

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: JULY 26, 2018
MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- PASTOR RAMON DUVAL OF THE BEACHSIDE FELLOWSHIP CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN MCCONNELL
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE SPECIAL MEETING FOR CALA DEVELOPMENT GROUP HEIGHT INCENTIVE APPLICATION OF JULY 12TH AND REGULAR MEETING OF JULY 12, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS
 - 1 "AMERICANS WITH DISABILITIES ACT" PROCLAMATION & PRESENTATION
 - 2 "DUCK RACE FOR BEACH CARE SERVICES" PRESENTATION
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 "NATIONAL KOREAN WAR VETERANS ARMISTICE DAY" PROCLAMATION. "A Proclamation honoring July 27th as "National Korean War Veterans Armistice Day" in Panama City Beach."
 - 2 **ORDER 03-CU-18, DENIAL OF HEIGHT INCENTIVE REQUEST FOR 16515 FRONT BEACH ROAD, CALA DEVELOPMENT GROUP, LLC.** "The City Council of the City of Panama City Beach, being fully advised in the premises and having held a public, legislative hearing on this matter on July 12, 2018, orders that the Applicant's Height Incentive Request is hereby DENIED."
 - 3 **ORDER 03-PL-18, APPROVAL OF THE MOONRAKER PLAT.** "After having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on July 12, 2018, the City Council orders that the subject request to subdivide the land is hereby GRANTED and the captioned plat of MOONRAKER is hereby APPROVED."
 - 4 **RESOLUTION 18-117, BID AWARD-2018 JANITORIAL SERVICES.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with TCS related to janitorial services for certain City buildings; and providing an effective date."
 - 5 **RESOLUTION 18-118, TASK ORDER #2018-02 DEWBERRY ENGINEERS, UTILITY ENGINEERING SERVICES FOR UTILITIES RELOCATION ALONG THOMAS DRIVE AND BEACH DRIVE.** "A Resolution of the City of Panama City Beach, Florida, approving Task Order #2018-02 to the Master Services Agreement with Dewberry Engineers, Inc., related to the relocation of utilities along Thomas Drive and Beach Drive in the amount of \$264,800; authorizing execution and providing an immediately effective date."

- 6 **RESOLUTION 18-120, BID AWARD- THOMAS DRIVE MANHOLE REPLACEMENT PROJECT.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Royal American Construction Co., Inc., related to the Panama City Beach Thomas Drive Manhole Replacement Project in the amount of \$448,862; authorizing execution and providing an immediately effective date."
- 7 **RESOLUTION 18-121, ANNUAL WONDERWARE SOFTWARE SUPPORT RENEWAL FROM INSOURCE SOLUTIONS** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Insource Solutions, relating to the purchase of the annual renewal of Wonderware Software License Support and Services in the amount of \$24,698.38; and providing an effective date."

X. REGULAR AGENDA - DISCUSSION/ACTION

- | NO. | OFFICIAL | ITEM |
|------------|-----------------|---|
| 1 | DW | ORDINANCE 1463, PROHIBITING LOITERING AND OTHER CERTAIN ACTIVITIES AT PUBLIC TRANSIT SHELTERS, 2ND READING, <u>PUBLIC HEARING AND ADOPTION.</u> |
| 2 | MG | RESOLUTION 18-116, SALE OF SURPLUS CITY PROPERTY, 506 ARGONAUT ST. |
| 3 | MS | RESOLUTION 18-119, RANKING OF FIRMS FOR CONTINUED ENGINEERING SERVICES FOR GENERAL WATER, SEWER, AND RECLAIMED UTILITIES. |
| 4 | AS | RESOLUTION 18-122, EMERGENCY PURCHASE OF BLOWERS FOR WWTP. |
| 5 | MG | PARKS & RECREATION BOARD APPOINTMENTS. |

XI. DELEGATE AND STAFF REPORTS

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

PAUL CASTO	<u> X </u>	PAUL CASTO	<u> X </u>
PHIL CHESTER	<u> X </u>	PHIL CHESTER	<u> X </u>
GEOFF MCCONNELL	<u> X </u>	GEOFF MCCONNELL	<u> X </u>
HECTOR SOLIS	<u> X </u>	HECTOR SOLIS	<u> X </u>
MIKE THOMAS	<u> X </u>	MIKE THOMAS	<u> X </u>

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

[Signature] 7/20/18
City Clerk Date

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

[Signature] 7/20/18
City Clerk Date

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

E-mailed to following interested parties on: 7/24/18, 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 PACKET". THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND OUR FACEBOOK PAGE "CITY OF PANAMA CITY BEACH-GOVERNMENT".

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)

DRAFT
MINUTES

The Special Meeting of the City Council of the City of Panama City Beach, Florida, held on July 12, 2018.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
HECTOR SOLIS

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
JO SMITH
CITY ATTORNEY:
DOUG SALE

Mayor Thomas called the Special Meeting to order at 5 P.M. with Council Members, City Manager, City Clerk and City Attorney present.

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

ITEM 1 APPLICATION FOR HEIGHT INCENTIVES FOR 16515 FRONT BEACH ROAD BY CALA DEVELOPMENT GROUP, LLC, PUBLIC HEARING.

Mr. Leonard began with the explanation of this height incentive application by Cala Development, asking to increase the building height from 35' to 45'. The property was zoned R-1C, located across from Dusty's Oyster Bar where mostly one-story and two-story buildings existed, with a scattering of three-story buildings. The Planning Board considered the request on May 14th and recommended approval five to one (5-1). Mr. Leonard explained the standard for granting height incentives was a finding a public benefit with these incentives. The applicant asked for three incentives, using Florida-friendly landscaping, architectural lighting and a metal roof. The applicant asked for the incentive in order to have more parking and turning movement because drivers may not back out onto Front Beach Road. The extra height would allow parking underneath the building. The building would have two habitable floors and the third more of an attic with a pitched roof.

Mr. Sale explained the Quasi-Judicial process and asked the Council members for their Jennings Disclosures. Councilman Casto said he knew the property location, did not know the applicant, and had spoken with Mr. Leonard and Mr. Silky about the same matters as outlined by Mr. Leonard today. Councilman Chester said he had spoken with Mr. Leonard, read the Planning Board Minutes, and knew the property's location. Mayor Thomas knew the property's location and had spoken to no one. Councilman McConnell said he knew the property's location and had spoken with no one. Councilman Solis said he knew the property's location and had spoken to no one. At this juncture, the witnesses were sworn.

Mr. Carl Allen introduced himself and explained the problem was parking. He explained they wanted to raise the floor to allow parking underneath the building. The goal was a six bedroom, six bathroom house, with a pitched roof and approximately 3,500 square feet and four parking places. Mr. Allen said the proposed changes would benefit the view and the area.

Councilman Solis said his concern was that a large 3,500 square foot house being used for events such as weddings which could regularly host 40 to 50 people. He said there would not be sufficient parking for numerous cars in that case. He said in the area around Dusty's parking was very limited. He mentioned the Council's direction to the Planning Board to remove height incentives Councilman Solis many homes in the area are able to accommodate the intended uses without height incentive. Mr. Allen spoke of homes in the County similar to his vision which allowed greater building heights. Discussion ensued concerning setbacks and allowable square footage for the 50' x 125' lot. Due to maneuverability, the original plan only allowed 1.5 cars without the incentive. Mr. Allen explained the bottom floor would have a small shower area and staircase and agreed that the 2nd and 3rd floor could be approximately 3,200 square feet.

Councilman Casto stated that he agreed with Council Solis on his concerns about a mega-house. Councilman Casto and Mayor Thomas discussed if height incentives were legal or only if granted by the Council. Councilman Casto said most of that area was one and two-story houses, and parking was a nightmare. He felt the City would contribute to that nightmare if the additional height was approved. He added that he would support moving quickly to remove the incentives.

Mr. Allen said a majority of the homes were paved for additional parking, and a nearby house was being built with incentives. He continued that while the financial aspect was a concern, the functionality of getting onto the street was his main problem. He reminded that he was only allowed 1.5 parking spaces. A drawing of the proposed house with the incentives was displayed and Mr. Allen said the fourth story was not habitable, just a dormer and built-out attic space to avoid having a flat roof which was not desirable or architecturally attractive. The ground floor was only large enough to have a small sitting room, place for a shower, and stairs.

Councilman Chester said he thought it would be an improvement in that area and it would be open on the bottom on the left side of the house. Mayor Thomas said the City could not depend upon the house remaining open on the ground floor. He said the next thing would be a fence installed. He continued that he thought the current parking regulations were not good as he had never seen a .5 car. He said the smaller houses in that area normally had 6 to 7 cars daily parked out to the street and he believed that 4 parking spaces would not be enough for a 6 bedroom house. Mayor Thomas said he completely opposed height incentives because the City could not make him maintain the native grass, make him keep the reflective roof or remove the fourth floor if the incentives were not met. He said he thought the City was creating a problem up and down the beach by allowing incentives and it had to cease. He asked the other Council members if there were any further questions. There were none.

Mayor Thomas said he spoke of this issue at his first meeting and had been trying to make a change for the past two years. He said this was a horrible injustice of wasting time and money by continuing to allow incentives. **Councilman McConnell made the motion to deny the request. Second was by Councilman Solis and the motion passed by majority roll call vote recorded as follows:**

Councilman Chester	Nay
Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Mayor Thomas	Aye

Mr. Sale said if an Ordinance was being prepared to eliminate incentives, that Staff and the City Manager could be instructed under the Pending Ordinance Doctrine to not pursue another incentive application. Mr. Gisbert confirmed that the new Ordinance was being prepared and he hoped to have the draft ready for Council review in the next week or two, and then ready for the next Planning Board Agenda on August 13th. Mayor Thomas said the public should be informed of this plan to avoid their wasting money. Mr. Sale said this would mean that the Planning Department would not process applications during this time provided that diligent progress was being made on the new Ordinance. **Councilman Casto so moved. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Mayor Thomas	Aye

The meeting was adjourned at 5:30 P.M.
READ AND APPROVED this 26th of July, 2018.

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

Mayor

ATTEST:

City Clerk

The 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 July 12, 2018.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

MARIO GISBERT

CITY CLERK:

JO SMITH

CITY ATTORNEY:

DOUG SALE

Mayor Thomas called the Regular Meeting to order at 6 P.M. with Council Members, City Manager, City Clerk and City Attorney present.

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

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting of June 28, 2018 were read. **Councilman McConnell made the motion to approve the Minutes as prepared. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Mayor Thomas	Aye

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

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Mayor Thomas	Aye

PRESENTATIONS

1 **BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.** Councilman Chester introduced Mr. Lucas Smith and presented him with the Civic Achievement Award for exemplary service to the Beach Boys and Girls Club. The audience responded with applause.

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

Mayor Thomas opened the Public Comments section of the meeting at 6:05 P.M. and invited comments. There were none. He closed the Public Comments section at 6:05 P.M.

CONSENT AGENDA

None

REGULAR AGENDA

ITEM 1 RESOLUTION 18-115, MOONRAKER PLAT HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT (HICA). Mr. Sale read Resolution 18-115 by title and said the City received the \$50,000 letter of credit from the developer. The Mayor asked if there were any questions or comments; there were none. **Councilman Solis made the motion to approve Resolution 18-115. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Mayor Thomas	Aye

ITEM 2 MOONRAKER PLAT APPROVAL, PUBLIC HEARING, CONTINUED.

Mayor Thomas opened the Public Hearing at 6:08 P.M. Mr. Sale explained this Hearing concerned the request filed by the owners of the property to subdivide approximately 25 acres of land into 85 family residential parcels named "Moonraker." He asked the Council members for their Jennings Disclosures. Councilman Casto said he knew of the property and had spoken to no one. Councilman Chester said he knew the property's location and had spoken to Ms, Jenkins about the stormwater issues. Mayor Thomas said he had spoken to no one. Councilman Solis said he knew the property's location and had spoken to no one. Councilman McConnell knew the property's location and had spoken with no one. No one representing the developer was in attendance. Ms. Jenkins, Mr. Leonard, and Mr. Sale were sworn. Ms. Jenkins explained this was a proposed 85 residential lot subdivision on Middle Beach Road and Alf Coleman Road. This Public Hearing was properly noticed, and the subdivision complied with the City regulations. Moonraker plans to dedicate the roadways, infrastructure, sidewalks, and utilities to the City of Panama City Beach for maintenance and the City does have the resources to accept and maintain the improvements. Mr. Leonard explained the subject property was located within the City limits, was consistent with the Comprehensive Plan, and complied with the Land Development Code. Mr. Sale explained that the Plat contained a title certificate, surveyors certificate, and satisfied all requirements of the relevant Florida Statute. Mayor Thomas closed the Public Hearing at 6:13 P.M. **Councilman Solis made the motion to approve the Moonraker Plat. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Mayor Thomas	Aye

ITEM 3 EXAMINING BOARD MEMBER APPOINTMENTS. Mr. Leonard explained that the terms of four members of the Examining Board were expiring. All current members indicated they would serve again. He said Mr. Joe Free did not have a valid certificate in the City which was a requirement for Board membership. The City received one additional application from Mr. Keith Walker of Quincy's who wished to be considered for the Heating and Air Master position currently held by Mr. Free. Applications were submitted by Mr. Keith Walker, Mr. Robert Stumpf, Mr. Frank Woodford and Mr. James Ryerson. **Councilman McConnell made the motion to approve the Examining Board Member Appointments. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Mayor Thomas	Aye

ITEM 4 BUILDING AND PLANNING DEPARTMENT JOB DESCRIPTION APPROVAL. Mr. Leonard explained this was a request to approve a new Code Enforcement Manager position. This employee would help manage the workload and routes along with special enforcement projects. **Councilman Solis made the motion to approve the Code Enforcement Manager job description. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Mayor Thomas	Aye

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 6:16 P.M.

1 Mr. Paul Dalton, 107 Manistee. Mr. Dalton said at the last meeting the naming of the new City Hall was mentioned and he recommended it be named in honor of Sergeant Kevin Kight.

