

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: April 12, 2018
MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- PASTOR RICK YOUNG, WOODSTOCK CHURCH
- III. PLEDGE OF ALLEGIANCE- VICE-MAYOR STRANGE
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF MARCH 22, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- VICE-MAYOR STRANGE
 - 1 BOYS AND GIRLS CLUB CIVIC ACHIEVEMENT AWARD
 - 2 "NATIONAL BOYS & GIRLS CLUB WEEK" PROCLAMATION & ANNUAL REPORT FROM CLUB
 - 3 EMPLOYEE RECOGNITION FOR 40 YEARS OF SERVICE- PAUL CASTO
 - 4 "CHILD HUNGER AWARENESS MONTH" PROCLAMATION & PRESENTATION
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.** *These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.*
 - 2 **ORDER 02-PL-18, WATERFALL PHASE 1 SUBDIVISION REPLAT APPROVAL.** *After having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on March 22, 2018, the City Council orders that the subject request to subdivide the land is hereby GRANTED and the captioned replat of WATERFALL PHASE 1 is hereby APPROVED.*
 - 3 **RESOLUTION 18-74, SHADDAI SHRINE TEMPLE SPRING CEREMONIAL PARADE.** *"A Resolution of the City of Panama City Beach, Florida, authorizing careful traffic control and extraordinary usage of a portion of Front Beach Road (U.S. 98) to permit the Shaddai Shrine Temple Spring Ceremonial Parade on the morning of Saturday, May 19, 2018; and providing an immediately effective date."*
 - 4 **RESOLUTION 18-77, IRONMAN 70.3 GULF COAST ROAD USAGE.** *"A Resolution of the City of Panama City Beach, Florida, related to the "Ironman 70.3 Gulf Coast"; authorizing temporary closure of portions of Richard*

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: 4/9/18, 2 P.M.

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

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

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

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 22, 2018.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
JOHN REICHARD
JOSIE STRANGE
PHIL CHESTER
HECTOR SOLIS

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

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

Navy Chaplain Bill Kundo gave the invocation and Commander Jim Doescher of Chapter 794 Military Order of the Purple Heart led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events. He also announced that the Facebook Comcast feed was not working but the meeting could be watched from the City website. He also announced that the flags would be half-staff on March 27th in honor and memory of Sgt. Kevin Kight, killed in the line of duty.

Mayor Thomas asked if there were any additions or deletions to the Agenda. There were none. **Councilwoman Strange made the motion to approve the Agenda as prepared. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

The Minutes of the Regular Meeting of March 8, 2018 were read. **Councilman Chester made the motion to approve the Minutes as prepared. Second was by Councilman Reichard and the motion passed by unanimous roll call vote recorded as follows:**

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

PRESENTATIONS

1 "NATIONAL VIETNAM WAR VETERANS DAY" PROCLAMATION & PRESENTATION. Mayor Thomas invited Commander Doescher and Navy Chaplain Kundo to the podium as he read the Proclamation declaring March 29, 2018 as "National Vietnam War Veterans Day" and thanked them for their service. Navy Chaplain Kundo made a few comments, thanking all Veterans for their service. Councilman Reichard also thanked Mayor Thomas for his service during the war and mentioned the Mayor being awarded a Bronze Star for his service. The audience responded with applause.

2 MR. DEL LEE, AIRPORT AUTHORITY BOARD MEMBER PRESENTATION. Mr. Lee gave a powerpoint presentation concerning the 2017 airport results and Mr. Parker McClellan, Executive Director, presented a short video about the airport.

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

Mayor Thomas opened the Public Comments section of the meeting at 9:37 A.M. and invited comments.

1 Mr. Bill Caravello, 407 Dolphin Street. Mr. Caravello asked questions about the Police Department budget and the updated Impact Fee schedule.

With no further comments, the Mayor closed the Public Comment section at 9:38 A.M.

Mr. Gisbert responded to Mr. Caravello that the Impact Fees had been discussed at the meetings of December 8, 2016, January 25, 2018, and March 8, 2018. He mentioned that all had been public meetings and notices published in the News Herald. Ms. Myers added that it was posted on the City's website. Councilman Reichard gave his copy of the proposed Ordinance 1451 to Mr. Caravello.

Regarding the Police Department budget, Chief Whitman said it was approximately \$7.9 Million Dollars. Mr. Gisbert added that it was also available on the City's website.

CONSENT AGENDA

Ms. Smith read the Consent Agenda Item by title.

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."

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

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

AMENDED REGULAR AGENDA

ITEM 1 PLAT APPROVAL, WATERFALL PHASE 1 SUBDIVISION, PUBLIC HEARING. Ms. Myers explained this was a Quasi-Judicial Hearing and she asked the Council members for their Jennings Disclosures. Councilman Reichard said he knew the property location and had spoken with the City Manager. Councilman Chester said he knew the property location and had only spoken with Mr. Leonard. Councilwoman Strange said she knew the property location and had spoken with several residents concerned about flooding. Councilman Solis said he knew the property location and had only spoken with the City Manager. Ms. Myers explained that this was a replat to reduce lot sizes and disclosed that her involvement with the issue was mostly ministerial because her firm represented the developer. She continued that City Staff had reviewed the plat. Mayor Thomas asked if this replat changed the number of lots. Ms. Myers replied that the replat did not change the number of lots but instead redistributed the square footage of the homes. With no further questions, the Mayor opened the Public Hearing at 9:44 A.M. and asked for audience comments or questions. There were none. He closed the Public Hearing at 9:44 A.M. **Councilman Solis made the motion to approve the plat. Second was by Councilman Reichard and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 2 ORDINANCE 1451, UPDATING IMPACT FEES, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1451 by title and said there were no changes since the information was presented to Council during the January 25, 2018 Workshop. At the request of the Mayor, she read the current and proposed Impact Fee schedule in full. With no comments or questions from the Council members, the Mayor opened the Public Hearing at 9:46 A.M. and invited audience comments.

Ms. Genese Hatcher. Ms. Hatcher said she thought the City lowered Impact Fees for new companies. Mayor Thomas said that was incorrect, that the City did not lower any Impact Fees.

Mr. Tony Horton. Mr. Horton asked how often the Impact Fees would be reviewed as he recommended the Impact Fees be as high as possible. The Mayor responded that it was recommended to review every four to seven years. Mr. Horton asked how the City's Impact Fees compared to surrounding municipalities. Ms. Myers said she recollected that the City's rates were lower than Destin. Councilman Reichard said that the study information was on the City website. Councilman Chester asked if they could be reviewed earlier and Mr. Gisbert responded that was up to the City Council. Councilman Solis said the rates were lower than the surrounding areas but that the City would gradually raise the rates. Mr. Gisbert said these were not arbitrary numbers but rather based on studies for future growth.

With no further questions, the Mayor closed the Public Hearing at 9:50 A.M.

Councilwoman Strange asked why the difference in the Fire and Police Impact Fees. Mr. Gisbert explained the reasons, related to the new Police Department building already built and the proposed Fire Station. He also reminded that the Fire Assessment was for workforce, not capital improvements.

Mayor Thomas mentioned comments about the need for more Police. He discussed the Mutual Aid officers working now, being paid hourly, and their not working during the off-season, keeping taxes low. **Councilman Reichard made the motion to approve Ordinance 1451. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 3 RESOLUTION 18-70, PURCHASE OF NEW POLICE EQUIPMENT AND BUDGET AMENDMENT #14. Ms. Myers read Resolution 18-70 by title and said these bids piggybacked a prior bid of the City's in October for the same vehicles. The Mayor asked if there were any questions or comments by the Council and there were none. **Councilwoman Strange made the motion to approve Resolution 18-70. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 4 RESOLUTION 18-71, REPLACEMENT K9 VEHICLE AND BUDGET AMENDMENT #15. Ms. Myers read Resolution 18-71 by title and explained this also piggybacked a prior bid of the City's for a similar vehicle. Councilman Reichard asked about the insurance costs and Mr. Gisbert explained that this amount was the cost not reimbursed. Councilman Solis asked if some of the equipment could be transferred to the new vehicle, and Chief Whitman responded that some could go to the new vehicle. **Councilwoman Strange made the motion to approve Resolution 18-71. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 5 RESOLUTION 18-72, FDOT SHARED-USE NONMOTORIZED GRANT AGREEMENT GAYLE'S MULTI-USE TRAILS AND BUDGET AMENDMENT #16. Ms. Myers read Resolution 18-72 by title. The Mayor asked the Council members if there were any questions or comments. Mayor Thomas said he understood that the new trail would not go to Colony Club. Mr. Paul Casto said that was correct and explained that there would be a gap. Mayor Thomas said he understood that the Trieste owners had said they would give the City an easement for the trail but that they had not done so. Councilman Reichard asked what could be done now instead of waiting on the Trieste owners and if the City was waiting on the FDOT Back Back Beach Road. Mr. Gisbert said the City had a willing partner with the St. Joe Company for the easements and the

City wanted to take advantage of that now. In the meantime, Staff would continue to try and acquire the easement between the St. Joe land and Trieste as well as go back to the Trieste community to discuss their giving an easement to the City. Councilman Reichard asked if it would be practical instead to go around Trieste through Eagle Drive. Mr. Casto said that route had been considered but the best route was to go down the power line easement. Mr. Gisbert said the issue with Eagle Drive was that there was insufficient right-of-way for a ten foot (10') trail path. He said one option was to deadend into the roadway system and the bike riders could access the park that way. Councilman Reichard asked about obtaining another two feet (2') right-of-way to add to the road right-of-way. Mr. Gisbert said Gayle's Trails were required to have a segregated twelve foot (12') path. Councilman Reichard said he would like Staff to find a practical way to continue the Trail since Trieste seemed not to be a willing partner.

Councilwoman Strange said she understood that the Back Back Beach Road would go through Trieste and possibly the City could add the Trail at that time. Councilman Reichard said that was FDOT's longrange plan. Regarding Trieste, it was a gated community and he would like other routes explored in earnest because the Trieste subdivision was not willing to participate. He asked for someone to determine how it could happen. Mr. Casto suggested a workshop to discuss. With no further comments, **Councilwoman Strange made the motion to approve Resolution 18-72. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 6 ORDINANCE 1449, AMENDING LDC PARKING LOT AND PARKING GARAGE SETBACKS, 1ST READING. Ms. Myers read Ordinance 1449 by title. She explained that the LDC current had setback standards only within residential zoning and this would expand the setbacks to include properties used for residential purposes. The Mayor asked if there were any questions by the Council members. There were none. **Councilman Reichard made the motion to approve Ordinance 1449. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 7* RESOLUTION 18-73, TRIP FUNDING APPLICATION FINAL ENGINEERING DESIGN, CRA SEGMENT 4.1. Action on this item was taken by both the City Council and the Panama City Beach Community Redevelopment Agency jointly and concurrently. Ms. Myers read Resolution 18-73 by title and said this was an application which would not commit the City for any funds now but would acknowledge the 50% match if awarded.

Councilman Solis said he had encouraged staff to apply for TRIP funds for the Bay Parkway extension and he understood that Bay County was also applying for TRIP funds in partnership. He said FDOT had mentioned numerous times for the City to apply for the TRIP funds for the Bay Parkway Extension. Ms. Jenkins confirmed that it had already been submitted. The Mayor asked if the Council members had any questions; there were none. **Councilwoman Strange made the motion to approve Resolution 18-73. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

DELEGATIONS

Mayor Thomas explained the delegations period and opened this portion of the meeting at 10:08 A.M.

1 Mr. Bill Caravello, 407 Dolphin Street. Mr. Caravello asked questions about the cost on one police officer per year, the construction of a retention pond on Alf Coleman and who would pay for it, and a study of the traffic impact for the new road on South Nautilus and the subdivision.

2 Mr. Tom Klomps, 614 Poinsettia Ct. Mr. Klomps complimented the City in the cleanup efforts and asked for a review of solicitors. He recommended requiring them to come back after distributing materials to clean up unwanted items. He also recommended registering those addresses to opt out of receiving solicitation.

3 Mr. Tony Horton, 15812 Front Beach Road. Mr. Horton opposed eminent domain for Bay Parkway going through Colony Club. He said he could not see how the road could be built without taking people's land.

4 Mr. Burnie Thompson, 301 Lullwater Drive. Mr. Thompson asked for the opportunity to respond as a matter of fair play. He questioned the Trieste neighbors being shamed into giving an easement for the trails. He also asked about a sitting Council member making false claims during an election and violations of a Florida Statute concerning using influence to interfere with an election.

5 Ms. Sara Moon, 123 Heritage Circle. Ms. Moon asked for an update on Alert Bay for the Boil Water Notices.

With no further comments, the Mayor closed the Delegations section of the meeting at 10:15 A.M.

In response to some of the questions, Mr. Gisbert said a police officer with the new car for the first year would total approximately One Hundred Thirty-Six Thousand Dollars (\$136,000) according to the Impact Fee study. Councilman Reichard asked how much the Mutual Aid officers cost during Spring Break. Chief Whitman responded Thirty Dollars (\$30.00) per hour. Councilman Reichard said by not hiring 1.5 full-time officers, that amount would pay for all of the Mutual Aid officers used during Spring Break. He said it was most efficient and better than hiring new officers and he hoped the City would continue with the Mutual Aid practice. Chief Whitman said after the full-time officer's first year, their base pay would be approximately Forty Thousand Dollars (\$40,000) without benefits.

Regarding the retention pond on Alf Coleman, Ms. Myers said the City owned two retention ponds on Alf Coleman acquired in 2006 or 2007, two of the three ponds identified in the then-current plans for the expansion of Alf Coleman Road.

Regarding the traffic impact study on Nautilus, Mr. Gisbert said Staff was in the process of preparing an RFQ to hire an engineer to do all of the studies necessary for the Bay Parkway Extension.

Regarding solicitors, Ms. Myers said the City had regulations for solicitors but they could be revisited because 2014 was the last review. Councilman Reichard said Mr. Klomps had complained about solicitors since 2010.

Regarding Mr. Horton's comments about eminent domain, Ms. Myers said she was unsure how the City or FDOT could acquire the property needed for the easements without eminent domain. She confirmed the City had no easements through Trieste and the Mayor said Gulf Power sold their easement to the developer.

Ms. Myers said regarding election laws and interference, City Council members were free to endorse candidates or speak in opposition to candidates. The purposes of election laws were to avoid corrupt activities with regard to elections. She imagined the matters would be a civil court matter.

ATTORNEY REPORT

Ms. Myers said the thirty days appeal period had passed on the Fire Assessment Validation so her office would ask for a certificate of validation from the court and close the file.

CITY MANAGER REPORT

Mr. Gisbert reported the job vacancies for multiple people per vacancy posted on the website as well as the Bid Opening for the Street Resurfacing project. He also announced the Ranking Committee meeting for the Major Wastewater Facilities Statement of Qualifications. Regarding Trieste, Mr. Gisbert said it had been about two years since the last meeting, and during that meeting many options had been discussed.

One comment made during that meeting was from a Trieste owner that the owners would love for the City to build the trail up to their subdivision and they would gladly use the trail. At that time, Staff had explained that biking trails would not decrease the value of the neighborhood and many subdivisions had trails such as this. Mr. Gisbert said this was a voluntary program, and he had never proposed to the Council for eminent domain. He said a road going through Trieste would be a FDOT process in the longrange plan.

COUNCIL COMMENTS

Councilman Solis said anything he had done was as an ordinary citizen. He said the complaint stood for itself and he would not comment.

Councilwoman Strange announced again the Doggie Easter Egg Hunt at the Conservation Park on Saturday and asked the status on the additional parking. Mr. Shortt said the drawings were complete and Robert Carroll was doing the stormwater engineering. He said FDEP had been onsite approximately ten days ago to verify no wetland mitigation was necessary. He said he hoped to put the project out for bid in approximately two weeks and construction shortly thereafter if the Council approved the construction price.

Mayor Thomas asked about the RFQ for the Bay Parkway Extension and Ms. Myers said it was in her hands to finalize the document. She said she would finish this week.

