

Agenda Packet

PANAMA CITY BEACH CITY COUNCIL AGENDA

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

MEETING DATE: JANUARY 25, 2018

MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- COUNCILMAN CHESTER
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN CHESTER
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF JANUARY 11, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- VIII. CONSENT AGENDA
 - 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".

IX. REGULAR AGENDA - DISCUSSION/ACTION

- | IX.
NO. | OFFICIAL | ITEM |
|------------|----------|---|
| 1 | AM | RESOLUTION 18-52, CALLING FOR REFERENDUM ON THREE CHARTER AMENDMENTS AND SETTING BALLOT LANGUAGE. |
| 2 | ML | RESOLUTION 18-53, PURCHASE OF BUILDING OFFICIAL VEHICLE AND BUDGET AMENDMENT #7. |
| 3 | ML | ORDINANCE 1446, AMENDING LOW DENSITY RESIDENTIAL TO SINGLE FAMILY RESIDENTIAL, 1ST READING. |
| 4 | MG | RESOLUTION 18-54, DEWBERRY ENGINEERS TASK ORDER GWSRU 2018-01, AND BUDGET AMENDMENT #8, FOR PANAMA CITY BEACH PARKWAY RECLAIMED WATER SYSTEM EXTENSION TO CAULEY AVENUE. |
| 5 | MG | RESOLUTION 18-57, PURCHASE OF VACANT LAND FROM KENNETH & JENNIFER PURVIS, LAGUNA BEACH SEWER AREA LIFT STATION SITE. |
| 6 | AM | RESOLUTION 18-60, ENGAGEMENT AGREEMENT HOLLAND AND KNIGHT AND BUDGET AMENDMENT #9. |

X. DELEGATES AND STAFF

1 **DELEGATIONS.**In accordance with the City Council's rules and procedures, residents or tax-collectors of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card. Speaker cards are located inside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by the Chair.

2 **ATTORNEY REPORT.**

3 **CITY MANAGER REPORT.**

4 **COUNCIL COMMENTS.**


5 **ADJOURN.**

JOHN REICHARD X
 PHIL CHESTER X
 JOSIE STRANGE X
 HECTOR SOLIS X
 MIKE THOMAS X

JOHN REICHARD X
 PHIL CHESTER X
 JOSIE STRANGE X
 HECTOR SOLIS X
 MIKE THOMAS X

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

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

 1/19/18
City Clerk Date

 1/19/18
City Clerk Date

IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed to following interested parties on: 1/22/18, 1 P.M.

NEWS MEDIA

News Herald

Bullet

Channel 4

Channel 7

Channel 13

Comcast

WOW

WKGC

WLTG

Clear Channel

Powell Broadcasting

CONTACT

Tyra Jackson

Linda Lucas

News Dept

Newsroom

Brady Calhoun

Stefanie Bowden

Cil Schnitker

Tori Shay

A. D. Whitehurst

Production Director

Jeff Storey, GM

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER "AGENDA INFORMATION".
THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

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

CONSENT ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

January 25, 2018

3. REQUESTED MOTION/ACTION:

The Parks and Recreation staff recommends that the council authorize the City to contract with Culligan Water, the only responsive bidder, for the installation of the irrigation booster pump system in the amount of \$43,430.00

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

On January 16, 2018 the Parks and Recreation Department received one sealed bid for the "Frank Brown Irrigation Booster Pump System." The only responsive bid was from Culligan Water for a total contract price of \$43,430.00

CONSENT

AGENDA ITEM # 1

RESOLUTION 18-47

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.

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 Culligan Water, relating to the purchase and installation of an irrigation booster pump system in the total amount of Forty Three Thousand Four Hundred Thirty Dollars (\$43,430), 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 18-47

CONSENT
AGENDA ITEM # _____

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: Jan 16, 2018.


Irrigation Booster Pump System

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

The Bidder proposes and agrees, if this proposal is accepted, to provide the listed chemical to the **City of Panama City Beach** for the proposed amount, 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.

BID AMOUNT: \$ 43,430.⁰⁰

BY: Culligan Water Jay Trumbull TITLE: President
ADDRESS: 315 E 15th st CITY: Panama City STATE: FL ZIP: 32405
EMAIL ADDRESS: jay.trumbull@culliganpc.com
PHONE: 850-763-1721

SIGNATURE - (Confirming all information above is correct) 

CONSENT
AGENDA ITEM # 1

Irrigation Booster Pump System

City of Panama City Beach, Florida

PART 1 –SPECIFICATIONS

- **Install irrigation booster pump system on the existing 8-inch line feeding the ball fields at Frank Brown Park**
- **Pump: Berkeley Centrifugal Pump 300 GPM @ 138 TDH**
- **20 HP VFD 3-phase in/out with 0-200 PSI transducer**
- **2-8" Flanged 90 bends**
- **2-8" MJ 90 bends**
- **8" FLGX6' Spool piece no taps**
- **8" FLGX6' Spool piece with 2 taps**
- **8 x 6 Cone reducer**
- **8 x 3 Cone reducer**
- **Act kits for all fittings**
- **TP 35 Tank**
- **6x6x4 slab**

PART 2 –Warranty

- **3 year warranty on Berkeley Centrifugal pump**
- **3 year warranty on 20 HP VFD**
- **1 year warranty on labor**

Complete Bid should include all electrical, fittings and labor to install booster system and set up.

**CITY OF PANAMA CITY BEACH
 BID TABULATION**

Bidder	Address	Information	Price
Culligan	315 E 15 th Street Panama City, FL 32405	Irrigation Booster Pump System	\$43,430.00

CONSENT
 AGENDA ITEM #

1

CONSENT ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

January 25, 2018

3. REQUESTED MOTION/ACTION:

Staff's recommendation is to approve the most responsive low bid from PPLT Farmington Inc. C/O Playworx Playsets, LLC in the amount of \$69,590.39.

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 15, 2018, Staff received five (5) sealed bids for the Frank Brown Park Under the Palms Playground Project for Ages 5 to 12. PPLT Farmington Inc. C/O Playworx Playsets, LLC was the most responsive low bid in the amount of \$69,590.39. Please see attachment.

In Attachment B of the Bid Packet you will find the planned Frank Brown Park Under the Palms Playground location. With City Council approval, this Under the Palms Playground project is planned to be completed by March 31, 2018. This Playground project is Handicap Accessible.

After this project is complete, handicap accessible playground surfacing will be installed.

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 PPLT Farmington Inc. C/O Playworx Playsets, LLC the Frank Brown Park Under the Palms Playground Project bid in the amount of \$69,590.39.

CONSENT
AGENDA ITEM #

2

RESOLUTION 18-48

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.

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 PPLT Farmington Inc. c/o Playworx Playsets, LLC relating to the purchase and installation of playground equipment for the Frank Brown Park Under the Palms Playground in the basic amount of Sixty Nine Thousand Five Hundred Ninety Dollars and Thirty Nine Cents (\$69,590.39), 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 18-48

CONSENT
AGENDA ITEM #

2

**CITY OF PANAMA CITY BEACH
 BID TABULATION**

Bidder	Address	Information	Price
JA Dawson	PO Box 1178 Pelham, AL 35124	Under the Palms Playground	\$88,875.00
Playworx Playsets	810 Holly Ridge Canton, GA 30115	Under the Palms Playground	\$69,590.39
Rep Services	581 Technology Park Ste 1009 Lake Mary, FL 32746	Under the Palms Playground	\$119340.00
Playmore West	10271 Deer Run Farms Rd Fort Meyers, FL 33966	Under the Palms Playground	\$107,285.00
Advanced Recreational Concepts	3125 Skyway Circle Melbourne, FL 32934	Under the Palms Playground	\$141,151.00



 CONSENT
 AGENDA ITEM #

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 1/11 2018.

Frank Brown Park Under the Palms Playground

The Undersigned, as Bidder, hereby declares that they have examined the proposed 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 Under the Palms Playground in complete accord with the described and reasonably intended requirements of this request for proposals and the specifications submitted by Bidder to satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. Bidder further agrees hereby to complete the Frank Brown Park Under the Palms Playground install by March 31, 2018, with liquidated damages thereafter of \$200.00 per day.

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

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

SUMMARY DESCRIPTION OF THE UNIT AND LUMP SUM PRICE:

Summary description of the proposed Under the Palms Playground:

The Under the Palms Playground designed for fun for children of all abilities, ages 5-12, consists of over (24) connected play events and () stand-alone play features. In addition, we are including a complimentary Bonus interactive play feature, Biba!

Note: A detailed description not exceeding 10 pages, will include a photograph/sketch/drawing of the playground and a written description of the warranty of equipment meeting the minimum requirements of the bid specs must be attached to this Proposal. Please include a list of the total number of Play Events on the Main Play Feature. Remember, there must be a minimum of 24 Play Events.

Lump sum price for the Frank Brown Park Under the Palms Playground: \$ 69,590.39

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

Name of SUPPLIER: PPLT Farmington Inc. / Playwork Playsets, LLC

ADDRESS: 810 Holly Ridge CITY: Canton STATE: GA ZIP: 30115

EMAIL ADDRESS: dave@playwork.com PHONE: (404) 427-5270

SIGNATURE - (Confirming all information above is correct) [Signature]

Print Name: Elizabeth Haman and Print Title Assistant office Manager

Under the Palms





CONSENT
AGENDA ITEM #

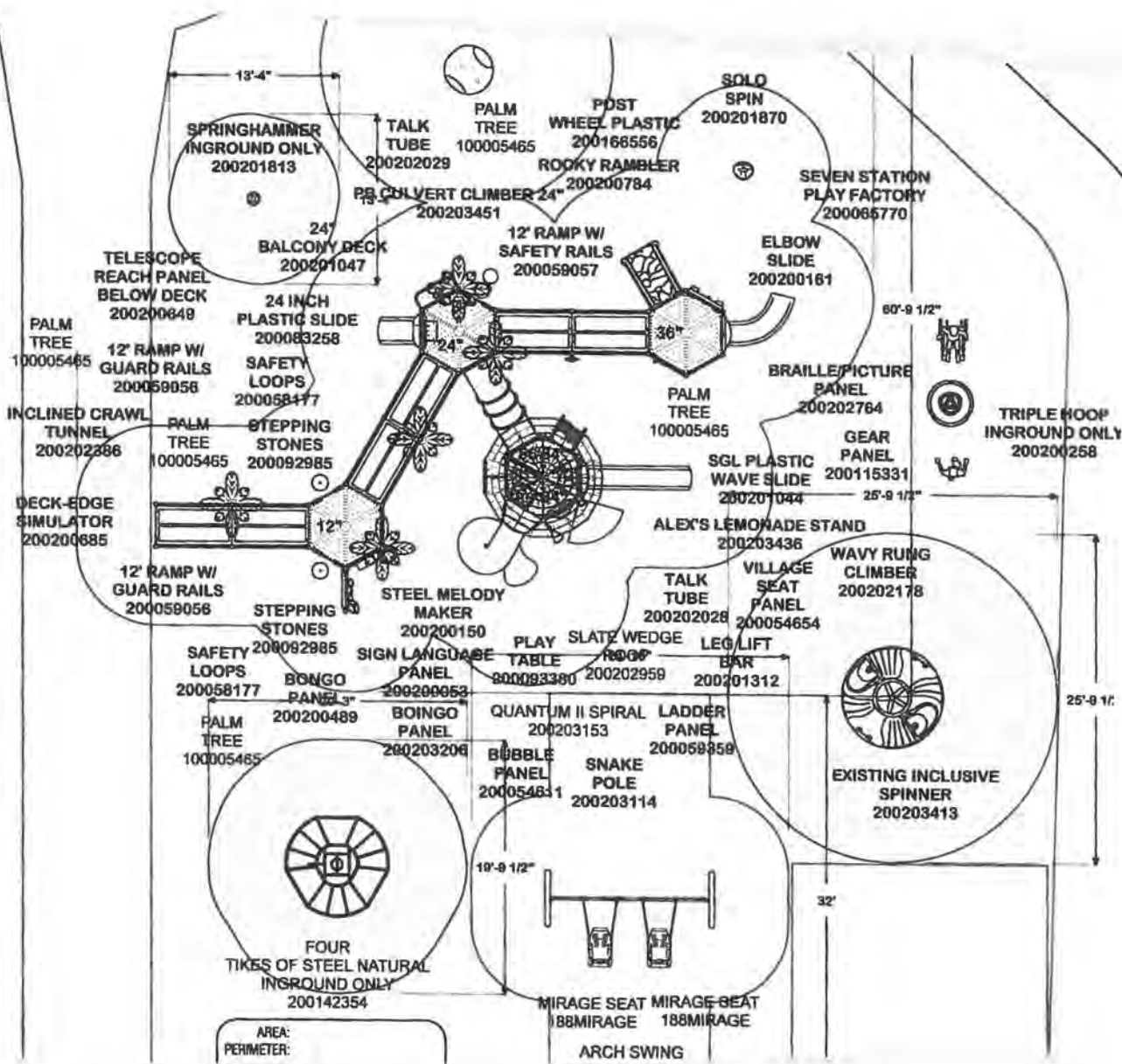
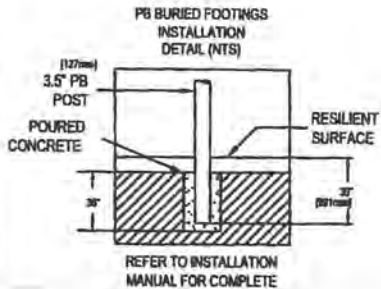
2

2-5yrs 5-12 yrs 12-17yrs 18+ yrs

- 1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
- 2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
- 3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
- 4. All deck heights are measured from top of ground cover.
- 5. Fall absorbing ground cover is required under and around all play equipment.
- 6. The minimum recommended fall zone around the entire play structure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
- 7. All post lengths are identified by text showing the post length, i.e. 96 represents a 96 inch post.
- 8. Not all equipment may be appropriate for all children. Supervision is required.

