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.

SPECIAL MEETING DATE: August 25, 2016
MEETING TIME: 9:00 A.M.

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION- PASTOR RAMON DUVALL OF THE BEACHSIDE FELLOWSHIP CHURCH

III. PLEDGE OF ALLEGIANCE- COUNCILMAN SOLIS

IV. APPROVAL OF BUDGET WORKSHOP MINUTES OF AUGUST 11, 2016

V. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

VI. PRESENTATIONS –
1. BEACH CARE SERVICES MONTH PROCLAMATION.
2. LIBRARY CARD SIGN-UP MONTH PROCLAMATION.
3. IRONMAN FLORIDA TRIATHLON PRESENTATION.
4. BAY COUNTY VETERANS COUNCIL PRESENTATION.

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

VIII. CONSENT AGENDA

1. RESOLUTION 16-111, STATE TRAFFIC SIGNAL MAINTENANCE & COMPENSATION AGREEMENT. "A Resolution of the City of Panama City Beach, Florida, approving an amendment to the Traffic Signal Maintenance and Compensation Agreement with FDOT; designating and authorizing a City representative to update and execute amendments to Exhibit A of the Agreement; authorizing execution and providing an immediately effective date."

2. RESOLUTION 16-112, BID AWARD, RE-ROOFING FIRE STATION #32. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Andrews Roofing and Construction for the replacement of the Fire Station #32 roof in the amount of $14,570; authorizing execution and providing an immediately effective date."

3. RESOLUTION 16-114, FRONT BEACH ROAD CRA SEGMENT 3 BUCHANAN & HARPER MSA TASK ORDER 1. "A Resolution of the City of Panama City Beach, Florida, approving a Task Order with Buchanan & Harper for surveying services for the FBR Segment 3 Highway 79 project in the amount of $16,900; authorizing execution and providing an effective date."

3. Highway 79 project in the amount of $19,800; authorizing execution and providing an effective date.

5. RESOLUTION 16-116, BID AWARD-EDGEWATER LIFT STATION 9 REPLACEMENT PROJECT. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Marshall Brothers Construction and Engineering, Inc., for the demolition and construction of Edgewater Lift Station 9, in the amount of $1,778,460."

6. RESOLUTION 16-125, IRONMAN FLORIDA TRIATHLON ROAD USAGE. "A Resolution of the City of Panama City Beach, Florida, related to the "Ironman Florida Triathlon" authorizing extraordinary traffic control on portions of South Thomas Drive, Thomas Drive, Surf Drive, Front Beach Road, and SR 79 on Saturday, November 5, 2016 for the event."

7. RESOLUTION 16-126, SHRIMP AND OYSTER FEST ROAD USAGE. "A Resolution of the City of Panama City Beach, Florida, authorizing temporary closures of Pier Park Drive south of Sea Monkey Way to Longboard Way on Saturday, September 10, 2016 for the "Shrimp and Oyster Fest."

IX. REGULAR AGENDA - DISCUSSION/ACTION

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

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<tr>
<th>JOHN REICHARD</th>
<th>PHIL CHESTER</th>
<th>JOSIE STRANGE</th>
<th>HECTOR SOLIS</th>
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JOHN REICHARD X PHIL CHESTER X JOSIE STRANGE X HECTOR SOLIS X MIKE THOMAS X
IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed and/or Faxed to following interested parties on: 8/22/16, noon.

**NEWS MEDIA**
- News Herald
- Bulletin
- 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. Whitehurst
- Chris Allen
- Crystal Presley
- Brandon Andrews

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).
PRESENTATIONS

BEACH CARE SERVICES
WHEREAS, the mission of Beach Care Services is to provide short-term emergency assistance to the needy people on the Beach; and

WHEREAS, Beach Care Services refer clients to other social service agencies in Bay County when their specialized needs require long-term assistance; and

WHEREAS, Beach Care Services has the slogan “Locals Helping Locals” and help the needy via rent assistance, utility payments, transportation, and prescriptions; and

WHEREAS, Beach Care Services is totally staffed by volunteers and supported by donations from the community; and

WHEREAS, Beach Care Services also acts as a referral service for hundreds of people every year to other social service agencies for food, clothing, household items, medical/mental care, employment services, rehabilitation services, and many other short-term needs; and

WHEREAS, in 2015, Beach Care Services assisted over 980 clients and spent more than $96,000 for client services, over half being for utilities; and

WHEREAS, Beach Care Services work to keep families intact, many clients being a payday or so away from being homeless; and

NOW, THEREFORE, BE IT RESOLVED that I, Mike Thomas, as Mayor of the City of Panama City Beach do hereby proudly proclaim the month of September, 2016 as

“BEACH CARE SERVICES MONTH”

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

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of the City of Panama City Beach to be affixed this Twenty-Fifth of August, in the Year of Our Lord Two Thousand Sixteen.

Mike Thomas, Mayor

Attest:

Diane Fowler, City Clerk
PRESENTATIONS

LIBRARY CARD SIGN-UP MONTH
~Proclamation~

A PROCLAMATION PAYING TRIBUTE
TO THE LIBRARY CARD
BY PROCLAIMING SEPTEMBER, 2016
AS LIBRARY CARD SIGN-UP MONTH.

WHEREAS, the library card is the most important school supply of all; and
WHEREAS, libraries play an important role in the education and development of children; and
WHEREAS, library programs range broadly from getting every child ready to read and school preparedness, to homework help and building research skills, to access to financial aid resources; and
WHEREAS, librarians offer digital and traditional literacy training to help students of all ages; and
WHEREAS, the free library card is the smartest card you can own and use and the most important school supply of all;

NOW, THEREFORE, BE IT RESOLVED that I, Mike Thomas, as Mayor of the City of Panama City Beach do hereby proudly proclaim the month of September, 2016 as

LIBRARY CARD SIGN-UP MONTH

in the City of Panama City Beach, and encourage everyone to sign up for the free library card to use in our library that continues to transform and expand their services in ways that meet the needs of this community.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Twenty-Fifth Day of August, in the Year of Our Lord Two Thousand Sixteen.

City of Panama City Beach

ATTEST:

Diane Fowler, City Clerk

Mike Thomas, Mayor
PRESENTATIONS

IRONMAN FLORIDA TRIATHLON
TO: Panama City Beach Commission
FROM: IRONMAN Florida
SUBJECT: IRONMAN Florida 2016

August 12, 2016

In preparation for the 18th edition of IRONMAN Florida 2016, I would like to take this time to thank you for your continued support and consideration for this event. We are proud to be a part of this community and its continued relationship with Panama City Beach leadership and residents. Our partnership with the Tourist Development Council had continued to promote this event as a destination race within the IRONMAN circuit. The events popularity among athletes continues to grow with the events selling out each year. In recent years we have brought in an IRONKIDS fun run which has benefited many charities nationwide. Our IRONMAN Foundation continues to support local charities throughout the communities we conduct our events around the world. The Mission of the IRONMAN Foundation is to leave the IRONMAN Legacy through philanthropy, volunteerism, and grant making by supporting various athletic, community, education, health, human services, and public-benefit organizations around the world. Since its inception in 2003, the IRONMAN Foundation has made philanthropic contributions totaling more than $46 Million dollars to hundreds of nonprofits worldwide.

This year, IMF will be providing over $1.6 Million in grant funding worldwide within IRONMAN race communities.

Thank you for your consideration with this request

Respectfully,

Benjamin H. Rausa Jr.
Ironman Florida Race Director
rausa@ironman.com
850-774-6221
SWIM COURSE

- 2.4 Miles
- 2 Loops
- Panama City Beach, Florida

The two-loop swim takes place in the Gulf of Mexico. Athletes will have a short beach run to between laps. The deep blue is strongly advised and tinted goggles are recommended to block out the rising sun. Water temperatures should never reach 70 °F.

PATH TO BIKE TRANSITION
TRANSITION AREA
RUN COURSE

- 26.2 Miles
- Two-Lap
- Panama City Beach, Florida

This is a map of the IRONMAN Florida run course. The route takes the participants through the beautiful landscapes of Panama City Beach and St. Andrews State Park.

TURN BY TURNS

- Start at the Panama City Beach Resort and head east on N. Lagoon Dr.
- Make a right onto Beach Dr.
- Continue on Beach Dr.
- Turn right onto Irwin Ave.
- Turn right onto Spurgyss Dr.
- Continue on Spurgyss Dr.
- Make a left onto Lookout Dr.
- Continue on Lookout Dr.
- Make a left onto Beach Dr.
- Return to the Panama City Beach Resort

**3rd LOOP MILE MARKERS**

**AD STATIONS**

**SPECIAL NEEDS**
TO: Panama City Beach City Manager
FROM: Benjamin H Rausa Jr.
SUBJECT: IRONMAN Florida 2016

August 12, 2016

For several months we have been planning for IRONMAN Florida at the Boardwalk Beach Resort. As you know we start set up on Monday October 31, 2016 within the confines of the Boardwalk Beach Resort with the event taking place on Saturday November 5th. Throughout the week we transform the entire S. Thomas corridor for the event.

On Friday November 4th, we will have our annual IRONKIDS Fun Run to raise awareness and funds for the Children’s Tumor Foundation. This is an extremely busy day around the venue. At approximately 2pm we close S. Thomas Drive to local traffic only. We continue to allow residents to their properties on S. Thomas with minimal delays. We then clean S. Thomas Drive and open it back up to normal traffic for local traffic only.

This year to help organize the event and make set up for race day smoother we are requesting to close S. Thomas Drive at 2pm for the IRONKIDS Fun Run and have it remain closed until after the IRONMAN event allowing local traffic only throughout the weekend. This road closure was permitted last year without incident. With enough notice and signage we feel as though this will have minimal impact on residents. The request is only for the Boardwalk property at 9600 S. Thomas Drive. All traffic would enter from the east to access the Boardwalk Tower, Boardwalk Welcome Center, and the Top of The Gulf. From the west, traffic would enter from the S. Thomas Drive / Front Beach Road intersection and access all properties west of the Boardwalk Beach Resort.

Thank you for your consideration for this request. If there are any questions please reach out to me directly so I can answer any concerns there may be.

Benjamin H. Rausa Jr.
IRONMAN Florida Race Director
850-774-6221
Ben.raus@ironman.com
IRONKIDS Florida Fun Run

Affiliated Event: IRONMAN Florida
Thanks to a beautiful seashore and perfect temperatures, Panama City Beach offers an ideal destination for families. Its pristine beaches and many attractions create a perfect area for family time and fun. The IRONKIDS fun run offers young athletes the unique opportunity to feel the excitement of competition while enjoying the outdoors and promoting healthy living. Parents, family, and friends are invited to cheer on the racers while enjoying the area and family-centered event.

Date: November 4, 2016
Time: 3:30 p.m.
Location: Boardwalk Beach Resort

On-Site Registration & Packet Pick-Up:
Wednesday, November 2nd 9:00 a.m. to 5:00 p.m.
Thursday, November 3rd 9:00 a.m. to 5:00 p.m.
Friday, November 4th 10:00 a.m. to 3:00 p.m.

Ages: 3 to 15
Distances: 1 mile & ¼ mile
Price: $15

Entry Includes: Each athlete receives a race bib, finisher shirt or trucker hat, medal, goodie bag and the pride of calling themselves an IRONKID! (Please pick up goodie bag at registration).
Contact:

Originally from: http://www.ironman.com/triathlon/events/americas/ironkids/panama-beach-city
One of the most storied North American races,

IRONMAN Florida began in November, 1999. It takes place in Panama City Beach, which is known for pristine beaches and moderate fall temperatures. Just as the summer season winds down, it’s the perfect time of year to visit northwest Florida—and the event is as much a destination vacation as it is a race.

Opportunities Available
Title, Presenting & Category Sponsor
Official Volunteer Partner
IRONKIDS Fun Run
IRONMAN Village Exhibitor Space

3,200 Athletes
Avg Age 40-44
73% Male 27% Female
HHI $247,000
89% Returning IRONMAN Athletes

5,300 Volunteers
Locals, Family & Friends

8,000 Visitors
To the 4-day IRONMAN Village expo

25,000 Spectators
Along the 140.6 Mile Course

Partnership Inquiries:
Andy Siegler
Manager, Sales – North America
(813) 868-4645
andrew.siegler@ironman.com
## IRONMAN Florida Statistics

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The “Magic” of Lake Placid lived up to its allure on Sunday July 24th as 3,055 athletes took to the...
GIVEBACK BY THE NUMBERS

$560,000
Amount the IRONMAN Foundation has provided in grant funding to the Panama City Beach region since the inception of IRONMAN Florida

$35,000
Involunteerism grant funding was awarded in 2015

$9,193
In community grant funding was awarded in 2015

$19,998
Was awarded to first responders to purchase life-saving equipment in conjunction with the Firehouse Subs Public Safety Foundation in 2015

IRONMAN FLORIDA GRANT SPOTLIGHTS

The IRONMAN Foundation® will distribute $50,000 in charitable giveback to non-profit initiatives and groups in the greater Boulder region in...

CONTINUE READING ➔

CATEGORIES

FEATURED STORIES
AMBASSADOR TRI TEAM
ATHLETE
COMMUNITY HEROES
GENERAL
NEWS
VIDEOS
WITH A $6,200 COMMUNITY GRANT FROM THE IRONMAN FOUNDATION, THE PANAMA CITY BEACH PARKS AND RECREATION DEPARTMENT PURCHASED A HANDICAP-ACCESSIBLE WATER FOUNTAIN AND BOTTLE FILLING STATION FOR THEIR MIRACLE-LEAGUE FIELD, AS WELL AS CONSTRUCTED AN ENCLOSURE TO RECEIVE ENDANGERED GOPHER TORTOISES AT THE PANAMA CITY BEACH CONSERVATION PARK.

THE IRONMAN FOUNDATION PROVIDED A $2,993 COMMUNITY GRANT TO THE PANAMA CITY POLICE DEPARTMENT FOR THE PURCHASE OF 100 TOURNIQUETS, WHICH ACT AS A COMPRESSION DEVICE TO CONTROL BLOOD FLOW AROUND A WOUNDED LIMB, THEREFORE ALLOWING POLICE OFFICERS TO RESTRICT BLOOD LOSS DURING COMPROMISING SITUATIONS.
TIRED DOG RESCUE’S MISSION IS TO SAVE UNWANTED, LOST, AND ABUSED ANIMALS. TIRED DOG RESCUE USED THEIR VOLUNTEERISM GRANT FROM THE IRONMAN FOUNDATION TO OFFSET THE COSTS OF CARING FOR THESE DESERVING ANIMALS.
IRONMAN FOUNDATION ATHLETES HAVE MADE IT POSSIBLE FOR US TO SUPPORT THE ORGANIZATIONS BELOW WITHIN THE PANAMA CITY BEACH REGION:

325 COMM SQ BOOSTER CLUB 337TH AIR CONTROL SQUADRON AFCEC BOOSTER CLUB

AIR FORCE SERGEANTS ASSOCIATION AIREY NCOA BOOSTER CLUB ARNOLD MARLINS BASKETBALL
BAY COUNTY 4-H ASSOCIATION

BAY HIGH SCHOOL GIRLS SOCCER

BOY SCOUTS OF AMERICA TROOP 302

BOY SCOUTS OF AMERICA TROOP 321

BOY SCOUTS OF AMERICA TROOP 317

COMBAT ARCHER ASSOCIATION

DET 1 823RD RED HORSE SQUADRON

FIRST CHURCH OF THE NAZARENE

GCSC SURGICAL SERVICES STUDENT ASSOCIATION

GIRL SCOUTS OF AMERICA TROOP 2002

GRACE EPISCOPAL CHURCH

GRiffin Booster Club

GULF COAST STATE COLLEGE

LDS CHURCH YOUNG MEN & WOMEN

LIBERTY COUNTY JROTC

LIVING WORD FELLOWSHIP

MOSLEY HIGH SCHOOL SWIM & DIVE TEAM

MOSLEY HIGH SCHOOL BOOSTER CLUB

NAVY LEAGUE OF THE US BAY COUNTY COUNCIL

NBH HIGH SCHOOL SOFTBALL

NDSTC RECKIN CREW

PANAMA CITY BEACH FIRE RESCUE

PANAMA CITY BEACH PARKS & RECREATION DEPARTMENT

PANAMA CITY BEACH SENIOR SERVICES
PANAMA CITY POLICE DEPARTMENT
PLAY THRU, INC.
QUALITY ASSURANCE BOOSTER CLUB
RAPTOR AQUATIC CLUB ELITE
RESPIRATORY THERAPY CLUB
RUTHERFORD HIGH SCHOOL AFROTC PARENTS ASSOCIATION
RUTHERFORD HIGH SCHOOL SOCCER BOOSTER
SCREAMING EAGLES BOOSTER CLUB
SECOND CHANCE NORTHWEST
STK SPORTS ASSOCIATION
TABERNACLE MISSIONARY BAPTIST CHURCH
TEAM RWB
TEAM TEST BOOSTER CLUB
TIRED DOG RESCUE
TITUS 2 PARTNERSHIP
TYNDALL AMMO TOP FOUR
VOLLEY FOR CHRIST
WOMEN'S CIVIC CLUB OF PANAMA CITY BEACH
WREATHS ACROSS AMERICA

SHARE OUR JOURNEY:
BEHIND THE SCENES AT IRONMAN FLORIDA 2015

IRONMAN FLORIDA GIVEBACK PRESS RELEASE 2015
CONSENT AGENDA
ITEM 1
1. **DEPARTMENT MAKING REQUEST/NAME:**
   Public Works Department/ Paul Casto

2. **MEETING DATE:**
   August 25, 2016

3. **REQUESTED MOTION/ACTION:**
   Approval of Amendment of The Traffic Signal Maintenance and Compensation Agreement.

4. **AGENDA**
   - PRESENTATION
   - PUBLIC HEARING
   - CONSENT ✓
   - REGULAR

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

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

   The Traffic Signal Maintenance and Compensation Agreement executed by the City and Florida Department of Transportation (FDOT) allows FDOT to reimburse the City for a portion of the cost to maintain and operate traffic signals on the state highway system. Through inter-local agreements Bay County Traffic Engineering maintains the traffic signals for every municipality in Bay County. An invoice and annual report are submitted every year for compensation by Bay County to FDOT. There have been recent state law and FDOT changes to the terms and conditions for reimbursement that required an amendment to the agreement. The revised final form of the agreement for the next 20 years is attached for approval.

   Staff recommends the Public Works Director be designated as the City's representative who shall be authorized to update and execute on behalf of the City's current and future amendments.

   The execution of this form will allow the City to receive monies which the City in turn will use to reimburse Bay County for the ongoing maintenance of the traffic signals within City limits on the state highway system.
RESOLUTION 16-111

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH FDOT; DESIGNATING AND AUTHORIZING A CITY REPRESENTATIVE TO UPDATE AND EXECUTE AMENDMENTS TO EXHIBIT A OF THE AGREEMENT; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Amendment to the Traffic Signal Maintenance and Compensation Agreement, between the City and the State of Florida, Department of Transportation, revising the terms and conditions for reimbursement for maintenance of traffic signals in the City on state roads, 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.

AND BE IT FURTHER RESOLVED that the Public Works Director is designated the City’s Representative who shall be authorized to update and execute on behalf of the City amendments to Exhibit A identifying traffic signals and devices by location and type.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this ___ day of ___________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________________________
   Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT

CONTRACT NO. ____________________________
FINANCIAL PROJECT NO. ____________________
F.E.I.D. NO. ______________________________
AMENDMENT NO. __________________________

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment") is made and entered into on this [enter date] day of [enter month] [enter year], by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and (enter name of Maintaining Agency), ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on [enter date] entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

________________________________________, Florida
(Maintaining Agency)

By

________________________________________
(Authorized Signature)

Print/Type Name: ___________________________

Title: ____________________________

Attorney: ____________________________ Date: ____________________________
The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

1. The term “Traffic Signals and Devices” is defined as follows: all traffic signals, interconnected and monitored traffic signals (“IMTS”) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies (“UPS”)), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices (“Project”). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department’s fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department’s Standard Specifications for Road and Bridge Construction.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

   a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
   b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department’s written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties.
who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

5. The Maintaining Agency’s maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A “Force Majeure Event” means the occurrence of:

(a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
(b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
(c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.

8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department’s timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department’s Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.
11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates [Authorized Representative(s)] as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.

13. Payment will be made in accordance with Section 215.422, Florida Statutes.

14. There shall be no reimbursement for travel expenses under this Agreement.

15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.

22. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated.
The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual report prior to June 30 of each year detailing the following:

- Termination or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

- Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical Detection devices must be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year.
Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state’s fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.

c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.

32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.

34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.

35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions thereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department’s fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department’s rights and Department has the right to verify all information at a
later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency’s obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

44. The Maintaining Agency shall:
   a. utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
   b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.

46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

47. Exhibits A, B, and C are attached and incorporated into this Agreement.

48. This Agreement contains all the terms and conditions agreed upon by the parties.
**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

**ATTACHMENT 1**

**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**Exhibit A**

**Reimbursement for Maintenance and Operation**

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<th>Compensation for Maintaining Traffic Signals and Devices for FY</th>
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*Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).*

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $__________.

Maintaining Agency ___________________________ Date ____________

District Traffic Operations Engineer ___________________________ Date ____________
1.0 PURPOSE
This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION
For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

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<th>Unit Compensation Rates per Intersection on the State Highway System</th>
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<td>2014-15*</td>
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*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES
For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

CONSENT
AGENDA ITEM #
damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING
For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.
EXHIBIT C
Reimbursement for Replacement and/or Repair of Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

<table>
<thead>
<tr>
<th>Date and Time of Accident/Incident:</th>
<th>Location of Accident/Incident:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Police Report (if applicable) and the Following Information:</td>
<td></td>
</tr>
<tr>
<td>1. Attach pictures of damaged traffic signals and devices.</td>
<td></td>
</tr>
<tr>
<td>2. Attach invoices or receipt of equipment purchased to replace damaged components.</td>
<td></td>
</tr>
<tr>
<td>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</td>
<td></td>
</tr>
</tbody>
</table>

Contract No.: __________________________
Project No.: __________________________
Total Lump Sum Reimbursement Amount: $________

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above:

Maintaining Agency Date
District Traffic Operations Engineer Date
CONSENT AGENDA
ITEM 2
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Fire/Larry Couch

2. MEETING DATE:
8/25/16

3. REQUESTED MOTION/ACTION:
Approval of resolution awarding to Andrews Roofing and Construction a contract to re-roof Fire Station #32 in the amount of $14,570

4. AGENDA
Presentations ❌
Public Hearing ❌
Consent ✔
Regular ❌

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?
Yes ✔
No ❌
N/A ❌

BUDGET AMENDMENT OR N/A
Yes ✔
No ❌
N/A ❌

DETAILED BUDGET AMENDMENT ATTACHED
Yes ✔
No ❌
N/A ❌

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
Fire Station #32 needs to be re-roofed. The RFP-Station #32 Roof was advertised and 3 bids were received in accordance to the RFP. Andrews Roofing and Construction of Lynn Haven was the lowest responsive and responsible bidder at $14,570.00. Staff requests approval of the bid to proceed with the project.

The Three Bids were as follows:
Centennial Roofing $23,000.00
Prices Right Roofing $15,995.00
Andrews Roofing and Construction $14,570.00

Ameritech Enterprises, Bestway Portable Buildings, ART Construction and Parker Brothers roofing bids were not received either on time or did not comply with the bid submission rules.
RESOLUTION 16-112

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ANDREWS ROOFING & CONSTRUCTION FOR THE REPLACEMENT THE FIRE STATION #32 ROOF IN THE AMOUNT OF $14,570; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Andrews Roofing & Construction, relating to the replacement of the Fire Station #32 roof, in the basic amount of Fourteen Thousand Five Hundred Seventy Dollars ($14,570), in substantially the form of the proposal attached as Exhibit A and presented to the Council today, dated August 9, 2016, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ____________________________
   Mike Thomas, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
Andrews Roofing & Construction
1417 Maine Ave.
Lynn Haven, Florida 32444
Cell: 850-814-6561  Fax: 850-248-7650
Lic#CCC1329560

<table>
<thead>
<tr>
<th>Name / Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PCB Fire Station #32</td>
<td></td>
</tr>
<tr>
<td>10015 Middle Beach Rd</td>
<td></td>
</tr>
<tr>
<td>Panama City Beach, Florida</td>
<td></td>
</tr>
</tbody>
</table>

**Description**

Job: 10015 Middle Beach Rd.
- Shingle Re Roof
  - Remove old shingles, underlayment, and trim
  - Re-nail decking to state and local code
  - Install new synthetic underlayment
  - Install new flashing and trim
  - Install new architectural shingles in color of choice (30 yr. warranty)
  - Install new ridge vent
  - New plumbing boots and vents are included
  - Clean up and dispose of all roofing debris

*ARC gives a 5 year workmanship warranty on this roof.
A wood sheet will be provided in case of any rotten wood. Rotten wood is not included in base price.

(Payment is 40% at start and remainder upon completion)
Additional fees apply if payment is made with credit card.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job: 10015 Middle Beach Rd.</td>
<td></td>
<td>14,570.00</td>
<td>14,570.00</td>
</tr>
</tbody>
</table>

Please sign and return proposal to the above address upon acceptance.

**Total** $14,570.00

---

*Exhibit A*
CONSENT AGENDA
ITEM 3*
**CITY OF PANAMA CITY BEACH**  
**AGENDA ITEM SUMMARY**

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FBR CRA/Kelly Jenkins</td>
<td>August 25, 2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. REQUESTED MOTION/ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve Resolution for FBR S3/Highway 79 surveying services with Buchanan &amp; Harper Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. AGENDA</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESENTATION</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES ☑ NO ☐ N/A ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Staff has been directed to begin efforts to acquire ROW for the Front Beach Road Segment 3/Highway 79 project. The plans are substantially complete, and indicate 9 parcels will need to be partially acquired. There are also 3 Temporary Construction Easements (TCEs) to be obtained in conjunction with those partial ROW takes.</td>
</tr>
<tr>
<td>The City has a Master Services Agreement with Buchanan &amp; Harper, Inc. for surveying services and the proposal letter and task order for this work are attached.</td>
</tr>
<tr>
<td>Obtaining surveys for these properties will aid in the appraisal efforts for the ROW acquisitions and TCEs for this project.</td>
</tr>
<tr>
<td>A Resolution approving a Task Order for this work is attached for the Council's approval.</td>
</tr>
</tbody>
</table>
RESOLUTION 16-114

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH BUCHANAN & HARPER FOR SURVEYING SERVICES FOR THE FBR SEGMENT 3/HIGHWAY 79 PROJECT IN THE AMOUNT OF $16,900; AUTHORIZING EXECUTION AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Task Order 1 between the City and Buchanan & Harper, relating to surveying services for Front Beach Road Segment 3/Highway 79 project, in the total amount Sixteen Thousand, Nine Hundred Dollars ($16,900), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ____________________________

Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2016-01

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND Buchanan & Harper, Inc. RELATING TO PROFESSIONAL LAND SURVEYING 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, Surveyor agrees to perform the specific tasks set forth upon incorporated Exhibit A Attachment, Scope of Services letter, relating to the CRA Segment 3/Highway 79.

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

  X a stipulated sum of $16,900.00; 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 1 month. 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 Surveyor and City, Surveyor is directed to proceed.

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

Witness: Buchanan & Harper, Inc.

By: __________________________ Date: __________________________

Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: __________________________ Date: __________________________

City Clerk

CONSENT AGENDA ITEM # 3
August 10, 2016

Kelly Jenkins
City of Panama City Beach
Engineering Department
116 S. Arnold Road
Panama City Beach, FL 32413

Re: Highway 79 CRA Segment 3

Dear Kelly,

Based on our review of the requested work, Buchanan and Harper can prepare the requested survey services for a fee of $16,900. The fee includes all of the necessary survey work to locate the existing Rights of Way of Highway 79, Front Beach Road and Back Beach Road along with the associated parcel and subdivision boundaries as needed to prepare boundary surveys for each of the 9 partial right of way acquisitions. As part of this proposal Buchanan & Harper, Inc. will also prepare sketch of descriptions for each of the 3 Temporary Construction Easements. We estimate the survey work will take approximately three weeks to complete.

Please call me if I can answer any questions and thank you for the opportunity to submit this proposal.

Sincerely,

Jonathan H. Gibson, P.L.S.
CONSENT AGENDA
ITEM 4*
1. **DEPARTMENT MAKING REQUEST/NAME:**
FBR CRA/Kelly Jenkins

2. **MEETING DATE:**
August 25, 2016

3. **REQUESTED MOTION/ACTION:**
Approve Resolution for FBR S3/Highway 79 appraisal services with Chandler and Associates

4. **AGENDA PRESENTATION PUBLIC HEARING CONSENT REGULAR**

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>✅</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   **BUDGET AMENDMENT OR N/A**

<table>
<thead>
<tr>
<th>BUDGET AMENDMENT</th>
<th>DETAILLED BUDGET AMENDMENT ATTACHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>✅</td>
<td>✅</td>
</tr>
</tbody>
</table>

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

   City Staff has been directed to begin efforts to acquire ROW for the Front Beach Road Segment 3/Highway 79 project. The plans are substantially complete, and indicate 6 parcels will need to be acquired in their entirety for the project.

   The City has a Master Services Agreement with Chandler and Associates for appraisal services necessary for the Front Beach Road Community Redevelopment Projects, and his proposal for this work is attached.

   Obtaining appraisals for these properties will confirm the City's budgetary needs for its larger ROW acquisitions for this parcel, and enable staff to approach landowners to begin negotiating a purchase of those properties.

   A Resolution approving a Task Order for this work is attached for the Council's approval.
RESOLUTION 16-115

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH CHANDLER & ASSOCIATES, INC. FOR APPRAISALS FOR THE FBR SEGMENT 3/HIGHWAY 79 PROJECT IN THE AMOUNT OF $19,800; AUTHORIZING EXECUTION AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Task Order 16 between the City and Chandler & Associates, Inc., relating to appraisal services for Front Beach Road Segment 3/Highway 79 project, in the total amount of Nineteen Thousand, Eight Hundred Dollars ($19,800), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: __________________________
     Mike Thomas, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 16

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF
PANAMA CITY BEACH AND CHANDLER AND ASSOCIATES, INC. RELATING TO
PROFESSIONAL APPRAISAL SERVICES FOR THE CITY'S FRONT BEACH ROAD
COMMUNITY REDEVELOPMENT PROJECT dated January 26, 2006, (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.

1. Pursuant to the Agreement, Appraiser agrees to perform the specific professional
appraisal tasks set forth upon incorporated Attachment A, Scope of Services, to assist the City's
acquisition of land to effect improvements to certain transportation corridors within the City.

2. Appraiser's compensation shall be paid in monthly installments to reflect completed
appraisals as specified in the Agreement. Appraiser's compensation for the services to be
provided under this Task Order shall be determined as follows, as reflected in Attachment A.

   • GEM, LLC – Parcel 33453-000-000  $ 1,800
   • GEM, LLC – Parcel 33451-000-000  $ 3,950
   • GEM, LLC – Parcel 33454-010-000  $ 1,800
   • Dennis Weaver – Parcel 33452-000-000 $ 1,800
   • Tote Holdings – Parcel 32779-000-000 $ 3,950
   • Tote Holdings – Parcel 32780-000-000 $ 6,500
   • Total Compensation $19,800

3. Appraisal work shall begin on __________, 2016, and shall be substantially completed
within 30 to 45 days. 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 Appraiser and City, Appraiser is directed to proceed.

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

Witness:

CHANDLER & ASSOCIATES, INC.

By: Randy Chandler
Its: President
Date:__________

CITY OF PANAMA CITY BEACH, FL

ATTEST:

By: Mario Gisbert, City Manager
Date:__________

Diane Fowler, City Clerk
August 2, 2016

Ms. Amy Myers  
Assistant City Attorney  
Harrison, Sale, McCloy  
304 Magnolia Avenue  
Panama City, Florida 32401

Re: Appraisal services  
Front Beach Road - Segment 3 / Hwy 79  
Panama City Beach, Florida

Dear Ms. Myers:

As per your request, I am writing to provide a proposal for the appraisal of six whole takings for the above referenced project. The following table itemizes the proposed fees for each acquisition.

<table>
<thead>
<tr>
<th>Ownership</th>
<th>Street Address</th>
<th>Tax Parcel #</th>
<th>Property Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>GEM, LLC</td>
<td>287 Arnold Road</td>
<td>33453-000-000</td>
<td>Vacant site and ice business</td>
<td>$1,800</td>
</tr>
<tr>
<td>GEM, LLC</td>
<td>303 Arnold Road</td>
<td>33451-000-000</td>
<td>Restaurant</td>
<td>$3,950</td>
</tr>
<tr>
<td>GEM, LLC</td>
<td>514 Granada Circle</td>
<td>33454-010-000</td>
<td>Vacant site</td>
<td>$1,800</td>
</tr>
<tr>
<td>Dennis Weaver</td>
<td>291 Arnold Road</td>
<td>33452-000-000</td>
<td>Vacant site</td>
<td>$1,800</td>
</tr>
<tr>
<td>Tote Holdings</td>
<td>17140 Front Beach Rd</td>
<td>32779-000-000</td>
<td>Restaurant</td>
<td>$3,950</td>
</tr>
<tr>
<td>Tote Holdings</td>
<td>17138 Front Beach Rd</td>
<td>32780-000-000</td>
<td>Gas station and convenience store</td>
<td>$6,500</td>
</tr>
</tbody>
</table>

Total Fee  
$19,800.

Note: The above fees are for the appraisal of the real property only. The fees do not include the valuation of the movable furniture, fixtures, and equipment or intangibles such as business value. The ice business improvements located on 287 Arnold Road will be treated as personal property.
Please allow 30 to 45 days to complete all of the appraisals. I sincerely appreciate the opportunity to submit this proposal. If you have any questions or comments regarding this letter, please do not hesitate to advise. If you wish to incorporate a personal property appraisal, please let me know and I will obtain a fee quote from a reliable equipment appraiser. As the acquisitions involve whole takes, you will not likely need to have the business and intangible assets appraised.

Respectfully submitted,

CHANDLER AND ASSOCIATES, INC.

[Signature]

Randall C. Chandler, MAI
State-Certified General Real Estate Appraiser RZ156
CONSENT AGENDA
ITEM 5
### CITY OF PANAMA CITY BEACH
#### AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities Department - Al Shortt, Utilities Director</td>
<td>August 25, 2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. REQUESTED MOTION/ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve the construction Agreement for the Edgewater Lift Station No. 9 Replacement project with Marshall Brothers Construction &amp; Engineering, Inc. in the amount of $1,778,460.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. AGENDA</th>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentation</td>
<td>Yes</td>
</tr>
<tr>
<td>Public Hearing</td>
<td></td>
</tr>
<tr>
<td>Consent</td>
<td>Yes</td>
</tr>
<tr>
<td>Regular</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Lift Station No. 9 is over 30 years old and is located within the project area of the CRA segment 2 roadway project. The station needs to be re-built in order to provide efficient service for the next 30 years. The new Lift Station No. 9 will have a more modern design, safer access for maintenance and greater capacity than the original station.</td>
</tr>
</tbody>
</table>

All design work and permitting has been completed by our engineering consultant, Baskerville-Donovan, Inc.. A solicitation for construction bids was publicly advertised and six bidders responded. BDI has reviewed the bids, and recommends awarding the work to the low bidder, Marshall Brothers Construction & Engineering, Inc. in the basic amount of $1,778,460. Staff concurs.

This project is currently budgeted and the proposed expenditure is within budget. Attached is a copy of the bid tabulation and a draft agreement.

**WHY** - To allow the City Manager to enter into a construction contract with Marshall Brothers Construction & Engineering, Inc.

**WHAT** - To provide a new, efficient wastewater pumping station concurrent with the new CRA Segment 2 roadway project.
RESOLUTION 16-116

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH MARSHALL BROTHERS CONSTRUCTION & ENGINEERING, INC. FOR THE DEMOLITION AND CONSTRUCTION OF EDGEWATER LIFT STATION 9, IN THE AMOUNT OF $1,778,460.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Marshall Brothers Construction & Engineering, Inc., relating to the demolition and construction of Edgewater Lift Station 9, in the basic amount of One Million, Seven Hundred Seventy Eight Thousand, Four Hundred Sixty Dollars ($1,778,460), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _______________________________
   Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
August 19, 2016

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

RE: Edgewater Lift Station No. 9 Replacement
BDI Project No. 023254.01
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 August 18, 2016. The bid grouping is relatively close for the six bids received indicating uniform understanding of the bid documents. Marshall Brothers Construction & Engineering, Inc. (MBCE) has submitted the lowest responsive base bid. For reference, this organization has done work previously for the City.

There were three alternate bid Items provided which target providing competing materials for the Base Bid concrete ad mixture, the lift station coating system and the submersible pumps. These alternates were evaluated and were not determined to provide enough value to the project to warrant their selection.

A check with the State of Florida Department of Business and Professional Regulation indicates that Marshall Brothers Construction & Engineering, Inc.’s qualifying agent Mr. John M. Marshall, currently possesses valid Certified General Contractor’s and Underground Utility and Excavation Contractor’s licenses and there are no pending complaints against this individual. Based upon their submittal of the lowest, responsive Base Bid, Marshall Brothers Construction & Engineering, Inc. meets the bidding process criteria for award. It is recommended that the Base Bid contract amount of one million seven hundred seventy eight thousand four hundred sixty dollars and no cents ($1,778,460.00) 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,

BASKERVILLE-DONOVAN, INC.

Charles R. Thompson, P.E.
### BID TABULATION
BDI Project No. 23254.01

City of Panama City Beach
Edgewater Lift Station No. 9 Replacement

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BASE BID</th>
<th>Alternate Bid 1 (Add/Deduct)</th>
<th>Alternate Bid 2 (Add/Deduct)</th>
<th>Alternate Bid 3 (Deduct)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marshall Brothers Const. &amp; Engineering, Inc.</td>
<td>$1,778,460.00</td>
<td>$5,400.00</td>
<td>$800.00</td>
<td>($44,600.00)</td>
</tr>
<tr>
<td>I-C Contractors, Inc.</td>
<td>$1,779,544.28</td>
<td>$6,240.00</td>
<td>$937.00</td>
<td>($47,036.00)</td>
</tr>
<tr>
<td>Talcon Group, LLC</td>
<td>$2,063,830.00</td>
<td>$4,800.00</td>
<td>$1,000.00</td>
<td>($40,000.00)</td>
</tr>
<tr>
<td>Royal American Construction Co., Inc.</td>
<td>$2,232,342.00</td>
<td></td>
<td>$600.00</td>
<td>($10,000.00)</td>
</tr>
<tr>
<td>North Florida Construction, Inc.</td>
<td>$2,236,013.00</td>
<td>$6,403.00</td>
<td>($600.00)</td>
<td>($25,000.00)</td>
</tr>
<tr>
<td>Gulf Coast Utility Contractors, LLC</td>
<td>$2,277,010.00</td>
<td></td>
<td>($2,000.00)</td>
<td>($30,000.00)</td>
</tr>
</tbody>
</table>

Certified by: [Signature]

Date: [8/19/11]

This is to certify to the best of my knowledge, the information herein is true to that shown on each Contractor's bid proposal as was submitted on 8-18-16.
THIS AGREEMENT is made this _____ day of ______________, 20__ by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Marshall Brothers Construction & Engineering, Inc., doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 2305 Transmitter Road, Panama City, FL 32404 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that term is defined below) in connection with the construction of Edgewater Lift Station No. 9 Replacement ("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 240 calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth 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.

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 $1,778,460.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

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

   - Section 00010 ADVERTISEMENT FOR BIDS
   - Section 00020 INFORMATION FOR BIDDERS
   - Section 00030 BID PROPOSAL FORM
   - Section 00040 BID BOND
   - Section 00050 AGREEMENT
   - Section 00060 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-901 and dated July 2016.

SPECIFICATIONS prepared or issued by Baskerville Donovan, Inc.

ADDENDA
No. 1, dated August 5, 2016
No. 2, dated August 12, 2016
No. 3, dated August 15, 2016
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:

Marshall Brothers Construction & Engineering, Inc.
2305 Transmitter Road
Panama City, FL 32404
ATTENTION: John M. Marshall, President
Fax No.: (850) 271-0293

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
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 Disease Aggregate</th>
<th>Limit Disease Each Employee</th>
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<tbody>
<tr>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
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</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:

| Bodily Injury, Property Damage & Personal Injury Liability | $1,000,000 Combined Single Limit Each Occurrence, and |
| | $2,000,000 Aggregate Limit |

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

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $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 three (3) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:
CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:
City Clerk

BY: ______________________
NAME: Mario Gisbert
(Please type)
TITLE: City Manager

City Attorney (as to form only)

CONTRACTOR:
Marshall Brothers Construction & Engineering, Inc.

