

PANAMA CITY BEACH CITY COUNCIL AGENDA

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

MEETING DATE: February 8, 2018
MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- DERRICK BENNETT, CAMPUS PASTOR NORTHSTAR CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILWOMAN STRANGE
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE SPECIAL MEETING AND REGULAR MEETING OF JANUARY 25, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILWOMAN STRANGE
 - 1 BOYS AND GIRLS CLUB CIVIC ACHIEVEMENT AWARD
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 18-55, NUISANCE ABATEMENT LIEN, 301 Dogwood Street.** *"A Resolution of the City of Panama City Beach, Florida, approving an amount of \$2,000.43 to be liened on property located at 301 Dogwood Street for costs incurred by the City to abate nuisances located upon such property; authorizing the appropriate officers of the City to record the lien and notify interested parties of such lien; and approving an immediately effective date."*
 - 2 **RESOLUTION 18-58, BID AWARD- FRANK BROWN PARK PLAYGROUND SURFACING PROJECT.** *"A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Foreverlawn Emerald Coast in the amount of \$123,053 for the purchase and installation of synthetic turf playground surfacing for Frank Brown Park; and providing an immediately effective date"*
 - 3 **RESOLUTION 18-59, BID AWARD- FLEX WING ROTARY CUTTER (BATWING).** *"A Resolution of the City of Panama City Beach, Florida, approving the purchase of one Flex-Wing Rotary Cutter (Batwing) and associated equipment from Beard Equipment Company in the amount not to exceed \$16,270.72; and providing an effective date."*
- X. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	ML	ORDINANCE 1443, AMENDING LDC REGARDING LARGE SITE DEVELOPMENT APPLICATIONS, 2ND READING, <u>PUBLIC HEARING</u> AND ADOPTION.
2	MG	ORDINANCE 1445, AMENDING POLICE OFFICERS PENSION PLAN REGARDING NORMAL RETIREMENT DATE AND AGE, 2ND READING, <u>PUBLIC HEARING</u> AND ADOPTION.

2/6/18 10AM

E-mailed to following interested parties on: 2/5/18, 1 P.M.

<u>NEWS MEDIA</u>	<u>CONTACT</u>
News Herald	Tyra Jackson
Bullet	Linda Lucas
Channel 4	News Dept
Channel 7	Newsroom
Channel 13	Brady Calhoun
Comcast	Stefanie Bowden
WOW	Cil Schnitker
WKGC	Tori Shay
WLTG	A. D. Whitehurst
Clear Channel	Production Director
Powell Broadcast	Jeff Storey, GM
Burnie Thompson	Burnie Thompson

**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)

MINUTES

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on January 25, 2018.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
JOHN REICHARD
JOSIE STRANGE
PHIL CHESTER
HECTOR SOLIS

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
JO SMITH
CITY ATTORNEY:
AMY MYERS

Mayor Thomas called the Regular Meeting to order at 9 A.M. with all Council members, City Manager, Acting City Clerk and City Attorney present.

Councilman Chester gave the invocation and led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community events.

The Minutes of the Regular Meeting of January 11, 2018 were read and approved as written per motion by Councilwoman Strange. Second was by Councilman Chester. The motion passed by unanimous roll call vote recorded as follows:

Councilman Chester	Aye
Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Mayor Thomas	Aye

Mayor Thomas asked if there were any additions or deletions to the Agenda. Hearing none, Councilman Solis made the motion to approve the Agenda as written. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester	Aye
Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Mayor Thomas	Aye

PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEM)

The Mayor opened the Public Comments portion of the meeting at 9:05 A.M. There were no comments.

CONSENT AGENDA

Ms. Smith read the Consent Agenda Items by title.

1 RESOLUTION 18-47, BID AWARD- IRRIGATION BOOSTER PUMP SYSTEM AT FRANK BROWN PARK. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Culligan Water in the total amount of \$43,430 for the purchase and installation of the irrigation booster pump system at Frank Brown Park."

2 RESOLUTION 18-48, BID AWARD- FRANK BROWN PARK UNDER THE PALMS PLAYGROUND. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with PPLT Farmington, Inc., C/O Playworx Playsets, LLC in the amount of \$69,590.39 for the purchase and installation of playground equipment for the Frank Brown Park Under the Palms Playground."

3 RESOLUTION 18-49, BID AWARD- FRANK BROWN PARK LITTLE RASCALS PLAYGROUND. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with PPLT Farmington, Inc., C/O Playworx Playsets, LLC in the amount of \$44,427.45 for the purchase and installation of playground equipment for the Frank Brown Park Little Rascals Playground; and providing an immediately effective date."

4 RESOLUTION 18-50, BID AWARD- SEA OATS DRAINAGE IMPROVEMENTS PROJECT, PHASE 1. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with GAC Contractors, Inc. in an amount not to exceed \$463,000 for Phase 1 of the Sea Oats Drainage Improvement Project."

5 RESOLUTION 18-51, JEEP BEACH JAM PARADE ROAD CLOSURES. "A Resolution of the City of Panama City Beach authorizing temporary road closure of a portion of South Pier Park Drive and authorizing rerouting of traffic on a portion of Front Beach Road, on Saturday May 19, 2018, for the "Jeep Beach Jam" Parade; and providing an immediately effective date."

6 RESOLUTION 18-56, VERTICAL TURBINE PUMP REPAIR. "A Resolution of the City of Panama City Beach, Florida, approving a purchase from AAG Electric Motors & Pumps, Inc., relating to the repair of a vertical turbine pump for the City's Wastewater Treatment Plant in the total amount of \$16,928.80".

Councilwoman Strange made the motion to approve the Consent Agenda. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester	Aye
Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Mayor Thomas	Aye

ITEM 1 RESOLUTION 18-52, CALLING FOR REFERENDUM ON THREE CHARTER AMENDMENTS AND SETTING BALLOT LANGUAGE. Ms. Myers read Resolution 18-52 by title and explained the purpose of this Resolution and its efficiency for all three questions to be on one document. Councilwoman Strange asked what if she disagreed with one of these items, and Ms. Myers replied that the Ordinances had already been adopted. This Resolution merely called for the referendum and set the questions for the ballot. The Mayor asked if there were any more questions and there were none. **Councilman Reichard made the motion to approve Resolution 18-52. Second was by Councilman Solis and the motion passed by majority roll call vote recorded as follows:**

Councilman Chester	Aye
Councilwoman Strange	Nay
Councilman Solis	Aye
Councilman Reichard	Aye
Mayor Thomas	Aye

ITEM 2 RESOLUTION 18-53, PURCHASE OF BUILDING OFFICIAL VEHICLE AND BUDGET AMENDMENT #7. Ms. Myers read Resolution 18-53 by title. The Mayor asked if there were any questions. Councilman Chester asked about the piggybacking and Mr. Gisbert replied that the process followed the current rules. **Councilman Chester made the motion to approve Resolution 18-53. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Mayor Thomas	Aye

ITEM 3 ORDINANCE 1446, AMENDING LDC RE LOW DENSITY RESIDENTIAL TO SINGLE FAMILY RESIDENTIAL, 1ST READING. Ms. Myers read Ordinance 1446 by title. She said the Planning Board recommended approval at their November meeting. The Mayor asked if there were any questions and there were none. **Councilman Chester made the motion to approve Ordinance 1446. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Mayor Thomas	Aye

ITEM 4 RESOLUTION 18-54, DEWBERRY ENGINEERS TASK ORDER GWSRU 2018-01 AND BUDGET AMENDMENT #8, PCB PARKWAY RECLAIMED WATER SYSTEM EXTENSION TO CAULEY AVENUE. Ms. Myers read Resolution 18-54 by title. Councilman Reichard asked Mr. Shortt where the project started. Mr. Shortt responded that that the system currently stopped at North Glades Trail and this extension would add another mile eastward. He said this would allow the City to bring water into the future subdivision and serve the future sports park and future school with reclaimed water. The Mayor asked if there were any more questions and there were none. **Councilman Reichard made the motion to approve Resolution 18-54. Second was by Councilwoman Strange and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Mayor Thomas	Aye

ITEM 5 RESOLUTION 18-57, PURCHASE OF VACANT LAND FROM KENNETH AND JENNIFER PURVIS, LAGUNA BEACH SEWER AREA LIFT STATION SITE. Ms. Myers read Resolution 18-57 by title. The Mayor asked if there were any comments or questions; there were none. **Councilman Reichard made the motion to approve Resolution 18-57. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Mayor Thomas	Aye

ITEM 6 RESOLUTION 18-60, ENGAGEMENT AGREEMENT HOLLAND AND KNIGHT AND BUDGET AMENDMENT #9. Ms. Myers read Resolution 18-60 by title. The Mayor asked if there were any questions and there were none. **Councilman Solis made the motion to approve Resolution 18-60. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilwoman Strange	Aye
Councilman Solis	Aye
Councilman Reichard	Aye
Mayor Thomas	Aye

DELEGATIONS

The Mayor opened the Delegations period at 9:15 A.M.

1 Mr. Paul Dalton, 107 Manistee. Mr. Dalton asked if three more Patrol positions were posted. Chief Whitman confirmed there were three vacancies.

2 Mr. Tom Klomps, 614 Poinsettia Court. Mr. Klomps asked Counsel how the Fire Department could continue to respond to medical calls when the Charter specifically stated they could only respond to fight fires. He urged the Council to appoint a Fire Commission to oversee the use of the Fire Assessment to ensure its proper use. He also suggested contracting with the Bay County Sheriff for law enforcement at half the cost and be able to double the number of officers for the current budget.

3 Mr. Mathew Bush, 170 Crane. Mr. Bush spoke of his mother Eva and respect. The Mayor asked if there were further comments. There were none. The Delegations section of the meeting was closed at 9:20 A.M.

Mayor Thomas asked Ms. Myers to clarify the figures referenced by Mr. Klomps and if any were inaccurate to clarify the information. Ms. Myers stated she would do so. She also clarified the comments by Mr. Klomps on the Fire duties as outlined in the Charter. She stated the wording was in our Code from 1973 and had not been changed since the City was formed. She said it was not a mandatory statement and "protection of life and property" would not exclude EMS services. She continued that Florida Statutes expressly authorized the Fire Department to provide First Responder and EMS services. They also limited the City's ability to recover from the people who benefited from those services. The Charter did not limit the City's ability to provide those services.

Ms. Myers had no Attorneys report.

Mr. Gisbert announced the job postings and Bids posted on the website. He also said the TDC was bringing three events Emerald Coast Boat & Lifestyle Show on March 2, Emerald Coast Cruizin' Car Show on March 7, and UnWined on March 23 to Aaron Bessant Park during the blackout period, and asked Council if they would agree these events would be a benefit to the community and give him the authority to approve these events. The Mayor asked if there were any questions or opposition, and there was none. The Mayor confirmed the City Manager had the authority requested.

Councilman Reichard and Councilman Chester had no comments. Councilman Solis said this was First Responder Week in Florida. He also commented that Ms. Bush was a wonderful woman and recounted their conversations. Councilwoman Strange had no comments.

Mayor Thomas said the City needed a Public Information Officer (PIO) to ensure accuracy, help the City tell the story and prevent confusion among the public. He said a recent News Herald story was a good story but not completely accurate. He said the Fire Assessment was not to build a fire station but to provide the residents with good fire services. He said he had been told that an Ad Valorem tax was necessary, and he stated that he did not believe that would ever be necessary on the beach. He added that in five to six years, the rest of the 1% Gross Sales receipts that were currently going to Pier Park would then be coming to the City. He said a PIO would correct misinformation. He continued that it had been stated that hotels and motels paid a different usage rate than the residents which was also inaccurate.

Councilman Reichard spoke of the condominium water fees and stated each condo owner paid the minimum rate even if the units were vacant most of the year. Councilwoman Strange said hotels and motels pay a lower rate for water. Mr. Shortt explained that water had a base rate with single family homes and condominiums having the same base rate. Hotels and Motels had a lower base rate because they had no kitchens and less water demand but they were charged the same gallonage as residences and condominiums. He said they were about \$3.50 per month base rate per unit less than residences or condominiums. Councilwoman Strange said that would be a savings if changed.

Mayor Thomas said in the County, the news media use the PIO and the TDC use the PIO, and he thought it would help to authorize the City Manager to go out for a Public Information Officer for the City. Councilman Reichard said he supported that idea. There were no other comments.

The meeting was adjourned at 9:38 A.M.

READ AND APPROVED this 8th of February, 2018.

IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

Mayor

ATTEST:

City Clerk

The Special Meeting of the City Council of the City of Panama City Beach, Florida, regarding the Impact Fee Study, Municipal Services, held on January 25, 2018.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:
JOHN REICHARD
JOSIE STRANGE
PHIL CHESTER
HECTOR SOLIS

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
JO SMITH
CITY ATTORNEY:
AMY MYERS

Mayor Thomas called the Special Meeting to order at 11:00 A.M. with all the Council members, City Manager, City Clerk and City Attorney present.

Mr. Gisbert explained the Department Heads had met with the consultant for the Impact Fee Study. Initially most of the cost (66%) was to the local resident and the balance to the visitors. After the meeting, the consultant revised those numbers where the current report reflected the bulk of the cost to the visitor and the balance to the local resident.

Mr. Henry Thomas, Senior Vice-President for Public Resources Management Group (PRMG), explained that they had prepared a few studies for the City over the years. Mr. Gisbert explained that the City had initiated an Impact Fee plan in 2001 that included Police, Fire, Recreation and Library. An update to the Recreation component was prepared in 2007 when the swimming pool was built. Mr. Thomas explained they also prepared the Water and Wastewater rates. PRMG updated the Municipal Impact Fees to include Police, Fire, Recreation and Library. The Impact Fees were based upon the recovery of the capital investment required to provide capacity to serve future growth.

Mr. Thomas explained that the State passed an Impact Fee Act in 2007 and amended in 2009 and 2011. He said they relied on Florida case law for Impact Fees and one requirement was that the fee be based on recent localized data. To comply, the Impact Fees should be updated periodically, particularly if the City had major capital improvements just funded. He explained that the increase could not be implemented until ninety days after adoption in consideration of developers absorbing the increased cost of Impact Fees.

He explained their main task was looking at the service area forecast and certain assets apportioned between existing population and future growth. They looked at the level of service standards for Police as one officer per thousand population. For Police Impact Fees, the City was unique because there was a visitor population and a permanent population and significant visitor population issues.

To look at the population forecast, they used total average population which included both the visitor and the permanent population. In 2017 it was estimated at just under 45,000 persons and projected to grow to 57,800 persons by 2040. Mr. Gisbert explained the data used to project the average population for the visitors was information from the TDC. Mr. Thomas said the dwelling unit growth looked to go from 18,000 units to just over 23,000 units. The growth rate in commercial square footage would grow consistent with the overall growth in the community and population, now at slightly under 6000 square feet of commercial development to about 7,700 by 2040. In the Recreation Impact Fee, it was calculated on a per person basis.

POLICE

For the Police Impact Fees, the biggest asset was the new police facility. They looked at the existing level of service and he said the City could not charge the new population growth for a level of service not provided. The only new investment included in the Impact Fee was the new communications and dispatch equipment.

Mr. Thomas said a lot of commercial development had occurred since the last study. They looked at the call data for the calls to residences versus commercial as a way to proportion the costs. For the Impact Fees, the residential was per dwelling unit and the commercial was per square foot. The City had 59 full-time sworn officers when the study was published which averaged 1.32 persons per thousand of average daily population that included both permanent and visitor population. Even though the standard was based on sworn officers per thousand, the City also had 34 support employees. The equipment needed to run the whole Department related to only the

sworn officers and not the total employees for the Department. The total investment today was about \$8 Million Dollars and included the vehicles, vehicle related equipment, general machinery and equipment. Dividing that \$8 Million Dollars by the 59 sworn officers would have the cost of a full-time officer at \$136,516. Based on the growth forecast to 2040, they estimated approximately 17 officers to maintain the existing level of service, equating to a \$2.4 Million Dollar investment to serve that new growth.

Mr. Gisbert asked Mr. Thomas to explain the \$136,516. Mr. Thomas explained for the most part, these were embedded costs already spent by the Police Department. Councilman Solis asked why not include support staff. Mr. Thomas said there was not a lot of capital costs associated with the support staff and only included if the City was trying to collect operating costs. The Department may grow and add sworn officers, but not necessarily more communication officers. It was appropriate to divide the capital cost and the growth of sworn officers. Mr. Thomas said the mix of calls today was much heavier for commercial since the study was prepared in 2001. He said the current Impact Fee for residential was \$135 and the proposed Impact Fee would be \$144. For Commercial, the current Impact Fee was \$.40 based on the square footage and the proposed fee would be \$.88 per square foot.

FIRE

Mr. Thomas explained the real driver in fire and rescue was the response time. The City must add new fire stations to maintain adequate response times to a growing population and with fire stations, they must be staffed and equipped. In their study, they considered that the City planned to add a new fire station and rehab the two current stations. Mr. Gisbert said the new station would be storm-hardened and located off Nautilus. Mr. Thomas said the average response time in 2016 was 4.32 minutes. The Fire Department currently had 35 Fire/Rescue personnel in two fire stations. He said they estimated the new station at Nautilus would require an additional 15 Firefighters. With the existing capital investment, they estimated a cost of \$131,205 per Firefighter. Based on the future growth, conservatively, they estimated \$4.1 Million Dollars in investments which became \$93,159 per Firefighter. Mr. Thomas explained that the new fire station would serve everyone so the costs must be blended. The two totals would be \$224,364 per Firefighter which included the new station, the new ladder trucks, and the new equipment. For the call data, the split was 40% residential and 60% commercial, totaling a fee of \$249 per dwelling (residential) and \$1.14 per square foot (commercial). Mr. Thomas said the existing Impact Fees for residential were \$130 and the proposed Impact Fee would be \$249. For commercial, based on the growth, the existing rate was \$.17 per square foot, and they proposed the new rate of \$1.14 per square foot. He explained other cities and how they estimated their Impact Fees. Mr. Gisbert said Panama City Beach was unique and that he would guess the other cities in comparison had an Ad Valorem Tax.

RECREATION

Mr. Thomas said they looked at the current level of service, as well as current and future investments in assets. He said they allocated the costs between the permanent and visiting populations because the City was unique in that the visitors used the recreational facilities. He emphasized that the recreation fees were not charged to a restaurant, only residential or the public lodging category. Mr. Thomas reported on the existing level of service, including the 8 different recreational facilities as well as the 250 acres of open space and 3150 acres in the Conservation Park. He spoke of other cities and their recreational facilities. They estimated the total existing and future capital investment would be \$20,378,885. After research, they determined for residential the cost per unit was \$867 and for public lodging per unit was \$634. Mr. Gisbert clarified that condominiums were included in the residential figure along with the single-family homes.

Councilman Solis said he disagreed with restaurants not being included because the City brought in hundreds of tournaments that stayed in hotels and ate at restaurants. Mr. Thomas said that would be an economic benefit where he was discussing the benefit of the use of the facilities. Mayor Thomas explained how Mr. Sale had originally used the link and felt comfortable using the public lodging. Mr. Thomas explained the City was able to spread the costs over a larger group due to including the public lodging, compared to some cities who only charged residential. This allowed a more reasonable fee for residential. He said the existing residential fee was \$763 and proposed Fee would be \$867. For public lodging, the existing fee was \$639 and the proposed fee would be \$634.

Mr. Thomas said all Impact Fees were less than the average which encouraged growth.

LIBRARY

Mr. Thomas said for the Library, the City had limited investment, basically the capital costs of the library itself. He said the assumption was that the library was typically used by the residential population. He said the current Fee was \$65 and the proposed Fee would be \$72.

Councilwoman Strange said if someone visited the library now, they would see that it was packed with visitors. Mr. Gisbert said they were usually people that stayed in condominiums, which would be captured within this residential fee.

Mayor Thomas said the rules were very strict on Impact Fees. Mr. Thomas said Home Rule was very important and case law said the funds could not be used to make up for existing deficiencies. Mr. Gisbert said the legislature was attempting to take away the City's ability to impose such fees.