2 Mr. Burnie Thompson, 17292 Front Beach Road. Mr. Thompson explained that he had received an official response from Code Enforcement regarding the side parking at Mike's Diner. The response stated there was no City Ordinance that prohibited parking in the street as long as it did not block the entire street. According to City Ordinances, beach property owners were responsible for cleaning up after tourists and it was unlawful to litter and to allow litter to be deposited. He questioned if the beach between the waters of the Gulf of Mexico and the erosion control line belonged to the individual property owners or the government.

3 Mr. Jim McGuire, 249 Oxford Ave. Mr. McGuire asked how Bid-A-Wee had the authority to install locked gates since taxpayers paid to renourish the beach. He also suggested City parking should be free to residents.

4 Ms. Molly Allen, 16211 E Lullwater Drive. Ms. Allen requested the timing of the fireworks at the Veterans Memorial should match the 4th of July fireworks and not set fireworks off above people's homes.

The Delegations portion of the meeting was closed at 6:24 P.M.

Mayor Thomas addressed the gates at Bid-A-Wee. He explained the owners decided to gate the property, it was a private beach and they owned it. The beach renourishment was deemed by the TDC that the overall benefit to the beach was to not skip any places on the beach. The City's paid parking was provided at the Holiday Inn and Churchwell and both locations had meters. The public accesses on the beach were traditionally left as an easement for walking from the north side of the road to the south side. Those are all public parking areas.

ATTORNEY REPORT

Mr. Sale explained there was discussion at the special meeting that preceded this meeting about height incentives and the potential of imposing a pending ordinance on limitation on height incentives. During the break, the City Manager mentioned to him that he would like the opportunity to examine what was in the works before moving forward with that. The second motion made by the Council during that meeting was a nullity.

CITY MANAGER REPORT

Mr. Gisbert explained the trash on the beach, the day after the 4th of July, was problematic and a notice to all the properties was the fairest way to not single out any one property. The Ordinance stated that property owners were responsible on the beach side from the right-of-way which meant from the roadway all the way to the water's edge. Whether they owned it or not, it was their responsibility to keep it clean. The Ordinance was created in 2003 and intended to keep our beaches clean. At our last meeting, it was suggested to create a Board to help establish better guidelines for Frank Brown Park. In 2006, the Council approved a Resolution to form a Board. An item that was mentioned at a prior meeting was for Harley Davidson to follow the same rules as scooter businesses. Mr. Gisbert stated he went to Harley Davidson and received the information that the maximum deposit was \$100 if the customer paid for a \$37 insurance policy. The maximum deposit was \$500 if the customer chose not to purchase the insurance policy. Mr. Gisbert reported the job vacancies and notices to bid posted on the website.

CITY COUNCIL COMMENTS

Councilman Chester thanked Mr. Ponek and his crew for a great job well done on the trash pickup after the July 4th holiday.

Councilman Solis stated the suggestion from Mr. Dalton in naming the new City Hall in honor of Sgt. Kight was a great idea. For clarification, the discussion on Bid-A-Wee, the gates did not stop people from going on the beach horizontally.

Councilman McConnell had no comments. Councilman Casto had no comments.

The meeting was adjourned at 6:37 P.M.

READ AND APPROVED this 26th of July, 2018.

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

Mayor

ATTEST:

City Clerk

Regular Meeting
July 12, 2018

PRESENTATIONS

1



~Proclamation~

A PROCLAMATION DECLARING
JULY 26, 2018
AS THE 28th ANNIVERSARY OF
THE AMERICANS WITH DISABILITIES ACT

WHEREAS, on the 28th anniversary of the Americans with Disabilities Act (ADA), we recognize that this Act has helped fulfill the promise of America for millions of individuals living with disabilities. The anniversary of this landmark legislation is an important opportunity to celebrate the progress over the past 28 years and the many contributions individuals with disabilities make to our Nation; and

WHEREAS, this legislation marks our Nation's commitment to ending discrimination against people with disabilities and shows America as a world leader in protecting everyone's fundamental rights; and

WHEREAS, the passage of the ADA on July 26, 1990 has been instrumental in protecting the rights and liberties of people with disabilities and strengthening their access to everyday American life. Disabilities are an unavoidable part of the human experience, such as our Veterans injured in service to our Nation, survivors of accidents and illnesses, children born with disabilities, and our elderly; and

WHEREAS, disabled Americans in the workforce already contribute substantially to our Nation's productivity and prosperity and we must continue to empower them by breaking down the remaining obstacles that prevent their full participation in the public and economic affairs of our Nation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Panama City Beach hereby proclaims July 26, 2018 as a day of celebration in honor of the 28th anniversary of the

AMERICANS WITH DISABILITIES ACT

in the City of Panama City Beach and call upon our community to renew our nation's commitment to achieving the promise of freedom for all Americans.

Councilman Paul Casto
Ward 1

Mayor Mike Thomas

Vice-Mayor Phil Chester
Ward 2



Councilman Geoff McConnell
Ward 3

Councilman Hector Solis
Ward 4



PRESENTATIONS

2

DUCK RACE

& Cocktail Party

August 7, 2018 ~ 5:30-9:30

Laketown Wharf Resort

Premier Sponsor

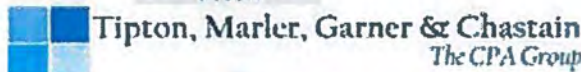
DUCKS FOR SALE

\$15 for 1 • \$70 for 5

Tickets Available At
Beachy Beach Real Estate

\$1000 GRAND PRIZE

Entertainment
Silent Auction & Raffle Prizes
Local Food Vendors



Ms Newby's



www.BeachCareServices.com • [facebook.com/DuckRacePCR](https://www.facebook.com/DuckRacePCR)

2

CONSENT ITEM

1



~Proclamation~

A PROCLAMATION HONORING JULY 27TH
AS
"NATIONAL KOREAN WAR VETERANS ARMISTICE DAY"
IN PANAMA CITY BEACH

WHEREAS, sixty-five years after signing the Military Armistice Agreement at Panmunjom, Americans remain grateful for the courage and sacrifice of our Korean War Veterans. More than 600,000 United States and Allied combatants lost their lives in Korea during the three years of bitter warfare that ended on July 27, 1953; and

WHEREAS, these dedicated service men and women, under the banner of the United Nations, fought to secure the blessings of freedom and democracy on the Korean Peninsula, and they deserve our unending respect and gratitude; and

WHEREAS, today we remember and honor the valor of these Korean War veterans and the extraordinary sacrifices that they and their families made in the cause of peace;

WHEREAS, as American service men and women continue to support the cause for peace around the world, we honor the proud legacy of our remaining Korean War veterans who gave of themselves so that others might live in liberty; and

NOW, THEREFORE, the City Council of the City of Panama City Beach call upon all citizens of Panama City Beach to observe July 27, 2018 as

"National Korean War Veterans Armistice Day"

and encourage all Americans to recognize the valor and sacrifice of our Korean War veterans through ceremonies and prayers.

Councilman Paul Casto
Ward 1

Mayor Mike Thomas

Vice-Mayor Phil Chester
Ward 2

Councilman Geoff McConnell
Ward 3



Councilman Hector Solis
Ward 4

CONSENT
AGENDA ITEM # 1

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Legal

2. MEETING DATE:

07/26/18

3. REQUESTED MOTION/ACTION:

Deny the Order for CALA Development Group, LLC

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)

A public hearing was held on July 12, 2018 on the application by CALA Development Group, LLC to increase the height of a single family home and was denied by the Council.

If Council determines the Order accurately reflects the findings of fact and conclusions of law made by the Council in that hearing, Council may adopt the Order as presented, or revise the Order as needed to accurately reflect those findings and conclusions.

CONSENT
AGENDA ITEM #

2

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

IN RE: REQUEST FOR HEIGHT INCREASE BASED ON INCENTIVES
Submitted by CALA Development Group, LLC
PARCEL NO. 33338-000-000
PROPERTY LOCATED AT 16515 FRONT BEACH ROAD
PANAMA CITY BEACH, FLORIDA

03-CU-18

ORDER

The **CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH**, being fully advised in the premises and having held a public, legislative hearing on this matter on July 12, 2018, hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Upon original application of CALA Development Group, LLC, the owner of real property located at 16515 Front Beach Road, requesting approval of a building height increase based on incentives pursuant to Section 4.02.02E and Table 7.02.03 of the City's Land Development Code, the City's Planning Board held a properly advertised public hearing to consider the request on May 14, 2018. At the conclusion of the hearing, the Board recommended approval (5-1) of the request to permit a maximum building height of 45' for the proposed development, which recommendation was incorporated into the Planning Board's Order dated June 13, 2018.
2. The City Council held a properly advertised public hearing on the request on July 12, 2018, which the Applicant did attend.
3. The Applicant presented drawings of a proposed single family home (the "Development") featuring three design modifications to achieve the additional 10' requested height, and provided additional testimony regarding the need to increase the

1
03-CU-18

CONSENT
AGENDA ITEM # 2

height in order to meet parking requirements without reducing the square footage of the structure.

CONCLUSIONS OF LAW

4. Pursuant to Section 4.02.02E of the City's Land Development Code, the City Council has jurisdiction to conduct a public hearing on this matter and determine whether the request should be granted.
5. The proposed height increase request complies with all procedural requirements of the City's Land Development Code.
6. The public benefit to arise from the proposed design modifications does not outweigh the benefits of strict compliance with the City's height design guidelines.

THEREFORE, IT IS ORDERED AND ADJUDGED that the request is hereby **DENIED.**

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.

MAYOR MIKE THOMAS

ATTEST:

JO SMITH, CITY CLERK

2
03-CU-18

CONSENT
AGENDA ITEM # 2

CONSENT ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
JULY 26, 2018

3. REQUESTED MOTION/ACTION:
APPROVE FORM OF ORDER FOR MOONRAKER PLAT

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 JUNE 28, THE CITY OPENED A QUASI-JUDICIAL HEARING ON THE PLAT OF MOONRAKER, WHICH WAS CONTINUED TO JULY 12. ON JULY 12, THE CITY RE-OPENED AND HELD A QUASI-JUDICIAL HEARING ON THE PLAT, ULTIMATELY ACTING TO APPROVE THE SUBDIVISION OF APPROXIMATELY 25 ACRE PARCELS OF LAND INTO 85 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 FOR PLAT APPROVAL—MOONRAKER
SUBDIVIDING approximately acres in Panama City Beach
Parcel No: 34031-010-000
Owned by 68V MOONRAKER (FL) 2017, LLC
PROPERTY LOCATED northeast of intersection of Alf
Coleman Road and Hutchison Blvd.**

03-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 July 12, 2018, hereby makes the following Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. Upon original application of 68V Moonraker (FL) 2017, LLC (the “Applicant”), the owner of approximately 25 acres of real property located at the intersection of Alf Coleman Road and Hutchison Boulevard, to subdivide such land into 85 residential parcels, by final plat dated June 2018, named Moonraker (the “Plat”).

2. On June 28, 2018, the City Council opened a quasi-judicial hearing to consider the plat, which was continued to July 12, 2018. At the hearing re-opened on July 12, 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 National Insurance Company showed that title to the lands included within the Plat is held by 68V Moonraker (FL) 2017, LLC and that there are unsatisfied mortgages encumbering the lands platted. The face of the plat provides for the holders of those mortgages to join in the dedication of the plat.
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, Florida Statutes.
10. The improvements to be dedicated to the City have not been fully constructed, but are secured by an Infrastructure Completion Agreement and Letter of Credit as contemplated by LDC Section 10.19.04.

CONCLUSIONS OF LAW

11. 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.
12. The proposed subdivision request complies with all procedural requirements of the City's Land Development Code.
13. The requested subdivision of land is consistent with the City's Comprehensive Plan.

14. 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 plat of MOONRAKER 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

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

July 26, 2018

3. REQUESTED MOTION/ACTION:

Approve a janitorial services Agreement with TCS for five City buildings - City Hall, Public Services, Police Department, Utilities Maintenance and WWTP Operations.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No

N/A

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

The City's current janitorial services contract is reaching the end of its two year term. A new scope of services was developed by City staff and a solicitation for janitorial services bids was publicly advertised. Five buildings are included in the solicitation. Three are located at the main administrative campus (City Hall, Police Department and Public Services) and two are on North Gulf Blvd (WWTP Operations and Utilities/Public Works maintenance offices).

Eight potential bidders were pre-qualified and five submitted bids before the required date and time. Staff has reviewed the bids, and recommends awarding the work to the low bidder, TCS, for a two-year term in the approximate annual amount of \$50,420 with an option to renew for a second two year term should the City choose to do so. For the purposes of evaluating average bids, it was presumed one year would be used for servicing the existing City Hall, and the second year servicing the new City Hall. Actual annual expenditures may vary slightly, as there are a series of unit prices in the bid proposal, where the City can add or reduce particular services based on need during the term of the contract.

Attached is a copy of the bid tabulation showing the expected average annual costs at each building, and a draft agreement that includes unit costs for review.

WHY - To allow the City Manager to enter into a janitorial service contract with TCS for regular cleaning services at five City buildings.

WHAT - To provide a comprehensive janitorial service to take advantage of economy of scale and secure uniformity of cleaning of all City buildings included in the contract.

CONSENT

AGENDA ITEM #

4

RESOLUTION 18-117

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH TCS RELATED TO JANITORIAL SERVICES FOR CERTAIN CITY BUILDINGS; 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 Donna M. Tripiciano, doing business as TCS, relating to the janitorial services for certain City buildings, 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

BID TABULATION
2018 PCB JANITORIAL SERVICES CONTRACT
CITY OF PANAMA CITY BEACH
JULY 18, 2018 - 2:00 P.M.