AGE GROUP	5-12
ELEVATED PLAY ACTIVITIES - TOTAL	14
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	0 REQ'D 0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	10 REQ'D 7
GROUND LEVEL ACTIVITY TYPE	11 REQ'D 0
GROUND LEVEL QUANTITY	12 REQ'D 0

Child Capacity: 87



CONSENT AGRINDA ITEM #

8

Play Events Specified in RFP

Wilder Slide II Single Spiral

Store Panel

Ashiko and Djembe

Calabazo Panel

(2) Hex Pods

(3) Ramps

Rumble Slide

Crow's Nest

Wave Climber

Ridge Climber

Driver's Panel

Swerve Zip

Language Panel

Thunder Ring Half Panel

Stego Climber

Seat and Table for Two

Roof

Tunnel Up Crawl Tube

Observation Station

Talk Tubes

Rung Kick Plate

Hand Cycler

PPLT Equivalent Play Events

8ft. Quantum II Spiral

Alex's Lemonade Stand

Boingo Panel

Bongo Panel

(3) Stepping Stones

(3) Ramps

Single Wide Slide

Balcony Panel

Culvert Climber

Rocky Rambler

7 Station Play Factory

Elbow Slide

Braille Picture Panel

Gear Panel

Wavy Rung

Village Seat Panel with Play Table

Roof

Incline Crawl Tube

Bubble Panel

Talk Tubes

Ladder Panel

Steering Wheel

(4) Palm Trees



Stand Alone Specified in RFP

Arch Swing

Ball Roller

Egg Seat

8 ft. Climber

Bidder's Choice

Bidder's Choice

Additional Play Feature

PPLT Equivalent Stand Alone

Arch Swing

Triple Hoop (Promotes upper body strength, as well as coordination, and is a great introduction to the game of basketball for children of all abilities)

Wobble Sphere

Tikes of Steel

Solo Spinner

Spring Hammer

Biba (See attached description of the interactive fun the Biba provides)

**Subject: U.S. Consumer Product Safety Commission (CPSC), ASTM F 1487
Safety Performance Specification Standard, IPEMA Certification and
The Americans with Disabilities Act**

PlayPower LT Ferrisburg, Inc. is committed to providing challenging and safe playground equipment for children of all ages around the world. We fully support the CPSC's Handbook for Public Playground Safety guidelines and to the best of our professional knowledge, PlayPower LT currently meets and/or exceeds all pertinent and applicable recommendations of the guidelines.

With the concern for the children's safety, PlayPower LT is fully committed to support the continued development of the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

In the interest of public playground safety, IPEMA (International Play Equipment Manufacturers Association) provides a 3rd Party Certification program whereby a designated independent laboratory validates a manufacturer's certification of compliance to the ASTM F1487 Standard. PlayPower LT's products have been validated by IPEMA and are certified to ASTM F1487.

In addition to complying with the guidelines and standards, PlayPower LT designs its play equipment and playground layouts to the requirements of the ADA (Americans with Disabilities) Play Area Rules.



Playgrounds Fun & Easy!

Product Warranty Statement

Revised December 1, 2010

Subject to the limitations, exclusions and provisions set out herein PlayPower LT Farmington, Inc. warrants its products, under normal use and proper maintenance, as follows:

Limited One-Year Warranty – On all products against failure due to defects in material and workmanship.

Limited 100-Year Warranty - On all aluminum posts, steel posts, stainless steel hardware and KidBuilders® steel clamps against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.

Limited 50-Year Warranty - On the impact attenuation performance of LandSoft® Rubber Mulch safety surfacing when maintained to Little Tikes Commercial specifications.

Limited 15-Year Warranty - On all rigid main play structure plastic, steel, and vinyl coated components against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.

Limited 10-Year Warranty - On all ShadeBuilders® steel frames against failure due to corrosion, deterioration or faulty workmanship.

Limited 10-Year Warranty - On LandSoft® Rubber Mulch color fastness.

Limited 8-Year Warranty - On the impact attenuation performance and appearance of LandSoft Synthetic Turf safety surfacing when maintained to Little Tikes Commercial specifications.

Limited 5-Year Warranty - On all ShadeBuilders fabric due to rot, UV deterioration (shades of red are limited to 3 years) or defective workmanship.

Limited 5-Year Warranty - On all coated steel rope cables and Matrix® steel cables against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.

Limited 5-Year Warranty - On all Clever Climbers™ polyethylene sides, enclosures, main structure, decks, and plastic components against failure caused by defects in materials and workmanship.

Limited 3-Year Warranty - On KidTiles®, KidTimbers® Border Panels, Playground Sculptures and all KidRiders® products (excluding spring assemblies) against structural failure due to defects in materials and workmanship.

Limited 3-Year Warranty - On all Learning Lab™ Sensory Tables and Tot Tree plastic components against failure caused by defects in materials and workmanship.

Limited 1-year Warranty - against structural failure due to defects in materials or workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing bearings, chains, trolleys, springs, flexible climbers, and play panel mechanisms.

LIMITATIONS, EXCLUSIONS AND ADMINISTRATION

1. The warranty periods set out above shall begin on the date products are shipped from Seller's facility. Repaired and/or replaced products are warranted through the expiration of the original warranty period.
2. Seller's Limited Warranty extends only to the original purchaser/end user of products from Seller or Seller's authorized reseller ("Original Purchaser"). It is not transferable to anyone who subsequently purchases products from the Original Purchaser.

2



Playworx Playsets

REFERENCES

WITH LIST OF SIMILAR PROJECTS

Entity	Description	Date	Reference	Projects	Contact Information
Gwinnett County Schools	Provided and installed well over \$1,000,000 in playgrounds over the past 10 years	2006 to current	Michael Swafford Operations Manager	Various new schools and existing schools	437 Old Peachtree Rd NW Suwanee GA 30024 678-301-6288 Mike_Swafford@gwinnett.k12.ga.us
Cherokee County Schools	Provided and installed well over \$1,000,000 in playgrounds over the past 10 years	2008 to current	Randy Evans Facilities Director	Various new schools and existing schools	200 Mountain Brook Ct Canton GA 30115 770-721-8441 randy.evans@cherokee.k12.ga.us
Dekalb county Schools	Provided and installed well over \$1,000,000 in playgrounds over the past 10 years	2006 to current	Elizabeth Epstein Design Manager	Various new schools and existing schools	1780 Montreal Road Tucker GA 30084 678-676-1516 Elizabeth_Epstein@dekalbschools.ga.org
Savannah-Chatham County Schools	Provided and installed approximately \$1,000,000 in current playgrounds	2015 to current	Timothy Sparks	Various new schools and existing schools	208 Bull Street Rm 316 Savannah GA 31401 678-672-9890 Timothy.Sparks@parsons.com

CONSENT
AGENDA ITEM # _____

2

City of Acworth	Designed, provided and installed 2 new playgrounds \$475,000	2013 And 2016	James Albright	Coubla and Logan Farm Park	4762 Logan Rd Acworth GA 30101 770-917-1234 jalbright@acworth.org
Athens Clarke County	Designed, provided and installed new custom playground \$800,00 plus various projects over the last 10 years	2016	Keith Sanders Splot Project Administrator	World of Wonders Whit Davis Athens, GA	801 S College Ave Su 101 Athens GA 30601 706-613-8052 Keith.Sanders@athensclarkecounty.com

CONSENT
 AGENDA ITEM # 2

little tikes

COMMERCIAL

Playgrounds Fun & Easy!™

CERTIFICATE
OF
FACTORY INSTALLATION CERTIFICATION

PLAYWORX PLAYSETS, LLC
Woodstock, Georgia

has successfully completed the requirements to be recognized as a
Playworx Little Tikes Armington, Inc Factory Certified Installer

January 2009



Tammy Gigenberger
Vice President, Operations

CONSENT ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Parks and Recreation

2. MEETING DATE:
January 25, 2018

3. REQUESTED MOTION/ACTION:

Staff's recommendation is to approve the most responsive low bid from PPLT Farmington Inc. C/O Playworx Playsets, LLC in the amount of \$44,427.45.

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 15, 2018, Staff received five (5) sealed bids for the Frank Brown Park Little Rascals Playground Project for Ages 4 and Under. PPLT Farmington Inc. C/O Playworx Playsets, LLC was the most responsive low bid in the amount of \$44,427.45. Please see attachment.

In Attachment B of the Bid Packet you will find the planned Frank Brown Park Little Rascals Playground location. With City Council approval, this Little Rascals Playground project is planned to be completed by March 31, 2018. This Playground project is Handicap Accessible.

After this project is complete, handicap accessible playground surfacing will be installed.

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 PPLT Farmington Inc. C/O Playworx Playsets, LLC the Frank Brown Park Little Rascals Playground Project bid in the amount of \$44,427.45.

CONSENT
AGENDA ITEM # 2

RESOLUTION 18-49

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.

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 PPLT Farmington Inc. c/o Playworx Playsets, LLC relating to the purchase of playground equipment for the Frank Brown Park Little Rascals Playground in the basic amount of Forty Four Thousand Four Hundred Twenty Seven Dollars and Forty Five Cents (\$44,427.45), 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 18-49
CONSENT
AGENDA ITEM # _____

2

**CITY OF PANAMA CITY BEACH
 BID TABULATION**

Bidder	Address	Information	Price
JA Dawson	PO Box 1178 Pelham, AL 35124	Little Rascals Playground	\$53,241.00
Playworx Playsets	810 Holly Ridge Canton, GA 30115	Little Rascals Playground	\$44,427.45
Rep Services	581 Technology Park Ste 1009 Lake Mary, FL 32746	Little Rascals Playground	\$50,291.00
Playmore West	10271 Deer Run Farms Rd Fort Meyers, FL 33966	Little Rascals Playground	\$65,773.00
Advanced Recreational Concepts	3125 Skyway Circle Melbourne, FL 32934	Little Rascals Playground	\$64,151.00

CONSENT
 AGENDA ITEM # 3

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 1/11, 2018.

Frank Brown Park Little Rascals Playground

The Undersigned, as Bidder, hereby declares that they have examined the proposed 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 Little Rascals Playground in complete accord with the described and reasonably intended requirements of this request for proposals and the specifications submitted by Bidder to satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further agrees hereby to complete the Frank Brown Park Little Rascals Playground install by **March 31, 2018**, with liquidated damages thereafter of \$200.00 per day.

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

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

SUMMARY DESCRIPTION OF THE UNIT AND LUMP SUM PRICE:

Summary description of the proposed Little Rascals Playground:

The Little Rascals Playground, designed for fun for children of all abilities, ages 4 and under, consists of over (20) connected play events (8) stand-alone play features, and (2) swing bays. In addition, we are including a complimentary Bonus interactive play feature, Biba!

Note: A detailed description not exceeding 10 pages, will include a photograph/sketch/drawing of the playground and a written description of the warranty of equipment meeting the minimum requirements of the bid specs must be attached to this Proposal.

Lump sum price for the Frank Brown Park Little Rascals Playground: \$ 44,427.45

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

Name of SUPPLIER: PPLT Farmington Inc c/o Playworx Playsets, LLC

ADDRESS: 810 Holly Ridge CITY: Canton STATE: GA ZIP: 30115

EMAIL ADDRESS: dave@playworx.com PHONE: (404) 427-5270

SIGNATURE - (Confirming all information above is correct) [Signature]

Print Name: Elizabeth Hamm and Print Title Assistant Office Manager



(866) 502-5013

Playworx.com

Little Rascals COMMERCIAL

Playgrounds Fun & Easy!