Mr. Thomas said he recommended that the City adopt the proposed Impact Fees and periodically review them every three to five years. He also stressed to spend the Impact Fees, probably within seven years, not merely save them. He mentioned reviewing the fees when the City planned a large capital investment.

The Mayor asked if there were any questions. Councilwoman Strange asked when the new Impact Fees would be imposed. Mr. Gisbert said no one would be impacted with the new rates until 90 days after adoption.

Mayor Thomas said the County reviewed their Impact Fees every two years. He asked when the Impact Fees were last reviewed in the City. Mr. Gisbert replied 2001 for Police, Fire, Library, and most of Recreation. Regarding Water and Sewer, the City followed a better schedule and those fees were being reviewed now by PRMG. The Mayor said all the new growth since 2001 had been assessed the old rate. Mr. Thomas said the commercial sector benefitted quite a bit from those old rates being charged. Mr. Shortt texted Mr. Gisbert that he would advise when the Water and Sewer rates were last updated.

The meeting was adjourned at 11:55 A.M.

READ AND APPROVED this 8th of February, 2018.

IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

Mayor

ATTEST:

City Clerk

BOYS & GIRLS CLUB

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Nicole Lara-Cruz

HAS GIVEN EXCEPTIONAL SERVICE

**TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH**

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

Presented this 8th of February, 2018



MAYOR MIKE THOMAS

CONSENT ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Code Enforcement/James Tindle

2. MEETING DATE:

02/08/2018

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve of the attached Resolution approving an amount of \$2000.43 to be liened on property located at 301 Dogwood Street for costs incurred by the City to abate nuisances on the property.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City incurred costs related to nuisance abatement at 301 Dogwood Street. The work included general property clean-up and brush hogging in the amount of \$1,720. Those costs sent/invoiced to owner and remain unpaid.

The total lien includes the costs incurred for the title search report, labor for clean-up, postage and attorney fees.

RESOLUTION 18-55

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$2,000.43 TO BE LIENED ON PROPERTY LOCATED AT 301 DOGWOOD STREET FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, pursuant to Section 15-25 of the City's Code of Ordinances, the City has undertaken the abatement of public nuisances defined by Section 15-17 of the City Code, following notice and non-action by the Owners to come into compliance with the City Code section; and

WHEREAS, pursuant to 15-26 of the City's Code, the City Council shall assess the entire cost of the abatement of the nuisance against the property, inclusive of all administrative, legal, postal and publication expenses, and any other direct or indirect costs associated therewith.

NOW THEREFORE, BE IT RESOLVED by the City Council that a lien be assessed against the following property in the amount set forth below:

PROPERTY ID NO.	APPARENT OWNERS	ADDRESS	AMOUNT OF LIEN
34282-000-000	Heirs and Devisees of the Estate of Louis Cassaras, deceased	301 Dogwood Panama City Beach, FL 32407	\$2,000.43

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are hereby authorized and directed to record such lien and notify the Tax Collector and all interested parties of such lien.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 8th day of February, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-55

CONSENT
AGENDA ITEM # 1

**PANAMA CITY BEACH
BUILDING AND PLANNING DEPARTMENT**

**110 S. Arnold Road, Panama City Beach, FL 32413
850-233-5100 Fax: 850-233-5049**

December 19, 2017

**CODE ENFORCEMENT
INVOICE FOR NUISANCE ABATEMENT**

RE: Heirs and Devisees of Estate of
Louis Cassaras, deceased
AND ALL INTERESTED PARTIES:
301 Dogwood Street
Panama City Beach, FL 32407

VIA CERTIFIED AND REGULAR MAIL TO:
Heirs and Devisees of Estate of
Louis Cassaras, deceased
Apparent Resident: Louis Cassaras, deceased
3900 Golden Pine Lane
Jay, Florida 32565-2059

Parcel Identification Number: 34282-000-000
Chuck Perdue
Bay County Tax Collectors office
850 W. 11th Street
Panama City, FL 32401

PREPARED BY: Leslie Roberson for James Tindle
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Beach Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 301 Dogwood Street, Panama City Beach, FL 32407.
2. The amount of the City's abatement lien is as follows:
Labor \$1,720.00 (Clean-up and Labor)
Title search report: \$150.00
Postage: \$22.43
Attorney Fees: \$108.00
TOTAL: \$2,000.43

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

LOTS FOURTEEN (14) AND THIRTY (30), BAHAMA HEIGHTS, AS PER PLAT ON FILE IN PLAT BOOK 8. PAGE 97, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, BAY COUNTY, FLORIDA. Parcel Identification Number: 34282-000-000.

Civil penalties and costs of an administrative hearing, if applicable, including a reasonable attorney's fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this 19th day of December, 2017.

By: _____

Jo Smith, City Clerk



PANAMA CITY BEACH

Home of the World's Most Beautiful Beach

VIA CERTIFIED AND REGULAR MAIL

Heirs and Devisees of the Estate of
Louis Cassaras, deceased
3900 Golden Pine Lane
Jay, Florida 32565-2059

October 6, 2017

Current Resident
301 Dogwood Street
Panama City Beach, 32407

RE:Property located at 301 Dogwood
Panama City Beach
Parcel ID No. 34282-000-000

Dear Sir and/or Madam,

You are hereby notified by the City of Panama City Beach that the excessive growth of grass, accumulation of weeds, vegetation, undergrowth, or other plant life a public nuisance as that term is defined by Sections 15-17(1), and 15-17(6) of the Code of Ordinances of the City of Panama City Beach. The nuisance is located on property in Bay County, Florida, as more particularly described on Exhibit A, attached and incorporated herein. The maintenance of this nuisance on the property is prohibited by Section 15-18 of the City's Code.

For these reasons, **YOU ARE HEREBY ORDERED** to removing all excess grass, accumulation of weeds, undergrowth, vegetation or other plant life in excess of one (1) foot from the property on or before 5 p.m. November 6, 2017.

You are further notified that if you do not commence or complete the maintenance necessary to prevent further violation of the above cited sections of the City Code with the time limits set forth above, the City may thereafter undertake all such actions necessary to complete that yard maintenance and abate the nuisance, and assess the entire cost thereof, including administrative, legal, postal, and publishing expenses, against the above described property as provided by State law. *This assessment shall become due and payable at the same time and with the same priority as ad valorem taxes.*

You must appeal this order to the City Council within thirty (30) days of the date of service of this Notice and Order upon you, by written application to the City Manager. Copies of the City's Code of Ordinances are available at City Hall 110 S. Arnold Road, Panama City Beach, FL 32413.

Yours Truly,

CONSENT
AGENDA ITEM # _____

Mayor
Mike Thomas

Vice-Mayor
Josie B. Strange

Council
John Reichard Hector Sofia
Phil Chester

City Attorney
Amy E Myers

City Manager
Mario Gisbert

City Clerk

City of Panama City Beach



James Tindle
Code Enforcement Officer

City of Panama City Beach



Mario Gisbert
City Manager

cc: Mike Thomas, Mayor
Phil Chester, Councilman, Ward 2
Mel Leonard, Building and Planning Director

CONSENT
AGENDA ITEM # 1

**EXHIBIT A:
LEGAL DESCRIPTION OF PROPERTY
ON WHICH NUISANCE IS LOCATED**

**LOTS FOURTEEN (14) AND THIRTY (30), BAHAMA HEIGHTS, AS PER PLAT ON
FILE IN PLAT BOOK 8, PAGE 97, IN THE OFFICE OF THE CLERK OF CIRCUIT
COURT, BAY COUNTY, FLORIDA.**

CONSENT
AGENDA ITEM # 1



D1 Landscape & Irrigation
21222 Front Beach Road
Panama City Beach, FL 32413
(850) 258-3381
Dicky@D1Landscape.net
D1Landscape.net

Invoice

BILL TO

James Tindle
Code Enforcement
110 S. Arnold Road
Panama City Beach, FL 32413

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1117-517	11/22/2017	\$1,720.00	11/30/2017	EOM	

ACTIVITY	QTY	RATE	AMOUNT
301 Dogwood Street and 162 Evergreen Street			
Disposal/Dump Fee Pickup and Remove Debris and Trash - Landfill Disposal Fee	1	55.00	55.00
Tractor Service Tractor Service - Brush Cut Lots - Cleared Trees	9	185.00	1,665.00
		BALANCE DUE	\$1,720.00

CONSENT
AGENDA ITEM # _____

CONSENT ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks & Recreation- Jim Ponek

2. MEETING DATE:

February 8, 2018

3. REQUESTED MOTION/ACTION:

Staff's recommendation is to approve the low bid from Foreverlawn Emerald Coast in the amount of \$123,053.00

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

On January 23, 2018, Staff received four (4) sealed bids for the Frank Brown Park Playground Surfacing Project. Foreverlawn Emerald Coast was the lowest bid which met the project specifications in the amount of \$123,053.00. See Attachment #1.

Attachment #2B of the bid packet is the planned location for the Playground Surfacing Project.

With City Council approval, this Playground Surfacing Project is to be completed by April 21, 2018. The new playground is scheduled for completion by May 1, 2018. This Playground Surfacing Project is handicap accessible.

All playground projects for 2018 have been budgeted in the adopted 2017-2018 budget.

The City Attorney, City Manager, and Finance Director have reviewed and approve the recommendation to award Foreverlawn Emerald Coast the Playground Surfacing Project in the amount of \$123,053.00.

CONSENT

AGENDA ITEM #

2

RESOLUTION 18-58

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FOREVERLAWN EMERALD COAST IN THE AMOUNT OF \$123,053 FOR THE PURCHASE AND INSTALLATION OF SYNTHETIC TURF PLAYGROUND SURFACING FOR FRANK BROWN PARK; 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 ForeverLawn Emerald Coast relating to the purchase of synthetic turf playground surfacing for Frank Brown Park in the basic amount of One Hundred Twenty Three Thousand, Fifty Three Dollars (\$123,053), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-58
CONSENT
AGENDA ITEM # 2

**CITY OF PANAMA CITY BEACH
 BID TABULATION**

Bidder	Address	Information	Price
Robertson Industries Inc	2414 W 12 th St. Ste 5 Tempe, AZ 85281	Backing & padding does not meet specs. No pad sample provided	\$108,650.00
JA Dawson, Inc.	PO Box 1178 Pelham, AL 35124		\$134,720.00
Pro Playgrounds	8490 Cabin Hill Rd Tallahassee, FL 32311	Backing & padding does not meet specs.	\$99,925.75
Forever Lawn Emerald Coast	116 4 th Street Fort Walton Beach, FL 32548	Lowest responsive bidder	\$123,053.00

CONSENT
 AGENDA ITEM #

2

#1

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 1/21, 2018.

Frank Brown Park Playground Surfacing Project

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum price listed, to furnish all labor, materials and supplies to install free and clear the Frank Brown Park Playground Surfacing in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to complete the Frank Brown Park Playground Surfacing Project by April 21, 2018, with liquidated damages thereafter of \$100.00 per day.

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

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

SUMMARY DESCRIPTION AND LUMP SUM PRICE:

Summary description of the products and installation proposed: If proposing a product other than Playground Grass "Ultra" by Foreverlawn, please follow requirements set by General Specifications 1.1

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

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

\$ 123,053.00 Specify terms of any deposit or write "none required": none required.

Name of SUPPLIER: Foreverlawn Emerald Coast

ADDRESS: 1112 4th St. CITY: Fort Walton Beach STATE: FL ZIP: 32548

EMAIL ADDRESS: marci@ecforeverlawn.com PHONE: 850-812-3388

References: Please list 3 successful installs of the surfacing proposed including:

Name	Location	Address or Email	Phone Number
<u>Frank Brown Park</u>	<u>Imagination Playground</u>	<u>cjoyner@pcbaac.com</u>	<u>850-233-5045</u>
<u>Tom Brown Park</u>	<u>Lake Neon Playground</u>	<u>susan.tanski@tallon.com</u>	<u>850-891-5314</u>
<u>City of Lakeland</u>	<u>Common Ground</u>	<u>404 Imperial Blvd, Lakeland, FL 33803</u>	<u>8103-831-3157</u>

SIGNATURE – (Confirming all information above is correct) Marci S. Bragg

Print Name: Marci S. Bragg and Print Title owner

Date:

1/22/2017

Project Number:

1751

Customer Information:

**Frank Brown Playground
Under the Palms & Little Rascals
Panama City
cjoyner@pcb.gov.com**

Location / Option	Grass Type & Description	Total Square Foot	Price per Square Foot	Total Price
Under the Palms AND Little Rascals Playgrounds	ForeverLawn Playground Grass Ultra™ Olive Green XP PE slit film blades straight, w turf green / tan nylon thatch w Xsatic™ anti-static protection; antimicrobial protection; 113 oz, 1 5/8" pile with 3 layered premium backing system Utilizing Envirofill for infill	10,715 sf	\$11.02 psf	\$123,053.00
	Adding in coated Geo Foam radius seating mounds in the size of 30" tall and 84" diameter at base.	2 mounds	\$2500/e	

Description of Work

PLAYGROUND to include/exclude:

- Excavation – No Tear out
- Ground Prep – No Ground Prep included. Please have site prepped according to the following specifications: Install a minimum of 3 inches of limestone aggregated base (#89 size) & compact twice over. Finish grade of stone needs to be 1 ¾" below finish grade (Little Rascals) and 2 ¾" below finish grade (Under the Palms), but crowned slightly in the center of playground.
- Products & Installation – ForeverLawn Certified Installers will install composite perimeter boards, ForeverLawn 1" safety foam (6ft fall height), ForeverLawn 2" safety foam (8ft fall height), ForeverLawn Coated Geo Foam radius soft seating mounds and ForeverLawn Playground Grass Ultra™. Grass will be attached and secured around perimeter with stainless steel 18mm x 1inch staples and seamed internally with micro mechanical seam tape and secured at adjoining seam areas with Mapei adhesive. Envirofill infill will be applied to top of blade surface. Grass will then be finished and polished with a mechanical power broom.

- Clean Up – The work site will be cleaned up and all debris will be removed. The job listed above will be completed within 14 working days' time, weather permitting.
- These ForeverLawn products carry a 10-year manufacturer's warranty through ForeverLawn, Inc. and a 2 year workmanship warranty on installation by ForeverLawn Emerald Coast.

Note:

All work will be done in a highly professional manner. Changes to the scope of the project may require changes to the proposal and pricing as well. Due to product pricing considerations, the price of this quote can only be guaranteed until December 31st, 2018

Installation schedule:

Customer Signature:

Date:

Subtotal: \$123,053.00

Adjustments:

Total: \$123,053.00

Deposit 50%

Amount due upon completion: \$123,053.00

We are pleased to submit the above quotation. Thank you for your business. Due to pricing considerations, this quote can only be guaranteed until Dec 31, 2018. ForeverLawn is not responsible for damage to any electrical or irrigation systems not installed according to code.

This purchase agreement is offered by a local independently owned and operated ForeverLawn dealer. ForeverLawn Inc. is not a party to this purchase agreement. ForeverLawn Inc. guarantees the quality of ForeverLawn products, but accepts no responsibility nor implies any warranty for installation associated with its products.

ForeverLawn Emerald Coast 850-812-3388

www.ec.forverlawn.com

#2

REQUEST FOR PROPOSALS

Frank Brown Park PLAYGROUND SURFACING PROJECT

CITY OF PANAMA CITY BEACH, FLORIDA

January 3, 2018



Page 1 of 7

CONSENT
AGENDA ITEM # _____

A handwritten signature in black ink, appearing to be a stylized letter 'L' or '2', is written over the line following the text "AGENDA ITEM #".

**NOTICE OF
REQUEST FOR SEALED PROPOSALS**

**Frank Brown Park
Playground Surfacing Project**

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

Sealed proposals will be received until **2:00PM Central Daylight Time, January 23, 2018**, at the City of Panama City Beach City Hall Annex, 110 S Arnold Road, Panama City Beach, Florida 32413 and will be opened and publicly read immediately thereafter. All Bids shall be submitted in an envelope clearly marked "Sealed Bid- Panama City Beach – **Frank Brown Park Playground Surfacing Project**."

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

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

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

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

END.



PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: _____, 2018.

Frank Brown Park Playground Surfacing Project

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, to furnish all labor, materials and supplies to install free and clear the Frank Brown Park Playground Surfacing in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to **complete** the Frank Brown Park Playground Surfacing Project by **April 21, 2018**, with liquidated damages thereafter of \$100.00 per day.

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

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

SUMMARY DESCRIPTION AND LUMP SUM PRICE:

Summary description of the products and installation proposed: If proposing a product other than Playground Grass "Ultra" by Foreverlawn, please follow requirements set by General Specifications 1.1

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

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

\$_____ Specify terms of any deposit or write "none required":_____

Name of SUPPLIER: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

EMAIL ADDRESS: _____ PHONE: _____

References: Please list 3 successful installs of the surfacing proposed including:

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

SIGNATURE – (Confirming all information above is correct) _____

Print Name: _____ **and Print Title** _____

Frank Brown Park Playground Surfacing Project.

PART 1 - GENERAL SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

6. **Resilient subsurface:** 1" Safety Foam Pad in the Little Rascals Playground Area and 2" Safety Foam Pad in the Under the Palms Playground Area (Exhibit C) with excellent drainage that is a closed cell polyethylene planed pad.

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

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

See Exhibit C- Each Playground area is different with fall height.

1. Step 1 – Area will be leveled to 5 inches below finished grade.
2. Step 2- City will install a commercial grade filter fabric.
3. **Little Rascals Playground Area – Fall Height is 4-6 foot for ages 2-5**
4. Step 3- City will install #89 Limestone (3/8" crushed cleaned), at a depth of 3.5-4 inches. Once compacted and leveled, stone base will be at 3-3.5 inches deep.
5. **Under the Palms Playground Area – Fall Height is 8 foot for ages 5-12**
6. Step 3-City will install #89 Limestone (3/8" crushed cleaned), at a depth of 3.5-4 inches. Once compacted and leveled, stone base will be at 3-3.5 inches deep.

1.3 Preparation of Surfacing –

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

1.4 Installation of Surfacing – Each Playground area is expected to be completed with the installation of the playground equipment by March 31, 2018. Surfacing install can begin once playground equipment is signed off and approved by the City. This could allow Surfacing install to happen before March 31, 2018.

1. SafetyFoam subsurface (resilient surface) – 1" Safety Foam for a 4-6' CFH (Certified Fall Height) over aggregate for the Little Rascals Playground Area. 2" Safety Foam for a 8' CFH (Certified Fall Height) over aggregate for the Under the Palms Playground Area.

2. Artificial Turf – The turf will be rolled out in sections, cut around the poles and seamed together using the micro-mechanical seaming system as the primary bond.

3. Securing – The turf will be secured around the perimeter. If using nailer boards, 1" staples will be used to secure the turf to the boards. Staples will be placed every 2 inches. (see edge details).

4. Protection - Surface installer shall be responsible for the protection of the surface during the curing period upon completion of the installation.

5. **2 Soft Seating Mounds- A formed coated Geo Foam mound, with sculpted seating to be installed completely around the lighting poles in each playground area. Overall dimension will be 30" tall with a 84" base diameter for each light pole. Artificial Turf surface will flawlessly cover the entire soft seating mound. (Exhibit C)**

6. *Fence Posts will be set in place after playground equipment is installed by the City on the perimeter of the each Playground area. There will be an opening of 12 foot in-between posts for equipment to enter the area for installation purposes. The perimeter boards are to be put on the outside of the posts. Playground surfacing will go around the poles and over the perimeter boards.*

1.5 Measurements of Surfacing- The measurement of the surfacing area is the responsibility of bidder. (See Attachment's B and C).

1.6 Testing of Materials

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

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

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

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

c. ***Flammability (PILL test)***

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

1.7 Job Completion and testing to be complete by **April 21, 2018** with liquidated damages of \$100.00 per day thereafter.

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

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

2.0 Guarantee/Warranty of the Material and Workmanship

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

Written warranty must be submitted by the installer

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

given, the CITY shall proceed to have the repairs made by others at the CONTRACTOR'S expense.