BIDDER	ADDRESS	ADDENDUM #1	BID DEPOSIT	GROUP A BLDGS ANNUAL COST				GROUP B BLDGS ANNUAL COST		AVERAGE ANNUAL COST
				EXISTING CITY HALL	NEW CITY HALL	PUBLIC SERVICES	POLICE DEPT	UTILITIES BLDG	WWTP OPS BLDG	
Brooks Environmental Solutions, LLC Marco Brooks	104 N. Gulf Blvd. Suite E Panama City Beach, FL 32413 marco@brooksenvironmental.com	X	X	8,180.97	8,180.97	15,410.88	14,654.34	6,911.82	9,646.24	54,804.25
Daystar Cleaning Inc. Steve Ransom	sransompc@gmail.com	No Bid								
JD Tremec, LLC. Jarvis Gordon	100 Willoughby Bay Blvd. #101 Panama City Beach, FL 32407 jdtremec@outlook.com	X	X	8,486.56	16,361.80	19,878.64	13,089.44	4,315.20	4,566.92	54,274.38
Mainstreet Property Services Jean Bearden	jean@mps-info.com	No Bid								
SG360 Clean Daniel Brimer	daniel.brimer@sg360clean.com	No Bid								
Stockton Maintenance Group Inc. Jim Wagner	wagner@stocktonmaintenance.com	No Bid								
TCS Donna Trpiciano	2812 Frankford Ave. Panama City, FL 32405 dtrpiciano@gmail.com	X	X	5,880.00	11,800.00	16,800.00	14,600.00	3,700.00	6,490.00	50,420.00
Tribond, LLC. Leslie Palmer	1629 Clay Rd. SW Mableton, GA 30126 lpalmer@tribond.net	X	X	7,016.00	18,726.00	20,276.00	16,552.00	8,262.00	3,324.00	61,285.00
Underwood /Pro Force John Underwood	3010 Stanford Rd. Panama City, FL 32405 john_proforce@comcast.net	X	X	5,856.50	9,955.75	18,286.50	15,048.00	2,558.00	7,275.00	51,073.63

CONSENT
 AGENDA ITEM # 4

PCB 2018 JANITORIAL SERVICES CONTRACT

AGREEMENT

THIS 2018 JANITORIAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **TCS** (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide janitorial services for five (5) City buildings, as more particularly described in the Scope of Work.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the attached BID FORM. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the unit prices contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

- a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.

H

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the [30th] of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of two years, and the City shall have the unilateral option to extend the initial term for one, two year renewal period by written notice delivered to the Contractor before the expiration of the initial term.

5. TERMINATION OF CONTRACT

A. Termination for Convenience. The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Upon such termination Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract. The Contractor may cancel the contract with ninety (90) days written notice to the City. Failure to provide proper notice may result in the Contractor being barred from future business with the City.

B. Termination for Cause. The City may terminate this Agreement for default without giving the notice set forth in subsection A (above) if the Contractor does not deliver the product or service in accordance with the Contract delivery schedule, or if the Contractor fails to perform in the manner called for in the

Contract or if the Contractor fails to comply with any other provision of the Contract on three or more separate and documented instances. Termination shall be effected by serving a written notice on the Contractor setting forth the manner in which the Contractor is in default. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, the contract shall cease and terminate upon the expiration of said five (5) working days. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

1. If this Contract is terminated for default, the City, in addition to all other rights afforded by law for Contractor's breach of Contract, shall have the right to charge Contractor the amount by which the costs of obtaining the services from another source exceed the price specified herein, and the City may offset any such charge against any amounts which may otherwise become payable to Contractor under the Contract.

2. Upon such termination, Contractor will deliver to the City any keys, fobs, or other articles of City property in its possession, for which the City shall make written request at or after termination. Any Contractor equipment and supplies not collected from the supply closets/cabinets within the 5 working day termination period shall be deemed abandoned by the Contractor, and in the lawful possession of the City. The City will pay Contractor for the actual amount due based on unit prices and the quantity of work completed, at the time of cancellation, less damages caused to the City by the acts of the Contractor causing the termination. Notwithstanding the City's right to terminate the Contract for delay in delivery of services, Contractor shall not be liable to the City for any damages thereof if Contractor's delay is due to causes beyond its control, and without its fault or negligence, provided Contractor immediately notifies the City of conditions causing the delay.

6. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor

shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

8. INSURANCE AND INDEMNIFICATION

- a. Contractor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:
 - i. Workers Compensation and Employer's Liability Insurance Coverage. Limits of coverage shall not be less than \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease aggregate.
 - ii. Commercial General Liability. Coverage shall include bodily injury, property damage and personal injury liability and limits of coverage shall not be less than \$1,000,000 combined single limit for each occurrence and \$3,000,000 aggregate.
 - iii. Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than \$1,000,000 combined single limit for each accident.
- b. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
- c. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.

- d. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
- e. Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Al Shortt, 116 South Arnold Road, Panama City Beach, FL 32413.
- f. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.
- g. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.
- h. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages,

directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

i. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

8. TIME

Time is of the essence in this Agreement.

9. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

10. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

11. ASSIGNMENT

This Agreement is not assignable.

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

a. As to City:

Mario Gisbert, City Manager
mgisbert@pcbqov.com
110 S. Arnold Road, PCB, FL 32413
850-233-5100

b. As to Contractor:

Contract Representative: Donna M. Tripiciano
Title/Position: Owner
Email address: dtripiciano@gmail.com

Mailing address: 2812 Frankford Ave., Panama City, FL 32405
Phone: _____ Cell: _____

16. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 (Print Name):

By: _____

Donna Tripiciano, Owner

Date

Witness 2 (Print Name):

ATTEST:

Jo Smith, City Clerk

**THE CITY OF PANAMA CITY
BEACH, FLORIDA,**

a municipal corporation

By: _____
Mario Gisbert, City Manager

CONSENT
AGENDA ITEM # _____

H

2018 PCB JANITORIAL SERVICES CONTRACT

BID FORM

Page 1 of 4

This proposal of Donna M. Tripiciano, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as TCS an individual (Insert a corporation, "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work for **2018 PCB JANITORIAL SERVICES CONTRACT**, as detailed in this solicitation for the amounts shown on the three (3) attached unit cost and bid summary forms.

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

Basis of Award: The contract(s) will be awarded by group to the lowest responsible bidder. **All buildings contain separate departments and will require individualized billing.**

Submitted By: TCS
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Donna M. Tripiciano
Name of Individual Who Prepared This Bid

Address: 2812 Frankford Ave Panama City FL 32405

Phone: 850.819.7288

Donna M. Tripiciano 7-17-18
Signature of Authorized Representative of Firm/Contractor Date

SEAL: (If bid is by Corporation)

PROPOSAL AND BID FORM
 CITY OF PANAMA CITY BEACH 2018 PCB JANITORIAL SERVICES CONTRACT
 PAGE 2 OF 4

FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION
GROUP A -BUILDINGS				
EXISTING CITY HALL 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$ 25.00	156	\$ 3900.00
	WEEKLY CLEANING	\$ 25.00	52	\$ 1300.00
	MONTHLY CLEANING	\$ 25.00	12	\$ 300.00
	QUARTERLY CLEANING	\$ 35.00	4	\$ 140.00
	SEMI-ANNUALLY	\$ 35.00	2	\$ 70.00
	ANNUALLY	\$ 150.00	1	\$ 150.00
				ANNUAL AMOUNT BID
NEW CITY HALL ADDRESS TBD	ALTERNATE DAY CLEANING (3X/WEEK)	\$ 50.00	156	\$ 7800.00
	WEEKLY CLEANING	\$ 50.00	52	\$ 2600.00
	MONTHLY CLEANING	\$ 50.00	12	\$ 600.00
	QUARTERLY CLEANING	\$ 75.00	4	\$ 300.00
	SEMI-ANNUALLY	\$ 100.00	2	\$ 200.00
	ANNUALLY	\$ 300.00	1	\$ 300.00
				ANNUAL AMOUNT BID
PUBLIC SERVICES 116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$ 70.00	156	\$ 10,920.00
	WEEKLY CLEANING	\$ 70.00	52	\$ 3640.00
	MONTHLY CLEANING	\$ 70.00	12	\$ 840.00
	QUARTERLY CLEANING	\$ 150.00	4	\$ 600.00
	SEMI-ANNUALLY	\$ 100.00	2	\$ 200.00
	ANNUALLY	\$ 600.00	1	\$ 600.00
				ANNUAL AMOUNT BID

AGENDA ITEM #
 CONSENT

4

PROPOSAL AND BID FORM
 CITY OF PANAMA CITY BEACH 2018 PCB JANITORIAL SERVICES CONTRACT
 PAGE 3 OF 4

FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION
POLICE DEPARTMENT 17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$ 60.00	156	\$ 9360.00
	WEEKLY CLEANING	\$ 60.00	52	\$ 3120.00
	MONTHLY CLEANING	\$ 60.00	12	\$ 720.00
	QUARTERLY CLEANING	\$ 150.00	4	\$ 600.00
	SEMI-ANNUALLY	\$ 100.00	2	\$ 200.00
	ANNUALLY	\$ 600.00	1	\$ 600.00
				ANNUAL BID AMOUNT
GROUP B -BUILDINGS				
UTILITIES/PUBLIC WORKS OFFICES 200 N. GULF BLVD, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$ 15.00	156	\$ 2340.00
	WEEKLY CLEANING	\$ 15.00	52	\$ 780.00
	MONTHLY CLEANING	\$ 15.00	12	\$ 180.00
	QUARTERLY CLEANING	\$ 50.00	4	\$ 200.00
	SEMI-ANNUALLY	\$ 25.00	2	\$ 50.00
	ANNUALLY	\$ 150.00	1	\$ 150.00
				ANNUAL BID AMOUNT
WWTF OPERATIONS BUILDING 206 N. GULF BLVD, PANAMA CITY BEACH, FL	ALTERNATE DAY CLEANING (3X/WEEK)	\$ 27.00	156	\$ 4212.00
	WEEKLY CLEANING	\$ 27.00	52	\$ 1404.00
	MONTHLY CLEANING	\$ 27.00	12	\$ 324.00
	QUARTERLY CLEANING	\$ 50.00	4	\$ 200.00
	SEMI-ANNUALLY	\$ 50.00	2	\$ 100.00
	ANNUALLY	\$ 250.00	1	\$ 250.00
				ANNUAL BID AMOUNT

CONSENT

**PROPOSAL AND BID FORM
CITY OF PANAMA CITY BEACH 2018 PCB JANITORIAL SERVICES CONTRACT
PAGE 4 OF 4**

BID SUMMARY		
		ANNUAL BID COST*
GROUP A BUILDINGS WITH EXISTING CITY HALL ANNEX		
EXISTING CITY HALL ANNEX	110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL.	\$ 5860.00
PUBLIC SERVICES	116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	\$ 16,800.00
POLICE DEPARTMENT	17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	\$ 14,600.00
TOTAL GROUP A		\$ 37,260.00
GROUP A BUILDINGS WITH NEW CITY HALL		
NEW CITY HALL	ADDRESS TBD	\$ 11,800.00
PUBLIC SERVICES	116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	\$ 16,800.00
POLICE DEPARTMENT	17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	\$ 14,600.00
TOTAL GROUP A		\$ 43,200.00
GROUP B BUILDINGS		
UTILITIES/PUBLIC WORKS OFFICES	200 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	\$ 3700.00
WWTP OPERATIONS BUILDING	206 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	\$ 6490.00
TOTAL GROUP B		\$ 10,190.00

CONSENT
AGENCY ITEM #

4 *NOTE: BID FORM REFLECTS THE ANNUAL BID COST. INITIAL TERM OF AGREEMENT IS FOR TWO YEARS.

CONSENT ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Al Shortt - Utilities Director

2. MEETING DATE:

July 26, 2018

3. REQUESTED MOTION/ACTION:

Approve Task Order No. 2018-02 w/ Dewberry Engineers for surveying, design, permitting, construction phase services & inspection for relocation of water & sewer utilities along Thomas & Beach Drives.

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 negotiated a proposed Task Order No. 2018-02 under the current Master Services Agreement (MSA) with Dewberry Engineers, Inc. to assist the City with water and wastewater utilities improvements and relocations in preparation for planned resurfacing of Thomas Drive by Bay County. The proposed project is to develop alternate, primary water and wastewater transmission mains parallel to Thomas Drive on Beach Drive to reduce the number of these utilities currently beneath the Thomas Drive pavement. By doing so, it will reduce the potential for the need to disturb the new Thomas Drive pavement to repair underlying utilities. Simultaneously, this project will improve the core water and wastewater utilities service levels along the Beach Drive corridor for continued development in the South Lagoon area.

Dewberry has proposed fees of \$264,800 for design, permitting, design and construction phase services including inspection for constructing the proposed water and wastewater transmission mains. Staff has reviewed the proposal and finds the fees commensurate with the required professional services. The total capital construction cost is anticipated to be in excess of \$3 million dollars.

Staff recommends Council approval of attached Task Order No. 2018-02 in the amount of \$264,800, authorizing the City Manager to execute the Task Order on behalf of the City.

CONSENT
AGENDA ITEM # 5

RESOLUTION 18-118

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER # 2018-02 TO THE MASTER SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC., RELATED TO THE RELOCATION OF UTILITIES ALONG THOMAS DRIVE AND BEACH DRIVE IN THE AMOUNT OF \$264,800; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Task Order # 2018-02 to the Master Services Agreement for Utility Engineering Services between the City and Dewberry Engineers, Inc., relating to the relocation of utilities along Thomas Drive and Beach Drive, in the basic amount of Two Hundred Sixty-Four Thousand, Eight Hundred Dollars (\$264,800), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Attachment A 2
Scope of Services, Task Order 2018-07
CITY OF PANAMA CITY BEACH

Beach Drive Water and Sewer Force Main Improvements (Tarpon Street to Thomas Drive)

This task order is for the purpose of Dewberry Engineers Inc. (Dewberry), as the ENGINEER, to provide professional engineering services in conjunction with the construction of a new water line along Joan Avenue south to Tarpon Street, developing an alternate water main to the existing 12-inch water line constructed of a thin wall Class PVC pipe material with a new water line having higher pressure class rating pipe per AWWA C900 standard along Beach Drive from Tarpon Street to Thomas Drive, and the relocation of the sewer force main along Thomas Drive west bound lane to Beach Drive from Tarpon Street to Thomas Drive for the City of Panama City Beach (City) acting by and through its Council under the **MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS INC. (formerly PREBLE-RISH, INC.) RELATING TO UTILITY ENGINEERING SERVICES (General Water and Sewer and Reclaimed Utility) dated April 8, 2014.**

DESCRIPTION OF ENGINEER'S SERVICES

The services to be performed by Dewberry during the design and construction of the Beach Drive water and sewer force main improvements will consist of four (4) phases as described below.

