

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: March 22, 2018
MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- NAVY CHAPLAIN BILL KUNDO, FORMER ARMY MEDIC
- III. PLEDGE OF ALLEGIANCE- COMMANDER JIM DOESCHER, MILITARY ORDER OF THE PURPLE HEART, CHAPTER 794
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF MARCH 8, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS-MAYOR THOMAS
 - 1 "NATIONAL VIETNAM WAR VETERANS DAY PROCLAMATION" PRESENTATION.
 - 2 MR. DEL LEE, AIRPORT AUTHORITY BOARD MEMBER PRESENTATION.
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 *RESOLUTION 18-69, NUISANCE ABATEMENT LIEN, 305 Dogwood Street. "A Resolution of the City of Panama City Beach, Florida, approving an amount of \$1,318.74 to be liened on property located at 305 Dogwood Street for costs incurred by the City to abate nuisances located upon such property; authorizing the appropriate officers of the City to record the lien and notify interested parties of such lien; and approving an immediately effective date."*
- X. REGULAR AGENDA - DISCUSSION/ACTION

OFFICIAL	ITEM
1 KJ	PLAT APPROVAL, WATERFALL PHASE 1 SUBDIVISION, <u>PUBLIC HEARING.</u>
2 MG	ORDINANCE 1451, UPDATING IMPACT FEES, 2 ND READING, <u>PUBLIC HEARING</u> AND ADOPTION.
3 DW	RESOLUTION 18-70, PURCHASE OF NEW POLICE EQUIPMENT AND BUDGET AMENDMENT #14.
4 DW	RESOLUTION 18-71, REPLACEMENT K9 POLICE VEHICLE AND BUDGET AMENDMENT # 15.
5 PC	RESOLUTION 18-72, FDOT SHARED-USE NONMOTORIZED GRANT AGREEMENT GAYLE'S MULTI-USE TRAILS AND BUDGET AMENDMENT #16.
6 ML	ORDINANCE 1449, AMENDING LDC, PARKING LOT AND PARKING GARAGE SETBACKS, 1 ST READING.

7* PC RESOLUTION 18-73, TRIP FUNDS APPLICATION FOR FINAL ENGINEERING DESIGN, CRA SEGMENT 4.1.

XI. **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.

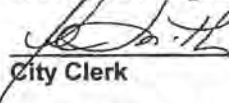
5 ADJOURN.

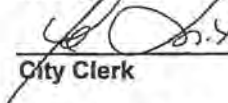
* Action on this item is taken by both the City Council and the City of Panama City Beach Community Redevelopment Agency, jointly and concurrently.

JOHN REICHARD	<u> X </u>	JOHN REICHARD	<u> X </u>
PHIL CHESTER	<u> X </u>	PHIL CHESTER	<u> X </u>
JOSIE STRANGE	<u> X </u>	JOSIE STRANGE	<u> X </u>
HECTOR SOLIS	<u> X </u>	HECTOR SOLIS	<u> X </u>
MIKE THOMAS	<u> X </u>	MIKE THOMAS	<u> X </u>

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.

 3/19/18
City Clerk Date

 3/19/18
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: 3/20/18, 2 P.M.

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

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

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

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on March 8, 2018.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:
JOHN REICHARD
PHIL CHESTER
HECTOR SOLIS

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

Mayor Thomas called the Regular Meeting to order at 6 P.M. with Councilman Reichard, Councilman Chester, and Councilman Solis, City Manager, City Clerk and City Attorney present.

Police Chaplain Pastor John Woodrow of the Gulfview United Methodist Church gave the invocation. He mentioned the loss of Police Sgt. Kevin Kight in the line of duty thirteen years ago and asked for a moment of silence in his memory. Councilman Chester led the Pledge of Allegiance.

Mayor Thomas welcomed the young ladies from the Girl Scouts and announced the upcoming Community Events.

The Minutes of the Regular Meeting of February 22, 2018 were read. Mayor Thomas asked that the Minutes be amended concerning his response to comments made that Police Officers could not be hired because the City proposed to pay the new Public Information Officer twice a Police Officer's salary. He stated that the correct information was that a starting Police Officer's salary was \$17.35 per hour while the proposed Public Information Officer would be \$20.09 per hour due to the educational requirements. There were no objections. **Councilman Chester made the motion to approve the Minutes as amended. Second was by Councilman Solis and the motion passed by unanimous roll call vote of those present recorded as follows:**

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. Mr. Gisbert said that Councilwoman Strange had asked to remove the item concerning food trucks. Mayor Thomas asked the other Council members for their thoughts as traditionally, items were not removed after being advertised because some in the audience might be here to speak on the issue. Councilman Reichard said the previous Council had debated the matter of food trucks at length and the Ordinances in place seemed to be working well. He mentioned their consideration of the "brick and mortar" establishments. The Mayor recommended leaving the Food Trucks on the Agenda.

There were no objections. Councilman Reichard made the motion to approve the Agenda as prepared. Second was by Councilman Chester and the motion passed by unanimous roll call vote of those present recorded as follows:

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

PRESENTATIONS

1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilman Chester introduced Ms. April Shipman and presented her with the Civic Achievement Award for exemplary service to the Beach Boys and Girls Club. He then congratulated April and presented her with a bag from the Council. The audience responded with applause.

2 "GIRL SCOUT WEEK" PROCLAMATIONS AND PRESENTATIONS TO JUNIOR GIRL SCOUT TROOP 756 AND DAISY GIRL SCOUT TROOP 755. Councilman Chester invited the leaders and Junior Girl Scout Troop 756 to the front of the room as he read portions of the Proclamation designating March 12-18, 2018 as "Girl Scout Week". He presented the Proclamation to one of the young ladies and said they were there to earn their "Inside Government" badge. He then invited the Daisy Girl Scout Troop 755 to the front of the room and read portions of the Proclamation. He presented the Proclamation to one of the young ladies and the audience responded with applause.

3 EMPLOYEE MATT SWALES PRESENTATION FOR 25 YEARS OF SERVICE. Councilman Chester invited Mr. Matt Swales to the podium and congratulated him on his 25 years with the City. He presented Mr. Swales with his certificate of Appreciation for his years of service from the Mayor as well as a letter of congratulations from the Civil Service Commission. He also received a Key to the City and lapel pin for his service. Mr. Al Shortt, Utilities Director, commended Mr. Swales for his teamwork and loyalty for his service. The audience responded with applause.

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

Mayor Thomas opened the Public Comments section of the meeting at 6:18 P.M. and invited comments. There were none. He closed the Public Comments section at 6:18 P.M.

CONSENT AGENDA

Ms. Smith read the Consent Agenda Items by title.

1 "WALK HARD 2018 DAY" PROCLAMATION. *"A Proclamation declaring March 14, 2018 as "Walk Hard 2018 Day" in Panama City Beach" recognizing the efforts of the young men from Troy University walking here to raise funds for the Jeep Sullivan's Wounded Warrior Outdoor Adventures.*

2 RESOLUTION 18-68, NUISANCE ABATEMENT LIEN, 302 Azalea Street. *"A Resolution of the City of Panama City Beach, Florida, approving an amount of \$469.12 to be liened on property located at 302 Azalea Street for costs incurred by the City to abate nuisances located upon such property; authorizing the appropriate officers of the City to record the lien and notify interested parties of such lien; and approving an immediately effective date."*

Councilman Reichard made the motion to approve the Consent Agenda. Second was by Councilman Chester and the motion passed by unanimous roll call vote of those present recorded as follows:

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

AMENDED REGULAR AGENDA

ITEM 1 ORDINANCE 1451, UPDATING IMPACT FEES, 1ST READING. Ms. Myers read Ordinance 1451 by title. The Mayor asked if there were any Council questions or comments. There were none. Ms. Myers stated that this was the Fee Schedule presented during the January 25th meeting and recommended at that time. **Councilman Chester made the motion to approve Ordinance 1451. Second was by Councilman Reichard and the motion passed by unanimous roll call vote of those present recorded as follows:**

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

ITEM 2 FOOD TRUCKS- DISCUSSION. Mayor Thomas said no one from the audience spoke so he asked the will of the other Council members. Councilman Chester said everything was in place and Councilman Reichard concurred. Councilman Solis asked the City Manager to elaborate on food truck regulations.

Mr. Gisbert said generally a food truck would draw patrons to their location and draw patrons away from nearby locations. In the effort to protect adjacent landowners, food trucks were restricted to only be permitted for one location per month for only seven days. The food truck must also have access to bathrooms for their customers as well as their staff. Mr. Gisbert said another component was that the food truck must not take up parking which would make the existing location fail their parking requirements. Councilman Reichard said he and Councilwoman Strange were on the previous Council which decided that the regulations were as fair as possible to as many people as possible.

Councilman Solis said many people were pleased with the TDC's food truck event and that he hoped they would be able next time to hold the event for more than one day. Councilman Reichard added that he spoke with an restaurant owner who participated in the event and who reported no problems. There were no further comments.

DELEGATIONS

Mayor Thomas explained the delegations period and opened this portion of the meeting at 6:21 P.M.

1 Mr. Gary Beck, 2601 Beech Street. Mr. Beck said he had no water or electrical service at his home. He spoke of the Constitution.

2 Mr. Tony Horton, 15812 Front Beach Road. Mr. Horton had questions concerning the CRA construction on Front Beach, its slowness, how emergency vehicles navigated the detours, and how bicycles safely went through that area. He also spoke of the unintended consequences to the drinking ban on the sandy beach.

3 Ms. Sara Moon, 123 Heritage Circle. Ms. Moon said she had a boil water notice at her home and asked if the City could send the notices to the affected resident's email addresses. She spoke of neighbors with weakened immune systems who may not know about the boil water precautions.

4 Mr. Burnie Thompson, 301 Lullwater Drive. Mr. Thompson said members of the audience should have a chance to respond after Council answered questions posed by the speakers.

5 Ms. Sheree Crim, 17680 Front Beach Road. She questioned the amounts of funds used for the Bay Parkway Extension and asked for a chart identifying the various amounts.

With no further comments, the Mayor closed the Delegations section of the meeting at 6:30 P.M.

ATTORNEY REPORT

Ms. Myers had no report.

CITY MANAGER REPORT

Mr. Gisbert reported the job vacancies posted on the website as well as the Bid Opening for the Street Resurfacing project. He also announced the meeting for the ranking committee for the Major Wastewater Facilities Statement of Qualifications.

COUNCIL COMMENTS

Mayor Thomas asked Ms. Jenkins to explain the progress of the CRA Segment 2 project. Ms. Jenkins said the project was moving well compared to the delay in the beginning. She explained the underground utilities sequencing which caused delays plus it being the oldest section of the beach. She reported the moving of underground propane tanks. Ms. Jenkins reminded that it was a two year project with anticipated completion February 2019. Councilman Solis asked if the Council members could be kept informed as to the contractor draws to see the completion percentage. Mr. Gisbert explained that the project entailed duplicate water, wastewater, electrical, and data systems while the new lines were installed in order to have continued service. He said the contractor was required to maintain vehicular access at all times during the construction. Ms. Jenkins said the MOT (Maintenance of Traffic) was maintained according to FDOT specifications.

Councilman Reichard said he had asked the same questions concerning the slow progress with the response that the contractor was waiting on the various utilities. He said the contractor encouraged the utility companies to work with them on scheduling because of the two year deadline, and stiff penalties would be due if the project was late. Ms. Jenkins said for the most part, the project was on time even with rain delays and changeorders. Councilman Reichard said this was the same contractor that did the Police Department building, completed on time and One Hundred Thousand Dollars less than bid.