Playworx Playsets, LLC
David Howard
2550 Sandy Plains Rd
Suite 225 #348
Marietta, GA



Little Rascals Playground

CONSENT
AGENDA ITEM #

ew



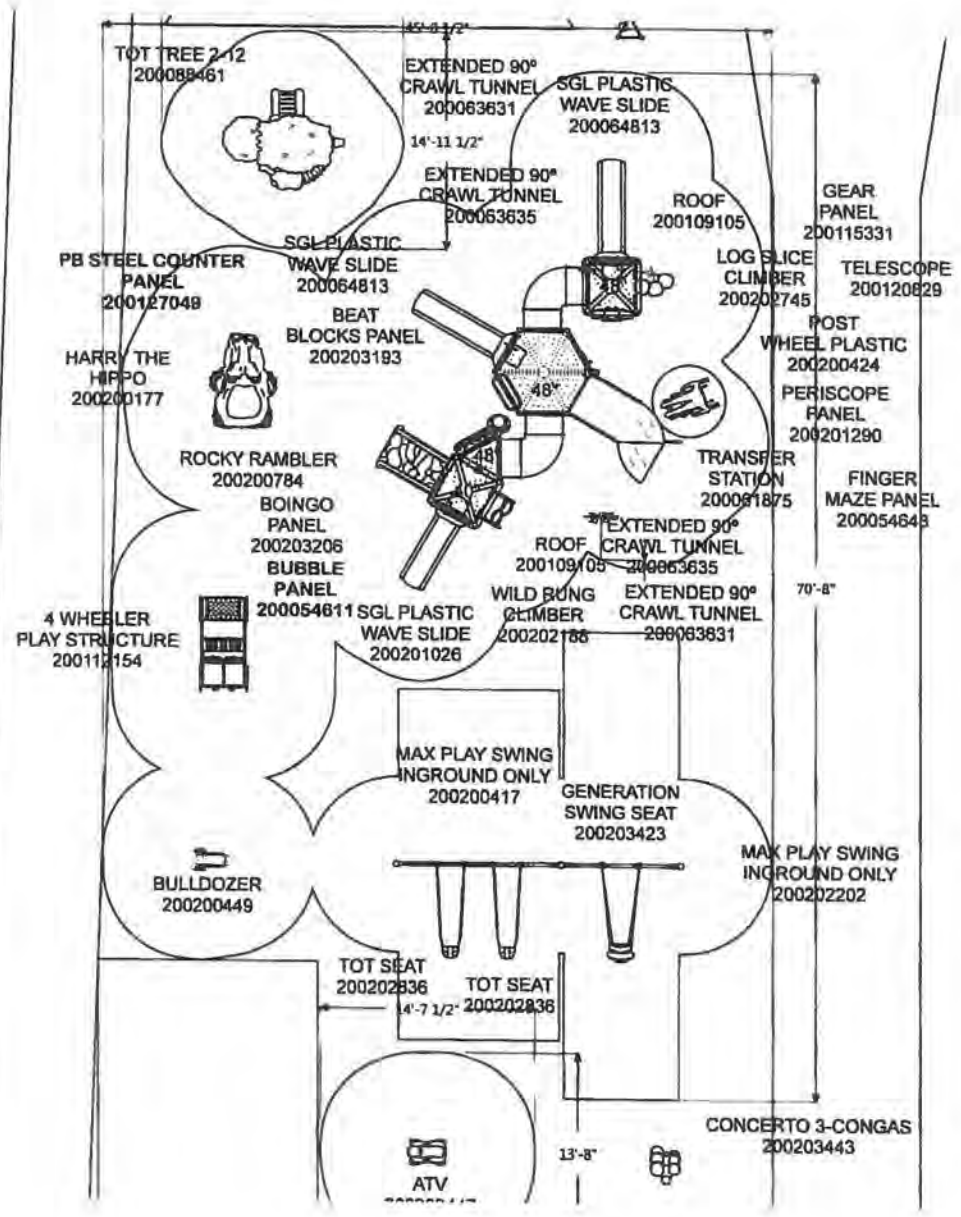
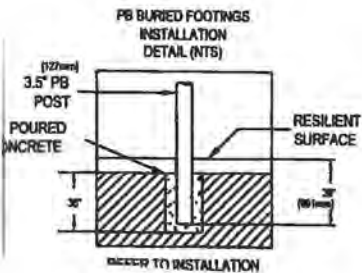
3
CONSENT
AGENDA ITEM #

-5yrs 6-12 yrs 2-12yrs (3+ yrs)

As Americans with Disabilities Act (ADA) may require at you make your park and/or playground accessible in its entirety. Please consult your legal counsel to determine if the ADA applies to you. All playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components. Deck heights are measured from top of ground cover. If absorbing ground cover is required under and around all play equipment. A minimum recommended fall zone around the entire structure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.). Post lengths are identified by text showing the post heights. i.e. 96 represents a 96 inch post. If all equipment may be appropriate for all children, supervision is required.

GROUP 2-5	11 REQ'D	0	12	16
EXTENDED PLAY ACTIVITIES - TOTAL	11	0	12	16
EXTENDED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	11	0	12	16
EXTENDED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0	0	12	16
GROUND LEVEL ACTIVITY TYPE	12	0	12	16
GROUND LEVEL QUANTITY	16	0	12	16

Child Capacity: 59



CONSENT
AGENDA ITEM #

3

Play Events Specified in RFP

(3) Glide Slides

(4) 90 Degree Bend Tunnels

Steering Wheel

Solar Climber

Slide and Learn Panel

Oval Panel (Deck) and Store Panel (Ground)

Transfer Station Steps

Ribbon Climber

Rock Climber

Bubble Panel

Drum

Bell Panel

Additional Play Event

Additional Play Event

Additional Play Event

PPLT Equivalent Play Events

(3) Wave Slides

(4) 90 Degree Extended Crawl Tunnels

Steering Wheel

Log Slice Climber

Gear Panel

Periscope Panel (Deck and Ground Level)

Transfer Station Steps

Wavy Rung Climber

Rocky Rambler

Bubble Panel

Boingo Panel

Beat Block Panel

Telescope

Finger Maze Panel

Counter Panel

CONSENT

AGENDA ITEM #

3

Stand Alone Specified in RFP

Stationary Feature with 3 Play Events

Equipment with Slide

Toddler Climber Tunnel

Stationary 4 Wheel Jeep

Stationary Climb on Motorcycle

Bongo Drums

Additional Play Event

Swing Bay with (2) Tot Seats

Swing Bay with (1) Parent and Child Seat

Additional Play Feature

PPLT Equivalent Stand Alone

Windy Days

Tot Tree

Harry the Hippo

4 Wheeler

ATV (Optional Stationary or Spring)

Concerto 3 Conga

***Bulldozer (Optional Stationary or Spring)

Swing Bay with (2) Tot Seats

Swing Bay with (1) Generation Seat

***Biba (See attached description of the interactive fun the Biba provides) ***

Subject: U.S. Consumer Product Safety Commissions (CPSC), ASTM F 1487
Safety Performance Specification Standard, IPEMA Certification and
The Americans with Disabilities Act

PlayPower LT Farmington, Inc. is committed to providing challenging and safe playground equipment for children of all ages around the world. We fully support the CPSC's Handbook for Public Playground Safety guidelines and to the best of our professional knowledge; PlayPower LT currently meets and/or exceeds all pertinent and applicable recommendations of the guidelines.

With the concern for the children's safety, PlayPower LT is fully committed to support the continued development of the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

In the interest of public playground safety, IPEMA (International Play Equipment Manufacturers Association) provides a 3rd Party Certification program whereby a designated independent laboratory validates a manufacturer's certification of compliance to the ASTM F1487 Standard. PlayPower LT's products have been validated by IPEMA and are certified to ASTM F1487.

In addition to complying with the guidelines and standards, PlayPower LT designs its play equipment and playground layouts to the requirements of the ADA (Americans with Disabilities) Play Area Rules.

CONSENT
AGENDA ITEM # 3



Playgrounds Fun & Easy!

Product Warranty Statement
Revised December 1, 2010

Subject to the limitations, exclusions and provisions set out herein PlayPower LT Farmington, Inc. warrants its products, under normal use and proper maintenance, as follows:

- Limited One-Year Warranty - On all products against failure due to defects in material and workmanship.
Limited 100-Year Warranty - On all aluminum posts, steel posts, stainless steel hardware and KidBuilders® steel clamps against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.
Limited 50-Year Warranty - On the impact attenuation performance of LandSoft® Rubber Mulch safety surfacing when maintained to Little Tikes Commercial specifications.
Limited 15-Year Warranty - On all rigid main play structure plastic, steel, and vinyl coated components against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.
Limited 10-Year Warranty - On all ShadeBuilders® steel frames against failure due to corrosion, deterioration or faulty workmanship.
Limited 10-Year Warranty - On LandSoft® Rubber Mulch color steadfastness.
Limited 8-Year Warranty - On the impact attenuation performance and appearance of LandSoft Synthetic Turf safety surfacing when maintained to Little Tikes Commercial specifications.
Limited 5-Year Warranty - On all ShadeBuilders fabric due to rot, UV deterioration (shades of red are limited to 3 years) or defective workmanship.
Limited 5-Year Warranty - On all coated steel rope cables and Matrix® steel cables against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.
Limited 5-Year Warranty - On all Clever Climbers™ polyethylene slides, enclosures, main structure, decks, and plastic components against failure caused by defects in materials and workmanship.
Limited 3-Year Warranty - On KidTiles®, KidTimbers® Border Panels, Playground Sculptures and all KidRiders® products (excluding spring assemblies) against structural failure due to defects in materials and workmanship.
Limited 1-Year Warranty - On all Learning Lab™ Sensory Tables and Tot Tree plastic components against failure caused by defects in materials and workmanship.
Limited 1-year Warranty - against structural failure due to defects in materials or workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing bearings, chains, trolleys, springs, flexible climbers, and play panel mechanisms.

LIMITATIONS, EXCLUSIONS AND ADMINISTRATION

- 1. The warranty periods set out above shall begin on the date products are shipped from Seller's facility. Repaired and/or replaced products are warranted through the expiration of the original warranty period.
2. Seller's Limited Warranty extends only to the original purchaser/end user of products from Seller or Seller's authorized reseller ("Original Purchaser"). It is not transferable to anyone who subsequently purchases products from the Original Purchaser.

CONSENT
AGENDA ITEM # 3



Playworx Playsets

REFERENCES

WITH LIST OF SIMILAR PROJECTS

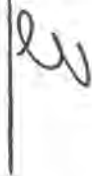
Entity	Description	Date	Reference	Projects	Contact Information
Gwinnett County Schools	Provided and installed well over \$1,000,000 in playgrounds over the past 10 years	2006 to current	Michael Swafford Operations Manager	Various new schools and existing schools	437 Old Peachtree Rd NW Suwanee GA 30024 678-301-6288 Mike_Swafford@Gwinnett.k12.ga.us
Cherokee County Schools	Provided and installed well over \$1,000,000 in playgrounds over the past 10 years	2008 to current	Randy Evans Facilities Director	Various new schools and existing schools	200 Mountain Brook Ct Canton GA 30115 770-721-8441 randy.evans@cherokee.k12.ga.us
Dekalb county Schools	Provided and installed well over \$1,000,000 in playgrounds over the past 10 years	2006 to current	Elizabeth Epstein Design Manager	Various new schools and existing schools	1780 Montreal Road Tucker GA 30084 678-676-1516 Elizabeth.Epstein@dekalbschools.ga.org
Savannah-Chatham County Schools	Provided and installed approximately \$1,000,000 in current playgrounds	2015 to current	Timothy Sparks	Various new schools and existing schools	208 Bull Street Rm 316 Savannah GA 31401 678-672-9890 Timothy.Sparks@parsons.com

CONSENT
AGENDA ITEM #

[Handwritten signature]

City of Acworth	Designed, provided and installed 2 new playgrounds \$475,000	2013 And 2016	James Albright	Cauble and Logan Farm Park	4762 Logan Rd Acworth GA 30101 770-917-1234 jalbright@acworth.org
Athens Clarke County	Designed, provided and installed new custom playground \$800,00 plus various projects over the last 10 years	2016	Keith Sanders Splost Project Administrator	World of Wonders Whit Davis Athens, GA	301 S College Ave Su 101 Athens GA 30601 706-613-3052 Keith.Sanders@athensclarkecounty.com

CONSENT
AGENDA ITEM #



little tikes

COMMERCIAL

Playgrounds Fun & Easy!™

CERTIFICATE
OF
FACTORY INSTALLATION CERTIFICATION

PLAYWORX PLAYSETS, LLC
Woodstock, Georgia

Has successfully completed the requirements to be recognized as a
Playworx Corporation, Inc Factory Certified Installer

January 2009



Tammy Guggenbeiger
Vice President, Operations

CONSENT ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Stormwater/Kelly Jenkins

2. MEETING DATE:

1/25/2018

3. REQUESTED MOTION/ACTION:

Approve the construction agreement for the Sea Oats Drainage Improvements Phase 1 project FY - 2018 with GAC Contracting, in the amount not to exceed \$463,000.00.