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

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

PART 2 – DATES

1. Sealed Proposals Due Tuesday January 23, 2018 at 2:00pm at City Hall Annex, 110 South Arnold Road, Panama City Beach
2. Proposals will be opened at 2:00 pm at that same time and place;
3. City Council Approval February 8, 2018
4. Job awarded February 9, 2018
5. Job to be completed by April 21, 2018.

PART 3 – LIST OF RFP EXHIBITS

EXHIBIT A

Certificate of Tax Exemption

EXHIBIT B

Location of where the Playground Surfacing will be installed

EXHIBIT C

Playground Surfacing Measurements, Drawing and Pictures

Updated January 1, 2018

Page 7 of 7
CONSENT
AGENDA ITEM # 2

A

DR-14
R. 10/15



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

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

This certifies that

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

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



Important Information for Exempt Organizations

DR-14
R. 10/15

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

CC INCLUDE A SPINNER
19 FT DIAMETER PEI STECS

SEATING AREA

↑ 20 FT ↓

← 20 FT →

GATE

Seating AREA

↑ 40 FT ↓

← 15 FT →

UNDER THE PALMS
PLAYGROUND

LITTLE RASCALS
PLAYGROUND
AGES 4-UNDER

GATE

GATE

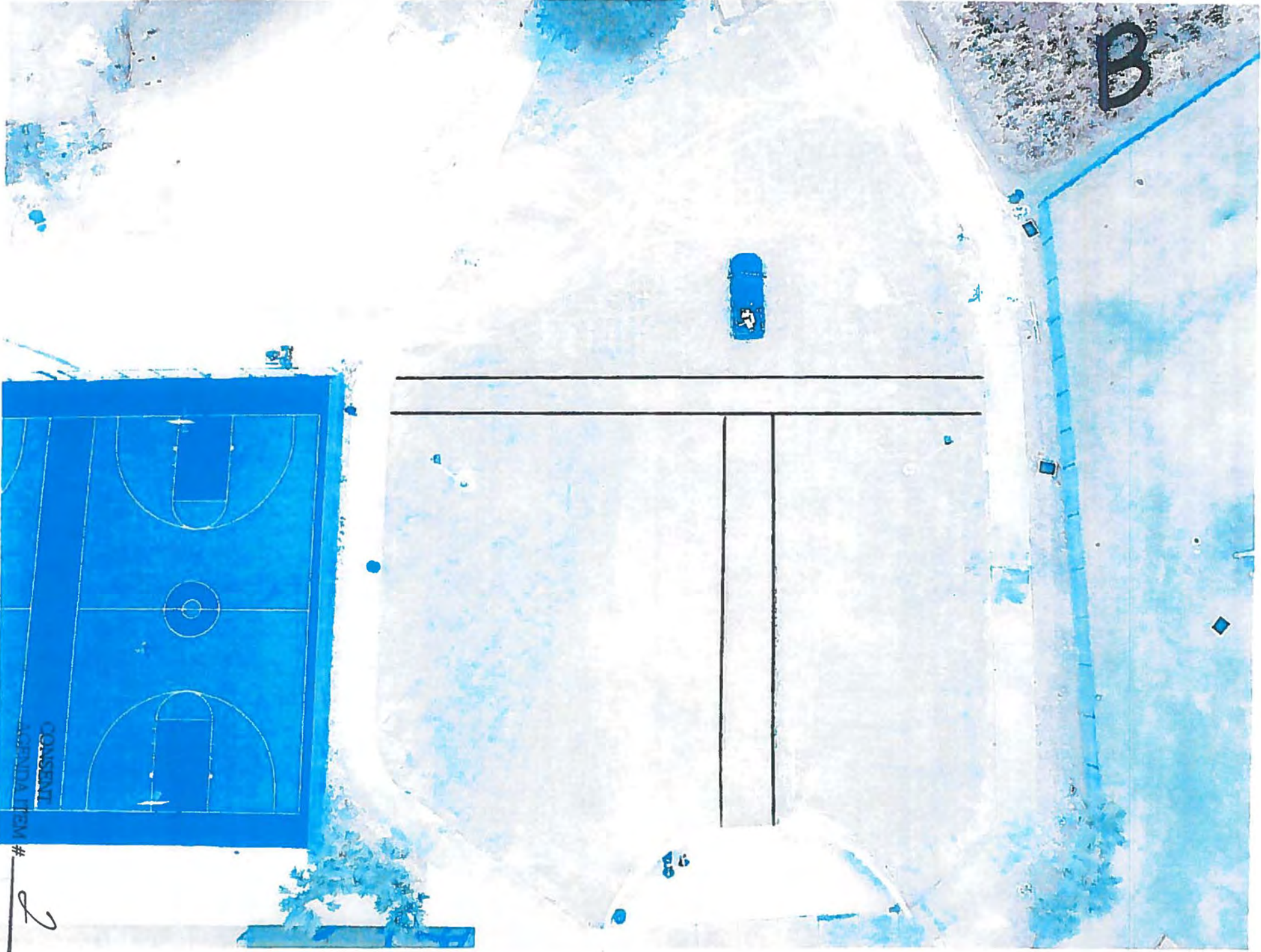
SEATING AREA
← 33 FT →
← 30 FT →
SEATING AREA
← 25 FT →

SEATING AREA
← 28 FT →
SEATING AREA
← 25 FT →
SEATING AREA
← 25 FT →

B

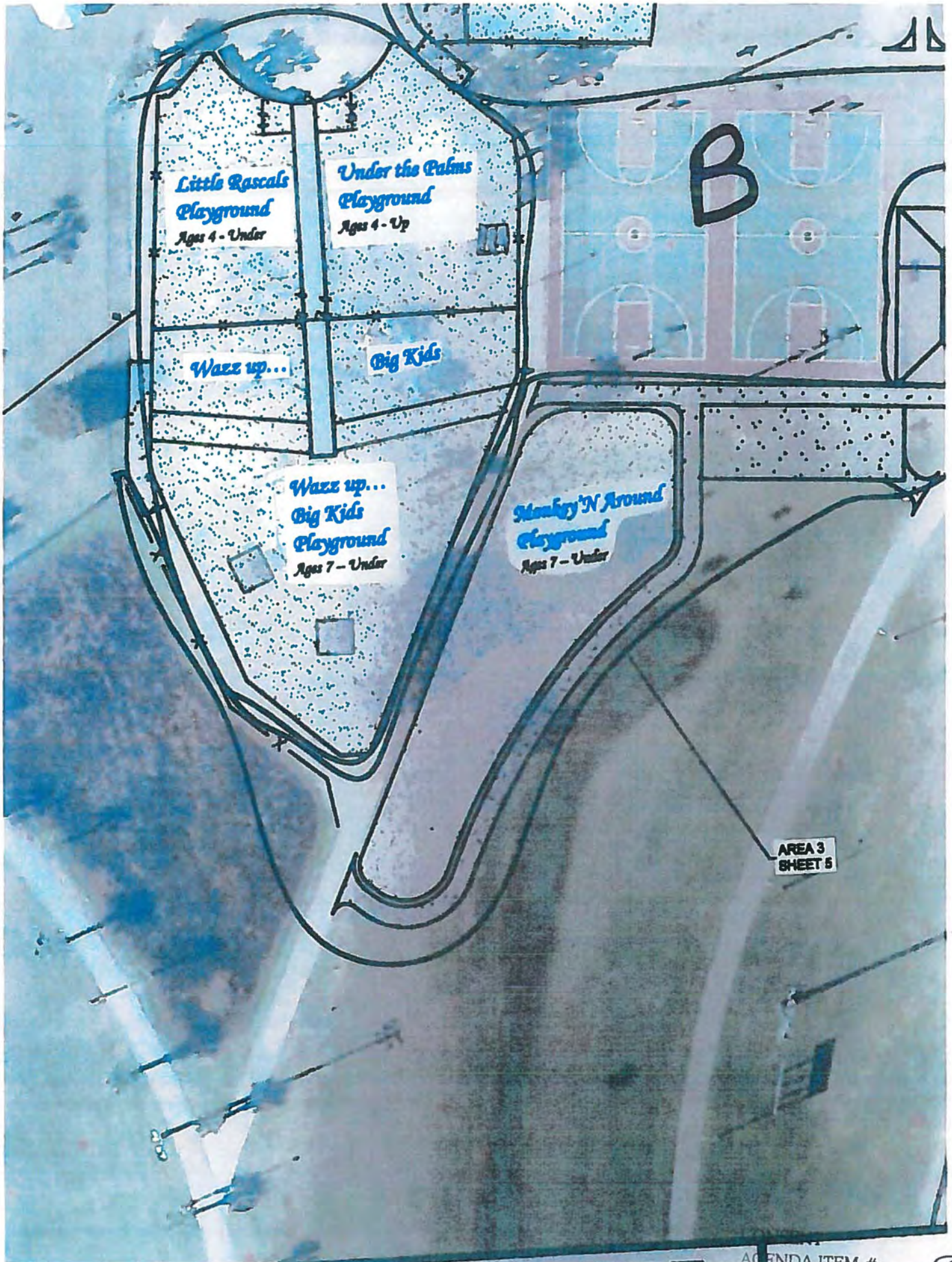
CONSENT
AGENDA ITEM # 1

2



#

2





Entire Concrete Perimeter

←, SL →

UNDER THE PALMS
PLAYGROUND
Area

5-12

8' Fall

Approx Area size 6,475 sqft

Light Pole

Location of Soft Seating

CONSENT
AGENDA ITEM #

←, 11 →

←, 52 →

36'

32'6"

←, 21 →

←, SL →

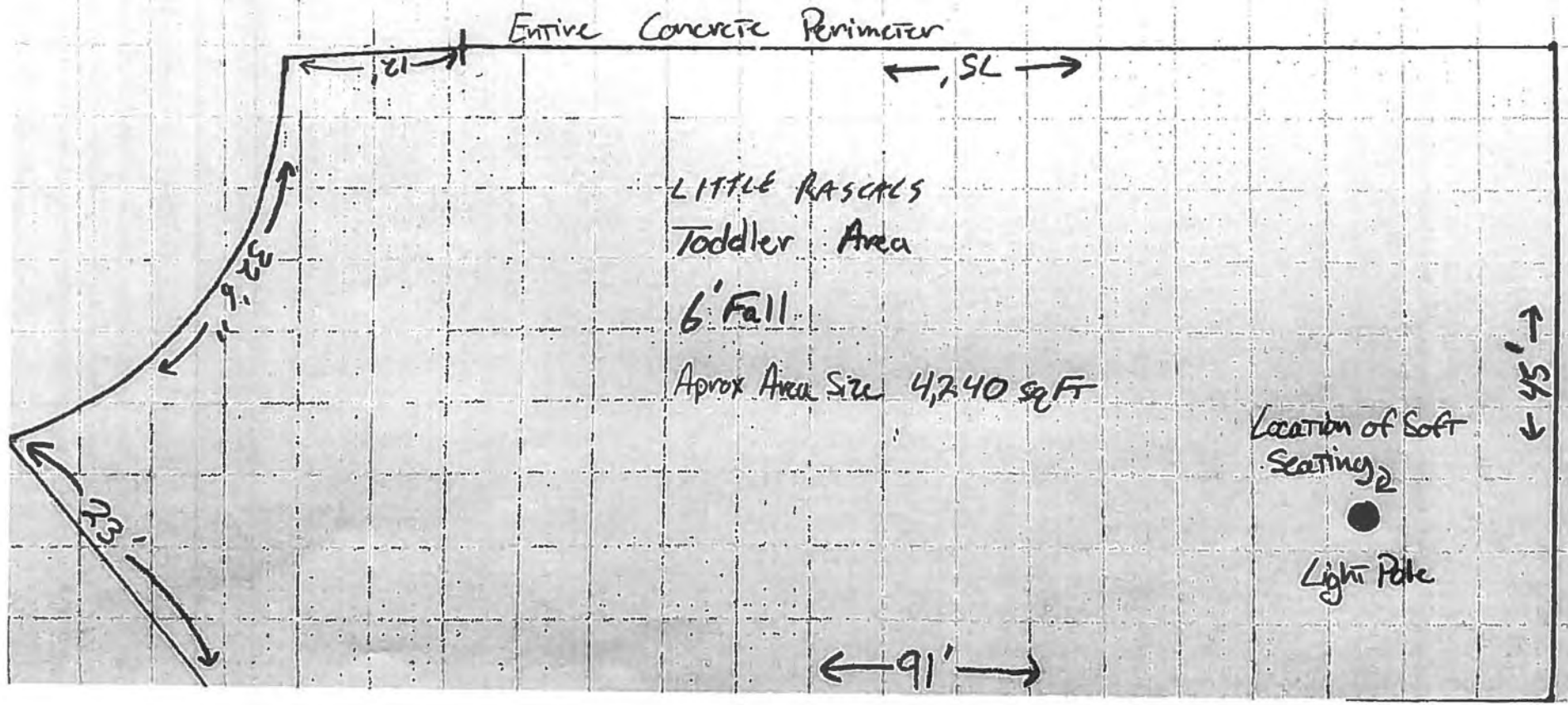
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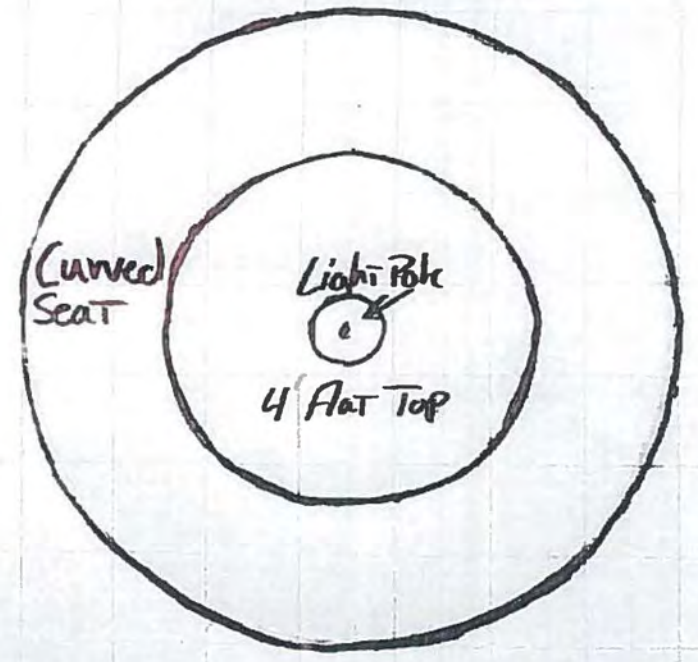
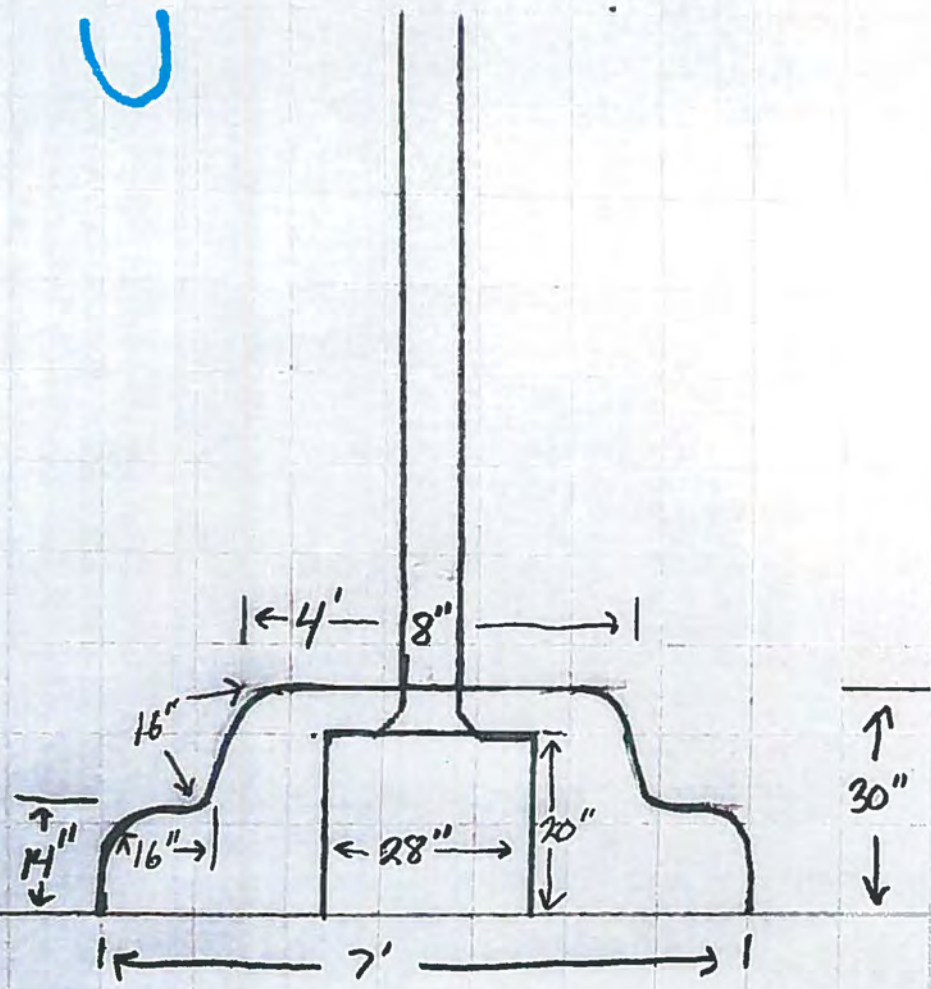
5 10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100 105 110

CONSENT
AGENDA ITEM #110

U



U



RADIUS SEATING

CONSENT ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Paul Casto

2. MEETING DATE:

02/08/18

3. REQUESTED MOTION/ACTION:

Approve the purchase of one (1) Flex-Wing Rotary Cutter from Beard Equipment Co. in the amount not to exceed \$16,270.72

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 demand for right of way maintenance is expanding and the Street Department Equipment is aging. Staff was tasked with soliciting bids for a new Flex-Wing Rotary Cutter for the City's Street Department.

A solicitation for the purchase of one (1) Flex-Wing Rotary Cutter was publicly advertised on December 14, 2017 and December 21, 2017 and three bidders responded. Only two bidders were deemed responsive to the City's specifications. Staff has reviewed the bids, and the responsive low bidder was Beard Equipment Co for \$16,270.72.

This Equipment was budged for the FY 17/18. This purchase, if approved, will be ordered to be delivered within 60 days.

Attached is a copy of the bid tabulation.

CONSENT
AGENDA ITEM #

2

RESOLUTION 18-59

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF ONE FLEX-WING ROTARY CUTTER (BATWING) AND ASSOCIATED EQUIPMENT, FROM BEARD EQUIPMENT COMPANY IN THE AMOUNT NOT TO EXCEED \$16,270.72; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Beard Equipment Company, relating to the purchase of a Flex-Wing Rotary Cutter (Batwing) and associated equipment for the Street Department, in the basic amount of Sixteen Thousand, Two Hundred Seventy Dollars and Seventy-Two Cents (\$16,270.72), on substantially the terms and conditions of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-59
CONSENT
AGENDA ITEM # _____

2

FLEX WING ROTARY CUTTER (BATWING)

January 25, 2018 3:00 P.M.

BIDDER	ADDRESS	LUMP SUM TOTAL	COMMENTS
Sowell Tractor Company, Inc.	2841 Highway 77 North Panama City, Florida 32405	\$14,500.00	Req. Min. Spec. Not Met Deck Thickness: 0.1875" (0.2656" req) Cutting Capacity 2" dia. Brush (3" req)
Beard Equipment Co.	4625 Highway 231 North Panama City, Florida 32402	\$16,270.72	Req. Min. Spec. Met
Construction Sales	675 W. James Leff Boulevard Crestview, Florida 32536	\$17,565.00	Req. Min. Spec. Met

CONSENT
AGENDA ITEM # 2

SECTION 00030

BID PROPOSAL FORM

This proposal of BEARD Equipment (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as Beard Equipment Co. (a corporation, a partnership or an individual), whose Florida business license number is 119798 is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to supply the equipment specified for the Panama City Beach - Flex-Wing Rotary Cutter (Batwing) in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BASE BID

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit prices listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no money will be allowed for extra work. Payment in full will be made to the supplier within 30 days of delivery and acceptance. The Bidder further proposes and agrees hereby to supply, and deliver, all specified equipment within 60 consecutive days from issuance of City Purchase Order.