Phase 1 – Water Line Model Evaluation

The scope of work for this phase will include the following basic services:

1. Consult with City staff to clarify requirements for the project.
2. Perform hydraulic modeling utilizing the City's existing model to check system delivery at selected locations to assess level of service improvements under overall system pressures in the project area during peak day, peak hour and fire flow events.
3. Provide a report depicting system performance for current and proposed configurations during peak day, peak hour and peak day with coincident fire flow demands.

Phase 2- Design Services

The scope of work for this phase of the project will include the basic services outlined below. The detailed design will culminate in the preparation of plans, specifications and bid documents that depict the character and scope of the project in sufficient detail to enable the City to receive competitive bids from construction contractors.

1. Perform field survey along Joan Avenue south to Tarpon Street, a distance of approximately 2,000 feet to locate existing utilities and topographic features within the project limits.
2. Coordinate with Bay County and assist the City in developing a phasing plan for relocating those segments of the existing force main that are under the existing pavement along Thomas Drive west bound lane to Beach Drive while at the same time maintaining sewer service to customers during construction and to expedite Bay County's Thomas Drive resurface pavement project.
3. Assist the City in developing a phasing plan to ensure continuous water and wastewater service through construction of the project.
4. Expedite the design of relocating those segments of water line and force main that were previously constructed through existing storm sewer pipes/culverts.
5. Review previously performed topographic surveys to locate existing utilities and topographic features within the project limits.
6. Prepare construction drawings that show the character and scope of the work to be performed. The anticipated construction drawings include:
 - Cover Sheet
 - General Note Sheet
 - General Construction Notes
 - Pay Quantity Summary Sheets (Water and Force Main)
 - Water Line Plan & Profile Sheets with 30-foot and 5-foot horizontal and vertical scales, respectively.

Attachment A
Scope of Services, Task Order 2018-07/2
CITY OF PANAMA CITY BEACH

Beach Drive Water and Sewer Force Main Improvements (Tarpon Street to Thomas Drive)

- Street Intersections Water Line Plan and Profile Sheets.
 - Sewer Force Main Plan & Profile Sheets with 30-foot and 5-foot horizontal and vertical scales, respectively.
 - Street Intersections Force Main Plan and Profile Sheets.
 - Water Line and Force Main Detail Sheets.
 - MOT Sheets.
7. Assist the City with acquiring permits to construct from FDEP and FDOT.
 8. Assist the City in preparing applications for Bay County Right of Way use during construction of the project.
 9. Prepare a detailed estimate of probable construction cost.
 10. Prepare Bid Form, Notice to Bidders, Instructions to Bidders, and Technical Specifications.

Phase 3 – Bidding Services

The scope of work for this phase of the project will include the following basic services:

1. Furnish bidding documents to prospective bidders and plan rooms.
2. Attend pre-bid conference; provide response to questions regarding bidding documents; and issue addenda as appropriate to clarify, correct or change the bidding documents.
3. Attend bid opening, tabulate bids and make a recommendation to the City regarding the award of a construction contract.

Phase 4 – Construction Services

The scope of work for this phase of the project will include the following basic services:

1. Participate in and conduct a pre-construction conference with the construction contractor prior to the beginning of construction operations.
2. Respond to contractor questions and requests for information during construction.
3. Assist the City in addressing conflicts in the field and their resolution including providing revised design sketches to eliminate the conflict.
4. Review contractor's proposed Change orders and provide recommendations to the City.
5. Limited Construction administration services to include shop drawings review and approval.
6. Review contractor's pay request to confirm they are consistent with the level of progress in the field and recommend payment.
7. Limited Construction inspection services (6 hours per day) for substantial compliance with the plans and specifications. Using a 6-hour per day inspection period, the total number of inspection hours allocated will be 1,580, or 264 work days.
8. Following construction of the water line, provide record drawings to the City on reproducible media and AutoCAD (dwg) format on electronic media. Record drawings will be based on information provided by the construction contractor relative to changes made in the field during construction.

Attachment A
Scope of Services, Task Order 2018-01/2
CITY OF PANAMA CITY BEACH

Beach Drive Water and Sewer Force Main Improvements (Tarpon Street to Thomas Drive)

PROJECT SCHEDULE

We anticipate performing Phases 1 and 2 outlined above within Ninety (90) days following the City authorization to proceed with the project.

COMPENSATION

1. Phase 1, Water Modeling Evaluation:	\$ 4,400.00
2. Phase 2, Design Services:	\$175,750.00
3. Phases 3 and 4, Bidding and Limited Construction Administration:	<u>\$ 84,650.00</u>
Total Lump Sum Fee:	\$264,800.00

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

DEWBERRY

203 Aberdeen Parkway
Panama City, Florida 32405

By: 

Name and Title: Clifford D. Wilson III, PE,
Vice President

Witnessed: _____

Date: 07/19/18

CITY OF PANAMA CITY BEACH, FLORIDA

110 South Arnold Road
Panama City Beach, Florida 32413

By: _____

Name and Title: Mr. Mario Gisbert
City Manager

Witnessed: _____

Date: _____

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2018-02

DATE : July __, 2018

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

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to **Beach Drive Water and Sewer Forcemain Improvements**.

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

- a stipulated sum of **\$264,800**; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
 a fee determined on a time-involved basis with a maximum cost of \$ _____;

Work shall begin on _____, 2018, and shall be completed within 90 days. The date of completion of all work is therefore _____, 2018. Liquidated delay damages, if any, are set at the rate of \$0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

DEWBERRY ENGINEERS, INC.

By: _____ Date: _____
Its: _____

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: _____ Date: _____
City Manager

City Clerk

CONSENT ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

July 26, 2018

3. REQUESTED MOTION/ACTION:

Approve the proposed Agreement with Royal American Construction Company, Inc. for the Thomas Drive Manhole Replacement in the amount of \$448,862.

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)

Nineteen (19) sewer manholes along the alignment of Thomas Drive, between Joan Avenue and Choctaw Street, have become degraded by sewer gases over the years causing concern for their structural integrity. Staff budgeted funds for replacement of the manholes in concert with Bay County's resurfacing project of Thomas Drive. Completing this project will help prevent future utility repairs of the road for years to come. Dewberry prepared contract plans and specifications. A solicitation for construction bids was publicly advertised and five (5) bidders responded. Dewberry and Staff reviewed the bid documents and both recommend that the Lump Sum contract be awarded to the lowest responsive bidder, Royal American Construction Company Inc. in the amount of \$448,862.

Bids for the work were received on July 10, 2018 and a tabulation of responsive bidders is attached. Also attached is a draft copy of the Agreement with Royal American Construction Company Inc. Funds for the project are currently available in the Utility Department budget.

WHY - To allow the City Manager to enter into a construction contract with Royal American Construction Company Inc. to conduct multiple manhole replacements on Thomas Drive.

WHAT - Replace nineteen (19) manholes on Thomas Drive between Joan Avenue and Choctaw Street.

CONSENT
AGENDA ITEM # 6

RESOLUTION 18-120

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ROYAL AMERICAN CONSTRUCTION CO., INC., RELATED TO THE PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT IN THE AMOUNT OF \$448,862; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Royal American Construction Co., Inc., relating to the Panama City Beach Thomas Drive Manhole Replacement Project, in the total lump sum amount of Four Hundred Forty-Eight Thousand, Eight Hundred Sixty-Two Dollars (\$448,862), in substantially the form attached and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk



Dewberry Engineers Inc
203 Aberdeen Parkway
Panama City, FL 32405

850 522 0644
850 522 1011 fax
www.dewberry.com

July 11, 2018

Via Email at mroe@pcb.gov

Attn: Michael Roe, E.I.
Utilities Engineer
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

RE: Panama City Beach – Thomas Drive Manhole Replacement Project
Dewberry Project # 50099784

Dear Mr. Roe:

The City of Panama City Beach received bids for the referenced Project at 2:00 p.m. CST on July 10, 2018. A total of five (5) bids were submitted and are summarized as follows:

<u>CONTRACTOR</u>	<u>TOTAL LUMP SUM BID</u>
Royal America Construction Co., Inc., Panama City, FL	\$448,862.00
GAC Contractors, Panama City, FL	\$697,783.00
GCUC, LLC, Southport, FL	\$873,260.00
H & T Contractors, LLC, Freeport, FL	\$879,937.00
L & R Contracting, LLC, Panama City, FL	\$932,208.68

We have reviewed the bid forms submitted by each of the five (5) Bidders and found that the bids submitted by all bidders were accurate as submitted. After the bids were read and examined, Royal American Construction Co., Inc., from Panama City, Florida remained the low bidder for the referenced Project. Therefore, we recommend that the Contract be awarded to Royal American Construction Co., Inc., for the total lump sum amount of \$448,862.00.

Should you have any questions or require additional information in support of our recommendation, please feel free to contact us.

Very truly yours

Dewberry Engineers Inc.

Jose A. Pereira, P.E.
Senior Associate

Attachments: Official Bid Tabulation



BID TABULATION
CITY OF PANAMA CITY BEACH, FLORIDA
PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
Dewberry Project # 50099784

No.	Company	Total Lump Sum Bid	Bid Bond	Addendum 1	Drug Free Workplace Certification	Florida Trench Safety Act	Public Entity Crimes Statement
1	Royal American Construction Co, Inc. Panama City, FL	\$448,862.00	X	X	X	X	X
2	GAC Contractors, Panama City, FL	\$697,783.00	X	X	X	X	X
3	GCUC, LLC, Southport, FL	\$873,260.00	X	X	X	X	X
4	H & T Contractors, LLC, Freeport, FL	\$879,937.00	X	X	X	X	X
5	L & R Contracting, LLC, Panama City, FL	\$932,208.68	X	X	X	X	X

WE THE UNDERSIGNED, DEWBERRY ENGINEERS INC., HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION RECEIVED BY CITY OF PANAMA CITY BEACH AT 2:00 P.M. ON TUESDAY, JULY 10, 2018

BY: _____



CONSENT
 AGENDA ITEM # _____

6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

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 Royal American Construction Co., Inc., doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 1002 W. 23rd Street, Suite 400, Panama City, FL 32405 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **Panama City Beach Thomas Drive Manhole Replacement Project** ("Project"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by Dewberry, 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-contractors or sub-subcontractors, if any, nor any of their respective

AGREEMENT

00050-1

CONSENT
AGENDA ITEM # 6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

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 thirty (30) days from the date of this Agreement and will achieve Substantial Completion of the Work within forty-five (45) days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$ 500.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$448,862.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010 ADVERTISEMENT FOR BIDS

AGREEMENT

00050-2

CONSENT
AGENDA ITEM # 6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS

DRAWINGS prepared by Dewberry, numbered C1 through D6 and
dated June, 2018

SPECIFICATIONS prepared or issued by Dewberry dated
June, 2018.

ADDENDA

No. 1, dated July 5, 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

CONSENT
AGENDA ITEM # 6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

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:

Royal American Construction Company, Inc.

1002 W. 23rd Street, Suite 400

Panama City, FL 32405
ATTENTION: _____
Steve Summerbell
Fax No.: _____
850.914.8411

AGREEMENT

00050-4

CONSENT
AGENDA ITEM # _____

6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

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

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

AGREEMENT

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CONSENT
AGENDA ITEM # 6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

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 Jose A. Pereira, P.E., Sr. Associate, Dewberry.
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

AGREEMENT

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CONSENT
AGENDA ITEM # 6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. 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 coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for

AGREEMENT

00050-7

CONSENT
AGENDA ITEM #

6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

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

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAGE

AGREEMENT

00050-8

CONSENT
AGENDA ITEM #

6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

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 OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

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

AGREEMENT

00050-9

CONSENT
AGENDA ITEM # 6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

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

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

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

AGREEMENT

00050-10

CONSENT
 AGENDA ITEM # 6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$5,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

None is required at this time

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

AGREEMENT

00050-11

CONSENT
AGENDA ITEM # 6

PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT
DEWBERRY PROJECT NO. 50099784

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: _____

(Please type)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ROYAL AMERICAN CONSTRUCTION
CO., INC.

ATTEST:

BY: _____

NAME: _____

(Please Type)

NAME _____

(Please Type)

ADDRESS: _____

END OF SECTION 00050

AGREEMENT

00050-12

CONSENT
AGENDA ITEM # _____

6

CONSENT ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

July 26, 2018

3. REQUESTED MOTION/ACTION:

Approve the annual Wonderware software support renewal in the amount of \$24,698.38 from InSource Solutions.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City utility system uses a Supervisory Control and Data Acquisition (SCADA) software package titled Wonderware, provided by Schneider Electric Software. The exclusive distributor for the software in Florida, InSource Solutions, has provided a proposal in the amount of \$24,698.38 to provide an annual software license support and services through July 2019. This is a sole source purchase, and choosing to switch to another application would cost approximately \$100,000 for the initial purchase of similar software, plus several hundred thousand dollars to reprogram the SCADA code in all of the City's utility system installations. Staff recommends Council approval of the annual software support purchase by the City Manager. This is a budgeted expenditure within the current Fiscal Year 2018 budget.