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)

Design was performed by McNeil Carroll Engineering, Inc. in 2017 under the Master Services Agreement (MSA). This project was added to the capital improvement list after the storm event in 2013 and is currently up for construction work to be performed this fiscal year. Due to budgetary constraints this project will be completed in phases. This project will give positive discharge on Sea Oats Drive during rainfall events to help flooding issues in this area. The Contractor shall provide all materials, equipment and labor to complete the project.

A solicitation for construction bids was publicly advertised and three bidders responded. Bids were publicly opened on January 18, 2018 at 2:30pm. After reviewing the bids, all bidders were deemed responsive and McNeil Carroll Engineering, Inc. recommends and staff agrees that the construction Bid be awarded to the low bidder, GAC Contracting, Inc. The Base Bid came back in the amount of \$421,520.62. However, staff allowed for additive alternatives to bring the not to exceed total to \$463,000.00. These alternatives include potential construction additions due to utility conflicts and roadway repairs. This project is currently budgeted and the proposed expenditure is within budget.

Attached is a copy of the engineer of records recommendation, bid tabulation, a draft agreement, and a drawing of improvements showing Phase 1.

CONSENT
AGENDA ITEM #

4

RESOLUTION 18-50

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 I OF THE SEA OATS DRAINAGE IMPROVEMENT PROJECT.

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 GAC Contractors, Inc., relating to the Sea Oats Drainage Improvements, Phase I, in an amount not to exceed Four Hundred Sixty Three Thousand Dollars (\$463,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this ____ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-50

CONSENT
AGENDA ITEM # _____

4

**MCNEIL—
—CARROLL**
ENGINEERING, INC.
PROFESSIONAL ENGINEERING CONSULTANTS

January 18, 2018

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

Re: Sea Oats Drainage – Phase 1
Award Recommendation
Panama City Beach, Florida
MCEI File No. 245.30

Dear Ms. Jenkins,

McNeil Carroll Engineering, Inc. received bids from three (3) contractors for the **Sea Oats Drainage – Phase 1** project on January 18, 2018.

A certified bid tabulation sheet is attached and labeled as **Exhibit A**.

After a thorough review of all bids, it was determined that all of the bidders were deemed responsive and that GAC Contractors was the lowest responsive bidder. Therefore, we recommend that the City of Panama City Beach (City) award Gac Contractors the contract for \$421,520.62.


The Notice of Award and Agreement (**Exhibit B**) are enclosed and are to be executed if the City Commission approves our recommendation.

In addition, two copies of each bid package received are included as **Exhibit C**.

Should you have any questions or require clarification, please do not hesitate to call.

Respectfully,

McNeil Carroll Engineering, Inc.


Robert Carroll, P.E.
Vice President

SEA OATS DRAINAGE IMPROVEMENTS

SEALED BIDS DUE: January 18, 2018 2:30 pm Panama City Beach City Hall Annex

MCEI Project # 24530

COMPANY	TOTAL LUMP SUM BID	Bid Bond	Drug-Free	Trench Safety	Public Entity Crimes	Addenda
GCUC	\$ 627,750	✓	✓	✓	✓	✓
Sixes Concrete	\$ 492,574	✓	✓	✓	✓	✓
GAC	\$ 421,520.62	✓	✓	✓	✓	✓

SECTION 00050
AGREEMENT

THIS AGREEMENT, made this 25th day of January, 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 North Hwy 231, Panama City, Florida 32404 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below) in connection with the construction of the **PANAMA CITY BEACH – SEA OATS DRAINAGE IMPROVEMENTS – PHASE 1** (Project), to be located in Bay County, Florida, in accordance with the Drawings and Specifications prepared by **McNEIL CARROLL ENGINEERING, INC.**, 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 will achieve Substantial Completion of the Work within _____ consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by the CONTRACTOR within the time period set forth in Section 15 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$200.00 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.

SEA OATS – DRAINAGE IMPROVEMENTS
PROJECT NO. 245.30

AGREEMENT 00050-1

CONSENT
AGENDA ITEM # _____

4

- a. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the not to exceed sum of \$463,000.00 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").
4. 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. SUBMISSION OF WORK SCHEDULE (SECTION 00801)
 17. PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL (SECTION 00802)
 18. SPECIAL PROVISIONS (SECTION 01046)
 19. PERMITS AND FEES (SECTION 01065)
 20. REFERENCE STANDARDS (SECTION 01095)
 21. SPECIAL PROJECT PROCEDURES (SECTION 01100)
 22. ENVIRONMENTAL PROTECTION (SECTION 01110)
 23. SUBMITTALS (SECTION 01300)
 24. CONSTRUCTION PHOTOGRAPHS (SECTION 01380)
 25. MOBILIZATION/DEMobilIZATION (SECTION 01505)

- 26. CONTRACT CLOSEOUT (SECTION 01705)
- 27. SITEWORK (SECTIONS 02110, 02200, AND 02211)
- 28. MECHANICAL (SECTIONS 15061, 15062, 15063, 15070, AND 15101)
- 29. APPENDICES (APPENDICES A THROUGH H)
- 30. PLANS prepared by McNeil Carroll Engineering, Inc.
- 31. ADDENDA
 - No.1, dated January 15, 2018.
 - No.2, dated _____, 2018.
 - No.3, dated _____, 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."

- 5. 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.
- 6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 7. This Agreement shall be governed by the laws of the State of Florida.
- 8. 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

SEA OATS – DRAINAGE IMPROVEMENTS
 PROJECT NO. 245.30

AGREEMENT 00050-3

CONSENT
 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.

9. 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.
10. 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.
11. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
12. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
13. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

14. For this Project, the OWNER has designated a Project Representative to assist the OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by the OWNER for this Project, shall be Robert Carroll, P.E. of McNeil Carroll Engineering, Inc.
15. 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.
16. **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
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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 \$3,000,000, each occurrence and aggregate as required by the OWNER.

4

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 Derwin R. White
TITLE _____

ADDRESS: 4116 HWY 231 North
Panama City, FL. 32404

Employer Identification
Number _____

END OF SECTION

CONSENT ITEM 5



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	<input type="checkbox"/>
PUBLIC HEARING	<input type="checkbox"/>
CONSENT	<input checked="" type="checkbox"/>
REGULAR	<input type="checkbox"/>

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

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.

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 ____ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-51

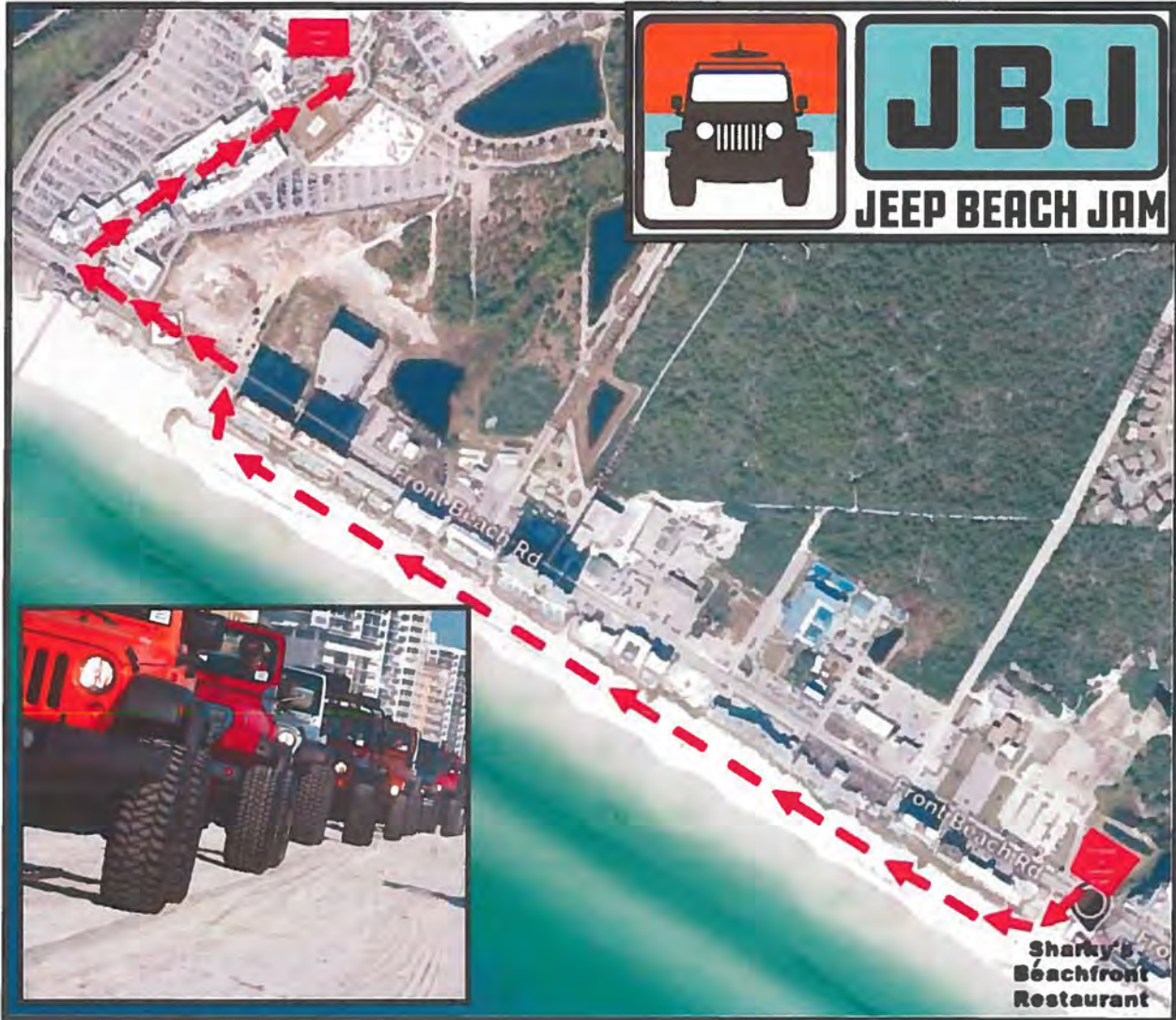
CONSENT
AGENDA ITEM # _____

5



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 the our US Armed Forces. There's no wonder jeepers have made it the fastest growing & most popular JBJ Activity.



JBJ
JEEP BEACH JAM

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

CONSENT ITEM 6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

January 25, 2018

3. REQUESTED MOTION/ACTION:

Approve the repair of a vertical turbine pump from the City wastewater treatment plant in the amount of \$16,928.80.

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)

Attached for your information is a proposal from AAG Electric Motors & Pumps, Inc. to repair a large City owned vertical turbine pump. It is one of three identical pumps the City has installed at its wastewater treatment plant (WWTP) to move treated wastewater to the reclaimed water storage tanks for irrigation use or to the reject pond. Each year, one of the pumps is pulled for inspection and routine servicing. The combined labor and materials charge for this work has usually not exceeded the City Manager's purchasing authority of \$10,000, but this year the cost for repairs on this particular pump totals \$16,928.80. The breakout of parts (\$9,903.80) and labor (\$7,025.00) appears to still be within the City Manager's authority.

By way of comparison, replacing most of the pump except for the discharge head would cost in excess of \$50,000. Staff recommends approval of the pump repairs by AAG and further recommends the City Council authorize the City Manager to issue a purchase order in the amount of \$16,928.80 for the repair work.

CONSENT
AGENDA ITEM # 6

RESOLUTION 18-56

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.

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 AAG Electric Motors & Pumps, Inc., relating to repair of a vertical turbine pump for the City's wastewater treatment facility, in the amount of of Sixteen Thousand Nine Hundred Twenty Eight Dollars and Eighty Cents (\$16,928.80), 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 18-56

CONSENT
AGENDA ITEM # _____

6



AAG Electric Motors & Pumps, Inc.
 2340 Industrial Drive
 Panama City, Florida 32405
 850-763-9386

January 17, 2018

City of Panama City Beach
 Attn: Kevin

AAG Job # 20193

AAG Services is pleased to offer the following quote for your consideration.