Regarding the Alert Bay program, Mr. Shortt said the City did not collect email addresses to send out the boil water notices and the City was not yet part of the Alert Bay system for utilities. Ms. Moon said she did not want to sign up for Alert Bay and get all their notices. Mr. Shortt explained how Alert Bay could be used for specific areas but that it would require people to register with Alert Bay. Mayor Thomas suggested that the City do so.

Regarding the funding for the Bay Parkway Extension, Mayor Thomas said the County and City attorneys had disagreed with the amount of fuel tax due to the City. He said the Commissioners, Councilors, attorneys and staff agreed to split the difference rather than spending money on lawsuits. The funds from the County would facilitate completing the Bay Parkway Extension quicker. Mr. Gisbert added information about the \$4 Million Dollar FDOT grant that only the County could receive. Councilman Reichard mentioned the City, County and State working in tandem on this project.

Mayor Thomas addressed the comments from Mr. Thompson.

Councilman Chester had no comments. Councilman Solis had no comments. Councilman Reichard addressed comments made by Mr. Thompson.

The meeting was adjourned at 6:40 P.M.

READ AND APPROVED this 22nd of March, 2018.

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

Mayor

ATTEST:

City Clerk

PRESENTATION



~Proclamation~

A PROCLAMATION DESIGNATING
MARCH 29, 2018

AS

“NATIONAL VIETNAM WAR VETERANS DAY”
IN PANAMA CITY BEACH, FLORIDA

- WHEREAS, it was forty-five years ago, on March 29, 1973, that America withdrew its last young men and women from the battlefields of Vietnam, and since the end of that bitter conflict faraway in Southeast Asia, a generation of Americans has come of age to understand the significance of the war; and
- WHEREAS, instead of receiving a welcome fitting for the sacrifices they made for this country, the majority of returning troops were met with criticism and hostility. These men and women fought a losing war on a foreign shore and returned to find that their country did not want them back; and
- WHEREAS, we remember more than 58,000 whose names are memorialized on a black granite wall in our Nation's capital for having borne the heaviest cost of war. We pay tribute to the brave patriots who suffered as prisoners of war, and stand steadfast in the Country's commitment not to rest until we account for the 1,253 heroes who have not yet returned to American soil; and
- WHEREAS, serving with pride and allegiance to the ideals that define our great country, the sacrifices of Vietnam Veterans have been integral to preserving our cherished way of life, and they continue to inspire us with their own lives of personal, professional, and military accomplishment, and it is fitting that all citizens extend their admiration and heartfelt gratitude for such meaningful contributions to our Nation, this State, and their home communities;

NOW, THEREFORE, the City Council of the City of Panama City Beach, does hereby proclaim March 29, 2018 as

“NATIONAL VIETNAM WAR VETERANS DAY”

and urge all citizens to thank our Vietnam Veterans for their service and sacrifice, honor them for answering our Nation's call to duty, and provide them with the heartfelt acknowledgement and gratitude that they and their families so richly deserve.

Mayor Mike Thomas

Councilman John Reichard
Ward 1

Councilman Phil Chester
Ward 2

Vice-Mayor Josie Strange
Ward 3



Councilman Hector Solis
Ward 4

CONSENT AGENDA ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Code Enforcement/James Tindle

2. MEETING DATE:

3/22/2018

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve of the attached Resolution approving an amount of \$1318.74 to be liened on property located at 305 Dogwood Street for costs incurred by the City to abate nuisances on the property.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City incurred costs related to nuisance abatement at 305 Dogwood Street. The work included fence removal, general property clean-up and landscape services.

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

CONSENT
AGENDA ITEM # 1

RESOLUTION 18-69

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$1,318.74 TO BE LIENED ON PROPERTY LOCATED AT 305 DOGWOOD STREET FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council that a lien be assessed against the following property in the amount not to exceed set forth below:

PROPERTY ID NO.	APPARENT OWNERS	ADDRESS	AMOUNT OF LIEN
34284-000-000	Darin Johnson and Dana M. Davis	305 Dogwood Street Panama City Beach, FL 32407	\$1,318.74

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

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 22nd day of March, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

PANAMA CITY BEACH
BUILDING AND PLANNING DEPARTMENT
CODE ENFORCEMENT DIVISION
116 S. Arnold Road, Panama City Beach, FL 32413
850-233-5100 Fax: 850-233-5049

March 23, 2018

CODE ENFORCEMENT
NOTICE OF LIEN FOR NUISANCE ABATEMENT

VIA REGULAR MAIL TO:
Darin Johnson and Dana M. Davis
P.O. Box 9805
Panama City Beach, FL 32417

Current Residents:
305 Dogwood Street
Panama City Beach, FL 32407

And the following interested parties:

Wayne Smith
9095 Jade Lake Road
Pinson, AL 35216

Chuck Perdue
Bay County Tax Collectors office
850 W. 11th Street
Panama City, FL 32401

Re: RE: Parcel Identification Number 34284-000-000

1. Pursuant to Section 15-25 of the City of Panama City Beach Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 305 Dogwood Street, Panama City Beach, FL 32407.
2. The amount of the City's abatement lien is as follows:
Labor \$937.50 (Clean-up and Labor)
Title search report: \$150.00
Postage: \$30.24
Attorney Fees: \$148.50
Recording Fees: \$52.50
TOTAL: \$1,318.74

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as: **LOT 16, BAHAMA HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE(S) 97, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.**

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

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

Dated this _____ day of _____, 20_____.

By: _____

Jo Smith, City Clerk

CONSENT
AGENDA ITEM # 1

REGULAR AGENDA ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

03/22/2018

3. REQUESTED MOTION/ACTION:

Approve the Replat for 33 lots within Waterfall Phase 1 subdivision.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

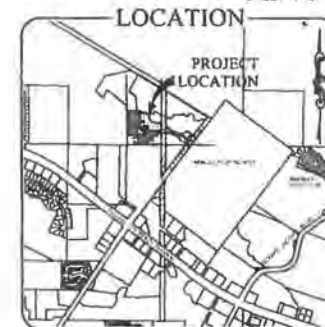
The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The Waterfall Phase 1 subdivision is generally located north of Back Beach Road on the west side of Alf Coleman Road. The site and engineering plans have been approved for this subdivision. Infrastructure has been constructed for the 33 residential lots. The builder wanted to change the floor plan of some of the townhomes from 22' to 20' wide which changed the lot lines of the townhomes from the previous plat. This is why the re-plat was requested; there are no additional lots being added or removed. The public hearing to consider this plat has been publicly advertised and meets the City's advertisement requirements. At the time of this memo, the as-builts have been reviewed by the City. The as-builts show that the utility services do not all fall within the revised lot lines. Therefore, these services will need to be relocated by a Florida licensed utility contractor. A bond in the amount of \$100,000 is required by the date of this plat hearing to ensure these improvements are made to City standards.

Staff has reviewed the subject plat and determined that it meets applicable requirements.

AGENDA ITEM # 1

WATERFALL PHASE I REPLAT

A REPLAT OF LOTS 72 THROUGH 85 AND LOTS 89 THROUGH 107 OF WATERFALL PHASE I
A SUBDIVISION AS PER PLAT BOOK 22, PAGE 38 THROUGH 38 OF
THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND BEING A PORTION OF
SECTION 23, TOWNSHIP 3 SOUTH, RANGE 16 WEST,
PANAMA CITY BEACH, BAY COUNTY, FLORIDA
MARCH 2018



DEDICATION:
SHOW ALL LOTS BY THESE PRESENTS, THAT S.R. HORTON INC., AS OWNER OF THE LAND HEREIN DESCRIBED AND PLATTED, HAVE CAUSED SUCH LOTS TO BE SURVEYED, PERSONALLY REVIEWED AND ENDORSED AS WATERFALL PHASE I REPLAT, THE FRONT AND EASMENTS WERE DEDICATED TO THE PUBLIC BY THE ORIGINAL PLAT OF WATERFALL PHASE I, RECORDED IN PLAT BOOK 22, PAGES 38 THROUGH 38.

DESCRIPTION:
LOTS 72 THROUGH 85 AND LOTS 89 THROUGH 107, WATERFALL PHASE I,
ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 22, PAGE 38 THROUGH 38
OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA.

WITNESS: S.R. HORTON, INC.
PRINTED NAME: BY: D. AND COLEMAN, ASSISTANT VICE PRESIDENT, NORTH GULF COAST
WITNESS: DATE SIGNED

ACKNOWLEDGMENT:
BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED D. AND COLEMAN, ASSISTANT VICE PRESIDENT OF S.R. HORTON, INC., THE OWNER OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, PERSONALLY REVIEWED TO BE THE WHO PRESENTED A VALID POWER OF ATTORNEY AS IDENTIFICATION, AND WHO ACKNOWLEDGED EXECUTION OF THE DEDICATION OF THIS PLAT OF "WATERFALL PHASE I REPLAT", FOR THE PURPOSES HEREIN SET FORTH.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC STATE OF FLORIDA:
MY COMMISSION EXPIRES _____

CONSENT OF MORTGAGEE:
GOLF WATERFALL, LLC, THE MORTGAGEE UNDER THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 2244, PAGE 2520 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, HEREBY JOINS BY AND RATIFIES THE PLAT AND ALL DEDICATIONS HEREON.

SIGNED ON THIS _____ DAY OF _____, 2018.
WITNESS: GOLF WATERFALL, LLC
BY: WILLIAM H. STIMPSON, IT'S MANAGER

ACKNOWLEDGMENT:
BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED WILLIAM H. STIMPSON, MANAGER OF GOLF WATERFALL, LLC, PERSONALLY KNOWN TO ME OR WHO PRESENTED A VALID POWER OF ATTORNEY AS IDENTIFICATION, AND WHO ACKNOWLEDGED EXECUTION OF THIS INSTRUMENT IN CONNECTION OF THIS PLAT OF "WATERFALL PHASE I REPLAT", FOR THE PURPOSES HEREIN SET FORTH.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC STATE OF FLORIDA:
MY COMMISSION EXPIRES _____

CONSENT OF DEDICATOR:
WATERFALL TOWNSHOP OWNERS ASSOCIATION, INC. HEREBY JOINS BY AND RATIFIES THE PLAT AND ALL DEDICATIONS HEREON.

SIGNED ON THIS _____ DAY OF _____, 2018.
WITNESS: WATERFALL TOWNSHOP OWNERS ASSOCIATION, INC.
BY: JEFF MARSHALL, PRESIDENT

CITY COUNCIL APPROVAL:
WE, THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, HEREBY CERTIFY THAT THIS PLAT AND DEDICATION, TOGETHER WITH ALL CERTIFICATES HEREON, HAVE BEEN EXAMINED IN REGULAR SESSION AND DULY APPROVED BY A MAJORITY OF THE COUNCIL, AND HEREBY ORDERED FILED FOR PERMANENT RECORDS THIS _____ DAY OF _____, 2018.