Mayor Thomas announced that this possibly was Councilman Reichard's last meeting and that cupcakes were in the hallway in his honor. He said he had not known Councilman Reichard before becoming mayor but since then, he had realized that no one did as much benefit work for the community as he did. He spent many hours performing civic work especially for the Veterans, and he would be missed. He commended Councilman Reichard for his great job on the City Council for his eight years.

The meeting was adjourned at 10:30 A.M.

READ AND APPROVED this 12th of April, 2018.

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

ATTEST:

Mayor

City Clerk

PRESENTATIONS

ITEM 1

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Jackson Barfield

HAS GIVEN EXCEPTIONAL SERVICE

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

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

Presented this 12th of April, 2018



MAYOR MIKE THOMAS

Pres.

AGENDA ITEM # 1

PRESENTATIONS

ITEM 2



~Proclamation~

A PROCLAMATION DECLARING
APRIL 9 THROUGH APRIL 13, 2018 AS
"NATIONAL BOYS AND GIRLS CLUB WEEK"
IN PANAMA CITY BEACH

WHEREAS, in 1906, the Boys and Girls Clubs of America were created and ultimately gave birth to a national movement whose Clubs in all 50 states have served millions of young people; and

WHEREAS, the City of Panama City Beach is proud to support the vital work of the Boys and Girls Club for the youth of our community; and

WHEREAS, Boys and Girls Clubs provide young people the connections they need to succeed, as well as professional youth services to help them cope with a wide range of social and financial hardships; and

WHEREAS, Boys and Girls Clubs also ensure that our young people keep off the streets by offering them a safe and supportive place to go and providing them with quality programs; and

WHEREAS, Boys and Girls Clubs are dedicated to developing within our young people a sense of belonging, leadership, self-esteem and responsibility through its programs including citizenship, leadership, physical education; and

WHEREAS, Boys and Girls Clubs are a vital force in the development of our youth through its many programs and these boys and girls will go on to become responsible citizens and leaders in their homes and communities;

NOW, THEREFORE, the City Council of the City of Panama City Beach, does hereby proclaim April 9 through April 13, 2018 as

"NATIONAL BOYS AND GIRLS CLUB WEEK"

in Panama City Beach and call upon all citizens to commend the Boys and Girls Club for providing comprehensive, effective services to the young people of our community.

Mayor Mike Thomas

Councilman John Reichard
Ward 1

Councilman Phil Chester
Ward 2



Vice-Mayor Josie Strange
Ward 3

Councilman Hector Solis
Ward 4

Pres
~~_____~~

AGENDA ITEM #

2

GREAT FUTURES START HERE.



BOYS & GIRLS CLUBS
OF BAY COUNTY

Frank Brown Beach Unit
2017 Program Report





BOYS & GIRLS CLUBS

OF BAY COUNTY

To the Panama City Beach Council,

It has been a privilege to work for the Frank Brown Park Boys and Girls Club in the role of the Unit Director for the past year. The role has afforded me the opportunity to interact with members of the community whose beliefs and values align with those of the Boys and Girls Club. The residents strongly believe in a positive future for our youth and it is with the help of the community that the organization has been able to provide quality year round development programs in order to be of service to families.

Due to strong relationships with the Early Learning Coalition, United Way of Northwest Florida, Department of Education, Department of Juvenile Justice and the City of Panama City Beach, we are able to offer spots within our program for families who would otherwise be unable to pay.

We offer educational services to our club members in order to encourage them to apply themselves academically. Each day club members are able to make use of the homework room where they get homework assistance from our wonderful staff. We often hear from club parents how beneficial this room has been to not only the club member but also to the parents. Parents love knowing that there is one less thing that needs to be done when they arrive home for the night.

Frank Brown Park Boys and Girls Club also provides valuable programs that encourage youth to refrain from smoking, doing drugs, and consuming alcohol. These programs are vital to the positive development of our youth.

The Boys and Girls Club could not offer these services without the generous contribution made by the Panama City Beach Council each year. We strive to be a positive place where young people can grow and learn together and become positive citizens of our community. On behalf of the club and all of its members and parents, thank you for your support.

Best,

Latina Reed
Unit Director
Frank Brown Park Boys and Girls Club

**Boys & Girls Clubs of Bay County
Staff
2017**

**Chief Executive Officer
Area Director
Administrative Assistant
Bookkeeper**

Hank Hill
J.C. Schwab
Kate Robinson
Daniel Griffin CPA

**Summer Program
Staff
2017**

**Unit Director
Education Director
Athletic Supervisor
Game room Supervisor
Tutor
Area Supervisor
Area Supervisor
Area Supervisor**

Latina Reed
Laurie McCarter
Chuck Taylor
Krystle Manley-Reed
Teresa Tatum
Jordyn Woolsey
Alex Woolsey
Alysia Jones

**School Term
Staff**

**Unit Director
Education Director
Tutor
Athletic Supervisor
Game room Supervisor
Outside Supervisor**

Latina Reed
Bryana Davis
Teresa Tatum
Chris Judah
Joy Osborne
Brandon Petitti





BOYS & GIRLS CLUBS
OF BAY COUNTY

2017 Membership Report Frank Brown Beach Unit



BOYS & GIRLS CLUBS
OF BAY COUNTY

Schools	Membership
<u>Hutchinson Beach Elementary School</u>	<u>59</u>
<u>West Bay Elementary</u>	<u>42</u>
<u>Patronis Elementary School</u>	<u>52</u>
<u>Breakfast Point Elementary School</u>	<u>71</u>
<u>St. Andrews Elementary School</u>	<u>3</u>
<u>Breakfast Point Middle School</u>	<u>32</u>
<u>Surfside Middle School</u>	<u>39</u>
<u>Arnold High School</u>	<u>12</u>
<u>Other</u>	<u>18</u>
<u>Total:</u>	<u>328</u>

Membership by age:

6 YEAR OLDS:	<u>24</u>
7 YEAR OLDS:	<u>27</u>
8 YEAR OLDS:	<u>38</u>
9 YEAR OLDS:	<u>65</u>
10 YEAR OLDS:	<u>46</u>
11 YEAR OLDS:	<u>38</u>
12 YEAR OLDS:	<u>32</u>
13 YEAR OLDS:	<u>32</u>
14 YEAR OLDS:	<u>11</u>
15 YEAR OLDS:	<u>8</u>
16 YEAR OLDS:	<u>6</u>
17 YEAR OLDS:	<u>1</u>
18 YEAR OLDS:	<u>0</u>
TOTAL:	<u>328</u>



Project Learn:

Project Learn is a national Boys & Girls Club program designed to academically engage youth throughout their Club experience. The goal of Project Learn is to use members' time constructively and make any activity a "teachable moment." Members use math and reading skills to participate in various activities while staff model instruction with an emphasis on utilizing academic skills.

Power Hour:

Power Hour is another national program that aims to increase the amount of time members spend on homework. Every day, each Club member is allotted at least one full hour to focus on school work. Staff are there to help facilitate learning and guide members through their work. Power Hour is a key element to the Boys & Girls Club experience as we encourage students to meet their full potential at school.

The Families We Serve

As evidenced by our members on free or reduced lunch, we are serving many children who come to us from challenging socioeconomic circumstances. Many of these children have no place to go after school, since their parents or caretakers are still at work and cannot afford steep afterschool program prices. The Boys & Girls Club makes great efforts to ensure that all children eligible to participate in our programs are able to register; we do not turn families away due to an inability to pay. Additionally, the Boys & Girls Club, with the help of our community partners, helps families with other areas of need such as Christmas presents, transportation to events, extra assistance and guidance, and family support. Our staff are dedicated to seeing members get every chance at happiness and a bright future. This means going the "extra mile" to assist families with a variety of needs. We could not be successful in our mission without our charitable partners who have given us the necessary tools to achieve these exceptionally important goals.



BOYS & GIRLS CLUBS
OF BAY COUNTY

Our Mission

To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

2017

IMPACT REPORT



“The staff really care, and they have been there for me whenever I needed them.”

”

Jordyn Woolsey

2016-2017 Youth of the Year

Jordan Woolsey is a member of the Frank Brown Beach Club. She has been a member for 10 years, starting when she was only six years old. A talented athlete, she is very involved in sports both at the Club and her high school, and was team captain of the Beach Club 13-16 Division Basketball Team. She is a dedicated student who consistently appears on the Honor Roll. Jordan often volunteers at the Club, and hopes to work there over the summer. "I've had an amazing time and I feel safe there!"

The Club Experience

Boys & Girls Clubs fill the gap between school and home. We provide welcoming, positive environments in which kids and teens have fun, participate in life-changing programs, and build supportive relationships with peers and caring adults.



The Need in Our State

Every day 541,481 kids in Florida leave school with nowhere to go. They risk being unsupervised, unguided and unsafe.

Our Reach



4

Boys & Girls Club Sites
in Bay County



315

Members

3,300

Youth Served

= 1,402

Registered
Members

+

1,898

Youth Served Through
Community Outreach

Member Demographics

88%

Ages 12
and Younger

12%

Teens

59%

Minority Races
or Ethnicities

83%

Qualify for Free
or Reduced-Price
School Lunch

69%

Live in
Single-Parent
Households



Demonstrating Our Positive Impact



ACADEMIC SUCCESS

The Need

19% of young people in Bay County fall to graduate from high school on time.²

What We Do

Power Hour provides the Clubs with a strategy & resources to create an engaging homework help & tutoring program.

Our Impact

Among our teen-aged Club members, **97%** expect to graduate from high school, and **73%** expect to complete some kind of post-secondary education.

The Need

8% of high-school youth in Florida were involved in a physical fight in the past year.³

What We Do

Torch Clubs are small-group leadership & service clubs for youth 11-13. Staff can help meet the special character development needs of younger adolescents at a critical point in their life.

Our Impact

89% of Club teen members volunteer in their community at least once per year, while **61%** volunteer in their community at least once per month.



GOOD CHARACTER AND CITIZENSHIP



HEALTHY LIFESTYLES

The Need

25% of young people ages 15-18 in Florida are overweight or obese.⁴

What We Do

Healthy Habits is designed to incorporate healthy living & active learning in every part of the Club. It emphasizes good nutrition, regular physical activity, & improving overall well-being.

Our Impact

78% of Club members ages 9 and older report getting at least an hour of physical activity on five or more days per week.

How You Can Help



With your generous support, Boys & Girls Clubs of Bay County will create opportunities to help more kids and teens achieve great futures. To make a donation or to learn about other ways you can help, contact Hank Hill, Chief Executive Officer, Boys & Girls Clubs of Bay County, 850.763.2076. bgcbayfl.org

GREAT FUTURES START HERE.



P.O. Box 914
Panama City, FL 32402
850.763.2076
bgcbayfl.org

¹ America After 3PM, AfterSchool Alliance, <http://after-school-alliance.org/A33PM/>
² Florida's High School Cohort 2016 10 Graduation Rate, Florida Department of Education, <http://fldoe.org>
³ 2017 Youth Risk Behavior Survey, Florida Department of Health, <http://www.floridahealth.gov/data/youth-risk-behavior-survey>
⁴ 2017 Youth Risk Behavior Survey, Florida Department of Health, <http://www.floridahealth.gov/data/youth-risk-behavior-survey>



**BOYS & GIRLS CLUBS
OF BAY COUNTY**

Administration Office
P.O. Box 914
Panama City, FL 32402
Tel 850-763-2076
Fax 850-763-8445
www.bgcbayfl.org

Chief Executive Officer
Hank Hill

2018 Officers

President
Arthur Cullen

Past President
Patrick Ryan

Vice Presidents
Jon Smiley – Resource Dev.
Les McFatter – Operations
Vickie Gainer – Marketing/Comm.

Treasurer
Todd Brister

Secretary
Jasmine Allen

Board of Directors

Michael Lovchuk
Paul Casto
Conssandra Ford
Greg May
Ryan Neves
Sherri Reitmeyer
Steven Crowe
Representative Jay Trumbull
Debbie Sasser
Nathan Lawrence
Lee J Kinner
Suzy Nadler
Marcia Croom
Mason Faggert
Jimmy Barr
Bill Dozier
Jimy Thorpe
Chris Walker
Tricia Berry

Lifetime Board Members

Bill Black
Olivia Cooley
Gary Nellis

Boys & Girls Clubs of Bay County, Inc.

January through December 2017 Financial Expenditure Report
Frank Brown Park Unit

Expenses

5000 - Travel & Fuel	\$ 355.99
5030 - Dues	\$2,045.86
5140 - Payroll	\$78,779.33
5150 - Employee Benefits Payroll Taxes	\$7,326.62
5180 - Audit & Professional Fees	\$7,482.94
5260 - Supplies	\$10,051.26
5270 - Program Expenses	\$ 9,833.47
5320 - Occupancy Telephone & Internet	\$ 1,803.70

Total Expenditures \$117,679.17

Every year, the Boys & Girls Clubs of Bay County conducts a third party audit, complete with filing an organizational 990 with the IRS. We have not completed our 2017 audit as of the date of this report. However, the previous year's audit was completed by John A. Phillips Accounting . In addition, the Club also contracts our bookkeeping services out to Daniel Griffin, CPA, PA. Upon request, the club will provide our complete audited financials from the previous year.

Respectfully:

Hank Hill, Chief Executive Officer



United Way
of Northwest Florida

GREAT FUTURES START HERE

PRESENTATIONS

ITEM 4



~ Proclamation ~


A PROCLAMATION DESIGNATING MAY AS "CHILD HUNGER AWARENESS MONTH" IN PANAMA CITY BEACH"

- WHEREAS,** "No Child Should Go Hungry...Period". Unfortunately, 25% (one in four) of our local children live in a "food insecure" household. That means that on any given day, there is little-to-nothing for them to eat; and
- WHEREAS,** these children will not have the benefit of school breakfasts, lunches and backpack programs during summer break until school resumes in August; and
- WHEREAS,** local citizens have taken the initiative to raise awareness about our local child hunger dilemma and seek to raise funds to provide the Food4Kidz Summer Nutrition Program;
- NOW, THEREFORE,** the City Council of the City of Panama City Beach does hereby proclaim May, 2018 as

CHILD HUNGER AWARENESS MONTH

in Panama City Beach, and in so doing urge all citizens to seek ways to directly assist and make a difference for these struggling children of our future generation.

Mayor Mike Thomas


AGENDA ITEM # H

CONSENT

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

April 12, 2018

3. REQUESTED MOTION/ACTION:

Find these items as surplus and approve removal from the Master Audit List.

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)

Quarterly, all departments are asked if any items are to be declared surplus and removed from the Master Audit List. These are the items eligible to be declared surplus for various reasons. Staff recommends they be declared surplus and removed from the Master Audit List.

CONSENT
AGENDA ITEM # 1

		Dell Overhead Projector			Fire	Sell at 2018 Auction				04/12/18
		Filing cabinets			Fire	Sell at 2018 Auction				04/12/18
		HP Printers			Fire	Sell at 2018 Auction				04/12/18
		Gas Detection Unit			Fire	Sell at 2018 Auction				04/12/18
		TV stands			Fire	Sell at 2018 Auction				04/12/18
		Video cameras(2)			Council Room	Sell at 2018 Auction				04/12/18
487	2008	Ford F450	U-50	1FDXF46Y48EE57180	U/U	Sell at 2018 Auction				04/12/18
1948	1998	Ford F250	U-59	1FTPF28W1WKC22724	U/U	Sell at 2018 Auction				04/12/18
2136	2005	Ford F250	U-57	1FDNF20545EB57094	U/U	Sell at 2018 Auction				04/12/18
		IBM Wheelwriter	A-0611	Electric typewriter	Admin	Sell at 2018 Auction				04/12/18
303	2007	Ford F150	SW-2	1FTRF14W57KC36894	Stormwater	Sell at 2018 Auction				04/12/19
2434		John Deere Dozer		TO450JX117307	Stormwater	Sell at 2018 Auction				04/12/18

CONSENT

ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
APRIL 12, 2018

3. REQUESTED MOTION/ACTION:
APPROVE FORM OF ORDER FOR WATERFALL PHASE 1 REPLAT

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)

PLAT APPROVALS ARE TYPE II APPLICATIONS FOR WHICH A QUASI-JUDICIAL HEARING IS REQUIRED BY LAW.