ATTEST:
NAME: John M. Marshall, President
(Please Type)

ADDRESS: 2305 Transmitter Road
Panama City, FL 32404

END OF SECTION 00050
CONSENT AGENDA

ITEM 6
1. **DEPARTMENT MAKING REQUEST/NAME:**  
ADMINISTRATION

2. **MEETING DATE:**  
AUGUST 25, 2016

3. **REQUESTED MOTION/ACTION:**  
Consideration of Resolution 16-125 for extraordinary traffic control on portions of South Thomas Drive, Thomas Drive, Surf Drive, Front Beach Road and SR 79 on Saturday, November 5, 2016.

4. **AGENDA**  
   - **PRESENTATION**
   - **PUBLIC HEARING**
   - **CONSENT**
   - **REGULAR**

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**  
   - **YES**
   - **NO**
   - **N/A**

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**  
The 18th annual Ironman Triathlon will be held on November 5, 2016.

   The event necessitates careful traffic control and extraordinary usage of Front Beach Road, State Road 79, South Thomas Drive, Thomas Drive and Surf Drive in the corporate limits of Panama City Beach.

   Staff recommends approval.
RESOLUTION NO. 16-125

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RELATED TO THE "IRONMAN FLORIDA TRIATHLON"; AUTHORIZING EXTRAORDINARY TRAFFIC CONTROL ON PORTIONS OF SOUTH THOMAS DRIVE, THOMAS DRIVE, SURF DRIVE, FRONT BEACH ROAD AND SR 79 ON SATURDAY, NOVEMBER 5, 2016 FOR THE EVENT.

WHEREAS, the Ironman Florida is hosting the 18th annual Ironman Florida Triathlon, a swim, 26.2K run and 112 mile bike event (the "Event") on Saturday, November 5, 2016 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of Front Beach Road, State Road 79, South Thomas Drive, Thomas Drive and Surf Drive in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that during the hours of 4:00 A.M. and 11:59 P.M. on Saturday, November 5, 2016, all vehicular traffic shall be rerouted or otherwise controlled on Front Beach Road west from South Thomas Drive to State Road 79, State Road 79 north to the City limits, and South Thomas Drive, Thomas Drive and Surf Drive east to the City limits per the attached maps which accompany this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED IN SPECIAL SESSION THIS this 25th day of August, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
FINISH LINE

RUN START

RUN COURSE

• 26.2 Miles
• Two-Loop
• Panama City Beach, Florida

This is one of the flattest races on the IRONMAN circuit. Spectators fill the stands on the two-loop course which parallels the shoreline through local neighborhoods to the turnaround at St. Andrews State Park.

TURN BY TURNS

• Start at the Boardwalk Beach Resort and go east on S. Thomas Drive to Thomas Drive
• Right on Thomas Drive
• Right on Sunset Avenue
• Left on Ute Street, Thomas Drive
• Right on Ocean Drive
• Left on Thomas Drive
• Right on Sunset Avenue
• Left on Ute Street
• Right on Beach Drive
• Left on Ocean Drive
• Right on Ute Street
• Right on Surf Street
• Left on Surf Street
• Right on Thomas Drive
• Right on Beach Drive
• Left on Ocean Drive
• Right on Surf Street
• Right on Sunrise Street
• Right on Thomas Drive continuing onto S. Thomas Drive 3.5 Miles
• Enter park, following perimeter of parking area
• Follow path onto S. Park Circle, making a right turn
• Continue to a second and return direction
• Turn left on S. Park Circle, follow trail to the park exit
• Exit S. Park, returning to the Boardwalk Beach Resort
• Turn around on South Thomas Drive (wet sand, no bike)
• Turn right onto S. Park Circle and follow to finish line at Boardwalk Beach Resort
• Finish at the Boardwalk Beach Resort

IRONMAN Florida Panama City Beach

GRAND LAGOON

GULF OF MEXICO
CONSENT AGENDA
ITEM 7
**CITY OF PANAMA CITY BEACH**

**AGENDA ITEM SUMMARY**

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
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<tbody>
<tr>
<td>ADMINISTRATION</td>
<td>AUGUST 25, 2016</td>
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<table>
<thead>
<tr>
<th>3. REQUESTED MOTION/ACTION:</th>
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<tbody>
<tr>
<td>Consideration of Resolution 16-126 to close Pier Park Drive south from Sea Monkey Way to the Longboard Way on Saturday, September 10, 2016.</td>
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<tr>
<th>4. AGENDA</th>
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<td>PRESENTATION</td>
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<td>PUBLIC HEARING</td>
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<tr>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
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<tr>
<td>YES ☐ NO ☐ N/A ✓</td>
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<tr>
<th>BUDGET AMENDMENT OR N/A</th>
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<tr>
<td>DETAILED BUDGET AMENDMENT ATTACHED</td>
</tr>
<tr>
<td>YES ☐ NO ☐ N/A ✓</td>
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<tr>
<th>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</th>
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<tr>
<td>The Shrimp and Oyster Fest will hold an event scheduled on September 10, 2016.</td>
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</table>

The event necessitates careful traffic control and extraordinary usage of a section of Pier Park Drive within the corporate limits of Panama City Beach.

Staff recommends approval.
RESOLUTION NO. 16-126

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA AUTHORIZING TEMPORARY CLOSURES OF PIER PARK DRIVE SOUTH FROM SEA MONKEY WAY TO LONGBOARD WAY ON SATURDAY, SEPTEMBER 10, 2016 FOR THE "SHRIMP AND OYSTER FEST".

WHEREAS, the Shrimp and Oyster Fest (the "Event") is scheduled on Saturday, September 10, 2016, in Panama City Beach; and;

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of a section of Pier Park Drive within the corporate limits of Panama City Beach;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 12:00 A.M. to 9:00 P.M. on September 10, 2016, Pier Park Drive south from Sea Monkey Way to the Longboard Way, shall be closed and all vehicular traffic shall be controlled in accordance with the attached map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED IN SPECIAL SESSION THIS this 25th day of August, 2016.

CITY OF PANAMA CITY BEACH

By: __________ __________

Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

CONSENT AGENDA ITEM # 17

Resolution 16-126
Pier Park Shrimp and Oyster Fest
September 10, 2016
Closure request from 12:00 a.m.—9:00 p.m.
HI Jo,

I hope that you are well.

Please the attached road closure request for the Pier Park Shrimp and Oyster Fest. This is a relatively small event that will require the closing of one block of Pier Park Drive on September 10th. Pier Park staff will use interlocking barricades to facilitate the road closure.

Please let me know if you have any questions regarding this request.

Thank you as always for your assistance.

Michael Kerrigan
Director of Marketing and Business Development
Pier Park

SIMON

600 Pier Park Drive, Suite 125
Panama City Beach, FL 32413 USA
T 850.236.9974 M 850.238.2790 F 850.236.0681
Michael.Kerrigan@simon.com

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REGULAR AGENDA
ITEM 1
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

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

2. MEETING DATE:
AUGUST 25, 2016

3. REQUESTED MOTION/ACTION:
ADOPT ORDINANCE 1391 AFTER SECOND READING AND PUBLIC HEARING

4. AGENDA

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<td>CONSENT</td>
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5. IS THIS ITEM BUDGETED (IF APPLICABLE)?

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<td>BUDGET AMENDMENT OR N/A</td>
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<tr>
<td>DETAILED BUDGET AMENDMENT ATTACHED</td>
<td>No</td>
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6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)


PRESENTLY, CITY CHECKS ARE SIGNED WITH A SIGNATURE PLATE THAT CONTAINS THE NAME OF THE CITY'S CURRENT FINANCE DIRECTOR, AND FORMER CITY CLERK.

TO MAINTAIN THE CURRENT SIGNATURE PLATES, THE COUNCIL WILL NEED TO REVISE THE NOW CODIFIED SECTION 2-667 OF THE CITY CODE TO PROVIDE FOR THE COUNCIL'S APPOINTMENT OF A CITY TREASURER BY RESOLUTION, WHICH SHOULD RESTORE THE COUNCIL'S ORIGINAL INTENT AND ABILITY. UPON ADOPTION OF THIS ORDINANCE, STAFF RECOMMENDS ADOPTION OF A RESOLUTION DESIGNATING A CITY TREASURER.
ORDINANCE NO. 1391

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, PROVIDING THAT THE CITY TREASURER SHALL BE APPOINTED BY RESOLUTION OF THE CITY COUNCIL; DELETING REFERENCES TO THE CITY CLERK IN THE CITY'S FACSIMILE SIGNATURES PROCEDURES; 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 Sections 2-667 and 2-668 of the Code of Ordinances of the City of Panama City Beach, related to the City Treasurer is amended to read as follows:

Sec. 2-667. City clerk as treasurer.
The City Clerk is recognized and appointed, ex officio, as the Treasurer of the City shall be appointed by Resolution of the City Council.

Sec. 2-668. Facsimile signatures.
City funds may be withdrawn and expended upon the facsimile signatures of the City Manager and the City Clerk/Treasurer mechanically applied to City checks or other instruments intended for that purpose, provided that (i) such checks or other instruments and the mechanism for applying such signatures are secured and controlled by the City Manager or his designee, (ii) a contemporaneous record is made of the purpose and amount of each such expenditure, and (iii) each such expenditure is otherwise lawfully authorized.

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 special meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of ______________, 2016.

________________________________
MAYOR

ATTEST:

________________________________
CITY CLERK

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

________________________________
MAYOR

Published in the ______________________ on the ___ day of ________, 2016.

Posted on pcbgov.com on the ___ day of ___________________, 2016.
REGULAR AGENDA
ITEM 2
1. DEPARTMENT MAKING REQUEST/NAME: ADMIN/MARIO GISBERT

2. MEETING DATE: AUGUST 25, 2016

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION DESIGNATING A CITY TREASURER

4. AGENDA

<table>
<thead>
<tr>
<th>PRESENTATION</th>
<th>PUBLIC HEARING</th>
<th>CONSENT</th>
<th>REGULAR</th>
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5. IS THIS ITEM BUDGETED (IF APPLICABLE)?

<table>
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<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</table>

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

The Council is anticipated to adopt Ordinance 1391 on August 25, 2016, which will restore to the Council the ability to appoint a City Treasurer by Resolution. To execute this authority, the Council needs to adopt a Resolution designating the position that shall also serve as City Treasurer, so the appropriate actions can be taken to amend signature plates and banking documents accordingly.

PLEASE NOTE that staff has not recommended a position certain to fill this position, and the Resolution that accompanies this memo is therefore blank. Staff does recommend that the person appointed as City Treasurer not be an employee who touches money in any way, so that in the normal course of serving as City Treasurer this person will be more likely to detect, correct and prevent mistakes or irregularities in the City's expenditures.
RESOLUTION 16-120

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA,
APPOINTING THE __________ as the CITY TREASURER.

WHEREAS, the City Treasurer shall be appointed by Resolution of the City Council.

NOW THEREFORE BE IT RESOLVED by the City of Panama City Beach, Florida that:
  1. The __________ is appointed as City Treasurer for the City of Panama City
     Beach, Florida, and the appropriate officers of the City are directed to take all necessary actions
     to update any instruments in order to properly implement this designation.
  2. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the special meeting of the City Council of
the City of Panama City Beach, Florida, this 25th day of August, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
REGULAR AGENDA

ITEM 3
**CITY OF PANAMA CITY BEACH**

**AGENDA ITEM SUMMARY**

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>UTILITIES - AL SHORTT</td>
<td>AUGUST 25, 2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Requested Motion/Action:</th>
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<tbody>
<tr>
<td>APPROVE THE ATTACHED AGREEMENT WITH LAKE POWELL CDD REGARDING TURNOVER OF ITS WATER AND SEWER INFRASTRUCTURE TO THE CITY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. AGENDA</th>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES ☐ NO ☐ N/A ✓</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESENTATION</td>
<td>BUDGET AMENDMENT OR N/A</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td>DETAILED BUDGET AMENDMENT ATTACHED YES ☐ NO ☐ N/A ✓</td>
</tr>
<tr>
<td>CONSENT</td>
<td></td>
</tr>
<tr>
<td>REGULAR</td>
<td>✓</td>
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<tr>
<th>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</th>
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<tbody>
<tr>
<td>LAKE POWELL CDD HAS RECENTLY UNDERTAKEN UPGRADES AND REPAIRS TO ITS WATER AND SEWER INFRASTRUCTURE SO THAT IT CAN BE TRANSFERRED TO THE CITY. CITY STAFF HAS BEEN WORKING WITH THE CDD TO INVENTORY THE ASSETS, BOTH REAL AND PERSONAL, THAT WILL BE REQUIRED TO BE CONVEYED TO THE CITY TO EFFECT THE TURNOVER.</td>
</tr>
<tr>
<td>APPROVAL OF THE AGREEMENT WILL CONFIRM THE TERMS AND TIMEFRAME FOR THE TURNOVER TO OCCUR.</td>
</tr>
<tr>
<td>STAFF RECOMMENDS APPROVAL. WATER AND SEWER RATES FOR THE CDD SERVICE AREA WILL BE SET TO MATCH THE SAME RATES CHARGED TO OTHER ACCOUNTS LOCATED OUTSIDE THE CITY LIMITS.</td>
</tr>
</tbody>
</table>

AGENDA ITEM # _2_
RESOLUTION 16-103

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE LAKE POWELL GOLF COMMUNITY DEVELOPMENT DISTRICT, ("CDD") FOR THE TURNOVER OF THE WATER AND SEWER SYSTEMS AND RELATED PROPERTY RIGHTS TO THE CITY AT THE EXPENSE OF THE CDD, AUTHORIZING EXECUTION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Utility Turnover Agreement between the City and the Lake Powell Golf Community Development District, a Florida corporation, ("CDD") relating to the turnover of the CDD utility services to the City, at the expense of the CDD and at no cost to the City, in substantially the form presented to the Council today, draft dated August 13, 2016, 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 special session this ___ day of __________, 2016.

CITY OF PANAMA CITY BEACH

By: __________________________
    Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 16-103
ASSET PURCHASE AGREEMENT

Between

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

And

CITY OF PANAMA CITY BEACH, FLORIDA

Wild Heron Water and Wastewater Utility Systems Transfer

August, 2016
ASSET PURCHASE AGREEMENT
Between
LAKE POWELL GOLF COMMUNITY DEVELOPMENT DISTRICT
And
THE CITY OF PANAMA CITY BEACH, FLORIDA

THIS AGREEMENT made by and between the LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT, a Florida unit of special purpose local government authorized pursuant to Chapter 190, Florida Statutes, (hereinafter referred to as "Seller") and the CITY OF PANAMA CITY BEACH, FLORIDA, a Florida municipal corporation (hereinafter referred to as "Purchaser"). This Agreement has been signed by the Seller and Purchaser and shall become effective as of the date (the "Effective Date") that both of the following conditions have been met: 1) approval of this Agreement by resolution of the Seller's Board of Supervisors and 2) approval of this Agreement by resolution of the Purchaser's City Council. Provided, however, that if, for any reason, the Effective Date has not occurred by September 1, 2016, either party may withdraw its signature and this Agreement shall be of no force and effect.

WITNESSETH:

WHEREAS, Purchaser desires to acquire and Seller desires to sell the water distribution systems as well as the sewage collection systems of every kind and nature owned by Seller in Bay County, Florida, located in and about and primarily serving the Wild Heron Community on the west end of Panama City Beach including all of the things described in this Agreement and referred to as "Assets" which may be owned by the Seller (sometimes referred to as the "Lake Powell Systems"); subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits contained in this Agreement, the parties agree:

ARTICLE I
ASSETS TO BE SOLD

1. Upon the terms and subject to the terms and conditions set forth in this Agreement, Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the assets owned
by Seller, used or useful in the operation of the Lake Powell Systems (hereinafter referred to as the "Assets" or "Purchased Assets").

2. Assets means the facilities, assets, business properties, and rights, both tangible and intangible, that Seller owns and uses or holds in conjunction with the operation of the Lake Powell Systems or any ownership interest which Seller or its successor has or hereafter acquires in the Assets, including:

(a) Water supply and distribution facilities, wastewater collection and transmission facilities, including related structures and enclosures, pumps, stand-by diesel powered generators, electrical and control panels, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, hydrants, meters, meter boxes, service connections and other physical facilities, equipment and property installations owned by Seller and used or useful in the operation of the Lake Powell Systems, together with all additions or replacements thereto ("Personalty & Fixtures"), including third party warranties that relate to completed or in-progress construction, including but not limited to the items identified in Section 1 of the Disclosure Schedule attached to this Agreement as Exhibit A (the "Disclosure Schedule").

(b) The real property and all interests now owned or hereafter acquired in or appurtenant to the Lake Powell Systems in real property owned and held by Seller, including but not limited to that held in fee simple as identified in Section 2 of the Disclosure Schedule ("Real Property").

(c) Easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas (hereinafter referred to as the "Easements") held, used or useful by Seller or in any manner available to Seller for the construction, operation and maintenance or any use associated with providing services or facilities in conjunction with the Lake Powell Systems, including but not limited to those identified in Section 3 of the Disclosure Schedule; provided that any such rights now owned or hereafter acquired including those contained within any plats (recorded or unrecorded), restrictive covenants, or other developmental schemes or schematics of any nature or kind or dedicated rights of way shall be assigned hereunder, even if not specifically set forth in Section 3 of the Disclosure Schedule.
(d) Any immunities, privileges, permits, license rights, consents, grants, and rights to construct, maintain and operate the Lake Powell Systems for the procuring, treatment, storage and distribution of potable water and the collection of wastewater (hereinafter referred to as the "Permits"), and the obligations thereof only upon transfer by the related regulatory authority; water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing; together with rights granted to Seller under the Permits, all as identified in Section 4 of the Disclosure Schedule; to the extent that Seller's rights to the foregoing Assets are transferable.

(e) Those contracts (hereinafter referred to as "Assumed Contracts"), identified in Section 5 of the Disclosure Schedule are being assumed by the Purchaser. Purchaser shall have no obligation to accept or assume any agreement, oral or written, not identified in Section 5 of the Disclosure Schedule.

(f) Items of inventory, supplies, and raw materials owned by Seller and used or useful in association with the operation of the Assets.

(g) Supplier lists, customers, customer accounts, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, books and records and other information in Seller's possession (including the assignment of any rights the Seller may have in the foregoing which may be in the possession of third parties) and reasonably required by Purchaser to operate the Lake Powell Systems.

(h) Record drawings, including as-built drawings, showing all facilities of the Lake Powell Systems, including all original tracings, sepias or other reproducible materials, and digital forms (pdf, AutoCAD, etc.) in Seller's possession (including the assignment of any rights the Seller may have in the foregoing which may be in the possession of third parties).

(i) Equipment, tools, parts, laboratory equipment, office equipment, furniture, fixtures, and other personal property owned by Seller and located solely in Bay County, Florida, and used or useful in connection with the operation of the Lake Powell Systems.

3. The following assets and liabilities are expressly excluded from the Assets, sometimes referred to as the "Excluded Assets".
(a) Cash, accounts receivable, bank accounts, equity and debt securities of any nature, bonds, letters of credit, deposits maintained by Seller with any governmental authority, and any prepaid expenses of Seller, which are Seller's sole property as of the date of Closing (defined below).

(b) Seller provisions for payment of federal and state taxes, and other obligations to governmental entities which shall be Seller's responsibility to pay through the date of Closing.

(c) Any responsibilities or obligations arising from the operation or ownership of water distribution or wastewater collection facilities of the Lake Powell Systems.

(d) Any Developer Agreements, Contracts or Leases (hereinafter referred to as "Un-Assumed Contracts"), identified in Section 6 of the Disclosure Schedule are not being assumed by the Purchaser and Seller will terminate same at closing. Purchaser shall have no obligation to accept or assume any agreement, oral or written, not disclosed hereunder.

(e) All agreements between the Seller and the Purchaser relating to the purchase and sale of potable water in bulk or municipal sewage treatment in bulk shall be cancelled at closing or as soon thereafter as all payments due thereunder through the day of closing are paid and all other covenants of both parties are met. Notwithstanding the forgoing, the Revenue Certificate dated April 25, 2002, issued by the City to the Lake Powell Residential Golf Community Development District shall survive the turnover contemplated herein and expire according to its terms.