BY: _____, MAYOR
BY: _____, VICE MAYOR

BY: _____, CLERK, MEMBER, WARD 1
BY: _____, CLERK, MEMBER, WARD 2

BY: _____, CLERK, MEMBER, WARD 3
BY: _____, CLERK, MEMBER, WARD 4

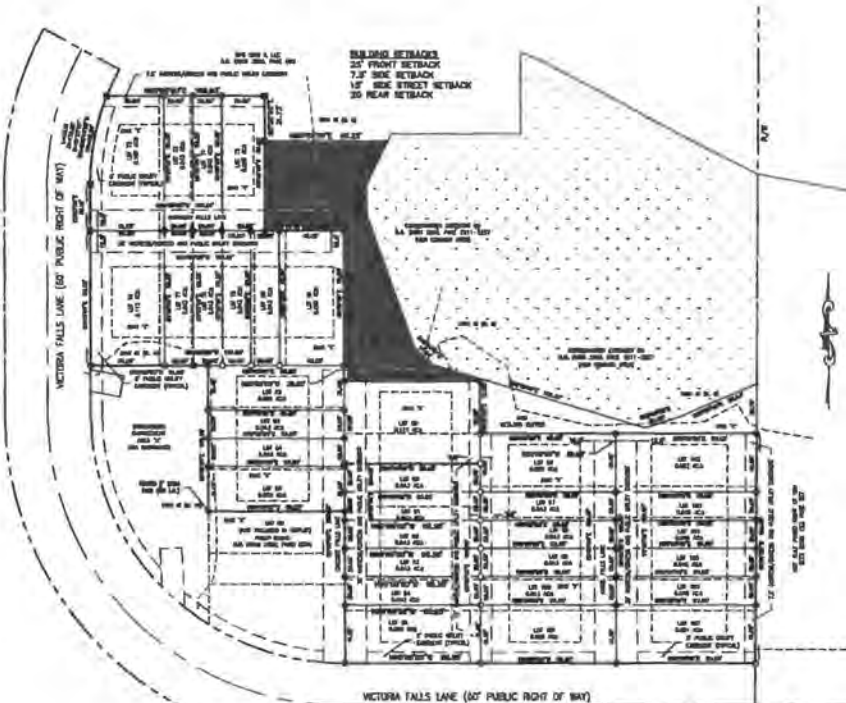
TAX COLLECTOR'S STATEMENT:
I, CHUCK FROST, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH THE YEAR _____ TO THE BEST OF MY KNOWLEDGE.
DATE: _____
BY: _____, CHUCK FROST, BAY COUNTY TAX COLLECTOR

CITY MANAGER'S CERTIFICATE:
THIS IS TO CERTIFY THAT I, MARIO SERRIOTT, CITY MANAGER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, "WATERFALL PHASE I REPLAT", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA. SIGNED ON THIS _____ DAY OF _____, 2018.

BY: _____, MARIO SERRIOTT, CITY MANAGER, CITY OF PANAMA CITY BEACH

CITY ENGINEER'S CERTIFICATE:
THIS IS TO CERTIFY THAT I, KELLY P. JORDAN, CITY ENGINEER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, "WATERFALL PHASE I REPLAT", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA. SIGNED ON THIS _____ DAY OF _____, 2018.

BY: _____, KELLY P. JORDAN, P.E., FLORIDA LICENSE NO. 39758, CITY ENGINEER, CITY OF PANAMA CITY BEACH, 116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL. 32413



- SYMBOLS & ABBREVIATIONS:**
- HL - HATCH
 - FL - FENCE
 - LA - LEASED EASEMENT
 - L - HOV LENSING
 - R - ROAD
 - S - SIDE WALK
 - CS - DRIVE EASEMENT
 - OS - DRIVE EASEMENT
 - N/A - NONE OF ANY
 - B - BARRIERS
 - FR - FRONT 1/2" COVER FROM 800 L.S. (P&S)
 - CL - 10' 0" COVER FROM 800 L.S. (P&S)
 - FR - FRONT 1/2" COVER FROM 100' (A&C)
 - OS - 80' W/S AND 200' L.S. (P&S)
 - FR - FRONT 2" BY 4" CONCRETE W/SLAB AT L.S. (P&S)

- SURVEYOR'S NOTES:**
1. BARRIERS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, HAD UNIFORM, U.S. SURVEY FEET.
 2. THIS SURVEY, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 3. FLOOD NOTE: BY GRADING PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES IN ZONE X AND AC (EL. 10') AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR THE CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA, SEE COMMERCE PANEL NO. 120013 0204 16, MAP REVISED TO REFLECT LOUIS CASE NO. 13-04-02118, EFFECTIVE JUNE 30, 2014.
 4. SOURCE OF INFORMATION: PLAT OF WATERFALL PHASE I AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGES 38 - 38, RECORDED DEEDS AND FIELD MONUMENTATION.
 5. SUBJECT TO THE DECLARATION OF CONVEYANCE, RESTRICTIONS AND EASEMENTS FOR WATERFALL TOWNSHOP AS PER OFFICIAL RECORDS BOOK 2006, PAGE 770.

CERTIFICATE OF TITLE:
ALLIANT TITLE INSURANCE COMPANY, AN APPROVED TITLE INSURER IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE TITLE TO THE LANDS PLATTED HEREON IS IN THE NAME OF THE DEDICATOR SHOWN HEREON AND THAT THERE ARE NO OTHER UNDISCOVERED MORTGAGES EXCEPT FOR THAT CERTAIN MORTGAGE IN FAVOR OF THE MORTGAGEE SHOWN HEREON, THIS _____ DAY OF _____, 2018.

ALLIANT TITLE INSURANCE COMPANY
NAME: _____
BY: _____

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL COPY OF THE BARRIERS LINES DESCRIBED HEREON AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR SERIAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTE:
ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC TELEPHONE, GAS, OR ANY OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES AND ACTION SHALL NOT APPLY TO THESE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

CERTIFICATE OF CLERK:
I, BILL OSWALD, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR PERMANENT RECORDS ON THE _____ DAY OF _____, 2018 IN PLAT BOOK NO. _____ AT PARCELS NO. _____ IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

BY: _____, BILL OSWALD, CLERK OF THE CIRCUIT COURT, BAY COUNTY, FLORIDA

CITY SUPERVISOR'S CERTIFICATE:
I, JOHANNAN H. SERRIO, CITY SUPERVISOR UNDER CONTRACT TO AND FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE REVIEWED THIS PLAT, "WATERFALL PHASE I REPLAT", AND HEREBY CERTIFY THAT IT CONFORMS WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.
SIGNED ON THIS _____ DAY OF _____, 2018.

BY: _____, JOHANNAN H. SERRIO, PROFESSIONAL SUPERVISOR IN MAPPER, FLORIDA LICENSE NO. 13 488

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS PLAT, "WATERFALL PHASE I REPLAT", IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE SUPERVISION AND SUPERVISION, AND THAT THE SURVEY DATA AND THIS PLAT CONFORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.
SIGNED ON THIS _____ DAY OF _____, 2018.

BY: _____, DAVID JOE BARRETT, P.E., PROFESSIONAL SURVEYOR & MAPPER, FLORIDA LICENSE NO. 13 488

Dewberry | PREBLE-RISH
285 METZGER AVENUE
PANAMA CITY, FLORIDA 32405
PHONE: 904.232.2949 FAX: 904.232.1811
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 0011

AGENDA ITEM # _____

**REGULAR
AGENDA ITEM**

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
MARCH 22, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING AND ADOPTION OF ORDINANCE 1451 UPDATING THE IMPACT FEE SCHEDULE FOR POLICE, FIRE, PARKS AND LIBRARY MUNICIPAL SERVICES

4. AGENDA

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

IN DECEMBER 2016, THE CITY HIRED PRMG TO UNDERTAKE A STUDY AND ANALYSIS OF THE CITY'S IMPACT FEES. ON JANUARY 25, 2018, IN A PUBLIC WORKSHOP CALLED FOR THIS PURPOSE, PRMG PRESENTED ITS FINDINGS AND RECOMMENDATIONS TO THE CITY. THE ATTACHED ORDINANCE UPDATES THE CITY'S IMPACT FEE SCHEDULE ACCORDING TO PRMG'S RECOMMENDATIONS. THE CITY'S IMPACT FEE SCHEDULE FOR POLICE, FIRE, RECREATION AND LIBRARY SERVICES WAS IMPLEMENTED IN 2000, AND WAS LAST AMENDED IN 2004 TO UPDATE THE RECREATIONAL IMPACT FEE.

THE CITY APPROVED FIRST READING OF THE ORDINANCE ON MARCH 8, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON MARCH 9, 2018.

STAFF RECOMMENDS APPROVAL.

ORDINANCE NO. 1451

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATING TO IMPACT FEES; PROVIDING FOR IMPOSITION OF INCREASED IMPACT FEES ON LAND DEVELOPMENT IN THE CITY OF PANAMA CITY BEACH FOR THE PROVISION OF MUNICIPAL POLICE, FIRE, RECREATIONAL AND LIBRARY SERVICES CAPITAL FACILITIES NECESSITATED BY NEW DEVELOPMENT; PROVIDING FOR SEVERABILITY; REPEALING ORDINANCES IN CONFLICT; AUTHORIZING CODIFICATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida constitution and section 166.021, Florida statutes, grant the City of Panama City Beach broad home rule powers necessary to carry on municipal government; and

WHEREAS, section 163.3202(3), Florida Statutes, encourages the use of innovative land development regulations which include the use of impact fees to implement the goals, objectives and policies of a City's comprehensive plan; and

WHEREAS, in September 2000, the City adopted Ordinance 673, establishing municipal services impact fees in the City to equitably distribute the proportionate fair share of new municipal services on new developments within the City of Panama City Beach that create the need for such municipal services, and thereby serve the health, safety and general welfare of the residents of the city of panama city Beach; and

WHEREAS, in January 2004, the City adopted Ordinance 852, increasing the impact fees for recreational services capital facilities necessitated by new development; and

WHEREAS, in 2017, the City updated its Capital Improvements Plan for the Police, Fire, Parks and Library; and

WHEREAS, the Panama City Beach City Council received and accepted the October 2017, Municipal Services impact fee study prepared by Public Resources Management Group, Inc., as presented to them at a public meeting on January 25,

Ordinance 1451
Page 1 of 5

2018; and

WHEREAS, the 2017 impact fee study sets forth the calculations and basis for impact fees utilized and associated with the provision of municipal services for police, fire, recreation and library; and

WHEREAS, the City Council, after reviewing the 2017 impact fees study and the comments and information received at a public workshop on January 25, 2018, and a public hearing on March 22, 2018, hereby specifically finds that in order to equitably distribute the proportionate, fair share of new municipal services on new development within the City that create the need for increased services, it serves the health, safety and welfare of the residents of the City to enact this ordinance increasing the amount and application of municipal police, fire, recreational and library services impact fees.

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 27-2 and 27-9 of the Code of Ordinances of the City of Panama City Beach, related to Council Meetings are amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 27-2. Legislative Findings.

The Panama City Beach City Council finds, determines and declares that:

(a) In order to maintain current level of municipal and public safety service standards for police services, fire/rescue services, recreational and library services, the City of Panama City Beach must expand its municipal services system so that new development may be accommodated without decreasing current level of service standards. Expansion of the municipal services system to accommodate new growth shall promote and protect the public health, safety and general welfare of the residents of Panama City Beach.

(b) The State of Florida, through the enactment of Section 163.3202(3), Florida Statutes, encourages Panama City Beach to enact impact fees to meet the capital facilities needs created by new development.

(c) The imposition of impact fees is one of the preferred methods of ensuring that new development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. Allocation of a proportionate share of costs promotes and protects the public health, safety and general welfare of the residents of Panama City Beach.