FOR MATTERS REQUIRING A QUASI-JUDICIAL HEARING, THE CITY'S LAND DEVELOPMENT CODE REQUIRES DECISION MAKING BODIES TO ENTER AN ORDER WHICH CONTAINS FINDINGS OF FACT AND CONCLUSIONS OF LAW IN SUPPORT OF ITS DECISION.

ON MARCH 22, THE CITY HELD A QUASI-JUDICIAL HEARING ON THE REPLAT, ULTIMATELY ACTING TO APPROVE THE RE-SIZING OF 33 RESIDENTIAL LOTS. AN ORDER RECITING THE FACTS AND LAW ARISING FROM THAT HEARING IS ATTACHED FOR YOUR REVIEW.

IF THE ORDER APPEARS ACCURATE, IT MAY BE APPROVED BY MOTION. IF ANY PORTION OF THE ORDER APPEARS INACCURATE OR INCOMPLETE, IT SHOULD BE PULLED FROM THE CONSENT AGENDA SO THAT THE ORDER MAY BE DISCUSSED AND AMENDED AS NECESSARY ON THE REGULAR AGENDA.

**CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH**

**IN RE: REQUEST TO REPLAT WATERFALL PHASE 1, LOTS
72 THROUGH 85 AND LOTS 89 THROUGH 107
Owned by D.R. HORTON
PARCEL NOS: 34025-172-000; 34025-173-000; 34025-174-
000; 34025-175-000; 34025-176-000, 34025-177-000; 34025-
178-000; 34025-179-000; 34025-180-000; 34025-181-000;
34025-182-000; 34025-183-000; 34025-184-000; 34025-185-
000; 34025-189-000; 34025-190-000; 34025-191-000; 34025-
192-000; 34025-193-000; 34025-194-000; 34025-195-000;
34025-196-000; 34025-197-000; 34025-198-000; 34025-199-
000; 34025-200-000; 34025-201-000; 34025-202-000; 34025-
203-000; 34025-204-000; 34025-205-000; 34025-206-000;
34025-207-000
PROPERTY LOCATED WEST OF NORTH ALF
COLEMAN ROAD
PANAMA CITY BEACH, FLORIDA**

02-PL-18

ORDER

The **CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH**, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on March 22, 2018, hereby makes the following Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. Upon original application of D.R. Horton. (the "Applicant"), the owner of Lots 72 through 85 and Lots 89 through 107 of a subdivision located west of North Alf Coleman Road, to resize 33 residential parcels, by final plat dated March 2018, named Waterfall Phase 1 Replat (the "Plat").

2. At the hearing held on March 22, 2018, the City Council received competent substantial evidence consisting of testimony and documentation from City Staff. Public comment was invited but none received.

FINDINGS OF FACT

3. Notice of the hearing was properly given.
4. The subject property is located entirely within the corporate City limits.
5. The City has capacity to provide water and sewer service within the Subdivision.
6. The engineering plans and specs for the Subdivision's Improvements appear technically sufficient.
7. The City intends and has sufficient resources to accept and maintain the easements shown and dedicated to the City on the Plat.
8. The title certificate of Alliant Title Insurance Company showed that title to the lands included within the Plat is held by D.R. Horton, Inc. and that a mortgage is held by mortgagee GCOF Waterfall, LLC encumbering the lands platted.
9. The face of the plat contains the surveyor's certificate confirming that the plat was prepared in accordance with the requirements of Chapter 177.

CONCLUSIONS OF LAW

10. Pursuant to Section 177.071, Florida Statutes and Sections 10.04.03 and 10.07.02 of the City's Land Development Code, the City Council has jurisdiction to conduct a quasi-judicial hearing on this matter and determine whether to approve, approve with conditions or deny the plat, based exclusively upon whether the plat conforms to the requirements of law and the City's Land Development Code and Comprehensive Plan.
11. The proposed subdivision replat request complies with all procedural requirements of the City's Land Development Code.
12. The requested replat of land is consistent with the City's Comprehensive Plan.

13. Based upon the uncontradicted certification on the face of the plat, the plat was prepared in accordance with the requirements of Chapter 177.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject request to subdivide land is hereby **GRANTED** and accordingly, the captioned replat of WATERFALL PHASE 1 is hereby **APPROVED**.

Parties with standing have the right to appeal this decision by certiorari to the Fourteenth Judicial Circuit Court within thirty (30) days of the date of this Order.

If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this _____ day of _____, 2018.

MIKE THOMAS, MAYOR

ATTEST:

JO SMITH, CITY CLERK

CONSENT

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
APRIL 12, 2018

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 18-74 for careful traffic control and extraordinary usage on a portion of Front Beach Road from Richard Jackson Boulevard west to Middle Beach-Front Beach Road.

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 Shaddai Shrine Temple Spring Ceremonial Parade will be held on Saturday, May 19, 2018.

The event necessitates careful traffic control and extraordinary usage of Front Beach Road from Richard Jackson Boulevard west to Middle Beach-Front Beach Road.

Staff recommends approval.

CONSENT
AGENDA ITEM # 2

RESOLUTION 18-74

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF A PORTION OF FRONT BEACH ROAD (U.S. 98) TO PERMIT THE SHADDAI SHRINE TEMPLE SPRING CEREMONIAL PARADE ON THE MORNING OF SATURDAY, MAY 19, 2018; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Shaddai Shrine Temple Spring Ceremonial Parade (the "Event") is scheduled to be held on Saturday, May 19, 2018 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of certain sections of Front Beach Road (U.S. Highway 98A) within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 9:30 A.M. and 12:30 P.M., on Saturday, May 19, 2018, all vehicular traffic on Front Beach Road (US Hwy 98A) from Richard Jackson Boulevard west to the Middle Beach-Front Beach Road intersection shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 12th day of April, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

Panama City Beach, Florida

The 3rd Weekend in May (May 17th, 18th and 19th)

Schedule of Events:

May 16th starting at 6:00 PM Welcome Dixie Party, located around the Pool at the Days Inn.
This has become one of the highlights of Dixie each year.

May 17th 7:00 to 9:00 AM Breakfast Days Inn Lobby & Sea Haven

May 17th 8:00 AM Golf Tournament Located at the Holiday Golf Course **Joe McAdams**
Chairman 850 596 2030 jojomc41@yahoo.com

May 17th from 11:00 AM to 4:00PM Registration Days Inn Lobby

May 17th 6:00 President's Banquet Social Hour (*cash Bar*), **Banquet 6:30** (Dressy Casual
Dress/ Fez requested) location **Harpoon Harry's** Left of Days Inn and Hooters.

May 17th Block Party 8:30 PM Pool Deck at Days Inn (DJ *Brian Anderson*)

May 18th DASMC Competition 6:30 AM (set up) Frank Brown Park

May 18th Breakfast 7:00 to 9:00 Days Inn Front Desk Lobby & Sea Haven

May 18th DASMC Competition 8:00 AM Frank Brown Park

May 18th Hillbilly Competition 9:00 am (Frank Brown Park (?))

May 18th 11:00am to 4:00pm Registration Days Inn Lobby

May 18th Ladies Luncheon (Social Hour) 11:00 AM Harpoon Harry's

May 18th Ladies Luncheon (Lunch) 11:30 AM Harpoon Harry's (Dressy Casual)

May 18th Dixie Shrine Association Meeting 1:00 PM (Sea Haven Event Center 15238 Front
Beach Rd)

May 18th Dixie Shrine Hospitality 3:00 to 5:00 PM Dixie Hospitality Room - Days Inn

May 18th Dixie Hillbilly Banquet 6:00 pm (All American Diner 10590 Front Beach Rd.)

May 19th Breakfast 7:00 to 9:00 Days Inn Front Desk Lobby & Sea Haven

May 19th Clowns Competition 7:45 to 10:30 Sea Haven Event Center 15238 Front Beach Rd.

Dixie Shrine Parade Line up at 10:30 Steps Off 11:30 Edgewater Shopping Center

Meet and Greet our Incoming 2018/2019 President "William Sistrunk" 12:30 to 4:00 Days
Inn

May 19th DASMC Hospitality 6:00 PM DASMC Dinner & Awards 6:45pm (Location
Sharky's 15201 Front Beach Rd)

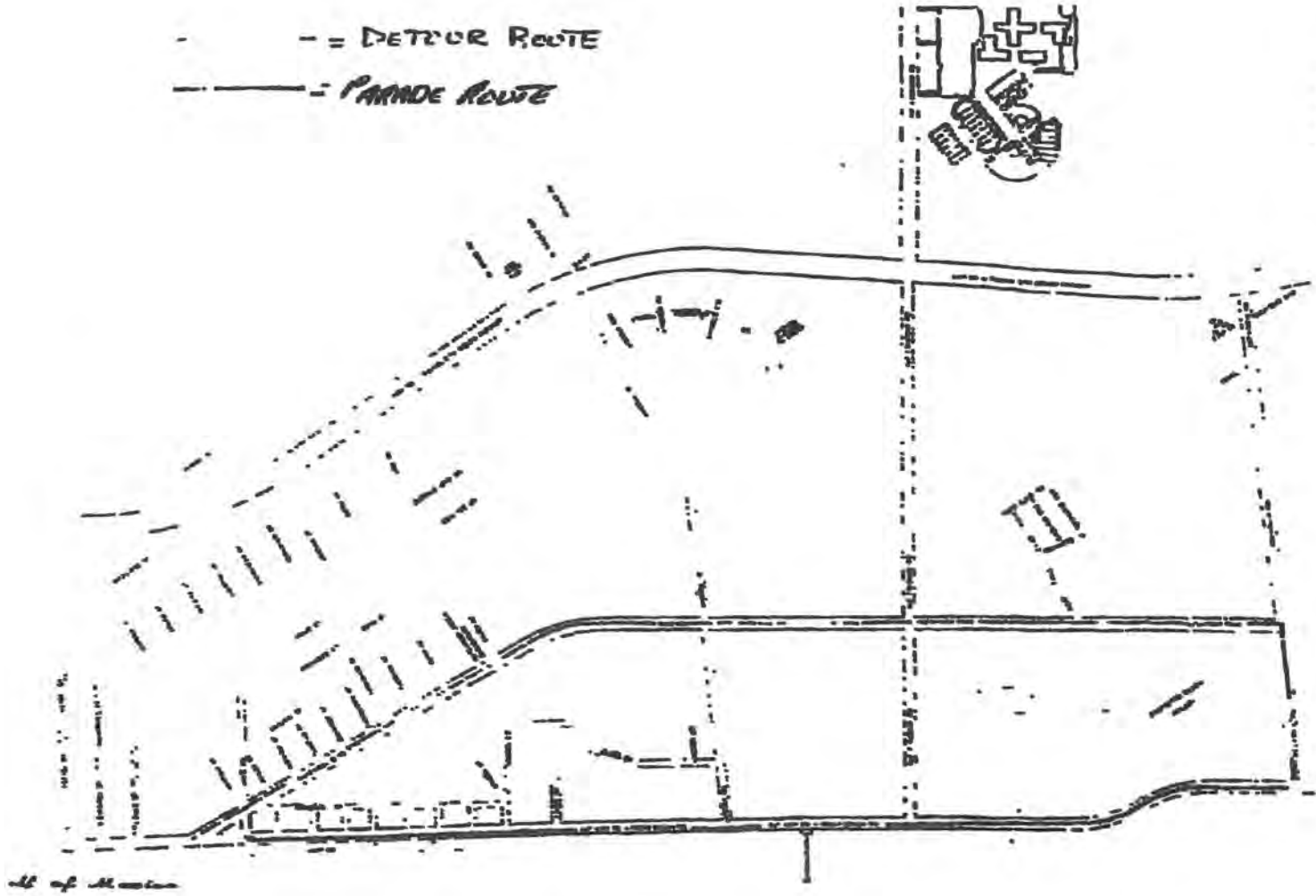
May 19th Clown Banquet & Awards 6:00pm (Sea Haven Event Center 15238 Front Beach Rd)

CONSENT

AGENDA ITEM #

2

- - - = DETOUR ROUTE
— — — = PARADE ROUTE



all of the area

CONSENT
AGENDA ITEM # 2

CONSENT

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

APRIL 12, 2018

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 18-77 for extraordinary traffic control on portions of Richard Jackson Blvd., Middle Beach Rd., Front Beach Rd., W. Park Drive, Pier Park Dr., Bay Parkway and SR 79 on Saturday, May 12, 2018.

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 Ironman Gulf Coast 70.3, previously known as the Gulf Coast Triathlon, will be held on May 12, 2018.

The event necessitates careful traffic control and extraordinary usage of Richard Jackson Blvd., Middle Beach Road, Front Beach Road, West Park Drive, Pier Park Drive, Bay Parkway and State Road 79, Richard Jackson Blvd. and Middle Beach Road in the corporate limits of Panama City Beach.

Staff recommends approval.

CONSENT
AGENDA ITEM # 4

RESOLUTION NO. 18-77

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RELATED TO THE "IRONMAN 70.3 GULF COAST"; AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF RICHARD JACKSON BOULEVARD, WEST PARK DRIVE AND PIER PARK DRIVE ON SATURDAY, MAY 12, 2018; AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF PORTIONS OF FRONT BEACH ROAD, MIDDLE BEACH ROAD, SR 79, AND BAY PARKWAY ON MAY 12, 2018, FOR THE EVENT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Ironman Florida is hosting the Ironman 70.3 Gulf Coast, previously known as the Gulf Coast Triathlon, a swim, 13.1 mile run and 56 mile bike event (the "Event") on Saturday, May 12, 2018 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of Richard Jackson Blvd, Middle Beach Road, Front Beach Road, West Park Drive, Pier Park Drive, Bay Parkway, and State Road 79, in the corporate limits of Panama City Beach.

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

1. Richard Jackson Blvd. between Middle Beach Road and Front Beach Road, and portions of West Park Drive and Pier Park Drive shall be closed to vehicular traffic for the Event during the hours of 9:00 A.M. and 4:00 P.M. on Saturday, May 12, 2018.
2. During the hours of 9:00 A.M. and 4:00 P.M. on Saturday, May 12, 2018, all vehicular traffic shall be rerouted or otherwise controlled on certain sections of Richard Jackson Boulevard., Middle Beach Road, Bay Parkway west to SR 79, SR 79 north to the City limits, and from SR79 east on Front Beach Road per the attached maps which accompany this Resolution to accommodate the Event.
3. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS this 12th day of April, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

CONSENT
AGENDA ITEM # 4



TO: City of Panama City Beach, Florida,
FROM: Benjamin H. Rausa Jr.
SUBJECT: IRONMAN 70.3 Gulf Coast

February 27, 2018

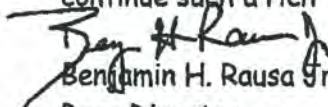
In preparation for the IRONMAN 70.3 Gulf Coast event we are in the planning / permitting phase of the event process. Last year was the first year IRONMAN officially owned the event formerly known as the Gulf Coast Triathlon. In its first year IRONMAN increased the participants from 600 (2016) to 1600 (2017). We are encouraged by the events growth and committed to carrying on the long tradition of this event (36 years)

After a successful first year we are always looking for ways to improve the event for athletes, volunteers, and most importantly our residents. We have made several minor changes to ease traffic impact / flow around the host venue. We have also changed the run course to include the Shipwreck Island Waterpark where as we will utilize a maintenance road on their property to avoid the intersection of Alf Coleman / Middle Beach Road. Working closely with the Ship Wreck Island staff we feel as though the change will help with local customers wishing to access the water park on race day. We have also utilized the Edgewater Properties maintenance road to avoid the intersection of Middle Beach Road / Richard Jackson Blvd. We fell this change will help with traffic in and around the host venue.

With continued road improvements (CRA) we are looking for ways to work around these affected areas on Front Beach Road so it doesn't negatively affect the event as well as the progress of the CRA improvements. .

Please see the attached maps included in the approval process of his event.

Thank you for your continued support with IRONMAN 70.3 Gulf Coast and for helping us continue such a rich tradition in our community now in its 36th year.