4. All Assets shall be transferred to Purchaser free and clear of all encumbrances and liabilities of any nature subject to only the following Permitted Encumbrances. For purposes of this Agreement, the term "Permitted Encumbrances" means:

(a) All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Assets and the use thereof, none of which, however, shall materially impair or restrict the transfer to Purchaser hereunder, or use of the Assets or the operation of the Lake Powell Systems as they have been used and operated by Seller.
(b) Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, none of which, however, shall materially impair or restrict the transfer to Purchaser hereunder, or use of the Assets or the operation of the Lake Powell Systems as they have been used and operated by Seller.

(c) Any outstanding mortgage, lien, encumbrance, covenant, restriction or other matter that can and shall be satisfied by Seller by payment of money at or prior to the Closing Date; or any mechanic's lien or other encumbrance that can and shall be released of record, bonded or transferred of record to substitute security so as to relieve the Assets from the burden thereof; and, Seller advises Purchaser that Seller elects to do so at or prior to Purchaser's delivery of the Acceptance below defined.

5. Purchaser is not and shall not be obligated to assume any liabilities or obligations of Seller under any permits to operate the Lake Powell Systems issued by any governmental authority, except for the obligations of Seller under any such permit transferred to Purchaser at the sole discretion of the Purchaser. Seller and Purchaser will cooperate and either terminate or transfer the Permits as the Purchaser determines or chooses.

6. Purchaser is not and shall not be obligated to assume any liability of Seller which arises or is associated with or relates to any event or occurrence prior to the Closing. Seller shall not have any liability that arises out of or relates solely to Purchaser's ownership or operation of the Lake Powell Systems or the Assets from and after Closing.

7. Seller acknowledges that Purchaser will not purchase the Assets under this Agreement until and unless certain improvements and upgrades are completed in a workmanlike manner by Seller at its expense and accepted and approved by Purchaser in writing, which approval and acceptance Purchaser covenants will not be unreasonably withheld or delayed (the "Acceptance"). Those improvements and upgrades are generally listed or described in Section 7 of the Disclosure Statement (the "Improvements"). Purchaser's delivery of the Acceptance will constitute
Purchaser's agreement to accept at closing all the Assets "AS IS" at the time of Acceptance with all fault as of the date of delivery of the Acceptance. Purchaser specifically acknowledges and agrees that Seller makes no representations, covenants, or warranties with respect to the Assets or Lake Powell Systems, except those specifically set forth in Article III of this Agreement. If the Acceptance has not been delivered on or before September 30, 2016, either party may terminate this Agreement by written notice to the other and it shall be of no force and effect.

8. Seller, as a governmental authority, is by law exempt from regulation of its utility operations by the Bay County Utility Regulatory Authority.

9. Specific performance as provided for herein may be compelled pursuant to this Agreement because there is no adequate remedy at law. Attorneys' fees and associated costs may be recovered by the prevailing party in connection with any action for specific performance.

10. Seller shall indemnify and hold harmless and defend the Purchaser and its officers, employees, agents and representative from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the construction, installation, operation, maintenance or repair of the water or sewer infrastructure by Seller or anyone claiming by, through or under Seller; or (ii) the breach of any of Seller's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Seller and Purchaser, but excluding any Damages arising solely from the negligence or willful misconduct of the Purchaser. The covenants contained in this paragraph shall survive the termination of this Agreement. If any third party claim is made against the Purchaser that, if sustained, would give rise to indemnification liability of the Seller under this Agreement, the Purchaser shall promptly cause notice of the claim to be delivered to the Seller and shall afford the Seller and its counsel, at the Seller's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.
ARTICLE II
CLOSING AND PURCHASE PRICE

1. The transactions contemplated by this Agreement will be closed at the offices of Harrison Sale McCloy on or before ten business days after Purchaser's delivery of the Acceptance to Seller, or such other place and time as are mutually convenient (the "Closing").

2. The Purchase Price to be paid at Closing is ONE HUNDRED DOLLARS ($100).

3. The following documents will be executed and delivered at Closing.
   (a) Delivery by Seller of a Warranty Deed to Purchaser, in substantially the form attached as Exhibit B, conveying title to the Real Property and any interest therein conveyed after acquired by Seller free of all claims, liens, and encumbrances, other than Permitted Encumbrances.
   (b) Delivery by Seller of a Bill of Sale to Purchaser, in substantially the form attached as Exhibit C, conveying title to the remaining Assets free of all claims, liens, and encumbrances, other than Permitted Encumbrances.
   (c) Delivery by Seller of an assignment to Purchaser of all Seller's right, title and interest in all Easements to which Seller is privately entitled regardless of the nature and extent of Seller's title, in substantially the form attached as Exhibit D, conveying Seller's title free of all claims, liens and encumbrances, other than Permitted Encumbrances.
   (d) Execution and delivery by Seller and Purchaser of a Closing Statement reflecting the Purchase Price, all debits and credits thereto, and identifying the respective amounts due from all parties and the net amount to Seller, together with a re-proration agreement if necessary.
   (e) Seller's delivery to the Purchaser of a certificate, or update thereto, addressed to the Purchaser which reaffirms the representations and warranties of Seller set forth in Article III hereof.
   (f) Seller's delivery to Purchaser of a complete and current active customer list including service and billing addresses, and an account ledger for each customer.
4. Seller and Purchaser agree to the following proration and apportionment of costs associated with this Agreement:

(a) All documentary stamp taxes, if required, on the deeds of conveyance of the real property included in the Assets shall be split evenly between Seller and Purchaser.

(b) All bills for services, materials and supplies rendered in connection with the operation of the Lake Powell Systems for periods prior to Closing, including but not limited to electricity for a period up to and including the date of Closing, shall be paid by Seller, and thereafter, paid by Purchaser.

(c) Seller shall provide to Purchaser a $150 deposit for each active customer in Seller's system, to be used as a deposit in accordance with Purchaser's policies. Subsequent to Seller's provision to Purchaser of this deposit amount, the balance of any and all refundable customer deposits remaining in Seller's possession shall be returned by the Seller to its customers within sixty (60) days after Closing, less any outstanding account balances due and owing to Seller from said Customers. Purchaser shall not be responsible for or accept responsibility to refund any deposits, nor will Purchaser have any obligation to collect any amounts due the Seller from any customer prior to Closing. Thereafter all collection efforts for any disputed or unpaid balances due Seller prior to Closing shall be the sole responsibility of Seller.

5. Each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing. In the event of any litigation concerning specific performance as provided for or arising under this Agreement or the escrow contemplated in this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation of both the trial and appellate levels.

6. At the Closing and from time to time thereafter, Seller shall execute and deliver such further instruments of sale, conveyance, transfer and assignment, and take such other action as Purchaser may reasonably request, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Assets (including any rights or interests
after acquired), to confirm the title of any real or personal property conveyed hereunder in the Purchaser and to assist Purchaser in exercising rights with respect thereto. This covenant shall survive Closing.

ARTICLE III
REPRESENTATIONS BY SELLER

Seller represents and warrants to Purchaser that:

1. Seller is a Florida unit of special-purpose local government that is authorized pursuant to Chapter 190, Florida Statutes and is duly organized, validly existing and in good standing under the laws of the State of Florida. Seller has all requisite corporate power and authority to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.

2. At Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller in conformance with applicable law.

3. This Agreement constitutes, and all other agreements to be executed by Seller with respect to this Agreement, will constitute when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.

4. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the organizational documents or by-Laws of Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.

5. Seller will at the Closing transfer all of Seller's right, title and interest in and to the Assets, free and clear of all liens and encumbrances other than the Permitted Encumbrances.

6. That each physical Asset used or useful in the operation of the Lake Powell Systems lies within, under or upon real property in which Seller has the unencumbered, free and perpetual right to maintain, access, repair, replace or expand the Asset either by virtue of an easement, dedication or fee title.
7. That the Seller owns or enjoys all rights, title and interests in real property needed or useful for the operation of the Lake Powell Systems as they have been used and operated by Seller, and that all of those rights, titles and interests are either transferable to Purchaser or after Closing will by operation of law be enjoyed by Purchaser.

8. Sections 5 and 6 of the Disclosure Schedule sets forth all contracts and agreements, oral or written, relating to the Lake Powell Systems to which the Seller is a party or pursuant to which any of the Assets are subject.

9. Except as provided in Section 7 of the Disclosure Schedule, there are no actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against the Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Lake Powell Systems or any of the Assets or the Seller's right and ability to make and perform this Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller has not received any notice that it is in default with respect to any permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Lake Powell Systems or any of the Assets. Conversely, except as provided in Section 7 of the Disclosure Schedule, Seller is not maintaining any suit or action against any entity for any cause related to the Assets or the Lake Power Systems, and Seller is not aware of any facts which to its knowledge would support such a suit or action.

10. Seller will cooperate fully with Purchaser in any and all applications or petitions to public authorities reasonably deemed necessary or desirable by the parties, or as required by law, in connection with the purchase and sale of the Lake Powell Systems from Seller as contemplated herein.

11. Seller has not received from and there are no prepaid rates, fees or charges, including deferred standby capacity or connection or similar charges paid by previous owners of property or customers of the Lake Powell Systems, or any other obligation or agreement that would give rise to a claim for service without payment to the Purchaser after the Date of Closing.

12. Seller has not been notified of any facts by reason of which the title to or possession of the Assets might be disputed or questioned.
13. No proceedings in bankruptcy or receivership have ever been instituted by or, to
Seller's knowledge, instituted against Seller and no assignment for the benefit of
creditors has been made.

14. There is no State or Federal Court Judgment or tax lien; or, any other lien of any kind
or nature whatsoever which now constitutes a lien or charge upon Assets which will
survive Closing, other than the Permitted Encumbrances.

15. There are no tenancies or leases on the Real Property which will survive Closing.

16. Seller has not received notice of any threatened or outstanding claim of any nature
which will survive Closing and affect the Assets or the Real Property.

17. There are no unpaid bills or claims for labor, services performed, or material furnished
or delivered during the last twelve months for alterations, repair work or new
construction on the Assets or the Real Property.

18. There is no contract for the making of repairs or improvements on the Assets or Real
Property.

19. There are no chattel mortgages, conditional bills of sale, retention of title agreements,
security agreements, financing statements, or personal property leases not otherwise
disclosed in this Agreement, other than the Permitted Encumbrances.

20. Other than any real or personal property taxes the payoff of which will be escrowed at
Closing, Seller has not been notified of any matters pending against the Seller that
could give rise to a lien that would attach to the Assets, including the Real Property,
or cause a loss of title or impair the title thereof between execution of this Agreement
and Closing. The Seller has not and will not execute any instrument which would
adversely affect the title or interest of same to be conveyed under this Agreement.

21. No "Notice of Commencement" has been recorded which pertains to the Assets or the
specific real property to be conveyed, and Seller has not been notified of any
unrecorded labor, mechanics, or materialmen liens.

22. All representations and warranties provided by Seller under this Agreement shall
survive the Closing for a period of five (5) years and then terminate; provided,
however, that the termination of representations and warranties hereunder shall not
foreclose any claim which has been specifically identified and made by Purchaser to
Seller in writing within such five (5) year period.

11
ARTICLE IV
REPRESENTATIONS BY PURCHASER

Purchaser represents and warrants to Seller that:

1. Purchaser is a municipal corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Purchaser has all requisite corporate power and authority to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.

2. The consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Purchaser.

3. This Agreement constitutes, and all other agreements to be executed by Purchaser with respect to this Agreement, will constitute when executed and delivered, valid and binding obligations of Purchaser, enforceable in accordance with their terms.

4. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Purchaser, the Charter of the Purchaser, nor any indenture, agreement, or other instrument to which Purchaser is a party, or by which it is bound.

5. Purchaser, as a governmental authority, is by law exempt from regulation of its municipal utility operations by the Bay County Utility Regulatory Authority.

ARTICLE V
CONDITIONS PRECEDENT TO CLOSING

The obligation of the parties to close the transactions contemplated by this Agreement is subject to the following conditions precedent (which may be waived only by the party that is the intended beneficiary of said conditions):

1. Neither Party is prohibited by decree or law from consummating the transaction.

2. There is not pending on the Closing Date any legal action or proceeding that seeks to prohibit: (i) the purchase or sale of the Assets; (ii) Purchaser or Seller from closing the
transaction; or (iii) Purchaser from paying the Purchase Price or causing the Purchase Price to be paid in full.

3. Seller and Purchaser shall each have performed all of their respective undertakings required to be performed under the terms of this Agreement.

4. All warranties and representations of the other party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.

5. All of the actions, delivery of instruments, payments and contributions in Article II hereof have occurred as of the Closing Date.

ARTICLE VI
TERMINATION OF THIS AGREEMENT

1. This Agreement may be terminated by mutual written consent of the parties or as specifically set forth in this agreement.

2. Either party (hereinafter referred to as the "Terminating Party") may in writing to the other party terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

   (a) The failure, in any material respect prior to Closing, of any of the conditions precedent to Closing set forth in Article V and intended for Terminating Party's benefit.

   (b) Any material breach of this Agreement by the other party, including, but not limited to, a material breach of any representation or warranty, if other party has not cured such breach within 30 days after notice from Terminating Party, provided, however, such breach must in any event be cured prior to the date of Closing unless the date for cure has been extended by the Terminating Party.

ARTICLE VII
GENERAL

1. This Agreement, together with the Disclosure Schedule and Exhibits attached hereto, constitute the entire agreement among the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, with respect to the subject matter hereof. This Agreement may be executed in
any number of counterparts, each of which shall be deemed an original but all of which,
taken together, shall constitute one and the same document.

2. No amendment of any provision of this Agreement shall be valid unless the same shall
be in writing and signed by both Seller and Purchaser. No waiver of any right or
remedy hereunder shall be valid unless the same shall be in writing and signed by the
party giving such waiver. No waiver by any party with respect to any default,
misrepresentation or breach of warranty or covenant hereunder shall be deemed to
extend to any prior or subsequent default, misrepresentation or breach of warranty or
covenant hereunder or affect in any way any rights arising by virtue of any prior or
subsequent such occurrence.

3. Any notice required to be given pursuant to this Agreement by either party to the other
shall be in writing and shall be delivered personally, or by recognized overnight courier
or sent by certified mail, postage prepaid, return receipt requested, or by facsimile
transmission with written confirmation, addressed as follows:

If to Purchaser:  Mario Gisbert, City Manager
                 City of Panama City Beach
                 110 S. Arnold Road
                 Panama City Beach, FL 32413

                 Copy:    Amy Myers, City Attorney
                           Harrison Sale McCloy
                           304 Magnolia Avenue
                           Panama City, Florida 32401

If to Seller:  Craig Wrathell, District Manager
              Lake Powell Residential Golf Community Development District
              2300 Glades Road, Suite 410, Boca Raton, FL 33431

              Copy:    Michael S. Burke, District Counsel
                                 Burke Blue
                                 16215 Panama City Beach Parkway
                                 Panama City Beach, FL 32413

4. The Disclosure Schedule and Exhibits to this Agreement are a part hereof and are
hereby incorporated in full by reference. In the event of any conflict between the terms
of this Agreement and the terms of Disclosure Schedule, the terms of the Agreement
will control. In the event of any conflict between the terms of this Agreement and the
terms of any Exhibit, the terms of this Agreement will control.
5. Notwithstanding anything to the contrary herein or any interpretation to the contrary, Purchaser acknowledges and agrees that it is neither the intent of the parties, nor shall the Purchaser be deemed to in any manner have waived any sovereign immunity or agreed to the contracting away of any police power as a result of this or any other agreement or instrument resulting from this Agreement, or by undertaking to act pursuant to this Agreement.

6. The headings used herein are for convenience only, and they shall be disregarded in the construction of this Agreement.

7. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

8. This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal party hereto.

9. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.

10. This Agreement shall be governed by the laws of the State of Florida. In the event of a dispute, the parties waive any trial by jury and expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State of Florida, whether State or Federal, and further agree that venue shall lie in Bay County, Florida.

11. At all times prior to and through the time of Closing, Seller shall self-insure or maintain adequate fire and extended comprehensive general insurance coverage for the cost of any replacement or repairs to the Purchased Assets that may be required as a result of casualty damage. The risk of loss until Closing is upon Seller. The risk of loss after Closing is upon Purchaser.

Signatures upon pages following.
IN WITNESS WHEREOF, the Seller has caused these presents to be executed in its name on the date below to become effective on the Effective Date first above defined.

[SEAL]

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT,
a Florida unit of special-purpose local government pursuant to Chapter 190, Florida Statutes

By: _____________________________

Name: ___________________________

Its: _____________________________

Date: ___________________________, 2016

APPROVED:

_______________________________

Name: ___________________________

District Engineer

APPROVED AS TO FORM

________________________________

Michael S. Burke, District Counsel

ATTEST:

________________________________

Name: ___________________________

District Clerk or Secretary
IN WITNESS WHEREOF, the Purchaser has caused these presents to be executed in its name on the date below, to become effective on the Effective Date first above defined.

CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida

[SEAL]

By: ____________________________
   Mario Gisbert, City Manager

Date: ________________________, 2016

APPROVED:

Al Shortt, P.E., Utilities Director

APPROVED AS TO FORM

City Attorney

ATTEST:

Diane Fowler, City Clerk

AGENDA ITEM #
EXHIBIT A
DISCLOSURE SCHEDULE

<table>
<thead>
<tr>
<th>Section 1:</th>
<th>Personality and Fixtures</th>
<th>See Exhibit A-1 attached hereto</th>
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<tr>
<td>Section 2:</td>
<td>Real Property</td>
<td>See Exhibit A-2 attached hereto</td>
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<td>Section 3:</td>
<td>Easements</td>
<td>See Exhibit A-3 attached hereto</td>
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<td>Section 4:</td>
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<td>FDEP Drinking Water Permit #1034146</td>
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<td>Section 6:</td>
<td>Un-Assumed Contracts (to be cancelled)</td>
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<td>Section 7:</td>
<td>The Improvements (to be constructed)</td>
<td>See Exhibit A-7 attached hereto</td>
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<td>Section 8:</td>
<td>Seller Litigation</td>
<td>Panhandle Engineering Inc. v Lake Powell Residential Golf Community Development District, Bay County Case Number 14-001168-CA.</td>
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In 2014, Panhandle Engineering, Inc., the former engineer for the Lake Powell Residential Golf CDD, filed a lawsuit alleging that it is owed $352,792.00 in fees and or costs during the term of its 13 year contract with the CDD. The CDD denies any liability for the fees and costs because the fees and costs were never billed to the CDD during the 13 year term of its contract until the final bill when Panhandle Engineering, Inc. resigned as the CDD Engineer. The CDD has filed an Answer and Affirmative Defenses and Panhandle Engineering, Inc. filed its Reply.
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$39,976.50
SITE LAYOUT PLAN
LAKE POWELL RESIDENTIAL GOLF COURSE UFT STATION SITE PLAN

PERMIT PURPOSES ONLY

AGENDA ITEM #
PERMIT PURPOSES ONLY
SITE LAYOUT PLAN
LAKE POWELL RESIDENTIAL GOLF COURSE LIFT STATION SITE PLAN
BEAVER COUNTY

McNEIL CARROLL ENGINEERING, INC.

PLANNING ENGINEERS FOR THE ARCHITECTURAL AND ENGINEERING FIELDS

AGENDA ITEM #
NON-EXCLUSIVE EASEMENT

THIS INDENTURE, made this __ day of ___, 20___, between LAKE POWELL LLC ("Grantor"), and LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT ("Grantee"),

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant and convey to the Grantee, its successors, assigns, licensees, invitees, employees and agents a non-exclusive easement for ingress, egress and utilities, (the "Easement"), upon, over, across or under the following described land, situate, lying and being in the County of Bay, State of Florida, to-wit:

As legally described in Exhibit "A" hereto.

THE EASEMENT is appurtenant to and for use for access and utilities from Wild Heron Way to the following described property (the "Appurtenant Property"), to-wit:

As legally described in Exhibit "B" hereto.

TO HAVE AND TO HOLD the above granted Easement unto the Grantee, together with all rights and privileges pertaining thereto and subject to all of the terms and provisions hereof.

Grantee shall have the right to locate within the Easement, although not within the paved roadway portion therein, its lines for the distribution of water and its lines for the collection of sanitary sewer, and shall have the right to maintain those lines.

Grantee shall promptly repair any damage to the Easement caused by the exercise by Grantee of any of the privileges granted herein.

It is expressly understood and agreed that the terms, covenants and conditions of this Indenture shall be and constitute covenants running with and binding upon the Easement and shall provide access to the Appurtenant Property from Wild Heron Way regardless of any future change in ownership or title to the Appurtenant Property.

NOTHING HEREIN shall be construed to create a conveyance of fee simple title to any part
of the Easement.

IN WITNESS WHEREOF, the respective Grantors have caused these presents to be executed and to be effective for all purposes the day and year first above written.