ADDENDUM ACKNOWLEDGMENT:

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

ADDENDUM NO. _____ ADDENDUM NO. _____

LUMP SUM BID PRICE:

Unit price for furnishing **one (1) FLEX-WING ROTARY CUTTER (BATWING)** in accordance with the contract Specifications as listed below:

<u>Description</u>	<u>Quantity</u>	<u>Bid Price</u>	<u>*Delivery Time</u>
Flex-Wing Rotary Cutter (Batwing)	1	16,270.72	60 days

*Delivery time is for number of calendar days after receipt of purchase order.

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. BIDS shall be the total compensation to be paid by OWNER for the specified equipment.
3. The OWNER reserves the right to reject any and all bids received.

BIDDER'S CERTIFICATION

BIDDER certifies that it has thoroughly familiarized itself with the CONTRACT DOCUMENTS. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide fully operational and working equipment in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that the OWNER shall not provide any labor, equipment or materials of any kind, which may be required for the supply and delivery of the equipment, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to supply the equipment in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

BIDDER:

Johnny Stone Sales

Name & Title (please print or type)

Johnny Stone

Signature

BEARS Equipment Co.

Business Name

4625 Hwy 231 N

Address

119798

Business License #

850-769-4844

Phone Number

1-22-2018

Date

[END OF SECTION 00030]

JOHN DEERE HX15

CAPACITY

Cutting width	4,572 mm 180 in.
Cutting height	For clearance over terraces 25 to 406 mm 1 to 16 in.
Cutting capacity (diameter)	76.2 mm 3 in.
Cutting chamber depth	267 mm 10.5 in.

TRACTOR COMPATIBILITY

Tractor PTO HP range	41 kW 55 hp
Tractor PTO	540 or 1,000 rpm
Static Vert Drawbar Load Rating	890 kg 1,960 lb

HITCH

Type	Pull-type, with standard self-leveling hitch clevis (Pull-Type has standard 10,000 lb, 4,536 kg, Safety Tow Chain)
Hitch width	For tight turn capability 572 mm 22.5 in.
Jackstand	Hydraulically operated; stays vertical while raising/lowering (optional manual jackstand kit available)

DIMENSIONS

Transport width	At wing wheels 2,800 mm 110 in.
Overall width	4,726 mm 183 in.
Overall length	4,932 mm 194 in.
Deck shape	Easy-clean, dome-shaped top deck
Deck type	Double-decker design; superior strength

Deck thickness	—
Upper	3 (11) mm .118 (11) in.
Lower	3.5 (10) mm .138 (10) in.
Shirt thickness	6 mm 0.25 in.
Hinges	Intermittent cast steel segments - greaseable; single 1-in. (2.5-cm) diameter full-length hinge pin
Approx. weight	2,386 kg 5,250 lb

DRIVELINES

Size	—
Main	CV ASAE Category 5 tubular telescoping star profiles
Connecting	ASAE Category 4 tubular telescoping star profiles
Protection	—
Main	No-seize, slip-clutch driveline
Connecting	No-seize, slip-clutch driveline

GEARCASES

Number	4
HP rating	—
Transfer	186 continuous / 224 peak kW 250 continuous / 300 peak hp
Center	112 continuous / 153 peak kW 150 continuous / 205 peak hp
Outer	112 continuous / 153 peak kW 150 continuous / 205 peak hp

BLADES

Thickness	Single suction 13 mm 0.5 in. Dual suction-upper 13 mm Dual suction-lower 13 mm
Width	Single suction 102 mm 4 in. Dual suction-upper 76.2 mm 3 in. Dual suction lower 102 mm
Type	Single suction, dual suction
Overlap	152 mm 6 in.
Blade rotation	CW, CCW, CCW
Blade tip speed	—
540 RPM	Wing 4,751 (285 km/h) m/min 15,586 (177 mph) fpm Center 4,794 (288 km/h) m/min 15,728 (179 mph) fpm
1000 RPM	Wing 4,827 (290 km/hr) m/min 15,837 (180 mph) fpm Center 4,650 (278 km/h) m/min 15,256 (173 mph) fpm
Material flow system	Smooth, obstruction-free Max Flow cutting chamber for a clean cut and no windrows
Blade holder	—
Type	Bar-type (Dual suction) or round stump jumper (Single suction) for protection of blades and carrier against obstruction damage

HYDRAULICS

Wing lift	Standard, includes spring-assist unfolding
Wing flex	90 up, 22 down degree (angle)

WHEELS

Type	—
Option 1	4-bolt 21x5.25x9.0 Laminated Tires
Option 2	4-bolt 21x7x12 16 PR Severe-Duty Ag Tires
Suspension	Spring suspension (4x8-in.; 10x20-cm coil spring) on all 4 wheels standard
Row width adjustment	Yes
Wing-leveling adjustment	Easy-adjust turnbuckle with bearing

SHIELDING

Front	Chain
Rear	Chain

WARRANTY

Gearboxes	5 years
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JOHN DEERE

Quote Summary

Prepared For:

City Of Panama City Beach
110 S Highway 79
Panama City Beach, FL 32413
Business: 850-233-5100

Prepared By:

Johnny Stone
Beard Equipment Company
4625 Highway 231 North
Panama City, FL 32404
Phone: 850-769-4844
jstone@beardequipment.com

Quote Id: 16689058
Created On: 22 January 2018
Last Modified On: 22 January 2018
Expiration Date: 22 February 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE HX15 Flex-Wing Rotary Cutter - 540 RPM- Stump Jumpers - Single Suction Blades - 6 Wheels	\$ 21,882.70	\$ 16,270.72 X	1 =	\$ 16,270.72
Equipment Total				\$ 16,270.72

Quote Summary	
Equipment Total	\$ 16,270.72
SubTotal	\$ 16,270.72
Est. Service Agreement Tax	\$ 0.00
Total	\$ 16,270.72
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 16,270.72

Salesperson : X _____

Accepted By : X _____

Confidential

CONSENT
CONSENT ITEM #

3



JOHN DEERE

Selling Equipment

Quote Id: 16689058

Customer: CITY OF PANAMA CITY BEACH

JOHN DEERE HX15 Flex-Wing Rotary Cutter - 540 RPM- Stump Jumpers - Single Suction Blades - 6 Wheels				
Hours:				Suggested List
Stock Number:				\$ 21,882.70
				Selling Price
				\$ 16,270.72
Code	Description	Qty	Unit	Extended
227EP	HX15 Flex-Wing Rotary Cutter - 540 RPM- Stump Jumpers - Single Suction Blades - 6 Wheels	1	\$ 20,984.00	\$ 20,984.00
Standard Options - Per Unit				
0202	United States	1	\$ 0.00	\$ 0.00
1210	21" x 7" x 12" 16 PR Severe Duty Ag Tires	1	\$ 421.00	\$ 421.00
1600	Front Safety Shield - Chain	1	\$ 0.00	\$ 0.00
1700	Rear Safety Shield - Chain	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 421.00
Other Charges				
	Freight	1	\$ 477.70	\$ 477.70
Other Charges Total				\$ 477.70
Suggested Price				\$ 21,882.70
Customer Discounts				
Customer Discounts Total			\$ -5,611.98	\$ -5,611.98
Total Selling Price				\$ 16,270.72

Confidential

CONSENT
AGENDA ITEM #

3

REGULAR ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department

2. MEETING DATE:

February 8, 2018

3. REQUESTED MOTION/ACTION:

Conduct a public hearing and 2nd reading of the proposed ordinance that clarifies modifications proposed as part of Large Site Development applications are to be reviewed based upon the public benefit offered and not as a hardship variance.

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Section 10.02.05.G and H of the Land Development Code contemplates modifications to Large Site Development Plans and bases that review upon the public benefit proposed by the applicant. These deviations are not to be reviewed as hardship variances using the criteria of Chapter 9. Section 7.02.03.Q of the Land Development Code establishes the procedures for review of development within FBO districts. This section does not refer to Section 10.02.05.G and H causes an inconsistency in the code. The proposed changes will make these two sections consistent and maintain that modifications proposed in a Large Site Development Plan application are to be reviewed based upon the public benefit offered rather than as a hardship variance as was intended when the code was first written.

The Planning Board recommended approval (7-0) of the proposed changes at their November 13, 2017 meeting. The Council considered first reading of the Ordinance on January 11, 2018. Notice of the public hearing was advertised on January 23, 2018.

Staff recommends approval.

ORDINANCE NO. 1443

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO LARGE SITE DEVELOPMENT APPLICATIONS; PROVIDING THAT AUTHORIZED MODIFICATIONS FROM FBO REQUIREMENTS MAY BE CONSIDERED BY THE PLANNING BOARD IN CONJUNCTION WITH A LARGE SITE DEVELOPMENT APPLICATION; INCLUDING LARGE SITE DEVELOPMENT FINAL DEVELOPMENT PLANS TO CATEGORY OF APPLICATIONS SUBJECT TO TYPE I REVIEW AND CONFORMING SECTIONS 10.06.00 TO BE CONSISTENT THEREWITH; DELETING VARIANCES TO FBO DISTRICT REQUIREMENTS; CLARIFYING THE CRITERIA BY WHICH THE PLANNING BOARD SHALL CONSIDER THE VARIOUS TYPE V APPLICATIONS; CLARIFYING THE EFFECT OF MASTER PLAN DENIAL ON THE VARIOUS TYPE V APPLICATIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 7.02.03Q of the Land Development Code of the City of Panama City Beach related to FBO District Development Procedures, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

7.02.03 Front Beach Overlay

Q. FBO District Development Procedures

1. Approvals Required. (see Table 7.02.03.M)
 - (a) Applications for **Development** approval within the FBO districts are processed in accordance with Chapter 10 of the **LDC**, except as modified by this subsection.
 - (b) A Large Site Development (see section 7.02.03P) requires approval of a Master Plan that follows the Type V (Master Plan) review procedures established in Chapter 10.
 - (c) A **Plat** cannot be approved by the City Council until the Master Plan has been approved by the Planning Board through the Type V approval process. All **Plats** shall be consistent with the Master Plan.
 - (d) All other **Development** requires Type 1 approval.

Table 7.02.03.M: Summary of Approval Requirements

Development Category	I	II	V	VI
	Type Process	Type Process	Type Process	Type Process
Large Site Development or Conditional Use, no Subdivision	✓		✓	
Large Site Development or Conditional Use, with Subdivision	✓	✓	✓	
All other Uses or Development	✓			
Variance requests				✓

2. Concept Plan. This section does not require detailed engineering or **Site Plan** drawings as a prerequisite to approval required by the Planning Board. An applicant may provide a concept plan showing the general types and locations of proposed **Development** and **Street** layouts (such as a bubble plan) before submitting a formal Type I, II or V application. The **Building** and Planning Department and the Engineering Department may submit informal comments on the Concept Plan. However, any comments relating to the Concept Plan are for the applicant's convenience and do not have any binding effect on subsequent approvals.

3. Master Plan. Master Plan approval is subject to section 10.10.00 of the **LDC**, except as provided below:
 - (a) The provisions of section 10.10.01E and section 10.10.02C.2 do not apply to the approval of a Master Plan in the FBO Districts and alternative procedures and standards are provided below.
 - (b) A property owner has the burden of proof to demonstrate that the Master Plan complies with the FBO district standards.
 - (c) In lieu of section 10.10.02C.2 the applicant shall demonstrate:
 - (1) For a Large Site **Development**, that the proposed **Development** conforms to the standards established in section 7.02.03 in addition to all applicable requirements of this subsection; or
 - (2) For a **Conditional Use** other than a Large Site **Development**, that the proposed **Development** conforms to all applicable requirements of this subsection and the conditions established in section 5.06.00
4. Changes to Master Plans. Changes to master plans may be authorized subject to the provisions of section 10.15.00.
5. Final Development Plan. After final approval of a Master Plan, the applicant shall submit a final development plan for Type I Review (see section 10.06.00). An approved final development plan is required before issuance of a **Building Permit**.
(Ord. #1254, 11/14/13)
6. Modification of FBO Standards
 - (a) Intent. The **City** desires to maintain the design integrity and functionality of the FBO district, while providing flexibility and the ability to provide quality **Development** on the relatively small **Lots** that characterize the Front Beach Road corridor.
 - (b) Categories of Standards. Table 7.02.03.N establishes three (3) categories of standards:
 - (1) **Not Modifiable**. Those regulations that cannot be modified or varied are considered essential to the concept of reducing the number and length of automobile trips and to achieve the purposes of the FBO districts.

- (2) **Administrative Modifications.** Those regulations that can be modified by: (1) the **Building** and Planning Department if only a Type I approval is required or (2) by the agency with final approval authority if a Class II or Class V approval is required. The approving agency can modify any standard listed as subject to an administrative modification in Table 7.02.03.N by up to 10%, subject to the standards set out below. Any modification that exceeds this threshold requires a **Variance**. In order for an application for an administrative modification to be approved or approved with conditions, the approving agency must make a positive finding, based on the evidence submitted, for each of the following:
- i. The modification is needed due to the physical shape, configuration or topographical condition of the **Lot** and
 - ii. The modification is compatible with adjacent and nearby **Development** that conforms to the FBO district standards and
 - iii. The modification will not alter the essential character of the district or have a detrimental effect on the community health, safety or welfare.
- (3) Those that can only be varied by the Planning Board through a Type VI process (see section 10.11.00).
- i. The applicant must demonstrate that the requested **Variance** meets the standards established in section 9.03.03 and must proffer an alternative condition that meets the purpose and intent of the FBO standards to the extent possible.
 - ii. If a standard is listed in Table 7.02.03.N, below as not modifiable or subject to an administrative modification, the standard is not subject to a **Variance**.
 - iii. **For Large Site Developments subject to Section 7.02.03P, modifications authorized through ministerial or variance procedures by Table 7.02.03N shall be considered and may be granted in conjunction with the Type V consideration of a Master Plan in accordance with sections 10.02.05.G and 10.04.06.**

Table 7.02.03.N: Standards

Standard	Reference (subsection of 7.02.03)	Not Modifiable	Ministerial Modification	Variance
Front Yards	G		✓	
Minimum Parking Requirements.	I		✓	
Shared Parking.	I	✓		
Parking Location	I			✓
Parking Lot Landscaping.	I		✓	
Parking Lot Design	I		✓	
Parking Mitigation	I	✓		
Parking Structure Location	K	✓		
Parking Structure Building Fronts	K	✓		
Parking Structure Building Materials	K	✓		
Parking Structures - Other Design Requirements	K			✓
Location of Frontage Types	F			✓
Front Setbacks (minimum)	F			✓
Front Setbacks (maximum)	F			✓
Side Setbacks (minimum)	F		✓	
Side Setbacks (maximum)	F			✓
Rear Setbacks (minimum)	F		✓	
Rear Setbacks (maximum)	F		✓	
Gallery Setback (maximum)	F		✓	
Build-to ratio (80% Building Facade shall be located at the front setback line for first 4 Stories)	F		✓	
Tower Rooms	F		✓	
Height in feet (maximum) and Building Stepbacks	H			✓
Podium Design	H		✓	
Driveways / Garages	J			✓
Building Materials	N			✓
Modulation	N		✓	
Mechanical Unit Locations / Design	N		✓	
Porches / Balconies	N			✓
Drop-offs	L		✓	

(Ord. # 1340, 4/9/15)

SECTION 2. From and after the effective date of this ordinance, Section 10.04.06 of the Land Development Code of the City of Panama City Beach related to Type V Applications, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

10.04.00 CLASSIFICATION OF APPLICATIONS

10.04.01 Generally

There are six (6) different categories of applications: Type I, Type II, Type III, Type IV, Type V or Type VI. An application will be reviewed based upon the category to which it is assigned by the Building and Planning Department in accordance with sections 0-07.

10.04.02 Applications Subject to Type I Review – Notice of Intent Proceedings

The following applications shall be processed pursuant to the Type I procedures:

- A. A *Site Plan* approval;
- B. A *Land Clearing Permit* or a *Tree Removal Permit*;
- C. Administrative approval of a preliminary *Subdivision Plat* to confirm compliance of the subject lands, lots, *Streets* and other features with the substantive requirements of this LDC;
- D. A planned unit development *Final Development Plan*;
- E. A traditional neighborhood overlay district *Final Development Plan*;
- F. **A Front Beach Overlay district Large Site Development Final Development Plan**;
- G. ~~F.~~ Approval of a *Lot Split*;
- H. ~~G.~~ Approval of a Request for Expansion, Enlargement or Modification of a *Non-Conforming Development or Use*; and
- I. ~~H.~~ Approval of any local development order not classified elsewhere in this LDC.

(Ord. # 1253, 12-13-12; Ord. #1254, 11/14/13; Ord. # 1304, 3/27/14)

10.04.03 Applications Subject to Type II Review – Quasi-Judicial Proceedings

The following application, which pertains to quasi-judicial decisions, which are required to be made by the City Council, shall be processed pursuant to the Type II procedures:

- A. Statutorily required approval of final **Subdivision Plats** for compliance as to form with state law and review for compliance with additional requirements, if any, imposed by this LDC on the form of **Subdivision Plats**;
- B. A Zoning or **Rezoning** which does not involve one or more **Lots** of land that in the aggregate are so large as to affect the community as a whole and accordingly constitute a legislative and not a quasi-judicial action;
- C. Conditional **Uses** involving any **Parcel** or combination of contiguous **Parcels** encompassing more than three (3) acres of land (a large conditional **Use**); and
- D. City Council rehearing of decisions of the Planning Board pursuant to section 10.17.00.

(Ord. # 1304, 3/27/14)

10.04.04 Applications Subject to Type III Review – Legislative Proceedings

The following applications, which all pertain to legislative decisions, shall be processed pursuant to the Type III procedures:

- A. A Zoning or **Rezoning** which involves one or more **Parcels** of land that, in the aggregate, are so large as to affect the community as a whole and accordingly does not constitute a quasi-judicial action;
- B. Any annexation; and
- C. Comprehensive Plan Amendment

(Ord. #1254, 11/14/13; Ord. # 1271, 4-25-13; Ord. # 1304, 3/27/14)

10.04.05 Applications Subject to Type IV Review - Telecommunications Proceedings

The following applications shall be processed pursuant to the Type IV procedures:

- A. Telecommunications Tower or Antenna;
- B. Reserved

10.04.06 Applications Subject to Type V Review – Planning Board Proceedings

The following applications shall be processed pursuant to the Type V procedures:

- A. Planned unit development Master Plan;
- B. Traditional Neighborhood Overlay Development Master Plan (**TNOD**);
- C. Large ~~S~~ite ~~D~~evelopment (see subject to section 7.02.03P);
- ~~D. Variances to the FBO district requirements;~~
- D-E. Conditional **Uses** involving any **Parcel** or combination of contiguous **Parcels** encompassing three (3) or less acres of land (small conditional **Uses**);
- E-F. Application to expand, enlarge or modify Non-Conforming Development or Uses pursuant to section 9.02.02.

(Ord. # 1271, 4-25-13; Ord. # 1304, 3/27/14; Ord. #1410, 4-13-17)

10.04.07 Applications Subject to Type VI Review

The following applications shall be processed pursuant to the Type VI procedures.

- A. **Variances** before the Planning Board;
- B. Appeal of a termination of a restricted or conditional **Variance**;
- C. An Administrative Appeal to the Planning Board is not a Type VI proceeding.

SECTION 3. From and after the effective date of this ordinance, Section

10.06.00 of the Land Development Code of the City of Panama City Beach related to

Type I Applications, is amended to read as follows (new text **bold and underlined**,

deleted text ~~struck through~~):

10.06.01 Generally

The procedures set forth in this section, are applicable to all applications subject to Type I review, which are listed in section 10.04.02.