PUMP REPAIR

Peerless 24MA, s/n 9927007288-10-B

1ea. New Upper Line Shaft 1.9375"x 70" 416ss	\$ 1,150.00
1ea. New Intermediate Line Shaft 1.9375"x76" 416ss	\$ 1,150.00
1ea. New Impeller Shaft 2.4375"x57" 416ss	\$ 2,010.00
1ea. New Stuffing Box	\$ 1,580.00
1ea. New Stuffing Box Bearing	\$ 225.00
1ea. New 16" Spider with 1.9375" Cutless Bearing	\$ 1,127.00
3ea. Stainless Steel Threaded Shaft Couplings	\$ 448.80
1ea. New Suction Bowl Bearing	\$ 325.00
1ea. New Lower Bowl Bearing	\$ 350.00
1ea. New Upper Bowl Bearing	\$ 350.00
1ea. New Lower Dirt Cap	\$ 168.00
<u>2ea. New Stationary Wear Rings Bowl</u>	<u>\$ 1,020.00</u>
Total Parts	\$ 9,903.80

TNEMEC Coating Interior and Exterior of Pump	\$ 1,550.00
Sandblast Complete Pump Housing and Bowl Assembly	\$ 1,100.00
Shop Labor: Disassemble, Clean and Blast Parts, Dynamic Balance	
<u>Impeller, Machine Work, Assemble, and Deliver</u>	<u>\$ 4,375.00</u>
Total Labor	\$ 7,025.00

If you have any questions, please do not hesitate to contact me.
 Thank you,
 Keith Gay

REGULAR ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

LEGAL

2. MEETING DATE:

JANUARY 25, 2018

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION CALLING FOR REFERENDUM ON 3 CHARTER AMENDMENTS, AND SETTING BALLOT LANGUAGE FOR THOSE AMENDMENTS

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)

OVER THE PAST THREE MONTHS, THE COUNCIL HAS PASSED THREE ORDINANCES (1438, 1439, AND 1448) PROPOSING AMENDMENTS TO THE CITY'S CHARTER. THOSE ORDINANCES ARE NOT EFFECTIVE UNTIL APPROVED BY A MAJORITY OF ELECTORS VOTING AT A REFERENDUM ON THE AMENDMENTS PRESENTED. THE CITY'S NEXT MUNICIPAL ELECTION IS SCHEDULED FOR APRIL 17, 2018, AND STAFF HAS PREPARED A RESOLUTION CALLING FOR THE CITY'S REFERENDUM ON ITS CHARTER AMENDMENTS TO BE HELD IN CONJUNCTION WITH THAT ELECTION.

THE RESOLUTION ALSO SETS FORTH THE BALLOT LANGUAGE ON THE THREE AMENDMENTS PROPOSED AND PROVIDES FOR PUBLICATION OF THE REFERENDUM IN THE NEWS HERALD AND ON THE CITY'S WEBSITE.

STAFF RECOMMENDS APPROVAL AND IMMEDIATE TRANSMITTAL OF THE APPROVED RESOLUTION TO THE SUPERVISOR OF ELECTIONS.

AGENDA ITEM # 1

RESOLUTION 18-52

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, CALLING FOR A REFERENDUM ON THE FOLLOWING THREE QUESTIONS CAPTIONED: "AUTHORIZING THE CITY TO USE COMPETITIVE BIDS OBTAINED WITHIN FIVE YEARS BY OTHER GOVERNMENTAL AGENCIES", "AUTHORIZING THE CITY COUNCIL TO EXCHANGE OR SWAP BEACH ACCESS EASEMENTS IN CERTAIN CIRCUMSTANCES", AND "CLARIFYING CITY'S DUTY TO COMPETITIVELY BID PURCHASES EXCEEDING \$10,000 PER ANNUM"; SETTING THE DATE OF THE REFERENDUM TO BE APRIL 17, 2018, AND PROVIDING FOR NOTICE THEREOF; ESTABLISHING THE BALLOT TITLES AND QUESTIONS FOR THE REFERENDUM; AUTHORIZING THE CITY MANAGER TO MAKE SUCH CORRECTIONS AND AMENDMENTS AS MAY BE NECESSARY TO ACCOMPLISH THE PURPOSES OF THIS RESOLUTION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City Council proposes to amend certain provisions of the Charter of the City, which amendments are subject to approval by the electors at a referendum, and

WHEREAS, the upcoming Super Tuesday election provides an opportunity for the City to present these proposed amendments to the electorate;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida, that the referendum shall be held on April 17, 2018, on the following questions:

QUESTION ONE

TITLE: AUTHORIZING THE CITY TO USE COMPETITIVE BIDS OBTAINED WITHIN FIVE YEARS BY OTHER GOVERNMENTAL AGENCIES.

QUESTION: WHETHER THE CITY SHALL BE AUTHORIZED TO "PIGGYBACK" THE PURCHASE OF GOODS AND SERVICES ON THE SAME TERMS AND CONDITIONS AS BIDS OBTAINED WITHIN THE PAST FIVE YEARS BY

THE UNITED STATES OF AMERICA, THE STATE OF FLORIDA OR A COUNTY, MUNICIPALITY OR SPECIAL DISTRICT OF THE STATE OF FLORIDA, WITHOUT THE CITY ITSELF ADVERTISING FOR BIDS.

YES-FOR APPROVAL _____

NO-FOR REJECTION _____

QUESTION TWO

TITLE: AUTHORIZING THE CITY COUNCIL TO EXCHANGE OR SWAP BEACH ACCESS EASEMENTS IN CERTAIN CIRCUMSTANCES.

QUESTION: WHETHER THE CITY COUNCIL SHALL BE AUTHORIZED TO ABANDON A BEACH ACCESS EASEMENT IN EXCHANGE FOR AND UPON THE DEDICATION OF AN EQUIVALENTLY SIZED AND PROXIMATELY LOCATED BEACH ACCESS EASEMENT, WITHOUT A REFERENDUM.

YES-FOR APPROVAL _____

NO-FOR REJECTION _____

QUESTION THREE

TITLE: CLARIFYING CITY'S DUTY TO COMPETITIVELY BID PURCHASES EXCEEDING \$10,000 PER ANNUM.

QUESTION: WHETHER THE CITY SHALL BE AUTHORIZED TO PURCHASE GOODS OR SERVICES COSTING LESS THAN \$10,000 IN A FISCAL YEAR WITHOUT COMPETITIVELY BIDDING SUCH PURCHASE. THIS AMENDMENT WOULD ALLOW THE CITY TO ENTER MULTI-YEAR AGREEMENTS WHICH REQUIRE EXPENDITURES LESS THAN \$10,000 IN A FISCAL YEAR BUT MORE THAN \$10,000 OVER THAT MULTIYEAR PERIOD, WITHOUT COMPETITIVELY BIDDING.

YES-FOR APPROVAL _____

NO-FOR REJECTION _____

BE IT FURTHER RESOLVED that notice of the referendum shall be given by

publication of notice in substantially the form of the foregoing questions once in the week of March 12, 2018, and once in the week of March 26, 2018, in the Panama City News Herald, a newspaper of general circulation in Bay County Florida, and by the posting of said notice on the City's website www.pcbgov.com during the months of March and April, 2018.

AND BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to make such corrections and amendments to the ballot, schedule, and matters resolved herein as may be necessary to accomplish the purposes of this Resolution.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED, APPROVED, AND ADOPTED in regular session this _____ day of _____, 2018.

CITY OF PANAMA CITY BEACH, FLORIDA

By _____
MIKE THOMAS, MAYOR

ATTEST:

CITY CLERK

REGULAR ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

1/25/2018

3. REQUESTED MOTION/ACTION:

The City Council is requested to approve the purchase of one (1) service truck for the Building Division from AutoNation Dodge in the amount of \$26,272.75

4. AGENDA

PRESENTATION	<input type="checkbox"/>
PUBLIC HEARING	<input type="checkbox"/>
CONSENT	<input type="checkbox"/>
REGULAR	<input checked="" type="checkbox"/>

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

The proposed truck to benefit the Building Division was not budgeted for 2018. However, recently (December 2017) the City has hired a new Building Inspector (Mark McWaters) to replace the open position due to Tyson Scott being promoted to the Building Code Administrator position. The current truck (2013 Chevy Silverado) used to conduct building inspections will be utilized by the new inspector. Due to high volume of new construction, re-roofs, remodels, repairs and alteration projects going on within the City, the Building Code Administrator will also be conducting inspections in the field requiring a vehicle to accommodate the various job sites and projects throughout the City.

After seeking 3 bids, staff recommends that the City Council approve the purchase of the vehicle from AutoNation Dodge in Pembroke Pines, Florida.

RESOLUTION 18-53

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF 2018 RAM 1500 QUAD CAB 4WD, FROM AUTONATION CHRYSLER DODGE JEEP RAM PEMBROKE PINES IN THE BASIC AMOUNT OF \$26,272.75; AND ADOPTING A BUDGET AMENDMENT TO FUND THE PURCHASE.

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 accept and deliver on behalf of the City that certain Agreement between the City and Autonation Chrysler Dodge Jeep Pembroke Pines, relating to the purchase of a 2018 RAM 1500 Quad Cab Truck for the Building Department, in the basic amount of Twenty Six Thousand, Two Hundred Seventy Two Dollars and Seventy Five Cents (\$26,272.75), 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.
2. The following budget amendment (# 7) 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 25th day of January, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-53

AGENDA ITEM # 2

REGULAR ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PLANNING/MEL LEONARD

2. MEETING DATE:

JANUARY 25, 2018

3. REQUESTED MOTION/ACTION:

APPROVE FIRST READING OF ORDINANCE 1446 AMENDING LDC TO REPLACE UNDEFINED TERM "LOW DENSITY RESIDENTIAL" WITH DEFINED TERM "SINGLE FAMILY RESIDENTIAL"

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 7.02.03 of the City's Land Development Code related to the Front Beach Road Overlay District contains the undefined phrase "Low Density Residential." Staff recommends replacement of that phrase with the defined term "Single Family Residential."

This matter will be presented to the Planning Board for recommendation at their February 12 meeting. If approved by the Council on first reading, and thereafter recommended by the Planning Board, staff will prepare notice and publication of a second reading and public hearing at the Council's February 22 meeting.

ORDINANCE NO. 1446

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; REPLACING USES OF THE UNDEFINED TERM "LOW DENSITY RESIDENTIAL" WITH THE DEFINED TERM "SINGLE FAMILY RESIDENTIAL"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Sections 7.02.03C, E and H of the Land Development Code of the City of Panama City Beach related to the Front Beach Road Overlay District, is amended to replace the undefined term "Low Density Residential" with the defined term "Single Family Residential" as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

C. Overlay Districts Established

To carry out the purposes and intent of this subsection, the following Overlay Districts are established as shown on the corresponding areas of the Official **Zoning Map**:

1. **FBO-1** – the intent of this district is to establish appropriate standards for low intensity, predominantly **Residential** areas with relatively low **Building Heights**.
2. **FBO-2** – the intent of this district is to establish appropriate standards for transitional areas between high-rise tourist-based **Development** and abutting **Single Family Low-Density-Residential** districts. These areas have relatively low **Building Heights** in proximity to **Single Family Low-Density Residential** districts and FBO-1 districts, but allow for greater heights as distance increases.
3. **FBO-3** – the intent of this district is to establish appropriate standards for areas where high-rise tourist **Development** is allowed on the north side of Front Beach Road and the north side of South Thomas Drive.
4. **FBO-4** – the intent of this district is to establish appropriate standards for areas where high-rise tourist **Development** is allowed on the south side of Front Beach Road and the south side of South

Page 1 of 3

Thomas Drive.

...

E. Density/Intensity

Maximum density of **Residential Dwelling Units** as measured in **Dwelling Units** per acre and maximum intensity for non-residential **Development** as measured by **Floor Area Ratio** shall be determined by the standards of the underlying zoning district except as modified herein. Maximum densities may not be achievable on sites abutting **Single Family Low-Density-Residential** districts or due to other site constraints. Where maximum densities are not achievable, the **City** has no obligation to provide density or intensity bonuses or deviate from any standards to provide the maximum density or intensity. Density or height bonuses provided herein are intended to promote better **Building** and site designs that will achieve the purposes of these districts.

...