Signed, sealed and delivered in the presence of:

LAKE POWELL LLC,
a Delaware limited liability company

By: LP Land Company, a Delaware corporation
   Its: Managing Member
   By: John A. Svecak, Vice President

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

By: Luxy Lash
   Name: Lushy Lash
   Its: General Counsel

Print Name: Doc's J. Bowred
Print Name: Lynn D. Blakes

(Print name) J. ROBERT HUGHES
(Print name) KRISTINA M. GRINDSTAFF
Commonwealth
STATE OF Pennsylvania
county OF Allegheny

The foregoing instrument was acknowledged before me this 10th day of March, 2004, by John A. Svorcek, who is known personally known to me be the person described in and who executed the foregoing instrument as Vice President of LP Land Company, a corporation organized under the laws of the State of Delaware, in its capacity as Managing Member of Lake Powell LLC, a limited liability company organized under the laws of the State of Delaware and authorized to do business in Florida. He has acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation on behalf of the company.

COMMONWEALTH
STATE OF FL
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of March, 2004, by Eunice K. Craft, as Comptroller of Lake Powell Residential Golf Community Development District, a local unit of special-purpose government, on behalf the community development district, who: (notary must check applicable line)

☐ produced a current Florida driver's license as identification.
☐ produced ______________________ as identification.

Notary Public
My Commission Expires:

Commonwealth
STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Notary Public
Laura M. Lauden
My Commission Expires:

Commonwealth
STATE OF FL
COUNTY OF BROWARD

Notary Public
My Commission Expires:

Commonwealth
STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Notary Public
Laura M. Lauden
My Commission Expires:

Commonwealth
STATE OF FL
COUNTY OF BROWARD

Notary Public
My Commission Expires:
EXHIBIT "A"

COMMENCE AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA. THENCE NORTH 88 DEGREES 51 MINUTES 17 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 33 FOR 216.46 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 00 DEGREES 33 MINUTES 02 SECONDS EAST FOR 101.52 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 08 SECONDS WEST FOR 711.96 FEET; THENCE SOUTH 49 DEGREES 16 MINUTES 08 SECONDS WEST FOR 70.20 FEET; THENCE SOUTH 30 DEGREES 13 MINUTES 49 SECONDS WEST FOR 76.06 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF WILD HERON WAY WHICH IS A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30273.85 FEET; THENCE NORTHWESTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 177.09 FEET, THE CHORD OF SAID ARC BEARING NORTH 30 DEGREES 23 MINUTES 10 SECONDS WEST FOR 177.09 FEET TO THE BEGINNING OF A CURVE IN SAID RIGHT OF WAY LINE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1040.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 56.50 FEET, THE CHORD OF SAID ARC BEARING NORTH 31 DEGREES 46 MINUTES 29 SECONDS WEST FOR 56.49 FEET; THENCE NORTH 33 DEGREES 19 MINUTES 52 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR 49.60 FEET TO THE NORTH LINE OF SAID SECTION 33; THENCE SOUTH 88 DEGREES 51 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE FOR 949.17 FEET TO THE POINT OF BEGINNING.
EXHIBIT B

BEGIN AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA. THENCE SOUTH 01°30'30" WEST ALONG THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33 FOR 145.68 FEET; THENCE SOUTH 87°07'04" WEST FOR 106.55 FEET; THENCE NORTH 07°47'48" WEST FOR 26.88 FEET; THENCE NORTH 86°28'05" WEST FOR 101.54 FEET; THENCE NORTH 09°33'02" WEST FOR 122.43 FEET TO THE NORTH LINE OF SAID SECTION 33; THENCE SOUTH 88°51'17" EAST ALONG SAID NORTH LINE FOR 216.46 FEET TO THE POINT OF BEGINNING.
RESERVED FOR USE BY CLERK OF COURT

EASEMENT

THIS EASEMENT ("Easement") is made this 17th day of May, 2004, by and between LAKE POWELL LLC, a Delaware limited liability company, its successors in title, successors in interest, and assigns ("Grantor"), and LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT ("Grantee");

WITNESSETH:

1. The Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the conditions and covenants herein contained, does hereby grant and convey unto Grantee, its successors in title and assigns, a non-exclusive easement ("the Easement") in, and the right to excavate for, install, bury, construct, maintain, repair, alter, and operate its sanitary sewer, potable water, and reuse water utilities, as the same shall be located or related by the Grantee, together with the right to allow the attachment of and also the right to install, maintain and use such junctions, manholes, drains, and connectors as may be necessary or convenient in connection therewith, upon, under, and across the following described land in Bay County, Florida, to wit:

SEE ATTACHED AND INCORPORATED EXHIBIT "A"

Together with all rights and privileges necessary or convenient for the full enjoyment and use thereof.

2. It is expressly understood and agreed that by accepting this Easement, that in undertaking any excavation, installation, burial, construction, maintenance, repair, alteration, or operation, the Grantee, its successors and assigns, shall be obligated to restore the property to as good or better condition as immediately preceding such undertaking. Grantee further hereby agrees by accepting this Easement to repair any damage which Grantee or its agents, servants, or employees may cause in any way whatsoever to the parcel described herein on account of Grantee's use of the Easement. Grantee hereby further agrees by accepting this Easement to make no improvements or alterations on the Easement the prior written approval of Grantor, or its successor in title. Grantor, its successors and assigns, shall make no use of or improvement on the above-described lands inconsistent with the easements granted herein, Grantor and Grantee agreeing that construction of an asphalt paved road or parking lot shall not be considered an inconsistent use.
3. It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Property, and shall be binding upon and inure to the benefit of the successors and assigns of the Grantee.

4. The Easement shall survive for so long as the Grantee or its successor or assignee shall maintain and operate the lift station associated therewith for its intended purpose. If Grantee should abandon the use of such for a continuous period of three months, all rights hereby granted shall cease and terminate and all of Grantee's interest in the Easement shall revert to the Grantor. Upon the happening of said abandonment, the parties agree that Grantor shall have the right, without consultation with or approval of Grantee, to cause to be recorded in the Official Records of Bay County, Florida, an affidavit describing the abandonment of the Easement, and declaring the Easement granted herein to be terminated. The parties herein further agree that said affidavit shall be sufficient and competent evidence of such abandonment and termination without further documentation by Grantor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first written above.

[Signatures Follow on Subsequent Pages]
Signed, sealed & delivered in the presence of:

Debrah L. Kutzwisch
(name),

Carol J. Quick Leog
(name),

Managing Member of Lake Powell LLC, a Delaware limited liability company

The foregoing instrument was acknowledged before me this day of May, 2004, by

John A. Swartz, as V.P. of LP Land Company, a Delaware corporation, as Managing Member of Lake Powell LLC, a Delaware limited liability company, on behalf of the limited liability company, who: (notary must check applicable box)

☐ is personally known to me.
☐ produced a current driver's license as identification.
☐ produced __________________ as identification.

Sandra Maria Swartz
(Notary Public)

Notary Public
Serial #
My Commission Expires: Oct 4, 2002

Notary Seal
Sandra Maria Swartz, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Oct 4, 2002
Member, Pennsylvania Association of Notaries

CRANTOR

LAKE POWELL LLC,
a Delaware limited liability company

By: LP Land Company, a Delaware corporation, its managing member

By: John A. Swartz
(name),
its: V.P. President

Commonwealth of Pennsylvania
COUNTY OF Allegheny
EXHIBIT "A"

PARCEL 1: WEST WATER OAK BEND AND SAWGRASS COURT, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION OF SAWGRASS COURT VACATED IN RESOLUTION NUMBER 2413, RECORDED IN BAY COUNTY OFFICIAL RECORDS BOOK 2145, PAGE 1143.

PARCEL 2: EAST WATER OAK BEND, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 3: THAT PORTION OF PINFISH DRIVE AND LOST COVE LANE, LYING WITHIN THE BOUNDARY OF WILD HERON PHASE III, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 4: THAT PORTION OF PINFISH DRIVE AND SHARK'S TOOTH TRAIL LYING WITHIN THE BOUNDARY OF WILD HERON PHASE V, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 12 AND 13, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 5: WEST LAKEWALK, WILD HERON PHASE VI, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 65 THROUGH 68, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 6: EAST LAKEWALK, WILD HERON PHASE VI, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 65 THROUGH 68, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 7: COMMENCE AT THE NORTHWEST CORNER OF LOT 213-24, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, THENCE SOUTH 07 DEGREES 22 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 213-24 FOR 39.46 FEET TO A CURVE CONCAVE TO THE NORTH ON THE NORTH RIGHT OF WAY OF WEST WATER OAK BEND; THENCE WESTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 750.00 FEET FOR AN ARC DISTANCE OF 13.17 FEET, THE CHORD OF SAID ARC BEARING NORTH 68 DEGREES 12 MINUTES 22 SECONDS WEST FOR 13.17 FEET, THENCE NORTH 07 DEGREES 22 MINUTES 19 SECONDS WEST ALONG SAID RIGHT OF WAY OF WEST WATER OAK BEND FOR 7.59 FEET; THENCE NORTH 07 DEGREES 22 MINUTES 38 SECONDS EAST FOR 28.52 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 37 SECONDS WEST FOR 44.09 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 29 SECONDS WEST FOR 56.78 FEET; THENCE NORTH 07 DEGREES 30 MINUTES 22 SECONDS WEST FOR 56.68 FEET; THENCE NORTH 08 DEGREES 24 MINUTES 04 SECONDS EAST FOR 57.53 FEET; THENCE NORTH 55 DEGREES 21 MINUTES 16 SECONDS WEST FOR 171.02 FEET; THENCE NORTH 05 DEGREES 25 MINUTES 03 SECONDS EAST FOR 70.12 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 68.37 FEET FOR THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 84.87 FEET, THE CHORD OF SAID ARC BEARING NORTH 08 DEGREES 24 MINUTES 04 SECONDS WEST FOR 79.53 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 229.53 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 147.71 FEET, THE CHORD OF SAID ARC BEARING NORTH 05 DEGREES 31 MINUTES 31 SECONDS EAST FOR 145.17 FEET; THENCE NORTH 12 DEGREES 34 MINUTES 33 SECONDS WEST FOR 118.87 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 29.91 FEET, THE CHORD OF SAID ARC BEARING NORTH 46 DEGREES 50 MINUTES 46 SECONDS WEST FOR 28.13 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 208.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 16.13 FEET, THE CHORD OF SAID ARC BEARING NORTH 78 DEGREES 33 MINUTES 40 SECONDS WEST FOR 16.13 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE FOR...
AN ARC DISTANCE OF 39.36 FEET, THE CHORD OF SAID ARC BEARING SOUTH 58 DEGREES 13 MINUTES 13 SECONDS WEST FOR 35.42 FEET; THENCE SOUTH 13 DEGREES 06 MINUTES 47 SECONDS WEST FOR 226.40 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 68.37 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 116.58 FEET, THE CHORD OF SAID ARC BEARING SOUTH 35 DEGREES 44 MINUTES 05 SECONDS EAST FOR 102.96 FEET TO THE POINT OF BEGINNING.

PARCEL B: COMMENCE AT THE SOUTHWEST CORNER OF LOT E10-3, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTH 25 DEGREES 30 MINUTES 40 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT E10-3 AND LOT E10-2, SAID WILD HERON PHASE II FOR 85.64 FEET; THENCE SOUTH 58 DEGREES 13 MINUTES 12 SECONDS WEST FOR 17.91 FEET; THENCE SOUTH 64 DEGREES 51 MINUTES 39 SECONDS WEST FOR 16.54 FEET; THENCE SOUTH 53 DEGREES 29 MINUTES 21 SECONDS WEST FOR 113.77 FEET; THENCE SOUTH 58 DEGREES 49 MINUTES 36 SECONDS WEST FOR 83.64 FEET; THENCE NORTH 86 DEGREES 29 MINUTES 04 SECONDS WEST FOR 32.93 FEET; THENCE SOUTH 13 DEGREES 03 MINUTES 00 SECONDS WEST FOR 30.89 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 15.00 FEET FOR THE POINT OF BEGINNING. THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 24.66 FEET, THE CHORD OF SAID ARC BEARING SOUTH 44 DEGREES 52 MINUTES 31 SECONDS WEST FOR 121.54 FEET; THENCE SOUTH 12 DEGREES 09 MINUTES 25 SECONDS WEST FOR 28.01 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 21.50 FEET; THENCE SOUTHERLY, EASTERLY, AND NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 74.41 FEET, THE CHORD OF SAID ARC BEARING SOUTH 86 DEGREES 38 MINUTES 45 SECONDS EAST FOR 42.46 FEET; THENCE NORTH 06 DEGREES 06 MINUTES 55 SECONDS WEST FOR 23.54 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 130.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 11.91 FEET, THE CHORD OF SAID ARC BEARING NORTH 03 DEGREES 29 MINUTES 30 SECONDS WEST FOR 11.90 FEET; THENCE NORTH 06 DEGREES 06 MINUTES 55 SECONDS WEST FOR 23.54 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 257.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 91.25 FEET, THE CHORD OF SAID ARC BEARING NORTH 09 DEGREES 18 MINUTES 12 SECONDS EAST FOR 90.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 15.60 FEET; THENCE NORTHERLY AND WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 23.24 FEET, THE CHORD OF SAID ARC BEARING NORTH 28 DEGREES 44 MINUTES 15 SECONDS WEST FOR 22.37 FEET TO THE POINT OF BEGINNING.

PARCEL 9: COMMENCE AT THE NORTHEAST CORNER OF LOT E10-30, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 24 DEGREES 34 MINUTES 00 SECONDS WEST FOR 47.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT E10-30; THENCE SOUTH 32 DEGREES 00 MINUTES 25 SECONDS EAST FOR 30.66 FEET; THENCE SOUTH 75 DEGREES 19 MINUTES 38 SECONDS EAST FOR 149.11 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 47.27 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 64.86 FEET, THE CHORD OF SAID ARC BEARING SOUTH 73 DEGREES 13 MINUTES 02 SECONDS EAST FOR 17.91 FEET; THENCE NORTH 22 DEGREES 31 MINUTES 26 SECONDS WEST FOR 23.00 FEET TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 22.27 FEET FOR THE POINT OF BEGINNING. THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 28.34 FEET, THE CHORD OF SAID ARC BEARING NORTH 30 DEGREES 43 MINUTES 39 SECONDS EAST FOR 28.63 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 69.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 24.19 FEET, THE CHORD OF SAID ARC BEARING NORTH 04 DEGREES 03 MINUTES 15 SECONDS EAST FOR 24.66 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 710.26 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE.
PARCEL 10: THAT PORTION OF SHARK’S TOOTH TRAIL, WILD HERON PHASE VII, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 69 THROUGH 71 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCE AT THE NORTH EAST CORNER OF LOT 3VII-6, SAID WILD HERON PHASE VII; THENCE NORTH 88 DEGREES 11 MINUTES 22 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT BVII-6 FOR 163.55 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 88 DEGREES 11 MINUTES 52 SECONDS WEST FOR 30.20 FEET, THE CHORD OF SAID ARC BEARING NORTHEASTERLY 26 SECONDS EAST FOR 192.41 FEET, THE CHORD OF SAID ARC BEARING SOUTH 07 DEGREES 37 MINUTES 14 SECONDS EAST FOR 135.73 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 185.24 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 13.31 FEET, THE CHORD OF SAID ARC BEARING NORTH 80 DEGREES 23 MINUTES 34 SECONDS WEST FOR 13.31 FEET TO TERMINATE ON THE NORTHEASTERLY LINE OF LOT AVII-7, SAID WILD HERON PHASE VII.
EAST FOR 286.14 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 77.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 37.50 FEET, THE CHORD OF SAID ARC BEARING SOUTH 09 DEGREES 45 MINUTES 31 SECONDS WEST FOR 37.52 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 33 SECONDS WEST FOR 43.22 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 148.00 FEET; THENCE SOUTHERLY, EASTERLY AND NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 534.07 FEET, THE CHORD OF SAID ARC BEARING SOUTH 79 DEGREES 31 MINUTES 08 SECONDS EAST FOR 287.97 FEET; THENCE NORTH 02 DEGREES 53 MINUTES 48 SECONDS WEST FOR 64.31 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 273.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 58.43 FEET, THE CHORD OF SAID ARC BEARING NORTH 09 DEGREES 01 MINUTE 41 SECONDS WEST FOR 36.32 FEET; THENCE NORTH 15 DEGREES 09 MINUTES 35 SECONDS WEST FOR 85.07 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 223.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 66.06 FEET, THE CHORD OF SAID ARC BEARING NORTH 23 DEGREES 38 MINUTES 46 SECONDS WEST FOR 65.82 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 197.50 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 51.41 FEET, THE CHORD OF SAID ARC BEARING NORTH 24 DEGREES 40 MINUTES 34 SECONDS WEST FOR 51.26 FEET; THENCE NORTH 17 DEGREES 13 MINUTES 11 SECONDS WEST FOR 86.93 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 97.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 89.47 FEET, THE CHORD OF SAID ARC BEARING NORTH 43 DEGREES 38 MINUTES 41 SECONDS WEST FOR 86.34 FEET; THENCE NORTH 79 DEGREES 04 MINUTES 12 SECONDS WEST FOR 16.99 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 222.93 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 119.87 FEET, THE CHORD OF SAID ARC BEARING NORTH 54 DEGREES 40 MINUTES 00 SECONDS WEST FOR 118.43 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 92.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 126.75 FEET, THE CHORD OF SAID ARC BEARING NORTH 00 DEGREES 12 MINUTES 22 SECONDS EAST FOR 116.94 FEET TO A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 136.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 229.57 FEET, THE CHORD OF SAID ARC BEARING NORTH 34 DEGREES 51 MINUTES 02 SECONDS EAST FOR 229.30 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 338.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 11 MINUTES 57 SECONDS EAST FOR 240.33 FEET; THENCE NORTH 11 DEGREES 37 MINUTES 33 SECONDS WEST FOR 266.30 FEET TO A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 224.80 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 151.09 FEET, THE CHORD OF SAID ARC BEARING NORTH 07 DEGREES 37 MINUTES 45 SECONDS EAST FOR 148.27 FEET TO A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 30.20 FEET, THE CHORD OF SAID ARC BEARING NORTH 61 DEGREES 29 MINUTES 32 SECONDS EAST FOR 28.40 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 130.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 94.31 FEET, THE CHORD OF SAID ARC BEARING NORTH 63 DEGREES 06 MINUTES 37 SECONDS WEST FOR 92.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT, COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA. THENCE SOUTH 01 DEGREES 13 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 FOR 1849.72 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 17 SECONDS EAST FOR 209.43 FEET TO A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 15.00 FEET FOR THE POINT OF BEGINNING. THENCE NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 25.70 FEET, THE CHORD OF SAID ARC BEARING NORTH 44 DEGREES 44 MINUTES 42 SECONDS EAST FOR 22.67 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 792.00 FEET; THENCE EASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 68.24 FEET, THE CHORD OF SAID ARC BEARING SOUTH 88 DEGREES 38 MINUTES 12 SECONDS EAST FOR 68.22 FEET TO A CURVE CONCAVE TO THE SOUTHWEST

EExhibit "A" - Page 4 of 5
HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 19.24 FEET, THE CHORD OF SAID ARC BEARING SOUTH 54 DEGREES 09 MINUTES 45 SECONDS EAST FOR 18.03 FEET; THENCE SOUTH 17 DEGREES 13 MINUTES 11 SECONDS EAST FOR 20.02 FEET TO A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 241.59 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 62.55 FEET, THE CHORD OF SAID ARC BEARING SOUTH 24 DEGREES 40 MINUTES 34 SECONDS EAST FOR 62.48 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 179.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 59.03 FEET, THE CHORD OF SAID ARC BEARING SOUTH 15 DEGREES 09 MINUTES 35 SECONDS EAST FOR 53.07 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 229.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 49.01 FEET, THE CHORD OF SAID ARC BEARING SOUTH 02 DEGREES 53 MINUTES 08 SECONDS EAST FOR 48.92 FEET; THENCE SOUTH 02 DEGREES 53 MINUTES 48 SECONDS EAST FOR 64.31 FEET TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 104.00 FEET; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 375.29 FEET, THE CHORD OF SAID ARC BEARING NORTH 79 DEGREES 31 MINUTES 08 SECONDS WEST FOR 202.36 FEET; THENCE NORTH 23 DEGREES 51 MINUTES 33 SECONDS EAST FOR 43.22 FEET TO A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 121.00 FEET; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 59.56 FEET, THE CHORD OF SAID ARC BEARING NORTH 09 DEGREES 45 MINUTES 31 SECONDS EAST FOR 58.96 FEET; THENCE NORTH 04 DEGREES 20 MINUTES 30 SECONDS WEST FOR 181.48 FEET TO THE POINT OF BEGINNING.