10.06.02 Procedures After Completeness Determination

A. When the **Building** and Planning Department and the Engineering Department determine that the application is consistent with the requirements of the Comprehensive Plan and the **LDC**, the **Building** and Planning Department shall issue a Notice of Intent to issue a **Local Development Order, Large Site Development, PUD or TNOD Final Development Plan** approval or preliminary **Plat** approval. The Notice of Intent shall contain the following information:

1. The information required in section 10.03.01;
2. A statement notifying affected parties of their right to file a written request for a public hearing before the Planning Board;
3. The requirements for such a written request; and
4. The deadline for filing such a written request.

B. As soon as practicable after issuance, the Notice of Intent shall be **mailed** to the applicant and noticed by **Publication**.

C. An **Adversely Affected Person** may file a written request for a hearing with the **Building** and Planning Department within five (5) days of **Publication** of the Notice of Intent. The written request for a hearing shall identify the specific sections of the Comprehensive Plan and/or the **LDC** that the application violates and describe how such sections are not met. Amendments to the written request for a hearing may be made no less than ten (10) days prior to the Planning Board's public hearing on the application.

(Ord. # 1328, 2/12/15)

D. If a written request for a hearing has not been filed within five (5) days of **Publication** of the Notice of Intent, the **Building** and Planning Department shall issue the **Local Development Order, Large Site Development, PUD or TNOD Final Development Plan** approval or **Building Permit** for which application was made.

E. If a written request for a hearing has been filed within five (5) days of **Publication** of the Notice of Intent, the **Building** and Planning Department shall schedule a quasi-judicial hearing on the application before the Planning Board.

F. In the event the **Building** and Planning Department or the Engineering Department determine that the application is complete but that the proposed action fails to comply with the requirements of the Comprehensive Plan and the **LDC**, the **Building** and Planning Department shall issue a notice of intent to deny the application which shall be subject to the notice and appeal procedures provided in this section, except that if a request for a hearing is not timely and properly made by an **Adversely Affected Person**, the application for the **Local Development Order, Large Site Development, PUD or TNOD Final Development Plan** approval or **Building Permit** shall be deemed denied upon expiration of

the time for requesting a hearing without the necessity of further action by the **Building** and Planning Department.

(Ord. #1254, 11/14/13)

10.06.03 Procedural Requirements Regarding a Request for Hearing to Address a Notice of Intent

A. The **Building** and Planning Department and the Engineering Department shall prepare a written report to the Planning Board setting forth the Department's analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board's public hearing on the application.

(Ord. #1254, 11/14/13)

10.06.03 Procedural Requirements Regarding a Request for Hearing to Address a Notice of Intent

A. The **Building** and Planning Department and the Engineering Department shall prepare a written report to the Planning Board setting forth the Department's analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board's public hearing on the application.

(Ord. #1254, 11/14/13)

B. The hearing shall be conducted under the procedures for Administrative Appeals and City Council rehearings specified in sections 10.16.00 and 10.17.00.

SECTION 4. From and after the effective date of this ordinance, Section

10.10.00 of the Land Development Code of the City of Panama City Beach related to

Type V Applications—Planning Board Proceedings, is amended to read as follows

(new text **bold and underlined**, deleted text ~~struck through~~):

10.10.00 TYPE V PROCEDURES – PLANNING BOARD PROCEEDINGS

10.10.01 Generally

A. The procedures set forth in this section are applicable to all applications subject to Type V review, which are listed in section 10.04.06.

B. Notice of the Planning Board quasi-judicial hearings shall be provided by **Neighborhood Notice** (300 feet), **Posting** and **Publication**, except that Neighborhood Notice shall not be required for applications to expand, enlarge or modify Non-Conforming Development or Uses pursuant to Section 9.02.02.

C. All quasi-judicial hearings shall be conducted pursuant to the requirements of section 10.13.00.

D. A property owner has no legal right for approval of a Master Plan. Rather, the **City** shall approve a ~~PUD~~ Master Plan only when it has determined that the applicant has demonstrated, to the satisfaction of the **City**, that the **FBO district Large Site Development Master Plan, the PUD Master Plan or the TNOD Master Plan** provides a sufficient public benefit to justify allowing the property owner to deviate from otherwise applicable minimum requirements of the **LDC**.

E. For approval of a **TNOD** Master Plan, the Planning Board shall follow the requirements of Section 7.02.02.

F. For approval of a PUD Master Plan, the Planning Board shall follow the requirements of section 4.02.05.

G. For approval of a FBO district Large Site Development Master Plan, the Planning Board shall follow the requirements of section 7.02.03.

(Ord. #1254, 11/14/13; Ord. # 1304, 3/27/14; Ord# 1410, 4/13/17)

10.10.02 Procedures After Completeness Determination

A. Within thirty (30) days of the **Building** and Planning Department's determination that the application is complete, the Department shall schedule a public hearing on the application before the Planning Board.

B. The **Building** and Planning Department shall prepare a written report to the Planning Board regarding the Department's analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board's public hearing on the application.

C. The Planning Board shall conduct a quasi-judicial hearing on the application and determine whether the following conditions (among others it deems appropriate) are met by the applicant:

1. **For all Type V applications,** ~~That~~ the **Development** is planned under unified ownership and control rather than as an aggregation of individual and unrelated **Buildings** and **Uses**;
2. **For FBO district Large Site Development, PUD or TNOD Master Plans,** ~~That~~ the applicant has met the intent of the applicable sections addressing ~~PUD or TNOD~~;
3. **For all Type V applications,** ~~That~~ the applicant is providing sufficient public benefit to allow the applicant to deviate from the regulations applicable within the underlying zoning district generally; and
4. **For Conditional use applications,** ~~That~~ the applicant meets the Conditional use criteria set forth in Section 5.06.00; **and**

5. For applications to expand, enlarge or modify Non-Conforming Development the application meets the criteria set forth in section 9.02.02.

(Ord. #1254, 11/14/13 Ord. #1367, 11/12/15)

D. At the conclusion of the quasi-judicial hearing or within thirty (30) days thereafter, the Planning Board's decision shall be reduced to a proposed, written order containing conclusions of applicable law, findings of relevant fact and signed by the chairman or vice-chairman and attested by the Board's secretary.

E. Notice of the proposed order shall be mailed to the applicant and any person who shall have requested a copy during or at the conclusion of the public hearing. A sign-up sheet for such notice requests shall be provided and announced at the public hearing. Such notice shall include a copy of the proposed order, a description of the persons entitled to appeal and a statement of the appeal procedures set forth in this section.

F. Within ten (10) days after mailing the notice of proposed order, the **City**, the applicant or an **Adversely Affected Person** who appeared at the hearing shall be entitled to file with the secretary of the Planning Board a written request for a rehearing before the City Council. The written request for a rehearing shall set forth the specific grounds for such request. Any amendments to the written request for a rehearing may be made no less than ten (10) days prior to the City Council's public hearing on the application.

(Ord. # 1328, 2/12/15)

G. If no such request is timely filed, the Planning Board's proposed order shall become final and the City Council shall have no jurisdiction in the matter.

H. If such a request is timely filed, the Planning Board's proposed order shall be superseded by the City Council's final action on the request pursuant to section 10.17.00.

10.10.03 Revisions to Master Plan

Any revisions to an approved Master Plan shall be submitted to the Planning Board for approval with the same procedures and formality as approval of the original Master Plan **except at authorized by section 10.15.00 for non-substantial deviations.**

(Ord. # 1271, 4-25-13)

10.10.04 Progress Report to Planning Board

Upon Master Plan approval, the applicant shall submit a Progress Report to the Planning Board no later than the dates as stated in the Master Plan. The Progress Report shall give a summary of the **Development** of the to date including number of **Dwelling Units**, square footage of non- **Residential Development**, protection of natural resources, unanticipated events that have taken place and other benchmarks that measure progress in completing the approved Master Plan.

10.10.05 Invalidation of Master Plan

A. Failure to complete a benchmark by the time specified in the Master Plan timeline shall, upon notice and hearing, result in the invalidation of the Master Plan and Final *Development* Plan by written order of the Planning Board.

B. Upon invalidation of the Master Plan, all land *Development* regulations applicable to the ~~underlying zoning district in the case of a TNOD, the prior zoning in the case of a PUD or other regulations~~ in effect prior to the approval of the Master Plan, as applicable shall apply to the property which was the subject of the Master Plan.

C. Property subject to an invalidated TNOD Master Plan shall be subject to underlying zoning district regulations.

D. Property subject to an invalidated PUD Master Plan shall be subject to the regulations for the zoning district in effect prior to approval of the PUD zoning.

E. Property subject to an invalidated FBO district Master Plan shall be subject to the applicable FBO district regulations.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 6. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and 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 7. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the
City Council of the City of Panama City Beach, Florida, this ____ day of
_____, 20__.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of
_____, 20__.

MAYOR

Published in the _____ on the ____ day of _____, 201__.

Posted on pcbgov.com on the ____ day of _____, 201__.

REGULAR ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration- Mario Gisbert

2. MEETING DATE:

February 8, 2018

3. REQUESTED MOTION/ACTION:

Conduct a Public Hearing and Second Reading of the proposed Ordinance 1445 updating the Police Officers' Retirement Plan regarding the Normal Retirement Age and Date.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Recently, the Police Officers' Retirement Plan was amended by Ordinance 1419 (adopted 10/12/17) to allow retirement after twenty-five (25) years of Credited Service, regardless of age, and include a one hundred fifty dollar (\$150.00) supplemental benefit which is funded with state premium tax rebate funds at no cost to the City.

Proposed Ordinance 1445 is necessary to update Section 1 (1) pertaining to the Normal Retirement Age and Date to correspond to the aforementioned Ordinance 1419.

This is the Second Reading of the Ordinance. The City Council considered the First Reading of this Ordinance on December 14, 2017. Notice of the Public Hearing was advertised and the Police Officers' Board of Trustees recommended adoption.

AGENDA ITEM #

2

ORDINANCE NO. 1445

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH FURTHER AMENDING THE CITY OF PANAMA CITY BEACH POLICE OFFICERS' RETIREMENT PLAN, ADOPTED PURSUANT TO ORDINANCE NO. 1159, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: That the City of Panama City Beach Police Officers' Retirement Plan, adopted by ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 6, Benefit Amounts and Eligibility, subsection 1., Normal Retirement Date, to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

1. Normal Retirement Age and Date.

~~A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty (50) and the completion of twenty (20) years of Credited Service, or, the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.~~

A Member's normal retirement age is the earlier of the attainment of age fifty (50) and the completion of twenty (20) years of Credited Service, the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service, or the completion of twenty-five (25) years of Credited Service, regardless of age. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

* * *

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MIKE THOMAS, MAYOR

Ordinance 1445 2
AGENDA ITEM # _____

ATTEST:

JO SMITH, CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MIKE THOMAS, MAYOR

Published in the _____ on the ____ day of _____, 2018

Posted on pcbgov.com on the ____ day of _____, 2018.

ORDINANCE NO. 1419

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH FURTHER AMENDING THE CITY OF PANAMA CITY BEACH POLICE OFFICERS' RETIREMENT PLAN, ADOPTED PURSUANT TO ORDINANCE NO. 1159, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: That the City of Panama City Beach Police Officers' Retirement Plan, adopted by ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 6. Benefit Amounts and Eligibility, subsection 1.. Normal Retirement Date and adding subsection 6. Supplemental Benefit, to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

1. Normal Retirement Age and Date.

A Member's normal retirement age is the earlier of the attainment of age fifty (50) and the completion of twenty (20) years of Credited Service. ~~or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service.~~ **or the completion of twenty-five (25) years of Credited Service, regardless of age.** Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

* * *

6. Supplemental Benefit.

In addition to the benefits provided for above, all normal and early retirees (not disability retirees or terminated vested persons), retiring on or after the effective date of the ordinance adopting this subsection 6, shall receive an additional supplemental monthly benefit of one hundred fifty dollars (\$150.00) per month payable for the life of the retiree.

In the event that the total state premium tax rebate in any fiscal year is reduced below \$137,096.00, the supplemental benefit for the following year shall be reduced proportionally to reflect the reduction in the state premium tax rebate below the

stated amount. In any fiscal year in which the state premium tax rebate is \$137,096.00 or higher, the above supplemental benefit shall not be adjusted for the following fiscal year.

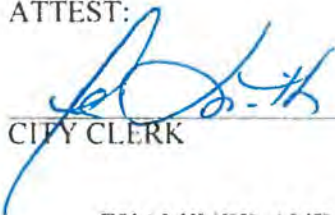
SECTION 2: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 12th day of October, 2017.


MIKE THOMAS, MAYOR

ATTEST:


CITY CLERK

EXAMINED AND APPROVED by me this 12th day of October, 2017.


MIKE THOMAS, MAYOR

Published in the PC News Herald on the 21st day of September 2017

Posted on pcbgov.com on the 14th day of October 2017.



City of Panama City Beach Police Officers' Pension Plan

Actuarial Impact Statement as of October 1, 2015

Amends the plan to allow for a 25 and out normal retirement and add a \$150/month supplemental benefit.



Ms. Holly J. White
Assistant to City Manager for Finance
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32407

Re: Panama City Beach Police Officers' Pension Plan

Dear Ms. White:

In accordance with the City's request, we are pleased to present this report on the actuarial funding impact of a proposed change to the Pension Plan. The proposed change would introduce a "25 and out" normal retirement provision as well as add a \$150/month supplemental benefit for those who retire from active status. This change would be paid for by using excess Premium Tax Rebates. The change would be effective October 1, 2017, and would apply only for members who are actively employed on or after that date. That this proposed change is funded by rebates is demonstrated by the fact that the State Minimum Required Contribution remains relatively unchanged.

This actuarial impact study was performed as of October 1, 2015, using the same actuarial basis as the actuarial valuation as of that date. The cost estimates provided in this report were developed as if the proposed plan change were effective for the plan/fiscal year beginning October 1, 2015. The presumption is that the relative impact will be the same if the plan change in fact does not apply until the 2016-2017 fiscal year.

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

STATEMENT BY ENROLLED ACTUARY

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

Respectfully submitted,

06/18/2017

Stephen Lambert-Oswald, F.S.A., E.A., M.A.A.A.
Enrollment No. 17-07225

Date

City of Panama City Beach Police Officers' Pension Plan

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**City of Panama City Beach
Police Officers' Pension Plan**

**Development of Normal Cost for
State Minimum Required Contribution**

October 1, 2015

	<u>Current</u>	<u>Proposed</u>
1. Number of Participants		
Active	56	56
Terminated with Vested Benefits	3	3
Retirees and Beneficiaries	<u>24</u>	<u>24</u>
Total	83	83
2. Participant's Compensation		
a. Below Normal Retirement Age	\$ 2,969,177	\$ 2,969,177
b. Beyond Normal Retirement Age	<u>-</u>	<u>-</u>
c. Total	\$ 2,969,177	\$ 2,969,177
3. Present Value of Benefits		
Active	\$ 13,427,491	\$ 13,800,735
Terminated with Vested Benefits	891,656	891,656
Retirees	9,572,240	9,572,240
Excess State Monies Reserve	<u>58,474</u>	<u>-</u>
Total	\$ 23,949,861	\$ 24,264,631
4. Unfunded Actuarial Accrued Liability	\$ 332,748	\$ 647,518
5. Actuarial Value of Assets	\$ 16,808,417	\$ 16,808,417
6. Past Excess Contributions	\$ 40,746	\$ 40,746
7. Present Value of Future Employee Contributions	\$ 2,478,410	\$ 2,478,410
8. Present Value of Future City Normal Costs = (3) - (4) - [(5) - (6)] - (7) *	\$ 4,371,032	\$ 4,371,032
9. Present Value of Future Compensation	\$ 24,697,974	\$ 24,697,974
10. Normal Cost Rate = (8) ÷ (9)	17.70%	17.70%
11. Normal Cost = (2a) x (10)	\$ 525,544	\$ 525,544

City of Panama City Beach Police Officers' Pension Plan

State Minimum Required Contribution

October 1, 2015

	Plan Year Ended	
	<u>Current</u>	<u>Proposed</u>
1. Normal Cost	\$ 525,544	\$ 525,544
2. Amortization of Actuarial Accrued Liability	\$ 55,360	\$ 102,016
3. Interest Adjustment on (1) and (2) for Quarterly Payment	\$ 22,789	\$ 24,619
4. Expenses		
Current Year Estimate Equal to Prior Year's Actual	\$ 67,958	\$ 67,958
Make-up for Shortfall in Prior Year's Estimate	<u>14,970</u>	<u>14,970</u>
Total	\$ 82,928	\$ 82,928
5. Estimated State Premium Tax Refund (Equal to Prior Year's Actual Refund and Excluding Excess Premium Tax Revenues That Have Not Been Used to Provide Additional Benefits)	\$ 93,639	\$ 140,295
6. Past Excess Contributions plus Interest Adjusted for Quarterly Payment	\$ 42,344	\$ 42,344
7. Minimum Required Contribution by City for Fiscal Year = (1) + (2) + (3) + (4) – (5) – (6)	\$ 550,638	\$ 552,468
8. Percent of Participants' Compensation Below Normal Retirement Age*	18.55%	18.61%

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

**City of Panama City Beach
Police Officers' Pension Plan**

Unfunded Frozen Initial and Supplemental Liabilities

October 1, 2015

	Initial Amount to be Amortized	Beginning Amortization Period	Original Amortization Period (Years)	Years Remaining	(BOY) Annual Amortization Amount	Unamortized Balance as of 10/1/2015
Initial Liability	\$ 369,135	10/1/1994	17	0	\$ -	\$ -
Benefit Improvement	407,851	10/1/1994	30	9	33,545	226,316
Plan/Assumption Change	265,236	10/1/1994	30	9	21,815	147,178
Add \$150/month Supplemental Plus 25 and out	314,770	10/1/2016	9	9	46,656	314,770
					\$ 102,016	
						1. Unamortized Balance as of 10/1/2015 \$ 688,264
						2. Past Excess Contributions <u>40,746</u>
						3. Remaining Unfunded Liabilities = (1) - (2) \$ 647,518

AGENDA ITEM #

2

**City of Panama City Beach
Police Officers' Pension Plan**

**Schedule Illustrating the Amortization of
Unfunded Liabilities Existing This Date**

October 1, 2015

October 1	Liability
2015	\$ 647,518
2016	589,142
2017	526,096
2018	458,007
2019	384,471
2020	305,052
2021	219,279
2022	126,644
2023	26,599
2024	-

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

Thus the remaining amortization period as of the October 1, 2015, valuation is 2024 less 2015, or 9 years.