H. Building Height and Podium Standards

1. Table 7.02.03.H establishes the minimum and maximum **Heights** for **Buildings** in each of the FBO districts in terms of feet.
2. In each of the districts, additional height may be achieved through incentives established in Section 4.02.02E.
3. Table 7.02.03.I establishes standards for upper **Stories** that are built on top of the **Building** podium or base **Stories**, which are defined in terms of maximum feet (**Stories**). Illustrations following the exhibit are conceptual only and are not intended to mandate the position of upper **Stories** on the podium, provided, however that in the FBO-3 and FBO-4 districts, the side **Setbacks** shall be increased by at least fifteen (15) feet above the lesser height of one hundred twenty (120) feet or ten (10) **Stories**. The **City Manager** is authorized to modify the **Setback** and podium standards for **Buildings** receiving height incentives to provide architectural flexibility while achieving the purposes of the FBO-3 and FBO-4 districts and retaining the net impact of reducing the average floor area of all **Stories** above the required podium by twenty-five (25) percent of the ground floor area.
4. In a FBO-2 or FBO-3 district, **Buildings** thirty-five (35) feet tall or taller shall be set back from an FBO-1 or **Single Family Low-Density-Residential** district at least one hundred (100) feet. Starting at a distance of one hundred (100) feet from the applicable district boundary, **Building Height** may be increased to forty-five (45) feet. Beyond two hundred (200) feet, **Building Height** may be increased from forty-five (45) feet by one (1) foot for every one (1) foot increase in **Setback**. See Figure 7.02.03.A.

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

SECTION 3. The appropriate officers and agents of the City are authorized

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

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

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

Mike Thomas, MAYOR

ATTEST:

Jo Smith, 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__.

Page 3 of 3

AGENDA ITEM # 3

REGULAR ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

January 25, 2018

3. REQUESTED MOTION/ACTION:

Approve a Task Order with Dewberry Engineers, Inc. for surveying and engineering services related to extending the City reclaimed water transmission system on PCB Parkway to Cauley Avenue.

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 Utility Department budgeted funds to extend a reclaimed water transmission main along Panama City Beach Parkway approximately 1.4 miles to the Cauley Avenue intersection. It will make reclaimed water available for irrigation use at the new Sports Park, the proposed school and the planned expansion of Breakfast Point subdivision. Funding for the construction project will be from a combination of wastewater impact fees and grants. A grant funding request from the Northwest Florida Water Management District for the design and permitting phase was submitted and subsequently approved for \$50,000, conditioned upon the City providing matching funds. A copy of the grant agreement is attached for your review, along with a proposed budget amendment to accept the funds.

Staff requested a proposal from Dewberry Engineers to provide the necessary survey, engineering and permitting effort for the reclaimed transmission main extension. Attached for your review is their proposal as Attachment A under the current Master Services Agreement for Professional Utility Engineering services (General Water and Sewer and Reclaimed Utility). Staff has reviewed the proposal and finds that the requested fee of \$110,620 is in line with the work effort. Also attached for your review is a draft Exhibit B, Combined Task Order and Notice To Proceed, that would be executed upon City Council approval. Staff recommends approval of the Task Order and Budget Amendment. The project is budgeted for completion over the next two fiscal years. Staff will also apply for grant funding to assist with construction of the estimated \$1.1 million reclaimed water main project.

WHY - To allow the City Manager to execute the Task Order GWSRU 2018-01 between the City and Dewberry Engineers for surveying, engineering and permitting services related to extending the City's reclaimed water transmission system.

WHAT - Completion of the necessary surveying, engineering and permitting scope to support the improvement of critical City utility assets and provide for growth in reclaimed irrigation service capacity.

RESOLUTION 18-54

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER # GWSRU 2018-01 TO THE MASTER SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC. RELATED TO SURVEYING, ENGINEERING AND PERMITTING SERVICES FOR THE EXTENSION OF A RECLAIMED WATER MAIN ON PANAMA CITY BEACH PARKWAY IN THE AMOUNT OF \$110,620; AUTHORIZING A BUDGET AMENDMENT TO RECORD THE RECEIPT OF GRANT FUNDS FOR THIS PROJECT; 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 to deliver and execute on behalf of the City that certain Task Order # GWSRU 2018-01 to the Master Services Agreement for Professional Utility Engineering Services (General Water and Sewer and Reclaimed Utility) between the City and Dewberry Engineers, Inc., relating to surveying, engineering and permitting services for extension of reclaimed water transmission main along Panama City Beach Parkway, in the basic amount of One Hundred Ten Thousand Six Hundred Twenty Dollars (\$110,620), 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 (# 8) 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 of a \$50,000 grant awarded for this project.
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 25th day of January, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. GWSRU 2018-01

DATE: January __, 2018

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS INC. (formerly PREBLE-RISH, INC.) RELATING TO PROFESSIONAL UTILITY ENGINEERING SERVICES (General Water and Sewer and Reclaimed Utility) dated April 8, 2014, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to **Panama City Beach Parkway Reclaimed Water System Extension**.

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

a stipulated sum of **\$110,620**; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
 Allowance of \$ _____ for _____, and
 Allowance of \$ _____ for _____; or
 a fee determined on a time-involved basis with a maximum cost of \$ _____;

Work shall begin on January __, 2018, and shall be completed within One Hundred Fifty (150) calendar days. The date of completion of all work is therefore _____, 2018. Liquidated delay damages, if any, are set at the rate of \$0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

DEWBERRY ENGINEERS, INC.

By: _____ Date: _____
Its:

CITY OF PANAMA CITY BEACH, FL.

ATTEST:

By: _____ Date: _____
City Manager

City Clerk

Exhibit A

AGENDA ITEM # _____

4

January 10, 2018

Via Email at ashortt@pcbgov.com

Attn: Al Shortt, PE, Utilities Director
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

RE: Panama City Beach Parkway Reuse System Extension

Dear Mr. Shortt:


Dewberry Engineers Inc. (Dewberry) is pleased to submit the following proposal to the City of Panama City Beach in order to provide surveying, design, permitting, and construction engineering and inspection services for the Panama City Beach Parkway Reuse System Extension Project.

The project shall include extending the existing 20" reuse main along Hwy 98/Emerald Coast Parkway from east of North Glades Trail to the entrance road of the Sports Complex at the Cauley Avenue Intersection.

Dewberry | Preble-Rish will provide these professional services for the City of Panama City Beach for a lump sum fee of **\$110,620.00** under the Master Services Agreement Between the City of Panama City Beach and Dewberry Engineers, Inc. (Formerly PREBLE-RISH, INC.) Relating to Engineering Utility Services (General Water and Sewer and Reclaimed Utility) dated April 8, 2014.

Please see the attached **Task Order 2018-01** defining the scope of services (**Attachment A**). If you have any questions, please give me a call at 850.571.1204. We look forward to working with the City on this project and thank you for the opportunity to be of continued service.

Sincerely,
Dewberry | Preble Rish



Clifford D. Wilson III, P.E.
Vice President

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

cc: Mr. Cliff Wilson, P.E., Vice President, DPR (via e-mail at cwilson@dewberry.com)
Mr. David Bartlett, P.L.S., Survey Manager, DPR (via e-mail at dbartlett@dewberry.com)
Mr. Ray Marsh, Office Survey Coordinator, DPR (via e-mail at rmarsh@dewberry.com)
Mr. Eric Rankin, P.S.M., Survey Manager, DPR (via e-mail at erankin@dewberry.com)
Ms. Missy Ramsey, CPA, Accounting/Finance, DPR (via e-mail at mramsey@dewberry.com)

C:\Users\cwilson\Desktop\Shortt 01 10 18 Sports Complex Reuse Project.docx

Attachment A

**CITY OF PANAMA CITY BEACH
PANAMA CITY BEACH PARKWAY REUSE SYSTEM EXTENSION
DEWBERRY | PREBLE-RISH**

SGWSRU
TASK ORDER 2018-001

This Task Order is for the purpose of Dewberry | Preble-Rish as the ENGINEER to provide Professional Services for the *Panama City Beach Parkway Reuse System Extension* in the City of Panama City Beach (City) acting by and through its Council under the **MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS INC. (formerly PREBLE-RISH, INC.) RELATING TO UTILITY ENGINEERING SERVICES (General Water and Sewer and Reclaimed Utility) dated April 8, 2014.**

The project shall include the surveying, engineering design and construction inspection required for extending the existing 20" reuse main along Hwy 98/Emerald Coast Parkway from east of North Glades Trail to the entrance road of the Sports Complex at the Cauley Avenue Intersection. This will extend the reuse water system approximately 7,350 LF to the east. The project includes grant funding participation from the NFWMD in the amount \$50,000.00

DESCRIPTION OF PROFESSIONAL SCOPE OF SERVICES

Task A. SURVEYING COORDINATION, DESIGN, BIDDING AND PROCUREMENT SERVICES

1. An engineering professional will provide a topographic survey of the route.
2. It is not anticipated that a right of way survey will be required and is not included in this proposal.
3. Evaluation of existing and publicly available information will be used to approximate the limits of the right of way.
4. The City of Panama City Beach shall be consulted as part of the design process. The City will be consulted prior to initiation of the development design to ensure the City's regulations are met.
5. An engineering professional will provide a design lay out that meets local, State and Federal requirements as they pertain to minimum utility separations.
6. An engineering professional will design the connections to the existing Panama City Beach Utilities.
7. An engineering professional shall also provide a design for the connection to the proposed Sports Fields and Stadium Complex reuse system.
8. Minimal geotechnical data will be provided by an engineering professional to determine groundwater elevations and is included in this proposal.
9. An engineering professional will assist the Owner with soliciting Bids for the project.
10. An engineering professional will evaluate the bids once submitted and make a recommendation to the Owner.
11. An engineering professional will provide the potential contractors a set of the design drawings and answer any questions pertaining to the design.
12. An engineering professional will review bids received on the project and submit a recommendation to the Owner.

Task B. PERMITTING and GRANT COORDINATION (AS NECESSARY)

1. Complete required County, City, ACOE and FDEP/NFWMD permitting, as needed.
2. Respond to all Requests for Additional information.
3. Submit the Certificate of Completion forms to FDEP/NFWMD and the City.

Task C. CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

1. Provide periodic inspection services for an estimated 6-month construction period (no more than 20 hours per week). Should the construction extend beyond these limits, additional fees may be required.
2. Witness required testing and ensure all required testing is completed.
3. Perform Pre-Final inspection.
4. Perform Final Inspection.
5. Review Payment Applications from Contractor.
6. ACEI will prepare and submit weekly and monthly inspection reports.

PROFESSIONAL SERVICES FEES

The services listed above shall be performed for the lump sum fees shown below:

Task A. Topographic Survey, Design, Bidding and Procurement Services	\$70,370.00
Task B. Permitting (as necessary)	\$9,500.00
<u>Task C. Construction Administration and Inspection Services</u>	<u>\$30,750.00</u>
City of Panama City Beach Match	\$60,620.00
NWFWMD Match	(\$50,000.00)

Total Amount	\$110,620.00
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EXCLUSIONS:


The following tasks are not included in this scope of services:

- Right of way surveys
- Contamination Clean-up Services
- Permit Application Fees (as necessary)
- Water and Sewer Modeling (not anticipated)
- Environmental Delineation (not anticipated)

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

DEWBERRY ENGINEERS, INC.
203 Aberdeen Parkway
Panama City, Florida 32405

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

By: 

By: _____

Name: Clifford B. Wilson III, PE.

Name: Mario Gisbert

Title: Vice President

Title: City Manager

Witnessed: 

Witnessed: _____

Date: 1/10/2013

Date: _____

C:\Users\cwilson\Desktop\FRB Segment 2 Additional Services . Att A.doc

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE
CITY OF PANAMA CITY BEACH
GRANT AGREEMENT**

**SPORTS COMPLEX AT BREAKFAST POINT REUSE PROJECT
GRANT AGREEMENT NO.17-073**

This Agreement ("Agreement") is made by and between the Northwest Florida Water Management District ("District"), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333, and the City of Panama City Beach ("Grantee"), a Florida municipality, with an address of 110 South Arnold Road, Panama City Beach, Florida 32413, to provide financial assistance for the Sports Complex at Breakfast Point Reuse Project.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

1. Terms of Agreement

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. References to days in this Agreement shall mean calendar days unless otherwise specified.

2. Period of Agreement

This Agreement shall begin October 1, 2017 and shall remain in effect ending on September 30, 2018. No costs incurred prior to the Period of Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

3. Funding/Invoicing

- A. The District agrees to provide funding not to exceed fifty thousand dollars and NO/100 (\$50,000.00) or fifty percent (50%) of the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**.
- B. The Grantee agrees to contribute match funding meeting or exceeding 50 percent of the total project cost. Match funds expended for the project are considered eligible match beginning with the District fiscal year in which this agreement was executed. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables, identified in **Attachment A**. Invoices may be submitted

no more frequently than monthly, shall reflect actual costs incurred, and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- D. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as **Attachment B**. At a minimum, the invoice and supporting documentation submitted must contain the following information:
- i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
 - ii. A description and total dollar amount of funds being requested, as organized by task;
 - iii. A description and total dollar amount of Grantee expenditures reflecting the required 50 percent match;
 - iv. A narrative description of the work completed for which the funds are being requested, including progress (percent) toward completion of the task;
 - v. A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
 - vi. Supporting documentation of actual expenses and proof of payment for requested grant funds and matching funds, where applicable.
- E. The Grantee shall submit, at a minimum, an invoice for all expenses incurred through the District fiscal year (October 1 – September 30) no later than twenty-one (21) days following the end of the District fiscal year.
- F. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

4. **Available Funding**

The District's performance and obligation to pay under this Agreement are subject to the availability of budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

5. **Progress Reports**

The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next

reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 30 and October 30 each year over the term of the agreement. Progress Reports shall cover the activities completed in the six months preceding the month due (October through March; and April through September, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall have thirty (30) days to review the required reports and deliverables submitted by the Grantee.