PARCEL 12: DUNE LAKE TRAIL, WILD HERON PHASE VII, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 69 THROUGH 71, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 13: THE INTERIOR OF THE TRAFFIC CIRCLE OF WILD HERON WAY LYING WITHIN A 66-FOOT RADIUS OF THE FOLLOWING DESCRIBED RADIUS POINT: COMMENCE AT THE MOST WESTERLY CORNER OF LOT VII-D-1, WILD HERON PHASE VIII, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 80 THROUGH 83 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 43 DEGREES 11 MINUTES 47 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT VII-D-1 AND A PROJECTION THEREOF FOR 39.16 FEET; THENCE SOUTHERLY FOR 39.16 FEET, ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 121.00 FEET FOR 39.16 FEET; THENCE WESTERLY FOR 130.00 FEET TO SAID RADIUS POINT.

PARCEL 14: THE ALLEYS LYING WITHIN WILD HERON PHASE VI, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 63 THROUGH 68, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
GRANT OF NON-EXCLUSIVE EASEMENT

THIS INDENTURE, made this 15th day of March, 2007, between LAKE POWELL LLC, a Delaware limited liability company, whose mailing address is 1436 Wild Heron Way, Panama City Beach, FL 32413, ("Grantor"), and LAKE POWELL RESIDENTIAL GOLF COMMUNITY DISTRICT, a local unit of special-purpose governed, created and existing pursuant to Chapter 198, Florida Statutes, whose mailing address is 10300 N.W. 11th Manor, Coral Springs, FL 33071, ("Grantee").

WITNESSETH:

That the Grantee, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant and convey to the Grantee, its successors, assigns, licensees, invitees, employees and agents, a non-exclusive easement for ingress, egress and utilities (stormwater, irrigation, gas, water, sewage, electric, power, phone and cable), (the "Easement"), upon, over, across or under the following described land, situate, lying and being in the County of Bay, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the above granted Easement unto the Grantee, its successors, assigns, licensees, invitees, employees and agents, together with all rights and privileges pertaining thereto and subject to all of the terms and provisions hereof.

NOTHING HEREBIN shall be construed to create a conveyance of fee simple title to any part of the Easement.

[signature on following pages]
IN WITNESS WHEREOF, the respective Grantor has caused these presents to be executed and to be effective for all purposes the day and year first above written.

Signed, sealed and delivered in the presence of:

Lake Powell LLC, a Delaware limited liability company

By: LP Land Company, Inc., a Delaware corporation, its managing member

By: Bartley J. Rahuba
Its: President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me this 8th day of March, 2007, by Bartley J. Rahuba, who is personally known to me to be the person described in and who executed the foregoing instrument as President of LP Land Company, a corporation organized under the laws of the State of Delaware, in its capacity as Managing Member of Lake Powell LLC, a limited liability company organized under the laws of the State of Delaware and authorized to do business in Florida. He has acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation on behalf of the company.

Notary Public
Commission # My Commission Expires: 8/31/2010

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Ann L. Sheltek, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Aug. 22, 2010

AGENDA ITEM # 3
JOINER

WILD HERON PROPERTY OWNERS ASSOCIATION, INC., hereby consents to and joins in the granting of the Easement, to which this joinder is attached.

Signed, sealed and delivered in the presence of:


Name: Samuel Marcus Sanders

Name: Deborah L. RTterasvoda

JOINER

WILD HERON PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation

By: RASTLE J. ARAHUBA

Its: PRESIDENT

The foregoing instrument was acknowledged before me this 15th day of March, 2007, by RASTLE J. ARAHUBA, who is personally known to me to be the person described in and who executed the foregoing instrument as President of the Wild Heron Property Owners Association, Inc., a corporation organized under the laws of the State of Florida. He/she has acknowledged before me that he/she executed the foregoing instrument as such officer in the name and on behalf of the corporation.

(SEAL)

Notary Public

Commission #:_________________________

My Commission Expires: 8/22/2016

COMMONWEALTH OF PENNSYLVANIA

Notary Seal

Ann L. Shields, Notary Public
City Of Pittsburgh, Allegheny County

Witners, Pennsylvania Association of Notaries

7/21/2016 4:45 PM

AGENDA ITEM #_2_
EXHIBIT “A”
(Road Legals)

Parcel 1:
Those certain roads as described in that certain Special Warranty Deed dated May 17, 2004, and recorded in Official Records Book 2444, Page 2380, of the public records of Bay County, Florida, more particularly described as follows:

PARCEL 1: WEST WATER OAK BEND AND SAWGRASS COURT, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF SAWGRASS COURT VACATED IN RESOLUTION NUMBER 2413, RECORDED IN BAY COUNTY OFFICIAL RECORDS BOOK 2145, PAGE 1143.

PARCEL 2: EAST WATER OAK BEND, WILD HERON PHASE II, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 62 THROUGH 65, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 3: THAT PORTION OF PINFISH DRIVE AND LOST COVE LANE, LYING WITHIN THE BOUNDARY OF WILD HERON PHASE III, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 18, PAGES 70 AND 71, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 4: THAT PORTION OF PINFISH DRIVE AND SHARK’S TOOTH TRAIL, LYING WITHIN THE BOUNDARY OF WILD HERON PHASE V, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 12 AND 13, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 5: WEST LAKEWALK, WILD HERON PHASE VI, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 65 THROUGH 68, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 6: EAST LAKEWALK, WILD HERON PHASE VI, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 65 THROUGH 68, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PARCEL 10: THAT PORTION OF SHARK’S TOOTH TRAIL, WILD HERON PHASE VII, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 69 THROUGH 71, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCE AT THE NORTHEAST CORNER OF LOT VIII-6, SAID WILD HERON PHASE VII; THENCE NORTH 88 DEGREES 11 MINUTES 32 SECONDS WEST FOR 103.55 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 88 DEGREES 11 MINUTES 32 SECONDS WEST FOR 163.55 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 88 DEGREES 11 MINUTES 32 SECONDS WEST FOR 36.68 FEET THENCE NORTH 82 DEGREES 27 MINUTES 34 SECONDS WEST FOR 13.31 FEET TO THE POINT OF TERMINATION.

PARCEL 12: DUNE LAKE TRAIL, WILD HERON PHASE VII, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 19, PAGES 69 THROUGH 71, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

Parcel 1: The alleys lying within Wild Heron Phase VI, according to the Plat recorded in Plat Book 19, Pages 80 through 83, in the Public Records of Bay County, Florida.

Parcel 2: That portion of Shark's Tooth Trail and Dune Lake Trail, lying within the boundaries of Wild Heron Phase VII, according to the Plat recorded in Plat Book 19, Page 69, in the Public Records of Bay County, Florida.

Parcel 3: That portion of Salamander Trail, Egret Court and Little Hawk Lane, lying within the boundaries of Wild Heron Phase VIII, according to the Plat recorded in Plat Book 19, Page 80, in the Public Records of Bay County, Florida.

Parcel 4: That portion of Shark's Tooth Trail and Otter Point, lying within the boundaries of Wild Heron Phase IX, according to the Plat recorded in Plat Book 21, Page 11, in the Public Records of Bay County, Florida.

Parcel 5: That portion of Lost Cove Lane, lying within the boundaries of Wild Heron Phase X, according to the Plat recorded in Plat Book 21, Page 13, in the Public Records of Bay County, Florida.

Parcel 6: That portion of Salamander Trail and Skimmer Court, lying within the boundaries of Wild Heron Phase XI, according to the Plat recorded in Plat Book 21, Page 38, in the Public Records of Bay County, Florida.

Parcel 7: That portion of Shark's Tooth Trail, Old Oak Trail, Los Nino's Circle and Southern Point Court, lying within the boundaries of Wild Heron Phase XII, according to the Plat recorded in Plat Book 22, Page 32, in the Public Records of Bay County, Florida.

Parcel 8: That portion of Lost Cove Lane, lying within the boundaries of Wild Heron Phase XIII, according to the Plat recorded in Plat Book 21, Page 89, in the Public Records of Bay County, Florida.

Parcel 9: That portion of Salamander Trail, lying within the boundaries of Wild Heron Phase XIV, according to the Plat recorded in Plat Book 22, Page 39, in the Public Records of Bay County, Florida.
EXHIBIT B
FORM OF WARRANTY DEED

This indenture made on ___________ , 2016, by
whose address is:
hereinafter called the "grantor", to

The City of Panama City Beach, a municipal corporation
whose address is: 110 South Arnold Road, Panama City Beach, Florida, 32413
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual,
and either sex, and shall include heirs, legal representatives, successors and assigns of the
same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and
other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains,
sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land
situate in Bay County, Florida, to-wit:

[ ]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in
anyway appertaining.

The land is not the homestead of the Grantor under the laws and constitution of the State of
Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible
reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to
all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land;
that the grantor hereby fully warrants the title to said land and will defend the same against the
lawful claims of all persons whomsoever; and that said land is free of all encumbrances except
taxes accruing subsequent to December 31st of 201__.
In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written. 

Grantor

By: __________________________
   Its

Signed, sealed and delivered in our presence:

Witness Signature: __________________________
Print Name: __________________________

State of __________________________
County of __________________________

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on ___, 2016, by __________________________, as __________________________ of __________________________, on behalf of the corporation, who is personally known to me or has produced a valid driver's license as identification.

NOTARY PUBLIC

Notary Print Name: __________________________
My Commission Expires: __________________________
EXHIBIT C
FORM OF BILL OF SALE
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT, a Florida unit of special purpose local government authorized pursuant to Chapter 190, Florida Statutes, for and in consideration of the sum of Ten and no/100's Dollars, lawful money of the United States, to it paid by THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, duly organized and validly existing under the laws of the State of Florida ("Buyer"), whose address is 110 S. Arnold Road, Panama City Beach, Florida 32413, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the Buyer, the following goods and chattels:

See Exhibit A attached hereto and incorporated herein. Collectively, the foregoing, together with the miscellaneous items and equipment affixed to and made a permanent part of those improvements, are referred to as the "Personalty."

TO HAVE AND TO HOLD the same unto the Buyer, Buyer's successors and assigns forever.

AND Seller does, for itself, covenant to and with the Buyer that Seller is the lawful owner of the Personalty; that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that Seller has good right and lawful authority to sell the Personalty; and that Seller does warrant and defend the sale of the Personalty to the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

AND Seller does, for itself, covenant to and with the Buyer that the Personalty is free from defects in material and workmanship that are discovered or arise under normal use for a period of one (1) year following the date of Buyer's final acceptance of the Personalty. However, the Seller shall not be required to make any repairs or replace any parts if the Personalty was abused or not operated in accordance with the normal standard of care, and the Seller shall have no obligation or liability for damage resulting from repair, maintenance, or reinstallation by any party other than Seller. The Buyer's exclusive remedy is limited solely to the repair or replacement of any material or workmanship which may prove defective under normal use and service. The warranties stated above are expressly in lieu of all other warranties not expressly stated herein,
including the warranties of quality, productiveness, and fitness for a particular purpose. Except as expressly stated herein, Seller makes no implied warranties.

DATED this __________ day of ________________, 2016.

Signed, sealed & delivered in the presence of:

____________________________
(Signature of Witness)
Print Name:

____________________________
(Signature of Witness)
Print Name:

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

By: ________________________(SEAL)
____________________________, Chairman

STATE OF FLORIDA
COUNTY OF BAY

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of ________________, 2016, by ______________, Chairman, Lake Powell Residential Golf Community Development District, who is personally known to me.

____________________________
Notary Public State of Florida

AGENDA ITEM # 3
EXHIBIT D
FORM OF ASSIGNMENT OF EASEMENT(S)
WATER AND WASTEWATER UTILITY EASEMENT

STATE OF FLORIDA
COUNTY OF BAY

KNOW ALL MEN BY THESE PRESENTS that, Lake Powell Residential Golf Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 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, an easement in and the right to excavate for, construct, maintain, repair, alter, access and operate its sanitary sewer, potable water, and reuse water 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 junctions, manholes, drains, and connectors 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, or ingress and egress 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 , 2016.

Signed, sealed and delivered

GRANTOR

AGENDA ITEM # 3
in the presence of: 

LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

By: ______________________
 Its: ____________________

Printed Name of Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ___ day of ____________, 2016, by ____________________ as ____________________ of Lake Powell Residential Golf Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes,

( ) who is personally known to me.

( ) who produced ________________________, as identification.

____________________________________
Signature of Notary Public
REGULAR AGENDA

ITEM 4
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: ADMINISTRATION/Mario Gisbert

2. MEETING DATE: August 25, 2016

3. REQUESTED MOTION/ACTION:
Approve Resolution approving purchase of equipment and services for Livestreaming Services from Business Information Systems, Inc. and SuiteOne Media, Inc.

4. AGENDA
PRESENTATION ☐
PUBLIC HEARING ☐
CONSENT ☑
REGULAR ☑

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

DETAILED BUDGET AMENDMENT ATTACHED YES ☐ NO ☑
N/A ☑

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The City solicited sealed bids for providing livestreaming service and necessary equipment. One bidder responded to the solicitation. Staff finds the bid was responsive, and recommends award to BIS Digital, Inc. in the amount of $38,000. Of the total proposal, $28,345 represents one-time equipment and software purchases, while the balance of $9,655 represents annual costs for web-hosting subscription services.

Staff recommends approval.
RESOLUTION 16-113

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH BUSINESS INFORMATION SYSTEMS, INC. AND SUITEONE MEDIA, INC., FOR THE PROVISION OF LIVESTREAMING SERVICES AND EQUIPMENT IN THE AMOUNT OF $38,000; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City those certain Agreements between the City and Business Information Systems, Inc., and SuiteOne Media, Inc., relating to the provision of livestreaming services and necessary equipment, in the basic amount of Thirty Eight Thousand Dollars ($38,000), in substantially the forms attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ____________________________
   Mike Thomas, Mayor

ATTEST:

______________________________
Diane Fowler, City Clerk
RFP Title:
LiveStreaming Service & Equipment
City of Panama City Beach, FL

RFP Due Date and Time:
August 15, 2016 1:30PM

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Qualifications and Experience ..................................... 4
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Cost Breakdown ......................................................... 8-20
Product Brochures ...................................................... 21-24

Submitted by:
Dan Meyer – Account Manager
BIS Digital, Inc
BIS Digital Inc. would like to take this opportunity to thank you for allowing us to bid on this project.

BIS Digital Inc. will provide a fully functional Live Streaming Service and Equipment per the City of Panama City Beach RFP requirements stated therein.

BIS Digital Inc. will install eight Audio Technica Hypercardioid Condenser gooseneck microphones, seven on the dais with quickmount stands w/mute switch and one on the podium with a shock mount plate along with new microphone wiring to existing PA system in the council chamber. Two Axis HD IP PTZ cameras will be installed and the one existing analog camera already in the council chamber will be moved to accommodate capturing any presentation done on existing projection screen. All cameras will be connected to the Datavideo broadcast switcher to allow the clerk to do camera preview, camera switching and monitor live streaming output all from one provided monitor.

Utilizing our DCR2 recording software, we can capture the audio from your existing PA and video from the new cameras to a PC and mirror to a 2nd location (Network drive, flash drive, etc), then live stream to the city’s website (I-Frame). The clerk will have the ability to bookmark/index meetings based on desired agenda items during the meeting or post meeting prior to uploading completed minutes with our DCR2 free player software and SuiteOne toolbar.

The live stream and archive content portal will be designed to match the "look and feel" of the city’s new website. All meetings are hosted by SuiteOne, Inc. Unlimited meetings can be uploaded for public viewing and archiving.

All the new equipment to be installed will be suitable to move into the new city hall building upon completion to be integrated into the A/V equipment scheme. This bid also includes a one year on-site support contract with replacement parts included, this charge as been added to the quote and is optional after expiration period. Remote only support contract is also available, please request price from your Account Manager. BIS support is 24x7x365, with on call techs and tiered escalations based on client’s needs.

Dan Meyer  
Account Manager - BIS Digital Inc.  
Cell: 954-707-0590  
Dan.Meyer@BISDigital.com
Business Information

Business name:
BIS Digital Inc.
1350 NE 56th St, Ste 300
Fort Lauderdale, FL 33334

Corporation

History
BIS was founded in 1982 and is headquartered in Ft Lauderdale, Florida. BIS has an additional fully staffed regional office in Nashville, Tennessee. BIS direct sales and service representatives are located in Florida, Michigan, Ohio, Indiana, Tennessee, Georgia, Alabama, Mississippi, South Carolina, North Carolina, Virginia, West Virginia, Kentucky, Maryland, District of Columbia, Arkansas & Texas. Our primary business is the sale, service and support of multi-channel Digital Audio/Video Recording Software for the Hearings and Judicial Systems; City / County Governments; Public Safety and Interview Rooms; and Private Enterprise.

Other areas of expertise include Software Based Enterprise Room Control, AV Electronic Hardware and Software Integration, Video Presentation Technology, Digital Sound Reinforcement, Video Conferencing and Arraignment, Remote Translation, Digital Dictation, Call Logging. As well as Agenda Automation, Live Streaming and Web Hosting Systems. From concept to completion, BIS has provided these technologies to over 5,000 customers.

BIS Digital’s Strategic direction is that of standard open software integration, web base and internet base technology along with AV integration that consists of hardware and software solutions as required. BIS has moved away from expensive hardware control solutions and has incorporated more software solutions where technology flows with the course of business instead of being tied to technology in one or more locations. BIS Solutions are such that usage, controls, operations and the services can be utilized on PCs, Tablets and Smartphones. As always, installation, programming, training, service and support are realized through BIS Digital technicians.

Installation and Training
Training will be provided at the completion of the installation. BIS Digital is fully aware of how important this is to the customer. We will provide training to all court employees that will be interacting with this technology and we will be available 24/7 to answer any questions or provide support to any issues that might arise after the completion of the installation. Our service department is available 24/7 for remote online support as well as on-site or emergency service. BIS has been providing 24/7 support to our digital customers since 1990. The entire set up, installation, training, service and support is provided by BIS employee trained technicians; BIS Digital does not use subcontractors.
Qualifications and Experience

Professional Staff
- Dan Meyer
  - **Position:** Account Manager (AL, FL, GA & MS), located in Panama City Beach, FL
  - **Biography:** Employed since 2010, Dan is well versed in all BIS Digital software products offered by BIS Digital, Inc. Dan has degrees in the fields of Data Processing & Networking. He also has extensive knowledge of Microsoft products as well as an A+ certification. Dan is actively involved in all aspects of the sales process through to implementation of projects.

Programming
- Clancy Smith
  - **Position:** Technical Services Rep/SuiteOne Specialist, located in Fort Lauderdale, FL
  - **Biography:** Employed since 2011, Clancy has handed all SuiteOne/SuiteAgenda implementations for BIS Digital, Inc along with programming our Hardware Control Systems (Room Control) for clients. Clancy has an Associate's Degree in Computer Science.

Technical Staff
- Damian Biltres
  - **Position:** Director of Technical Services, located in Fort Lauderdale, FL
  - **Biography:** Employed since 2003, Damian Biltres is well versed in all BIS Digital software products (DCR2, DCR, DCR IR, and Revocrd) as well as P.A. and video conferencing systems. Damian Biltres has a Bachelor's Degree in the field of Information Systems. He also has extensive knowledge of Microsoft products as well as an A+ certification. Damian oversees the entire technical staff on all projects and assists the Account Manger staff with technical design, workflow drawings and reviews and approves all quotes sent to a client.

- Alex Aponte
  - **Position:** Southern Region Technical Services Manager, located in Fort Lauderdale, FL
  - **Biography:** Employed by BIS Digital since 1998, Alex Aponte has mastered both the DCR2, Hardware Control Servers and PA systems. He also has extensive knowledge of both computer and video hardware.
  - **Key Integrations:**
    - **City of Gulfport – Gulf Port, MS**
      Description: The city of Gulfport implemented SuiteAgenda several years ago, migrating from Granicus solution. In addition to recording the meetings with our DCR2 software, we have since installed IP cameras, Who's Next (Request to Speak) and Voting modules.
    - **City of Tuscaloosa – Tuscaloosa, AL**
      Description: The city of Tuscaloosa utilizes a DCR2 two-channel system for recording city council meetings and committee room meetings. They use our Hardware Control Manager to do video switching from 3 IP cameras and one presentation PC to manage video and audio during meetings.
References

City of Callaway, FL
The city of Callaway installed our DCR2 recording software solution in November 2015. They included one IP camera to capture the meeting video and an audio feed was taken from their existing PA system to provide the completed live stream and archive to their website.