CONSENT
AGENDA ITEM # 7

RESOLUTION 18-121

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH INSOURCE SOLUTIONS, RELATING TO THE PURCHASE OF THE ANNUAL RENEWAL OF WONDERWARE SOFTWARE LICENSE SUPPORT AND SERVICES IN THE AMOUNT OF \$24,698.38; 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 InSource Solutions, relating to the purchase of the annual renewal of Wonderware software license support and services, for the operation of the City's utility system, in the basic amount of Twenty Four Thousand Six Hundred Ninety Eight Dollars and Thirty Eight Cents (\$24,698.38), in substantially the form attached and presented to the Council today, draft dated April 17, 2018, 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

CONSENT
AGENDA ITEM # _____

7

We have prepared a quote for you



45298 - Customer FIRST Renewal

QUOTE #012348 V1

PREPARED FOR

City of Panama City Beach

CONSENT
AGENDA ITEM # 7



804.357.9016 tpaulette@insourcess.com www.insource.solutions

Tuesday, April 17, 2018

City of Panama City Beach
Patrick Quezada
206 N Gulf Blvd
Panama City, FL 32413-2802
pquezada@pcb.gov

Dear Patrick,

Thank you for being a Customer First client. InSource Solutions values your loyalty and the opportunity to serve you and your organization. Our mission is to be the destination for expertise, assistance and industry perspective; our goal is to revitalize manufacturing in America.

Sometimes we take for granted that you know and appreciate all the reasons to keep your software maintenance agreement current. The top four we hear from our clients are:

- Wonderware invests heavily in engineering new and enhanced products so clients receive timely and important revisions to their software plus options for added services. Approximately 70% of Customer First revenue is reinvested in Research & Development.
- Cyber-security threats are addressed in real time thru patches and fixes, keeping your data and operations safe and preventing expensive and frustrating downtime or loss of data
- Changes to the underlying Microsoft operating systems are rapidly addressed so your systems are *compatible and stay up and running with no hiccups*
- When problems arise, we are here to help. This last point merits elaboration:
 - Our InSource Solutions Technical Support Engineers answer calls within 90 seconds, and resolve more than 2/3 of client issues the same day... most in the same call. Plus, the team gets 95% satisfied client scores. Good folks to have on your team.

Lastly, based on history, we realize many of our clients need advance notice to budget and get approval for Customer First renewals. InSource has implemented a process so your first notice is received at least 90 days before renewal, with a reminder every 30 day(s) to ensure nothing slips through the cracks and manufacturer late fee(s) are avoided.

Below is your maintenance renewal notice. To purchase your maintenance agreement:

Return the attached quote and a Purchase Order to orderentry@insourcess.com or fax to 804.378.8970

- If you are tax exempt, include your tax exemption certificate please.
- If you are not tax exempt, please add state and county tax amounts to your purchase order.

Thank you again for your business; we hope to continue serving you for many years. If you have any questions about this quote or any matter, contact your Account Executive, Patrick Hunter, or me; we're always delighted to hear from you.

PS: Concerned about license inventory tracking, management and reporting capabilities to be audit ready and stay compliant? Interested in reducing ownership cost, enhancing planning capabilities and confidently knowing what the latest version of Wonderware software is running?

Ask us about the Software Application Manager (SAM)

CONSENT
AGENDA ITEM # 7



804.357.9016 tpaulette@insourcess.com www.insource.solutions

Tammy Paulette
CustomerFIRST Specialist
Richmond, VA

CONSENT
AGENDA ITEM # 17



804.357.9016 tpaulette@insourcess.com www.insource.solutions

Customer First Agreement

Agreement ID: 48298
Current Expiration Date: July 28, 2018
Current Support Level: Standard

Agreement for:

City of Panama City Beach
Waste Water Treatment Plant
206 N. Gulf Blvd
Panama City Beach, Florida 32413

The full Wonderware Customer First Client brochure with all of the program features, benefits and details is available here ([Click Here](#))

Covers Wonderware licenses listed in the attached copy of your Customer First Agreement.

If you would like to make any changes to the licenses which are currently supported by your agreement, please make notes to the agreement and return to customerfirst@insourcess.com.

*****Important note regarding expiration*****

Customer First Support Agreements carry no "grace period" beyond the support agreement expiration date. If an agreement is allowed to lapse, the customer has the following 30 days to renewal with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.

CONSENT
AGENDA ITEM # 7



804.357.9016 tpalette@insourcess.com www.insource.solutions

Annual Support Renewal

Item	Description	Price	Qty	Ext. Price
1 ISS-W000	Wonderware Customer First Standard Software Maintenance City of Panama City Beach Waste Water Treatment Plant 206 N. Gulf Blvd Panama City Beach, Florida 32413 To cover period 7/28/2018 to 7/28/2019	\$24,698.38	1	\$24,698.38

Subtotal. **\$24,698.38**

Annual Support Renewal Options

Item	Description	Price	Qty	Ext. Price
2 ISS-P000	Wonderware Customer First Premium Software Maintenance	\$27,512.48	1*	\$27,512.48
3 ISS-E000	Wonderware Customer First Elite Software Maintenance	\$30,326.58	1*	\$30,326.58

CONSENT
AGENDA ITEM # 7



804.357.9016 tpaulette@insourcess.com www.insource.solutions

45298 - Customer FIRST Renewal

Quote Information:

Quote #: 012348
Version: 1
Delivery Date: 04/17/2018
Expiration Date: 07/28/2018

Prepared for:

City of Panama City Beach
Patrick Quezada
206 N Gulf Blvd
Panama City, FL 32413-2802
pquezada@pcb.gov
(850) 625-7977

Account Executive:

Richmond, VA
Tammy Paulette
866.204.6184
tpaulette@insourcess.com

Prepared by:

Richmond, VA
Tammy Paulette
866.204.6184
tpaulette@insourcess.com

Quote Summary

Description	Amount
Annual Support Renewal	\$24,698.38
Total	\$24,698.38

Taxes, Shipping, handling and other fees may apply. Your order will be pre-processed awaiting final processing after we receive your purchase order at orderentry@insourcess.com or by fax at 804.378.8970. We reserve the right to cancel orders arising from pricing or other errors.

Payment Terms: Net 30

Signature

Date

CONSENT
AGENDA ITEM # _____



804.357.9016 tpaulette@insourcess.com www.insource.solutions

Delivery and Payment Terms

General Delivery Terms

- Software/Maintenance: 1-2 weeks
- Hardware: 2-3 weeks for pre-built/off-the-shelf hardware
3-8 weeks for custom/build-to-order hardware
4-8 weeks after drawing approval Strongarm build to order enclosures
- Services: Per Contract Agreement
- Onsite Training: Date to be negotiated after receipt of order.
Generally, no sooner than 30 days from date of order receipt
- FOB: Shipping Point – Freight is prepaid and added to invoice

Standard Payment Terms

- Products/Maintenance: Net 30 Days from date of invoice with approved credit/credit limit
- Training: Pre-pay or payment of invoice prior to class attendance
- Services: Net 30 Days from date of invoice with approved credit/credit limit
- Time & Expense Services invoiced weekly as consumed.
- Fixed Cost Services (including Ready To Go Services) invoiced 50% at time of order and 50% upon project completion.
- Travel and Living Expenses billed separately and at cost.

Remit to Address

InSource Solutions
PO Box 72804
Richmond, VA 23235

CONSENT
AGENDA ITEM # _____

AGREEMENT ID: 45298

Agreement Effective Date Range: 07/29/2017 - 07/28/2018
 Agreement Type: Percentage Support
 Support Level: Standard

Customer FIRST

for Wonderware

City of Panama City Beach - Customer Site ID: 29276

Waste Water Treatment Plant 206 N. Gulf Blvd
 Panama City Beach, Florida 32413
 UNITED STATES

Technical Support Telephone Contact Information

Wonderware Southeast - Richm L1: 888-691-3858

Software License Number	Key Serial Number	Part #	Part Description	# Users	License Exp Date
1597220-0		17-1368	Wonderware Historian Client Per Device, 1 of 10 Pk		
1597221-0		17-1368	Wonderware Historian Client Per Device, 1 of 10 Pk		
1597222-0		17-1368	Wonderware Historian Client Per Device, 1 of 10 Pk		
1597223-0		17-1368	Wonderware Historian Client Per Device, 1 of 10 Pk		
1597224-0		17-1368	Wonderware Historian Client Per Device, 1 of 10 Pk		
1597225-0		17-1368	Wonderware Historian Client Per Device, 1 of 10 Pk		
1597226-0		17-1368	Wonderware Historian Client Per Device, 1 of 10 Pk		
1597227-0		17-1368	Wonderware Historian Client Per Device, 1 of 10 Pk		
1597228-0		17-1368	Wonderware Historian Client Per Device, 1 of 10 Pk		
1597229-0		17-1368	Wonderware Historian Client Per Device, 1 of 10 Pk		
488391-8		InTch-06-C-17	UpgC, InTouch 2017 Runtime 60000 Tag with I/O		
488392-8		InTch-06-C-17	UpgC, InTouch 2017 Runtime 60000 Tag with I/O		
603961-7		InTch-06-C-17	UpgC, InTouch 2017 Runtime 60000 Tag with I/O		
603962-7		InTch-06-C-17	UpgC, InTouch 2017 Runtime 60000 Tag with I/O		
680810-6		InTch-06-C-17	UpgC, InTouch 2017 Runtime 60000 Tag with I/O		
834478-4		InTch-06-C-17	UpgC, InTouch 2017 Runtime 60000 Tag with I/O		
982848-3		InTch-06-C-17	UpgC, InTouch 2017 Runtime 60000 Tag with I/O		
1168867-2		InTch-06-C-17	UpgC, InTouch 2017 Runtime 60000 Tag with I/O		
1597219-1		InTch-06-C-17	UpgC, InTouch 2017 Runtime 60000 Tag with I/O		
834480-5		WWCAL-01-C-16	UpgC, WW CAL without MS CAL Runtime Single, SQL 2016 Std		

Support Agreement: Software Support Services are provided subject to the terms and conditions contained in the Customer FIRST User Guide.

AGREEMENT ID: 45298

Agreement Effective Date Range: 07/29/2017 - 07/28/2018
 Agreement Type: Percentage Support
 Support Level: Standard

Customer FIRST

for Wonderware

City of Panama City Beach - Customer Site ID: 29276

Waste Water Treatment Plant 206 N. Gulf Blvd
 Panama City Beach, Florida 32413
 UNITED STATES

Technical Support Telephone Contact Information

Wonderware Southeast - Richm L1: 888-691-3858

Software License Number	Key Serial Number	Part #	Part Description	# Users	License Exp Date
834481-5		WWCAL-01-C-16	UpgC, WW CAL without MS CAL Runtime Single, SQL 2016 Std		
834482-5		WWCAL-01-C-16	UpgC, WW CAL without MS CAL Runtime Single, SQL 2016 Std		
834483-5		WWCAL-01-C-16	UpgC, WW CAL without MS CAL Runtime Single, SQL 2016 Std		
834484-5		WWCAL-01-C-16	UpgC, WW CAL without MS CAL Runtime Single, SQL 2016 Std		
834485-5		WWCAL-01-C-16	UpgC, WW CAL without MS CAL Runtime Single, SQL 2016 Std		
1597230-2		WWCAL-02-C-16	UpgC, WW CAL without MS CAL Runtime 5 Pack, SQL 2016 Std		
1597231-2		WWCAL-02-C-16	UpgC, WW CAL without MS CAL Runtime 5 Pack, SQL 2016 Std		
1597232-2		WWCAL-02-C-16	UpgC, WW CAL without MS CAL Runtime 5 Pack, SQL 2016 Std		
1597233-2		WWCAL-02-C-16	UpgC, WW CAL without MS CAL Runtime 5 Pack, SQL 2016 Std		
1597234-2		WWCAL-02-C-16	UpgC, WW CAL without MS CAL Runtime 5 Pack, SQL 2016 Std		
488390-8		DevStd-04-C-17	UpgC, Dev Studio 2017 Unlim Unlim / 60000 / 500		
1597235-0 (part of 488390)		12-12771	WW Skelta BPM Developer Edition 1 user		
603963-7		DevStd-04-C-17	UpgC, Dev Studio 2017 Unlim Unlim / 60000 / 500		
1597236-0 (part of 603963)		12-12771	WW Skelta BPM Developer Edition 1 user		
834477-4		DevStd-04-C-17	UpgC, Dev Studio 2017 Unlim Unlim / 60000 / 500		
1597237-0 (part of 834477)		12-12771	WW Skelta BPM Developer Edition 1 user		

Support Agreement: Software Support Services are provided subject to the terms and conditions contained in the Customer FIRST User Guide.

AGREEMENT ID: 45298

Agreement Effective Date Range: 07/29/2017 - 07/28/2018

Agreement Type: Percentage Support

Support Level: Standard

Customer FIRST
for Wonderware**City of Panama City Beach - Customer Site ID: 29276**

Waste Water Treatment Plant 206 N. Gulf Blvd

Panama City Beach, Florida 32413

UNITED STATES

Technical Support Telephone Contact Information

Wonderware Southeast - Richm L1: 888-691-3858

Software License Number	Key Serial Number	Part #	Part Description	# Users	License Exp Date
834479-4		HstStd-03-C-17	UpgC, Historian 2017 Standard, 5000 Tag		
982850-3 (part of 834479)		InfSvr-51-C-17	UpgC, Information Server Portal		
1168865-2		DevStd-04-C-17	UpgC, Dev Studio 2017 Unlim Unlim / 60000 / 500		
1597238-0 (part of 1168865)		12-12771	WW Skelta BPM Developer Edition 1 user		

Support Agreement: Software Support Services are provided subject to the terms and conditions contained in the Customer FIRST User Guide.