(d) Each of the types of land uses described in the Schedule of Impact Fees hereof shall

Ordinance 1451

Page 2 of 5

create demands for the acquisition of, or expansion of, municipal services facilities and the construction of municipal services capital improvements;

(e) The report entitled "City of Panama City Beach, Florida Municipal Services Impact Fee Study", dated October 2017 ~~August 2000~~, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs of additional municipal services capital facilities in Panama City Beach.

~~(f) The report entitled "City of Panama City Beach, Florida Municipal Recreational Services Impact Fee Study", dated November 2003, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs of additional municipal recreational services capital facilities in Panama City Beach.~~

...

Sec. 27-9. Municipal Services Impact Fee Schedule.

(a) Schedule of Impact Fees.

(1) The municipal services impact fee shall be the sum of the police services impact fee and the fire/rescue impact fee, the recreation impact fee and the library impact fee calculated using the following schedules:

i.	Police Services Impact Fee Schedule:	
	Residential Structure	<u>\$144.00</u> 135.00 /Dwelling Unit
	Non-residential Structure	<u>\$0.88</u> 0.40 /Square Foot
ii.	Fire/Rescue Services Impact Fee Schedule:	
	Residential Structure	<u>\$249.00</u> 130.00 /Dwelling Unit
	Non-Residential Structure	<u>\$1.14</u> 0.17 /Square Foot
iii.	Recreation Impact Fee Schedule:	
	Residential Structure	<u>\$867.00</u> 763.00 /Dwelling Unit
	Public Lodging Establishment	<u>\$634.00</u> 630.00 /Lodging Unit
	Non-Residential Structure	N/A
iv.	Library Impact Fee Schedule:	
	Residential Structure	<u>\$72.00</u> 65.00 /Dwelling Unit
	Non-Residential Structure	N/A

(2) Unspecified Uses. If the type of development activity that a Building Permit is applied for is not specified on the Schedule of Impact Fees, the City Manager or designee shall determine the appropriate fee by considering demographic or other documentation, which is available.

(3) Change in Use or Density. In the case of change of use, redevelopment, or expansion or modification of an existing use on a site which requires the issuance of a Building Permit, the municipal services impact fee shall be based upon the net increase in the municipal services impact fee for the new use as compared to the most intense previous use on or after September 28, 2000, or the effective date of any applicable amendment to this Chapter.

(b) Alternative for Developer Fee Study. If a feepayer opts not to have the municipal services impact fee determined according to the Schedule of Impact Fees, then the feepayer shall prepare and submit to the City Manager or designee, an independent fee calculation study for the land development activity for which a Building Permit is sought. The independent fee calculation study shall follow the methodologies and formats used in the "City of Panama City Beach, Florida

Ordinance 1451

Page 3 of 5

Municipal Services Impact Fee Study," dated August 2000, prepared by Public Resources Management Group, Inc. The documentation submitted shall show the basis upon which the independent fee calculation was made. The City Manager or designee shall consider the documentation submitted by the feepayer but is not required to accept such documentation if it is deemed to be inaccurate or not reliable. The City Manager or designee may, in the alternative, require the feepayer to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not presented, the feepayer shall pay the municipal services impact fees based upon the Schedule of Impact Fees.

If an acceptable independent fee calculation study is presented, the City Manager or designee may adjust the municipal services impact fee as appropriate to the particular development. Determinations made by the City Manager or designee, pursuant to this paragraph may be appealed to the City Council a written request with the City Manager or designee, within ten (10) days of the City Manager's or designee's determination.

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

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

SECTION 4. This Ordinance shall take effect ninety (90) days after its passage.

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

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

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

REGULAR AGENDA ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Panama City Beach Police Department

2. MEETING DATE:
March 22, 2018

3. REQUESTED MOTION/ACTION:
We respectfully request the Council's approval of the purchase of (2) two Ford Explorer Police Interceptors.

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)
We respectfully request the Council's approval of the purchase of (2) two Ford Explorer Police Interceptors. The cost associated with this purchase includes (2) Ford Explorers and emergency equipment for both. The vehicle cost is \$55,606.00 and the emergency equipment is valued at \$17,192.00 for a grand total of \$72,798.00. We request to use impact fees for this purchase.

RESOLUTION 18-70

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF 2 FORD EXPLORERS FROM AUTO NATION FORD IN THE TOTAL AMOUNT OF \$55,606; AUTHORIZING THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT FOR THOSE VEHICLES FROM HG2 EMERGENCY LIGHTING IN THE AMOUNT OF \$17,192; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Auto Nation Ford (Mobile, AL) relating to the purchase of two Ford Interceptors, in the basic amount of Fifty Five Thousand Six Hundred and Six Dollars (\$55,606), on substantially the terms and conditions set forth in the quote 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 appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and HG2 Emergency Lighting relating to the purchase and installation of emergency equipment in police vehicles, in the basic amount of Seventeen Thousand One Hundred and Ninety Two Dollars (\$17,192), on substantially the terms and conditions set forth in the quote attached hereto as Exhibit B 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.
3. The following budget amendment (# 14) 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 C, to reflect the receipt and expenditure for the purposes stated herein.
4. 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 22nd day of March, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

AGENDA ITEM # 2

Resolution 18-70

Specifications needed for 2018 Ford Interceptor SUV-K8A (Patrol)


2018 Ford Interceptor SUV-K8A

Spotlight (driver's side)

Keyless Entry

Auxiliary A/C

2018 Ford Interceptor SUV
Bid Price: 27803.00
Delivery: 60-90 days

Auto Nation Ford
Ernest Lamb

251-709-2974

*** Please note if any changes have been made to the previous year's specifications for the 2018 model.

Exhibit A

Res 18-20 approved 11-9-17
AGENDA ITEM # 3

Panama City Beach Police Department 2017-2018 Vehicle Build Quote

Marked Patrol Units Ford Interceptor SUV

Lightbar	Whelen 48" Liberty 2W/Can Lightbar Blue/Blue with Alerts and Takedown	1V885-BB	\$	1,800.00
Light Controller	Whelen Light & Siren Controller	2955LSA6	\$	-
Speaker	Whelen 100 Watt Speaker	SA315P	\$	-
Side Runners	HG2 Emergency Lighting 68" Blue/Blue Side Runner Lights	HG22PC68BB	\$	499.00
Rear Window Lights	HG2 Emergency Lighting Rear Visor with Back Fining Lights	HG2RVWITSUV-BB	\$	699.00
Rear Cargo Window Lights	HG2 Emergency Lighting Rear Side Cargo Window Lights	HG2QTRPHL-BB	\$	499.00
Rear License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Rear	HG2CROSSFIRE-BB	\$	359.00
Front License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Front	HG2CROSSFIRE-BB	\$	359.00
Fog Lights	HG2 Emergency Lighting Blue/Blue Fog Lights	HG2FGTITSUV-BB	\$	489.00
Strobe Lights	Whelen Vertex in Head Lights & Tail Lights Blue Qty:4	VTX609B	\$	260.00
Rear Transport Seat	Whelen T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	QK0494TUJ2	\$	649.00
Prisoner Partition	Prisoner Partition (Salina) 10XL with Chicago Grill	PK1130ITU12SCA	\$	689.00
Rear Cargo Divider	Rear Cargo Divider(Seats) 12VS	PK0123ITU122HD	\$	489.00
Thor Power Inverter	Thor Power Inverter (750 W)	TH750	\$	85.00
Singer Flashlight Charger	Singer Flashlight Charger	8175100.5121050	\$	25.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GK11191B155SCA	\$	409.00
Center Console/Lapion Motion	Center Console with Cupholder, Arm Rest and Hongoose Motion Device (Cam)	7170-0166	\$	450.00
Laptop Docking Station	Gamber Johnson Notepad V	7160-0250	\$	250.00
Window Tint	Window Tint 2 Front Windows & Front Bump	WINDTINT	\$	99.00
	Lifetime Warranty on Window Tint and Workmanship			
Graphics	Vehicle Graphics	VEH-DCL	\$	499.00
		Labor	\$	1,098.00
		Total Package Price	\$	9,896.00
		Discount	\$	(1,300.00)
		Total Price	\$	8,596.00

Marked 4WD Pick Up Truck

Front Windshield	HG2 Emergency Lighting 1 Piece Front Visor Light Blue/Blue with Takedowns	HG2FV51LV-BB/W	\$	750.00
Side Runners	HG2 Emergency Lighting 72" Blue/Blue Side Runner Lights	HG22PC72BB	\$	699.00
Rear Window Lights	HG2 Emergency Lighting Rear Window Light	HG2RV51LV-BB	\$	699.00
Rear Tailgate Lights	HG2 Emergency Lighting Rear Tailgate Lights	HG21TK62-BB	\$	399.00
Rear License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Rear	HG2CROSSFIRE-BB	\$	359.00
Front License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Front	HG2CROSSFIRE-BB	\$	359.00
Grill Lights	HG2 Emergency Lighting Blue/Blue Grill Lights	HG251LVD-BB	\$	419.00
Strobe Lights	Whelen Vertex in T-1 Lights Blue Qty:2 and LED Spotlight Bulb	VTX609B/LED6LB	\$	260.00
Light Controller	Whelen 2955LSA6 Handheld Siren	HHS2200	\$	320.00
Speaker	Whelen 100 Watt Speaker	SA315P	\$	150.00
Graphics	Vehicle Graphics	VEH-DCL	\$	499.00
Console	Gamber Johnson Console with Wiring Case and Hobon Device, Armrest	7170-0237-04	\$	475.00
Laptop Docking Station	Gamber Johnson Notepad V	7160-0250	\$	250.00
Inverter	Thor Power Inverter	TH750	\$	85.00
Window Tint	Window Tint Full Truck Plus Front Bump	WINDTINT	\$	189.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GK11191B155SCA	\$	409.00
		Labor	\$	750.00
		Total Package Price	\$	7,050.00
		Discount	\$	(1,342.00)
		Total Price	\$	5,708.00

Unmarked Units Dodge Charger

Front Windshield	HG2 Emergency Lighting 1 Piece Front Visor Light Blue/Blue with Takedowns	HG2FVWITSUV-BB/W	\$	759.00
Side Runners	HG2 Emergency Lighting 68" Blue/Blue Side Runner Lights	HG22PC68BB	\$	699.00
Rear Window Lights	HG2 Emergency Lighting Rear Visor	HG2RVWITSUV-BB	\$	699.00
Rear Cargo Window Lights	HG2 Emergency Lighting Rear Side Cargo Window Lights	HG2QTRPHL-BB	\$	499.00
Rear License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Rear	HG2CROSSFIRE-BB	\$	359.00
Front License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Front	HG2CROSSFIRE-BB	\$	359.00
Fog Lights	HG2 Emergency Lighting Fog Lights with Warning Mode	HG2FGTITSUV-BB	\$	499.00
Wag-Wag	Wag-Wag Headlights, Tail Lights, Corner Markers and Reverse Lights	HG2WAGV-CHR	\$	260.00
Light Controller	Whelen HHS2200 Handheld Siren	HHS2200	\$	320.00
Window Tint	Window Tint Full Vehicle with Front Bump	WINDTINT	\$	189.00
Speaker	Whelen 100 Watt Speaker	SA315P	\$	150.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GK11191B155SCA	\$	409.00
		Labor	\$	750.00
		Total Package Price	\$	5,941.00
		Discount	\$	(1,342.00)
		Total Price	\$	4,599.00

\$ 76,788.00
\$ 4,980.82

Exhibit B

AGENDA ITEM # 3
Res 18-20 approved 11-9-17

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

No. BA # 14

FUND	General ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.64-20	Machinery and Equipment	409,100.00	72,800.00	481,900.00
FROM	001-8100-999.95-00	Reserves Restricted	3,693,949.00	(72,800.00)	3,621,149.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	4,103,049.00	0.00	4,103,049.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate recreation impact fees to fund the purchase of (2) police SUVs and related emergency equipment
for the (2) additional positions added to PD in the current fiscal year 2018 budget

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE
_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM #

2

Exhibit

**REGULAR
AGENDA ITEM**

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Panama City Beach Police Department

2. MEETING DATE:
March 22, 2018

3. REQUESTED MOTION/ACTION:
We respectfully request the Council's approval of the purchase of (1) one Dodge Ram truck.

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)
We respectfully request the Council's approval of the purchase of (1) one Dodge Ram truck. The cost associated with this purchase includes (1) Dodge Ram truck valued at \$27,740.00. This purchase is needed to replace a K-9 truck that was totaled in an incident involving a fleeing suspect ramming the vehicle in question. The vehicle cost is valued at \$27,740.00 plus \$5,058.00 for emergency equipment for a total of \$32,798.00. The price for the emergency equipment is based on equipment needed minus equipment scavenged post incident. It should be noted we have received payment from the insurance company in the amount of \$16,791.00 for the incident which brings the grand total of replacement to \$16,007.00 This vehicle will help facilitate making the community a safer place to live and visit while placing the K-9 itself back on the patrol.