Contact:
Jan Peters – City Clerk
jpeters@cityofcallaway.com
Callaway, FL
Phone: (850) 871-6000

City of Gulfport, MS
The city of Gulfport, MS installed our automated agenda solution in Feb 2014, then added camera & DCR2 recording in July 2014, then added our Voting & Who's Next (Request to Speak) modules in Oct 2014 along with our Hardware Control System. Council members are able to vote & request to speak directly from their iPad device in addition to view the agenda all on one screen. The Hardware Control System can also turn on/off the projector mounted in the chamber and control the IP PTZ camera with camera presets included in the clerk's panel only.

Contact:
Ronda Cole – Clerk to Commission
rcole@gulfport-ms.gov
Gulfport, MS
Phone: (228) 868-5848

City of Green Cove Springs, FL
The city of Green Cove Springs has been a client of BIS since 2006, utilizing our DCR2 recording software to record audio of city council meetings. March 2016 they added HD PTZ cameras to the council chamber along with SuiteOne live streaming/hosting for city council meetings and continue to do so today. They also added our automated agenda system to complete the meeting process from agenda to live stream with one integrated system.

Contact:
Julie Clevinger – City Clerk
jclevinger@greencovesprings.com
Green Cove Springs, FL
Phone: (904) 297-7047
City of Gulfport, Mississippi
Minutes
City Council

Tuesday, April 19, 2016 100 PM

1:00 p.m. Request for closed session to determine the need for executive session.

Motion to declare a special called meeting by Commissioner Sharp, seconded by Commissioner Casey.

Vote: Aye: Commissioner Casey, Ricky Demos, Mary Walker, Mylo Shipp, R. Lee Flowers, and Cee Parker.

Abstain: C.D. Holmes

A motion was made by Commissioner Flowers, duly seconded by Commissioner Shipp to move to out of closed session and enter executive session at 1:00 PM.

Vote: All Ayes

A motion was made by Commissioner Parker, duly seconded by Commissioner Casey to close out of closed session and enter executive session at 1:00 PM.

Vote: All Ayes
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<th><strong>Date</strong></th>
<th>Friday, August 05, 2016</th>
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<tbody>
<tr>
<td><strong>Quote Number</strong></td>
<td>Q-8010711-8.5.2016</td>
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<tr>
<td><strong>Sales Consultant</strong></td>
<td>Dan Meyer</td>
</tr>
<tr>
<td></td>
<td>(800) 834-7674 Ext 4518 / <a href="mailto:dan.meyer@bisdigital.com">dan.meyer@bisdigital.com</a></td>
</tr>
<tr>
<td><strong>Primary Contact</strong></td>
<td>Jo Smith, IT</td>
</tr>
<tr>
<td></td>
<td>104 S Arnold Rd</td>
</tr>
<tr>
<td></td>
<td>Panama City Beach, FL 32413</td>
</tr>
<tr>
<td></td>
<td>(850) 233-5100 ,2230 / ____ (Fax)</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:jsmith@pcbgov.com">jsmith@pcbgov.com</a> (Email)</td>
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<tr>
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<td><strong>Wiring Required</strong></td>
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<td>Item</td>
<td>Code</td>
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<tr>
<td>--------------------------------------------------</td>
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</tr>
<tr>
<td>Microphones</td>
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<tr>
<td>Audio Technica Hypercardioid Condenser Microphone (18&quot; long)</td>
<td>BIS-M-GNES-18</td>
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<tr>
<td>Designed for quality sound reinforcement, professional recording, television and other demanding sound pickup applications Low-profile element provides uniform hypercardioid polar pattern with 180° acceptance angle Plugs into any standard XLR-type connector, or direct mounts to 5/8&quot;-27 stands using included thread-mount adapter Included low-profile isolation mount attenuates noise, shock and vibration Available interchangeable elements permit angle of acceptance from 90° to 360° Small-diameter, alternating gooseneck design permits highly flexible positioning Superior off-axis rejection for maximum gain before feedback Requires 11V to 52V DC phantom power UniGuard® RFI-shielding technology offers outstanding rejection of radio frequency interference (RFI) Integral UniSteep® filter provides a steep low-frequency attenuation to improve sound pickup without affecting voice quality RoHS compliant—free from all substances specified in the EU directive on hazardous substances</td>
<td></td>
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<td>BIS-MS-GNM</td>
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<td>Microphone Shock Mount Plate w/XLRF Connector</td>
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</table>
## Cameras

<table>
<thead>
<tr>
<th>Camera Model</th>
<th>Quantity</th>
<th>Price (In Stock)</th>
<th>Price (Pre-Sale)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Axis HD IP PTZ Camera</td>
<td>2</td>
<td><strong>$3,500.00</strong></td>
<td><strong>$7,000.00</strong></td>
</tr>
</tbody>
</table>

*Offers high-definition video in 1080p resolution. Camera settings are optimized to produce video with high-color fidelity in studio environments. The smooth pan/tilt/zoom function is easy to control from the camera’s web page and makes it possible to follow movements in a live production situation and zoom in on details of interest.*

- HDTV video streaming
- 30x optical zoom with autofocus
- Smooth pan, tilt, and zoom
- CD-quality stereo audio
- Connectors for most requirements
- Includes wall/ceiling mount

## Atlona Composite Video w/Audio to HDMI Scaler

<table>
<thead>
<tr>
<th>Model</th>
<th>Quantity</th>
<th>Price (In Stock)</th>
<th>Price (Pre-Sale)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIS-COMP-HDMI</td>
<td>1</td>
<td><strong>$250.00</strong></td>
<td><strong>$250.00</strong></td>
</tr>
</tbody>
</table>

*Converting and scaling composite video (BNC) signal to HD Displays becomes as simple as 'plug and play'. Includes a built in scaler and on screen control for output resolution options. Selectable resolutions available up to 1080p or 1600x1200*

## Cables and Connectors

<table>
<thead>
<tr>
<th>Model</th>
<th>Quantity</th>
<th>Price (In Stock)</th>
<th>Price (Pre-Sale)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIS-CBL-CON</td>
<td>1</td>
<td><strong>$9.10</strong></td>
<td><strong>$9.10</strong></td>
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</tbody>
</table>

## Video Switching

<table>
<thead>
<tr>
<th>Model</th>
<th>Quantity</th>
<th>Price (In Stock)</th>
<th>Price (Pre-Sale)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIS-SW-BS-HDSDI</td>
<td>1</td>
<td><strong>$7,500.00</strong></td>
<td><strong>$7,500.00</strong></td>
</tr>
</tbody>
</table>

*Datavideo Multi-Definition Video Switcher*

**Video Inputs (Menu Selectable):**

- 8x HD/SD-SDI or
- 6x HD/SD-SDI + 2x HDMI or
- 4x HD/SD-SDI + 4x CV or
- 4x HD/SD-SDI + 2x CV + 2x HDMI or
- 2x HD/SD-SDI + 4x CV + 2x HDMI

**Video Outputs:**

- 2x HDMI (Multi-Preview)
- 3x SD/HD-SDI

**Audio Inputs:**

- 4x Analog Balanced XLR

**Audio Outputs:**

- 2x Analog Balanced XLR

*(Audio connections support embedded audio to SD/HD-SDI)*

**Accepted Resolutions:**

- 1080i 50/60
- 576i 50
- 480i 59.94/60
- Control
- 1x RS-422
<table>
<thead>
<tr>
<th>Tally</th>
<th>15 pin D-Sub</th>
<th>BIS-NCG-LED28-S2</th>
<th>1</th>
<th>$460.00</th>
<th>$460.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Commercial Grade LED Monitor Series 2 (28&quot;)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HD-SDI Cable (1000ft)</td>
<td>BIS-HDSDI-CX</td>
<td>0.5</td>
<td>$1,200.00</td>
<td>$600.00</td>
<td></td>
</tr>
<tr>
<td>HD-SDI to HDMI Converter</td>
<td>BIS-HDSDI-HDMI</td>
<td>1</td>
<td>$600.00</td>
<td>$600.00</td>
<td></td>
</tr>
</tbody>
</table>

**Live Streaming equipment**

| H.264 Matrox Streaming Appliance | BIS-H264-SA | 1 | $1,200.00 | $1,200.00 |
| HDMI Video Input | | | |
| Progressive | 1920x1080 @ 60/59.94/50/24/23.98 Frames per second | | |
| 1280x720@ 60/59.94/50 Frames per second | | | |
| Interlaced | 1920x1080i 29.97/25 frames per second | | |
| Video Input Format is Auto-Detected | | | |
| HD-SDI Video Output | | | |
| Preview output of video input signal. 2 Frame delay from input to output | | | |
| Audio Input | | | |
| Processes first two channels of audio embedded in HDMI input signal | | | |
| Unbalanced analog stereo input via 1/8" (3.5mm) jack | | | |
| Line Level | | | |
| Audio Output | | | |
| Passthrough of all embedded audio channels in HDMI signal | | | |
| Unbalanced analog stereo output via 1/8" (3.5mm) jack – passthrough of input Line Level | | | |
| HDMI Cable Series 2 (3ft.) | BIS-HDMI-3FT-S2 | 2 | $9.45 | $18.90 |
| HDMI Cable Series 2 (6ft.) | BIS-HDMI-6FT-S2 | 1 | $12.45 | $12.45 |
| Network Switch w/ PoE Series 2 (8-Port) | BIS-NS-POE-8S2 | 1 | $570.00 | $570.00 |
| CAT6 Cable (Plenum) - 1,000ft Roll | BIS-W-CAT6 | 1 | $499.00 | $499.00 |

**Recording software**

| DCR2 (2 Channel) Digital Audio/Video Recording Software with Word Integration | DCR2-2ch | 1 | $1,995.00 | $1,995.00 |
| Supports recording in ASIO (Audio Streaming Input/Output) mode for devices with a corresponding ASIO driver. | | | |
| Supports recording in Windows mode for standard Windows audio devices. | | | |
| Allow for playback of recordings in both WAVE and ASIO modes. | | | |
| Playback dialog shall allow you to play parts of the current file being recorded. | | | |
Supports up to 32-channel of audio recording & up to 8 video channels.

Supports IP cameras.

Supports video recording up to 30fps.

Allows standard camera controls to be used to adjust the quality of video recordings, including brightness, contrast, and saturation.

Provides automatic gain control

Provides audio record meters show the level of a recording being made onto the appropriate media.

Supplies visual audio level indicators for active audio channels.

Provides alert notification for a paused recording (audible and visual).

Provides alert notification for Low or No Audio (audible and visual).

Provides for the ability to listen to a recording as it is being made.

Provides the ability to Record and Playback simultaneously.

Provides the ability to create new files or append to existing files.

Allows for the mirroring of recordings onto local drive, network drive, and DVD/CDs.

Allows for one file for audio, video and notes.

Allows for the keeping of time points using auto-bookmarks during a recording.

Allows for the use of a PA system for playing recorded sound to an output audio device.

Allows for bookmarks which allow quick navigation in a sound file and the ability to store notes at chosen positions in a sound file and link to agenda items on the fly during meeting.

Supports automatic naming of the file based upon criteria specified.

Provides shortcut keys allow you to quickly insert predefined text into bookmarks and file notes.

Provides the ability to add file notes to a recording file, and include both private and public notes.

Provides the ability for file notes, bookmarks, or bookmarks based on their type to be exported as a text file, copied to the clipboard, or printed.

Provides printing options for bookmarks and file notes, allow the addition of a title, change the font, print page numbers, and preview the printed output.

Provides specification of valid file name formats.
Provides network/Internet Broadcast via Microsoft Media Server integration
Compatible with Microsoft Windows 7, Windows 8 and Windows 10 operating systems.
Has the ability to do roll call, motions & voting within the software directly to agenda/minutes.

**Digital Conference Recording Player Software**
Supports playback of up to 32 audio and 4 video channels of recordings.
Includes free Mac/iPhone/iPad and Android player software
Supports bookmarks to allow quick navigation in a sound file and store notes at chosen positions in a sound file.
Provides for file notes to be added to a recorded file.
Supports the use of private notes in bookmarks, and optionally excluded when exporting a bookmark to a text file.
Supports file notes, bookmarks, and support bookmarks based on their type being exported as a text file, copied to the clipboard, or printed.
Preserves tone automatically during high-speed playback.
Supports Noise Suppression Software
Provides tone and pitch control
Provides search capability for text and time within bookmarks.
Provides the ability to search for recordings via nameable identification fields.
Provides the ability to play any combination of one or more channels.
Allows for export of a file, or part of a file, to a WMA, WMV, WAV, AVI or DCR file with any combination of channels, and optionally with video.
Provides Audio Level Indicators for active channels.
Provides Jump-to-Time feature during playback allows easy navigation within a file. Retains last position in a file when it is closed and restore it when loading.
Supports the use of a foot pedal can be for playback.

<p>| DCR2 Live Broadcast License | DCR2-LBL | 1 | $300.00 | $300.00 |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Quantity</th>
<th>Price</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>USB Video Capture Device</strong></td>
<td>BIS-USB-VCD-S2</td>
<td>1</td>
<td>$449.00</td>
<td>(4,695.00)</td>
</tr>
<tr>
<td>Accepts DVI-I, VGA, &amp; HDMI inputs (not Composite)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes: (1) DVI-to-VGA cable</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) DVI-to-DVI cable</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) HDMI-to-DVI adapter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) USB 3.0 cable</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Discount</strong></td>
<td>DISC</td>
<td>1</td>
<td>(4,695.00)</td>
<td>(4,695.00)</td>
</tr>
<tr>
<td><strong>Annual DCR Software Assurance</strong></td>
<td>DCR SAS</td>
<td>1</td>
<td>$350.00</td>
<td>$350.00</td>
</tr>
<tr>
<td><strong>Live Streaming Subscription</strong></td>
<td>WH-VMYS</td>
<td>1</td>
<td>$2,950.00</td>
<td>$2,950.00</td>
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<tr>
<td>Video Web Hosting Yearly Subscription</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personalize the video content based on citizen interest and allow citizen to subscribe to upcoming events based on selection.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Live Streaming Yearly Subscription</strong></td>
<td>WH-LSO</td>
<td>1</td>
<td>$2,950.00</td>
<td>$2,950.00</td>
</tr>
<tr>
<td>Integrates with DCR2 recording software for export, bookmarking and minute taking.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Web Hosting - Custom Portal Design &amp; Implementation</strong></td>
<td>WH-CPD</td>
<td>1</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
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<tr>
<td><strong>On-site Setup, Installation and Training</strong></td>
<td>SIT</td>
<td>1</td>
<td>$4,750.00</td>
<td>$4,750.00</td>
</tr>
<tr>
<td><strong>Annual DCR On-Site Service &amp; Support (Remote only option available)</strong></td>
<td>NMNT-DCR</td>
<td>1</td>
<td>$3,755.00</td>
<td>$3,755.00</td>
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<tr>
<td>24x7x365 support</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total (Excluding Sales Tax)**: $38,000.00
Minimum Specifications for BIS Digital Recording PC Systems

DCR 2 Specifications

4/8 Channel Audio or Audio and Video (Desktop)
- 1 GB RAM (For Windows XP) / 2 GB (For Windows Vista or Windows 7)
- 160 GB Hard Drive / 8 MB Cache / 7200 RPM
- CD Writer (For Audio) or DVD Writer (For Video)
- 2.8 GHz Intel Core 2 Duo (Not AMD or Atom / Nano Processors)
- Ethernet RJ-45 Network Interface
- AGP 8x or PCI-Express 128MB Video Display Card
- USB 2.0 Port (x2)
- Windows XP Professional, Vista For Business Operating System or 7 Professional
- Roxio Easy CD Creator 8 (Not Necessary with Windows Vista for Business or Windows 7 Professional)
- PCI Slot (For Bch. systems only)

4/8 Channel Audio or Audio and Video (Portable)
- 1 GB RAM (For Windows XP) / 2 GB (For Windows Vista or Windows 7)
- 120 GB Hard Drive / 8 MB Cache / 7200 RPM
- CD Writer (For Audio) or DVD Writer (For Video)
- 2.8 GHz Intel Core 2 Duo (Not AMD or Atom / Nano Processors)
- Ethernet RJ-45 Network Interfaces
- USB 2.0 Ports
- PCMCIA Slot (For Bch. systems only)
- Windows XP Professional, Vista For Business Operating System or 7 Professional
- Roxio Easy CD Creator 8 (Not Necessary with Windows Vista for Business or Windows 7 Professional)

Live Stream & On-Demand Requirements
- BIS Digital, Inc. recommends customer can transmit continuous stream of 300kbps or more for optimal performance

All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase.
## Order Summary

<table>
<thead>
<tr>
<th>Date</th>
<th>Friday, August 05, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quote Number</td>
<td>Q-8010711-8.5.2016</td>
</tr>
<tr>
<td>Account Name</td>
<td>City of Panama City Beach (FL)</td>
</tr>
<tr>
<td>Total (Excluding Sales Tax)</td>
<td>$38,000.00</td>
</tr>
</tbody>
</table>

### Terms and Conditions

**Effective Period**
This proposal is a firm offer for 30 days from quote date Friday, August 05, 2016

**Tax Status**
Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.

**Payment Terms**
- **Deposit**: All orders above $5,000 require a 50% deposit. Once the order and deposit is confirmed (received) by BIS Digital, scheduling of the installation and shipment of goods will occur.
- **Balance**: The remaining balance is to be paid on the completion of the installation. (delivery of goods at customer site)

**Restocking Fee**
20% restocking fee will be charged for all cancelled orders.

**Site Preparation**
Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.

**Training**
BIS Digital will provide full training of all system users per agreed training schedule.

**Limited Warranty**
All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or DCR2 Software upgrades (See Software Assurance below).

**Software Assurance**
Annual DCR Software Assurance Subscription entitles user to all bug fixes and annual updates for DCR2 Software during the term at a cost of $300 per license/year.

**SuiteOne Warranty Agreement**
If selected by customer, Live Streaming Media Service & On-Demand Media Content Service shall be provided by SuiteOne Media, Inc., subject to the terms of the separate SuiteOne Media Supplemental Services Agreement incorporated into this Quote upon full execution by the parties. Please refer to the SuiteOne Media Supplemental Services Agreement for additional information regarding this optional service.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

* Accepted by: ____________________________  
  Name  
  ____________________________  
  Signature  
  ____________________________  
  Date  

* Accounts Payable Information  
  * Required for order to be processed*

** A/P Contact:**  
  Name  
  ____________________________  
  Phone Number  
  ____________________________  
  Email Address  
  ____________________________  
  Fax #  
  ____________________________  

Is a Purchase Order required for processing?  
** P.O #  

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AGENDA ITEM # ___
SUITEONE MEDIA SUPPLEMENTAL SERVICES AGREEMENT

THIS SUPPLEMENTAL SERVICES AGREEMENT (the "Agreement") between SuiteOne Media, Inc. ("SuiteOne") with its principal place of business at 4815 Ashford, Dunwoody, GA 30356, Business Information Systems, Inc. ("BIS") with its principal place of business at 1350 Northeast 56th Street, Suite 300, Fort Lauderdale, FL 33334, and ______ with Its principal place of business at _________ ("Customer") is made effective as of ____________ ("Effective Date"). This Agreement is a supplement to the "BIS Agreement" as described in the next paragraph.

BIS CONTROLLING AGREEMENT. The parties acknowledge and agree that this Agreement is supplemental to, made a part of, and incorporated into, that certain "BIS Quote Number ____________ dated ____________", between BIS and Customer (the "BIS Agreement"). In the case of any inconsistency between the provisions of this Agreement and the BIS Agreement, the provisions of the BIS Agreement shall govern and control (this Agreement and the BIS Agreement may be collectively referred to herein as the "Agreements").

In connection with the delivery of transcription services under the terms of the BIS Agreement, Customer desires to supplement such transcription services and, subject to the terms and conditions of the BIS Agreement, (a) contract with SuiteOne to administer streaming media and media content management services through a Managed Services solution, (b) engage SuiteOne to integrate its software with Client's existing website and (c) utilize the Liberty Meeting Record integration module from SuiteOne.

1. OVERVIEW AND DEFINITIONS

General. This Agreement states the terms and conditions by which SuiteOne will deliver to Customer various services, supplemental and in conjunction with the services provided by BIS under the terms of the BIS Agreement, as described below.

1.1 "Authorized User" means a designated employee or agent of Customer.