InSource Software Solutions, Inc. - Standard Terms and Conditions

Priority. These Terms and Conditions govern the sale and purchase of the Products, Software and/or Services that are provided by InSource Software Solutions, Inc. ("ISS") as set forth in the applicable Quotation or Purchase Order (collectively, the "Order") to Customer (as identified in the Order). These Terms and Conditions constitute an integral part of the contract between ISS and Customer for the purchase of the Products, Software and/or Services set forth in the applicable Order. By signing the Order or any similar ordering document, Customer shall be deemed to enter into a purchase order for the subject Products, Software and/or Services and to agree and acknowledge specifically that (a) Customer has read and understands and agrees to these Terms and Conditions, (b) that the Order (or similar ordering document), including these Terms and Conditions, constitutes a "writing signed by Customer" under any applicable law or regulation, and (c) Customer consents to the electronic delivery of the disclosures contained in these Terms and Conditions. Any changes in these Terms and Conditions must be specifically agreed to in writing signed by an authorized officer of ISS. In the event of a conflict between these Terms and Conditions and different terms and conditions set forth in an Order, these Terms and Conditions shall prevail unless the inconsistent term in the Order expressly states otherwise.

Definitions.

- "Product" means the computer hardware that Customer purchases from ISS. The Product may be sold directly by ISS, or through ISS by a third party.
"Services" means the relevant combination of the Software Services, Technical Services, and Technical Support & Maintenance.
"Software" means the software offered as an FTP download or other direct provision that is loaded onto Customer's hardware or into an environment owned or controlled by Customer.
"Software Services" means the software provided by ISS either as a hosted, cloud-based or remote solution. ISS controls the hardware upon which the Software Services are loaded and from which the Software Services are provisioned to Customer.
"Technical Services" means the professional services provided to Customer on a time & materials, or other agreed upon basis.
"Technical Support & Maintenance" means the services through which ISS supports Customer's use of the Software & Software Services.

Quotation. Any quotation ("Quotation") issued by ISS is firm for thirty (30) days from the Quotation such Quotation. The pricing in the Quotation applies only to the Product, Software and/or Software Services type and quantity set forth therein. ISS may, at its option, change the Product, Software and/or Services pricing and other terms for any subsequent sales of the applicable Product, Software and/or Software Services after the initial Quotation.

Prices. The applicable prices are only those specified in the Order and, unless expressly specified therein, do not include applicable destination charges or taxes. Prices, as set forth in the Order, are subject to change when interruptions, delays, or changes in the quality, quantity or scope of the applicable Products, Software and/or Services are caused or requested by Customer.

Taxes. In addition to the prices set forth in the Order, Customer agrees to pay an amount equal to any and all applicable federal, state and local taxes, duties and other levies, which amounts shall be an additional charge to Customer.

Title and Delivery. Any Products will be shipped FOB ISS's shipping location (whether an ISS facility or the facility of the third-party provider) at the cost of Customer. In the absence of specific instructions from Customer, ISS will select the carrier and, at its discretion, ship "collected" or prepaid, but shall not be deemed thereby to assume any liability in connection with the shipment nor shall the carrier be construed to be an agent of ISS. Customer must provide its own insurance for all such shipments. Title and risk of loss or damage to the applicable Products shall pass from ISS to Customer upon their delivery by ISS to the carrier. Any claims for loss or damage or misdelivery shall be filed with the carrier.

Payment. Terms of payment shall be net thirty (30) days from date of invoice as set forth in the payment terms in the Order. Interest on late payments will accrue at a rate of 1.5% per month, or the highest rate allowed by law, if less. In case of return of any Product or Software in an Order by Customer owing to defects covered by warranty, the invoice shall be paid within the term stated, for the amount corresponding to the quantity of Product and/or Software accepted. Notwithstanding the foregoing, Customer shall not make reductions on the invoice unit price or quantities without prior written approval of ISS.

Cancellation. In the event of an alleged default by ISS no cancellation by Customer shall be effective unless ISS shall have failed to correct such alleged default within forty-five (45) days after receipt by ISS of written notice of default from Customer. Once accepted by Customer in writing, any order for Product, Software or Services pursuant to the applicable Order is firm and non-cancelable.

Inspection and Acceptance. All Software shall be deemed accepted by Customer upon delivery. With respect to Technical Services, Customer must notify ISS in writing of any deficiencies in the Technical Services within thirty (30) days of ISS's completion of the same, as set forth in the Order. All Technical Services shall be deemed accepted by Customer after such thirty (30) day period elapses. Software Services shall be deemed accepted once accessed via the Internet.

Software. Any and all Software provided hereunder is provided pursuant to a non-exclusive, terminable, license. Nothing herein shall constitute the sale or purchase of any Software or grant Customer any right, title or interest in or to any Software unless otherwise expressly provided in an Order. In all cases (e.g., whether the Software is an ISS-developed product or whether the Software is third-party software that is sublicensed or distributed by ISS), Customer shall be subject to and hereby agrees to comply with the terms and conditions of these Terms and Conditions and the applicable End User License Agreement ("EULA") or analogous document for that specific Software product. Except with respect to payment terms, the terms and conditions of such software license or EULA shall control to the extent that any such terms and conditions conflict with these Terms and Conditions. The Software Services are governed by these Terms and conditions and any online agreement presented to Customer (including, without limitation, Customer's employees, contractors, and agents) prior to initial use of the Software Services.

Services. To the extent that ISS provides Technical Services or Technical Support & Maintenance under the applicable Order, the following terms shall apply. Unless otherwise agreed in the Order, Technical Services shall be performed between the hours of 8:30 a.m. and 5:00 p.m. Eastern Time (provided that Services provided on site at Customer's facility shall be performed during the above-stated hours in the time zone in which Customer's facility is located). Services shall be provided on an eight (8) hour "person day" basis. When employees or contractors of ISS are required to travel outside the metropolitan areas of their primary work locations, Customer shall reimburse ISS for reasonable travel and meal expenses actually incurred by ISS that have been authorized by Customer in advance (provided, however, that any travel expenses listed or estimated in an Order shall be deemed approved in advance). ISS shall itemize and include such travel expenses in its invoices to Customer for Services, as set forth in the applicable Order. Upon Customer's written request, ISS shall provide receipts or other appropriate documentation. For clarity, unless otherwise provided in an Order, these terms shall not apply to custom work performed under a master services agreement (including customization of Software provided in an Order), even if these Terms and Conditions are executed in addition to such agreement.

Ownership. ISS will retain all right, title and interest in and to all methodologies, processes, improvements, designs, tools, algorithms and information used by ISS to deliver the any of the Services (including, without limitation, the Software Services) hereunder ("Know-how"). Customer agrees that ISS's Know-how constitutes Confidential Information (as set forth below), has tangible value and includes trade secret information of ISS. ISS shall retain all rights to the Know-how, including all copyrights therein, and no license to Customer under any patent, copyright, trademark or other intellectual property right of ISS is either granted or implied by Customer's receipt of any Know-how or ISS's use of any Know-how during the course of its provision of the Services hereunder.

Customer agrees that all work performed by ISS pursuant to an Order shall be owned by ISS unless otherwise specified in an Order. ISS shall accordingly have the sole and exclusive right to seek registration of any work resulting from ISS's services under the terms of the Order with the United States Copyright Office as the sole author thereof.

Limited Warranty.

Products. ISS warrants only that Products sold and supplied by ISS or delivered shall conform to the standard physical characteristics for the applicable Products as defined within the applicable Product specifications supplied by ISS in connection with the Order. ISS warrants that the Products shall conform to the Product specifications for a period of one (1) year after the date of delivery to Customer (the "Warranty Period") if, during the Warranty Period, any Product is found to be defective in material or workmanship, ISS, at its option, shall replace or repair the defective Product; provided, however, that such repair or replacement is Customer's sole and exclusive remedy for receipt of a defective Product. This warranty is non-transferable and applies only to the original purchaser of the Product(s) any resale of the Product(s) without the express, prior, written permission of ISS shall render this warranty void. This warranty does not extend to damage or wear caused by misuse, negligence, accident, corrosion, modification by the customer, faulty installation, loss of product, or tampering in a manner to impair normal operation of the equipment or software.

Software. The warranty applicable to Software licensed by ISS to Customer is set forth in the applicable EULA for the specific Software product that is the subject of such license. Customer's sole and exclusive remedy for receipt of defective Software is as set forth in the EULA.

Services. ISS warrants that the Technical Services shall be performed in a good and workmanlike manner and shall conform to the specifications, if any, set forth in the applicable Order. If Technical Services are found not to conform to the specifications within ninety (90) days from the time of completion of the Technical Services, ISS shall correct such defects, provided that written notice of a claimed defect is given promptly upon discovery and within the services warranty period. ISS's re-performance of any Technical Services found to be defective is Customer's sole and exclusive remedy for receipt of any defective Technical Services.

Third Party Products or Software. ISS warrants Products or Software supplied by third parties only to the extent that such third parties allow ISS to pass through to Customer the warranties of such third parties. To the extent permitted, ISS shall assign to Customer any such applicable warranties. Customer's sole remedy for a breach of such warranty shall be the remedy offered by and available from the third-party supplier. Products or Software from third parties which are not accompanied by third party warranties are sold on an "AS IS" basis.

Disclaimer of Warranties. ISS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW, CONTRACT OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEROPERABILITY OR NON-INFRINGEMENT, ALL OF WHICH ARE SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ISS'S WARRANTIES AS HEREIN SET FORTH SHALL NOT BE ENLARGED, DIMINISHED, OR OTHERWISE AFFECTED BY, NOR SHALL ANY OBLIGATION OR LIABILITY OF ISS ARISE OUT OF ISS'S PROVIDING TECHNICAL SERVICES OR TECHNICAL SUPPORT & MAINTENANCE IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SOFTWARE SERVICES FURNISHED HEREUNDER.

Intellectual Property Indemnification. Customer shall indemnify, defend and hold ISS harmless from and against any expenses, damages, costs or losses including attorneys fees, resulting from any suit or proceeding instituted or claim asserted (including settlement of any of the foregoing) (collectively, "Claims"), for infringement of third party patents, copyrights, trademarks or other intellectual property rights under the laws of the United States or any other nation, arising from (a) ISS's compliance with Customer's designs or specifications; (b) the use of the Products or Software in any manufacturing or other process; or (c) the combination of the Products or Software with items not supplied by or specified by ISS.

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Confidentiality. The parties recognize that, during the course of the provision of the Products, Software and/or Services, each of ISS and Customer may have access to confidential or proprietary information belonging to the other party. The parties agree that any such confidential and proprietary information shall remain confidential. Each party agrees to use the same means it uses to protect its own proprietary or confidential information, but in any event, not less than reasonable means, to prevent the disclosure and protect the confidentiality of any of the following (collectively, "Confidential Information"): (a) information received from the other party whether or not it is marked as confidential, and (b) oral or visual information disclosed by one party to another. Nothing in this Confidentiality provision shall prevent either party from disclosing Confidential Information that (i) is already known by the receiving party (so long as the Confidential Information was not received in violation of a previous confidentiality obligation of the receiving party or a third party); (ii) is publicly known or becomes publicly known without any breach of a confidentiality obligation by the receiving party; (iii) is received from a third party who is not under an obligation of confidentiality; (iv) is independently developed by the receiving party without the use of the disclosing party's Confidential Information; or (v) is approved in writing by the disclosing party for disclosure. Nothing herein will prevent either party from disclosing the other party's Confidential Information if required by a government agency or court of law. provided, however, that the party obligated to disclose such information shall promptly notify the other party of such obligation and reasonably cooperate in obtaining a protective order or other confidentiality agreement. If the parties may not obtain a protective order or other remedy, the parties will only disclose such portion of the Confidential Information that is required, by law, to be disclosed, and the parties will use reasonable best efforts to obtain assurances that the Confidential Information will be protected from public disclosure.

Upon termination of the applicable Order and/or the completion of ISS's provision of any Services hereunder and/or a disclosing party's request, each party shall return or destroy all written, descriptive or tangible matter that contains or embodies the other party's Confidential Information. The parties acknowledge that any unauthorized use or disclosure of Confidential Information would result in immediate and irreparable harm to the disclosing party for which monetary damages may not be adequate. Accordingly, either party shall be entitled to seek equitable relief in order to prevent such unauthorized use or disclosure or stop an ongoing unauthorized use or disclosure without the necessity of seeking a bond or other security.

This Confidentiality obligation shall remain in effect for a period of two (2) years after termination or expiration of the Order to which these Terms and Conditions are attached; provided, however, that to the extent any Confidential Information also constitutes trade secret information, the obligations set forth herein shall remain in full force and effect with respect to such Confidential Information for so long as it remains trade secret under applicable law.

Term and Termination. The Term of any Order shall be as set forth in the Order. If not otherwise specified, the Term shall commence as of the date of execution of the Order and expire at the later of the date ISS receives final payment for all Products, Software and/or Services provided, or the date ISS completes its provision of the applicable Products, Software and/or Services that are the subject of the Order. Orders accepted by ISS may be canceled by Customer only with the written consent of ISS (which ISS may withhold) and upon payment of reasonable cancellation or rescheduling charges as specified in the applicable Order. ISS shall have the right to cancel any order or to delay or delay the shipment or provision thereof for failure of Customer to make payments due or for any acts or omissions that reduce or impair ISS's performance. In the event of bankruptcy or insolvency of Customer, or in any event proceedings are brought by or against Customer, voluntarily or involuntarily, under any provision of the Bankruptcy Act or any insolvency law, ISS shall be entitled to cancel any order then outstanding, at any time during the period allowed for filing claims against the estate, and shall receive reimbursements for its reasonable and proper cancellation charges. The Ownership, Intellectual Property Indemnification, Governing Laws, Disclaimer of Warranty, Limitation of Liability provisions and those other provisions that by their nature are intended to remain in effect after the termination of the applicable Order shall survive such termination or expiration.

Assignment. Customer will not assign or subcontract its order, any interest therein or any right therein without the prior written consent of ISS. Nothing herein shall prevent ISS from subcontracting its performance of any of the Services hereunder to any affiliate or subsidiary or from assigning these Terms and Conditions to any affiliate or subsidiary or to any entity that acquires all or substantially all of ISS's assets or securities.