RESOLUTION 18-71

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF 1 DODGE RAM 4X4 TRUCK FROM BAY DODGE IN THE TOTAL AMOUNT OF \$27,740; AUTHORIZING A BUDGET AMENDMENT TO FUND THE PURCHASE AND INSTALLATION OF EMERGENCY LIGHTING; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Bay Dodge relating to the purchase of a Dodge Ram 4X4 truck, in the basic amount of Twenty Seven Thousand Seven Hundred Forty Dollars (\$27,740), on substantially the terms and conditions set forth in the quote 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 (# 15) 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.
4. 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 22nd day of March, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

AGENDA ITEM # 4



POST OFFICE BOX 39 • 641 WEST 15TH STREET
PANAMA CITY, FL 32401
(850) 785-1591 • www.BayCars.com

City Of Panama City Beach Police Department
Attn: Captain Wayne Maddox
17115 Panama City Beach Parkway
Panama City Beach, FL 32413

October 20, 2017

Captain Maddox,

Bay Dodge Chrysler Jeep RAM hereby submits the following bid for two (2) Ram 1500 SSV Crew Cab 4x4 trucks, with the following equipment:

25D Package
5.7L V8 engine with 6 Speed automatic transmission
3.92 gear ratio w/ Anti-spin Differential
Protection Group
Cloth Front/Vinyl Rear Seats
Trailer Tow Pkg with trailer brake control
UConnect 3 radio w/5" Display
In addition to the standard equipment listed.

Our bid price on these \$27,740.00 each, with tag fees of \$118.56 each. (If the department is planning on transferring existing tags, please provide that information at time of purchase.) The total for both vehicles will be \$55,493.00 (with temporary tags), and the vehicles will be drop shipped from the factory to your upfitter of choice for lighting.

If there are any questions regarding this bid, please contact me on one of the numbers below.

Respectfully Submitted,

Thomas Spencer
Internet Sales Manager & Fleet Specialist
Bay Dodge Chrysler Jeep RAM Trucks
636 W. 15th Street
Panama City, FL. 32401
850-785-1591 x 460 office
850-624-4230 cell / text
850-785-3412 fax



Exhibit A

AGENDA ITEM # 4
Res 18-20 approved 11-9-17

Panama City Beach Police Department 2017-2018 Vehicle Build Quota

Marked Patrol Units Ford Interceptor SUV

Lightbar	Whelen 48" Liberty 2WeCan Lightbar Blue/Blue with Aides and Takedown	1W488-BB	\$	1,800.00
Light Controller	Whelen Light & Siren Controller	295SLBA8	\$	-
Speaker	Whelen 100 Watt Speaker	SA315P	\$	-
Side Runners	HQ2 Emergency Lighting 68" Blue/Blue Side Runner Lights	HQ2PC68BB	\$	699.00
Rear Window Lights	HQ2 Emergency Lighting Rear Visor with Back Firing Lights	HQ2RW117TSUV-BB	\$	699.00
Rear Cargo Window Lights	HQ2 Emergency Lighting Rear Side Cargo Window Lights	HQ2Q1RML-BB	\$	499.00
Rear License Plate	HQ2 Emergency Lighting Crossfire License Plate Frame Rear	HQ2CROSSFIRE-BB	\$	359.00
Front License Plate	HQ2 Emergency Lighting Crossfire License Plate Frame Front	HQ2CROSSFIRE-BB	\$	359.00
Fog Lights	HQ2 Emergency Lighting Blue/Blue Fog Lights	HQ2FGLT117TSUV-BB	\$	489.00
Strobe Lights	Whelen Vertex In Head Lights & Tail Lights Blue Qty:4	VT2609B	\$	260.00
Rear Transport Seat	Rear Transport Seat (Setina)	QR0494TU12	\$	649.00
Prisoner Partition	Prisoner Partition (Setina) 10XL with Chicago Grill	PK1130TU12SCA	\$	699.00
Rear Cargo Divider	Rear Cargo Divider(Setina) 12VS	PR0123TU122HD	\$	499.00
Thor Power Inverter	Thor Power Inverter (750 W)	TH750	\$	65.00
Singer Flashlight Charger	Singer Flashlight Charger	S175104_S121050	\$	35.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GR11191B155SCA	\$	409.00
Center Console/Laptop Motion	Center Console with Cupholder, Arm Rest and Hongoose Motion Device (Gamb	7170-0166	\$	450.00
Laptop Docking Station	Gamber Johnson Floated V	7160-0250	\$	250.00
Window Tint	Window Tint 3 Front Windows & Front Stup	W110D11T	\$	99.00
	Lifetime Warranty on Window Tint and Workmanship			
Graphics	Vehicle Graphics	VEH-DCL	\$	499.00
	Labor		\$	1,098.00
	Total Package Price		\$	9,898.00
	Discount		\$	(1,300.00)
	Total Price		\$	8,598.00

Marked 4WD Pick Up Truck

Front Windshield	HQ2 Emergency Lighting 1 Piece Front Visor Light Blue/Blue with Takedown	HQ2FV117SUV-BB	\$	759.00
Side Runners	HQ2 Emergency Lighting 76" Blue/Blue Side Runner Lights	HQ2PC72BB	\$	999.00
Rear Window Lights	HQ2 Emergency Lighting Rear Window Light	HQ2RW117SUV-BB	\$	699.00
Rear Tailgate Lights	HQ2 Emergency Lighting Rear Tailgate Lights	HQ21TK63-BB	\$	359.00
Rear License Plate	HQ2 Emergency Lighting Crossfire License Plate Frame Rear	HQ2CROSSFIRE-BB	\$	359.00
Front License Plate	HQ2 Emergency Lighting Crossfire License Plate Frame Front	HQ2CROSSFIRE-BB	\$	359.00
Grill Lights	HQ2 Emergency Lighting Blue/Blue Grill Lights	HQ2SILVD-BB	\$	410.00
Strobe Lights	Whelen Vertex In Tail Lights Blue Qty:3 and LED Spotlight Bulb	VT2609B/LED5LB	\$	260.00
Light Controller	Whelen 68250846 Handheld Siren	HH65260	\$	320.00
Speaker	Whelen 100 Watt Speaker	SA315P	\$	150.00
Graphics	Vehicle Graphics	VEH-DCL	\$	499.00
Console	Gamber Johnson Console with Wiring Case and Motion Device, Armrest	7170-0217-04	\$	475.00
Laptop Docking Station	Gamber Johnson Floated V	7160-0250	\$	250.00
Inverter	Thor Power Inverter	TH750	\$	65.00
Window Tint	Window Tint Full Truck Plus Front Stup	W110D11T	\$	189.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GR11191B155SCA	\$	409.00
	Labor		\$	750.00
	Total Package Price		\$	7,050.00
	Discount		\$	(1,342.00)
	Total Price		\$	5,708.00

Unmarked Units Dodge Charger

Front Windshield	HQ2 Emergency Lighting 1 Piece Front Visor Light Blue/Blue with Takedowns	HQ2FV117SUV-BB	\$	759.00
Side Runners	HQ2 Emergency Lighting 68" Blue/Blue Side Runner Lights	HQ2PC68BB	\$	699.00
Rear Window Lights	HQ2 Emergency Lighting Rear Visor	HQ2RW117SUV-BB	\$	699.00
Rear Cargo Window Lights	HQ2 Emergency Lighting Rear Side Cargo Window Lights	HQ2Q1RML-BB	\$	499.00
Rear License Plate	HQ2 Emergency Lighting Crossfire License Plate Frame Rear	HQ2CROSSFIRE-BB	\$	359.00
Front License Plate	HQ2 Emergency Lighting Crossfire License Plate Frame Front	HQ2CROSSFIRE-BB	\$	359.00
Fog Lights	HQ2 Emergency Lighting Fog Lights with Warning Mode	HQ2FGLT117SUV-BB	\$	489.00
Wig-Wag	Wig-Wag Headlights, Tail Lights, Corner Markers and Reverse Lights	HQ2WGWG-CHR	\$	260.00
Light Controller	Whelen 1162200 Handheld Siren	HH65260	\$	320.00
Window Tint	Window Tint Full Vehicle with Front Stup	W110D11T	\$	189.00
Speaker	Whelen 100 Watt Speaker	SA315P	\$	150.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GR11191B155SCA	\$	409.00
	Labor		\$	750.00
	Total Package Price		\$	5,941.00
	Discount		\$	(1,342.00)
	Total Price		\$	4,599.00

\$ 76,788.00
\$ 6,980.81

AGENDA ITEM # 4
Res 18-20 approved 11-9-17

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

No. BA # 15

FUND	General ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.64-20	Machinery and Equipment	481,900.00	32,800.00	514,700.00
TO	001-0000-364.10-00	Proceeds from Sales / Insurance	(50,000.00)	(16,791.00)	(66,791.00)
FROM	001-8100-999.96-00	Reserves Available for Expenditures	(7,262,800.00)	(16,009.00)	(7,278,809.00)
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	(6,830,900.00)	0.00	(6,830,900.00)

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds to purchase a new K-9 vehicle and related emergency equipment to replace the K-9 vehicle totalled in an accident; the budget amendment reflects the receipt of insurance proceeds in the amount of \$16,791 with the balance of the vehicle funded from existing cash reserves

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

4
AGENDA ITEM #
Exhibit B

**REGULAR
AGENDA ITEM**

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Multi-Use Trail/Paul Casto

2. MEETING DATE:

3/22/2018

3. REQUESTED MOTION/ACTION:

Approve/execute the construction portion of the Florida Shared-Use Nonmotorized Trail Network grant agreement with the Florida Department of Transportation in the amount of \$904,716.00.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

City staff applied for a grant through the Florida Shared-Use Nonmotorized Trail Grant Program (SUNTRAIL) offered by the Florida Department of Transportation. An agreement was drawn up by the department as part of section 339.81 Florida Statutes and is attached for your review. This grant agreement is for construction of approximately 7,600 L.F. of multi-use trail from east of holiday golf club to Breakfast Point Subdivision. Construction is to include: a 12' wide asphalt multi-use trail, culvert crossings, and a boardwalk starting at Arnold High School and ending at Breakfast Point Subdivision. This agreement is for the FDOT portion of project construction and CEI costs in the amount of \$904,716.00. The City of Panama City Beach would pay the invoices up front but be reimbursed monthly by FDOT upon review and approval. The City of Panama City Beach's matching cost is \$133,315.00 for a total construction cost of \$1,038,031.00. Design of this project was completed in 2017 under a task order from a Master Services Agreement. Final design plans are complete.