Benjamin H. Rausa Jr.
Race Director
IRONMAN 70.3 Gulf Coast
ben.rausa@ironman.com
850-774-6221

CONSENT
AGENDA ITEM #

4

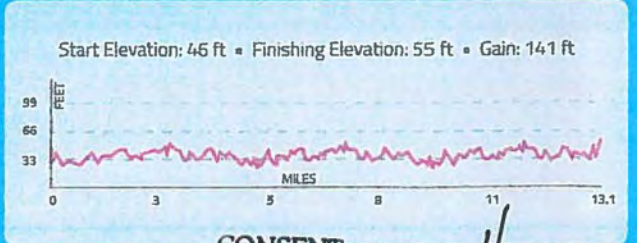


TURN BY TURN DIRECTIONS

- Leave transition via the Pedestrian Walkover Bridge turning right at the end of the bridge
- Right turn onto Richard Jackson Blvd
- Right turn onto Front Beach Road
- Right turn at the Front Beach / Hutchinson Blvd intersection onto Hutchinson Blvd
- Right turn onto Richard Jackson Blvd
- For the third lap turn Right into Edgewater Properties
- Left onto Pedestrian Walkover Bridge turning Right at the end of the bridge
- Go under the Pedestrian Walkover Bridge following course around to the Finish Line

LEGEND

- TRANSITION AREA
- START LINE
- FINISH LINE
- 1/2 MILE MARKERS
- 1/4 MILE MARKERS
- 1/2 MILE MARKERS
- 3/4 MILE MARKERS
- 1 MILE MARKERS
- 2 MILE MARKERS
- 3 MILE MARKERS
- 4 MILE MARKERS
- 5 MILE MARKERS
- 6 MILE MARKERS
- 7 MILE MARKERS
- 8 MILE MARKERS
- 9 MILE MARKERS
- 10 MILE MARKERS
- 11 MILE MARKERS
- 12 MILE MARKERS
- 13 MILE MARKERS



CONSENT
AGENDA ITEM # _____

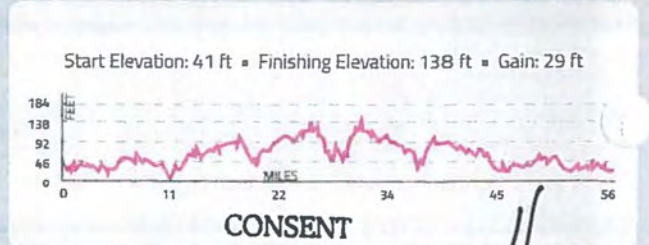


TURN BY TURN DIRECTIONS

- Exit transition at West Gate
- Turn left on Front Beach Road
- Left turn Front Beach Road / Hutchinson Blvd intersection
- Right turn onto W. Park Drive / Pier Park Drive continuing on to Bay Parkway
- Right turn on Hwy 79N
- Continue on Hwy 79N to turnaround (6.7 miles north of Hwy 79 & Hwy 20)
- Continue on Hwy 79S to Front Beach Road
- Left turn onto Front Beach Road
- Right turn at Front Beach Road / Hutchinson Blvd intersection
- Right turn into Edgewater Beach Resort Property (West Gate)
- Enter transition

LEGEND

- TRANSITION AREA
- START LINE
- FINISH LINE
- MILE MARKERS
- U-TURN
- WATER/AID STATION



REGULAR

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
APRIL 12, 2018

3. REQUESTED MOTION/ACTION:
CONSIDER SECOND 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.

THE CITY APPROVED FIRST READING OF THE ORDINANCE ON MARCH 22, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON MARCH 27, 2018.

STAFF RECOMMENDS APPROVAL.

AGENDA ITEM # 1

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 ~~struekthrough~~):

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 # _____ |

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

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

REGULAR

ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA/ADMIN

2. MEETING DATE:

APRIL 12, 2018

3. REQUESTED MOTION/ACTION:

NONE REQUIRED

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)

Sections 163.387(8) and 163.356(3)(c) requires community redevelopment agencies to file an annual report of activities for the preceding fiscal year with the governing body who created the agency by March 31. The City's CRA Director filed the annual report for FY 2017 with the City Clerk on March 29, 2018. Notice of the filing was published in the News Herald on April 2, 2018.

**Fiscal Year 2017 Annual Report
Front Beach Road & Pier Park
Community Redevelopment Areas**

Mayor

Mike Thomas

City Council Member (Ward 1)

John Reichard

City Council Member (Ward 2)

Phil Chester

City Council Member (Ward 3)

Josie B. Strange

City Council Member (Ward 4)

Hector Solis

City Manager

Mario Gisbert

City Clerk

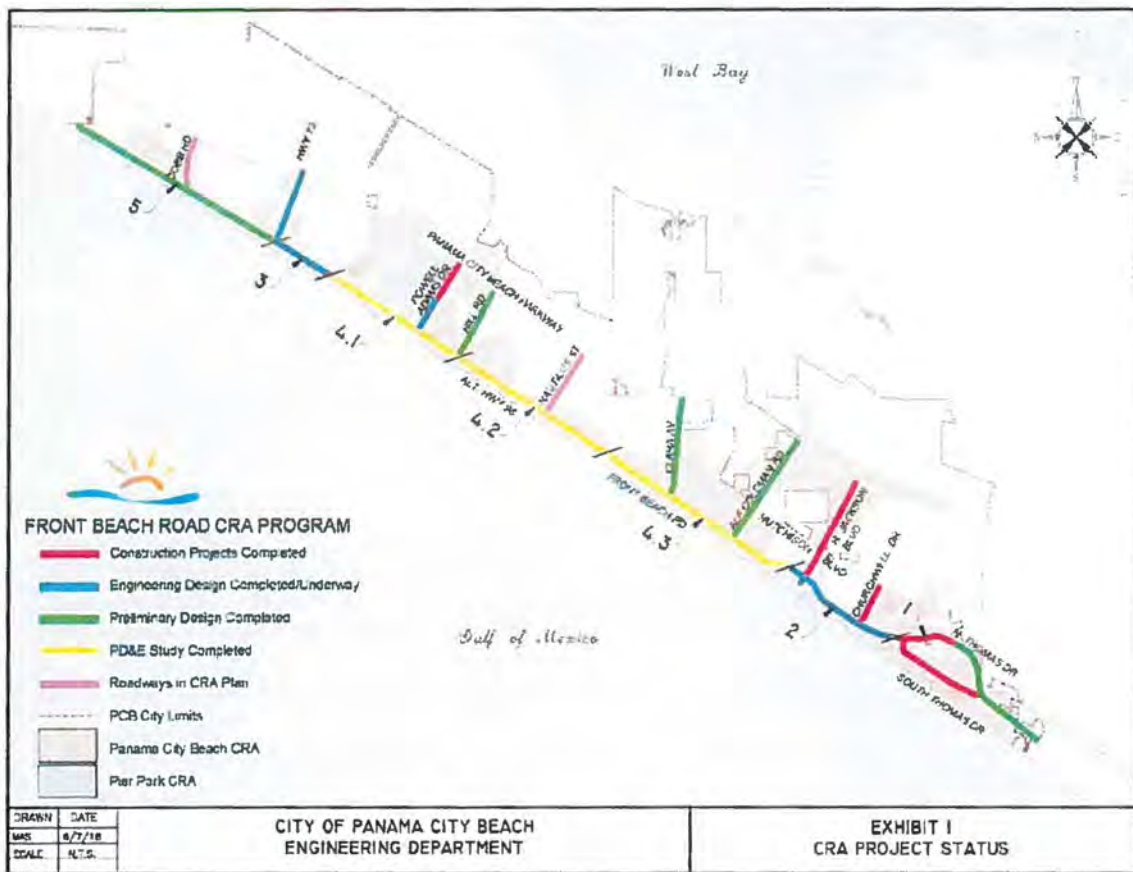
Jo Smith



Front Beach Road Community Redevelopment Area

On November 30, 2000, the City Council of Panama City Beach, Florida created the Panama City Beach Community Redevelopment Agency and declared the City Council as the governing body of the Agency. Subsequently, on June 21, 2001, the Council adopted a resolution and created the Front Beach Road Community Redevelopment Area (CRA).

The Front Beach Road CRA focuses on the community's tourist core that generally stretches along Front Beach Road from the eastern City limits line to the western City limits line and generally extends about 1500-2000 linear feet from the Gulf to Middle Beach Road. Some parcels extend back to Panama City Beach Parkway or the City's northern limits; however these parcels are linked to Front Beach Road through ownership, use or pattern of development. The described area is shown below.



The Front Beach Road CRA Redevelopment Plan

The Front Beach Road CRA Redevelopment Plan provides a framework for redevelopment of infrastructures within the CRA. The Plan was adopted by the City Council in August 2001.



The Community Redevelopment Plan recommends enhancement of approximately 19.8 miles of existing roadways within the Front Beach Road CRA. Cost elements include various street widening to three, four or five lanes, enhancing roadway lighting, paving, striping, turn lanes, landscaped medians, roadside landscaping, new signage, hardscape, sidewalks, stormwater drainage systems and ponds and undergrounding of all utilities. Streets within the Redevelopment Area currently identified for improvements include: Front Beach Road, North Thomas Drive, South Thomas Drive, Churchwell Drive, Richard Jackson Blvd, Alf Coleman Road, Clara Avenue, Nautilus Street, Hill Road, Powell Adams Road, South Arnold Road, Cobb Road, Hutchison Blvd, and Panama City Beach Parkway.

The Front Beach Road CRA Redevelopment Plan contains three long-term primary objectives:

- (1) Pedestrian, Parking and Transportation Improvements. This objective includes an enhanced and interconnected network of right-of-way and other infrastructure projects that focuses on improving pedestrian movement, overall parking needs along Front Beach Road, ingress/egress and evacuation routes along Front Beach Road and its major connectors, upgrading stormwater management along Front Beach Road, and undergrounding of utilities within the Redevelopment Area.



- (2) Enhance Beach Access and Related Parking. This objective includes the enhancement of existing beach access points and the creation of new access points where warranted, and the provision of parking areas to support these access points throughout the corridor.
- (3) Plan Funding and Financing. This objective includes the creation and maintenance of efficient, practical, equitable funding and financing to properly implement the Plan and its projects, utilizing tax increment revenues, non-ad valorem assessment revenue, bonds, other public instruments, grants, public/private partnerships and other sources of funding.

The City staff has developed short term and long term goals to accomplish the primary objectives, namely:

- (1) Provide for safe and convenient multimodal mobility along the beachfront roadways.
- (2) Provide stormwater, streetscape and landscape improvements and undergrounding of aerial utilities.
- (3) Provide for improved parking, particularly for beach access.
- (4) Provide for dedicated transit and bicycle lanes anchored by gateway multimodal centers providing convenient, safe and timely mobility for both pedestrians and bicyclists.
- (5) Secure Program funding to supplement tax increment revenues.
- (6) Manage right of way acquisition effort needed for roadway and storm drainage improvements.
- (7) Manage Program planning, design and construction effort and projects.
- (8) Lead effort to qualify for Federal and other funding to supplement tax increment revenues.
- (9) Lead effort to develop Front Beach Road maintenance agreement with the Florida Department of Transportation.
- (10) Develop a work plan for CRA improvements.

Fiscal Year 2017 Accomplishments

The Community Redevelopment Agency accomplishments in fiscal year 2017 consisted of the following:

1. Front Beach Road Segment 2 Redevelopment Project

The Front Beach Road Segment 2 Redevelopment Project begins approximately 500 feet west of Richard Jackson Blvd and ends at the South Thomas Drive intersection, approximately 1.1 miles long.

In fiscal year 2016, the project was awarded to GAC Contractors Inc. September 22, 2016 in the amount of \$14,222,000 and commenced immediately thereafter. Construction has continued throughout FY17 and is scheduled for completion in the spring of 2019. While construction activities have continued, the City has provided project management, construction engineering inspection and coordination. Staff coordinated a license agreement for the Majestic Beach Resort to maintain their own landscaping and irrigation adjacent to their property along the project corridor. We worked with several private properties to obtain secondary

access easements for the contractor and the City to install gulf power conduit at designated locations. Staff also met with property owners to discuss concerns about the effects that construction would have on their adjacent properties. Also in fiscal year 2017, the City took over Segment 2 of Front Beach Road from the FDOT to own and maintain.



2. Front Beach Road Segment 3/SR 79 Redevelopment Project

The Project Development & Environment (PD&E) Reevaluation of the SR 79 Redevelopment Project, SR 30A (Front Beach Road) to SR 30 (Panama City Beach Parkway), was initiated in fiscal year 2009 and completed in 2010. The final design phase of the project was initiated in fiscal year 2010 and was completed in 2014. The Project includes four travel lanes with turn lanes/landscaped medians, stormwater retention pond, sidewalks, underground utilities, streetscape, landscape and roadway lighting. The Front Beach Road Segment 3 and SR 79 Reconstruction Projects were designed at the same time to maintain continuity of the roadway, landscaping, stormwater and utilities for these intersecting projects.

Surveys were finalized for portions of the right of way and temporary construction easements for Front Beach Road Segment 3 and Highway 79 project. At this time, nine (9) parcels were identified and surveyed to be required for partial takes and three (3) Temporary Construction Easements (TCEs) were identified as part of those partial right of way takes. In addition a procedures manual was prepared to ensure that the City would be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act to protect existing and future federal funding that may be pursued on CRA Segment 3/Hwy 79.

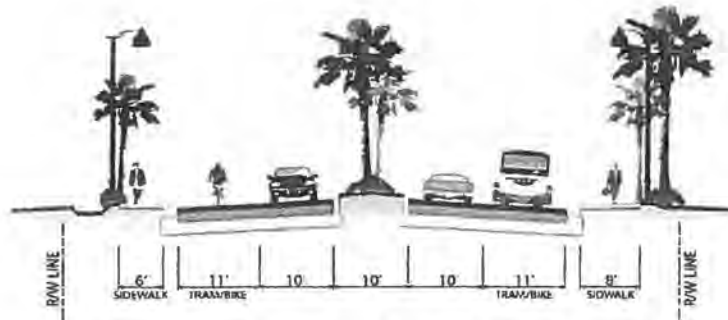
Staff considered possible alternatives that would change the overall stormwater design for this project. The City's stormwater consultant provided calculations and updated the stormwater model which used new methodology to present to FDEP. We had several meetings with FDEP to try to come up with enhanced stormwater solutions for the Segment 3/Hwy79 project. This analysis was submitted to FDEP which could potentially reduce the amount of land acquisition for right of way of stormwater ponds and increase the water quality standards for this project. FDEP was receptive to the different options and as of January 2018, FDEP agreed to one of the methodologies presented to them. Though this was not approved in

fiscal year 17, we anticipate moving forward with this methodology to be able to modify and submit to FDEP for final design and permitting review and approval.



TYPICAL NO. 1
STATE ROAD 79





**TYPICAL NO. 2
FRONT BEACH ROAD**

3. Additional FY 2017 Accomplishments

- A. Managed CRA landscape maintenance contract for Churchwell Drive, Richard Jackson Boulevard, Powell Adams Segment 1, South Thomas Drive and Front Beach Road Segment 1.
- B. Continuing coordination efforts with City consultant for the financial modeling of Front Beach Road CRA with Operations and Maintenance Costs including:
 - Future Capital Cost
 - Future Maintenance Costs
 - Future Funding
- C. Informally met with property owners regarding future developments for CRA right of way partnerships.
- D. Blighted Properties Supported identification and cleanup of blighted properties within the CRA. Code enforcement oversaw the following properties be demolished and the properties cleaned up:
 - 12108 Front Beach Road (Demo 7/12/17)
 - 603 & 605 Churchwell (Demo 6/21/17)
 - 10510 Front Beach Road (Demo 8/07/17)
 - 10591 Parkhill Circle (Demo old City well house)
- E. Continued code enforcement activities for City of Panama City Beach Ordinances within CRA boundaries; The following activities were conducted by the Code Enforcement during fiscal year 2017:

- Wrote violations when properties' stormwater improvements were non-compliant.
 - Ensured properties were maintained by enforcing adequate trash removal, graffiti clean-up and proper landscaping per City Ordinance.
 - Ensured proper removal of nonconforming signs.
 - Continued to implement turtle lighting ordinance and wrote violations when required.
- F. Worked with FDOT to take over the Front Beach Road Segment 1 Road right of way for ownership and maintenance.
- G. Considered beach parking opportunities to compliment beach access points to include public/private parking partnerships.
- H. Provided Annual and Financial Reporting required by the CRA to both City Council for approval and to be posted on the City website.
- I. Coordinated approval of the CRA Work Plan through the Bay County Transportation Planning Organization (TPO) and integrated the Plan into the Long Range Transportation Plan, State Transportation Improvement Program (TIP) and Bay County TPO Transportation Improvement Program as a necessary step to qualify CRA projects for the state and federal funding.
- J. Existing parking meters had many operational problems and were in need to be changed out. A new pilot parking meter was installed in FY16/17. So far, in FY 17, results have been good and staff is in the process of gradually replacing the remaining meters with this new type of meter.