**City of Panama City Beach
Police Officers' Pension Plan**

Past Excess Contributions (State Requirements)

October 1, 2015

	Plan Year Ended	
	<u>9/30/2014</u>	<u>9/30/2015</u>
Charges:		
Deficiency Brought Forward	\$ -	\$ -
Normal Cost	N/A	N/A
Expenses (Estimated and Make up)	N/A	N/A
Amortization of Frozen Initial and Supplemental Liabilities	N/A	N/A
Required City Contribution, per State* State (Estimated)	600,619	615,560
Interest	93,639	93,639
	<u>25,175</u>	<u>27,822</u>
Total Charges	\$ 719,433	\$ 737,021
Credits:		
Excess Contribution Brought Forward	\$ 2,883	\$ 62,506
City Contributions	646,023	589,810
State Contributions (Excluding Excess Premium Tax Revenues That Have Not Been Used to Provide Additional Benefits)	105,385	93,639
Interest	<u>27,648</u>	<u>31,812</u>
Total Credits	\$ 781,939	\$ 777,767
Balance:		
Excess Contribution Carried Forward	<u>\$ 62,506</u>	<u>\$ 40,746</u>
Deficiency Carried Forward	<u>\$ -</u>	<u>\$ -</u>

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

City of Panama City Beach Police Officers' Pension Plan

Market Value of Assets

October 1, 2015

	<u>10/1/2013</u>	<u>10/1/2015</u>
Assets:		
Cash	\$ 1,050,790.21	\$ 1,284,356.72
Certificates of Deposit	-	-
Government and Corporate Bond	4,540,069.65	4,380,901.23
Real Estate and Equity Funds	10,958,812.72	10,237,566.60
Due from City Funds	-	359,893.76
Due from State of Florida	-	117,869.72
Accrued Interest	-	-
Miscellaneous Receivable	-	21,583.68
	<hr/>	<hr/>
Total Assets	<u>\$ 16,549,672.58</u>	<u>\$ 16,402,171.71</u>
Liabilities and Fund Balance:		
Liabilities:		
Accounts Payable	\$ (9,941.51)	\$ (15,076.85)
Refunds or Benefits Payable	(549.64)	(390.27)
Due Other Funds	-	(42,498.14)
	<hr/>	<hr/>
Total Liabilities	<u>\$ (10,491.15)</u>	<u>\$ (57,965.26)</u>
Pension Fund Balance:	<u>\$ 16,539,181.43</u>	<u>\$ 16,344,206.45</u>

**City of Panama City Beach
Police Officers' Pension Plan**

Reconciliation of Assets (Market Value)

October 1, 2015

	Plan Year Ended	
	<u>9/30/2014</u>	<u>9/30/2015</u>
Revenues:		
City Contributions	646,022.66	589,810.48
Employee Contributions	307,896.30	325,235.28
State Contributions	111,256.94	117,869.72
Repayment of Contributions	-	-
Interest & Dividends	260,376.11	380,177.70
Unrealized/Realized Gains (Losses)	1,291,130.89	(613,462.95)
Commissions	-	-
	<hr/>	<hr/>
Total Revenues	\$ 2,616,682.90	\$ 799,630.23
Expenses:		
Pension Payments	670,793.07	826,245.48
Contribution Refunds	107,621.01	100,401.84
DROP Payments	210,819.03	-
Investment Expenses	34,355.55	47,486.59
Other Expenses	18,632.35	20,471.30
	<hr/>	<hr/>
Total Expenses	\$ 1,042,221.01	\$ 994,605.21
Net Income:	\$ 1,574,461.89	\$ (194,974.98)
Fund Balance, Beginning of Year:	14,964,719.53	\$ 16,539,181.42
Fund Balance, End of Year:	\$ 16,539,181.42	\$ 16,344,206.44

**City of Panama City Beach
Police Officers' Pension Plan**

Investment Gain/(Loss)

October 1, 2015

1. Date of Actuarial Value of Assets:	10/1/2015	10/1/2014	10/1/2013	10/1/2012
2. Market Value as of Prior Year (including receivable contributions)	\$ 16,539,181	\$ 14,964,720	\$ 12,948,979	\$ 10,896,205
3. Receivable Contribution included above	\$ -	\$ -	\$ -	\$ -
4. Market Value Excluding Receivable (2) - (3)	\$ 16,539,181	\$ 14,964,720	\$ 12,948,979	\$ 10,896,205
5. Employer, Employee & State Contributions (made for the year, i.e., excluding the receivable contribution, item (3), but including contributions made after the end of the year with no expected return thereon)	\$ 1,032,915	\$ 1,065,176	\$ 857,352	\$ 773,832
6. Benefit Distributions	\$ 926,647	\$ 989,233	\$ 607,431	\$ 699,279
7. Administrative Expenses	\$ 67,958	\$ 52,988	\$ 52,529	\$ 57,490
8. Expected Return %	8.00%	8.00%	8.00%	8.00%
a. Item (4) for 1 year	\$ 1,323,135	\$ 1,197,178	\$ 1,035,918	\$ 871,696
b. Item (3) for partial & (5) for 1/2 year	40,522	41,787	33,634	30,358
c. Item (6) for 1/2 year	(36,353)	(38,808)	(23,830)	(27,433)
d. Item (7) for 1/2 year	(2,666)	(2,079)	(2,061)	(2,255)
	<u>\$ 1,324,638</u>	<u>\$ 1,198,078</u>	<u>\$ 1,043,661</u>	<u>\$ 872,366</u>
9. Expected Market Value (2)+(5)-(6)-(7)+(8)	\$ 17,902,130	\$ 16,185,752	\$ 14,190,032	\$ 11,785,635
10. Actual Market Value this Year (including receivable contributions)	\$ 16,344,206	\$ 16,539,181	\$ 14,964,720	\$ 12,948,979
11. Investment Gain/(Loss) from Experience	\$ (1,557,923)	\$ 353,429	\$ 774,687	\$ 1,163,343

**City of Panama City Beach
Police Officers' Pension Plan**

Actuarial Value of Assets

October 1, 2015

5 -YEAR SMOOTHED MARKET VALUE WITHOUT PHASE-IN	10/1/2015
1. Market Value of Assets	\$ 16,344,206
2. Investment Gains/(Losses) for Four Prior Years	
a. Oct-14	\$ (1,557,923)
b. Oct-13	353,429
c. Oct-12	774,687
d. Oct-11	1,163,343
3. Unrecognized Investment Gains/(Losses)	
a. Oct-14 80% of (2)(a)	\$ (1,246,339)
b. Oct-13 60% of (2)(b)	212,057
c. Oct-12 40% of (2)(c)	309,875
d. Oct-11 20% of (2)(d)	<u>232,669</u>
e. Total: (a)+(b)+(c)+(d)	\$ (491,738)
4. Preliminary Actuarial Value of Assets = (1) - (3)(e)	\$ 16,835,944
5. Adjustment to be within 20% of market value	\$ -
6. Actuarial Value of Assets = (4) + (5)	\$ 16,835,944

**City of Panama City Beach
Police Officers' Pension Plan**

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

October 1, 2015

	<u>Actuarial Value Allocated in Proportion to Market Value</u>	<u>Market Value</u>
Reserve for DROP	\$ 27,527	\$ 26,723
Reserve for Other Retirement Benefits	<u>16,808,417</u>	<u>16,317,483</u>
Total Fund Balances	\$ 16,835,944	\$ 16,344,206

City of Panama City Beach Police Officers' Pension Plan

Funded Status – Accrued Benefits (ASC 960)

October 1, 2015

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

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

	<u>10/1/2014</u>	<u>10/1/2015</u>
NET ASSETS AVAILABLE FOR BENEFITS*	\$ 15,507,985	\$ 16,808,417
ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS		
Vested Benefits		
Participants Currently Receiving Payments	\$ 8,922,332	\$ 9,572,240
All Other Participants	5,112,446	5,612,051
TOTAL VESTED BENEFITS	\$ 14,034,778	\$ 15,184,291
Percent Funded	110%	111%
NONVESTED BENEFITS	1,044,455	844,322
EXCESS STATE MONIES RESERVE	16,625	58,474
TOTAL ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS	\$ 15,095,858	\$ 16,087,087
Percent Funded	103%	104%

* Actuarial Value of Assets

City of Panama City Beach Police Officers' Pension Plan

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

October 1, 2015

	<u>10/1/2014</u>	<u>10/1/2015</u>
ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS AS OF PRIOR VALUATION DATE	\$ 14,026,578	\$ 15,088,316
Increase (Decrease) During the Year Attributable to:		
Increase for Interest Due to the Decrease in the Discount Period	\$ 1,090,990	\$ 1,169,999
Benefits Paid	(778,414)	(926,647)
Benefits Accumulated, Turnover, Other Experience	749,162	755,419
Change in Actuarial Assumptions	-	-
Plan Amendment	-	-
Net Increase (Decrease)	\$ 1,061,738	\$ 998,771
ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS AS OF CURRENT VALUATION DATE	\$ 15,088,316	\$ 16,087,087

**City of Panama City Beach
Police Officers' Pension Plan**

State Required Exhibit

October 1, 2015

	<u>10/1/2014</u>	<u>10/1/2015</u>
A. <u>Member Data</u>		
1. Active Members	54	56
2. Retired Members and beneficiaries receiving benefits (including DROP)	20	24
3. Disabled Members receiving benefits	0	0
4. Terminated vested Members	6	3
5. Prior year active compensation	\$ 2,590,023	\$ 2,858,939
6. Annual benefits payable to retirees and beneficiaries (including DROP)	\$ 776,956	\$ 847,166
7. Annual benefits payable to disabled retirees	\$ -	\$ -
8. Annual benefits payable to terminated vested Members	\$ 131,144	\$ 93,594
B. <u>Assets</u>		
1. Actuarial value	\$ 15,507,985	\$ 16,808,417
2. Market value	16,539,181	16,317,483
C. <u>Liabilities</u>		
1. Actuarial present value of future expected benefit payments for active members		
a. Retirement benefits	\$ 9,990,011	\$ 11,703,095
b. Termination benefits	2,087,315	1,881,734
c. Death benefits	76,992	82,357
d. Disability benefits	121,477	133,549
e. Total	\$ 12,275,795	\$ 13,800,735
2. Actuarial present value of future expected benefit payments for terminated vested members	\$ 1,114,230	\$ 891,656
3. Actuarial present value of future expected benefit payments for members currently receiving benefits		
a. Service retired, beneficiaries and DROP	\$ 8,922,332	\$ 9,572,240
b. Disability retired	-	-
c. Total	\$ 8,922,332	\$ 9,572,240
4. Excess State Monies Reserve	\$ 16,625	\$ 58,474
5. Total actuarial present value of future expected benefit payments	\$ 22,328,982	\$ 24,323,105
6. Entry age normal accrued liability	\$ 18,078,928	\$ 18,078,928
7. Unfunded entry age normal accrued liability	\$ 1,539,747	\$ 1,761,445
8. Liabilities at FRS discount rate		
a. Discount rate	7.65%	7.65%
b. Entry age normal accrued liability	\$ 18,718,027	\$ 18,718,027
c. Unfunded entry age normal accrued liability	\$ 3,210,042	\$ 1,909,610

City of Panama City Beach Police Officers' Pension Plan

State Required Exhibit (Continued)

October 1, 2015

	<u>10/1/2014</u>	<u>10/1/2015</u>
D. <u>Statement of Accumulated Plan Benefits</u>		
1. Actuarial present value of accumulated vested benefits		
a. Members currently receiving benefits (including DROP)	\$ 8,922,332	\$ 9,572,240
b. Other Members	5,112,446	5,612,051
c. Total	\$ 14,034,778	\$ 15,184,291
2. Actuarial present value of accumulated non-vested plan benefits	1,044,455	844,322
3. Excess State Monies Reserve	16,625	58,474
4. Total actuarial present value of accumulated plan benefits	\$ 15,095,858	\$ 16,087,087
5. Liabilities at FRS discount rate		
a. Discount rate	7.65%	7.65%
b. Actuarial present value of accumulated vested benefits	\$ 14,595,408	\$ 14,595,408
c. Total actuarial present value of accumulated plan benefits	\$ 15,704,488	\$ 15,746,337
E. <u>Statement of Change in Accumulated Plan Benefits</u>		
1. Actuarial present value of accumulated plan benefits as of Prior Valuation Date	\$ 14,026,578	\$ 15,088,316
2. Increase (decrease) during year attributable to:		
a. Plan amendment	0	0
b. Change in actuarial assumptions	0	0
c. Benefits paid	(778,414)	(926,647)
d. Other, including benefits accumulated and increase for interest due to decrease in the discount period	1,840,152	1,925,418
e. Net increase	\$ 1,061,738	\$ 998,771
3. Actuarial present value of accumulated plan benefits as of Current Valuation Date	\$ 15,088,316	\$ 16,087,087

City of Panama City Beach Police Officers' Pension Plan

State Required Exhibit (Continued)

October 1, 2015

Actuarial Valuation Date For Contribution Year	<u>10/1/2013</u> 2013-14	<u>10/1/2014</u> 2014-15
F. <u>Past Contributions</u>		
1. Total contribution required		
a. City		
i. Estimated Dollars, from Actuarial Valuation	\$ 615,147	\$ 550,638
ii. Percentage of Participants' Compensation	23.08%	18.55%
iii. Actual Compensation Under NRA	\$ 2,590,023	\$ 2,858,939
iv. Required, per new state interpretation = (ii.) x (iii.)	\$ 597,777	\$ 530,333
b. State (Estimated)	93,639	93,639
c. Member*	293,119	300,595
d. Total = (a.iv.) + (b.) + (c.)	\$ 984,535	\$ 924,567
2. Actual contributions made:		
a. City	\$ 646,023	\$ 589,810
b. State**	93,639	93,639
c. Member	307,896	325,235
d. Total	\$ 1,047,558	\$ 1,008,684
G. <u>Net Actuarial Gain (Loss)</u>		
	N/A	N/A
H. <u>Disclosure of Following Items:</u>		
	<u>10/1/2014</u>	<u>10/1/2015</u>
1. Actuarial present value of future salaries - attained age***	\$ 22,998,907	\$ 24,697,974
2. Actuarial present value of future employee contributions - attained age***	\$ 2,307,237	\$ 2,478,410
3. Actuarial present value of future contributions from other sources	N/A	N/A
4. Amount of active members' accumulated contributions	\$ 1,894,166	\$ 2,042,622
5. Actuarial present value of future salaries and future benefits at entry age	Not provided by system	
6. Actuarial present value of future employee contributions at entry age	Not provided by system	

* Determined by applying the required employee contribution rate (11.0%) to expected compensation for the year for participants under Normal Retirement Age (NRA)

** Excluding Excess Premium Tax Revenues that have not been used to provide Additional Benefits

*** Participants under Normal Retirement Age (NRA) only

City of Panama City Beach Police Officers' Pension Plan

Summary of Major Plan Provisions

October 1, 2015

Effective Date: August 25, 1971.

Plan Year: October 1 to September 30.

Last Amendment: Restatement (Ordinance 669) effective June 8, 2000. First Amendment (Ordinance 715) effective March 8, 2001 (changing Employee Contributions from 7.0% to 9.7% and the multiplier from 3.00% to 3.25%). Second Amendment (Ordinance 794) effective April 10, 2003 (for various law and other changes). Third Amendment (Ordinance 811) effective July 10, 2003 (adding Early Retirement). Fourth Amendment (Ordinance 881) effective July 22, 2004 (adding 3% increasing annuities as an Optional Form of Payment and changing investment policy). Fifth Amendment (Ordinance 1029) effective May 11, 2006 (changing various provisions as required by new IRS rules). Sixth Amendment (Ordinance 1070) effective May 17, 2007 (changing Employee Contributions from 9.7% to 11.0% and the multiplier from 3.25% to 3.50%). Seventh Amendment (Ordinance 1083) effective July 26, 2007 (adding 5% fixed investment return option for DROP). Restatement (Ordinance 1159) adopted August 17, 2009. First Amendment (Ordinance 1222) effective February 9, 2012 (adding 300 hours of overtime cap).

Eligibility: All permanent Police Officers who have passed the medical examination.

Employee Contributions: 11% of Compensation (9.7% prior to May 17, 2007) and excluded from taxable income under IRC Section 414(h).

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

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

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

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

Accumulated Contributions: A participant's contributions with interest compounded annually at 5.25% through June 8, 2000; after that date interest is no longer accrued.

Normal Retirement Date: The first day of the month coincident with or next following the earlier of (1) the date a participant attains age 50 and has completed at least 20 years of Credited Service or (2) the date he attains age 55 and has completed at least 10 years of Credited Service. The proposed plan change would

City of Panama City Beach Police Officers' Pension Plan

also allow normal retirement with 25 years of service regardless of age.

Early Retirement Date: The first day of the month coincident with or next following the date a participant attains age 50 and has completed at least 10 years of Credited Service.

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

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

- a. Life annuity (with no modified cash refund feature),
- b. Joint and survivor annuity (100%, 75%, 66 2/3% or 50%; reducing upon death of participant only),
- c. Level income option,
- d. Any of the above forms, increasing 3% per year on each January 1, or
- e. Lump Sum if under \$5,000, or less than \$100 per month.

Normal Retirement Benefit: A monthly benefit commencing at the Normal Retirement Date equal to 3.5% of Average Final Compensation multiplied by years of Credited Service, but not more than 100% of Average Final Compensation (excluding COLA's). The proposed plan change would also add a fixed \$150/month supplement for anyone retiring from active service. The normal form for this benefit would be a life annuity.

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

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

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

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

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

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

City of Panama City Beach Police Officers' Pension Plan

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

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

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

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

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

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

Deferred Retirement Option Program (DROP)

- a. **Eligibility:** Normal Retirement.
- b. **Benefit Amount:** The participant's Accrued Benefit calculated as of the beginning of the DROP period, accumulated quarterly with interest at a rate equal to either the Pension Plan's net investment performance during the quarter or a fixed guaranteed rate of 5% annually, plus cost-of-living adjustments, if any, during the DROP period. The participant elects which interest basis he wants upon his entry into the DROP, and may change such election only once during the DROP period.
- c. **Form of Benefit:** When the DROP period ends (maximum 5 years), the employee must terminate employment. At that time, the accumulated DROP benefits will be distributed in the form of a lump sum, a rollover, or a nonforfeitable fixed annuity to the participant, or if deceased, such participant's designated beneficiary. In addition, the monthly annuity, including any COLA adjustments, will continue to the participant as otherwise provided in the Plan.
- d. **Other Provisions:** A participant in DROP is no longer eligible for Death or Disability Benefits. Employee Contributions are no longer collected, and Credited Service and Average Final Compensation are frozen as of the date of entry into DROP.

City of Panama City Beach Police Officers' Pension Plan

Actuarial Basis

October 1, 2015

ACTUARIAL COST METHOD

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

ACTUARIAL ASSUMPTIONS

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

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

Mortality: Mortality is based on the RP-2000 (Retirement Plans-2000) Generational Tables from the year 2000 using Scale. [ProVal name: IRS 2008 Generational Mortality]

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

Age	Probability of Disablement	
	Male	Female
20	0.03%	0.04%
30	0.04%	0.06%
40	0.07%	0.10%
50	0.18%	0.26%
60	0.90%	1.21%

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

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

Age	Probability of Withdrawal
20	7.9%
30	7.2%
40	5.2%
50	2.6%

Salary Scale: Future salaries are assumed to increase at the rate of 6% per year.

City of Panama City Beach Police Officers' Pension Plan

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

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

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

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

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

Maximum Compensation: Compensation is limited to \$260,000 projected to increase at the rate of 4% per annum.

Maximum Benefits: The \$210,000 maximum for years ending in 2014 and other applicable Benefit Limitations under Section 415 are projected to increase at the rate of 4% per annum.

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

COMPARABILITY WITH PRIOR VALUATION

Significant Events During the Year: None.

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

Significant Changes in the Actuarial Cost Method or Actuarial Assumptions: Mortality was updated to RP-2000 Generational Mortality using Scale AA.

Other Information Needed to Fully and Fairly Disclose the Actuarial Position of the Plan: None.

**City of Panama City Beach
Police Officers' Pension Plan**

**Actuarial Cost Method
"Entry Age Normal with Frozen Initial Liability"**

October 1, 2015

An actuarial valuation is a series of mathematical calculations which project future benefits under a pension plan and future contributions to fund those benefits. The true cost of a pension plan cannot be determined until the last benefit is paid, because the true cost is the actual benefits ultimately paid, plus the expense of maintaining the plan, less the actual income earned on invested funds. Since funding cannot wait until the last benefit is paid, however, actuarial assumptions are used to project ultimate benefit levels and the reserves needed to provide them. An actuarial cost method is then used to establish a reasonable pattern of contributions to accumulate those reserves. The assumptions and cost method themselves, therefore, only impact on the incidence of funding, not the true cost. Each new valuation automatically corrects for any differences between the assumptions and actual experience, and the correction is spread over the current and future years of funding.

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

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

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

The Normal Cost is developed by spreading the Present Value of Future City Normal Costs over the future compensation of all participants as a level percentage of pay, i.e., by dividing it by the Present Value of Future Compensation to get the Normal Cost Rate. The Normal Cost is the product of the Normal Cost Rate and the current Participants' Compensation. Actuarial gains or losses are included in the Present Value of Future Normal Costs, and are reflected in the Normal Cost Rate and thereby spread over the remaining future service of the participants in the Normal Cost. The Frozen Initial Liability is not adjusted for actuarial gains or losses.