A budget amendment was necessary and is attached for your review. Adequate funds are available in reserves to fund the expenditures until such time as the reimbursement is received from the FDOT grant.

RESOLUTION 18-72

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE OFFICE OF THE CITY TO EXECUTE AND DELIVER AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATED TO THE ACCEPTANCE OF \$904,716 FOR THE CONSTRUCTION OF GAYLE'S TRAILS BETWEEN COLONY CLUB AND BREAKFAST POINT; AUTHORIZING A BUDGET AMENDMENT FOR THE PROJECT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Florida Shared-Use Nonmotorized Grant Agreement between the City and the State of Florida Department of Transportation, relating to the acceptance and use of \$904,716 to fund the construction of Gayle's Trails from east of Holiday Golf Club to Breakfast Point Subdivision, in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
2. The following budget amendment (#16) 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.

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

AGENDA ITEM # 5

Resolution 18-72

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Financial Project No: <u>440282-1-54-01</u>	Contract No. <u>G0U25</u>	Vendor No.: <u>F596045116012</u>	CSFA No. and Title: <u>55.038</u> Florida Shared-Use Nonmotorized (SUN) Trail Network Program
--	----------------------------------	---	---

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this ____ day of ____ 20____, by and between the State of Florida Department of Transportation, ("Department"), and CITY OF PANAMA CITY BEACH, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department's participation in the construction of a Multi-use Path, GAYLE'S TRAILS EAST FROM EAST OF HOLIDAY GOLF CLUB TO BREAKFAST POINT SUBDIVISION, as further described in **Exhibit "A", Scope of Services** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. ____ adopted on ____, 20____, a copy of which is attached hereto and made a part hereof as **Exhibit "E", Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
- 2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through MAY 20, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no

[Type here]

Exhibit A

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

later than: the N/A day of _____, 20 or within 30 days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
5. **Project Cost:**
 - a. The estimated total cost of the Project is \$904,716. This amount is based upon the schedule of funding in **Exhibit "B", Method of Compensation**. The schedule of funding may be modified by mutual agreement of the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$904,716 and as more fully described in **Exhibit "B", Method of Compensation**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.
6. **Compensation and Payment:**
 - a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Scope of Services in **Exhibit "A"**, and as set forth in the Method of Compensation in **Exhibit "B"**.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440282-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by execution of agreement, the Department may, at its discretion, terminate this Agreement.
- c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.
- g. If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this

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Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase

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of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, Joseph Mastro, at 850 767-4990 or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
 - f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
 - g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
 - h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
10. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:
- a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.
11. **State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted 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 "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. 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 Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the

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respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

OLEN PETTIS
1074 HWY 90 CHIPLEY, FL. 32428
PHONE: (850)330-1543
FAX:
EMAIL: OLEN.PETTIS@DOT.STATE.FL.US

RECIPIENT:

MARIO GISBERT
110 SOUTH ARNOLD ROAD
PANAMA CITY BEACH, FL. 32413
PHONE: (850)233-5100
FAX: (850)233-5049
EMAIL: MGISBERT@PCBGOV.COM

- b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 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 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.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance.

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Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all

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contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- j. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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- k. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- l. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- m. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

- a. Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.
- b. A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.
- c. **Exhibit List**
 - Exhibit A: Scope of Services
 - Exhibit B: Method of Compensation
 - Exhibit C: Engineer's Certification of Compliance
 - Exhibit D: State Financial Assistance (Florida Single Audi Act)
 - Exhibit E: Recipient Resolution
 - *Exhibit F: Terms and Conditions of Construction
 - Exhibit G: Maintenance Memorandum of Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT
TRANSPORTATION

STATE OF FLORIDA, DEPARTMENT OF

By: _____
Name:
Title:

By: _____
Name: Jared Perdue, P.E
Title: D3 Director of Transportation Development

Title:

Legal Review:

STATE OF FLORIDA Department OF TRANSPORTATION
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**EXHIBIT A
SCOPE OF SERVICES**

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Agreement between the State of Florida, Department of Transportation and CITY OF PANAMA CITY BEACH.

Project Description: GAYLE'S TRAILS EAST FROM EAST OF HOLIDAY GOLF CLUB TO BREAKFAST POINT SUBDIVISION

This project is to construct a 12' wide asphalt multi-use path which will also include boardwalks.

The following special requirements and conditions shall apply:

Construction Shall not commence until 100% final plans are reviewed and approved by the FDOT. At that time the Notice To Proceed will be issued.

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EXHIBIT B

Method of Compensation

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
02	STTF	2018	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	\$904,716	5
Total Award					\$904,716	

For each program identified above, the recipient shall comply with the program requirements described in the 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 Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement

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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF PANAMA CITY BEACH

PROJECT DESCRIPTION: GAYLE'S TRAILS EAST FROM EAST OF HOLIDAY GOLF CLUB TO BREAKFAST POINT
SUBDIVISION

FINANCIAL MANAGEMENT ID# 440282-1-54-01 _____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

CSFA Number: 55.038

***Award Amount:** \$904,716

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

v

STATE OF FLORIDA Department OF TRANSPORTATION
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EXHIBIT F

CONSTRUCTION TERMS AND CONDITIONS

The provisions contained in this Exhibit "F" apply to any and all portions of the Project that are constructed on the Department's right-of-way.

1. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the Department Traffic Engineering Manual. The Recipient will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Recipient shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
2. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph Mastro (850)-767-4990.
3. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
4. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

7. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, Department RIGHT-OF-WAY.
8. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
9. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
10. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
11. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
12. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The Recipient will be required to maintain the Project at least until final acceptance by the Department and the Recipient shall be obligated to maintain the Project beyond final acceptance in accordance with this Agreement and a Maintenance Memorandum of Agreement between the Department and Recipient. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
14. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

15. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.
17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
18. Restricted hours of operation will be from , (N/A), unless otherwise approved by the Operations Engineer, or designee.
19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Ian Satter
Public Information Director
Florida Department of Transportation
District Three
ian.satter@dot.state.fl.us
(850) 330-1205

Note: (Confirm information above for District)

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT G

MAINTENANCE MEMORANDRUM OF AGREEMENT

Maintenance MOA Language for Off-system Multi-Use Trail Project

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. # 440282-1-54-01, for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.
2. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, aesthetic features, and all other features of the Multi-Use Trail Project. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge and provide weed control along the Multi-Use Trail Project corridor from R/W line to R/W line from East of Holiday Golf Club to Breakfast Point Subdivision. The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.
3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by Recipient. The Recipient approves and delegates to Name, Title, the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.
4. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

5. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.
6. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.
7. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.
8. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement; or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within _____ days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.
9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

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

No. BA # 16

FUND	General ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-7201-572.65-60	Construction-in-Progress	200,000.00	904,716.00	1,104,716.00
TO	001-0000-334.49-15	State Grants FL DOT Multiuse Path	0.00	(904,716.00)	(904,716.00)
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	200,000.00	0.00	200,000.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To recognize DOT grant funds for the construction of a multiuse trail and to appropriate such funds for the construction of such trail; costs in excess of the DOT grant amount will be borne by the City and funded with recreation impact fees; City costs were estimated at \$200,000 in the original FY 2018 budget adopted by the Council

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM # 5
Exhibit R

**REGULAR
AGENDA ITEM**

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
BUILDING DEPARTMENT/MEL LEONARD

2. MEETING DATE:
MARCH 22, 2018

3. REQUESTED MOTION/ACTION:
CONSIDER FIRST READING OF ORDINANCE 1449 REVISING SETBACKS FOR PARKING LOTS AND GARAGES ADJACENT TO PROPERTY ZONED OR USED 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)
AT ITS DECEMBER MEETING, THE PLANNING BOARD REQUESTED STAFF INVENTORY THE SETBACKS APPLIED TO PROPERTY ZONED OR USED FOR RESIDENTIAL PURPOSES. AT ITS FEBRUARY MEETING, THE BOARD REVIEWED THAT INVENTORY AND DIRECTED STAFF TO PREPARE AN ORDINANCE TO APPLY THE SETBACKS FOR PARKING LOTS AND PARKING GARAGES ADJACENT TO PROPERTIES ZONED OR USED FOR RESIDENTIAL USES. CURRENTLY THE LDC SETBACK REQUIREMENTS FOR PARKING LOTS AND GARAGES DO NOT APPLY TO PROPERTIES USED FOR RESIDENTIAL USES. THE PLANNING BOARD CONSIDERED ORDINANCE 1449 AT ITS MARCH MEETING AND RECOMMEND APPROVAL.

IF THE CITY APPROVES FIRST READING OF THE ORDINANCE, STAFF WILL PREPARE NOTICE OF A PUBLIC HEARING AND SECOND READING OF THE ORDINANCE FOR APRIL 12, 2018.

STAFF RECOMMENDS APPROVAL.

ORDINANCE NO. 1449

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; PROVIDING THAT PARKING LOTS SHALL BE DESIGNED TO REDUCE GLARE FROM VEHICLE LIGHTS ONTO PROPERTIES USED FOR RESIDENTIAL PURPOSES; PROVIDING INCREASED SETBACKS FOR PARKING GARAGES LOCATED ADJACENT TO LAND USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Land Development Code generally establishes standards for property that are dependent on how the property or adjacent property is "zoned or used", though in some instances the standards are solely based on how the property is zoned; and

WHEREAS, the Planning Board has determined that particularly where the affected land is being used for residential purposes, this higher "zoned or used" standard provides better protection to residential properties and increases the likelihood of compatibility between properties; and

WHEREAS, the Planning Board has identified two provisions of the code relating to the design of parking lots and the siting of parking garages which do not presently provide this enhanced protection and recommend the LDC be amended so that properties used for residential purposes are as well protected from parking lot nuisance as properties zoned for residential purposes.

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

SECTION 1. From and after the effective date of this ordinance, Section

4.04.01(B) of the Land Development Code of the City of Panama City Beach related to

Access Management, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

4.04.01 Access Management.

No **Access Connection** shall be constructed on any public road without a permit issued by the City of Panama City Beach pursuant to this section. Requirements for review are established in Chapter 10.