Near Work Term Plan

The City Manager and his staff under his direction, including Program Manager and City sub-consultants with the approval of City Council approved funds for fiscal years 2017 and 2018 necessary to undertake or carry out the following activities referred to as the Near Work Term Plan.

1. Continue management and CEI services for the CRA Front Beach Road Segment 2 project.
2. Continue right of way assessment on Front Beach Road Segment 3 and Highway 79 project and acquire necessary right of way. Continue with necessary stormwater calculations and updates to reduce land acquisition and obtain FDEP permitting.

3. Work with FDOT to use the combined TRIP grant funding and jointly proceed with the RFQ process for the design and construction plans for Segment 4.1 (Lullwater to Hill Road).
4. Coordinate with future developments for CRA right of way partnerships.
5. Manage CRA landscape maintenance contract.
6. Finalize the financial modeling of Front Beach Road CRA with Operations and Maintenance costs including:
 - Future Capital Costs
 - Future Maintenance Costs
 - Future Funding
7. Continue support of removal of blighted properties within CRA.
8. Consider beach parking opportunities to compliment beach access points to include public/private parking partnerships.
9. Continue exploring alternate roadway transit funding through government grants, loan programs, and public/private partnerships.
10. Continue effort to evaluate local economic trends and available tax increment revenues to develop financing options and plans, including leverage tax increment funds to procure additional bond financing.
11. Provide feasibility study to see what efforts and approximate expense would be required to design, permit and construct sidewalk between Front Beach Road Segment 2 and Segment 3.

The Community Redevelopment Agency's Past Accomplishments:

Since the inception of the program, intense planning and public involvement have resulted in a comprehensive plan for a series of innovative infrastructure projects that are transforming the community's roadways into a safe and efficient multi-modal system. The system includes roadway lanes dedicated specifically for transit vehicles connecting regional multi-modal centers as well as local public parking lots resulting in efficient mobility during even the most congested season. The multi-modal centers and transit system serve regional parking needs for commerce and beach access and, in conjunction with a



revised transit-oriented land development code, create vitally needed opportunities for urban redevelopment throughout the community. All roadway infrastructure projects provide for sidewalks, bicycle lanes, landscape; streetscape and fiber optic communications to complement the transit system operations and relocate all aerial utilities underground for storm protection and beautification.



Activities previously authorized by the City Council and subsequently completed include:

1. Completed construction of the sidewalk along the east side of Alf Coleman Road from Hutchison Blvd to Panama City Beach Parkway.
2. Submitted various Transportation Regional Incentive Program (TRIP) grant applications.
3. **North Thomas Drive Sidewalk Project**
Designed and constructed a sidewalk on the north side of N. Thomas Drive from S. Thomas Drive to Joan Avenue.



4. **The Powell Adams Road Redevelopment Project:** On February 23, 2012 the Council entered into a public-private partnership agreement with Wal-Mart Stores East, LP ("Walmart") for the Powell Adams Road Segment 1 Redevelopment Project from Panama City Beach Parkway (US 98) to L C Hilton Jr. Drive. Walmart proposed to front the entire cost of improvements and be reimbursed by the City the fees and costs incurred for the design, engineering, construction and installation of improvements, less the cost of the Wal-Mart specific offsite improvements and less the proportionate fair-share contribution for the Walmart Development. The



Council also authorized staff to begin the process for the right-of-way and pond site acquisition for the Project. The Final Design for the Powell Adams Road Segment 1 Redevelopment Project was completed on December 21, 2011. The Project was released for bid and awarded by Walmart in March 2012. The construction phase of the Powell Adams Road Redevelopment Project began in April 2012 and was completed in 2013.

To maintain design continuity between segment 1 improvements and the remaining segment of the Powell Adams Road Redevelopment Project from L C Hilton Jr. Drive to Front Beach Road, on November 10, 2011, the City Council approved a Professional Services Agreement for the final design phase of the Powell Adams



Road Redevelopment Project. The final design for the Powell Adams Road



Segment 2 Redevelopment Project was completed on April 17, 2012;

Powell Adams Road Typical Section

5. **The South Thomas Drive Redevelopment Project** construction began in fiscal year 2009 and was completed in fiscal year 2013. The Project included reconstruction of South Thomas Drive between Front Beach Road and North Thomas Drive and provides a dedicated transit and bicycle lane on the north side of the roadway, a dedicated bicycle lane on the south side of the roadway, two travel lanes, turn lanes, landscaped medians, stormwater pond, sidewalks, underground utilities, roadway lighting, streetscape and landscape on both sides of the road. The stormwater retention pond functions as a public walking park with extensive landscaping, pathways, lighting and seating.



6. **The Front Beach Road Segment 1 Redevelopment Project** construction began at the same time as the South Thomas Drive Reconstruction Project in 2009 and was completed in fiscal year 2013. The Front Beach Segment 1 Reconstruction Project included reconstruction of Front Beach Road (SR 30A) between South Thomas Drive and Hutchison Boulevard and provides a dedicated transit and bicycle lane on the south side of the roadway, dedicated bicycle lane on the north side of the roadway, an additional eastbound vehicle lane, improved westbound merge lane at the Middle Beach Road and North Thomas Drive intersection and provides a stormwater retention pond, sidewalks, underground utilities, streetscape, landscape and roadway lighting. The stormwater retention pond functions as a public walking park with extensive landscaping, pathways, lighting and seating.



7. **The CRA Intelligent Transportation (ITS) Projects** Construction were completed in 2013. The projects included running fiber optic cables along Front Beach Road from Hutchison Blvd to S. Thomas Drive, along S. Thomas Drive from Front Beach Road to N. Thomas Drive and along N. Thomas Drive from S. Thomas Drive to Joan Avenue. The projects also include installation of the ITS equipment (i.e. control boxes, poles, communication equipment, and CCTV).

8. **Churchwell Drive Redevelopment Project** Construction of Churchwell Drive and public parking lot were completed in 2007. The City integrated and coordinated



CRA funding with Federal Bridge Replacement funding through Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) and replaced the Churchwell Drive Bridge. The project provides sidewalks, bike lanes, underground utilities, landscape, roadway lighting and stormwater ponds for stormwater runoff treatment and attenuation.

9. **Richard Jackson Blvd Redevelopment Project** construction was completed in 2007. Richard Jackson Blvd was formerly named Beckrich Road. The project provides sidewalks, bike lanes, underground utilities, landscape, roadway lighting and stormwater ponds for stormwater runoff treatment and attenuation.



- 10. The Front Beach Road Project Development & Environment (PD&E) Study**
from the Middle Beach Road/North Thomas intersection to SR 79 which was initiated in fiscal year 2009 was completed in 2012. This Study was initiated to maintain eligibility for federal funding of Front Beach Road and transit improvements.
- 11. Alf Coleman Road Preliminary Design and Right-of-way Acquisition**
Completed 60% design of the Alf Coleman Road Redevelopment Project and acquired properties for north stormwater pond at Surfside Storage, south stormwater pond at Grand Panama and roadway right of way strips on the north end of Alf Coleman Road.
- 12. Preliminary Design of Clara Avenue**
Completed the preliminary design of Clara Avenue to identify anticipated right-of-way needs on this connector.
- 13. 90% Design of North Thomas Drive**
Completed 90% design of the North Thomas Drive Redevelopment Project from Front Beach Road to Joan Avenue.
- 14. Preliminary Design of Hill Road**
Completed the preliminary design of Hill Road to identify anticipated right-of-way needs and developed associated legal descriptions on this connector.
- 15. SR 79 TRIP Financing**
Developed application and secured \$500,000 TRIP funding in 2009 for SR 79 reevaluation and design phases of the SR 79 Reconstruction Project.
- 16. Transit Development Study**
Completed development of an operational model for multimodal improvements on Front Beach Road (the "Transit Operation Plan").
- 17. Purchase of Land for Eastern Multimodal Facility**
In March 2007, the City Council acquired a 3.8 acre parcel on North Thomas Drive for a future public parking/multimodal facility.



18. Front Beach Road 30% Roadway & 60% Drainage Plans (from Hwy 79 to N. Thomas Drive)

Completed development of preliminary roadway and drainage plans and a Corridor Study for Front Beach Road ("Front Beach Road Preliminary Design").



19. Design Guidelines Manual

Completed development of a manual which establishes the CRA design standards and guidelines.

20. Parking Meters

Purchased parking meters for the CRA parking lots.

21. Federal and State Transportation Plans

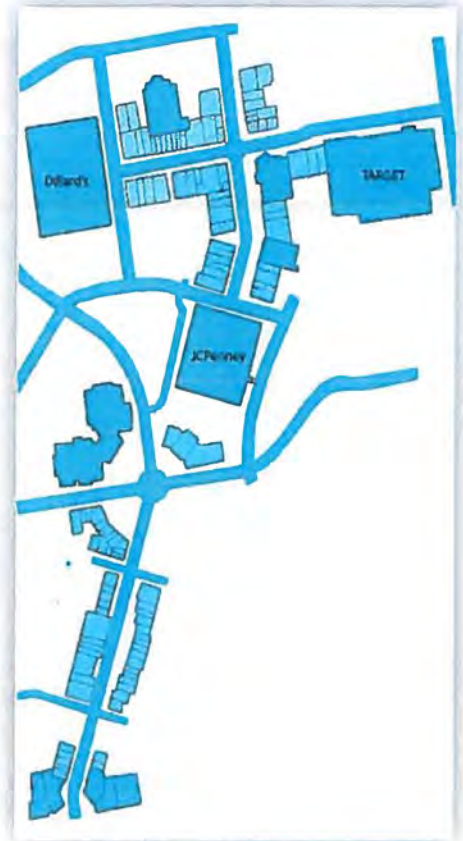
Coordinated approval of the CRA Work Program through the Bay County TPO and integrated the Plan into the Bay County LRTP, State TIP and Bay County TPO TIP as a necessary step to qualify CRA projects for State and Federal funding.

Pier Park Community Redevelopment Area

In 2001, the City entered into an agreement with the Panama City Beach Community Redevelopment Agency, the Pier Park Community Development District (the "CDD") and the St. Joe Company ("St. Joe") titled the "Public Improvement Partnership Agreement" (the "PIPA"). This Agreement provides for the construction of improvements in the Pier Park Redevelopment Area and the transfer of properties between the parties to facilitate the development of this area.



Pier Park is serving as the premier shopping destination for Panama City Beach and the entire Emerald Coast market. Pier Park is an approximately 1.1 million square foot open-air regional lifestyle center, bringing unique shopping, tourist attractions and dining to the Panama City Beach area. Located on Front Beach Road in the heart of Panama City Beach, Pier Park is ideally located to serve the area's growing residential community, and over 7 million tourists that visit each year. Pier Park has approximately 900,000 square feet retail, dining and entertainment complex and is located on 93 acres of land between Front Beach Road (at the City Pier) and US 98 (Panama City Parkway).



The CDD was authorized to issue debt to provide funds for public improvements constructed in the Pier Park Redevelopment Area. The City has pledged tax increment revenue collected within Pier Park to the CDD to be applied to the payment of interest and principal on the debt obligations.

Fiscal Year 2017 Activities

The fiscal year 2017 accomplishments within the Pier Park CRA have included either replacing old tenants or adding tenants to non-leased space. Pier Park new tenants consist of Paradise Found, Buffalo Wild Wings remodel, and the construction of the new Skywheel.



The CDD also continued its maintenance activities for the entire infrastructure within the Pier Park CRA, including but not limited to the roads, street lights, stormwater systems, stormwater retention ponds, the landscape areas throughout Pier Park, Aaron Bessant Park, and the City Pier restroom facilities and concession deck.



Financial Statements

March 31
2018

Fiscal Year 2017 Financial Statements Front Beach Road & Pier Park Community Redevelopment Areas

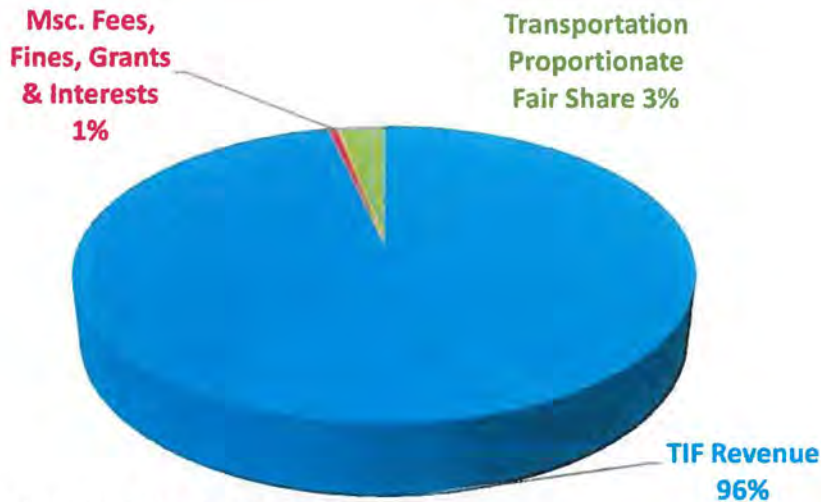


In order to provide the reader with as much information as possible with regard to the activities of both the Front Beach Road and Pier Park Community Redevelopment areas, the attached unaudited financial statements report the combined activities of the Panama City Beach Community Redevelopment Agency (the "Agency") and the City of Panama City Beach CRA Special Revenue Fund. The Agency is a blended component unit of the City of Panama City Beach and as such, its activities are combined with the City's CRA Special Revenue Fund and reported as a major fund within the City's audited financial statements. Tax increment funds are received by the Agency from Bay County and other than interest earnings represent the Agency's sole source of revenue. The tax increment funds related to the Pier Park Community Redevelopment Area are transferred from the agency to the Pier Park CDD. The tax increment funds related to the Front Beach Road Community Redevelopment Area are transferred to the City which restricts the use of such funds to the implementation of the Front Beach Road Community Redevelopment Plan.