City of Panama City Beach Police Officers' Pension Plan

The state minimum required contribution in a particular year is equal to the Normal Cost, plus a level amount which will amortize the Frozen Initial Liability and supplemental bases over the applicable number of years, plus expected and "make-up" expenses, less the Past Excess Contributions.

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

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

REGULAR ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration- Mario Gisbert

2. MEETING DATE:

February 8, 2018

3. REQUESTED MOTION/ACTION:

Conduct a Public Hearing and Second Reading of the proposed Ordinance 1447 to update the General Employees' Retirement Plan regarding removing the appointment of a Vice-Chairman.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City's other two Pension Plans, the Firefighters' and Police Officers', do not have a Vice-Chairman to be appointed.

Proposed Ordinance 1447 is necessary to update Section 3 (2) pertaining to the Board of Trustees to correspond to the other two Plans. Per the Plan's Actuary, this will have no impact to the members' benefits from his valuation perspective.

This is the Second Reading of this Ordinance. The Council considered the First Reading of this Ordinance on January 11, 2018. Notice of the Public Hearing was advertised and the General Employees' Board of Trustees recommended adoption.

ORDINANCE NO. 1447

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH;
FURTHER AMENDING THE CITY OF PANAMA CITY
BEACH GENERAL MUNICIPAL EMPLOYEES' PENSION
PLAN, ADOPTED PURSUANT TO ORDINANCE NO. 1158;
AS SUBSEQUENTLY AMENDED; AMENDING SECTION 3,
BOARD OF TRUSTEES; REPEALING ALL ORDINANCES IN
CONFLICT HERewith AND PROVIDING AN EFFECTIVE
DATE.

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

SECTION 1: That the City of Panama City Beach General Municipal Employees'
Pension Plan, adopted pursuant to Ordinance No. 1158, as subsequently amended, is hereby
further amended by amending Section 3, Board of Trustees, subsection 2., to read as follows:

* * *

2. The Trustees shall, by a majority vote, elect a Chairman, ~~Vice-Chairman~~ and a
Secretary. The Secretary of the Board shall keep a complete minute book of the actions,
proceedings, or hearings of the Board. The Trustees shall not receive any compensation as such,
but may receive expenses and per diem as provided by law.

* * *

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of
the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MIKE THOMAS, MAYOR

ATTEST:

JO SMITH, CITY CLERK

Ordinance 1447
Page 1 of 2

AGENDA ITEM # 3

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the Panama City News Herald on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

Ordinance 1447
Page 2 of 2

AGENDA ITEM #

3



January 5, 2018

Ms. Holly White
Finance Director
City of Panama City Beach, Florida
110 South Arnold Road
Panama City Beach, Florida 32407

Re: General Employees' Pension Plan – Actuarial Impact Statement

Dear Holly:

Jo Smith has requested that I provide the appropriate actuarial analysis of the changes to the General Employees' Pension Plan to be enacted by a proposed ordinance. Jo sent me copies of the proposed ordinance for the Plan in an email dated January 5, 2018.

The proposed ordinance would remove the position of Vice Chair from the General Employees' Pension Board. This change would have no direct, if any, impact on members' benefits from a valuation perspective. Therefore, I have concluded that there should be no significant impact on the City's funding requirements due to the changes and no formal Actuarial Impact Statement is required for this change.

Sincerely yours,

Stephen Lambert-Oswald FSA, EA, MAAA

cc: Jo Smith
Douglas Beckendorf

P:\CoreRe\National Valuation Team\2008757 City of Panama City Beach\Client Specific Information\Plan Documents\01 QP\General\Impact Proposed Ord. (Removing Vice Chair) Jan. 2018.docx

REGULAR ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Stormwater/Paul Casto

2. MEETING DATE:
02/08/2018

3. REQUESTED MOTION/ACTION:

Approve the construction agreement for the Gulf Highlands Drainage Improvement project with GAC Contractors in the not to exceed amount of \$954,172.80.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Gulf Highlands Drainage Improvement project includes the installation of 2 additional 54" culverts beneath Front Beach Road from the body of water near Pompano's to the body of water at Laketown Wharf. This project includes new pipe installation, reconfiguring the existing weir structure and the removal and replacement of existing improvements in the work area. Construction plans have been completed and permits have been obtained for the project. In addition the HMGP grant was recently awarded in the amount of \$518,000.00

A solicitation for construction bids was publicly advertised and (3) three bidders responded with sealed bids by the required time and date. Bids were publicly opened on January 25, 2018 at 2pm. After reviewing the bids, all bidders were deemed responsive and Dewberry/Preble-Rish recommends that the Base Bid be awarded to the low bidder, GAC Contractors, Inc. in the amount of \$908,736.00. Due to the complexity of this project and the amount of existing utilities in the area, we are also recommending a 5% contingency be included for this project which would bring the total not to exceed amount to \$954,172.80. This project is included in the FY17/18 budget but exceeds its allocated budget. A Budget Amendment (#11) in the amount of \$279,000 is included with this item. This project is expected to be completed in May 2018. Attached is a copy of the engineer of records recommendation and bid tabulation and a draft agreement. (Exhibit A). Budget Amendment #11 is Exhibit B.

Staff recommends approval.

RESOLUTION 18-61

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH GAC, CONTRACTORS INC. RELATED TO CONSTRUCTION OF THE HMGP STORMWATER DRAINAGE AT GULF HIGHLANDS IN THE AMOUNT NOT TO EXCEED \$954,172.80; AND AUTHORIZING A BUDGET AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Agreement between the City and GAC Contractors, Inc., related to construction of the HMGP Stormwater Drainage at Gulf Highlands in the amount not to exceed of Nine Hundred Fifty Four Thousand One Hundred Seventy Two Dollars and Eighty Cents (\$954,172.80), on substantially the terms and conditions set forth in the agreement attached hereto as Exhibit A 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.
2. The following budget amendment (# 11) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated herein.
3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 8th day of February, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-61

AGENDA ITEM # 4



BID TABULATION

Bid Date: January 25, 2018

Bid Time: 2:00PM CST

Bid Location: City of Panama City Beach, City Hall Council Chambers, 110 South Arnold Road, Panama City Beach, FL

Project: HMGP STORMWATER DRAINAGE AT GULF HIGHLANDS

Contractor's Name	Attended Mandatory Pre-Bid Meeting 12/18/17 @ 2PM CST	Base Bid Amount	Bid Form Section 00030	Bid Bond Form Section 00040	Addendum No. 1	Addendum No. 2	Addendum No. 3	Drug-Free Workplace Section 00095	Trench Safety Section 00096	Public Entity Crimes Section 00097	Appendix H Attachment H Debarment Form	Appendix J M/WBE Clause Certification
GAC	✓	\$908,736.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
L+R	✓	\$946,095.66	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
GCUC	✓	1,072,500	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

AGENDA ITEM #

4

February 1, 2018

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

SUBJECT: Letter of Recommendation

Re: HMGP Stormwater Drainage at Gulf Highlands
Project: 166.023

Dear Ms. Jenkins,

We have reviewed the bid packages submitted on January 25, 2018 at 2:00PM CST for the HMGP Stormwater Drainage at Gulf Highlands project and verified the unit prices and totals for each bid. Based on our review of these packages, we recommend GAC Contractors, Inc. for award of the contract for a total price of \$908,736.00.

If you have any questions, please feel free to contact me at 850-571-1253 or by email at cknauer@dewberry.com.

Sincerely,

DEWBERRY | PREBLE-RISH



Cliff L. Knauer, P.E.
Associate Vice President

Exhibit A

Page 1 of 1

AGENDA ITEM # _____

4

**SECTION 00050
AGREEMENT**

THIS AGREEMENT, made this 8th day of February, 2018, by and between, the City of Panama City Beach (hereinafter called "OWNER") and GAC Contractors, Inc., doing business as a Corporation, having a business address of 4116 Hwy 231 N, 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 the HMGP STORMWATER DRAINAGE AT GULF HIGHLANDS (Project), to be located in Bay County, Florida, in accordance with the Drawings and Specifications prepared by Dewberry | Preble-Rish, the Engineer of Record (hereinafter called "ENGINEER") and all other Contract Documents hereinafter specified.

The OWNER and the 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, the 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 the OWNER.
2. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed to be issued by OWNER in writing within 10 calendar days from the date of this Agreement and to substantially complete the project within 90 consecutive calendar days thereafter, and to fully complete the project within 30 consecutive calendar days thereafter.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$1,000.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of Section 00100, 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 \$908,736.00 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").

Exhibit A
AGREEMENT 00050-1

AGENDA ITEM # 4

HMGP STORMWATER DRAINAGE AT GULF HIGHLANDS
PROJECT NO. 166.023

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:
1. ADVERTISEMENT FOR BIDS (SECTION 00010)
 2. INFORMATION FOR BIDDERS (SECTION 00020)
 3. BID (SECTION 00030)
 4. BID BOND (SECTION 00040)
 5. AGREEMENT (SECTION 00050)
 6. PERFORMANCE BOND (SECTION 00060)
 7. PAYMENT BOND (SECTION 00070)
 8. NOTICE OF AWARD (SECTION 00080)
 9. NOTICE TO PROCEED (SECTION 00090)
 10. DRUG-FREE WORK PLACE (SECTION 00095)
 11. CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT (SECTION 00096)
 12. PUBLIC ENTITY CRIMES STATEMENT (SECTION 00097)
 13. SALES TAX AGREEMENT (SECTION 00098)
 14. CERTIFICATE OF INSURANCE (SECTION 00099)
 15. GENERAL CONDITIONS (SECTION 00100)
 16. SUPPLEMENTAL CONDITIONS (SECTION 00800)
 17. SUBMISSION OF WORK SCHEDULE (SECTION 00801)
 18. PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL (SECTION 00802)
 19. SPECIAL PROVISIONS (SECTION 01046)
 20. PERMITS AND FEES (SECTION 01065)
 21. REFERENCE STANDARDS (SECTION 01095)
 22. SPECIAL PROJECT PROCEDURES (SECTION 01100)
 23. ENVIRONMENTAL PROTECTION (SECTION 01110)
 24. SUBMITTALS (SECTION 01300)
 25. CONSTRUCTION PHOTOGRAPHS (SECTION 01380)
 26. MOBILIZATION/DEMobilIZATION (SECTION 01505)
 27. CONTRACT CLOSEOUT (SECTION 01705)
 28. RIP RAP (SECTION 01800)
 29. SITEWORK (SECTIONS 02110, 02200, AND 02211)

AGREEMENT 00050-2

AGENDA ITEM # 4

HMGP STORMWATER DRAINAGE AT GULF HIGHLANDS
PROJECT NO. 166.023

- 30. CONCRETE (SECTIONS 03310 AND 03320)
- 31. MECHANICAL (SECTIONS 15010, 15051, 15060, 15061, 15062, 15063, 15065, 15070, 15100, AND 15120)
- 32. APPENDICES (APPENDICES A THROUGH K)
- 33. PLANS prepared by DEWBERRY | PREBLE-RISH
- 34. ADDENDA
 - No.1, dated December 20, 2017.
 - No.2, dated January 12, 2018.
 - No.3, dated January 23, 2018.

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 to the CONTRACTOR in the manner and at such times as set forth in the General Conditions (SECTION 00100) such amounts as required by the 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:
 - 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, Florida 32413
ATTENTION: _____ Mario Gisbert, City Manager
Fax No.: _____ (850) 233-5108

AGREEMENT 00050-3

AGENDA ITEM # _____

4

If to Contractor:

ATTENTION: _____
Fax No.: _____

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

10. The CONTRACTOR recognizes that the 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 the OWNER, the CONTRACTOR shall comply with and fully implement the sales tax savings program. As set forth in the Sales Tax Agreement, Section 00098.
11. The failure of the 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, the OWNER has designated a Project Representative to assist the OWNER with respect to the administration of this Agreement. The Project

AGREEMENT 00050-4

AGENDA ITEM # _____

4

Representative to be utilized by the OWNER for this Project, shall be Cliff L. Knauer, P.E., of Dewberry | Preble-Rish.

16. The 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 the CONTRACTOR of his/her duty to perform or give rise to any right to damages or additional compensation from OWNER. The CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against the OWNER will be the right to seek an extension to the Contract Time.

17. **INSURANCE - BASIC COVERAGES REQUIRED**

The CONTRACTOR shall procure and maintain the following described insurance, except for coverages specifically waived by the OWNER, on policies and with insurers acceptable to the 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 the 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. The 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 subcontractors and sub-subcontractors expressly waive any claim against the 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 the OWNER and may be disapproved by the OWNER. They may be reduced or eliminated at the option of the 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 the CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by the

OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of the 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:

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

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

The CONTRACTOR shall provide to the OWNER an Affidavit stating that he/she meets all the requirements of Florida Statute 440.02 (13) (d).

Commercial General Liability Coverage

The 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:

4

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 3 years following OWNER's final acceptance of the Project.

The CONTRACTOR shall add the 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 the 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

The 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 the 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 the OWNER.

HMGP STORMWATER DRAINAGE AT GULF HIGHLANDS
PROJECT NO. 166.023

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

(SEAL)

ATTEST: _____

BY _____
(Signature)

NAME _____

TITLE _____

OWNER

CITY OF PANAMA CITY BEACH

BY _____
(Signature)

NAME Mario Gisbert

TITLE City Manager

(SEAL)

ATTEST:

BY _____
(Signature)

NAME _____

TITLE _____

CONTRACTOR

BY _____
(Signature)

NAME _____

TITLE _____

ADDRESS: _____

Employer Identification
Number _____

END OF SECTION

AGREEMENT 00050-8

AGENDA ITEM # 4

REGULAR ITEM 5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Stormwater/Paul Casto

2. MEETING DATE:

02/08/2018

3. REQUESTED MOTION/ACTION:

Approve Task Order 01 2018, with Dewberry/Preble-Rish, for construction inspection services for the Gulf Highlands Drainage Improvement project in the amount of \$44,975.00.

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 Gulf Highlands Drainage Improvement project includes the installation of 2 additional 54" culverts beneath Front Beach Road from the body of water near Pompano's to the body of water at Laketown Wharf. This project is anticipated to be awarded and to begin construction in February 2018.

Dewberry/Preble-Rish is the stormwater engineer of record for this project and provided services to help obtain the grant for this project. An attached scope of services (Attachment A) and engineer's schedule of hours (Attachment B) to provide construction inspection services is included. These services are to review shop drawings and provide inspection services throughout the project. In addition, they will need to comply with and ensure the federal requirements of the grant are followed. The FY 17/18 stormwater budget has adequate funds available for this task.

Staff recommends approval.

RESOLUTION 18-62

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER #01 2018 TO THE MASTER SERVICES AGREEMENT WITH DEWBERRY/PREBLE-RISH RELATED TO PROFESSIONAL CONSTRUCTION OVERSIGHT INSPECTION AND UTILITY COORDINATION SERVICES IN AN AMOUNT OF \$44,975.

BE IT RESOLVED by the City of Panama City Beach, Florida that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order #01 2018 to the Master Services Agreement for Professional Stormwater Engineering dated December 29, 2013 between the City and Dewberry/Preble-Rish, related to construction oversight inspection and utility coordination services of the Gulf Highlands Drainage Improvement Project in the amount of Forty Four Thousand Nine Hundred Seventy Five Dollars (\$44,975), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall take effect immediately upon passage.

PASSED in regular session this 8th day of February, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-62 5
AGENDA ITEM # _____

January 30, 2018

VIA E-MAIL (pcasto@pcb.gov)

Mr. Paul Casto, Public Works Director
City of Panama City Beach
116 S. Arnold Road
Panama City Beach, Florida 32413

RE: Panama City Beach – Gulf Highlands Drainage Improvements – Construction Oversight (CEI)

Dear Mr. Casto:

Due to the complexity associated with the design and construction logistics of the Gulf Highlands Drainage Improvements project and the expected utility coordination associated with open cutting Front Beach Road that will be required as part of the project, Dewberry | Preble-Rish is pleased to provide this proposal for Construction Oversight (CEI).

Dewberry | Preble-Rish proposes to provide construction oversight inspection services for the construction of the Gulf Highlands Drainage Improvements project. Dewberry | Preble-Rish will provide shop drawing reviews, response to requests for information/field utility conflicts, resident inspection services (maximum of 120 days) and attend monthly progress meetings for a fee of **\$44,975.00**. See **Attachment A** for a detailed description of the proposed services. Also **Attachment B** breaks down the staff required to complete the task.

If the Task Order is acceptable, please have it executed and return to me at the Panama City office. If you have any questions, please give me a call at 850.571.1185. We look forward to working with you on this important project and thank you for the opportunity to be of service to the City.

Sincerely,
Dewberry | Preble-Rish



Eric Pitts
Sr. Project Manager

EP/sp

Attachments: Attachment A (Task Order – Scope of Services)
Attachment B (Schedule of Hours)

cc: Ms. Kelly Jenkins, City Engineer, City of Panama City Beach (via email kjenkins@pcb.gov)
Mr. Cliff Wilson PE, Vice President, Dewberry | Preble-Rish (via email cwilson@dewberry.com)
Mr. Cliff Knauer PE, Associate Vice President, Dewberry | Preble-Rish (via email cknauer@dewberry.com)
Mrs. Missy Ramsey, CPA, Controller, Dewberry | Preble-Rish (via email mramsey@dewberry.com)

Attachment A

CITY OF PANAMA CITY BEACH
GULF HIGHLANDS DRAINAGE IMPROVEMENTS

TASK ORDER - 01 2018

This task order is for the purpose of Dewberry | Preble-Rish as the ENGINEER to provide Construction Inspection / CEI services for the Gulf Highlands Drainage Improvement project to the City of Panama City Beach (City) acting by and through its Council.

DESCRIPTION OF ENGINEER'S SERVICES

SCOPE OF SERVICES

A. Construction Services

Dewberry | Preble-Rish will provide Construction Oversight/Utility Coordination Services throughout the construction process, complete shop drawing reviews in accordance with the design plans on behalf of the City and attend regular progress meetings (monthly).

B. Deliverables

Dewberry | Preble-Rish will provide the following deliverables to the City:

1. Attend progress meetings (Anticipate Monthly).
2. Provide shop drawing reviews within 5 business days of receipt back to City and Contractor.
3. Provide Resident Inspector for the 120 day project, provide inspections reports, complete with photos and hand drawn as-builts.
4. Review and Respond to requests for information and field utility conflicts.

H. Professional Services Fees

1. Construction Oversight/ Inspection Services (Resident Field Inspections, Shop Drawing Reviews & progress meetings).

<u>Lump Sum Total</u>	<u>\$44,975.00</u>
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IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

DEWBERRY | PREBLE-RISH

CITY OF PANAMA CITY BEACH, FLORIDA

203 Aberdeen Parkway
Panama City, Florida 32405

110 South Arnold Road
Panama City Beach, Florida 32413

By:  _____

By: _____

Name and Title: Eric Pitts
Sr. Project Manager

Name and Title: Mr. Mario Gisbert
City Manager

Witnessed:  _____

Witnessed: _____

Date: 1-30-2018

Date: _____

AGENDA ITEM # 5

Attachment B

**CITY OF PANAMA CITY BEACH
GULF HIGHLANDS DRAINAGE IMPROVEMENTS**

SCHEDULE OF HOURS

Position	Senior Engineer Cliff Knauer, PE	Sr. Project Manager Eric Pitts	Sr. Inspector Kyle Wilson	Admin	
Hourly Rate	\$185.00	\$115.00	\$80.00	\$65.00	
	Hours Worked				
Monthly Progress Meetings	24	48	36	NA	\$12,840.00
Shop Drawing Reviews	3	12	12	4	\$3,155.00
Inspection Service Through Construction	4	24	220	10	\$21,750.00
Review/Respond to RFI's & Field Utility Conflicts	8	36	12	10	\$7,230.00
Total	\$7,215.00	\$13,800.00	\$22,400.00	\$1,560.00	
Grand Total					\$44,975.00

AGENDA ITEM #

5

REGULAR ITEM 6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration / Mario Gisbert

2. MEETING DATE:

02/08/18

3. REQUESTED MOTION/ACTION:

Approve Task Order #2 to MSA with DAG Architects related to architectural design services of fire station building.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

In September, the Council provided direction for staff to develop plans for the siting, design, and staffing of an extreme weather resistant central fire protection facility for the City's new Fire Station. In carrying out that direction, the staff has negotiated a proposed Task Order No. 2 under the Master Services Agreement dated August 10, 2017, with DAG Architects to provide Architectural and Design services related to the construction of a new City Fire Station.