Governing Laws. Any dispute regarding the order (including the Terms) will be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without regard to its conflict of laws provisions). Customer agrees that it will submit to the personal jurisdiction of the competent courts of the Commonwealth of Virginia in Richmond, Virginia and the courts of the United States sitting in the Eastern District of Virginia (Richmond Division), in any controversy or claim arising out of the sale contract.

Export Control. Customer will comply fully with all export control laws and regulations of the United States Government and with any applicable laws and regulations of any other country and will indemnify, if requested, Company for any failure. Customer agrees not to export or re-export either directly or indirectly any technical data furnished hereunder or the direct product of such technical data to any country that, as set forth in the Export Administration Regulations of the United States Department of Commerce, is prohibited.

Severability of Provisions; Waiver. In the event of any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any further right under this Agreement.

Independent Contractors. The relationship of the parties is that of individual independent contractors or of vendor and vendee and nothing contained herein shall be deemed to (i) create a joint venture or partnership among ISS and Customer, or (ii) cause either party or any of their respective officers, agents or employees to be or become the agent or employee of the other party for any reason.

Employee Solicitation. Customer shall not solicit or hire for employment the employees of ISS with whom the party had contact during the course of providing services. This obligation shall continue for a period of 12 months following the completion of the most recent work performed or contacted. If Customer breaches its obligations the Customer shall, as liquidated damages and as full and complete compensation for such breach, pay ISS an amount equal to twenty-five (25%) percent of the total gross earnings of ISS generated by the affected employee for the preceding twelve (12) month period.

Complete Agreement. The Order, including these Terms and Conditions and all attachments and documents incorporated by reference therein, constitutes the complete and exclusive statement of the terms and conditions of the contract between ISS and Customer and supersedes all prior or contemporaneous agreements, representations and/or communications, either oral or written, between the parties hereto or any representative of such parties with respect to the subject matter hereof. No change to this contract or waiver of any provision hereof will be binding on ISS unless made in writing and signed by a duly authorized representative of ISS.

Handwritten signature or mark.

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PANAMA CITY BEACH POLICE DEPARTMENT

2. MEETING DATE:

JULY 26, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1463 PROHIBITING LOITERING OR OTHER PROHIBITED ACTIVITIES AT PUBLIC TRANSIT SHELTERS

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

THE CITY IS HOME TO MULTIPLE PUBLIC TRANSIT SHELTERS INTENDED TO SHELTER AND ACCOMMODATE THOSE WAITING FOR, LOADING, AND UNLOADING FROM PUBLIC TRANSIT. THE CITY DESIRES TO ENSURE THAT THESE SHELTERS REMAIN FREE FROM OBSTRUCTION OR INTERFERENCE FOR THOSE LEGITIMATE USERS OF PUBLIC TRANSIT. THE CITY HAS RECEIVED COMPLAINTS OF PERSONS CAMPING, LOITERING, AND PROWLING ON OR AROUND THESE SHELTERS WHICH THREATENS THE SAFETY AND WELFARE OF THOSE CITIZENS AND VISITORS USING PUBLIC TRANSIT WITHIN THE CITY.

THE CITY APPROVED FIRST READING OF THIS ORDINANCE ON JUNE 28, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON JULY 13, 2018.

STAFF RECOMMENDS APPROVAL. IF COUNCIL APPROVES SECOND READING THIS ORDINANCE WILL BE ADOPTED AND HAVE AN IMMEDIATE EFFECTIVE DATE.

ORDINANCE NO. 1463

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, CREATING SECTION 16-5 OF THE CITY'S CODE OF ORDINANCES RELATED TO LOITERING OR OTHER PROHIBITED ACTIVITIES AT PUBLIC TRANSIT SHELTERS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, multiple public transit shelters throughout the City provide shelter to those waiting to load or unloading from public transit.

WHEREAS, the City recognizes the importance of protecting the health, safety, and welfare of public transit users and desires to prevent public transit shelters from being used for purposes other than legitimate use of the public transit system.

WHEREAS, the City finds that preventing loitering, prowling and camping in or around public transit shelters is necessary to promote the health, safety, and welfare of the citizens and visitors of the City of Panama City Beach.

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 16-5 of the Code of Ordinances of the City of Panama City Beach related to prohibited activities at public transit shelters, is created to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 16-5. Prohibited activities at public transit shelters and benches.

(a) For the purposes of this section "Public Transit Shelter" shall mean all areas structures or facilities intended or used by the public as a shelter or other accommodation to the public

waiting to load, unload, or otherwise access any means of public transit including but not limited to trolleys and buses.

(b) Prohibited activities: No person shall obstruct entry into or use of a Public Transit Shelter. No person shall loiter or prowl within fifty (50) feet of a Public Transit Shelter at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity.

(c) Among the circumstances which may be considered in determining whether such alarm or immediate concern is warranted include:

(1) flight of one or more individuals upon appearance of a law enforcement officer;

(2) refusal of an individual to identify himself or herself;

(3) apparent attempts of an individual to conceal himself or herself or any object;

(4) Camping. For purposes of this section "Camping" shall mean the use of a public transit shelter or bench as a temporary or permanent place of dwelling, or lodging, or as a living accommodation at any time. Indicia of camping may include, but are not limited to, storage of personal belongings, using tents or other temporary structures for sleeping, storage of personal belongings, carrying on cooking activities or making any fire, or any of these activities in combination with one another or in combinations with either sleeping or making preparations to sleep, including the laying down of bedding for the purposes of sleeping.

(c) Unless flight by the person or other circumstance makes it impracticable, a law enforcement officer shall, prior to any citation for an offense under this section, afford the person an opportunity to dispel any alarm or immediate concern which would otherwise be warranted by requesting the person to identify himself or herself and explain his or her presence and conduct.

(d) No person shall be in violation of an offense under this section if the law enforcement officer did not comply with this procedure or if it appears that the explanation given by the person is true and, if believed by the officer at the time, would have dispelled the alarm or immediate concern.

(e) If a person violates any provision of this section, or an order issued pursuant thereto, the enforcement agency may issue a citation or summons, institute an action in a court of competent jurisdiction for injunctive relief, or issue a trespass. Any person violating any provision of this article may be punished as follows:

1. First Offense: By a fine of one hundred dollars (\$100.00).

2. Second Offense: By a fine of two hundred and fifty dollars (\$250.00)

3. Third offense or two or more violations occurring within any six months period: Misdemeanor of the second degree punishable by a fine of no more than \$500.00 or a sentence of not more than sixty (60) days in jail, or both. Repeat violations shall subject the violator to a trespass warning under section 16-11 of this Code.

4. Notwithstanding the foregoing, if warranted by actions of violator, a violator may be immediately ejected from a Public Transit Shelter. No violator shall be ejected from a Public Transit Shelter on private property without the property owner's consent.

State Law reference— Loitering or prowling; penalty, §856.021(Fla. Stat).

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

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

SECTION 4. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

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

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:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

July 26, 2018

3. REQUESTED MOTION/ACTION:

Approve the proposed Agreement with Robert and Linda Churchwell for the sale of surplus City property in the amount of \$168,300.

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)

Earlier this year, the City Council authorized staff to advertise the sale of nine surplus utility system parcels at six locations within the utility service area. Last month the Council approved contracts for the sale of 4 of those parcels.

Recently, the City has been approached by a party interested in acquiring 506 Argonaut, one of the surplus parcels for which no bids were received as part of the City's solicitation. The \$168,300 offer is equal to 90% of the appraisal value. This is a cash offer with a proposed closing by August 31, 2018.

Staff recommends the City Council accept the purchase offer and authorize the City Manager and legal staff to facilitate the sale. A draft copy of the proposed sales agreement is attached. Staff anticipates the revenue will be used to defray a portion of the new wastewater treatment plant site purchase price.

RESOLUTION 18-116

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT TO SELL SURPLUS CITY PROPERTY LOCATED AT 506 ARGONAUT STREET TO ROBERT CHURCHWELL AND LINDA CHURCHWELL, IN THE AMOUNT OF \$168,300.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Robert Churchwell and Linda Churchwell, relating to the sale of surplus City property located at 506 Argonaut Street, in the basic amount of One Hundred Sixty Eight Thousand, Three Hundred Dollars (\$168,300), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Vacant Land Contract

1. **Sale and Purchase:** City of Panama City Beach ("Seller")
 and Robert G. Churchwell and Linda S. Churchwell ("Buyer")
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:
 Address: 506 Argonaut Street, Panama City Beach, 32413
 Legal Description: _____
Lots 13 and South 5' feet of Lot 12, Block K, Bid-a-Wee Subdivision

 SEC ___/TWP /___/ RNG ___ of Bay County, Florida. Real Property ID No.: 34729-000-000
 including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency).....\$ 168,300.00
 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 Escrow Agent's Name: Hand Arendall Harrison Sale LLC (Title Agent)
 Escrow Agent's Contact Person: DeAnna Turpen and/or Amy Myers
 Escrow Agent's Address: 304 Magnolia Avenue
 Escrow Agent's Phone: 805-769-3434
 Escrow Agent's Email: dturpen@hsmclaw.com or amyers@hsmclaw.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)
 accompanies offer
 will be delivered to Escrow Agent within _____ days (3 days if left blank)
 after Effective Date\$ 8,415.00
 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 within _____ days (10 days if left blank) after Effective Date
 within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____
 (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____
 (d) Other: _____ \$ _____
 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 to be paid at closing by wire transfer or other Collected funds\$ 159,885.00
 (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 unit used to determine the purchase price is lot acre square foot other (specify): _____
 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 delivered to all parties on or before July 26, 2018, this offer will be withdrawn and Buyer's deposit, if
 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 has signed or initialed and delivered this offer or the final counter offer.**

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

51 **5. Financing: (Check as applicable)**
 52 (a) **Buyer** will pay cash for the Property with no financing contingency.
 53 (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
 54 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
 55 Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
 56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
 57 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
 58 Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
 59 returned.
 60 (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
 61 or _____% of the purchase price at (**Check one**) a fixed rate not exceeding _____% an
 62 adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
 63 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
 64 informed of the loan application status and progress and authorizes the lender or mortgage broker to
 65 disclose all such information to **Seller** and Broker.
 66 (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
 67 **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
 68 follows:
 69 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
 70 forms generally accepted in the county where the Property is located; will provide for a late payment fee
 71 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
 72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
 73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
 74 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
 75 to obtain credit, employment, and other necessary information to determine creditworthiness for the
 76 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
 77 **Seller** will make the loan.
 78 (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
 79 _____
 80 LN# _____ in the approximate amount of \$ _____ currently payable at
 81 \$ _____ per month, including principal, interest, taxes and insurance, and having a
 82 fixed other (describe) _____
 83 interest rate of _____% which will will not escalate upon assumption. Any variance in the
 84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
 85 purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
 86 the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
 87 failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
 88 **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89 **6. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
 90 contract, may assign but not be released from liability under this contract, or may not assign this contract.

91 **7. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
 92 deed special warranty deed other (specify) _____, free of liens, easements,
 93 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
 94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
 95 other matters to which title will be subject) _____
 96 provided there exists at closing no violation of the foregoing.

97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
 98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
 99 **Seller** will deliver to **Buyer**, at
 100 (**Check one**) **Seller's** **Buyer's** expense and
 101 (**Check one**) within _____ days after Effective Date at least _____ days before Closing Date,
 102 (**Check one**)
 103 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
 104 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
 105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
 106 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
 107 **Buyer** within 15 days after Effective Date.

108* (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
114 then (1) above will be the title evidence.

115* (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
118* **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

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

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 3 of 7 pages.

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AGENDA ITEM # _____



164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
 166 contingent on **Buyer** conducting any further investigations.

167 **(b) Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 169 expired or if Paragraph 8(a)(2) is selected.

170 **(c) Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
 172 to improving the Property and rebuilding in the event of casualty.

173 **(d) Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
 180 with the shore line of the Property being purchased.

181* **Buyer** waives the right to receive a CCCL affidavit or survey.

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

188 **(a) Seller Costs:**
 189 Taxes on deed
 190 Recording fees for documents needed to cure title
 191 Title evidence (if applicable under Paragraph 7)
 192* Other: _____

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

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

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

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

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

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 5 of 7 pages.

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

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

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

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

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

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

321* (a) NONE (Seller's Broker)
322* will be compensated by Seller Buyer both parties pursuant to a listing agreement other
323* (specify): _____
324* (b) NONE (Buyer's Broker)
325* will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
326* compensation other (specify): _____

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 7 pages.

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AGENDA ITEM # _____

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327* **21. Additional Terms:** _____
 328 *(a) Buyer to pay all closing costs associated with this transaction* _____
 329 _____
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____
 341 _____
 342 _____

343 **COUNTER-OFFER/REJECTION**

- 344* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 345 deliver a copy of the acceptance to Seller).
 346* Seller rejects Buyer's offer

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

349* **Buyer:** _____ **Date:** _____

350* **Print name:** Robert G. Churchwell

351* **Buyer:** _____ **Date:** _____

352* **Print name:** Linda S. Churchwell

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

354* **Address:** 142 Wolf Creek Ddrive N. Macon GA 31210

355* **Phone:** _____ **Fax:** _____ **Email:** _____

City of Panama City Beach

356* **Seller:** _____ **Date:** _____

357* **Print name:** Mario Gisbert, City Manager

358* **Seller:** _____ **Date:** _____

359* **Print name:** Jo Smith, City Clerk

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

361* **Address:** 110S. Arnold Road, Panama City Beach, Florida 32413

362* **Phone:** _____ **Fax:** _____ **Email:** _____

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

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REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Mark Shaeffer, Utilities Engineer

2. MEETING DATE:

July 26, 2018

3. REQUESTED MOTION/ACTION:

Approve staff rankings of engineering firms responding to a Request for Qualifications related to General Water, Sewer and Reclaimed Utility Facilities

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City recently terminated two continuing engineering contracts with the firm of Baskerville-Donovan, Inc.. Staff subsequently prepared and publicly advertised a Request for Qualifications (RFQ) in accordance with Florida Statute 287.055, related to General Water, Sewer and Reclaimed Utilities. The scope of services in the RFQ is for provision of continuing engineering services on a wide variety of general water, wastewater and reclaimed water projects on an as-needed basis.