6. Final Report

The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

7. Indemnification

The District shall have no liability or responsibility to the Grantee, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project, and the Grantee shall and hereby agrees to release, indemnify and hold harmless the District against any and all injury, loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney's fees and expenses, arising out of, based upon or resulting from the Grantee's use of District funds, whether caused by the negligence of any agent, representative, employee, contractor, invitee, permittee, customer or client of the Grantee, the negligence of another or any other third party, or the negligence of the District.

Notwithstanding the foregoing, the parties acknowledge and agree that Grantee's performance under this Agreement is subject to the provisions of, and limitations in, section 768.28, Florida Statutes. Nothing herein shall be construed as i) a waiver of sovereign immunity of Grantee beyond the waiver provided in 768.28, Florida Statutes; or ii) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto, and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. Default/Termination

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the District regarding the reason(s) for termination.
- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice. If the District

terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

9. Remedies/Financial Consequences

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a 1 percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. Recordkeeping; Audit

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.

11. Subcontracts

The Grantee may subcontract work under this Agreement without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

12. Prohibited Local Government Construction Preferences

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

13. Lobbying Prohibition

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

14. Compliance with Law

C. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

D. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.

15. Notice

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

16. Contacts

The District's Project Manager for this Agreement is identified below:

Christina Coger, Resource Planning Program Manager	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999 x.213
Fax No.:	(850) 539-2777
E-mail Address:	Christina.Coger@nwfwater.com

The Grantee's Project Manager for this Agreement is identified below:

Albert Shortt, P.E., Utilities Director	
City of Panama City Beach	
116 South Arnold Road	
Panama City Beach, FL 32413	
Telephone No.:	(850) 233-5054, x. 2404
Fax No.:	(850) 233-5116
E-mail Address:	ashortt@pcb.gov.com

17. Insurance

To the extent required by law, each contractor shall be required to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this Agreement.

18. Conflict of Interest

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

19. Ownership of Property

The Grantee agrees to own, operate, and maintain any facilities or improvements constructed under this agreement. The Grantee shall ensure that, throughout its useful life, the facilities or improvements are (1) maintained properly and in accordance with applicable federal, state, and local requirements; and (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions to public health and the environment.

20. Amendments

Any amendment to this Agreement must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

21. Discrimination

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may

not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

22. Inspection of Work; Access

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

23. Public Records Access

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the District to perform the services under this agreement.
- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and

subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.

- C. If the Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
 - ii. Upon request from the District’s custodian of public records, Grantee shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to the District, all public records in possession of Grantee or keep and maintain public records required by the District to perform the services under this Agreement. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at ombudsman@nfwwater.com; or by

mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

24. Publicity

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grants the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications.

25. Execution of Counterparts

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

26. Severability

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

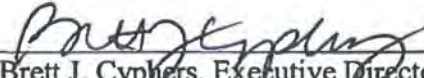
27. Entire Agreement


This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

CITY OF PANAMA CITY BEACH

By: 
Brett J. Cyphers, Executive Director

By: 
~~Mike Thomas, Mayor~~ MARIO GISBERT
CITY MANAGER

Date: 8/11/17

Date: 11/14/17

List of attachments/exhibits included as part of this Agreement:

<u>Attachment</u>	<u>A</u>	<u>Grant Scope of Work (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Template (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Template (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (6 Pages)</u>

**ATTACHMENT A
GRANT SCOPE OF WORK**

PROJECT TITLE: Sports Complex at Breakfast Point Reuse Project

PROJECT LOCATION: The project will be located along US 98 between the intersections of North Glades Trail and Cauley Avenue, Panama City Beach, Florida.

PROJECT BACKGROUND: The Grantee has a 14.0 mgd capacity wastewater treatment plant (WWTP) that discharged 3.9 mgd of wastewater to surface water (wetlands) in 2015. That same year, the city utilized 2.1 mgd in reclaimed water, offsetting water demands at three parks, two schools and 883 residences. The Grantee has also constructed 10 million gallons of reclaimed water storage to meet both peak demands and provide future capacity.

PROJECT DESCRIPTION: The Grantee will survey, design and construct approximately 7,350 linear feet of 20" PVC reclaimed water pipeline and appurtenant structures along US 98 from North Glades Trail to Cauley Avenue. The project will expand reclaimed water availability to the potential new sports complex, existing residences, and future residential and commercial development planned for the Breakfast Point area. District grant funding for this project will contribute to the survey, design, permitting and construction management portions of the project only, with construction funding to be secured from other sources. Construction activities may extend beyond the timeframe of this agreement and are not required to be completed under this scope of work. Construction management activities shall only be allowed for construction activities that begin and are partially or fully completed within the Period of Agreement.

TASKS and DELIVERABLES:

Payment Request Schedule for All Tasks: Grantee may submit a payment request for cost reimbursement of expended costs no more frequently than once per month. The interim deliverable(s) and/or final deliverable(s) must be submitted and accepted in writing by the District's Project Manager prior to payment request approval. If partial payment is requested prior to completion of tasks below, a narrative summary of the task progress as indicated by percent complete, as well as any specific interim deliverables listed, must be submitted to the District's Project Manager.

Task 1: Design and Permitting

Task Description: The Grantee will procure professional surveying and engineering services in accordance with state law. The Grantee will complete the survey and design of approximately 7,350 linear feet of reclaimed water pipeline and appurtenant structures along US 98 from North Glades Trail to Cauley Avenue and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable 1a: An electronic copy of the draft design at 60% completion submitted to the District's Project Manager for review prior to submittal of the final design.

Performance Standard: The District's Project Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation.

Deliverable 1b: An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

Performance Standard: The District's Project Manager will review the final design to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation.

Deliverable 1c: A list of all required permits identifying issue dates and issuing authorities submitted to the District's Project Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard: The District's Project Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Scope of Work and this task description.

Task 2: Project Management and Construction Administration

Task Description: The Grantee will perform project management and construction administration to include: bid preparation and solicitation, field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the District's Project Manager provided prior to submitting any invoices for the subcontracted work. 2) Electronic copy of bid package including advertisement, response to questions, bid tabulation, written notice of selected contractor and copy of executed subcontract(s); 3) Field notes, photo documentation, meeting agendas, and any reports associated with the management of the project. 4) Signed statement from a Florida Licensed Professional Engineer indicating construction progress to date has been completed in accordance with the design.

Performance Standard: The District's Project Manager will review the interim and/or final deliverables to verify that they meet the specifications in the Grant Scope of Work and this task description.

Task 3: Progress and Final Reports

Task Description: Per Sections 5 and 6 of this Agreement, the Grantee will complete Progress Reports throughout the Agreement period and a Final Report no later than the end of the Agreement. The reports shall describe, at a minimum: the work performed during the reporting period; problems encountered; problem resolution; schedule updates; and proposed work for the next reporting period. The final report shall also include a summary of the entire project; a financial summary of total project costs; project results; project successes; and lessons learned.

Deliverable 3a: An electronic copy of the Progress Report, in word processing or pdf format, submitted to the District's Project Manager for review. Upon request, the Grantee shall provide a paper copy of the Progress Report.

Performance Standard: The District's Project Manager will review the submitted Progress Report to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation into the next report.

Deliverable 3b: An electronic copy of the Final Report, in word processing or pdf format, submitted to the District's Project Manager for review. Upon request, the Grantee shall provide a paper copy of the Final Report.

Performance Standard: The District's Project Manager will review the submitted Final Report to verify that it meets the specifications in the Grant Scope of Work and this task description. The Grantee shall provide any additional information or response to comments on the Final Report.

PROJECT TIMELINE: All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The anticipated start and end dates may vary, as long as all deliverables and tasks are completed by the end of the agreement.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1a	60% Design	10/1/2017	3/30/18	
1b-c	Final Design and List of Permits	10/1/2017	9/30/2018	
2	Project Management	10/1/2017	9/30/2018	
3a	Progress Report	10/1/2017	9/30/2018	4/30/2018
3b	Final Report	10/1/2017	9/30/2018	By 10/21/2018

PROJECT BUDGET SUMMARY: The total cost of the project is estimated at \$111,000. Grant funding through this Agreement will not exceed \$50,000, as indicated below, and is available for costs to complete the project including design, surveying, permitting, construction management, project management, travel to sites, and administrative fees. Reimbursable expenses for mileage to complete Task 2 in accordance with section 112.061, F.S., to include submission of the claim on the approved District or state travel voucher or electronic means, are allowable." Costs per category are estimates and may vary, with District Project Manager approval, so long as the total grant funds expended are not exceeded.

Task No.	Task Description	Budget Category	Grant Funding	Match Funding
1a-b	Survey and Design	Contractual Services	\$36,000	\$36,500 \$34,370
1c	Permitting		\$2,500	\$2,500 \$7,000
2	Project Management and Construction Administration		\$11,500	\$22,000 \$19,250
Total			\$50,000	\$61,000 \$60,620.
Grand Total			\$111,000	\$110,620.00

**ATTACHMENT B
PAYMENT REQUEST TEMPLATE**

[Grantee, Address, Logo, etc.]

INVOICE

Date	Invoice Period	Invoice No.

Bill To: Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333 Attn: Accounts Payable AccountsPayable@nfwfwater.com
--

**Project: NFWFMD Contract Number 17-073
Sports Complex at Breakfast Point Reuse Project**

Date	Item/Activity	Description	Total Expended
Total Invoice Request			\$0.00

Limit of grant agreement		\$000,000.00
Amount previously paid		\$000,000.00
Amount due this invoice		\$000,000.00
<hr/>		
Amount of grant agreement remaining after this invoice (Line 1-(Line 2+Line 3)		\$000,000.00
 Total Match required	\$00,000,000.00	
Match amount for this invoice	\$00,000,000.00	XX%
Total Match to date	\$00,000,000.00	XX%

Signature of Administrator/Clerk

Date.

Summary of Activities Completed for Project #: _____; Invoice # _____

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If partial completion, must include percent complete]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the [insert project title; NFWFMD Contract Number __-__].

Signature

Date

Name (print)

Invoice Submittal Checklist	
Invoice containing:	
	Grantee name, address, phone
	Project name
	Contract number
	Invoice number
	Invoice date
	Invoice period
	Summary of activities being invoiced (date, brief description, cost)
	Summary of match (if applicable)
	Signature of Administrator/Clerk ¹
Additional required items:	
	Cover letter with signature of Administrator/Clerk ¹
	Detailed description of activities
	Detailed cost backup documentation ² - grant
	Detailed cost backup documentation ² - match
	Any other items required in agreement
	Project manager/engineer certification

¹Only one signature needed, either on invoice or cover letter.

²Examples of cost backup documentation include: copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

**ATTACHMENT C
PROGRESS REPORT TEMPLATE**

[Project name & contract #]
Progress Report [or Final Report]
 [Report start date] through [report end date]

Summary of Requirements below – delete before submitting

Progress Reports: The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Progress reports shall be submitted electronically to the District’s Project Manager by April 30 and October 30 each year over the term of the agreement. Progress reports should cover the activities completed in the six months preceding the month due (October through March; and April through September, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District’s Project Manager shall have thirty (30) days to review the required reports and deliverables submitted by the Grantee.

Final Report: The Grantee will complete a Final report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District’s Project Manager with the final invoice, no later than the end of the Agreement period.