The tentative cost for a new City Fire Station is \$3.3 million. DAG has proposed fees of \$380,901.00. A budget amendment in the amount of \$400,000 is included with this item.

Staff recommends approval of Task Order No. 2 in the amount of \$380,901.00, authorizing the City Manager to execute Task Order No. 2 on behalf of the City.

RESOLUTION 18-63

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER # 2 TO THE MASTER SERVICES AGREEMENT WITH DAG ARCHITECTS RELATED TO ARCHITECTURAL AND DESIGN SERVICES OF A FIRE STATION BUILDING; AUTHORIZING A BUDGET AMENDMENT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to deliver and execute on behalf of the City that certain Task Order # 2 to the Master Services Agreement for Professional Architectural Services for the City Hall Complex between the City and DAG Architects, relating to architectural and design services for a new Fire Station Building in the amount amount of Three Hundred Eighty Thousand Nine Hundred One Dollars (\$380,901), on substantially the terms and conditions set forth in the Task Order attached hereto as Exhibit A 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.
2. The following budget amendment (# 12) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated herein.
3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 8th day of February, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-63
AGENDA ITEM # 6

COMBINED TASK ORDER AND NOTICE TO PROCEED

TASK ORDER NO. 2

DATE _____

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DAG ARCHITECTS RELATING TO MAJOR PROFESSIONAL ARCHITECTURAL SERVICES TO RE-DEVELOP THE CITY'S ADMINISTRATIVE CAMPUS OVER A PERIOD OF YEARS AND A SERIES OF RELATED PROFESSIONAL PROJECTS dated August 10, 2017, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Architect agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to the Design and CA services for the New Panama City Beach Fire Department Building.

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

_____ a stipulated sum of \$ _____; or

a stipulated sum of \$380,901:

-Allowance of \$ _____ for _____; or

_____ a fee determined on a time-involved basis with a maximum cost of \$ _____;

As set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 20____, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 201____. Liquidated delay damages, if any, are set at the rate of \$ _____ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

DAG ARCHITECTS

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

WITNESS

WITNESS

PRINT NAME: _____

PRINT NAME: _____

CITY OF PANAMA CITY BEACH, FL

By: _____
Mario Gisbert, City Manager

ATTEST: _____
City Clerk

Exhibit A

AGENDA ITEM # 6



January 16, 2018

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

RE: A/E Fee Proposal for Panama City Beach Fire Department

Mario,

Thank you for the opportunity to provide architectural services for the New Panama City Beach Fire Department Campus. Campus building designs to include a new fire station and auxiliary building. Campus planning to include master planning for the fire station and auxiliary building, as well as space allocations for training structures (fire house and tower).

For clarity, we offer the following scope of Design and CA Services for the new Fire Station:

- a. Design one story structure approximately 12,000 sf of floor space
- b. Include space in the design for Command and Staff Offices as required, dormitory space, up to four bay apparatus bay, and appropriate support and storage space as required.
- c. Design services will include submittals for review after initial conceptual design, schematic set at 30% design, design development set at 60% design, construction documents at 90% design and then final construction documents issued for construction.
- d. During the programming phase, DAG will meet with the users of the facility and produce a programming document that will include room data sheets for each space. These data sheets will include a description of the space, how each space is used for and by whom. Additionally, it will define each room's size, ceiling height, finishes, plumbing, HVAC, power, data, lighting, communication, casework and FF&E requirements. We will also list any special requirements for each space. These data sheets will be used to generate a schematic floor plan and provide a road map for each of the consultants during the design process. Cut sheets, sketches or other information that relate to each of the room data sheets will be included in this document. This document is a working document that will be updated throughout the design process to ensure that all the needs and requirements are met in the final design.

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

AGENDA ITEM # 6

- e. Along with architectural components, the documents will include civil, structural, MEP, IT and security, audio-visual, and landscape and irrigation designs and specifications.
- f. As requested, the structure will be designed as an essential facility (Category IV) and will comply with all applicable codes.
- g. The civil site work design, an additional service, will include drainage, storm water, road and sidewalk connections, surface parking, utility services, lighting, signage, landscaping and irrigation. Designs will comply with FDEP Rule 62-346 Environmental Resource Permitting in Northwest Florida and City of Panama City Beach Land Development Regulations.
- h. Survey work and Geo-technical research and recommendations are included as additional services.
- i. Until the final site location can be determined, any surveying or civil fees related to wetlands are excluded, and will be additional services if required.
- j. Services will include permitting services to include submittal coordinated with the contractor, follow-up and responses; however, the City will pay all permit submittal and issuance fees.
- k. Environmental survey, delineating wetlands, identification of endangered plants and animals are not included and will be an additional service. A proposal will be submitted once the site has been confirmed.
- l. Design will be limited to the three to four-acre site identified by the City. Any access road or improvements required off site of same will be provided by the City of Panama City Beach.
- m. Throughout the process, we will coordinate input from responsible staff and users, but only as directed by the City's designated Project Manager.
- n. We will assist in the bidding process including the advertisement, pre-bid meeting and issuance of any clarifications needed. We will chair the bid opening and assist the City Project Manager with the evaluation of all bids.
- o. During construction, we will review submittals, review contractor pay requests, issue clarifications and additional information as required, conduct site visits once a week, participate in the monthly Owner/Architect/Contractor meetings, perform close-out punch lists, review final payment request, review warranties and O&M manuals.
- p. We will coordinate all inspections with our consulting engineers to ensure the work meets the requirements of the Florida Building Code. Coordination and scheduling of inspections with the AHJ are typically the contractor's responsibility.
- q. We have developed a preliminary production schedule for meeting the City's 180-day design development timeline. The schedule includes:
 - Notice to Proceed – Starts programming effort.
 - Programming – 4 weeks with Owner Review, if required, during last week.
 - Schematic Design – 4 weeks with Owner Review during last week.
 - Design Development 30% Documents – 4 weeks with Owner Review during last week.

- 60% Construction Documents – 5 weeks with Owner Review during last week.
- 90% Construction Documents – 4 weeks with Owner Review during last week.
- 100% Construction Documents – 5 weeks.
- Owners Final review / Submit Documents to Building Department – 2 Weeks.
- Design team to pick up final comments from Owner / Building Official – 1 week.
- Ready to Advertise for bid at 29 weeks.

Additionally, we will provide the following services for the Design and CA services for New Fire/Police Auxiliary Building:

- a. Design one story structure approximately 2,000 to 3,000 sf of floor space
- b. The design, bidding and construction administration services listed above for the new City Hall building, although smaller in scale would be similar for this Fire/Police Auxiliary building.
- c. As requested, the structure will be design as an essential facility (Category IV) and will comply with the latest addition of the Florida Building Codes to include all appropriate ADA requirements; however, the City has suggested that this can be accomplished with a standard metal building package and that a budget of \$175/sf be used for this building.
- d. We have developed a preliminary production schedule for meeting the City's 180-day design development timeline. The schedule includes:
 - Notice to Proceed – Starts programming effort.
 - Programming – 4 weeks with Owner Review, if required, during last week.
 - Schematic Design – 5 weeks with Owner Review during last week.
 - Design Development 30% Documents – 4 weeks with Owner Review during last week.
 - 60% Construction Documents – 5 weeks with Owner Review during last week.
 - 90% Construction Documents – 4 weeks with Owner Review during last week.
 - 100% Construction Documents – 5 weeks.
 - Owners Final review / Submit Documents to Building Department – 2 Weeks.
 - Design team to pick up final comments from Owner / Building Official – 1 week.
 - Ready to Advertise for bid at 26 weeks.

Finally, we will provide Fire Station Campus Master Planning.

- a. We will develop current and future needs of Fire Department as well as the training and storage facilities to be housed on the campus.
- b. We will consider phasing requirements for new and future construction to ensure adequate space usage and minimize effects to functionality of existing facilities during future construction.

DESIGN FEES

DAG's fees for providing these services are as follows:

New Fire Station Building

- As we discussed previously we are basing our proposal on an anticipated area of 12,000 square feet and a budget of \$275/sf, which extends to an estimated construction cost of \$3,300,000.00. Using the Department of Management, Services A/E Fee Calculator Complexity "B", the base fee would be **\$257,432.00**. The basic fee includes Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection and Construction Administration.

Additional services:

- Programming: _____ \$15,000.00
- Civil (McNeil Carroll): _____ \$24,000.00
- Surveying: _____ \$5,000.00
- Landscape and Irrigation (Tullo Planning Group): _____ \$ 6,500.00
- Telecom / Security (Bagwell Engineering): _____ \$21,600.00
- AV (Walthall & Associates): _____ \$2000.00
- Geotechnical – By Owner Separate Contract
- Environmental survey, delineating wetlands, identification of endangered plants and animals are not included and will be an additional service. A proposal will be submitted once the site has been confirmed.

Fire Station Summary:

- Base fee _____ \$257,432.00
- Additional services _____ \$ 74,100.00
- **Total Fire Station Architectural Services Fee: _____ \$331,532.00**

New Fire Auxiliary Building

- Based on the anticipated area of 3,000 sf and a budget of \$175/sf, the estimated construction cost is \$525,000. Using the State of Florida, Department of Management Services A/E Fee Calculator for complexity B, the basic fee is \$47,369. The basic fee includes architectural, structural, mechanical, plumbing and electrical designs.

Additional services:

- Programming: _____ Incl above
- Civil (McNeil Carroll): _____ Incl above
- Surveying: _____ Incl above
- Landscape & Irrigation (Tullo Planning Group): _____ Incl above
- Telecom (Bagwell Engineering): _____ \$1,000.00
- AV (Walthall & Associates): _____ N/A

- Security (Bagwell Engineering): _____ \$1,000.00
- Geotechnical: – By Owner Separate Contract
- Environmental survey, delineating wetlands, identification of endangered plants and animals are not included and will be an additional service. A proposal will be submitted once the site has been confirmed.

Fire Auxiliary Building Summary:

- Base fee _____ \$47,369.00
- Additional services _____ \$2,000.00
- **Total Auxiliary Building Architectural Services Fee: \$49,369.00**

Please give me a call to discuss at your earliest convenience.

Sincerely,



Owen E. Gipson RA
Architect – Associate Principal

Copy:
Pat Ballasch, AIA
Charlie Clary, FAIA

AGENDA ITEM # _____

6

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 12

FUND	General ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2200-522.65-90	Construction in Progress Fire Station	0.00	400,000.00	400,000.00
FROM	001-8100-999.94-00	Reserves Capital Expenditures	10,800,000.00	(400,000.00)	10,400,000.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	10,800,000.00	0.00	10,800,000.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds for the architectural services contract for the new fire station

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE

_____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

EXHIBIT B

AGENDA ITEM #

6

REGULAR ITEM 7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Street/Kelly Jenkins

2. MEETING DATE:

02/08/2018

3. REQUESTED MOTION/ACTION:

Provide staff direction for proposed crosswalk at North Pier Park and the entrance at Frank Brown Park.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

It has been brought to staffs attention that a pedestrian crossing at North Pier Park Drive has been requested. Staff looked at options for potential locations to provide a proposed pedestrian crossing across North Pier Park Drive. We recommend the crosswalk be placed at the northern edge of the intersection of North Pier Park Drive and the Frank Brown Park entrance (see attached map). This crossing would provide a location to cross to and from the Park where pedestrians could then either go north to Palmetto Trace or south to shopping centers.

Once staff obtains direction from Council, staff can finalize drawings in house and bid out the improvements and come back for approval and a budget amendment.

AGENDA ITEM #

7

REGULAR ITEM 8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration / Mario Gisbert

2. MEETING DATE:

02/08/18

3. REQUESTED MOTION/ACTION:

Approve the job description of a Public Information Officer (PIO).

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

During the 1/25/18 City Council Meet the position of a Public Information Officer (POI) was discussed.

Staff has provided the attached PIO job description for Council's consideration. A PIO would help provide the residents and media accurate inform on actions given by the City Council's majority direction. The PIO would provide the public, proactive information on municipal discussions, initiatives, actions, exhibitions and accomplishments.

The PIO will also help internal communications with employee public training and promoting the City.

The PIO would be the official point of contact for all City of Panama City Beach media and interview request.

Approval of this job description will enable the City to advertise the position to interested individuals.

Attached is a copy of the PIO job description. The salary range for the position is \$20.09 - \$33.14 Hourly and \$41,787.20 - \$68,931.20 Annual.

If the PIO job description is approved, a Budget Amendment will be required prior to hiring for the position.

AGENDA ITEM #

8

**CITY OF PANAMA CITY BEACH
Job Description**

JOB TITLE: Public Information Officer

SALARY RANGE: \$20.09- \$33.14
SHIFT: Days
LOCATION: City Hall Annex
REPORTS TO: City Manager
PREPARED BY: City Manager
APPROVED BY: City Council

PAY GRADE: 35
DIVISION: Administration
DEPT: Administration
FSLA STATUS: EXEMPT
POSITION: Permanent Full-Time
DATE:

SUMMARY:

This position is responsible for the development, maintenance and enhancement of a comprehensive informational program for all areas of interface between the City and the public, and establishment of professional working relationships to expand opportunities for improved interface with the public; and other duties as assigned. Work is performed under the supervision of the City Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Work is generally assigned through oral instruction and is accomplished with considerable independence. In addition to the essential duties and responsibilities, other tasks may be assigned:

Performs responsible promotional and informational work in the preparation of publicity and development of promotional programs and material designed to improve public awareness of City services, programs, activities, plans and projects.

Writes and edits special articles and news stories concerning City activities, programs, plans and projects.

Develops and sustains promotional programs in conjunction with educational institutions, local business groups and service organizations.

In cooperation with City departments; compiles and summarizes material and data to be used in presenting information to the news media and the public; serves as central point for quality and branding control for all City websites, publications and outreach programs.

Coordinate media efforts, press conferences (as needed), and public communications during police, fire and natural disaster emergency response events.

Develops and executes city-wide web and social media strategies.

Serves as Writer/Editor for the City's employee newsletter.

Performs such other duties as the City Manager may require.

SUPERVISORY RESPONSIBILITIES:

NONE.

COMPETENCIES:

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

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

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

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

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

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

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

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

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

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and

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

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

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

Delegation – Delegates work assignments; matches the responsibility to the person; gives authority to work independently; sets expectations and monitors delegated activities; provides recognition for results.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

QUALIFICATION REQUIREMENTS:

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

EDUCATION and EXPERIENCE:

The applicant must have a minimum of a Bachelor's Degree from an accredited college or university with major coursework in Marketing, Public Relations, Journalism, Communications or related field. Experience in journalism, publications, or public relations, marketing and communications or any equivalent combination of acceptable education, training, and experience. Proven track record of accomplishment in the field.

Knowledge of the methods, principles and practices of journalistic writing and editing as applied to public relations and promotion of municipal activities, including; publication design, layout and preparation of materials for a printer; media relations (including support for emergency operations); video shooting and editing; web design, production, and maintenance. Knowledge of the principles and practices of public relations work including verbal, written and visual presentations. Knowledge of municipal organization and functions and the relationships within municipal government and other levels of government. Knowledge and ability in effective use of the internet and other alternative media, including fluency in both the use of social media and the means to gauge its effectiveness.

Demonstrated ability to communicate clearly concisely and accurately; orally and in writing; ability to establish and maintain effective working relationships as necessitated by the work, and collaborate effectively across broadly diverse organization; ability to apply principles of marketing and branding to municipal communication functions.

LANGUAGE SKILLS:

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

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

Ability to solve practical problems and deal with a variety of concrete variables in

situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER REQUIREMENTS:

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

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

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

PHYSICAL DEMANDS:

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

Ability to make oral and written presentations. Ability to communicate clearly, both orally and in writing. Ability to hear and understand conversations in English in various tones of voice as well as accents. Ability to speak in English, both clearly and concisely. Ability to see, read and comprehend letters, numbers, characters, symbols, and words which are in English. Ability to print or write letters, numbers, characters, symbols, and words which are legible and understood by others. Ability to work under pressure/stress with extreme accuracy.

Ability to stand and sit for periods longer than 30 minutes but not to exceed four hours consecutively. Ability to lift and carry video equipment to and from work locations. Ability to operate a motor vehicle. This job description is not to be and should not be construed as an all-inclusive list of all the responsibilities, skills or working conditions association with the position. While it is intended to accurately reflect the duties and responsibilities of the position, management reserves the right to modify, add or remove duties and responsibilities as necessary

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

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

WORK ENVIRONMENT:

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

Work is generally assigned through oral instruction and is accomplished with considerable independence. Work is reviewed through conferences, observation, analysis of prepared materials, and other metrics as developed by incumbent.

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

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

Signature

Date

REGULAR ITEM 9



JEEP BEACH JAM PARADE

Saturday May 19, 2018 Jeep owners & enthusiasts from over 14 States will join together to participate in the 3rd Annual JBJ Jeep Parade. A patriotic themed Jeep only parade celebrating our freedom and paying tribute to our US Armed Forces. There's no wonder jeepers have made it the fastest growing & most popular JBJ Activity.



PARADE ROUTE

STAGING - 4PM-6PM @ Sea Haven Lot

PARADE STARTS 6PM JEEPS OFF BEACH BEFORE SUNSET

CROSSING FRONT BEACH ROAD from Sea Haven lot to Beach Access just West of Sharkys Beach Club

JEEP BEACH CRAWL One (1) mile coned and flagged single file line "Police and/or JBJ escorted"

EXITING BEACH at Beach Access just East of City Pier across Front Beach Road

CONTINUING into Pier Park on Pier Park Drive

PARADE ENDING at Dave & Busters circle

AGENDA ITEM # 9

RESOLUTION NO. 18-51

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH AUTHORIZING TEMPORARY ROAD CLOSURE OF A PORTION OF SOUTH PIER PARK DRIVE AND AUTHORIZING REROUTING OF TRAFFIC ON A PORTION OF FRONT BEACH ROAD, ON SATURDAY, MAY 19, 2018, FOR THE "JEEP BEACH JAM" PARADE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the "Jeep Beach Jam" (the "Event") is being held on Tuesday, May 15, 2018 through Sunday, May 20, 2018, in Panama City Beach, which will include a Parade on Saturday, May 19, 2018; and

WHEREAS, the Parade necessitates careful traffic control and extraordinary usage of portions of Front Beach Road, South Pier Park Drive and L.C. Hilton Drive in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City Council of the City of Panama City Beach that:

1. During the hours of 6:00 P.M. and 8:00 P.M. on Saturday, May 19, 2018, the City authorizes temporary road closure of South Pier Park Drive and from L.C. Hilton Drive to Front Beach Road and directs that such traffic be controlled in accordance with the attached map which accompanies this Resolution; and

2. During the hours of 6:00 P.M. and 8:00 P.M. on Saturday, May 19, 2018, all vehicular traffic on portions of Front Beach Road adjacent to the City Pier shall be rerouted in accordance with the attached map which accompanies this Resolution.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS 25th day of January, 2018.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:


Jo Smith, City Clerk

Resolution 18-51

AGENDA ITEM # 9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
JANUARY 25, 2018

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 18-51 to close portions of roads in Pier Park on Saturday, May 19, 2018 for the parade.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Jeep Beach Jam event is scheduled to be held on scheduled on May 15-20, 2018.

The event includes a parade on May 19, 2018 which necessitates closure of a portion of South Pier Park Drive from L.C. Hilton Drive to Front Beach Road and rerouting on a portion of Front Beach Road adjacent to the City Pier from 6:00 p.m. to 8:00 p.m. within the corporate limits of Panama City Beach.

Staff recommends approval.

AGENDA ITEM # 9