Four (4) Statement of Qualifications (SOQ) packages from interested engineering firms were submitted in response to the advertisement. A review committee was appointed by the City Manager, comprised of Michael Roe, Wyatt Rothwell and Mark Shaeffer. The committee members individually reviewed each of the SOQ packages over a period of weeks and independently ranked each firm in accordance with the criteria established in the RFQ. Then a publicly-noticed meeting was held to discuss the submittals and committee member rankings (summary attached) of the responding engineering firms. Mott MacDonald was the highest ranked firm, second, third and fourth ranked firms are CPH, Inc., Panhandle Engineering, Inc. and McNeil Carroll Engineering, Inc./Anchor CEI respectively.

Staff recommends that the City Council accept the staff rankings and direct staff to begin negotiations with the highest ranked firm, Mott MacDonald on a continuing Master Services Agreement (MSA). The MSA will be presented to Council for approval. Note that the agreement will not authorize any particular engineering task. Future task orders requested by Staff under the agreement will require City Manager or City Council approval, depending on the cost of services.

RESOLUTION 18-119

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR CONTINUED ENGINEERING SERVICES FOR GENERAL WATER, SEWER AND RECLAIMED UTILITIES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has requested statements of qualifications from firms for continuing engineering services for general water, sewer and reclaimed utilities; and

WHEREAS, 4 firms responded to the Request for Qualifications; and

WHEREAS, a five member evaluation committee individually reviewed the statements of qualifications; and

WHEREAS, based on the evaluations of the statements of qualifications and team presentations, the committee ranked Mott MacDonald No.1 for purposes of entering negotiations for a satisfactory contract for this work.

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for the continued engineering services for general water, sewer and reclaimed utilities with one of the Firms in the following order of ranking:

First -	Mott MacDonald
Second-	CPH, Inc. and
Third-	Panhandle Engineering, Inc.

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

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
MIKE THOMAS, Mayor

ATTEST:

JO SMITH, City Clerk

SOQ Scoring and Ranking Tabulation
Professional Consulting Engineering Services for General Water, Sewer and Reclaimed Utilities

Meeting Date 7/10/2018

Mark Shaeffer 7/19/18

Committee Member	Responding Firm			
	Mott MacDonald Ranking	CPH, Inc. Ranking	Panhandle Engineering, Inc. Ranking	McNeil Carroll/Anchor CEI Ranking
Michael Roe	2	1	3	4
Wyatt Rothwell	1	3	2	4
Mark Shaeffer	1	2	4	3
Total Ranking Points	4	6	9	11
Average Score	1.33	2.00	3.00	3.67
Overall Committee Ranking	1	2	3	4

AGENDA ITEM # _____

20

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

July 26, 2018

3. REQUESTED MOTION/ACTION:

Approve the purchase of two replacement air compressors (blowers) for the City's wastewater treatment facility which have experienced unanticipated failure and require emergency replacement.

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)

Each of the four treatment process units at the City's wastewater treatment facility are served by dedicated groups of blowers. In June, one of the blowers serving a process unit failed. Normally this can be addressed by reducing the loading to that process unit and directing it to the remaining three. However, on July 19th one of the blowers in another pair of blowers serving a second process unit also failed unexpectedly. Demands for air in the treatment process are greatest during the summer peak season. The air provided by these failed blowers is needed during peak flow parts of the day to maintain treatment efficiency, particularly this time of year. Direct replacement blowers are needed to avoid possible fit-up issues with alternate manufacturer units. With inadequate air, the treatment levels may drop below the required regulatory limits in the City's operation permit for the wastewater treatment facility.

Attached is a copy of the quote to purchase two replacement blowers in the amount \$35,902.00 (\$17,951.00 each). These units are direct replacement for the existing units without requiring piping modifications.

Due to the urgent need for the replacement blowers, Staff has initiated the purchase of these units and asks Council to retroactively approve this emergency purchase.

WHY - To allow the City Manager to contract with Universal Blower Pac for the purchase of two replacement blower units in the amount of \$35,902.00.

WHAT - Allow the Utility department to maintain the needed capacity and reliability of the blowers serving the treatment process units at the City's wastewater treatment facility for compliance with its operation permit from the State.

RESOLUTION 18-122

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE EMERGENCY PURCHASE OF TWO BLOWERS FOR THE CITY'S WASTEWATER TREATMENT PLANT FROM UNIVERSAL BLOWER PAC IN THE AMOUNT OF \$35,902.

WHEREAS, in June one of a pair of blowers used to supply large volumes of air to a treatment process unit at the City's wastewater treatment plant failed, and staff has begun the process of preparing documents for the procurement and solicitation of its replacement; and

WHEREAS, on July 19, a second of another pair of blowers serving a different treatment unit at the City's water treatment plant failed, such that immediate action is required to get both of the blowers replaced as quickly as practical to maintain treatment levels during the highest flow period of the year; and

WHEREAS, the City finds that the simultaneous failure of two of the City's blowers compromises the operation of the City's water treatment plant, the failure of which constitutes an emergency because of the immediate threat created to the health, safety and welfare of all users of the City's sewer utility system; and

WHEREAS, staff has solicited quotes from three or more vendors who are known suppliers of the needed blowers, and identified the availability of two blowers meeting the City's needs and specifications that can be immediately procured; and

WHEREAS, the Council finds that, given this emergency, City's standard competitive bidding process would create a delay in implementing the replacement of these units which is contrary to the public interest and that the competitive quotes may be substituted for the competitive bidding otherwise required.

NOW THEREFORE, BE IT RESOLVED that the City Council approves, and to the extent necessary ratifies, that certain Agreement between the City and Universal Blower Pac, relating to an emergency purchase to replace two failed blowers at the City's water treatment plant, in the basic amount of Thirty Five Thousand, Nine Hundred Two Dollars (\$35,902), inclusive of shipping costs, in

substantially the form attached and presented to the Council today.

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



UNIVERSALBLOWERPAC.COM
HYBRIDBLOWER.COM

Universal Blower Pac Inc
 440 Park 32 West Drive
 Noblesville, IN 46062-9252
 United States of America

Ph: 317-773-7256

Fax: 317-776-5086

Quote	
Number: U80720-CB1	Date: 20-Jul-18

To

City of Panama City Beach 110 South Arnold Panama City Beach, FL 32413
--

Quote To

City of Panama City Beach 110 South Arnold Panama City Beach, FL 32413
--

Ph: (850) 541-4555

Fax: (850) 236-3026

Ph: (850) 541-4555

Fax: (850) 236-3026

Terms		Ship Via	Salesperson	
Quantity	Description	Unit Price	Amount	
	We are pleased to quote the following as requested:			
1	Line: 001 Part: 624 HF G-D/Heliflow Blower For: Emergency Repair HYFLJBA HF 624-RHBD in stock w/UBP - immediate shipment ea	Expiration Date: 18-Sep-18 Rev:	\$17,294.00	\$17,294.00
1	Line: 002 Part: FREIGHT ESTIMATE 46062 to 32413 LTL Standard Service blower in UBP stock to ship Monday ea	Expiration Date: 18-Sep-18 Rev:	\$657.00	\$657.00
1	Line: 003 Part: 624 HF G-D/Heliflow Blower For: Emergency Repair HYFLJBA HF 624-RHBD in stock w/Gardner Denver - shipment 1 week ea	Expiration Date: 18-Sep-18 Rev:	\$17,294.00	\$17,294.00
1	Line: 004 Part: FREIGHT ESTIMATE 46062 to 32413 LTL Standard Service blower in Gardner Denver stock to ship as soon as it arrives at UBP ea	Expiration Date: 18-Sep-18 Rev:	\$657.00	\$657.00
		Total:	\$35,902.00	



UNIVERSALBLOWERPAC.COM
HYBRIDBLOWER.COM

Universal Blower Pac Inc
 440 Park 32 West Drive
 Noblesville, IN 46062-9252
 United States of America

Ph: 317-773-7256

Fax: 317-776-5086

Quote	
Number: U80720-CB1	Date: 20-Jul-18

To

City of Panama City Beach 110 South Arnold Panama City Beach, FL 32413
--

Quote To

City of Panama City Beach 110 South Arnold Panama City Beach, FL 32413
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REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

July 26, 2018

3. REQUESTED MOTION/ACTION:

To Appoint 5 members to the Parks and Recreation Board

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 Parks and Recreation Board was established on July 26, 1996. See Ordinance No. 500, attached.

At this time consensus is for each City Council member to select one member that is a Panama City Beach resident and elector. The first (3) seats selected will serve a Three Year Term and the other (2) will serve a Two Year Term. Once established, Parks and Recreation Board members will serve Two Year Terms.

The City Council will confirm all appointments with a majority vote.

Per the direction of the City Manager, the Parks and Recreation Director will be the coordinator of the Parks and Recreation Board.

At this time it is planned to meet once per month on the the first Friday of the month beginning September 7, 2018 at 12pm in the City Council Chambers. Each meeting will be tape recorded and minutes will be taken. City Council will be provided monthly with minutes from the prior Parks and Recreation Board Meeting.

At the first meeting, a Chairman, Vice Chairman and a Secretary will be appointed. The agenda will be approved with meeting days and times selected, the purpose of the Parks and Recreation Board will discussed and an overview of the Parks and Recreation Department will be explained.

ORDINANCE NO. 500

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH ESTABLISHING THE CITY OF PANAMA CITY BEACH PARKS AND RECREATION BOARD; PROVIDING FOR MEMBERSHIP, APPOINTMENT, TERMS, VACANCIES, QUORUM, ORGANIZATION, OFFICERS, DUTIES AND RESPONSIBILITIES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach is granted under Chapter 166, Florida Statutes, the broad exercise of home rule powers bestowed by the Constitution of the State of Florida; and

WHEREAS, it is the intent of the Legislature to extend to municipalities the exercise of powers for municipal, governmental, corporate or proprietary purposes not expressly prohibited by the constitution, general or special law to meet changing municipal needs; and

WHEREAS, it has been determined that the municipal needs of the City of Panama City Beach will be best served by the creation of a multiple faceted advisory board known as the City of Panama City Beach Parks and Recreation Board;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. From and after the effective date hereof, there is hereby created the City of Panama City Beach Parks and Recreation Board.

SECTION 2. Members:

(a) The City of Panama City Beach Parks and Recreation Board (the "Board") shall consist of five (5) volunteer members who are

interested in providing good artistic, cultural, and recreational services and represent all levels of society;

(b) Members of the Board shall be appointed by the City Council for a term of two years, except that in the appointment of the first Parks and Recreation Board pursuant to this Ordinance, the first three (3) members appointed and approved by the City Council shall be appointed for terms of three (3) years each, the second two (2) members shall be appointed for terms of two (2) years each.

(c) Members shall serve until their successors are duly qualified and appointed.

(d) Members of the Board shall be residents and qualified electors of the City.

(e) Members of the Board may be reappointed without limitation.

(f) An appointment to fill a vacancy for a non-expired term on the Board shall be for the remainder of the unexpired term of office.

SECTION 4. CHAIR; VICE-CHAIR; SECRETARY; QUORUM: There shall be a chairman, vice chairman and secretary of the Board who shall be elected by the Board annually from among their number and shall remain in office until their successors are elected.

(a) The duties of all officers shall be such as custom, law and rules of a board usually commissioned upon such officers in accordance with their titles. The Chair may appoint board members to serve as ex-officio members of subcommittees and may invite

other citizens to participate in said subcommittees.

(b) The Board shall report as directed by the City Council.

(c) For purposes of conducting business a quorum shall be deemed to be those members present at a duly called meeting of the Board.

SECTION 5. MEETINGS: The Board shall meet in regular session no less than monthly. Special meetings of the Board may be called by the City Manager or his designee, Chair of the Board, or by three (3) members of the Board collectively, upon six (6) hours public notice. All meetings and records of the Board shall be bound by the Florida Sunshine law and Public Records law.

SECTION 6. ABSENCES: A member who is absent for three (3) consecutive regular meetings or who fails to attend two thirds of the regular meetings in any year, unless the board approves said absences, shall be dropped and a vacancy declared which will be filled by an appointment by the City Council.

SECTION 7. DUTIES: The purpose of the Board is to serve as an advisory board to the City Council to develop partnerships of private, public and civic organizations or individuals to promote an increase in recreational services in the community. To this end the Board shall, where appropriate, advise on ways to finance special projects in support of recreational needs, promote, where needed, private fund raising efforts to expand and/or improve recreational services; oversee the proper and efficient administration of current or future municipal parks; establish a coalition of leisure and cultural organizations; interact and

establish partnership(s) with private clubs, groups, associations, and individuals for the purpose of providing recreational facilities; explore new programs and activities; research and implement ways to promote events, aid in capital improvements, and expand an overall level of parks and recreation services the City provides.

SECTION 8. CONDUCT OF THE MEETINGS: To the extent practicable the order of business at all regular meetings of the Board shall be as follows:

- a. Call to order
- b. Audience participation
- c. Approval of minutes
- d. Old business
- e. New business
- f. Report/announcements
- g. Public commentary
- h. Adjournment

SECTION 9. All ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflicts including but not limited to Ordinance Number 351, adopted September 14, 1989.

SECTION 10. 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 25

day of July, 1996.

Philip Huffus
MAYOR

ATTEST:

Deputy Dale E. Wrought
CITY CLERK

EXAMINED AND APPROVED by me this 26 day of July, 1996.

Philip Huffus
MAYOR

POSTED AT:

<u>Beach City Hall</u>	<u>Dated: 26 July, 1996</u>
<u>"Y" City Drugs</u>	<u>Dated: 26 July, 1996</u>
<u>Panama City Beach Post Office</u>	<u>Dated: 26 July, 1996</u>