B. Access Standards and Permitting. The following standards shall apply to all **Driveways** or **Access points** from a **Lot** or **Parcel** onto a public **Street**:

1. No privately owned, constructed, financed or controlled Driveway Connection shall be constructed, repaired or modified in any way unless a permit therefore shall have been issued by the City upon submission of plans and specifications sufficient to demonstrate compliance with this law and payment of a permit fee. Except for a driveway connection serving four (4) or fewer residential units, the plans and specifications submitted to the City shall be sealed and certified by an engineer registered and licensed to practice in the State of Florida to conform in all material respects with the standards specified in this section.
2. The maximum width of a **Driveway** or **Access** way shall be twenty-four (24) feet provided, however that when the City Engineer determines that a wider **Driveway** would provide safer access, the width may be increased to not more than thirty-six (36) feet.
3. The maximum number of **Driveways** or **Access** points shall be according to the following:
 - (a) **Access Class 3 Roads.** Each **Parcel** of land under **Single Unified Ownership or Control** fronting any **Access Class 3** road as defined in section 1.07.02 shall be permitted one (1) **Access Connection** from the property to that public road for every 1,500 feet that **Parcel** abuts that public road.
 - (b) **Access Class 5 Roads.** Each **Parcel** of land under **Single Unified Ownership or Control** fronting any **Access Class 5** road as defined in section 1.07.02 shall be permitted one (1) **Access Connection** from the property to that public road for every 245 feet that **Parcel** abuts that public road.
 - (c) **Access Class 7 Roads.** Each **Parcel** of land under **Single Unified Ownership or Control** fronting any **Access Class 7** road as defined in section 1.07.02 shall be permitted one (1) **Access Connection** from the property to that public road for every 125 feet that **Parcel** abuts that public road.

(d) Properties fronting all other roads shall meet the standards in Table 4.04.01.A:

Table 4.04.01.A: Maximum Number of Access Points

Lot Width	Maximum Number of Access Points
Less than 100 feet	1
100 feet to 200 feet	2
More than 200 feet	2 plus 1 for each additional 200 feet or fraction thereof

4. There shall be a minimum distance of thirty-five (35) feet between any two (2) openings onto the same **Street**.
5. No point of **Access** shall be allowed within forty (40) feet of the **Intersection** of the right-of-way lines of any public **Street**.
6. **Access** ways or **Driveways** for **Corner Lots** shall be located on the **Street** with the lower functional classification.
7. Where proposed **Development** in a non-residential zoning district abuts two (2) **Streets** and where that portion of any such **Street** abutting the non-residential **Development** also abuts any **Residential** zoning district, **Access** to the non-residential **Development** shall be provided only from the **Street** not abutting a **Residential** district.
8. **Drive-Through** lanes or loading spaces shall not be located any closer than thirty-five (35) feet to the boundary of a property zoned or used for **Residential** purposes (See section 4.05.08 for additional loading space requirements).
9. **Parking Lots** shall be designed to avoid glare from **Vehicle** lights onto property zoned or used for **Residential** purposes as **Vehicles** enter or exit the **Parking Lot** and individual spaces. Wherever a parking space faces such property, a **Solid Faced** masonry or wooden wall or fence extending from the parking surface to a height of not less than forty-two (42) inches shall be provided.
10. No curbs shall be cut or altered and no points of **Access** or openings for **Vehicles** onto a public **Street** shall be established, without a permit issued by the **City**.
11. Approval from FDOT or Bay County is required for any **Access** onto a road under their jurisdiction.

12. The location, design and construction of **Driveway Connections** shall comply with current FDOT's Roadway Traffic Design Standards. All **Vehicular Use Areas** shall be constructed to meet these standards and the **City Manager** may approve the use of alternative materials subject to submittal and approval of a plan for, and agreement to control dust. A **Single Family** residential **Driveway** may be constructed of otherwise acceptable concrete (only four (4) inches thick), pavers or other materials of similar durability as determined by the **City Manager**.

SECTION 2. From and after the effective date of this ordinance, Section 4.05.03(I) of the Land Development Code of the City of Panama City Beach related to Access Management, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

4.05.03 Parking Design, Location and Access Requirements

I. Parking Garage and Parking Lot Setbacks

1. A **Parking Garage** located adjacent to land zoned or used for **Single Family Residential** purposes shall have minimum **Side** and **Rear Setbacks** equal to the greater of twenty (20) feet or the distance specified for principal **Buildings** in the district in which the **Parking Garage** is located. **Parking Lots** located on a **Lot**, lying in whole or in part within a **Scenic Corridor** (except within an FBO district) shall be **Setback** a minimum of five (5) feet from all property lines. **Parking Lots** abutting all other roads shall be **Setback** a minimum of ten (10) feet.

(Code 17-54)

2. In all other instances, the **Front, Side** and **Rear Setbacks** shall conform to the requirements of the applicable zoning district.

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

SECTION 4. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this

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

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

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

Ordinance 1449
Page 5 of 6

AGENDA ITEM # 6

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

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

REGULAR AGENDA ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA/Kelly Jenkins

2. MEETING DATE:

3/22/2018

3. REQUESTED MOTION/ACTION:

Approve/execute the design portion of the state-funded grant agreement with the Florida Department of Transportation in the amount of \$1,506,000.00 with a match from the City of \$753,000.00.

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)

City staff applied for a grant through the Transportation Regional Incentive Program (TRIP) offered by the Florida Department of Transportation. An agreement was drawn up by the department as part of section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026) and is attached for your review. This grant is for final design of Segment 4.1 which includes: an existing 2-lane roadway to provide additional dedicated transit lane in each direction on SR 30 (US 98A) from Lullwater Drive to Hill Road. This agreement is for a total project design cost in the amount of \$1,506,000.00. The Florida Department of Transportation would pay \$753,000.00 and the City of Panama City Beach would match that amount of \$753,000.00.

The CRA has adequate funding in FY 2018 budget to support this draft agreement.

AGENDA ITEM #

7

RESOLUTION 18-73

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO EXECUTE AND DELIVER ON BEHALF OF THE CITY A TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) FUNDING APPLICATION TO THE REGIONAL TRANSPORTATION PARTNERSHIP FOR THE FRONT BEACH ROAD (STATE ROAD 30) SEGMENT 4.1 IMPROVEMENT PROJECT; ACKNOWLEDGING THE CITY'S \$753,000 OBLIGATION IF THE PROJECT IS AWARDED 50% FUNDING; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT), District 3 has announced the availability of funding for Transportation Regional Incentive Program (TRIP) projects; and

WHEREAS, the TRIP Program was created by Section 339.2819, Florida Statutes to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Section 339.155 (5), F.S.; and

WHEREAS, for eligible local projects, TRIP funding will provide up to 50 percent of project costs with local agency responsible for matching the remainder of project costs; and

WHEREAS, project applications must be reviewed and prioritized by the Bay, Gulf, Holmes and Washington County Regional Transportation Partnership (RTP), before submittal to the FDOT; and

WHEREAS, the City desires to submit TRIP funding application to the RTP for the final engineering design phase of Front Beach Road Segment 4.1 Improvement Project (western terminus of Lullwater Drive eastward to Hills Road); and

WHEREAS, if awarded the grant, the City intends to use the tax increment revenues from the Front Beach Road CRA to fund the required local match for the project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain grant application related to TRIP funding for the final engineering design phase of the Front Beach Road Segment 4.1 Improvement Project, in the basic project amount of \$1,506,000, for which the City's obligation would be \$753,000 if the project is awarded funding.

THIS RESOLUTION shall become effective immediately upon adoption.

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

CITY OF PANAMA CITY BEACH, FLORIDA

Mike Thomas, Mayor

ATTEST:

Jo Smith, Clerk

Resolution 18-73
AGENDA ITEM # 7

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

FPN: <u>426391-7-38-01</u>	Fund: <u>TRWR</u> Org Code: <u>55032010330</u>	FLAIR Category: <u>088849</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>46</u>	Contract No: <u>G0R33</u>	Vendor No: <u>F596045116012</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Panama City Beach, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Final Design of an existing 2-Lane roadway to provide additional dedicated transit lane in each direction on SR 30 (US 98A) from West of Lullwater Drive to Hill Rd, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$1,506,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$753,000 and, additionally the Department's participation in the Project shall not exceed 50% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
 - b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
 - c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
 - e. Travel expenses are not compensable under this Agreement.
 - f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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

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

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

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commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of

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construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-

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- site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted 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 "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. 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 Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 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 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.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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

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- 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 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.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
 - d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
 - e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
 - f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 - g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

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- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

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- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: Exhibit H: Interlocal Agreement
- e. **Exhibit and Attachment List**

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- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: State Financial Assistance (Florida Single Audit Act)
- Exhibit E: Recipient Resolution
- *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
- *Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): Exhibit H

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Panama City Beach

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Mike Thomas

Title: Mayor

By: _____

Name: Jared Perdue, P.E.

Title: D3 Director of Transportation Development

Legal Review:

By: _____

Name: Scott Calais

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 426391-7-38-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

City of Panama City Beach (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
 The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: SR 30 (US 98A) from West of Lullwater Drive to Hill Rd

PROJECT DESCRIPTION: Final Design of an existing 2-Lane roadway to provide additional dedicated transit lane in each direction on SR 30 (US 98A) from West of Lullwater Drive to Hill Rd

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by 3/01/2012.
- b) Design to be completed by 10/31/2020.
- c) Right-of-Way requirements identified and provided to the Department by 1/31/2020.
- d) Right-of-Way to be certified by 10/31/2020.
- e) Construction contract to be let by N/A at this time.
- f) Construction to be completed by N/A at this time.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

AGENDA ITEM # 7

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RECIPIENT NAME & BILLING ADDRESS: <u>City of Panama City Beach</u> <u>110 S. Arnold Rd, City of Panama City Beach, FL 32413</u>	FINANCIAL PROJECT NUMBER: <u>426391-7-38-01</u>
--	---

I. PHASE OF WORK by Fiscal Year:	FY 18	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (____)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

AGENDA ITEM # 7

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Design Phase 38	\$ 1,506,000.00	\$ 0.00	\$ 0.00	\$1,506,000.00
Maximum Department Participation - (<u>Transportation Regional Incentive Program (TRIP)</u>)	50% or \$ 753,000.00	% or \$	% or \$	% or \$ 753,000.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 753,000.00	% or \$ 0.00	% or \$ 0.00	% or \$753,000.00
In-Kind Contribution	\$ 753,000.00	\$	\$	\$ 753,000.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$1,506,000.00	\$0.00	\$0.00	\$1,506,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter
District Grant Manager Name

Signature Date

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EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Insert Program Name, Insert CSFA Number

***Award Amount:** \$753,000

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT "F"

**TERMS AND CONDITIONS OF CONSTRUCTION IN
DEPARTMENT RIGHT OF WAY**

1. **Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:
 - a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM") (as of January 1, 2018, the Department Design Manual ("FDM") will replace the PPM) and the Department Traffic Engineering Manual. The Recipient will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Recipient shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
 - b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is
 - c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
 - d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
 - e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
 - f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

EXHIBIT "F"

**TERMS AND CONDITIONS OF CONSTRUCTION IN
DEPARTMENT RIGHT OF WAY**

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the Department's Materials Acceptance and Certification database application and the Department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department as a result of a Department order to cease construction operations to remove potential hazards from the right-of-way.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its

EXHIBIT "F"

**TERMS AND CONDITIONS OF CONSTRUCTION IN
DEPARTMENT RIGHT OF WAY**

discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of the proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation must be approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be approved by the applicable Department District Operations Engineer or designee and coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT "H"

INTERLOCAL AGREEMENT

Interlocal Agreement is attached and incorporated into this Agreement.

INTERLOCAL AGREEMENT FOR CREATION OF A REGIONAL TRANSPORTATION PLAN

THIS INTERLOCAL AGREEMENT is made and entered into this 28th day of September, 2005, by and between the BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION; and the COUNTY(IES) OF GULF, HOLMES, and WASHINGTON.

RECITALS

WHEREAS, Section 339.2819, Florida Statutes, creates within the Department of Transportation a Transportation Regional Incentive Program for the purpose of providing funds to improve regionally significant transportation facilities in regional transportation areas created pursuant to Section 339.155(5), Florida Statutes; and

WHEREAS, Section 339.155(5), Florida Statutes states that regional transportation plans may be developed in regional transportation areas in accordance with an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes; and

WHEREAS, for purposes of Section 339.155(5), the term "contiguous" means abutting; and

WHEREAS, Section 339.155(5), Florida Statutes states that such interlocal agreements must, at a minimum, identify the entity that will coordinate the development of the regional transportation plan; delineate the boundaries of the regional transportation area; provide the duration of the agreement and specify how the agreement may be terminated, modified, or rescinded; describe the process by which the regional transportation plan will be developed; and provide how members of the entity will resolve disagreements regarding interpretation of the interlocal agreement or disputes relating to the development or content of the regional transportation plan;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the creation of a regional transportation plan which will identify potential project priorities for funding through the Transportation Regional Incentive Program;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

(a) "Agreement" - Refers to this instrument, as amended from time to time.

(b) "Executive Committee" - Refers to a committee composed of elected officials from the Lead Agency and the Participating Agency(ies). The Executive Committee's task is to review and approve the regional

transportation plan, the public involvement plan, and any other documentation related to the regional transportation plan as may be necessary.

(c) "Facilitator" - Refers to one who helps the parties design and follow through a meeting agenda and assists parties to communicate more effectively throughout the process. The facilitator has no authority to make or recommend a decision.

(d) "Initiation Letter" - Refers to a letter from one of the Participating Agencies formally identifying a dispute and asking the other named parties to meet and engage in a process to resolve the dispute.

(e) "Lead Agency" - Refers to that Participating Agency that will take the lead role in the development of the regional transportation plan.

(f) "Participating Agency" - Refers to any signatory to this Agreement.

(g) "Project Chairman" - Refers to the elected official from the Lead Agency who will lead the meetings of the Executive Committee.

(h) "Project Liaison" - Refers to a staff person from a Participating Agency responsible for helping to review the regional transportation plan and any supporting documentation as it pertains to that Participating Agency.

(i) "Project Manager" - Refers to the staff person at the Lead Agency responsible for development of the regional transportation plan and any supporting documentation.

(j) "Regional Transportation Plan" - Refers to the plan developed by the Participating Agencies in accordance with Section 339.155(5), Florida Statutes. The plan must, at a minimum: identify regionally significant transportation facilities located within the regional transportation area; contain a prioritized list of regionally significant projects; use professionally accepted techniques for measuring level of service in accordance with Section 163.3180, Florida Statutes and Rule 14-94, F.A.C., and; the projects listed in the prioritized list shall be adopted into the capital improvements schedule of the local government(s) comprehensive plan pursuant to Section 163.3177(3), Florida Statutes.

(k) "Regional Transportation Area" - Refers to the study area as delineated for the purpose of creating a regional transportation plan by the parties to this agreement.

(l) "Response Letter" - Refers to the letter prepared by the Project Manager or Project Chairman that summarizes a particular dispute(s), describes what was discussed at the resolution/settlement meeting including any agreements that were reached.

**ARTICLE 2
PURPOSE**

Section 2.01. General Purpose. The purpose of this Agreement is to establish the necessary framework for the creation of a regional transportation plan.

**ARTICLE 3
REGIONAL TRANSPORTATION AREA**

Section 3.01. The regional transportation area is composed of the entire area of each of the following counties: Bay, Gulf, Holmes, and Washington.

**ARTICLE 4
LEAD AGENCY**

Section 4.01. The West Florida Regional Planning Council is designated as the lead agency for the development of the regional transportation plan. The responsibilities of the lead agency include:

- a. Identify a staff person to serve as Project Manager for the regional transportation plan and to coordinate its development with staff from the Participating Agencies.
- b. Identify an elected official to serve as the Project Chairman of the regional transportation plan and keep the members of the Executive Committee informed on the progress of the plan.
- c. Develop the scope of work for any consultants that will be assisting with development of the plan and oversee any consultant work that is required.
- d. Develop a timeline with milestones for completion of the plan.
- e. Develop a public involvement plan for the creation of the regional transportation plan.
- f. Prepare draft and final versions of the regional transportation plan.
- g. Provide copies of all of the above documentation (i.e. scopes of work, timelines, public involvement plan, draft and final versions of the regional transportation plan) to the Executive Committee for review and comment.
- h. Develop a prioritization process for selecting projects for inclusion in the Transportation Regional Incentive Program from the regional transportation plan.

**ARTICLE 5
PARTICIPATING AGENCIES**

Section 5.01 Responsibilities of the Participating Agencies

- a. Identify a staff person to serve as Project Liaison and be the main point of contact for the Project Manager from the Lead Agency.
- b. Identify an elected official to serve on the Executive Committee and assist the Project Chairman in reviewing, commenting, and approving the regional transportation plan as well as any supporting documentation for the plan.
- c. Provide financial support for development of the regional transportation plan either in the form of direct funds or in-kind service.

**ARTICLE 6
CONFLICT RESOLUTION**

Section 6.01 General. This conflict resolution process is agreed upon to resolve conflicts related to issues covered by the creation of a regional transportation plan. The parties to this agreement do not waive their respective rights to seek declaratory judgments, as provided in Chapter 86, Florida Statutes. With regard to the conflict resolution process, each party shall retain the authority to limit the decision-making authority of its elected representative to such action agreed to by a majority of its respective body of voting members. The conflict resolution process consists of two basic components: an initiation/response phase and a settlement phase.

Section 6.02 Initiation/Response Phase

- a. The process begins when a Project Liaison from a Participating Agency sends an initiation letter to the Project Manager. The initiator of the letter will send courtesy copies of the letter to the other Project Liaisons. In the event the Lead Agency is the initiator, the Project Manager will address the letter to the Project Liaison of the Participating Agency in question and send courtesy copies to the other Project Liaisons.
- b. Within seven (7) calendar days of receipt of said letter, the Project Manager and Project Liaison(s) from the disputing parties shall confer and agree to meet within 30 calendar days. The purpose of the meeting shall be to review the issue in the initiation letter and determine if a resolution of the issue can be reached at the staff level. Each Project Liaison and the Project Manager will report back to their respective Executive Committee member on the results of the meeting.
- c. Within 15 calendar days, the Project Manager will prepare a response letter that documents what was discussed at the staff meeting. If the issue has been resolved, the response letter will include discussion of the agreement reached by staff. The Project Manager will mail the response letter to all of the Project Liaisons and all of the Executive Committee members.
- d. If any conflict is not resolved at the staff meeting, the response letter will indicate such and will request that a settlement meeting occur between the disputing Executive Committee members within 30 calendar days.

Section 6.03 Settlement Phase

- a. At the settlement meeting, the disputing Executive Committee members will explain their positions, explore options, and seek a mutually acceptable agreement.
- b. A neutral facilitator may, upon mutual agreement by the disputing members, facilitate the settlement meeting.
- c. Any costs associated with the settlement meeting shall be shared by the disputing parties in a manner agreed upon.
- d. If the initial settlement meeting produces no agreement, the parties can proceed to additional settlement meetings or other settlement measures through mutual agreement.
- e. The form of settlements reached through this process may include interlocal agreements, concurrent resolutions, memoranda of understanding, regional transportation plan amendments, or other forms as appropriate. Agreements signed by designated representatives may be in the form of recommendation letters to their respective agencies and will be subject to their formal approval. The settlement agreement is not subject to challenge, but the implementing actions may be.
- f. After each settlement meeting, the Project Chairman, with the assistance of the Project Manager, will prepare a report to the Executive Committee members that shall, at a minimum, include:
 - Identification of the issues discussed and copies of any agreements reached.
 - A list of potentially affected or involved jurisdictions, organizations, groups, or individuals.
 - A time frame for starting and ending informal negotiations, additional settlement meetings, or joint meetings of elected bodies, as agreed to by the disputing parties.
 - A written fee allocation agreement to cover any costs of agreed upon conflict resolution procedures, if applicable.
 - A description of responsibilities and schedules for implementing and enforcing agreements reached. The report shall include any statements that any named party wishes to include.

Section 6.04 Alternative Regional Planning Council Dispute Resolution If resolution is not possible, the parties may undertake dispute resolution pursuant to the West Florida Regional Planning Council procedure set forth in Rule 29A-3, Florida Administrative Code. All parties to the dispute must agree to undertake this procedure before it may be invoked.

**ARTICLE 7
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 7.01. Composition and membership of Executive Committee. All members of the Executive Committee shall be elected officials from the Participating Agencies. The membership of the Executive Committee shall consist of ~~four~~ voting representatives with additional non-voting representatives, as may be desired by the Executive Committee. Members shall appoint their representatives. The names of the member local governmental entities and the voting apportionment of the Executive Committee shall be as follows:

Bay County TPO:	2 representatives
Gulf County:	2 representatives
Holmes County:	2 representatives
Washington County:	2 representatives

Section 7.02. Terms. The term of office of representatives on the Executive Committee shall be four (4) years, unless the representative leaves elected office prior to completion of his/her term. Any vacancy shall be filled for the unexpired term in the same manner as the initial appointment.

**ARTICLE 8
MISCELLANEOUS PROVISIONS**

Section 8.01. Relationship to Long Range Transportation Plan and Transportation Improvement Program. Regionally significant projects that are identified in the regional transportation plan and priority list must be included in the federally mandated Long Range Transportation Plan and Transportation Improvement Program of the applicable Metropolitan Planning Organization(s) (MPO) if the MPO(s) is/are a party to this Agreement.

Section 8.02. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law.

Section 8.03. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 8.04. Duration; withdrawal procedure. This Agreement shall remain in effect until dissolved by mutual agreement of all parties to the Agreement. Any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement at least 90 days prior to the intended date of withdrawal.

Section 8.05. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notices that are required to be given shall be addressed as follows:

Bay County TPO:

Chairman
Bay County Transportation Planning Organization
P.O. Box 9759
Pensacola, FL 32513-9759

Gulf County Commission:

Chairman
Gulf County Board of County Commissioners
1000 Cecil G. Costin, Sr. Boulevard
Port St. Joe, Florida 32456

Holmes County Commission:

Chairman
Holmes County Board of County Commissioners
201 N. Oklahoma Street, Suite 101
Bonifay, FL 32425

Washington County Commission:

Chairman
Washington County Board of County Commissioners
1331 South Boulevard, Suite 400
Chipley, FL 32428

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 8.06 Severability Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

Section 8.07 Enforcement by parties hereto In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 8.08 Agreement execution; Use of counterpart signature pages This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish a framework for the creation of a regional transportation plan.

Signed, Sealed and Delivered in the presence of:

BAY COUNTY TRANSPORTATION
PLANNING ORGANIZATION

BY: Brenda G. Hendricks
Brenda G. Hendricks, Chairman

Attest: Michael W. Ziegler
Michael W. Ziegler, Director
Transportation Planning

(Seal)


GULF COUNTY BOARD OF
COUNTY COMMISSIONERS


BY: *Nathan Peters, Jr.*
Nathan Peters, Jr., Chairman

Attest: *Rebecca L. Norris*
Rebecca L. Norris, Clerk

(Seal)

HOLMES COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: 
Earl Stafford, Chairman

Attest: 
Cody Taylor, Clerk of Court

(Seal)

WASHINGTON COUNTY BOARD OF
COUNTY COMMISSIONERS

Attest:

BY: *Jerry Sapp*
Jerry Sapp, Chairman

Dianne Carter, Deputy Clerk
Linda Hayes Cook, Clerk of Court

(Seal)

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.