1. Description of project work completed during the reporting period [including contracting, design, etc.];
 - May include: design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions;
3. Work plan and schedule for next phase of project up to the next Progress Report or Final Report. Note any changes to anticipated schedule outlined above; and

Task	Anticipated Completion Date

4. Summary of construction and total project costs to date, itemized by major component.
 - May be text and/or table

**ATTACHMENT D
SPECIAL AUDIT REQUIREMENTS**

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District," NFWFMD," or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://www.cfda.gov/>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at

<https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:
Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's

Internet Data Entry System which can be found at:
<https://harvester.census.gov/facweb>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

By Mail:
Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:
Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

- C. The Auditor General's Office at the following address:

By Mail:
State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at one of the following addresses:

By Mail:

Inspector General

Northwest Florida Water Management District

Office of the Inspector General

81 Water Management Drive

Havana, Florida, 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1578	2017-2018	37.037	Water Management District Operations	\$50,000	N/A

Total Award				\$50,000	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://www.cfda.gov/>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

AGENDA ITEM #

4

REGULAR ITEM 5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
UTILITY DEPARTMENT/LEGAL

2. MEETING DATE:
JANUARY 25, 2018

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 18-57 approving the purchase of vacant land at 118 Deluna Place for future sewer lift stations.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

The utility department needs to acquire sites for future sewer lift stations as part of a long-range plan to provide sewer service in the Laguna Beach residential area between Front Beach Road and Back Beach Road. A master plan for the project has been developed and staff has identified potential sites on currently vacant lots that are conducive for allowing a gravity sewer system to be constructed in a cost-effective manner. The owner of a vacant parcel at 118 Deluna Place listed in MLS for \$150,000 has agreed to sell the lot to the City for \$120,000. This price is \$7,000 above the appraised range of values. Staff believes the \$7,000 difference above the appraised value range would be offset by higher costs that would occur by selecting an alternate site that results in a deeper pipe installation. Legal counsel has prepared and obtained the necessary signatures from both parties to contract for the purchase, contingent upon the City Council approving the transaction. This parcel would serve Basin #3 of 3 total basins in the project area.

Attached is a copy of the proposed Vacant Land Contract. Staff has reviewed the contract, and recommends Council approval of the purchase of the parcel from Kenneth and Jennifer Purvis in the amount of \$120,000.

The land acquisitions for future lift stations, and expansion of existing stations, are currently budgeted and the proposed expenditure is within budget.

WHY – To allow the City Manager to contract to purchase vacant land for a future lift station site.

WHAT – Allow the Utility department to acquire a suitable site prior to it being developed.

RESOLUTION 18-57

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF VACANT LAND ON DELUNA PLACE FOR \$120,000 FROM KENNETH AND JENNIFER PURVIS; 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 Kenneth S. Purvis and Jennifer C. Purvis relating to the purchase of vacant land located at 118 Deluna Place, in the basic amount of One Hundred Twenty Thousand Dollars (\$120,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Res 18-57

AGENDA ITEM # 5

1. **Sale and Purchase:** Kenneth S. Purvis and Jennifer C. Purvis ("Seller")
and City of Panama City Beach, Florida ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")

described as:
Address: 118 Deluna Place, Panama City Beach, Florida.
Legal Description: _____
Parcel as described on Attached Exhibit A

SEC ___/TWP ___/RNG ___ of Bay County, Florida. Real Property ID No.: 37242-020-000
including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency).....\$ 120,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Hand Arendall Harrison Sale LLC
Escrow Agent's Contact Person: Kevin D. Obos
Escrow Agent's Address: 304 Magnolia Avenue, Panama City, FL 32401
Escrow Agent's Phone: 850-769-3434
Escrow Agent's Email: kobos@hsmclaw.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)
 accompanies offer
 will be delivered to Escrow Agent within _____ days (3 days if left blank)
after Effective Date\$ _____
(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 within _____ days (10 days if left blank) after Effective Date
 within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____
(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____
(d) Other:\$ _____
(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds\$ 120,000.00

(f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is lot acre square foot other (specify): _____
prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before January 19, 2018, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on January 31, 2018 ("Closing Date"), unless specifically
extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 7 pages.
VAC-10 Rev 9/14 © Florida Association of Realtors®

- 51 **5. Financing: (Check as applicable)**
- 52 (a) **Buyer** will pay cash for the Property with no financing contingency.
- 53 (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
- 54 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
- 55 Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
- 56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
- 58 Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
- 59 returned.
- 60 (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
- 61 or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
- 62 adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
- 63 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and **Broker** fully
- 64 informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65 disclose all such information to **Seller** and **Broker**.
- 66 (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
- 67 **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
- 68 follows: _____
- 69 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
- 70 forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
- 72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
- 74 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
- 75 to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
- 77 **Seller** will make the loan.
- 78 (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
- 79 _____
- 80 LN# _____ in the approximate amount of \$ _____ currently payable at
- 81 \$ _____ per month, including principal, interest, taxes and insurance, and having a
- 82 fixed other (describe) _____
- 83 interest rate of _____% which will will not escalate upon assumption. Any variance in the
- 84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
- 85 purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
- 86 the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
- 87 failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
- 88 **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.
- 89 **6. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
- 90 contract, may assign but not be released from liability under this contract, or may not assign this contract.
- 91 **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
- 92 deed special warranty deed other (specify) _____, free of liens, easements,
- 93 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
- 94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95 other matters to which title will be subject) _____
- 96 provided there exists at closing no violation of the foregoing.
- 97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99 **Seller** will deliver to **Buyer**, at
- 100 (Check one) **Seller's** **Buyer's** expense and
- 101 (Check one) within _____ days after Effective Date at least _____ days before Closing Date,
- 102 (Check one)
- 103 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
- 105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
- 106 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
- 107 **Buyer** within 15 days after Effective Date.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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AGENDA ITEM # 5

- 108 • (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
- 109 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy
- 110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
- 111 will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy
- 112 effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
- 113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,
- 114 then (1) above will be the title evidence.
- 115 • (b) **Title Examination:** After receipt of the title evidence, Buyer will, within _____ days (10 days if left blank)
- 116 but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable
- 117 to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and
- 118 • Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
- 119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice
- 120 of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured
- 121 within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after
- 122 receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept
- 123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
- 125 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
- 126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
- 127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
- 128 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).
- 129 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with

131 conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or

132 permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

- 133 (a) **Inspections: (Check (1) or (2))**
- 134 • (1) **Feasibility Study:** Buyer will, at Buyer's expense and within _____ days (30 days if left blank)
- 135 ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine
- 136 whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer
- 137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
- 138 investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the
- 139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
- 140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
- 141 consistency with local, state, and regional growth management plans; availability of permits, government
- 142 approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be
- 143 rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all
- 144 documents Buyer is required to file in connection with development or rezoning approvals. Seller gives
- 145 Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the
- 146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its
- 147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will
- 148 indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature,
- 149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
- 150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
- 151 work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien
- 152 being filed against the Property without Seller's prior written consent. If this transaction does not close,
- 153 Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and
- 154 return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller
- 155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's

157 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice

158 requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"

159 condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to

160 Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

- 161 • (2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including
- 162 being satisfied that either public sewerage and water are available to the Property or the Property will be
- 163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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- 164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
 166 contingent on **Buyer** conducting any further investigations.
- 167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 169 expired or if Paragraph 8(a)(2) is selected.
- 170 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
 172 to improving the Property and rebuilding in the event of casualty.
- 173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
 180 with the shore line of the Property being purchased.
 181 **Buyer** waives the right to receive a CCCL affidavit or survey.

182 **9. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
 184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds
 185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
 186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the
 187 costs indicated below.

188 (a) **Seller Costs:**
 189 Taxes on deed
 190 Recording fees for documents needed to cure title
 191 Title evidence (if applicable under Paragraph 7)
 192 Other: *Seller to pay the prorated property taxes and any arrears now due.*

193 (b) **Buyer Costs:**
 194 Taxes and recording fees on notes and mortgages
 195 Recording fees on the deed and financing statements
 196 Loan expenses
 197 Title evidence (if applicable under Paragraph 7)
 198 Lender's title policy at the simultaneous issue rate
 199 Inspections
 200 Survey
 201 Insurance
 202 Other: *Buyer to pay all closing costs.*

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,
 205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be
 206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**
 208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount
 209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but
 210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be
 211 paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
 212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
 213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
 217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**
 218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**
 219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by
221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
222 closing.
- 223 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in
232 this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and Buyer's deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by
250 this contract, regarding any contingency will render that contingency null and void, and this contract will
251 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received
252 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if
253 delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker
256 unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of Seller, Buyer, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.
- 268 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer
269 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting
270 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also
271 be liable for the full amount of the brokerage fee.

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AGENDA ITEM # 5

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(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

16. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

- (a) Counts Real Estate, Inc. (Seller's Broker) will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify): _____
- (b) N/A (Buyer's Broker) will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of compensation other (specify): _____

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AGENDA ITEM # 5

324* **20. Additional Terms:** _____
 325 This Agreement and purchase is whole contingent upon the Panama City Beach Council voting to approve this
 326 Contract on or before January 25, 2018. If the decision is "yes" this Contract shall continue in full force and effect,
 327 if the decision is "no" Sellers shall return the Escrow Deposit, if any, to the Purchaser and this Contract shall
 328 terminate and neither party shall have any further obligations hereunder.
 329 _____
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____

341 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
 342 **signing.**

City of Panama City Beach, Florida

343* **Buyer:** _____ **Date:** _____

344* **Print name:** City of Panama City Beach, Florida

345* **Buyer:** _____ **Date:** _____

346* **Print name:** _____

347 **Buyer's address for purpose of notice:**

348* **Address:** _____

349* **Phone:** _____ **Fax:** _____ **Email:** _____

350* **Seller:** _____ **Date:** _____

351* **Print name:** Kenneth S. Purvis

352* **Seller:** _____ **Date:** _____

353* **Print name:** Jennifer C. Purvis

354 **Seller's address for purpose of notice:**

355* **Address:** _____

356* **Phone:** _____ **Fax:** _____ **Email:** _____

357* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
 358 **final offer or counter offer.)**

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AGENDA ITEM # _____

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REGULAR ITEM 6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

LEGAL

2. MEETING DATE:

JANUARY 25, 2018

3. REQUESTED MOTION/ACTION:

APPROVE ENGAGEMENT OF TAX ATTORNEY AND ADOPTION OF BUDGET AMENDMENT

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)

Last month a lawsuit was filed challenging the validity of the City's occupational license fee imposed against City merchants, the coverage and defense of which has been declined by the City's insurer. Staff recommends the engagement of special counsel Jim Ervin with Holland & Knight, an experienced tax attorney who is familiar with the City's business tax schedule. The lawsuit, and the legal fees that will be incurred in the defense of this lawsuit, were unforeseen at the beginning of the fiscal year, and staff recommends a budget amended be adopted now to offset an anticipated shortfall in the legal budget arising from this litigation.

RESOLUTION 18-60

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING ENGAGEMENT OF HOLLAND & KNIGHT AND ADOPTING BUDGET AMENDMENT TO OFFSET THESE UNANTICIPATED LEGAL COSTS.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Holland & Knight, relating to legal representation arising from a lawsuit filed by Classy Cycles, Inc. concerning the City's occupational fee for merchants, at the discounted rate of \$550 per hour, 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.

AND BE IT FURTHER RESOLVED that the following budget amendment (#9) is adopted by 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 A to provide sufficient funds for these unforeseen legal fees.

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

Holland & Knight

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January 17, 2018

PRIVILEGED AND CONFIDENTIAL: ATTORNEY-CLIENT COMMUNICATION

Via E-mail (cdavis@HSMcLaw.com)

J. Cole Davis
Hand Arendall Harrison Sale LLC
304 Magnolia Avenue
Panama City, FL 32401

Re: Engagement of Holland and Knight LLP

Dear Mr. Davis:

Thank you for retaining Holland & Knight LLP to represent the City of Panama City Beach, Florida ("City") with regard to the lawsuit filed by Classy Cycles, Inc. against the City (Case Number 17001297-CA, 14th Circuit). Our engagement will involve providing such advice and assistance as you request concerning the merchant tax issues involved in this litigation. We understand that you will be primarily responsible for the conduct of the litigation and that we will take direction from you regarding our involvement in the matter. We look forward to serving the City's needs in this matter and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as counsel and to provide you with certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with the City, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies. As the you will see, we have a policy of requiring an advance fee deposit with respect to the last billing for a particular matter, or if our relationship develops into an ongoing relationship, we credit portions of the advance deposit at appropriate times. Of course, if the advance fee deposit exceeds the amount of our bills, we refund the excess. In this case, we have determined that no deposit is required at this time. We will advise if the need for a deposit arises at a later point in this representation. The firm currently bills my time at the rate \$695 per hour. However, for this engagement, my rate will be discounted to \$550 per hour. To the extent that there is a need for any other firm lawyers, we will advise of this and of their billing rates.

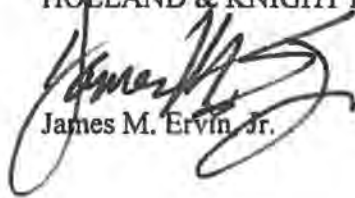
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If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely yours,

HOLLAND & KNIGHT LLP



James M. Ervin, Jr.

JME/sv
Enclosure

Approved this _____ day of January, 2018.

CLIENT NAME: CITY OF PANAMA CITY BEACH, FLORIDA

By: _____

Printed Name: _____

Title: _____

HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees and Billing

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for

retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP

personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.