Front Beach Road CRA Financial Statements

The Community Redevelopment Agency (CRA) receives its revenue through Tax Increment Funds (TIF). The TIF funds vary based on the increased property values from the 2000 base year. Total TIF revenue received by the CRA since creation of the Front Beach Road CRA is listed below:

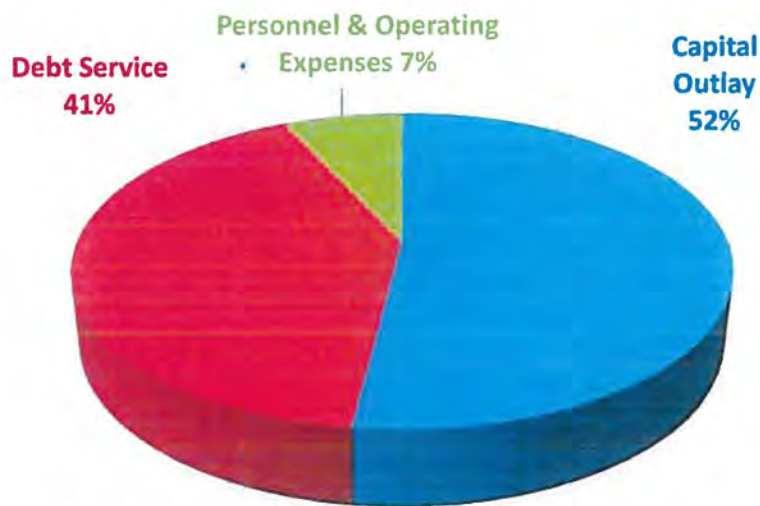
Fiscal Year 2003- 2017	TIF Revenue
2003	\$ 923,154
2004	\$ 1,848,987
2005	\$ 2,494,974
2006	\$ 6,940,002
2007	\$ 9,234,244
2008	\$ 8,522,456
2009	\$10,019,940
2010	\$ 8,246,840
2011	\$ 7,263,322
2012	\$ 6,396,058
2013	\$ 5,719,481
2014	\$ 5,710,445
2015	\$ 7,829,110
2016	\$ 8,632,890
2017	\$ 9,425,307
Total	\$ 99,207,210



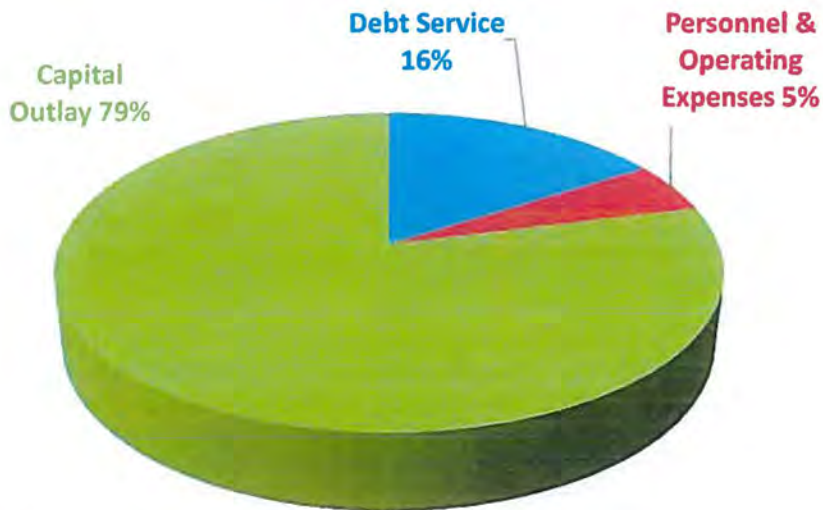
The CRA actual revenue in fiscal year 2017 totaled \$9,772,046. The CRA also receives monies from public parking, proportionate share payments, interest, rents and code enforcement fines. The CRA issued Capital Improvement Revenue

Bonds, Series 2006, in the amount of \$54,835,000. As of September 30, 2017, all of the Bond proceeds have been expended primarily for new road reconstruction and right-of-way acquisition. On March 26, 2015, the City issued \$42,915,000 Capital Improvement Revenue Bonds, Series 2015, to advance refund a portion of the outstanding principal amount of the City's Series 2006 bonds. Debt service payments are approximately \$3.5 million per year with final maturity November 1, 2031. The City has sufficient funds on hand to build CRA Front Beach Road Segment 2 which is now under construction. The City will explore additional funding opportunities to be able to move forward with future phases more expeditiously.

The Front Beach Road CRA Fiscal Year 2017 Expenditures and Fiscal Year 2018 Budget are shown below:



FISCAL YEAR 2017 EXPENDITURES



FISCAL YEAR 2018 BUDGET

In 2001, the City entered into an agreement with the Panama City Beach Community Redevelopment Agency, the Pier Park Community Development District (the "CDD") and the St. Joe Company ("St. Joe") titled the "Public Improvement Partnership Agreement" (the "PIPA"). This Agreement provided for the construction of improvements in the Pier Park Redevelopment Area and the transfer of properties between the parties which facilitated the development of this area.

Pier Park CRA Financial Statements

For the year ended September 30, 2017, tax increment funds remitted by the County to the City for the Pier Park CRA were in the amount of \$479,697. These funds were subsequently paid to the Community Development District (CDD) by the City. Additionally, the City has irrevocably pledged the business tax receipts collected within Pier Park to the CDD to be applied (after deduction of certain amounts for public safety services) to certain CDD costs and obligations, including the payment of interest and principal on the debt obligations, in a priority specifically detailed in the PIPA. Business tax receipts collected within the Pier Park CRA in the fiscal year ended September 30, 2017 were in the amount of \$2,222,924. Of this amount, \$406,714 was retained by the City for the provision of public safety services within the Pier Park CRA. The amount retained by the City is determined in accordance with the PIPA. The balance of collected funds, \$1,816,210 was remitted by the City to the CDD.



See attached **Exhibit A** for a copy of the Community Redevelopment Fund Balance Sheet as of September 30, 2017 and the Statement of Revenues, Expenditures and Changes in Fund Balances for the year ended September 30, 2017.

Exhibit A

City of Panama City Beach, Florida
Balance Sheet
Community Redevelopment Fund
September 30, 2017

	Community Redevelopment Fund
Assets	
Cash	\$ 881
Accounts receivable	36
Prepaid expenses	216
Cash - restricted	23,459,691
Due from other funds - restricted	3,024
Total assets	\$ 23,463,848
Liabilities and fund balances	
Liabilities	
Accounts payable	\$ 400,006
Due to other governments	288
Due to other funds	4,828
Accrued expenses	6,471
Deferred revenue	1,900
Total liabilities	413,493
Fund balances	
Nonspendable	216
Restricted	23,053,143
Unassigned	(3,004)
Total fund balances	23,050,355
Total liabilities and fund balances	\$ 23,463,848

City of Panama City Beach, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances
Community Redevelopment Fund
Year Ended September 30, 2017

	<u>Community Redevelopment Fund</u>
Revenues	
Tax increment funds	
Front Beach Road	\$ 9,425,307
Pier Park	479,697
Municipal services impact fees	296,000
Fines and forfeitures	3,800
Rents	4,800
Interest	295
Other fees and miscellaneous	41,844
Total revenues	10,251,743
Expenditures	
Current	
General government	
Front Beach Road	88,581
Pier Park	479,697
Highways and streets	546,057
Debt service	
Principal	2,210,000
Interest and fiscal charges	1,202,588
Capital outlay	
Highways and streets	4,364,550
Total expenditures	8,891,473
Excess of revenues over expenditures	1,360,270
Net change in fund balances	1,360,270
Fund balances - beginning	21,690,085
Fund balances - ending	\$ 23,050,355

Contact Information

Kelly Jenkins, PE, City Engineer
City of Panama City Beach, Florida
116 South Arnold Road
Panama City Beach, Florida 32413
Office: 850.233.5100 or 850.233.5054 ext. 2414
Cell: 850.258.5830
Fax: 850.233.5116
kjenkins@pcbgo.com

REGULAR

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
APRIL 12, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER APPROVAL OF RESOLUTION TO FUND HIRE OF A PUBLIC INFORMATION OFFICER BY BUDGET AMENDMENT.

4. AGENDA

PRESENTATION -
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

On February 8, 2018, the City Council approved a job description for a Public Information Officer. The position was advertised, applicants interviewed by Civil Service, and an offer extended to Debbie Ward.

Staff recommends approval of the Budget Amendment to fund this newly created position.

RESOLUTION 18-75

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO FUND THE HIRE OF A PUBLIC INFORMATION OFFICER; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The following budget amendment (#17) 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 A, to appropriate funds from the City's general and utility funds for a newly created Public Information Officer position.
2. 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 _____ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10

No. BA # 17

FUND	General ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-1300-513.12-10	Salaries Regular	580,000.00	17,500.00	597,500.00
TO	001-1300-513.21-10	FICA Taxes	47,201.00	1,339.00	48,540.00
TO	001-1300-513.22-10	Retirement	52,030.00	1,750.00	53,780.00
TO	001-1300-513.23-10	Health Insurance	52,000.00	1,134.00	53,134.00
TO	001-1300-513.23-20	Dental Insurance	2,600.00	54.00	2,654.00
TO	001-1300-513.23-30	Life Insurance	500.00	11.00	511.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	7,246,791.00	(21,788.00)	7,225,003.00
	UTILITY				
TO	401-3300-533.12-10	Salaries Regular	1,952,000.00	2,500.00	1,954,500.00
TO	401-3300-533.21-10	FICA Taxes	158,875.00	191.00	159,066.00
TO	401-3300-533.22-10	Retirement	159,699.00	250.00	159,949.00
TO	401-3300-533.23-10	Health Insurance	260,000.00	162.00	260,162.00
TO	401-3300-533.23-20	Dental Insurance	13,000.00	8.00	13,008.00
TO	401-3300-533.23-30	Life Insurance	2,400.00	2.00	2,402.00
TO	401-3500-535.12-10	Salaries Regular	2,270,000.00	2,500.00	2,272,500.00
TO	401-3500-535.21-10	FICA Taxes	185,979.00	191.00	186,170.00
TO	401-3500-535.22-10	Retirement	207,030.00	250.00	207,280.00
TO	401-3500-535.23-10	Health Insurance	335,000.00	162.00	335,162.00
TO	401-3500-535.23-20	Dental Insurance	16,500.00	8.00	16,508.00
TO	401-3500-535.23-30	Life Insurance	1,300.00	2.00	1,302.00
FROM	401-8100-999.96-00	Reserves Available for Expenditures	37,503,569.00	(6,226.00)	37,497,343.00
TO	401-3800-538.12-10	Salaries Regular	346,000.00	2,500.00	348,500.00
TO	401-3800-538.21-10	FICA Taxes	28,049.00	191.00	28,240.00
TO	401-3800-538.22-10	Retirement	34,980.00	250.00	35,230.00
TO	401-3800-538.23-10	Health Insurance	4,950.00	162.00	5,112.00
TO	401-3800-538.23-20	Dental Insurance	2,500.00	8.00	2,508.00
TO	401-3800-538.23-30	Life Insurance	500.00	2.00	502.00
FROM	401-8100-999.95-00	Reserves Restricted	18,036,834.00	(3,113.00)	18,033,721.00
		Check Adjustment Totals:	69,500,287.00	0.00	69,500,287.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds for PIO position - funded 70% General Fund and 30% Utility Fund

ROUTING FOR APPROVAL

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

Exhibit A

AGENDA ITEM # 2

REGULAR

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Street / Kelly Jenkins

2. MEETING DATE:

04/12/18

3. REQUESTED MOTION/ACTION:

Approve the construction agreement for the Pedestrian Crossing N. Pier Park Drive project with GAC Contracting, in the amount of \$17,678.00.

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)

Safety is a concern for pedestrians crossing North Pier Park Drive near the entrance of Frank Brown Park. Staff completed construction drawings and bid documents for the proposed pedestrian crosswalk in this location.

A solicitation for construction bids was publicly advertised and two bidders responded. Both bidders were deemed responsive. Staff has reviewed the bids, and the apparent responsive low bidder was GAC Contractors, Inc. for \$17,678.00. There was an additive alternative for the flashing beacons which came in at \$32,386.00. However, the City Police Department has four beacons that they are willing to donate for this project so this additive alternate is not needed. City staff will also install the beacons to save on the costs and ensure the added safety features are included in the project. Therefore, staff recommends awarding the base bid to GAC in the amount of \$17,678.00 and utilizing the resources on hand to install the beacons.

This project was not budgeted for FY 17/18 but funds are available in the general reserves to complete this project. Attached is a copy of the bid tabulation, budget amendment, notice of award, and draft agreement.

RESOLUTION 18-76

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH GAC CONTRACTORS, INC. RELATED TO THE PEDESTRIAN CROSSING FOR NORTH PIER PARK DRIVE IN THE AMOUNT OF \$17,678; AUTHORIZING A BUDGET AMENDMENT FOR THE PROJECT; AND PROVIDING AN 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 execute and deliver on behalf of the City that certain Agreement between the City and GAC Contractors, relating to the pedestrian crossing for North Pier Park Drive, in the basic amount of Seventeen Thousand Six Hundred Seventy Eight Dollars (\$17,678.00), 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, whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment (#21) 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 # 4

PEDESTRIAN CROSSING N. PIER PARK DRIVE
April 2, 2018 2:30 P.M.

BIDDER	BID BOND	DRUG FREE	TRENCH SAFETY	PUBLIC ENTITY	ADDENDUM	LUMP SUM TOTAL	ADDITIVE ALTERNATIVE
GAC Contractors, Inc.	X	X	X	X	N/A	\$17,678.00	\$32,386.00
Sikes Concrete	X	X	X	X	N/A	\$24,380.00	\$30,200.00
					N/A		
					N/A		
					N/A		
					N/A		
					N/A		

AGENDA ITEM #

4

SECTION 00050
AGREEMENT

THIS AGREEMENT, made this 12 day of April, 2018, by and between, the City of Panama City Beach (hereinafter called "OWNER") and GAC Contractors, Inc., doing business as a corporation, having a business address of 4116 Hwy 231 N, Panama City, FL. 32404 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below) in connection with the construction of the **PANAMA CITY BEACH – PEDESTRIAN CROSSING FOR N. PIER PARK DR.** (Project), to be located in Bay County, Florida, in accordance with the Drawings and Specifications prepared by **THE CITY OF PANAMA CITY BEACH**, the Engineer of Record (hereinafter called "ENGINEER") and all other Contract Documents hereinafter specified.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the Work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such Work in accordance with this Agreement (collectively the "Work"). CONTRACTOR's employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, the CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR's employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR's subcontractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of the OWNER.
2. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed to be issued by OWNER in writing within 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within **30** consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by the CONTRACTOR within the time period set forth in Section 15 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$200.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of Section 00100, General Conditions.

PEDESTRIAN CROSSING FOR N. PIER
PARK DR.

Exhibit A

AGREEMENT 00050-1

AGENDA ITEM # 4

- a. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the lump sum of \$ 17,678.00 as shown in the Bid Schedule, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
4. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:
 1. ADVERTISEMENT FOR BIDS (SECTION 00010)
 2. INFORMATION FOR BIDDERS (SECTION 00020)
 3. BID (SECTION 00030)
 4. BID BOND (SECTION 00040)
 5. AGREEMENT (SECTION 00050)
 6. PERFORMANCE BOND (SECTION 00060)
 7. PAYMENT BOND (SECTION 00070)
 8. NOTICE OF AWARD (SECTION 00080)
 9. NOTICE TO PROCEED (SECTION 00090)
 10. DRUG-FREE WORK PLACE (SECTION 00095)
 11. CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT (SECTION 00096)
 12. PUBLIC ENTITY CRIMES STATEMENT (SECTION 00097)
 13. CERTIFICATE OF INSURANCE (SECTION 00099)
 14. GENERAL CONDITIONS (SECTION 00100)
 15. SUBMISSION OF WORK SCHEDULE (SECTION 00801)
 16. PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL (SECTION 00802)
 17. MOBILIZATION/DEMOBILIZATION (SECTION 01505)
 18. PROJECT CLOSEOUT (SECTION 01705)
 19. APPENDICES (APPENDICES A THROUGH C)
 20. PLANS prepared by The City of Panama City Beach
 21. ADDENDA
 - No.1, dated _____, 2018.
 - No.2, dated _____, 2018.
 - No.3, dated _____, 2018.

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement."

5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions (SECTION 00100) such amounts as required by the Contract Documents.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. This Agreement shall be governed by the laws of the State of Florida.
8. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given:
 - i. By mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested; or
 - ii. By sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery; or,
 - iii. By hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to OWNER:

_____ City of Panama City Beach
_____ 110 South Arnold Road
_____ Panama City Beach, Florida 32413
ATTENTION: _____ Mario Gisbert, City Manager _____ Fax
No.: _____ (850) 233-5108

If to Contractor:

_____ GAC Contracting, Inc.
_____ 4116 Hwy 231 N., Panama City, FL. 32404
ATTENTION: _____ Derwin White
Fax No.: _____

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

9. The CONTRACTOR recognizes that the OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to the OWNER, the CONTRACTOR shall comply with and fully implement the sales tax savings program. As set forth in the Sales Tax Agreement, Section 00098.
10. The failure of the OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
11. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
12. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
13. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
14. For this Project, the OWNER has designated a Project Representative to assist the OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by the OWNER for this Project, shall be Robert Carroll, P.E. of McNeil Carroll Engineering, Inc.
15. The CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, Project Representative, or ENGINEER may be responsible, in whole or in part, shall relieve the CONTRACTOR of his/her duty to perform or give rise to any right to damages or additional compensation from OWNER. The CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against the OWNER will be the right to seek an extension to the Contract Time.

16. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance, except for coverages specifically waived by the OWNER, on policies and with insurers acceptable to the OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of the OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR's interests or liabilities. The CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR's subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors expressly waive any claim against the OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR's subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR's deductibles/self-insured retention's shall be disclosed to the OWNER and may be disapproved by the OWNER. They may be reduced or eliminated at the option of the OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of the CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by the OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of the OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Workers' Compensation and Employers' Liability Insurance Coverage

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

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

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

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

Commercial General Liability Coverage

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

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

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

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

Business Automobile Liability Coverage

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

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

Excess or Umbrella Liability Coverage

The CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full-occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile, and Employers' Liability Coverages with no gaps in continuity of coverages or limits with the OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$3,000,000, each occurrence and aggregate as required by the OWNER.

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

(SEAL)

ATTEST: _____

BY _____
(Signature)

NAME _____

TITLE _____

(SEAL)

ATTEST:

BY _____
(Signature)

NAME _____

TITLE _____

OWNER

CITY OF PANAMA CITY BEACH

BY _____
(Signature)

NAME Mario Gisbert

TITLE City Manager

CONTRACTOR

BY _____
(Signature)

NAME Derwin White

TITLE Vice President

ADDRESS: 4116 Hwy 231 N

Panama City, FL. 32404

Employer Identification
Number _____

END OF SECTION

PEDESTRIAN CROSSING FOR N. PIER
PARK DR.

AGREEMENT 00050-8

AGENDA ITEM # _____

4

**SECTION 00080
NOTICE OF AWARD**

TO: GAC Contractors, Inc.

4116 Hwy 231 N

Panama City, FL. 32404

PROJECT DESCRIPTION:

**PANAMA CITY BEACH
PEDESTRIAN CROSSING FOR N. PIER PARK DR.**

The City of Panama City Beach (OWNER) has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated March 12 & 19, 2018, and associated Information for Bidders.

You are hereby notified that your Bid in the amount of \$17,678.00 has been accepted by the OWNER. Provided, however, nothing in this Notice of Award or your delivery to the OWNER of the Agreement executed by you (with the required Bonds and Certificates of Insurance) shall in any manner or way be deemed to create any contract between you and the OWNER. No such contract shall be created unless and until the OWNER signs the Agreement.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance within 10 calendar days from the date of this Notice of Award.

If you fail to execute said Agreement, together with the required Certificates of Insurance and Bonds, within 10 calendar days from the date of this Notice of Award, the OWNER will be entitled to consider all your rights arising out of OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Deposit. The OWNER will be entitled to all other rights and remedies as may be available to it at law.

You must return an acknowledged copy of this Notice of Award to the OWNER, with the executed Agreement and required Certificates of Insurance and Bonds, within the above-noted 10 calendar day period.

Dated this 12 day of April, 2018.

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PEDESTRIAN CROSSING FOR N. PIER
PARK DR.

NOTICE OF AWARD 00080-1

AGENDA ITEM # 4

CITY OF PANAMA CITY BEACH
OWNER

By: _____

Name: Mario Gisbert

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: GAC Contractors, Inc. (Company Name).

This the 12 day of April, 2018

By: Derwin White (Print and Sign Name).

Title: _____

END OF SECTION

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

No. BA # 21

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-4100-541.63-10	Improvements	0.00	17,700.00	17,700.00
FROM	001-8100-999-96-00	Reserves Available for Expenditures	6,591,503.00	(17,700.00)	6,573,803.00
			0.00	0.00	0.00
		Check Adjustment Totals:	6,591,503.00	0.00	6,591,503.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from the General Fund reserves for the construction of a pedestrian crosswalk at North Pier Park Drive near the entrance to Frank Brown Park

ROUTING FOR APPROVAL

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

H
 AGENDA ITEM #
 B
 Exhibit

**REGULAR
ITEM 5**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Street / Kelly Jenkins

2. MEETING DATE:

04/12/18

3. REQUESTED MOTION/ACTION:

Approve the construction agreement for the Street Resurfacing Project FY - 2018 with Anderson Columbia Co. Inc, in the amount not to exceed \$924,000.00.

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)

Every year the Public Works Department is tasked with resurfacing roadways within City limits that are in need of repair or showing deterioration from normal traffic wear. The following roads were selected for repair this FY 2018:

- Emerald Lake Drive (From Clara Avenue to Eastern Limit)
- Gulf Boulevard (N) (From Panama City Beach Parkway to Northern Limit)
- Lakeview Circle (Entire Road)
- Deluna Place (Entire Road)
- Moonlight Bay Drive (N/S) (From Fairway Boulevard to East / West Section)
- Moonlight Bay Drive (E/W) (From North / South Section to Eastern Limit)
- Vestavia Street (S) (From Front Beach Road to Panama City Beach Parkway)
- Gulf Lane (Entire Road)
- Lake Circle (Entire Road)
- Eagle Drive (Everything but the Connecting Drive from Fairway Blvd. to Eagle Drive Intersection)

A solicitation for construction bids was publicity advertised and five bidders responded. Staff has reviewed the bids, and the low bidder was Anderson Columbia Inc for \$872,000.00 plus \$8,000.00 for the additive alternative for 2 additional speed humps. Due to the unknown conditions of the base material beneath these roads, we are also recommending an additional 5% contingency be included for this project. This would bring the total not to exceed contract amount to \$924,000.00. The remaining street resurfacing budget for FY 2018 is \$600,000.00. However, last year's appropriated funds of approximately \$633,500.00 were not used and are available to cover the remaining portion of the project. A budget amendment is attached to re-appropriate \$325,000.00 to this project and the remaining balance to street maintenance reserves. Attached is a copy of the bid tabulation, draft agreement, notice of award and a budget amendment.

RESOLUTION 18-79

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH ANDERSON COLUMBIA CO., INC. RELATED TO THE STREET RESURFACING OF A PORTION OF EMERALD LAKE DRIVE, GULF BOULEVARD NORTH, LAKEVIEW CIRCLE, DELUNA PLACE, MOONLIGHT BAY DRIVE, VESTAVIA STREET SOUTH, GULF LANE, LAKE CIRCLE AND EAGLE DRIVE IN THE AMOUNT NOT TO EXCEED \$924,000; AUTHORIZING A BUDGET AMENDMENT FOR THE PROJECT; AND PROVIDING AN 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 execute and deliver on behalf of the City that certain Agreement between the City and Anderson Columbia Co., Inc., relating to the street resurfacing of a portion of Emerald Lake Drive, Gulf Boulevard North, Lakeview Circle, Deluna Place, Moonlight Bay Drive, Vestavia Street South, Gulf Lane, Lake Circle and Eagle Drive, in the amount not to exceed Nine Hundred Twenty Four Thousand Dollars (\$924,000.00), 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, whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment (#20) 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

Bid Tabulation Form_Street Resurfacing FY2018

3_21_2018 @ 2:00 pm

BIDDER	ADDRESS	Bid Bond	Public Entity Crimes	Drug Free	Insurance	Add #1	LUMP SUM TOTAL	Comments
Anderson Columbia	2316 Hwy 71 Marianna, FL. 32448	X	X	X	X	X	\$872,000.00	Responsive Low Bidder
Pigott Asphalt	12 Shar Mel Re Lane Crawfordville, FL. 32327	X	X	X	X	X	\$875,084.00	
Roberts & Roberts	1741 Sherman Avenue Panama City, FL. 32405	X	X	X	X	X	\$899,538.00	
CW Roberts Contracting	1603 Bay Avenue Panama City, FL. 32405	X	X	X	X	X	\$1,183,023.57	
GAC	4116 US 231 Panama City, FL. 32404	X	X	X	X	X	\$1,248,638.00	

X -Means that mandatory Items were included in Bid submittals

AGENDA ITEM #

5

PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2018”

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2018 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and ANDERSON COLUMBIA Co., Inc., doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 1310 Redwood Avenue. Panama City, FL 32401

hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **“STREET RESURFACING PROJECT – FY 2018”**, to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called “Engineer”) and all other Contract Documents hereafter specified.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the “Work”). CONTRACTOR’S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR’S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR’S sub-

AGREEMENT

00050-1

Exhibit A

AGENDA ITEM #

5

Contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within (90) consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 01000, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$ 1000.00/day for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for **Street Resurfacing Project – FY 2018** for a total Not to Exceed contract of \$ 924,000.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

AGREEMENT

00050-2

AGENDA ITEM # 5

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

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	DRUG FREE WORKPLACE
Section 00097	PUBLIC ENTITY CRIMES
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS

Attachments

SPECIFICATIONS prepared or issued by City of Panama City Beach.

CONSTRUCTION PLANS prepared or issued by City of Panama City Beach.

ADDENDA :

No. 1, dated March 19, 2018

No. , dated , 2018

No. , dated , 2018

No. , dated , 2018

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

AGREEMENT

00050-3

AGENDA ITEM # 5

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

_____ City of Panama City Beach
 _____ 110 South Arnold Road
 _____ Panama City Beach, FL 32413
 ATTENTION: _____ Mario Gisbert, City Manager
 Fax No.: _____ (850) 233-5108

If to Contractor: _____ Anderson Columbia Co., INC.
 _____ 1310 Redwood Ave.
 _____ Panama City, FL. 32401

ATTENTION: _____ Gene Strickland
 Fax No.: _____

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

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10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a

whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project shall be Paul Casto, Public Works Director.

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or

otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverage and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

AGREEMENT

00050-7

AGENDA ITEM #

5

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

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

AGREEMENT

00050-8

AGENDA ITEM #

5

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

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

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall

be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage with no gaps in continuity of coverage or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$10,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

No other insurance will be required by the City for this Contract.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: Mario Gisbert
(Please type)

TITLE: City Manager

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME _____

(Please Type)

NAME: _____
(Please Type)

ADDRESS: _____

[END OF SECTION 00050]

AGREEMENT

00050-11

AGENDA ITEM # _____

5

PANAMA CITY BEACH – “STREET RESURFACING PROJECT - FY 2018”

SECTION 00080

NOTICE OF AWARD

TO: Anderson Columbia Co., INC.
1310 Redwood Ave.
Panama City, FL. 32401

PROJECT DESCRIPTION:

**PANAMA CITY BEACH
“STREET RESURFACING PROJECT – FY 2018”**

The City of Panama City Beach (“City”) has considered the BID submitted by you for the above described Project in response to its Advertisement for Bids dated February 19 and 26, 2018 and associated Information for Bidders.

You are hereby notified that your Bid in the not to exceed amount of \$ 924,000.00 has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (with the required Bonds and Certificates of Insurance) shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR’S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, together with the required Certificates of Insurance and Bonds, within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City’s acceptance of your BID as abandoned and as a forfeiture of your Bid Deposit. The City will be entitled to all other rights and remedies as may be available to it at law.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this _____ day of _____, 2018.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

NOTICE OF AWARD

00080-1

AGENDA ITEM # 5

CITY OF PANAMA CITY BEACH
Owner

By _____

Name: Mario Gisbert

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20____.

Name _____

Title _____

[END OF SECTION 00080]

5

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

No. BA # 20

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-4100-541.46-70	Repairs and Maintenance Street Resurfacing	1,200,000.00	325,000.00	1,525,000.00
TO	001-8100-999-93-00	Reserves Road Maintenance	225,000.00	308,500.00	533,500.00
FROM	001-8100-999-96-00	Reserves Available for Expenditures	7,225,003.00	(633,500.00)	6,591,503.00
			0.00	0.00	0.00
		Check Adjustment Totals:	8,650,003.00	0.00	8,650,003.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reappropriate unused street department resurfacing funds from FY 2017 not used in FY 2017 due to timing of resurfacing project; utilizing \$325,000 to augment the FY 2018 approved budget and designating \$308,500 of reserves to street resurfacing/maintenance for future

ROUTING FOR APPROVAL

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

Exhibit B

AGENDA ITEM #

5

REGULAR

ITEM 6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

POLICE

2. MEETING DATE:

APRIL 12, 2018

3. REQUESTED MOTION/ACTION:

Consider Approval of Agreement for the year round Wrecker Service and Storage with White's Wrecker Service, LLC dba Gulf County Wrecker Service.

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)

STAFF HAS SOLICITED FOR STATEMENTS OF QUALIFICATIONS FOR YEAR ROUND WRECKER SERVICES AND STORAGE. ONLY ONE RESPONSE WAS RECEIVED, FROM WHITE'S WRECKER SERVICE.

STAFF RECOMMENDS APPROVAL OF THE PROPOSED CONTRACT WITH WHITES.

RESOLUTION 18-80

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH WHITE'S WRECKER SERVICE, LLC DBA GULF COUNTY WRECKER SERVICE, RELATED TO YEAR ROUND WRECKER SERVICE AND STORAGE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and White's Wrecker Service, LLC dba Gulf County Wrecker Service, relating to wrecker service and storage, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

**CONTRACT 16-11
TOWING SERVICES**

This Contract, dated _____ is between the City of Panama City Beach, 110 South Arnold Road, Panama City Beach, FL ("City"), and White's Wrecker Service, LLC dba Gulf County Wrecker Service at 6120 Highway 22, Panama City, FL 32404 ("Contractor").

1. Scope of Work

The City desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to provide year round transportation, removal and impounding of automobiles, vessels, and other vehicles which are removed from the right of way by order of any Police Office of the City, under the authority of the Code of Ordinances of the City of Panama City Beach, the Standard Operating Procedures of the Panama City Beach Police Department and Florida Statutes, within the corporate limits of the City and on any right of way under the City's jurisdiction.

The Contractor will perform Towing Services as stated in the attached Scope of Services **Exhibit 1**. The Contractor hereby agrees to provide the services to the City according to Request for Qualifications (RFQ), said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being incorporated into this agreement as if fully set out herein, to the extent they are not inconsistent with this Agreement.

2. Term

This Contract shall commence upon execution of the Contract and continue for a five year period. The services rendered under the initial term of the contract are for the period of _____, 2018 through _____, 2023. At the sole discretion of the City the contract may be renewed for up to three (3) several and consecutive one-year periods.

3. Contract Price

Consideration for this Contract shall be limited to the funds collected by the Contractor for services provided under this Contract from the owners or authorized representatives of the owners of motor vehicles. The rates charged by the Contractor for services provided under this Contract shall be limited to the rates established by Panama City Beach Code of Ordinances Section 22-71. A schedule of current rates authorized by the City is attached as **Exhibit 2**, which rates may be modified by the City at any time.

4. Independent Contractor

The Contractor shall at all times relevant to this contract be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of the City.

5. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the City objects to the presence or performance of any employee of Contractor, Contractor shall provide another employee to perform the services to the City under this Contract.

6. Cooperation

Contractor agrees to perform the work as requested. Contractor will cooperate with the City of Panama City Beach Police Department or their designee, and specifically to allow the City and Police to evaluate the performance of the work of this Contract.

7. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract.

8. Police Representatives

The City of Panama City Beach Police Department has authority to designate the work to be done by Contractor under this Contract, to inspect such work, and to resolve questions which arise regarding the work. The Contractor or the Contractor's designee shall comply with any instruction of the City of Panama City Beach Police Department's representative on matters relating to the performance of the work. The City of Panama City Beach Police Department shall have the authority to stop work whenever they deem such action necessary to secure the safe and proper performance of the work under this Contract.

9. Laws, Rules and Regulations

a. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the City, Contractor shall provide proof of such compliance to the City.

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of the Contractor to comply with the provisions of this section shall constitute grounds for the City to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the City notifies the Contractor of such non-compliance.

10. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance as set forth in the Scope of Services.

Contractor shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the City, its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Contract is subcontracted to or used by the Contractor.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any

insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

12. Duty to Pay Defense Costs and Expenses

a. The Contractor agrees to reimburse and pay on behalf of the City the cost of the City's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification provisions above, or 2) other claims arising out of the Contractor's performance of this Contract and in which the City has prevailed.

b. The City shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

13. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the Contractor:

White's Wrecker Service, LLC dba
Gulf County Wrecker Service
Attn: Richard White
6120 Hwy 22
Panama City, FL 32404

For the City:

City of Panama City Beach
Attn: Mario Gisbert, City Manager
110 South Arnold Road
Panama City Beach, FL 32413

The Contractor shall notify the City of any change to its address. The City will disseminate the address change to all applicable departments and agencies. The Contractor's notification of address change is sufficient if sent by email or facsimile.

14. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the City.

15. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

16. Termination of Contract

The City may terminate this Contract at any time for cause and may also terminate this Contract without cause by giving at least thirty (30) days' prior written notice to Contractor.

17. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The RFQ are next.
- c. The Contractor's proposal.

18. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

19. Drug Free Workplace

All contractors, subcontractors, vendors or consultants of the City shall have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

20. Public Records

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Contractor is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Contractor agrees to also comply with that law, specifically including to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.

[SIGNATURES ON FOLLOWING PAGE]

AGENDA ITEM # 6

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

Executed by:

CITY OF PANAMA CITY BEACH

By: _____
Mario Gisbert, City Manager

Attest:

Jo Smith, City Clerk

Approved as to form

City Attorney

WHITE'S WRECKER SERVICE, LLC dba
GULF COUNTY WRECKER SERVICE

By: _____
(Authorized Representative)

Its: _____

STATE OF FLORIDA
COUNTY OF BAY

This Contract was acknowledged and subscribed before me the undersigned notary this ___ day of _____, 2018, by _____, as _____ of White's Wrecker Service, LLC dba Gulf County Wrecker Service and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

AGENDA ITEM #

6

**EXHIBIT 1
TOWING SERVICES
SCOPE OF SERVICES**

- I. **TECHNICAL AND OPERATIONAL REQUIREMENTS** - The Proposer should be a holder of all applicable City, County and State licenses and permits as may be required to operate this type of business and must be in good standing. Such company or business shall have been conducted actively for a minimum of three (3) years.
- II. **RESPONSE TIME** – The Proposer is to respond (arrive at the scene) within twenty (20) minutes of notice at any time of the day or night with appropriate equipment at the request of the City or the Panama City Beach Police Department (PCBPD). The Proposer assumes all liability in meeting the twenty (20) minutes response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines. The following penalties shall apply, on an annual basis, to the Proposer for failure to respond within the required timeframe:
- A. 1st & 2nd offense: Verbal Warning
 - B. 3rd Offense: Certified Letter of Warning
 - C. 4th Offense: \$250.00 Fine
 - D. 5th Offense: \$350.00 Fine or suspension at City's option
 - E. Any Further Offense: \$500.00 Fine, suspension/termination, City's option

If the Proposer can show extenuating circumstances beyond his control, he may appeal a fine or suspension.

The Proposer is not to hook up or move any vehicle, trailer, vessel or any other vehicle at the scene in any way without first having received instructions from a PCBPD Officer.

- III. **SERVICE CALL CANCELLATION** - The City reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The proposer agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.

- IV. **ETHICS AND CONDUCT** - The Proposer agrees to conduct operations in an orderly, ethical and businesslike manner. Dealing with the general public can be very sensitive in nature and may require the Proposer and his personnel to do so on a daily basis. Proposers are required to extend common courtesies such as:

- A. To expedite the release of a vehicle, trailer, vessel, or other vehicle in accordance with the terms as set forth by the City and the Panama City

Beach Police Department.

B. To assist the owner of any vehicle in retrieving documents from the vehicle to establish ownership.

C. To allow the owner to remove the license plate and any unattached personal possessions.

D. To explain fully and politely the reason for the tow and all charges levied.

E. If a dispute occurs, the proposer shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the City no later than the next business day.

V. PROPOSER PERSONNEL - The Proposer shall have available sufficient qualified personnel for the operation of the equipment and to staff the office facilities as required to perform as specified. The Proposer shall maintain a State of Florida Department of Motor Vehicles report on each driver, to be updated annually. Each wrecker shall be operated by a driver who must meet the following qualifications:

A. Possess a valid license in accordance with F.S. 322

B. Shall be familiar with the layout of the City streets.

C. Shall have the physical qualifications necessary to perform the normal tasks required of a tow driver and be familiar with wrecker operations.

D. Shall wear a uniform with the name of the company.

E. Shall follow the rules for wrecker operators as outlined in the Panama City Beach Police Standard Operating Procedure (SOP) 1807 – Section IV. (Attached)

F. Have training in specialized recovery wrecker services, heavy duty wrecker/recovery practices and hazardous materials awareness.

G. Have knowledge and understanding in Traffic Incident Management including Florida "open Roads" policy and "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids".

H. Proposer agrees that the owner(s) of the company or officers of a corporation shall be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.

VI. EQUIPMENT REQUIREMENTS – The Proposer is to provide the minimum number of wreckers in each classification listed below. If additional wreckers in any or all classes are required to handle the volume of tows requested, the Proposer is to provide them at no cost to the City. Proposer agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total service requirements.

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service shall be used by the Proposer as an emergency vehicle. All towing vehicles must be equipped with a two-way radio (CB radio's do not meet the requirement) or cellular telephone capable of covering all assigned territories.

The Proposer shall have full control and total availability of all equipment listed below in his/her inventory:

A. Class "A" Towing/Recovery Vehicle

Quantity: Two (2), including flatbed/slide back carriers

1. To be used for the removal of cars, light trucks, or vehicles weighing 10,000 pounds gross vehicle weight (GVW) or less. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 10,000 GVW with a boom and winch having a manufacturer's rating of at least 4+ ton capacity mounted on the chassis. In addition, operators may use a roll back or slide back carrier.
2. A minimum of 100 feet of 3/8 inch cable.
3. Vehicles which are equipped with wheel lifts or the equivalent may also qualify as Class "A" wreckers as long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 pounds lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only.
4. Class "A" roll back or slide back wreckers must have a minimum of a one-ton truck with a 16 foot bed, dual wheels and one winch with an 8,000 pound capacity. It must also have a minimum of 50 feet of 3/8 inch cable, 2 spot (flood) lights mounted on the rear of the carrier, and a minimum of 2 safety tie-down chains at least 10 feet each in length.

B. Class "B" Towing/Recovery Vehicle

Quantity: Two (2)

1. To be used for removal of medium duty trucks or vehicles weighing 20,000 pounds GVW or less. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 20,000 GVW with a boom and twin winches having a manufacturer's rating of at least 10+ ton capacity mounted on the chassis.
2. A minimum of at least 1/2 inch cable on each drum.
3. Flood lights on the hoist.
4. Dual rear tires.

C. Class "C" Towing/Recovery Vehicle

Quantity: Two (2)

1. To be used for the removal of heavy trucks, house trailers, buses or vehicles weighing over 20,000 pounds GVW. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 30,000 pounds GVW or 50,000 pounds GVW for tandem axel trucks with a boom and twin winches having a manufacturer's rating of at least 25+ ton capacity mounted on the chassis.
2. A minimum of 200 feet of at least 5/8 inch cable on each drum.

3. Air brakes so constructed as to lock the rear wheels automatically upon failure.
4. External air hook-up hoses to supply air to disabled vehicles.
5. One (1) set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.
6. Flood lights on the hoist.

D. Class "A" Off Road Towing/Recovery Vehicle

Quantity: One (1)

1. Must be 4 wheel drive. It shall have a minimum GVW rating of 14,500 pounds with a 16,000 pound boom capacity and an 8,000 pound winching capacity.
2. A minimum of 100 feet of at least 3/8 inch cable.
3. The wheel lift must have a minimum rating of 5,000 pounds retracted and 4,000 pounds extended.
4. A minimum safe lift rating of 3,500 pounds for the tow sling.
5. Must have two (2) safety chains 5/16 inch Grade 70.

E. Special Equipment

1. Equipment such as a lowboy, air cushions, or major street clean up equipment does not have to be a part of the Proposer's inventory. However, Proposer must demonstrate, to satisfaction, that such equipment is immediately available to him/her when/if the need occurs.
2. One (1) Company owned or leased 50 ton hydraulic, extendable, fixed boom towing/recovery vehicle with a boom structural rating of 100,000 pounds or rotator type towing/recovery vehicle with the same capacity or greater. A minimum of 2 planetary winches with a manufacturer's rating of 50,000 pounds each and 200 feet of 3/4 inch cable. The boom shall extend a minimum of 150 inches beyond the tailgate. The boom shall elevate to a working height of 21 feet. The truck chassis shall be a minimum of 62,000 pounds GVW. It shall be equipped with an under reach tow unit with a capacity of 50,000 pounds. The chassis must be designed for or reinforced for severe service. The drive line shall also be severe service and geared for the low end, high torque applications frequently required for quick clearance and relocation of loaded, wrecked heavy trucks – in some cases while they are still overturned.
3. One (1) Company owned or leased 35 ton capacity rotator type heavy duty towing/recovery vehicle or extendable boom towing/recovery vehicle with the same capacity or greater. The Proposer may request to substitute a mobile crane for the rotator. To be considered, the mobile crane shall have a minimum capacity of 35 tons and be equipped for truck crash recovery with appropriate tool supplies and rigging. A valid OSHA certified crane operator certification is required. The City reserves the right to approve or reject the request to substitute a crane for the rotator towing/recovery vehicle.

4. One (1) Company owned or leased support vehicle with an enclosed or utility body and a roof mounted DOT approved manual uniform traffic control device (MUTCD) type B arrow board. The truck should be stocked with MUTCD's and the additional tools, equipment and materials need to perform total service requirements.
5. One (1) Company owned or leased heavy duty skid steer loader with bucket, broom, and fork attachments. The loader should have the capability to load a dump truck.
6. One (1) Company owned or leased tandem axel tractor with sliding 5th wheel.

VII. **MISCELLANEOUS REQUIREMENTS/EQUIPMENT** – Towing/Recovery vehicles of all classes should include the following:

- A. A cradle, tow plate or tow sling to pick up vehicles. The cradle, tow plate or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage the vehicle to be towed.
- B. Dual rear wheels.
- C. Clearance and marker lights and all other equipment as required by Florida Statutes.
- D. A rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides. The amber lights shall be engaged at all times while on the scene and during the tow from the scene.
- E. At least one (1) heavy duty push broom with a minimum width of 24 inches on each vehicle.
- F. One (1) square shovel on each vehicle.
- G. One (1) long handled axe on each vehicle.
- H. One (1) crowbar or pry bar.
- I. A minimum of one (1) four (4) pound CO2 or dry chemical fire extinguisher. It must be of an approved type and have a current inspection tag attached.
- J. One (1) pair bolt cutters on each vehicle.
- K. One (1) set of jumper cables on each vehicle.
- L. A minimum of one (1) four (4) way lug wrench on each vehicle.
- M. At least one (1) charged flashlight on each vehicle.
- N. A minimum of five (5) thirty minute fuses (flares) on each vehicle.
- O. One snatch block for each winch with manufacturer's rating to match winch.
- P. Extra towing chain 6-8 feet in length with hooks on each vehicle.
- Q. Dollies.
- R. Flood lights mounted on the hoists.
- S. A wheel lift to enable transport of all types of vehicles without damage.
- T. Fifty (50) pounds of sand or suitable equivalent on each vehicle.

VIII. **TOW TRUCK MARKINGS** - The Proposer agrees to have no markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Proposer and the Panama City Beach Police

Department. The name, address, and telephone number of the Proposer must be applied as required by section 713.78(6), Florida Statutes.

- IX. **NOTE:** The Proposer will be required to have a minimum of two (2) vehicles available at all times to respond within 20 minutes to a scene on a twenty-four (24) hour basis seven (7) days a week.
- X. **INSURANCE REQUIREMENTS** – The Proposer shall be insured with liability insurance of not less than \$1,000,000.00 General Liability, \$2,000,000.00 Aggregate and \$50,000.00 “on hook” coverage. Coverage must be shown in the name of the establishment, the amount insured, effective date, and expiration date of said policy.
- XI. **MAXIMUM RATES FOR TOWING** – Maximum rates are set forth in the City of Panama City Beach Code of Ordinances, section 22-71.
- XII. **STORAGE FACILITIES** – The Proposer will maintain a storage facility or facilities to include a storage garage and outside facilities. Such places of storage shall comply with all provisions of applicable building, zoning, and environmental regulations sufficient to store all vehicles towed by him/her until such vehicle(s) are claimed by the owner or otherwise disposed of legally. Storage facilities must be in compliance with PCBPD SOP 1807 – Section IX. (Attached)
- XIII. **AGREEMENT TO ABIDE WITH PCBPD POLICY REGARDING PRIVATE TOWING** – The Panama City Beach Police Department's policy with respect to vehicles at the scene of an accident which are not impounded by the Police Department and which require towing by a wrecker shall be as follows: That any qualified wrecker company requested by a citizen may be called to the scene of an accident by a Police Officer via the police dispatcher. The Panama City Beach Police Department reserves the right to call the Proposer's wrecker to the scene provided the Officer determines that the vehicle is or is likely to become an obstruction or hazard; and that it is in the interest of the health, safety and welfare of the general public to remove the obstruction without undue delay. In the event that the citizen does not have a preference of wrecker services, the Proposer's wrecker will be summoned to the scene.
- XIV. **GENERAL AND LEGAL REQUIREMENTS** - Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. This RFQ, responses from Proposer's and resulting awards from this RFQ shall be governed by the laws of the State of Florida. Any legal actions between the City of Panama City Beach, The Panama City Beach Police Department and the successful Proposer shall be brought in Bay County, Florida.

EXHIBIT 2
(SECTION 22-71, CITY CODE OF ORDINANCES)

AGENDA ITEM # 6

Sec. 22-71. - Rates.

When any vehicle is towed or otherwise removed from private property within the City at the request of a private property owner or the City's Police Department to remove a wrecked or disabled vehicle from an accident scene, it shall be unlawful for any person to charge or file a lien to collect any type of fee other than fees set forth herein for which the City Council has set specific rates, or to charge or file a lien to collect for towing or storage or other services in excess of the rates provided below:

(1) Towing Charges:

a. CLASS A wrecker:

- (i.) Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m. \$87.50
If "dolly" required, an additional \$20.00
- (ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m. \$97.50
If "dolly" required, an additional \$20.00

b. CLASS B wrecker:

- (i.) Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m.
\$115.00
- (ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m.
\$125.00

c. CLASS C wrecker: \$220.00

(2) Storage Charges:

a. CLASS A wrecker:

- First six (6) hours No Charge
- b. After six (6) hours, per twenty-four (24) hour period or fraction thereof:
Outside \$15.00
Inside \$20.00

c. CLASS B wrecker:

- First six (6) hours No Charge
- After six (6) hours, per twenty-four (24) hour period or fraction thereof \$20.00

d. CLASS C wrecker:

- First six (6) hours No Charge
- After six (6) hours, per twenty-four (24) hour period or fraction thereof \$30.00

(3) Administrative Charges: A maximum of thirty dollars (\$30.00) may be charged to the owner of a vehicle towed and subsequently stored for more than twenty-four (24) hours, for the costs of preparing, filing or mailing of any forms or notices required by law.

(4) Mileage Rate: Per mile for travel and towing of a vehicle outside of the ten-mile radius from the wrecker operator's place of business:

- a. **CLASS A wrecker:** \$3.00
- b. **CLASS B wrecker:** \$4.00
- c. **CLASS C wrecker:** \$4.00

(5) *Hourly Rate:* For waiting or working time on scene which requires removal of submerged or overturned vehicles, or retrieval of vehicles from ditches, following the first thirty (30) minutes of working or waiting time for which there shall be no charge imposed:

a. **CLASS A wrecker:**

Per hour \$78.00

Per ¼ hour \$19.50

b. **CLASS B wrecker:**

Per hour \$80.00

Per ¼ hour \$20.00

c. **CLASS C wrecker:**

Per hour \$175.00

Per ¼ hour \$43.75

(Ord. No. 364, § 1, 5-31-90; Ord. No. 395, § 1, 6-11-92; Ord. No. 935, § 1, 3-24-05; Ord. No. 1080, § 1, 7-26-07; Ord. No. 1105, § 1, 2-14-08; Ord. No. 1134, § 1, 10-9-08)