1.2 "Authorized Website" means a website owned or operated by or on behalf of Customer, for which SuiteOne has agreed to provide the Technology and various Services.

1.3 "Service(s)" means the specific service(s) provided by SuiteOne, including access to the Technology.

1.4 "Technology" means the SuiteOne Internet based system for streaming media and managing media content, and may include software, and software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof.

1.5 "Content" means any or all, documents, graphics, video, graphics, audio and other content that is streamed or otherwise transmitted or provided by, or on behalf of customer to SuiteOne.

2. DELIVERY OF SERVICES; TERM; FEES, PAYMENTS

2.1 Grant of License. Subject to the terms and conditions of the Agreements, SuiteOne grants to Customer a non-exclusive, non-transferable, limited license to permit Authorized Users of Customer to access and use the Service on the Authorized Website(s) Identified in Schedule 1.

2.2 Responsibilities. Customer agrees to (a) maintain the Authorized Website(s) Identified in Schedule 1; (b) procure and maintain all hardware, software and telecommunications equipment necessary to access the Service and transmit media content via the Internet; (c) agrees to provide SuiteOne with all information reasonably necessary to setup or establish Service on Customer's behalf; and (d) shall provide and maintain any and all materials necessary to reasonably inform all customers patrons where and when live audio and video streaming will take place at the customer locations.

2.3 Payment Terms. Customer shall pay all applicable fees for the Services in accordance with the terms and conditions set forth in the BIS Agreement.

2.4 Term. The term of this Agreement shall be coterminous with the term of the BIS Agreement.
3. INTELLECTUAL PROPERTY OWNERSHIP

3.1 Technology Ownership and Rights. This Agreement does not transfer to Customer any ownership or proprietary rights in the Technology, and all right, title and interest in and to the Technology will remain solely with SuiteOne.

3.2 Responsibility for Content. The Customer shall have sole control and responsibility over the determination which data and information shall be included in the Content that is to be transmitted to SuiteOne. The Customer shall not provide to SuiteOne or allow to be provided to SuiteOne any Content that (a) infringes or violates 3rd parties’ Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

3.3 Content Ownership. The Customer shall own all right, title, and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property rights relating thereto, all and any content that is transmitted or made available to SuiteOne pursuant to this Agreement. To the extent that any such Content is protected by copyright, such content shall be deemed to be “works for hire” under the copyright laws of the United States.

4. LIMITED WARRANTY

4.1 Service Level. SuiteOne will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, but not limited to:

1) Maintain Service availability 24 hours a day, 7 days a week,
2) Respond to Customer’s requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and critical support requests 24 hours per day.

4.2 No Other Warranty. THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. BIS AND SUITEONE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BIS AND SUITEONE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

5. LIMITATION OF LIABILITY

5.1 Damage to Customer. BIS AND SUITEONE ASSUME NO LIABILITY FOR ANY DAMAGE TO, OR LOSS TO, CUSTOMER RESULTING FROM ANY CAUSE OTHER THAN THE WILLFUL OR RECKLESS MISCONDUCT OF BIS AND OR SUITEONE.

5.2 Consequential Damages Waiver. IN NO EVENT SHALL BIS OR SUITEONE BE LIABLE TO CUSTOMER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

6. INDEMNIFICATION

6.1 Indemnification. Each Party agrees to fully indemnify and hold harmless the others for any and all costs, liabilities, losses, and expenses (including attorney’s fees) resulting from any claim, suit, action, or proceeding brought by any third party arising from a party’s (a) breach of any of its obligations or warranties; or (b) negligence or willful misconduct. The liability of BIS and SuiteOne hereunder is collectively expressly limited to the amount received under this Agreement.

7. TERMINATION OR CHANGE ORDER

7.1 Termination for Cause. Any party may terminate this Agreement if the other party(ies) breaches any material term or condition of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same. If BIS or SuiteOne terminates for cause, all payments due and owing for the remainder of the Term will immediately be due. If Customer terminates for cause, it shall be entitled to a refund of any prepaid service fees, or fees paid for service not received on a pro-rata basis.

7.2 Termination Without Cause. Any party may terminate this Agreement without cause providing that the terminating party gives the other party(ies) sixty (60) day’s written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule 1, Customer must pay the balance of the current contracted term. Should BIS or SuiteOne terminate without cause, Customer has no obligation for payment.
7.3 **Termination for Bankruptcy.** Any party may terminate this Agreement immediately if (a) the other party(ies) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) the other party(ies) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

7.4 **Effect of Termination.** Upon the effective date of expiration, cancellation or termination of this Agreement (a) SuiteOne will immediately cease providing the Service(s); and (b) any and all payment obligations of the Customer through the termination, depending upon cause or without cause, as defined above, will immediately become due; and (c) return or make available all customer content within forty-five (45) days.

7.5 **Survival.** The following provisions will survive any expiration or termination of the Agreement: Sections 3 (Intellectual Property Ownership), 5 (Limitation of Liability), 6 (Indemnification), 9 (Confidentiality) and 10 (Miscellaneous).

8. **USE**

8.1 **Acceptable Use.** Customer represents and warrants that the Technology and Services will only be used for lawful purposes, and in accordance with reasonable operating rules policies, terms and conditions and procedures.

8.2 **Restrictions on Use.** Customer represents and warrants that Customer and its Authorized Users will not (a) sell, lease, distribute, license or sublicense the Technology or Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Technology or Services in any way for any reason, (c) provide, disclose, divulge or make available to, or permit use of the Technology or Services by, any third party; (d) copy or reproduce all or any part of the Technology or Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the Technology or Services in any way; (f) introduce into or transmit through the Technology or Services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (g) remove, obscure or alter any copyright notice, trademarks, logos or other proprietary rights notices affixed to or contained within the Technology or Services; or (h) engage in or allow any action involving the Technology or Services that is inconsistent with the terms and conditions of this Agreement.

8.3 **Withdrawal of Access.** BIS and/or SuiteOne may, upon misuse of the program, misconduct, security breaches or grossly improper use of the Customer data, instruct Customer to terminate access to any Authorized User or individual and Customer agrees to promptly comply with such instruction.

9. **CONFIDENTIALITY**

9.1 **SuiteOne Information.** Customer acknowledges that the Technology and Services contain valuable trade secrets, which are the sole property of SuiteOne, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer will take all reasonable steps to prevent the unauthorized access to the Technology and Services.

9.2 **Customer Information.** BIS and SuiteOne acknowledge that Customer's database may contain valuable trade secrets, which are the sole property of Customer. To the extent that BIS and/or SuiteOne becomes aware of the content of a Customer database, BIS and SuiteOne agree to use reasonable care to prevent other parties from learning of these trade secrets; provided BIS and SuiteOne may disclose such trade secrets to affiliates, agents and other third parties, including counsel and regulators, on a need-to-know basis, so long as such parties agree to maintain the confidentiality of such information.

9.3 **Exceptions.** The obligations of this Section 9 shall not apply to any information that (a) is now, or hereafter becomes, through no act or failure to act on the part of receiving party (the "Receiver"); generally known or available; (b) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (c) is hereafter furnished to the Receiver by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by the Receiver without reference to or use of the disclosing party's information; or (e) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.
10. MISCELLANEOUS PROVISIONS

10.1 Force Majeure. None of BIS, SuiteOne, their suppliers nor Customer will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of BIS or SuiteOne), provided that the delayed party: (a) gives the other party(ies) prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If SuiteOne is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel the Service(s) without penalty.

10.2 Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Florida.

10.3 Severability. In the event any provision of this Agreement is held to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

10.4 Assignment. BIS and/or SuiteOne may assign their rights and obligations under this Agreement, in whole or in part, to any entity, including their supplier(s). Customer may not assign this Agreement, in whole or in part, without the prior written consent of BIS and of SuiteOne, which consents will not be unreasonably withheld.

10.5 Notices. Any notice or communication required or permitted to be given hereunder shall be made in writing and may be delivered by hand, deposited with an overnight courier, sent by email, confirmed facsimile, or mailed by registered or certified mail, receipt requested, postage prepaid. Such notices shall be deemed made when delivered to the applicable party’s representative as provided in this Agreement.

10.6 Relationship of Parties. BIS, SuiteOne and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between BIS and SuiteOne and Customer. None of BIS, SuiteOne nor Customer will have the power to bind the others or incur obligations on the others' behalf without the other party(ies) prior written consent(s), except as otherwise expressly provided within.

10.7 Waiver. The waiver or failure of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

10.8 Entire Agreement; Counterparts; Originals. This Agreement including all documents incorporated herein by reference constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof.

11. ACCEPTANCE

Authorized representatives of Customer, BIS and SuiteOne have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: __________________________
Signature: __________________________
Print Name: __________________________
Title: __________________________ Date: ____________

Business Information Systems, Inc.
Signature: __________________________
Print Name: Steve Coldren
Title: President Date: ____________

SuiteOne Media, Inc.
Signature: __________________________
Print Name: Doug Shumway
Title: Chief Operating Officer Date: ____________
The Datavideo SE-2800 is a cost-effective, broadcast-quality switcher. Featuring 8 or 12 digital and analogue inputs, it is designed for live events and TV programmes that need to blend a variety of video and audio sources. Thanks to its small form factor, the SE-2800 is ideal for use in a portable rack unit or in outside broadcast vehicles.

Producing superb 4:2:2 10 bit broadcast quality pictures with versatile input/output configurations, the SE-2800 also has powerful, easy to use effects, such as dual picture in picture (PIP), downstream keyer (DSK) and logo insertion.

**Features**

- Supports 8 or 12 HD or SD Inputs in a variety of configurations:
  - **HD Mode**
    1) 8 / 12 HD-SDI
    2) 6 / 8 HD-SDI + 2 / 3 HDMI
  - **SD Mode**
    1) 8 / 12 SD-SDI
    2) 4 / 6 SD-SDI + 4 / 6 composite video (CVBS)
    3) 4 / 6 SDI + 2 / 3 HDMI + 2 / 3 CVBS

- 3 SDI Outputs assignable to AUX, Program (PGM), Preview (PVW) or PGM clean - Built-in SD down-scaler on CH-3 SDI output
- 2 HDMI outputs for multiview monitoring
- Audio I/O
  - Input: 4 analogue balanced XLR
  - Output: 2 analogue balanced XLR. Supports embedded audio SDI output from 4-CH XLR Audio input
- Two DSK, supports Key and Fill
- Cut, Mix and Wipe with borders
- Clock on screen
- Countdown counter on multiscree
- Two PIP displays with user-defined borders
- Tally, GPI interface and RJ-45 for firmware upgrade
- DC 12V operation voltage, available for mobile use

**Mainframe Front**

**Dual-Screen Multiscreen Viewer As Standard**

Multiscreen monitoring is available on two HDMI monitors (not supplied). They can be used to monitor video and audio in a number of different configurations. For each setup, embedded audio level indication is available on all inputs and the Program window.

**Configuration 1.**

- On screen 1: 9 live inputs
- On screen 2: 3 live inputs with additional Preview and Program windows

**Configuration 2.**

- On screen 1: 12 live inputs with additional Preview and Program windows
- On screen 2: Program window

**Configuration 3.**

- On screen 1: 8 live inputs with additional Preview and Program windows
- On screen 2: Program window
Specifications

- Video format
  - SD (480/59.94i, 576/50i)
  - HD (1080/59.94i, 1080/50i)

- Video Processing
  - Y:Cb:Cr, 4:2:2, 10-bit
  - SMPTE 259M-C (270 Mbps, 525/625 component video)
  - SMPTE 292M (1.485, 1.485/1.001 Gbps)

- Genlock Mode
  - Black burst or tri sync input

- Remote Control
  - RS-232

- Operating Temperature
  - 0°C~50°C

AGENDA ITEM #
**CITY OF PANAMA CITY BEACH**

**AGENDA ITEM SUMMARY**

1. **DEPARTMENT MAKING REQUEST/NAME:**
   LEGAL/Amy Myers on behalf of ENGINEERING/Kelly Jenkins

2. **MEETING DATE:**
   AUGUST 25, 2016

3. **REQUESTED MOTION/ACTION:**
   Approve Staff recommendation finding both firms who responded to Capital Plans RFQ to be fully qualified to perform work, and direct staff to prepare RFP to award work to lowest bidder

4. **AGENDA PRESENTATION PUBLIC HEARING CONSENT REGULAR**
   - BUDGET AMENDMENT OR N/A
   - DETAILED BUDGET AMENDMENT ATTACHED

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - YES ☐ NO ☐ N/A ✓

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

The City has requested statements of qualifications from consulting firms to prepare ten year capital plans and cost estimations for the City's Police, Fire, Recreation, Library and Road Departments. Two firms, ZHA and Dewberry, Inc. responded to the RFQ. A Staff committee reviewed the statement of qualifications at a properly advertised public meeting on August 15, 2016, found both responding firms to be fully qualified to perform the work, and due to extraordinary circumstances unique to the responding firms recommended the Council request statements of cost proposals for the work such that the contract could be objectively awarded to the lowest fully responsive bidder.

If Council accepts this recommendation, a more precise scope of work will be prepared by staff and submitted to the two firms for review and response. The firm submitting the lowest bid will be awarded the work, and a complete contract and firm price will be brought back to Council for final approval.

**AGENDA ITEM #**

---
RESOLUTION 16-117

WHEREAS, the City has requested statements of qualifications from engineering firms to prepare ten year capital plans and cost estimations for the City’s Police, Fire, Recreation, Library and Road Departments; and

WHEREAS, two firms responded to the RFQ; and

WHEREAS, a Staff committee reviewed the statement of qualifications at a properly advertised public meeting on August 15, 2016, found both responding firms to be fully qualified to perform the work, and recommended the Council request statements of cost proposals for the work such that the contract could be awarded to the lowest fully responsive bidder.

BE IT RESOLVED that appropriate officers of the City are authorized and directed to prepare a request for proposals subject only to response by ZHA and Dewberry, Inc., and to return a proposed Agreement to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ____________________

MIKE THOMAS, Mayor

ATTEST:

DIANE FOWLER, City Clerk
REGULAR AGENDA
ITEM 6
<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police, Fire, Recreation and Library/Kelly Jenkins</td>
<td>8/25/2016</td>
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<table>
<thead>
<tr>
<th>3. REQUESTED MOTION/ACTION:</th>
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<tbody>
<tr>
<td>Approve staff to negotiate contract for impact fees studies for the police, fire, recreation and library departments with firms in order of ranking.</td>
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</table>

<table>
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<tr>
<th>4. AGENDA</th>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
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<tbody>
<tr>
<td>PRESENTATION</td>
<td>YES [✓] NO [ ] N/A [ ]</td>
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<tr>
<td>PUBLIC HEARING</td>
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<tr>
<td>CONSENT</td>
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<tr>
<td>REGULAR</td>
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<tr>
<th>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City advertised to request statements of qualifications to update the police, fire, library and recreation impact fee studies for planning purposes for the next 10 years. Two firms responded and the staff committee found them to be both qualified and responsive. The committee ranked PRMG 1st and Tindale Oliver 2nd. Staff would like to begin negotiations with the first ranked firm to be able to bring back an agreement to Council for approval.</td>
</tr>
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</table>
RESOLUTION 16-118

WHEREAS, the City has requested statements of qualifications from firms to update the police, fire, library and recreation impact fee studies for a ten year planning horizon; and

WHEREAS, two firms responded to the RFQ; and

WHEREAS, a Staff committee reviewed the statements of qualifications at a properly advertised public meeting on August 15, 2016, found both firms to be qualified and responsive to the bid request, and recommended by a vote of 3-2 that PRMG be ranked No. 1, and Tindale Oliver be ranked No. 2, for purposes of entering negotiations for a satisfactory contract for this work.

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for the update of police, fire, library and impact fee studies with one of the Firms in the following order of ranking:

First - PRMG,
Second - Tindale Oliver

and to return the negotiated Agreement to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: ________________________
    MIKE THOMAS, Mayor

ATTEST:

DIANE FOWLER, City Clerk
REGULAR AGENDA

ITEM 7*
1. **DEPARTMENT MAKING REQUEST/NAME:**
   CRA/Kelly Jenkins

2. **MEETING DATE:**
   8/25/2016

3. **REQUESTED MOTION/ACTION:**
   Approve staff to negotiate contract with The PFM Group for CRA financial modeling.

<table>
<thead>
<tr>
<th>AGENDA</th>
<th>BUDGET AMENDMENT OR N/A</th>
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<tbody>
<tr>
<td>PRESENTATION</td>
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<td>PUBLIC HEARING</td>
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<td>CONSENT</td>
<td>YES</td>
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<tr>
<td>REGULAR</td>
<td>YES</td>
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</tbody>
</table>

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

6. **BACKGROUND:** (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
   The City advertised to request statements of qualifications to provide an interactive financial model to be used to project the CRA's cash flow needs and debt capacity through the build out of the Front Beach Road CRA. One firm responded and the staff committee found the respondent, The PFM Group, to be fully qualified and responsive. Staff would like to begin negotiations with PFM and bring back an agreement for Council approval.
RESOLUTION 16-119

WHEREAS, the City has requested statements of qualifications from firms to develop an interactive financial model to be used to project the CRA’s case flow needs and debt capacity through buildout of the Front Beach Road Community Redevelopment Agency Project; and

WHEREAS, one firm responded to the RFQ; and

WHEREAS, a Staff committee reviewed the statement of qualifications at a properly advertised public meeting on August 15, 2016, found the sole responding firm to be fully qualified and responsive to the bid request, and unanimously recommended the City enter negotiations with the sole bidder, The PFM Group for a satisfactory contract for this work.

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for the development of an interactive financial model related to buildout of the Front Beach Road Community Redevelopment Agency Project, and to return the negotiated Agreement 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: __________________________

MIKE THOMAS, Mayor

ATTEST:

DIANE FOWLER, City Clerk
REGULAR AGENDA

ITEM 8*
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
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<tbody>
<tr>
<td>FRONT BEACH ROAD CRA/KELLY JENKINS</td>
<td>AUGUST 25, 2016</td>
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<table>
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<tr>
<th>3. REQUESTED MOTION/ACTION:</th>
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<tbody>
<tr>
<td>APPROVE RESOLUTION INCREASING PARKING RATES AT 3 CITY LOTS TO $5</td>
</tr>
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<tr>
<th>4. AGENDA</th>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
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<tr>
<td>PRESENTATION</td>
<td>YES</td>
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<td>PUBLIC HEARING</td>
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<tr>
<th>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City has for several years operated and maintained public parking lots near the southern terminus of Richard Jackson Boulevard (the &quot;R. Jackson Lot&quot;, also known as the &quot;Beckrich Lot&quot;), at the southern terminus of Churchwell Drive (the &quot;Churchwell Lot&quot;) as well as a public parking lot on North Thomas Drive (the &quot;North Thomas Lot&quot;, also sometimes referred to as the &quot;Multi-Modal Center Lot&quot;). At its July 7, 2016 Budget Workshop, the Council discussed raising the daily rate from $4 to $5 to reduce wear and tear on the parking meters and increase CRA revenues.</td>
</tr>
<tr>
<td>The attached resolution, if approved, would implement staff's recommendation to increase the daily rate. The rates for annual parking passes are not proposed to be amended by this Resolution and will not be affected.</td>
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</tbody>
</table>
Resolution 16-122

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A $5 DAILY USE PARKING RATE FOR THREE CITY PARKING LOTS.

WHEREAS, the City has for several years operated and maintained public parking lots near the southern terminus of Richard Jackson Boulevard (the "R. Jackson Lot", also known as the "Beckrich Lot"), at the southern terminus of Churchwell Drive (the "Churchwell Lot") as well as a public parking lot on North Thomas Drive (the "North Thomas Lot", also sometimes referred to as the "Multi-Modal Center Lot"); and

WHEREAS, City currently charges a daily parking rate of $4, and staff proposes implementation of a one dollar increase of the daily rate for all three City parking lots; and

WHEREAS, the City finds and determines that implementation of these fee increase is appropriate to defray the costs incurred by the City for the administration and maintenance of the lots, and is reasonable with regard to the amenities and services to be provided therewith.

NOW THEREFORE BE IT RESOLVED that a daily parking fee in the amount of Five Dollars ($5.00) Per Vehicle shall be assessed against and collected from each vehicle using the City parking lots located on R. Jackson Boulevard, Churchwell Drive and North Thomas Drive, which rates shall be effectively immediately.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON PASSAGE.

PASSED IN SPECIAL SESSION THIS ____ DAY OF AUGUST, 2016.

CITY OF PANAMA CITY BEACH

BY: MIKE THOMAS, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK