

REVISION PANAMA CITY BEACH CITY COUNCIL AGENDA

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

MEETING DATE: JANUARY 10, 2019
MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- CAMPUS PASTOR DERRICK BENNETT, NORTHSTAR CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN SOLIS
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE SPECIAL MEETING/PLANNING BOARD WORKSHOP OF NOVEMBER 26, REGULAR MEETING OF DECEMBER 13, AND SPECIAL MEETING OF DECEMBER 20, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN SOLIS
 - 1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD
 - 2 HALF-CENT SALES TAX CITIZENS OVERSIGHT COMMITTEE PRESENTATION.
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 *"FLORIDA ARBOR DAY" PROCLAMATION. "A Proclamation designating January 18, 2019 as "Florida Arbor Day" in Panama City Beach and reporting volunteers will plant 1,000 longleaf pines February 2, 2019 at the Conservation Park during the annual Longleaf Tree Planting Celebration."*
- X. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	KJ	SHOREWALK SUBDIVISION PLAT APPROVAL, <u>PUBLIC HEARING</u> CONTINUED.
2	MT	ORDINANCE 1482, CHARTER AMENDMENT REGARDING CIVIL SERVICE BOARD POWERS, 2ND READING, <u>PUBLIC HEARING</u> AND ADOPTION.
3	MT	RESOLUTION 19-39, BALLOT LANGUAGE FOR CHARTER AMENDMENT.
4	MG	ORDINANCE 1484, CONFIRMING LSV CAP, 2ND READING, <u>PUBLIC HEARING</u> AND ADOPTION.
5	ML	ORDINANCE 1485, AMENDING LDC RELATED TO PARKING CHANGES, 2ND READING, <u>PUBLIC HEARING</u> AND ADOPTION.
6	ML	ORDINANCE 1486, AMENDING LDC, CLARIFYING VARIANCE APPEALS, 2ND READING, <u>PUBLIC HEARING</u> AND ADOPTION.


- 7 ML ORDINANCE 1487, ANNUAL UPDATE OF CAPITAL IMPROVEMENTS SCHEDULE, 2ND READING, PUBLIC HEARING AND ADOPTION.
- 8 ML ORDINANCE 1488, AMENDING CHAPTER 25, CODE ENFORCEMENT PROCESS, 2ND READING, PUBLIC HEARING AND ADOPTION.
- 9 KJ RESOLUTION 19-42, BID AWARD-DISASTER DEBRIS MONITORING CONTRACTS.
- 10 KJ RESOLUTION 19-44, MULTI-USE TRAIL EXTENSION EAST, GAYLE'S TRAILS PHASE II, PANHANDLE ENGINEERING MSA, TASK ORDER #2019-01 & BUDGET AMENDMENT #8.
- 11 KJ RESOLUTION 19-45, BID AWARD- DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING SERVICES CONTRACT, TASK ORDER #2019-01 & BUDGET AMENDMENT #6.
- 12 MG RESOLUTION 19-43, NEW CITY CLERK HIRING AND COMPENSATION.

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 **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.

 1/7/19
City Clerk Date

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

 1/7/19
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 interested parties and posted on the website on: 1/7/19 2P.M.

**NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE
WWW.PCBGOV.COM .**

**THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND CITY FACEBOOK PAGE
"CITY OF PANAMA CITY BEACH-GOVERNMENT".**

**NOTE: ONE OF MORE MEMBERS OF OTHER CITY BOARDS MAY APPEAR AND SPEAK AT THIS
MEETING.**

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, related to the Workshop with the Planning Board, held on November 26, 2018.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
JO SMITH
CITY ATTORNEYS
AMY E. MYERS/COLE DAVIS

Mayor Thomas called the Special Meeting to order at 1:00 P.M. with Councilman Casto, Councilman Chester and Councilman McConnell, the City Manager, City Clerk and City Attorneys present. The Planning Board members in attendance were Chair Mark Sheldon, Mr. Mark Caron, Mr. Patrick Hodges, Mr. Jason Morehouse, Mr. David Scruggs, Mr. Paul Turner, and Mr. Josh Wakstein. Staff included Mr. Leonard if there were any questions.

Mayor Thomas gave the invocation and Councilman McConnell led the Pledge of Allegiance.

Mayor Thomas said this was the opportunity to meet since the City had made many changes lately. He had thoughts about the City's direction with the Planning Board the first step. He understood that the Planning Board was concerned about the Council taking the Variances and explained that this issue started when a majority of the Council disagreed with the Planning Board decision on recent variances. He said he had been on the Planning Board many years ago and had been told that a Variance had to meet certain criteria and requirements. He said when a Variance was approved that he did not think was right, the blame was placed on the City Council, not the Planning Board. He said he enjoyed the Planning Board making the decisions but when the right decision was not made, the Council bore the brunt of the displeasure. He said he thought a lot of the problems were the City's fault and he did not believe the Planning Board members were trained correctly. Regarding Height Incentives, they were not guaranteed merely because they were requested. Mayor Thomas said he agreed with Councilman Solis in that fifteen stories were high enough and explained why he had voted aye for some of the recent Height Incentives.

Chairman Sheldon said the Council and Planning Board should have a Workshop every year because Council direction was very important to ensure that the Board members were going down the right path. He said the Board members had not liked the Height Incentives as some did not make sense. He continued that an appeal of the City's decision to the Circuit Court was an undue hardship, time consuming and costly, and not fair to the citizens. He encouraged the Council members to attend their meetings and offer input. He also asked the Council's concept of the overall purpose of the Planning Board and what to be accomplished.

Mr. Hodges said he did not think the Variance process was broken nor that it should be changed. An appeal going to the City Council was a logical step but for the Council to review every Variance was unnecessary.

Councilman McConnell said he saw an accountability gap which could be addressed by changing the process or changing the structure. He said he felt the easiest option would be to change the process. He explained how the proposed change had been drafted and its reasons. He continued that after counting the few Variances heard over the past few years, that number would not seriously impact the workload of the Council. He said this was not personal and mentioned repercussions over a decision made at a lower level and the Council being held accountable. He suggested having the Planning Board make the recommendations to the Council which would make a better City.

Mr. Wakstein asked why make the change and what would be the process if the Council disagreed with a Planning Board approval. Ms. Myers said the City Manager could reverse the decision. Councilman McConnell said he was uncomfortable with an informal process.

Mayor Thomas asked Ms. Myers if the Council had the right to appeal any Planning Board decision and she replied affirmatively. He asked if it would be legal for any Council member to go to Mr. Gisbert with their concerns, and then Mr. Gisbert make the appeal. Ms. Myers explained that three or more Council members would have to bring the issue to Mr. Gisbert for an appeal, not merely one Council member. Mr. Gisbert also would not be able to poll the Council members for their opinion if one member approached him disagreeing with a decision. Mr. Hodges suggested that the language of the appeal process needed more clarification. Mayor Thomas asked how many days were allowed for an appeal and Ms. Myers responded ten (10) days. She continued that any Council member could place the item on the next Agenda to discuss the decision. Chairman Sheldon said the Order to start the clock was not necessarily signed the day after the Planning Board meeting and Councilman McConnell questioned if the Planning Board Order could go on the next Council meeting for Council concurrence. Mayor Thomas said he wanted the opportunity to respond to any Order if he was going to be held accountable for the decision. Chair Sheldon said that was fair.

Councilman McConnell said he did not want the ability for one member to approach the City Manager opposing the decision and then have the Order placed on the Council Agenda for discussion. He said he wanted the entire Council to be able to concur or not with the Planning Board Variance decision. Mayor Thomas said he wanted the ability to complain.

Mr. Hodges said it seemed that specific language needed to be added on how to appeal a decision. He asked the Council members if they wanted to extend the ten-day window and possible language on how anyone could appeal the ruling of the City. Mayor Thomas said he did not want to second-guess their decisions but he wanted a process to be able to direct their concerns without breaking the rules.

Discussion ensued concerning extending the ten-day window to maybe fifteen days. Mr. Hodges said the Council members could go to Mr. Leonard first and the Mayor said legally, the Council could not talk with Staff. Mr. Caron said he thought the Council members would want the Planning Board as a buffer to do the research on issues.

Mr. Turner reminded that the Planning Board could not negotiate any changes to the rules when hearing a Variance, only the Council could negotiate. Chairman Sheldon spoke of projects that the Planning Board could not approve for various reasons although they wanted to do so, but the Council could give the approval on appeal. Mr. Turner said the Land Development Code remained a work in progress and reminded that the Board had spent months working on it. Mr. Morehouse said the Planning Board was a tool for the Council. Councilman Casto said he did not feel the process was broken and that he did not want to micromanage the Planning Board.

Chairman Sheldon said the Planning Board members were here to serve the City. Years ago, the Council had given the Planning Board a list of issues to address and they liked that idea. Mr. Wakstein said in the past, they had to wait for Council to give direction before they worked on an issue. The Planning Board members said they appreciated being able to work on issues on their own. The Mayor said the Board members worked on the materials daily and would be able to see issues which should be discussed. He suggested that the Board look at the numerous rules as he felt there were too many and many did not make sense.

Councilman McConnell said he had been looking at many of the documents and the Comprehensive Plan was ten years old. He suggested that the Planning Board take the Comp Plan section by section, review and update the data, and generate a strategic plan for the City for the next ten years. then the Council would be able to tie that into the budget process. Chairman Sheldon agreed and suggested looking at the SR79 Corridor from a beautification standpoint to match the vision of the City. The Mayor spoke of the large trucks allowing their trash to fly over the roadways. Chair Sheldon said the Board would start with the Comp Plan, looking at the SR79 Corridor. Councilman McConnell suggested a review cycle every three years. Mayor Thomas said all of the LDC needed revisiting. Mr. Hodges suggested it being a continuous process.

Mayor Thomas spoke of the Bay Parkway and its current status. He said FDOT had stopped the City's progress in order to fix the hurricane-damaged roads. He said this would have been the opportunity to designate the new roadway as emergency use only instead of the congestion on Bay Parkway. He continued that the City had made tentative arrangements with the State and County for the remainder of the funding and engineering was already in progress.

Mr. Gisbert said Nine Million Dollars had been appropriated for the new segment and the funds from FDOT and the State were irrelevant at this point. He said the designers were working on the drawings but it would take four to five months to complete and then another month or two for the permit. He said the construction should be able to start before summer and take twelve to eighteen months to build.

Councilman McConnell stated he was also on the TPO Board and would push the review of the wear and tear on Bay Parkway because of the increased traffic, and that the roadway would fail sooner than previously predicted. He said he would push to move it up the priority scale.

Mr. Wakstein mentioned adding something to the Code about removing fuel sources in light of the fallen trees. Ms. Myers reminded the Board that they also served as the City's Tree Board. Chair Sheldon said that Code Enforcement reported to the Planning Board monthly.

Chair Sheldon suggested that the Council and Planning Board meet like this once a year and talk. He said the Board was an energetic and aggressive group and the Council would be seeing more recommendations in the future.

With nothing further, the meeting was adjourned at 2:12 P.M.

READ AND APPROVED this 10th of January, 2019.

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 December 13, 2018.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
HECTOR SOLIS

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

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

Ms. Cameron Whitten of the Woodlawn United Methodist Church gave the invocation and Councilman Chester led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Special Meeting for Hurricane Michael Updates/Needs of October 18, the Regular Meeting of November 8 and the Special Meeting of November 26, 2018 were read. Councilman Chester made the motion to approve the Minutes as written. 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

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 written. 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

PRESENTATIONS

1 **BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.** Councilman Chester introduced Ms. Aniyah Amedetohou and presented her with the Civic Achievement Award for exemplary service to the Beach Boys and Girls Club. Ms. Latina Reed, Club representative, spoke of Aniyah's contributions to the 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 6:07 P.M. and invited comments.

1 Mr. Dave Otano, President of Coqui Disposal Services, spoke of his solid waste collection business and experience with EWS. He asked for the Council not to exclude his business from consideration of a Franchise Agreement.

2 Mr. Todd Ingram spoke of Ordinance 1484 and the City's growth in tourism since the 300 LSV cap was established. He said LSVs were regulated by the State and Federal Government.

With no further comments, the Mayor closed the Public Comments section at 6:12 P.M.

CONSENT AGENDA

Ms. Smith read the Consent Agenda Items by title.

- 1 **RESOLUTION 19-20, NEW YEAR'S EVE STREET PARTY, BALL DROP AND ROAD CLOSURES.** "A Resolution of the City of Panama City Beach related to the New Year's Eve Street Party event; authorizing various road closures within Pier Park on December 29, 30 and 31, 2018 for the event's street party and ball drop; and providing an immediately effective date."

- 2 **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.** These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

- 3 **RESOLUTION 19-21, NUISANCE ABATEMENT LIEN, 110 SAN SOUCI STREET N.** "A Resolution of the City of Panama City Beach, Florida, approving an amount of \$2,463.25 to be liened on property located at 110 San Souci Street N for costs incurred by the City to abate nuisances located upon such property; authorizing the appropriate officers of the City to record the lien and notify interested parties of such lien; and approving an immediately effective date."

- 4 **RESOLUTION 19-22, NUISANCE ABATEMENT LIEN, 9617 BEACH BLVD.** "A Resolution of the City of Panama City Beach, Florida, approving an amount of \$1,533.28 to be liened on property located at 9617 Beach Blvd. for costs incurred by the City to abate nuisances located upon such property; authorizing the appropriate officers of the City to record the lien and notify interested parties of such lien; and approving an immediately effective date."

- 5 **RESOLUTION 19-23, BID AWARD - PARKS MULTI-FACILITY RESURFACING PROJECT.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with American Tennis Courts, Inc., related to the PCB Parks & Recreation Multi-Facility Resurfacing Project, in the amount of \$143,666.00."

- 6 **RESOLUTION 19-24, JEEP BEACH JAM ROAD CLOSURES.** "A Resolution of the City of Panama City Beach, authorizing temporary road closure of a portion of South Pier Park Drive and authorizing rerouting of traffic on a portion of Front Beach Road, on Saturday, May 18, 2019, for the "Jeep Beach Jam" Parade; and providing an immediately effective date."

- 7 **RESOLUTION 19-25, BID AWARD- PARKS HEAVY DUTY VEHICLE.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Jerry Pate Turf & Irrigation in the amount of \$24,881.89 for the purchase of a Toro Workman Utility Vehicle with Dump Bed; and providing an immediately effective date."

- 8 **RESOLUTION 19-26, WASTEWATER TREATMENT FACILITY REPLACEMENT ELECTRICAL BREAKER PURCHASE.** "A Resolution of the City of Panama City Beach, Florida, approving the purchase of a Magnum Replacement Breaker for the City's Wastewater Treatment Facility from Eaton Corporation in the amount of \$12,441."

- 9 **RESOLUTION 19-27, BID AWARD- PARKS IN-FIELD GROOMER.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Jerry Pate Turf & Irrigation in the amount of \$18,386.49 for the purchase of a Toro SP3040 In-field Groomer."

- 10 **RESOLUTION 19-28, BID AWARD- FRANK BROWN PARK CONCESSION MANAGEMENT & OPERATION SERVICES CONTRACT.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Morris Enterprises in the amount of \$70,100 for Frank Brown Park Concession Management and Operation Services."

- 11 **RESOLUTION 19-35, NORTH RICHARD JACKSON BLVD. ROAD CLOSURE.** "A Resolution of the City of Panama City Beach, Florida, authorizing temporary closures of portions of North Richard Jackson Boulevard on December 17, 2018 through December 20, 2018, for construction related to alleviate flooding in the area."

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

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

REGULAR AGENDA

ITEM 1 ORDINANCE 1465, RESIDENTIAL GARBAGE COLLECTION, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1465 by title. Mayor Thomas opened the Public Hearing at 6:17 P.M.

1 Ms. Karen Mathson, 166 Christopher Dr. Ms. Mathson spoke of the 1% of people who did not attend to their trash and that this Ordinance would not stop illegal dumping. She questioned the City being able to assess a franchise fee.

2 Mr. Tom Trossen, 107 Heron Turn, rep of Glades Owners' Assn, asked if garbage companies had already been selected and how a resident would be able to verify if their provider was one of those selected by the City. He asked numerous other questions concerning the franchises and the City setting rates.

3 Mr. Burnie Thompson, 19272 Front Beach Road. Mr. Thompson questioned if this Ordinance affected businesses. Councilman McConnell stated that businesses were already required to have garbage service. Mr. Thompson said there were numerous people who did not need to pay for trash service for various reasons.

4 Mr. Tom Klomps, 614 Poinsettia Ct. Mr. Klomps said comments had been made about short-term rentals not having sufficient trash pickups and he did not see this Ordinance solving that problem. He questioned the justification for the Ordinance and what benefit it would be for the residents.

With no further comments, the Mayor closed the Public Hearing at 6:30 P.M. Ms. Myers said the contractors had been selected in the Franchise Agreements. Regarding rates, the City reserved the rights to change the rates. This Ordinance was drafted only for residential collection. Councilman McConnell said the purpose was not to charge fees. Ms. Myers said the Ordinance gave the Council the right and authority to set rates in the future. Mr. Trossen asked from the audience that the language be removed.

Ms. Myers continued that one section of the Ordinance had been amended to add a grace period so that no civil penalties would be given prior to February 1st to allow residents who needed to acquire garbage service the time to do so. Councilman McConnell suggested delaying to March 1st to allow 90 days. Councilman Casto asked about the 2% Franchise Fee. Ms. Myers said that was included in Item 14, Franchise Agreements, and not this Ordinance. Related to yard debris, Ms. Myers said this Ordinance addressed residential dwelling garbage, trash and waste materials which would contemplate yard debris and white goods. Councilman Solis said this Ordinance did not stop the City from picking up yard debris, and currently spent almost \$500,000 per year picking up the yard debris at no cost to the residents.

Councilman McConnell made the motion to approve Ordinance 1465 but strike the authority to set rates and move the grace period to March 1, 2019. 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	Nay
Mayor Thomas	Aye

ITEM 2 ORDINANCE 1475, AMENDING LDC REPEALING HEIGHT INCENTIVES, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1475 by title. Mayor Thomas opened the Public Hearing at 6:38 P.M.

1 Ms. Genese Hatcher spoke of Height Incentives recently approved for resorts but yet this Ordinance prohibited residences from having increased height. She spoke of the additional three feet in height to be able to park under houses.

2 Mr. Burnie Thompson, 19272 Front Beach Road. Mr. Thompson spoke of resorts being built near Mike's Diner and the deal made for a special road in exchange for an affirmative vote for the Height Incentive. He spoke of Tallahassee politicians making special deals.

With no further comments, the Mayor closed the Public Hearing at 6:42 P.M. He stated that he did make a deal for a road with the developer in public at the meeting even though he personally agreed with Councilman Solis that the City should have stayed with fifteen stories. He said this road would help the community with the extra traffic. Councilman Chester asked Mr. Leonard about the parking issue involving Mr. Allen. Councilman Solis clarified that he had not voted for the Height Incentives, and that the road approved with one of the Height Incentives was a condition of approval, not a deal. He spoke of the benefits of the road and that all comments had been made in the open.

Councilman McConnell made the motion to approve Ordinance 1475. 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 3 ORDINANCE 1477, AMENDING LDC RELATED TO UTILITIES IN SCENIC CORRIDORS, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1477 by title. Mayor Thomas asked if all utilities were aware of the changes being made and their responsibility to meet those requirements. Ms. Myers said this contemplated all of the Scenic Corridors. The Mayor opened the Public Hearing at 6:46 P.M. There were no comments. The Public Hearing was closed at 6:47 P.M.

Councilman Chester made the motion to approve Ordinance 1477. 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

ITEM 4 ORDINANCE 1478, AMENDING CHAPTER 19 RELATED TO PROHIBITING UTILITIES ON SOUTH SIDE OF SCENIC CORRIDORS, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1478 by title. Mayor Thomas opened the Public Hearing at 6:48 P.M. and invited comments. Hearing none, he closed the Public Hearing at 6:49 P.M.

Councilman Solis made the motion to approve Ordinance 1478. 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 5 ORDINANCE 1479, AMENDING LDC RELATED TO TRADITIONAL NEIGHBORHOOD OVERLAY DISTRICTS, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1479 by title. Mayor Thomas opened the Public Hearing at 6:50 P.M.

1 Mr. Tom Trossen, 107 Heron Turn. Mr. Trossen spoke of the development of the closed Hombre Golf Course and if this Ordinance would apply to that property.

There were no further comments. The Mayor closed the Public Hearing at 6:50 P.M. Ms. Myers explained that this Ordinance would allow Traditional Neighborhood Overlay Districts in residentially-zoned properties. The Code already allowed TNODs in commercial areas zoned CH so she did not believe it would materially affect Hombre.

Councilman Chester made the motion to approve Ordinance 1479. 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 6 ORDINANCE 1480, ST. JOE LARGE SCALE COMP PLAN AMENDMENT, 1ST READING, PUBLIC HEARING. Ms. Myers read Ordinance 1480 by title. Mayor Thomas opened the Public Hearing at 6:55 P.M. and invited comments. There were none. He closed the Public Hearing at 6:55 P.M.

Councilman McConnell made the motion to approve Ordinance 1480. 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

ITEM 7 ORDINANCE 1481, ST JOE REZONING, 1ST READING, PUBLIC HEARING. Ms. Myers read Ordinance 1481 by title. Mayor Thomas opened the Public Hearing at 6:56 P.M. and invited comments from the public. There were none. He closed the Public Hearing at 6:56 P.M.

Councilman Casto made the motion to approve Ordinance 1481. 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 8 ORDINANCE 1483, AMENDING COASTAL MANAGEMENT ELEMENT OF THE COMP PLAN-SEA LEVEL RISE, 1ST READING, PUBLIC HEARING. Ms. Myers read Ordinance 1483 by title. Mayor Thomas opened the Public Hearing at 6:57 P.M. and invited comments from the public. Hearing none, he closed the Public Hearing at 6:57 P.M.

Councilman Chester made the motion to approve Ordinance 1483. 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 9 RESOLUTION 19-29, HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT (HICA) FOR BREAKFAST POINT PHASE 3C, PUBLIC HEARING. Ms. Myers read Resolution 19-29 by title. The Mayor asked if there were any questions and there were none.

Councilman Chester made the motion to approve Resolution 19-29. 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

ITEM 10 PLAT APPROVAL, BREAKFAST POINT PHASE 3C, PUBLIC HEARING.

Ms. Myers said Staff had reviewed the Plat and the outstanding infrastructure was now secured by the bond approved in the HICA. She said the Plat met all procedural and substantive requirements of our Code and Florida Statute. Mayor Thomas opened the Public Hearing at 6:59 P.M. and invited comments. There were none. He closed the Public Hearing at 6:59 P.M.

Councilman Chester made the motion to approve the Breakfast Point 3C Plat. 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 11 PLAT APPROVAL, NAUTILUS COMMERCIAL DEVELOPMENT, PUBLIC HEARING. Mayor Thomas opened the Public Hearing at 6:59 P.M. and invited audience comments.

1 Mr. Tom Klomps, 614 Poinsettia Ct. Mr. Klomps said this was a large development which would bring a lot of traffic including City workers going through this area to reach the traffic light at Nautilus. He spoke of the new Fire Station and how they would get onto the Parkway with congested traffic.

Ms. Myers said the Plat was reviewed by Staff and that the Plat was only the conveyance of land. She said an error had been corrected in the certificate and she could confirm that the mylar was correct for the Council members to sign. There was no infrastructure to dedicate to the City so no need for a HICA. The Mayor asked if there were further comments and there were none. He closed the Public Hearing at 7:02 P.M.

Councilman McConnell said Nautilus was a big concern and he knew there was the issue with the traffic light system. He said there were many issues on the traffic side and he was in constant communication with the County on the traffic light system. Unfortunately, a lot of the fiber optic infrastructure had been damaged across the bridge by the hurricane. He said no one thought the new roadway to Nautilus would solve all the traffic problems.

Councilman Solis said the Council did not approve the commercial entities to build. They merely approve the Plat. As far as the new Fire Station, the private road would have quick access to Nautilus. A Fire Station in the center of the City would cut response time and centrally locate emergency vehicles.

Councilman Chester said that intersection also had a lot of pedestrian traffic which would also stop traffic.

Mayor Thomas said this would not alleviate the traffic congestion but the intersection would be better for the Fire Station due to the turn lanes. The City employees were entering the Parkway at an unsafe unlit road at Harley which was dangerous. The rerouting would put the same number of employees on the Parkway but at a safer intersection. He explained the delays in starting the second phase of Bay Parkway.

Councilman McConnell made the motion to approve the Nautilus Commercial Development Plat. 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 12 PLAT APPROVAL, SHOREWALK SUBDIVISION, PUBLIC HEARING.

Ms. Myers said Staff recommended continuing the Public Hearing until January 10, 2019. There were no objections.

ITEM 13 ORDINANCE 1484, CONFIRMING LSV CAP, 1ST READING. Ms. Myers read Ordinance 1484 by title. She said this Ordinance confirmed the 300 cap and the only substantive change was to allow the medallions to be shared among affiliated businesses which would afford some flexibility for the business owners. The Mayor asked if there were any questions for Staff and there were none.

Councilman Chester asked about the County's Ordinance and Ms. Myers stated she had no knowledge of a County ordinance. Councilman McConnell stated that the 300 cap had existed for two years and he did not see any reason to change the number. Ms. Myers said this Ordinance memorialized and made permanent the number for the future

Councilman Solis made the motion to approve Ordinance 1484. Second was by Councilman McConnell and the motion passed by majority roll call vote recorded as follows:

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

ITEM 14 RESOLUTION 19-33, BID AWARD- NON-EXCLUSIVE RESIDENTIAL SOLID WASTE COLLECTION FRANCHISE AGREEMENTS. Ms. Myers read Resolution 19-33 by title and explained how the City solicited information from the existing haulers on the island and their willingness to enter into a Franchise Agreement with the City. The form of the Agreement was also advertised, and amendments were made to the form during the process, and the final version was in the Agenda Package. She explained that of the six haulers (BCC Waste Solutions, Mr. Trash, Nate's Sanitation, Waste Management, Coqui Disposal Services and Waste Pro) that responded, Coqui was not included in this Resolution based on the responses received. It appeared that company did not have lengthy and extensive residential service on the island although it was clear he had commercial business on the island. Mayor Thomas asked if the company had any residential business in the City and Ms. Myers responded affirmatively. Councilman McConnell stated that he thought Coqui should be added to the list because the intent had been not to impact the businesses. There were no further questions or comments.

Councilman Solis made the motion to approve Resolution 19-33 with the addition of Coqui Disposal Services. Second was by Councilman McConnell and the motion passed by majority roll call vote recorded as follows:

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

ITEM 15 RESOLUTION 19-34, BID AWARD- DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING SERVICES. Ms. Myers read Resolution 19-34 by title and explained that the City had solicited bids from interested haulers and received fourteen responses. The Qualifications Review Committee reviewed the proposals and ranked the firms, CrowderGulf, AshBritt Inc., and Phillips and Jordan, Inc., as the top three firms. She said Staff recommended a five-year contract be awarded to all three firms and at the January meeting, a Task Order would be presented to one firm, CrowderGulf, to finish some of the City's removal, reduction and hauling services. The Mayor asked if there were any questions of Staff and there were none.

Councilman Chester made the motion to approve Resolution 19-34. 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 16 ORDINANCE 1482, CHARTER AMENDMENT REGARDING CIVIL SERVICE BOARD POWERS, 1ST READING. Ms. Myers read Ordinance 1482 by title and explained this Ordinance would dissolve the current Civil Service Board and reorganize it as a Grievance Board in the City's Charter. She said substantively the biggest change was that they were no longer given the authority to hire employees. Councilman McConnell asked if all terminations or disciplinary actions would go back to the Board and Ms. Myers responded affirmatively. He said the hiring process would go through the City Manager more quickly and Ms. Myers responded yes.

Councilman Casto said the Civil Service Board had been in existence for fifty years, and by making them merely a Grievance Board, this would remove 95% of their duties. He said the Commissioners spend hours interviewing potential employees and he could not understand why the Board should be changed. He continued that the Board had agreed to meet twice per month to speed up the process of interviewing potential employees. He recommended having a Workshop with the Civil Service Board prior to voting on this Ordinance. He said he thought most of the Department Heads opposed doing away with the Civil Service Board and that the Board would not stay together if only meeting occasionally to hear a grievance.

Mayor Thomas said the Department Heads did not bring the matter to him although he had talked with all of them. He said when the City was short on Staff, new employees needed to be hired as quickly as possible. He said hiring a new employee even with meeting twice per month would take three weeks. He reasoned that if a Department needed personnel, then the Department Head needed to do the interviewing. He said Federal laws and State laws now took care of employee treatment where in the past, they had not done so. The Mayor said this would still leave the protection of a grievance board.

Councilman McConnell asked Ms. Myers about timing in order to be placed on the April ballot. Ms. Myers said if the intention was to be on the April ballot, the City would need an adopted Ordinance and Resolution creating the ballot language by the end of qualifying. She explained the different timing options.

Mayor Thomas said he did not have a problem with the job performed by the current Civil Service Board. He said it was the process in delaying hiring when the City needed employees. Discussion ensued and Councilman Casto said the change did not have to occur this April. He recommended a workshop and to receive input from the employees.

Councilman Solis said the voters would make the final decision and he had spoken with some of the Department Heads who said this change would help. He said he did not oppose moving forward.

Councilman Chester said he had served on the Civil Service Board and many nights, he had reviewed applications to narrow the qualified applicants for interviews. This would place the burden then on the Department Heads to do that time-consuming task. He said narrowing the applicants down to the top ten saved the City time. Mayor Thomas said having the Department do the interviewing would save time.

Councilman Solis made the motion to approve Ordinance 1482. Second was by Councilman McConnell and the motion passed by majority roll call vote recorded as follows:

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

ITEM 17 RESOLUTION 19-32, BUDGET AMENDMENT #7 FOR NEW POLICE VEHICLES AND EQUIPMENT. Ms. Myers read Resolution 19-32 by title. The Mayor asked if there were any questions and there were none.

Councilman Chester made the motion to approve Resolution 19-32. 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 18 CITY CLERK POSITION- DISCUSSION RELATED TO HIRING AND COMPENSATION. Mr. Gisbert said eight people had applied to date but some were disqualified due to the mandatory typing speed. Ms. Smith was included in all but one interview, and one applicant withdrew. He presented the Council the top three applicants, with Ms. Bossert being the top applicant due to her experience with the City and knowledge of the system. He said all three applicants were well qualified.

Councilman Solis said he wanted more information about each applicant. Councilman McConnell asked if there would be one-on-ones with the applicants. Mr. Gisbert asked if that should occur during a Council meeting. Ms. Myers said the Council interviews would have to be in a public meeting. Councilman Solis said he wanted to talk

more with Mr. Gisbert, not the applicants. The matter would be brought back to the December 20th meeting.

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 7:31 P.M.

1 Mr. Burnie Thompson, 19272 Front Beach Road. Mr. Thompson spoke of comments made on Facebook and criminal indictments for the Tallahassee Mayor. He spoke of racketeering.

2 Mr. Tom Trossen, 107 Heron Turn, representative of the Glades Homeowners' Assn. Mr. Trossen thanked Ms. Kelly Jenkins and her crew picking up debris.

3 Ms. Joanne Weatherford, 6220 Thomas Drive. She said she was a member of Keep PCB Beautiful and spoke of the cigarette butt recycle program. She asked to install those units at the City Pier and the City Parks. She mentioned that they were applying for a grant and if awarded, would like to install the coke bins at the City Pier. Mayor Thomas said Mr. Ponek would meet with her after the meeting to discuss the issues.

4 Mr. Frank Sewell, Hidden Pines neighborhood. Mr. Sewell said Thomas Drive was getting worse by the day and he asked the time frame for the City's work on the new manholes.

5 Ms. Genese Hatcher. Ms. Hatcher asked about the stench from the Wastewater Plant and if anything could be done. She mentioned priorities.

6 Ms. Karen Mathson, 166 Christopher. Ms. Mathson said the stench was near Highway 79 & 98 when she moved to the beach. She said the 23rd Street Treatment Plant did not smell. She questioned the overhead wires and the weight of the wires.

With no further comments, the Mayor closed the Delegations period at 7:42 P.M.

ATTORNEY REPORT

Ms. Myers stated she had no report.

CITY MANAGER REPORT

Mr. Gisbert read the open bids and available jobs.

COUNCIL COMMENTS

Councilman Solis asked Mr. Shortt to comment about the Thomas Drive projects. Mr. Shortt explained that the Manhole contract had already started prior to the hurricane but no contractors were doing anything except disaster work for the 6 to 8 weeks afterward. Royal American, the contractor, had remobilized and about half of the manholes were replaced. The consultant who was tasked to move the utilities on Thomas Drive lost use of their offices and their people were doing a lot of the disaster relief work to support the City. They were back on task now and a 90% completed set of plans had been submitted to the County on November 29th. Although the beach did not have the impacts as those across the bridge, some of the people we use were impacted. He said the projects were back up to speed now.

Regarding the stench, Mr. Shortt said Staff had tried many options but there was not a magic bullet to eliminate the smell. Chemicals and scrubbers were tried but some of the equipment was at the end of its lifespan. Mr. Shaeffer was reviewing competitive equipment and different chemicals for the system, but historically, the winter had the most smell because of the northern winds. He continued that some of the ozone units to be replaced were \$500,000 and chemicals would reduce the smell some but not totally eliminate the smell.

Councilman McConnell said one of the Ordinances today addressed burying the overhead lines and the schedule for the Capital Improvements projects were posted on the wall for all interested. He also reported problems with the sole asphalt plant in the County, damaged by the storm, which would impact all road construction in the County. He urged the people to be patient as the effects of the hurricane were County-wide.

Councilman Casto thanked the Department Heads and Staff for the outstanding job during the last two months after one of the worst hurricanes ever hitting the area.

Mayor Thomas said he did not do Facebook but had been told what was being said. He said the traffic congestion would continue probably for another year due to the amount of cleanup to do. He reminded that he had been part of the meetings where events were canceled to make room for people here on the beach. He said the City had been very receptive to do anything to help Panama City and the other cities at this time. He said he would do all he could to make things better.

With nothing further, the meeting was adjourned at 7:55 P.M.

READ AND APPROVED this 10th of January, 2019.

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

ATTEST:

Mayor

City Clerk

DRAFT

The Special 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 December 20, 2018.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL

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

Mayor Thomas called the Special Meeting to order at 9 A.M. with Councilman Casto, Councilman Chester, and Councilman McConnell, the City Manager, City Clerk and City Attorney present.

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

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

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

PRESENTATIONS

1 MS. COLLEEN SWAB, CALIFORNIA CYCLES. Ms. Swab spoke at length concerning fairness as nearby businesses could have fifty LSVs displayed where each of her five locations could only display ten. She spoke of LSVs catering to families and the increased tourist population. She asked the Council to consider allowing at least twenty LSVs per store. Ms. Swab spoke of her company being in business for 34 years. Mr. Todd Ingram also spoke concerning why 300 was chosen as the LSV cap and the free market with supply and demand. He spoke of families experiencing the beach on the LSVs.

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

Mayor Thomas opened the Public Comments section of the meeting at 9:13 A.M. and invited comments.

1 Mr. Gary Beck, 17001 Front Beach Road. Mr. Beck spoke of his Federal case and criminal activity.

2 Ms. Genese Hatcher said the west end of the beach in the unincorporated County allowed parking under the homes, commended the Mayor on his efforts to clean Panama City Beach and urged encouragement of investors who would clean up rundown properties.

3 Mr. Gary Beck spoke again concerning Bay County Code Enforcement and Judge Fensom, and squatters on his property.

With no further comments, the Mayor closed the Public Comments section at 9:22 A.M.

REGULAR AGENDA

ITEM 1 APPOINTMENT OF ELECTED OFFICIAL TO THE LONG TERM DISASTER RECOVERY TASK FORCE. Mr. Gisbert explained the new Task Force created by the County and that an elected official was needed to represent the City, someone with the flexibility to meet for the preset meetings. Councilman Casto said he was very interested in serving and had the time to attend the meetings. He said he had been through many hurricanes and disasters with the City.

Councilman Chester made the motion to appoint Councilman Casto to the Long Term Disaster Recovery Task Force. Second was by Councilman McConnell and the motion passed by unanimous roll call vote of those present recorded as follows:

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

Mayor Thomas explained why this Task Force was created and the thought that this would expedite funds coming to the County and cities. He said six other committees would be appointed to look at other parts of the Disaster Recovery.

ITEM 2 ORDINANCE 1485, AMENDING LDC RELATED TO PARKING CHANGES, 1ST READING. Ms. Myers read Ordinance 1485 by title. The Mayor asked if there were any questions of Staff; there were none.

Councilman McConnell made the motion to approve Ordinance 1485. Second was by Councilman Casto and the motion passed by unanimous roll call vote of those present recorded as follows:

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

ITEM 3 ORDINANCE 1486, AMENDING LDC CLARIFYING VARIANCE APPEALS, 1ST READING. Ms. Myers read Ordinance 1486 by title and explained that this Ordinance would memorialize the process discussed during the Joint Workshop with the Planning Board. The Mayor asked if there were any questions of Staff. There were none.

Councilman Chester made the motion to approve Ordinance 1486. Second was by Councilman McConnell and the motion passed by unanimous roll call vote of those present recorded as follows:

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

ITEM 4 ORDINANCE 1487, ANNUAL UPDATE OF CAPITAL IMPROVEMENTS SCHEDULE, 1ST READING. Ms. Myers read Ordinance 1487 by title and explained this was the annual update created from input of all Department Heads. The Mayor asked if there were any questions for Staff; there were none.

Councilman McConnell made the motion to approve Ordinance 1487. Second was by Councilman Chester and the motion passed by unanimous roll call vote of those present recorded as follows:

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

ITEM 5 ORDINANCE 1488, AMENDING CHAPTER 25 CODE ENFORCEMENT PROCESS, 1ST READING. Ms. Myers read Ordinance 1488 by title and explained the Clerk of the Court had served as the Clerk of Code Enforcement since 2002, and next year would no longer provide that service. This would change the process to allow the City to take over those responsibilities.

Councilman Casto made the motion to approve Ordinance 1488. Second was by Councilman Chester and the motion passed by unanimous roll call vote of those present recorded as follows:

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

ITEM 6 RESOLUTION 19-30, HAGERTY CONSULTING DISASTER RECOVERY ADMINISTRATIVE SERVICES CONTRACT AND BUDGET AMENDMENT #4. Ms. Myers read Resolution 19-30 by title and said this action would approve the Not-To-Exceed amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the contract and the Budget Amendment to fund it.

Councilman Casto asked Mr. Gisbert for an update on hurricane expenses. Mr. Gisbert said Hagerty would be reimbursed at five percent (5%) of whatever funds they bring in, capped at \$250,000. He said the original draft had been \$750,000 assuming the City would receive approximately \$15,000,000, an early assessment. Now with time to assess the storm, Staff thought it would be more in the Two to Three Million Dollar range for expenses. Mr. Gisbert said if the company was able to recover more, the overage would still come to the Council for approval above the \$250,000 reimbursement. The Mayor asked if there were any other questions and there were none.

Councilman Chester made the motion to approve Resolution 19-30. Second was by Councilman McConnell and the motion passed by unanimous roll call vote of those present recorded as follows:

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

ITEM 7 RESOLUTION 19-31, BUDGET AMENDMENT #5 FOR TCS JANITORIAL SERVICES CONTRACT FOR LIBRARY. Ms. Myers read Resolution 19-31 by title and said the original contract for janitorial services had not contemplated services for the library but did allow additional services as needed. The modification of the contract had already been handled but the funding for the additional services required Council approval. Councilman Chester asked if the same firm cleaned all the City buildings and Ms. Myers replied affirmatively.

Councilman McConnell made the motion to approve Resolution 19-31. Second was by Councilman Casto and the motion passed by unanimous roll call vote of those present recorded as follows:

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

ITEM 8 RESOLUTION 19-36, NORTH GLADES CHANNEL MITIGATION AGREEMENT, NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS PROJECT. Ms. Myers read Resolution 19-36 by title and explained about a year ago, the Council had approved an Improvement Agreement to mitigate a ditch on St. Joe property. That Agreement contemplated that once the wetland impacts were known that the City would pay the amount of mitigation necessary. The Mayor asked if there were any questions for Staff and there were none.

Councilman Casto made the motion to approve Resolution 19-36. Second was by Councilman Chester and the motion passed by unanimous roll call vote of those present recorded as follows:

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

ITEM 9 RESOLUTION 19-40, FIRE RESCUE DISASTER DEPLOYMENT POLICY. Ms. Myers read Resolution 19-40 by title. Mr. Gisbert explained that although the City had officially ceased being in a state of emergency, the emergency still existed outside of our community. Our Firefighters volunteered to go to Mexico Beach for seven days and ended up staying twelve days, and the City did not have a policy for that type of commitment. He said this thorough policy created the base pay structure as well as the pay structure for the entire event while on location. All were following the Federal guidelines, and if the policy was not already in place prior to the incident, the City could not get paid based on the policy. Mr. Gisbert said the City had separate Interlocal Agreements with the State and local communities but would be paid on regular pay scales. The Mayor asked if there were any questions.

Councilman Chester asked if there were an amount or number of employees who could volunteer. Mr. Gisbert explained that it depended upon the request from the State, plus have the manpower available to not hurt our residents. The Mayor asked if there were any other questions and there were none.

Councilman Chester made the motion to approve Resolution 19-40. Second was by Councilman Casto and the motion passed by unanimous roll call vote of those present recorded as follows:

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

ITEM 10 RESOLUTION 19-37, REVISED EMERGENCY PAY POLICY. Ms. Myers read Resolution 19-37 by title. Mr. Gisbert explained that, under the proposed policy, the salaried employees were given additional time off during emergencies, which had been reduced to merely extra time off once the forty hours was served. He continued that once the Council rescinded the state of emergency, he did not have the power to continue select Departments such as Police or Fire serving under the state of emergency. The Mayor asked if there were any questions for Staff and there were none.

Councilman McConnell made the motion to approve Resolution 19-37. Second was by Councilman Casto and the motion passed by unanimous roll call vote of those present recorded as follows:

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

ITEM 11 RESOLUTION 19-38, RATIFY DISCOUNT OF MERCHANT TAX RECEIPTS. Ms. Myers read Resolution 19-38 by title. The Mayor asked if there were any questions and there were none.

Councilman McConnell made the motion to approve Resolution 19-38. Second was by Councilman Chester and the motion passed by unanimous roll call vote of those present recorded as follows:

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

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 9:38 A.M.

1 Mr. Burnie Thompson, 19272 Front Beach Road. Mr. Thompson asked if there were any City connections to Hagerty Consulting. He asked why Councilman Solis was not at the meeting. He spoke of transparency in government and questioned the timing of the Special Meeting with sparse attendance. He also questioned whether it was the County's decision to no longer hear Code Enforcement issues.

2 Mr. Gary Beck, 17001 Front Beach Road. Mr. Beck spoke of issues with FEMA, squatters on his County property, his Federal case, and Bay County Code Enforcement.

3 Ms. Genese Hatcher said parking was needed under homes since parking in front of homes was now limited.

With no further comments, the Mayor closed the Delegations period at 9:46 A.M. Mayor Thomas said it was the County's decision to cease handling the Code Enforcement Hearings over the City's objection. He continued that parking must be furnished for homes, and under prior rules the structure could be so large that parking spread over to the neighbors causing problems. Ms. Myers confirmed that the parking rules applied to new development or the redevelopment of non-conforming uses.

ATTORNEY REPORT

Ms. Myers stated she had no report.

CITY MANAGER REPORT

Mr. Gisbert read the open bids and available jobs. He announced that the Qualifications Review Committee would meet at 2 P.M. December 28th to review and rank the respondents in the Disaster Debris Monitoring Services RFP. He announced that the applicant had withdrawn their application for the Shorewalk Subdivision Quasi-Judicial Hearing so the continued Public Hearing scheduled for January 10, 2019 was canceled.

COUNCIL COMMENTS

Councilman Casto said he had attended a County meeting Monday, very productive, and heard issues about money to be recovered. He heard comments about suspending the CRA and asked Ms. Myers if the County could take that action. Ms. Myers said the City certainly objected and said that she did not believe the County could do so. She understood that the County was seeking some legislation which would authorize them to take that action and information had already been brought to the Florida League of Cities attention to assist the City.

Mayor Thomas said he had met with members from other cities via phone and through the City Manager, and determined that the County would have to go through the Legislature to take the CRA funding and he believed the County would need the support from the other cities to be successful. The Mayor said the City suggested that the County seek a Half-Cent Sales Tax rather than affect any other funds because no one wanted their Ad Valorem taxes increased. He said this Half-Cent would allow the tourists to pay their share and alleviate some of the burden to local residents. He said he thought this matter would be brought to the delegation meeting tonight and with the support from other cities, the County would not try to take the CRA funds. Mayor Thomas said this was the better option rather than change the Ad Valorem taxes because the other cities genuinely had a horrible situation to overcome.

Mayor Thomas also asked the other Council members for support to ask Staff to look into the possibility of dedicating the City's portion of the Half-Cent to Mexico Beach as their portion would be almost nothing. He said with their population, Mexico Beach would only receive \$106,000 and the City would receive \$1.2 Million Dollars. He said he thought this would help the City by giving these funds to Mexico Beach. Councilman McConnell agreed to explore that idea. Councilman Casto said he would look at the option. He said tonight's meeting was at 5 P.M. at the County offices with the Senator and Representative from this District, and he urged the other Council members to attend. Councilman Casto said encouraged the City Attorney to protect the CRA funds at all costs.

Mayor Thomas said today's Special Meeting was announced at the Council meeting last week, the notice was posted on the City website and published in the News Herald. The January 10th Quasi-Judicial Hearing was canceled. He said being called a thief and liar was upsetting to him and his family, and many times the Council was asked the same questions numerous times. He wished everyone a Merry Christmas.

With nothing further, the meeting was adjourned at 9:58 A.M.

READ AND APPROVED this 10th of January, 2019.

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

Mayor

ATTEST:

City Clerk

PRESENTATION

1

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Adrian Mitchell

HAS GIVEN EXCEPTIONAL SERVICE

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

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

Presented this 10th of January, 2019





MAYOR MIKE THOMAS

PRESENTATION

2

REPORT OF
HALF-CENT SALES TAX CITIZENS OVERSIGHT COMMITTEE
NOVEMBER 27, 2018

The Committee has reviewed the schedule of surtax proceeds collected by the City in FY18 and ascertained that the monies paid out to date in FY18 in the amount of \$284,371.06 are for the Bay Parkway Segment 2 project which has been designated for use of these funds.



Chair Roger Scheeres

BOARD

**TERM
EXPIRES**

HALF-CENT SALES TAX CITIZENS OVERSIGHT COMMITTEE

Meets as needed (Res 17-39) Terms same as Council member

Jeromey Gillespie 160 Grand Heron Dr, 32407	(Casto)	(c630-0868)	April, 2022
David Scruggs 316 Bainbridge St, 32413	(Chester)	(c541-6188)	April, 2020
Jeremy Martin 89 Park Place, 32413	(McConnell)	(C352-430-4997)	April, 2022
Roger Scheeres 100 Grand Heron Dr, 32407	(Solis)	(c532-9525)	April, 2020
Doug Gilmore 100 Villa Ct, 32413	(Thomas)	(c867-5675)	April, 2020

2

RESOLUTION 17-39

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PROCEEDS FROM THE LOCAL GOVERNMENT INFRASTRUCTURE SURTAX BE USED BY THE CITY TO FINANCE, PLAN OR CONSTRUCT PROJECTS THAT WILL REPAIR LOCAL ROADS, REDUCE TRAFFIC CONGESTION OR IMPROVE TRAFFIC FLOW, INCREASE NEIGHBORHOOD SAFETY WITH PEDESTRIAN PATHS, PROVIDE SIDEWALKS NEAR SCHOOLS OR REDUCE LOCAL FLOODING; ESTABLISHING A CITIZEN ADVISORY COMMITTEE TO PROVIDE OVERSIGHT OF THE EXPENDITURE OF THE FUNDS FOR PROJECTS IDENTIFIED BY THE CITY FOR WHICH THE PROCEEDS SHALL BE USED; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, Section 212.055(2), Florida Statutes, authorizes Bay County to levy a local government infrastructure surtax of one half percent upon transactions occurring within Bay County that are taxable under Chapter 212, Florida Statutes; and

WHEREAS, a half-cent sales tax proposed by the Bay County Board of County Commissioners was approved by the electors of Bay County on November 10, 2016; and

WHEREAS, moneys received from the local government infrastructure surtax may be utilized by the County and each municipality within the County to finance, plan, and construct infrastructure as defined in Section 212.055(2);

WHEREAS, the permitted uses of the infrastructure tax as set forth in Section 212.055(2) are very broad, and the Council wishes to more narrowly define the intended uses of tax proceeds received by the City; and

WHEREAS, the City finds and determines that a limitation on the use of the proceeds to the provision of adequate and efficient transportation and storm water drainage facilities upon which the public depends on a day to day basis is a necessary and proper use of the proceeds.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida,

1. That the proceeds received by the City from the local government infrastructure surtax levied pursuant to Bay County Ordinance 16-21 shall be used by the City to finance, plan or construct projects that will repair local roads, reduce traffic congestion or improve traffic flow, increase neighborhood safety with pedestrian paths, provide sidewalks near schools, or reduce local flooding.
2. That a Citizen Advisory Committee is hereby established for the purpose of providing oversight of the expenditure of funds for projects identified by the City Council for which the proceeds of the local government infrastructure surtax

shall be used. The Committee shall remain in existence until the substantial completion of the last commenced project for which the infrastructure surtax is used, or eleven years from the date of this Resolution, whichever occurs last.

- a. Membership. The Oversight Committee shall consist of five members who shall be appointed by the City Council, and who shall serve without compensation. Each Councilperson shall nominate one member to the Committee. All members of the Committee shall be residents and electors of the City.
- b. Term. The members shall serve a term concurrent with the term of the Councilperson nominating the member. A member whose term expires, or whose seat is deemed vacant by the vacancy of the Councilperson nominating the member, shall continue to serve until a successor is appointed. When any vacancy occurs on the Committee, the City Councilperson from the ward who first nominated the seat shall appoint a new member to serve the unexpired term of the member whose death, resignation or incapacity creates the vacancy.
- c. Powers and Duties.
 1. The Committee shall meet at least twice yearly, or more often as may be needed to fulfill their duties and responsibilities.
 2. The Committee shall review and ascertain that the proceeds of the infrastructure surtax are being used solely for the purposes stated in Paragraph 1 of this Resolution. At the conclusion of each review, or no less than annually, the Committee shall make a report to the City Manager, Council and public regarding the use of the proceeds of the infrastructure surtax and the progress and status of all projects financed by those proceeds.
- d. The Committee and all its proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, the Florida Public Records Law, the Florida Ethics Code, and all other applicable local or state rules. All meetings, records and reports of the Committee shall be open to the public in accordance with Section 286.011 and section 119.07, Florida Statutes.


THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 12th day of January, 2017.

CITY OF PANAMA CITY BEACH

By: 

Mike Thomas, Mayor


Diane Fowler, City Clerk

CONSENT ITEM

1



~Proclamation~

A PROCLAMATION DESIGNATING
JANUARY 18, 2019
AS "FLORIDA ARBOR DAY"
IN PANAMA CITY BEACH

- WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** this holiday, now called ARBOR DAY, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS,** ARBOR DAY is now observed throughout the nation and the world; and
- WHEREAS,** the City of Panama City Beach has now been designated as a "Tree City" and numerous volunteers will assemble at the Conservation Park from 10 AM to 12 Noon on February 2nd to plant 1,000 longleaf pines for the annual Longleaf Tree Planting Celebration, in efforts to bring the Conservation Park back to its original state; and
- WHEREAS,** our Conservation Park is a shining example of trees being planted to return the area to woodlands as they had been over a hundred years ago, for the community to enjoy.
- NOW, THEREFORE,** the City Council of the City of Panama City Beach, does hereby proudly proclaim January 18, 2019 as

"FLORIDA ARBOR DAY"

in the City of Panama City Beach, and urge our residents and visitors to celebrate Arbor Day and to support the efforts to protect our trees and woodlands. I further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Mayor Mike Thomas

Councilman Paul Casto
Ward 1

Vice-Mayor Phil Chester
Ward 2

Councilman Geoff McConnell
Ward 3

Councilman Hector Solis
Ward 4

CONSENT
AGENDA ITEM # _____

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

COUNCIL

2. MEETING DATE:

JANUARY 10, 2019

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF AN ORDINANCE AMENDING THE CITY'S CHARTER AND CODE OF ORDINANCES TO REVISE THE POWERS OF THE CITY'S CIVIL SERVICE 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 CITY CHARTER PRESENTLY PROVIDES FOR THE CIVIL SERVICE BOARD TO ACT AS A HIRING BOARD AS WELL AS A GRIEVANCE BOARD. THE CIVIL SERVICE BOARD IS TASKED WITH CONDUCTING THE HIRING PROCESS AND MAKING RECOMMENDATIONS TO THE CITY MANAGER. THIS CIVIL SERVICE SYSTEM ALSO ENTITLES AGGRIEVED CIVIL SERVICE MEMBERS TO APPEAL ANY DISCIPLINARY PROCEEDINGS.

AT ITS NOVEMBER 8 MEETING, COUNCIL DIRECTED STAFF TO PREPARE AN ORDINANCE AMENDING THE CHARTER TO LIMIT THE CIVIL SERVICE BOARD'S POWER TO ONLY HANDLING CIVIL SERVICE GRIEVANCES OR APPEALS. THE ORDINANCE REPEALS AND AMENDS CERTAIN PROVISIONS OF THE CHARTER AND CODE OF ORDINANCES TO CONFIRM THE EXISTENCE OF A CITY CIVIL SERVICE SYSTEM AND REVISE THE CIVIL SERVICE BOARD'S ROLE.

THE CITY APPROVED FIRST READING OF THIS ORDINANCE ON DECEMBER 13, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON DECEMBER 28, 2018. IF ADOPTED, THE ORDINANCE WILL NOT BE EFFECTIVE UNTIL APPROVED BY REFERENDUM, AND A RESOLUTION TO PLACE THE QUESTION ON THE BALLOT WILL BE BROUGHT BACK TO THE COUNCIL FOR APPROVAL.

ORDINANCE NO. 1482

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CHARTER TO DISSOLVE THE CITY'S CIVIL SERVICE SYSTEM; AMENDING THE CITY'S CHARTER TO REQUIRE THE CREATION OF A CIVIL SERVICE SYSTEM; AMENDING THE CITY'S CODE OF ORDINANCES TO ESTABLISH THE CITY'S CIVIL SERVICE BOARD AND CIVIL SERVICE SYSTEM; PROVIDING AN EFFECTIVE DATE; PROVIDING THAT THE AMENDMENT PROPOSED SHALL BE EFFECTIVE ONLY UPON THE APPROVAL OF REFERENDUM AS SPECIFIED IN THE ORDINANCE AND REPEALING ORDINANCES IN CONFLICT.

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, Article VI of the City Charter of the City of Panama City Beach, related to Civil Service is hereby repealed.

SECTION 2. From and after the effective date of this ordinance, Article VI of the City Charter of the City of Panama City Beach, related to Civil Service is created to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 6-1. - Civil Service System.

- (a) The City Council shall create, by ordinance, a Civil Service System. The City Council shall adopt rules setting the substantive rights, duties, and conditions for the Civil Service System, Civil Service Membership, employment, promotion, discipline, and removal to all

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AGENDA ITEM # 2

authorized, permanent positions filled by the City, based on merit, efficiency, character and industry.

SECTION 3. From and after the effective date of this ordinance Section 3-5 of the City Charter of the City of Panama City Beach, related to powers and duties of the City Manager is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 3-5. - Same—Powers and duties.

The City Manager shall be the chief administrative officer of the City and shall be responsible to the City Council for the administration of all City affairs placed in his/her charge by this Charter or by ordinances of the City. To that end, he/she shall have the following powers and duties:

(a) He/she shall appoint, supervise, regulate and, when he/she deems it necessary for the good of the City, discipline, demote, suspend or remove any City employee or appointed administrative officer, except the City Clerk and the City Attorney, subject to **any due process or grievance procedures** ~~provisions then in effect, of Article 6 of this Charter.~~ He/she may promulgate personnel rules and regulations for City employees. He/she may authorize any subordinate officer or employee to exercise such powers with respect to subordinates in turn; provided, that the City Manager shall, in all cases, retain the right to alter or deny any determination made by such subordinates.

(b) He/she shall direct, supervise and be responsible for the administration of all departments, divisions, offices and positions of the City government, and may delegate to his/her subordinate officers and employees those powers which are necessary or expedient to the proper management, control and function of such departments, divisions, offices and positions.

(c) He/she shall have the power to create, combine or discontinue any administrative departments, divisions, offices and positions, subject to the **due process or grievance procedures then in effect** ~~requirements of Article 6 of this Charter~~ and subject to approval by the City Council. In so doing, he/she shall have the power to determine, consolidate, combine or distribute the functions and duties of such administrative departments, divisions, offices and positions.

(d) He/she shall ensure that all laws, provisions of this Charter, ordinances and other acts of the City Council, subject to enforcement by him/her or his/her subordinates, are faithfully executed.

(e) He/she shall attend all meetings of the City Council and shall have the right to take part in all discussions though not to vote on any matter.

(f) He/she shall have the right to recommend to the City Council for adoption such measures as he/she may deem necessary or expedient to the interests of the City.

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AGENDA ITEM # 2

(g) He/she shall keep the City Council fully advised as to the financial conditions and future needs of the City and shall, as he/she deems advisable, make recommendations to the City Council concerning the financial affairs of the City.

(h) As soon as practicable after the close of each fiscal year, he/she shall submit to the City Council a complete report on the finances and on the financial and administrative activities of the City government for the preceding fiscal year. He/she shall make such other reports as the City Council may require concerning the operation of the departments, divisions, offices and positions of the City government subject to his/her direction and supervision.

(i) Pursuant to the provisions of Section 5-2 of this Charter, he/she shall annually prepare a proposed budget to be submitted to the City Council for its consideration.

(j) Subject to the provisions of this Charter relative to purchases, contracts and competitive bidding, he/she shall purchase services, supplies, materials and equipment; provided, that such purchases are in conformance with the requirements of this Charter, state law and the ordinances of the City. Purchases shall be made only on behalf of the City pursuant to the provisions of appropriation ordinances or resolutions. The City shall not be liable for any service, supply, material or equipment furnished to the City unless the City Council shall have previously made an appropriation therefor. No contract shall be let for the construction of public improvements except in accordance with the directions of the City Council.

(k) He/she shall sign such contracts, bonds and agreements of the City as are required by this Charter or ordinances of the City or as directed by the City Council.

(l) He/she shall be responsible for the collection of all revenues and monies due the City and shall maintain proper records of such collections. He/she shall be responsible for the disbursement of all City monies and shall maintain proper records of such disbursements.

(m) He/she shall maintain a uniform system of accounts in which shall be entered all financial transactions of the City. He/she shall establish and require the maintenance of a uniform system of accounting for each administrative department, division, office or position of the City, and may audit such accounts at his/her discretion.

(n) He/she shall perform such other duties and shall have such other powers as are specified by this Charter or ordinances or resolutions of the City or as the City Council may require from time to time.

SECTION 4. From and after the effective date of this ordinance Division I, Article III, Chapter 2 of the Code of Ordinances of the City of Panama City Beach, related to Officers and Employees is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 2-43. – Civil Service System, membership.

All employees on the payrolls of the City in authorized, permanent positions shall be members of the Civil Service, except the City Manager, the City Clerk and the City Attorney, and such assistant positions as each may establish. All authorized, permanent positions requiring full-time or part-time employees, excluding the City Manager, the City Clerk and the City Attorney, and their assistants, shall be filled from among applicants who have appeared before the Board of Civil Service Commissioners of the City, have satisfactorily completed the prescribed examination and have been recommended for employment or promotion by the aforementioned Board.

Except as otherwise prescribed herein, all persons regularly employed in a position permanently authorized by the City on the effective date of this Section or any amendment to this Section are confirmed in office, rank or employment as members of the Civil Service.

Sec. 2-44 - Probationary periods.

Neither initial appointment nor promotion to an authorized, permanent position shall be deemed complete until a probationary period of one year has elapsed. A probationer may be reclassified or discharged at any time within the same period of one year by the City Manager. If the employee is not discharged during the probationary period of one year, then his/her employment or promotion shall be deemed complete and the employee shall become a regular employee. However, if an employee is in the process of completing the educational minimum for his/her position, the period of probation may be extended until the employee fulfills this requirement. In the event an employee promoted to a higher classification fails to become a regular employee at the termination of the probationary period, the probationer shall have the option to revert to the position held by him/her prior to such promotion.

Sec. 2-45. - Terms of office; reduction in grade, rank or pay.

Members of the Civil Service shall hold office or employment during good behavior and the satisfactory performance of duties. No member of the Civil Service shall be reduced in grade or rank, nor suffer any loss in pay, except as provided in Sections 2-46 through 2-48, inclusive, of this article.

Sec. 2-46. - Reductions in force; preferred listing for re-employment.

When the number of employees in any department becomes excessive through either re-organization or modification of the work load, the City Manager shall certify this fact to the City Council, who shall cause an investigation to be made. If such investigation confirms the statement of the City Manager, then the City Council shall have the right to terminate the employment of the excess personnel; provided, that the person who stands lowest in rank or classification, shall be the first discharged, and this system of discharge shall continue until the necessary reduction in the number of personnel has been accomplished; and provided, that persons so discharged shall be placed upon a preferred list by the City Manager, and shall be given priority for re-employment. When a vacancy occurs in any

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department it will, if practicable, be filled by the re-employment of a person whose name is carried on the preferred list, beginning with that individual whose priority is established by rank or classification and seniority. The City Manager shall fill all vacancies from the preferred list, so far as practicable. Position on the preferred list shall be determined first by rank or classification and then by seniority within that rank.

Sec. 2-47. - Removals, suspensions, fines and discharges.

No member of Civil Service shall be removed, suspended, fined, discharged or caused to suffer any other prejudicial action, except for cause shown upon written charges of misconduct, or violation of law, ordinances, rules of Civil Service or personnel policies of the City. Charges shall be in letter form and shall state concisely the specific charges against the member. Such punitive action shall be reported to the Board of Civil Service Commissioners as soon as practical after such charge is issued, but not later than seventy-two hours after issuance. As provided below, the member shall be afforded an opportunity to appeal the suspension or other punitive action in writing to the Board of Civil Service Commissioners and to be heard in his/her own defense. Such charges shall be inquired into by and before said Board and a determination will be made as to whether the action of the City Manager was warranted or unwarranted. These requirements do not apply when action set forth in Sections 2-44(probationary period) or 2-46 (reduction in force) of this article is being followed.

Suspension: The City Manager or head of any department may immediately suspend a subordinate for a reasonable period of no more than thirty (30) days. The employee so suspended may appeal in writing to be heard in his/her own defense. The findings and decision of the Board shall be final and shall be certified to the City Manager. If the Board determines that the suspension was unwarranted and without just cause, the member concerned shall be restored to duty immediately and he/she shall be paid any salary and benefits lost as a result of the suspension.

Other Punitive Action. The City Manager may immediately remove, fine, discharge or otherwise discipline a member as permitted by applicable law. The member so disciplined may appeal in writing to be heard in his/her own defense. If the Board determines that the discipline was unwarranted and without just cause, the City Manager may impose within three (3) business days thereafter a lesser form of discipline which the member may also appeal to the Board. In the event that the City Manager has also suspended the member, that suspension shall extend until three (3) business days after the Board makes a final decision upon the first or any subsequent, lessor disciplinary action imposed by the City Manager or until the City Manager shall lift the extended suspension.

Sec. 2-48. - Incompetence, neglect of duty, insubordination, etc.

Any member of the Civil Service who shall be incompetent, neglectful of his/her duty, guilty of insubordination, immorality or drunkenness or who fails to meet his/her just and honorable financial obligations or conducts himself/herself in such manner as to reflect discredit upon his/her fellow employees or the City or both shall be subject to suspension, demotion, or discharge as provided in Section 2-47.

Any employee affected by this article who shall, while on duty, engage in political activity either federal, state, county or city, shall be subject to demotion, suspension or discharge; provided, however, that nothing herein contained shall prevent any employee from voting in any election.

SECTION 5. From and after the effective date of this ordinance Division 3, Article V, Chapter 2 of the Code of Ordinances of the City of Panama City Beach, related to Boards, Commissions, and Committees is created to read as follows:

DIVISION 3. -CIVIL SERVICE BOARD

Sec. 2-222. - Board of Civil Service Commissioners.

(a) *Continuation of present board.* The Board of Civil Service Commissioners for the City, established by Section 12 of Chapter 70-874, Special Laws of Florida, shall continue as presently constituted. The members of the Board of Civil Service Commissioners shall continue to hold office as provided in said Act until their successors have been selected and have taken office pursuant to this section.

(b) *Composition; qualifications and selection of members.* The Board of Civil Service Commissioners shall be composed of five (5) members who shall be qualified electors of the City of Panama City Beach and who shall be selected as follows: one member shall be named and designated by the City Council during the first fifteen (15) days of September of each year; one member shall be named and designated by the employees affected by the provisions of this article during the first fifteen (15) days of September of each year; and one member shall be named and designated during the last fifteen (15) days of September of each even-numbered year by the four (4) members then serving.

(c) *Terms.* The term of office for each member of the Board of Civil Service Commissioners, elected to office as prescribed herein, shall be for two years beginning the first Wednesday in October of the year in which he/she was elected and terminating at midnight or the day preceding the first Wednesday of October of the second year.

(d) *Vacancies.* Whenever vacancies occur in the office of Civil Service Commissioners by death, resignation or otherwise, a successor shall be elected in the same manner as that in which the position was filled originally. Such successor shall be elected to serve for the unexpired term of his/her predecessor in office. Such vacancy shall be filled no more than fifteen (15) days after such vacancy occurs.

(e) *Ineligible persons.* No person who has been convicted of a felony or who is an officer or

employee of the City shall be eligible to hold office as a Commissioner of Civil Service.

(f) *Compensation.* Each Civil Service Commissioner named under this section as provided herein shall receive as compensation for his/her services the sum of one hundred twenty dollars (\$120.00) per annum.

(g) *Staff.* The City shall secure such legal counselors, clerks, and stenographers, including a full-time secretary, as may be required to assist the Board of Civil Service Commissioners.

(h) *Funding.* The City Council shall budget and appropriate a sum sufficient to properly organize and maintain the Civil Service Department as herein delineated and shall appropriate a sum of money each year sufficient to carry out the purposes of this article.

(i) *Chairperson.* Immediately after the election of the Board of Civil Service Commissioners as prescribed in this section, the Board shall organize itself by electing one of its members chairperson, to hold such office at the pleasure of the majority of the Board membership.

(j) *Meetings.* The Board of Civil Service Commissioners shall meet monthly to conduct such business as may properly be brought before the Board and shall be subject to call by the chairperson for such additional meetings as circumstances require. All hearings on all charges under Section 2-54 of this article shall be open, unless the employee against whom the charges are pending submits in advance of that hearing a written petition to the Board of Civil Service Commissioners for a private hearing and the legal basis therefor, and the Board finds good cause established under Florida law to permit the private hearing and grants such request.

(k) *Record.* A record of all business conducted by the Board of Civil Service Commissioners shall be maintained by the secretary of the Civil Service Board. This record shall be available, upon request, to the members of the City Council and otherwise as required by law.

(l) *Powers.* The Board shall hear and determine appeals from prejudicial employment actions of Civil Service members, and perform any other acts directed by the City Council related to the City's Civil Service System. When inquiring into charges and hearing appeal by and before the Board of Civil Service Commissioners, each member thereof shall have the power to administer oaths, and the Board is authorized to compel by subpoena the attendance and testimony of witnesses and the production of books, papers and other data relevant to such inquiry or hearing.

Sec. 2-223. - Promulgation of rules.

The Board shall adopt rules for the practice and procedure for discharge of its duties, including the time for seeking an appeal of any disciplinary action and the conduct of hearings before it, which shall have the force and effect of law. The Board shall make investigations, both as to the individuals and as to the departments, in carrying out the enforcement of Section 2-222 and the rules adopted hereunder. The exceptions set forth in Section 2-43 of the City's Code of Ordinances shall apply with equal force to this section.

SECTION 6. If approved by referendum as provided in this Ordinance,

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AGENDA ITEM # 2

the appropriate officers and agents of the City are authorized and directed to codify, include and publish the provisions of this Ordinance within the Panama City Beach Charter.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 8. This Ordinance shall take effect immediately upon passage, but the amendment proposed hereby shall become effective immediately upon approval by a majority of the electors of the City voting in the next general election or special election called for such purpose; and if the electors shall not approve the amendment proposed by this Ordinance at such referendum, or should no referendum be held within one (1) year from the passage of this Ordinance, then the proposal not approved shall be void and of no force and effect.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2019.

MAYOR

ATTEST:

CITY CLERK

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AGENDA ITEM # _____

2

EXAMINED AND APPROVED by me this _____ day of _____, 2019.

MAYOR

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

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

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
JANUARY 10, 2019

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION CALLING FOR REFERENDUM ON A CHARTER AMENDMENT, AND SETTING BALLOT LANGUAGE FOR THAT AMENDMENT

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

ON DECEMBER 13, THE COUNCIL APPROVED FIRST READING OF ORDINANCE 1482 PROPOSING AN AMENDMENT TO THE CITY'S CHARTER RELATED TO THE CIVIL SERVICE SYSTEM. THAT ORDINANCE IS NOT EFFECTIVE UNTIL APPROVED BY THE COUNCIL ON SECOND READING AND APPROVED BY A MAJORITY OF ELECTORS VOTING AT A REFERENDUM ON THE AMENDMENT PRESENTED. THE MUNICIPAL SUPER TUESDAY ELECTION IS SCHEDULED FOR APRIL 16, 2019, AND STAFF HAS PREPARED A RESOLUTION CALLING FOR THE CITY'S REFERENDUM ON ITS CHARTER AMENDMENT TO BE HELD IN CONJUNCTION WITH THAT ELECTION.

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

IF ORDINANCE 1482 IS APPROVED ON SECOND READING, STAFF RECOMMENDS APPROVAL AND IMMEDIATE TRANSMITTAL OF THE APPROVED RESOLUTION TO THE SUPERVISOR OF ELECTIONS.

RESOLUTION 19-39

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, CALLING FOR A REFERENDUM ON THE FOLLOWING QUESTION CAPTIONED: "REPEALING THE CURRENT CIVIL SERVICE SYSTEM"; SETTING THE DATE OF THE REFERENDUM TO BE APRIL 16, 2019, AND PROVIDING FOR NOTICE THEREOF; ESTABLISHING THE BALLOT TITLE AND QUESTION FOR THE REFERENDUM; AUTHORIZING THE CITY MANAGER TO MAKE SUCH CORRECTIONS AND AMENDMENTS AS MAY BE NECESSARY TO ACCOMPLISH THE PURPOSES OF THIS RESOLUTION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida, that the referendum shall be held on April 16, 2019, on the following question:

QUESTION ONE

TITLE: REPEALING THE CURRENT CIVIL SERVICE SYSTEM

QUESTION: WHETHER TO REPEAL THE EXISTING CIVIL SERVICE SYSTEM AND CONCURRENTLY RE-ESTABLISH IT IN THE CITY'S CODE OF ORDINANCES. CURRENTLY, ALL PERMANENT EMPLOYEES ARE HIRED AND PROMOTED BY A CIVIL SERVICE BOARD. IF THE CHARTER AMENDMENT IS APPROVED, CITY STAFF COULD EXPEDITIOUSLY HIRE AND PROMOTE PERMANENT EMPLOYEES ACCORDING TO ORDINANCES, POLICIES AND RULES ADOPTED BY THE COUNCIL. THE CIVIL SERVICE BOARD WOULD CONTINUE TO HEAR DISCIPLINARY APPEALS.

AGENDA ITEM # 2 ✓

YES-FOR APPROVAL _____

NO-FOR REJECTION _____

BE IT FURTHER RESOLVED that notice of the referendum shall be given by publication of notice in substantially the form of the foregoing questions once in the week of March 11, 2019, and once in the week of March 25, 2019, in the Panama City News Herald, a newspaper of general circulation in Bay County Florida, and by the posting of said notice on the City's website www.pcbgov.com during the months of March and April, 2019.

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

THIS RESOLUTION shall become effective immediately upon passage.

PASSED, APPROVED, AND ADOPTED in regular session this _____ day of _____, 2019.

CITY OF PANAMA CITY BEACH, FLORIDA

By _____
MIKE THOMAS, MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM #

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

LEGAL

2. MEETING DATE:

JANUARY 10, 2019

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1484 PERMANENTLY ESTABLISHING THE LIMITATIONS ON LOW SPEED VEHICLE RENTALS WITHIN THE CITY

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

ON FEBRUARY 23, 2017, THE COUNCIL ADOPTED ORDINANCE 1398, WHICH AMONG OTHER THINGS, LIMITED THE NUMBER OF LOW SPEED VEHICLES RENTED IN THE CITY TO 300. SECTION 22-105.5, WHICH MEMORIALIZED THIS LIMITATION, IS SCHEDULED TO SUNSET IN FEBRUARY 2019 UNLESS THE COUNCIL TAKES AFFIRMATIVE ACTION TO EXTEND IT. IF NO ACTION IS TAKEN, THE LIMITATION WILL EXPIRE AUTOMATICALLY ON FEBRUARY 23, 2019. NO OTHER PROVISIONS OF ORDINANCE 1398 ARE SUBJECT TO THE SUNSET.

ON NOVEMBER 8, 2018, THE COUNCIL DIRECTED STAFF TO PREPARE AN ORDINANCE WHICH MAKES THE LIMITATIONS ON LOW SPEED VEHICLES PERMANENT. ORDINANCE 1484 MEMORIALIZES THOSE LIMITATIONS AND CLARIFIES THE BUSINESSES ENTITLED TO RECEIVE MEDALLIONS FOR RENTAL OF LOW SPEED VEHICLES.

THE CITY APPROVED FIRST READING OF THE ORDINANCE ON DECEMBER 13, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON DECEMBER 28, 2018. IF ADOPTED, THE ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

AGENDA ITEM # 4

ORDINANCE 1484

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE REGULATION OF AMUSEMENT VEHICLES; LIMITING THE NUMBER OF LOW SPEED VEHICLES RENTED IN THE CITY AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 23, 2016, the Council adopted Ordinance 1388, establishing a 6 month moratorium, which was extended by adoption of Resolution 16-82 and Ordinance 1399 until March 1, 2017 on the issuance of development orders and permits and on the processing of applications concerning motor vehicle sales, rental or service facilities on Front Beach Road or on a City road with a posted speed limit of 45 mph or less that connects directly to Front Beach Road, or permits relates to the establishment, change of use, expansion or altering of buildings or parking areas on property throughout the City on which low speed vehicles are offered or intended to be offered for rental; and

WHEREAS, after careful consideration of the analysis by City staff, testimony from the Chief of Police, City Manager, industry representatives, members of the City Council, and the public, the City adopted Ordinance 1398 on February 23, 2017; and

WHEREAS, Ordinance 1398, among other things, limited the number of low speed vehicles available for rent in the City to 300 with a provision to remove this limit two years after passage; and

WHEREAS, now, as then, the City Council finds that rented low-speed vehicles are amusements intended to fill the gap created by the reduction of rented motor scooters, as such low-speed vehicles are primarily made available for rent by the same businesses whose ability to rent motor scooters has been limited by Ordinance 1351-L; and

WHEREAS, now, as then, the City finds that the rented low-speed vehicles are **frequently** rented to persons who drive traditional motor vehicles to the City or adjacent unincorporated areas of Bay County, and thereafter rent the low-speed vehicles upon their arrival to town as an amusement to enjoy the sights and sounds of Front Beach Road rather than as a means of transportation around and throughout the community (since their operation in fact is limited to Front Beach Road and adjacent neighborhood roads with a posted speed limit of 35mph or less); and

WHEREAS, although low speed vehicles are safer, due to being stabilized by four wheels, many rental operators become so enthralled with the entertainment of the ride, and interacting with their fellow passengers, that they fail to heed to rules of the road and forget they are operating a motor vehicle. This increased distraction makes low speed vehicles more susceptible to violations of the Uniform Traffic Code and thus requires increased enforcement by the City Police Department; and

WHEREAS, the City Police Department is without adequate resources to monitor and enforce the Uniform Traffic Code as the number of low speed vehicles increase throughout the City. The Chief of Police reported to the City Council that his department is able to effectively enforce the current regulations on the low speed vehicle market; and

WHEREAS, the Council finds that due to their lower top speed of 25 miles per hour, low speed vehicles increase congestion by slowing other vehicles behind them. As the number of low speed vehicles increase, congestion increases on the City's already crowded roads; and

WHEREAS, the Council finds that it must prevent increased congestion on its already failing roads by limiting the amount of low speed vehicles rented throughout the City and desired to make the cap on available low speed vehicles permanent; and

WHEREAS, limiting the amount of low speed vehicles will allow the City to better police the action of all travelers upon its roads; and

WHEREAS, limiting the number of low speed vehicles available shall encourage responsibility by the vehicle owners to maintain each vehicle and ensure that renters are properly educated on safe methods of operation; and

WHEREAS, the City finds that allowing 300 low speed vehicles to be available for rent allows the industry to meet the demand of the its customers while also preventing undue hardship on the City's roads, infrastructure and Police Department; and

WHEREAS, the City finds that, due to the limited number of low speed vehicles that will be permitted to be rented in the City, no single business, owner, or principal should be allowed to monopolize the industry through the purchase of all, or substantially all, of the available rental medallions. Monopolization stifles competition, innovation, and consumer choice. In order to avoid monopolization and promote competition, innovation, and consumer choice, the City finds that no single business, owner, or principal should be granted more than 1/6 of the available rental medallions; and

WHEREAS, the City otherwise finds that Ordinance 1398 was successful in its goals and should be continued.

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, Chapter 22 of the Code of Ordinances of the City of Panama City Beach related to Traffic and Motor Vehicles, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 22-105.5. – Limitation on number of Low Speed Vehicles to be rented in the City.

(a) The ~~total~~ number of ~~l~~low speed vehicles available for rental in the City shall not exceed 300.

(b) **Except as otherwise provided herein, only Low Speed Vehicle Rental Businesses, or their lawful successor(s) under §§ 22-105.5(e) or affiliated entities under 22-105.5(c), may offer low speed vehicles for rent in the City. On the effective date of this Ordinance, Low Speed Vehicle Rental Businesses shall be limited to offering for rental in the City the number of Low speed vehicles such business had registered with the City for rental on May 12, 2016, or such higher numbers as are registered pursuant to section 22-105.5(e). For purposes of this Ordinance, "Low Speed Vehicle Rental Business" shall mean those unique and unaffiliated businesses lawfully engaging in the rental of registered low speed vehicles in February 2017, more specifically the following named entities:**

- (1) Classy Cycles, dba California Cycles/Outlaw Cycles
- (2) Classic Rentals, Inc.
- (3) MOT Dead Sea, Inc., dba King of Scooters
- (4) The Hangout by the Sea
- (5) Sara's Rentals, Inc.
- (6) Bike the Beach PCB

(c) Each Low Speed Vehicle Business delineated in section (b) shall may apply for and be granted up to 50 ~~l~~low speed vehicle medallions in accordance with procedures of section 22-105 of this chapter and as designated by the Chief of Police. **The number of low speed vehicles offered for rent in the City by a Low Speed Vehicle Rental Business shall not exceed the number of medallions possessed by that business. Businesses sharing a common owner or principal with a Low Speed Vehicle Rental Business, herein "affiliated entities," shall, with both entities written consent, also be entitled to apply for medallions from the City and offer low speed vehicles for rent in the City by applying to the City with proof of such affiliation, and consent, and receiving approval by the City. The total number of low speed vehicles offered for rent in the City by a Low Speed Vehicle Rental Business and its affiliated entities shall not exceed 50.**

(d) The City shall prepare and issue for each Low Speed Vehicle Rental Business an appropriate number of medallions unique to that business, and ~~e~~Each Low speed vehicle available for rent ~~at~~ by a Low Speed Vehicle Rental Business must have one of those medallions affixed to it. Failure to register a low speed vehicle pursuant to Section 22-105 will result in the loss

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AGENDA ITEM # 4

of medallions to which a Low Speed Vehicle Rental Business may be entitled, though such businesses shall be permitted to obtain medallions pursuant to section (e) herein.

(e) Once issued, ~~L~~ow speed vehicle medallions may only be transferred by a ~~Low Speed Vehicle Rental Business~~ to another person or entity under the following conditions:

(1) when all, but no less than all, of the issued medallions unique to ~~the~~ an existing business are conveyed to a third party, in conjunction with a the sale of the existing business to that same third party. Any rights to unissued medallions of the existing business shall not survive any sale pursuant to this section; and

(2) if any real property interests are being conveyed by an existing business to a third party as part of the transaction contemplated above in order for such third party to carry on the rental of low speed vehicles at a certain location, the use and structures on the real property conveyed conform to the standards for Low Speed Vehicle Rental Businesses set forth in Section 5.04.07 of the City's Land Development Code. The third party to whom a low speed vehicle rental business is transferred shall enjoy no grandfathering from the requirements of Section 5.04.07 of the City's Land Development Code.

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

SECTION 3. CODIFICATION. 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 of Ordinances and the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following each such publication, each codification of this Ordinance shall become the final and official record of the matters herein ordained and there codified. 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. EFFECTIVE DATE. 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2019.

MAYOR

Published in the _____ on the ____ day of _____, 2018 and on the ____ day of _____, 2019.

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

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

2. MEETING DATE:

Building and Planning Department

1/10/2019

3. REQUESTED MOTION/ACTION:

Approve the second reading of the ordinance 1485 regarding changes to the parking standards for multi-family dwellings (non-fbo-1) and condominiums as well as single and multi-family dwellings in an FBO-1 district.

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 Council and Planning Board requested staff to review the parking regulations for the uses stated above and make any recommendations. Staff recommends increasing the parking requirement for the identified uses as a result of some under-parking that has occurred at some sites. The Planning Board considered the proposed changes at their October 8, 2018 meeting and recommended approval (6-0).

The City approved first reading of the Ordinance on December 20, 2018. Notice of the public hearing was advertised on December 26, 2018. If adopted, the Ordinance shall take effect immediately.

ORDINANCE NO. 1485

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO PARKING SPACE REQUIREMENTS; AMENDING TABLE 4.05.02A TO INCREASE THE MINIMUM NUMBER OF SPACES REQUIRED FOR SINGLE FAMILY DWELLINGS IN FBO-1, AND MULTI-FAMILY DWELLINGS AND CONDOMINIUMS CITYWIDE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.05.02 of the Land Development Code of the City of Panama City Beach related to Procedures after Completeness Determination, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

4.05.02 Parking Space Requirements

...

A. Table 4.05.02.A: Parking Space Requirements

Type of Use or activity	Minimum Number of Spaces
Airports (commercial and general aviation)	1 per 100 s.f. of waiting room floor area.
Amusements and amusement parks	See supplemental standards.

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Type of Use or activity	Minimum Number of Spaces
Animal hospitals and Kennels	2 per 250 s.f. of floor area for those properties located within 500 feet of Front Beach Rd., Thomas Dr. or S. Thomas Dr. Elsewhere, 3.33 per 1,000 s.f. of floor area.
Assembly places (churches and places of worship, funeral homes, schools, theaters, auditoriums, Arenas, Civic Centers and facilities with an auditorium, sanctuary or gathering place, whether fixed seats or open area)	1 per 5 seats.
Automotive facilities, Service Stations , repair facilities, body shops and similar Uses	2 spaces plus 4 spaces per service bay in addition to spaces required for retail space.
Automotive and Vehicles sales	1 per 3,000 s.f. of open or enclosed sales area, plus 4 per 1,000 s.f. of floor area devoted to repair.
Clubs and lodges (including fraternities, sororities and other social or civic membership organizations)	1 per 5 seats in the largest assembly area.
Commercial activities (Retail Sales , retail business and business Uses not otherwise specified)	3.33 per 1,000 s.f. of g.l.a.
Convenience store	4 per 1,000 s.f. of g.l.a.
Day-care, child care, private schools	1 per staff member plus 1 space per 5 children based on maximum occupancy, including drop-off guests.
Eating, drinking or entertainment establishments	1 per 4 seats <u>or</u> 1 per 60 s.f. of floor area devoted to assembly, whichever results in the greater number of spaces, plus 1 per 5 employees on the largest shift.
Group lodging, including Nursing Homes , rest homes, convalescent homes, dormitories, rooming houses, boarding houses, assisted care facilities and other similar short-term lodging with or without care	1 per 2 beds.
Hospitals and other medical facilities providing overnight accommodations	1 per patient bed.

Type of Use or activity	Minimum Number of Spaces
Hotels, motels and other similar lodging and accommodations establishments, <u>without</u> restaurants, lounges, gift shops or convention or meeting rooms	1 per guest room, plus 1 per 3 employees on the largest shift.
Hotels, motels, apartment hotels and other similar lodging and accommodations establishments, <u>with</u> restaurants, lounges, gift shops or convention or meeting rooms	1.3 per guest room, plus 1 per 3 employees on the largest shift.
Libraries and museums	2 per 250 s.f. of floor area devoted to assembly.
Low Speed Vehicle , motorcycle, and paddle boat rentals	1 per employee on the largest shift, plus 1 per 2 rental Vehicles .
M-1 Uses , <u>with</u> associated Retail Sales or retail services	1 per 400 s.f. of floor area, plus 3.33 per 1,000 s.f. of g.l.a for retail or services.
M-1 Uses , <u>without</u> associated Retail Sales or retail services	1 per 400 s.f. of floor area.
Mini-warehouse facilities	4 per 5,000 sq.ft. of gross office/retail floor area.
Motorcycle and paddle boat rentals	1 per employee on the largest shift, plus 1 per 2 rental Vehicles .
Multi-family Dwellings (non-FBO-1) and condominiums, excluding hotels and motels.	1.5 <u>1.7</u> spaces per unit.
Offices, including medical and dental offices, clinics, government offices and office Buildings	3.33 per 1,000 s.f. of floor area.
Professional or Personal Service establishments and medical or dental offices or office Buildings	3.33 per 1,000 s.f. of floor area.
Recreational clubs (includes country clubs, golf clubs, tennis and racquet clubs, Health Clubs , gun clubs and other facilities providing outdoor sporting or Recreational activities)	3.33 per 1,000 s.f. of floor area.
Shopping Centers	3.33 per 1,000 s.f. of floor area.
Single Family Dwellings (non FBO-1)	2 per unit.

Type of Use or activity	Minimum Number of Spaces
Single Family and Multi-family Dwellings in an FBO-1	1.5 spaces per 1,500 <u>1,000</u> s.f. of floor area

Notes: s.f. = square feet. g.l.a. = gross leasable area

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

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

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

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

MAYOR

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AGENDA ITEM # 5

ATTEST:

CITY CLERK

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

MAYOR

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

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

REGULAR ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING/LEGAL

2. MEETING DATE:
JANUARY 10, 2019

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1486 AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO THE APPEAL OF A VARIANCE DECISION OF THE PLANNING BOARD

4. AGENDA

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

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

ON OCTOBER 25, 2018, COUNCIL CONSIDERED FIRST READING OF ORDINANCE 1476, WHICH PROVIDED FOR BOTH THE PLANNING BOARD AND COUNCIL'S CONSIDERATION OF EVERY VARIANCE REQUEST. THE PLANNING BOARD CONSIDERED ORDINANCE 1476 AT ITS NOVEMBER 14 MEETING AND TABLED THE ITEM. AT THE COUNCIL'S NOVEMBER 26, 2018 WORKSHOP WITH THE PLANNING BOARD, STAFF WAS DIRECTED TO WITHDRAW ORDINANCE 1476 AND PREPARE A NEW ORDINANCE TO KEEP THE VARIANCE PROCESS INTACT BUT TO SET FORTH A PROCESS FOR ANY MEMBER OF THE CITY COUNCIL TO APPEAL A VARIANCE DECISION OF THE PLANNING BOARD. THE ATTACHED ORDINANCE 1486 AMENDS THE LDC TO MEMORIALIZE THE PROCESS DISCUSSED AT THAT JOINT WORKSHOP.

ORDINANCE 1486 WAS CONSIDERED AND RECOMMENDED FOR APPROVAL BY THE PLANNING BOARD ON DECEMBER 12.

THE CITY APPROVED FIRST READING OF THIS ORDINANCE ON DECEMBER 20, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON DECEMBER 26, 2018. IF ADOPTED, THE ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

ORDINANCE NO. 1486

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO VARIANCES; CLARIFYING THE OFFICERS OF THE CITY WHO MAY APPEAL A VARIANCE DECISION OF THE PLANNING BOARD; MODIFYING THE TIME ALLOWED TO APPEAL A VARIANCE DECISION OF THE PLANNING BOARD; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 10.11.02 of the Land Development Code of the City of Panama City Beach related to Procedures after Completeness Determination, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

10.11.02 Procedures after Completeness Determination

- A. Within thirty (30) days of the **Building** and Planning Department's determination that the application is complete, the Department shall schedule a public hearing on the application before the Planning Board.
- B. The **Building** and Planning Department shall prepare a written report to the Planning Board regarding the Department's analysis of the pending application. The report shall be available to the applicant and the general public no less than five (5) days prior to the Planning Board's public hearing on the application.
- C. The Planning Board shall conduct a quasi-judicial hearing on the application.
- D. At the conclusion of the quasi-judicial hearing or within 30 days thereafter, the Planning Board's decision shall be reduced to a proposed, written order containing conclusions of applicable law, findings of relevant fact and signed by the chairman or vice-chairman and attested by the Board's secretary.

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AGENDA ITEM # 6

- E. Notice of the proposed order shall be mailed or hand-delivered to the applicant, the City Manager, the Mayor, each member of the City Council, and any person who shall have requested a copy during or at the conclusion of the public hearing. A sign-up sheet for such notice requests shall be provided and announced at the public hearing. Such notice shall include a copy of the proposed order, a description of the persons entitled to appeal and a statement of the appeal procedures set forth in this section.
- F. Within ~~ten (10)~~ fifteen (15) days after mailing or hand delivery of the notice of proposed order, ~~the City~~ the City Manager, the Mayor, any member of the City Council, the applicant, or an **Adversely Affected Person** who appeared at the hearing shall be entitled to file with the secretary of the Planning Board a written request for a rehearing before the City Council. Except for a request by the Mayor or member of the City Council, the written request for a rehearing shall identify the specific grounds for such request. Any amendments to the written request for a rehearing may be made no less than ten (10) days prior to the City Council's public hearing on the application.
- (Ord. # 1328, 2/12/15)
- G. If no such request is timely filed, the Planning Board's proposed order shall become final and the City Council shall have no jurisdiction in the matter.
- H. If such a request is timely filed, the Planning Board's proposed order shall be superseded by the City Council's final action on the request pursuant to section 10.17.00.

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

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

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

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AGENDA ITEM # 6

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

2. MEETING DATE:

Building and Planning Department

1/10/2019

3. REQUESTED MOTION/ACTION:

Approve and consider second reading of the Ordinance 1487 for the annual update to the Capital Improvements Schedule of the Comprehensive Plan.

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)

Attached is the annual update to the City's Capital Improvements Schedule as required by the State. The Capital Improvements Schedule is required to show only those projects necessary to maintain the adopted levels of service established in the City's Comprehensive Plan. The Capital Improvements Schedule is no longer sent to the State Department of Economic Opportunity for review but is adopted by approval of a local ordinance.

The Planning Board considered this item at their November 14, 2018 meeting as well as their December 12, 2018 meeting. The Board recommended approval (6-0).

The City approved first reading of the ordinance on December 20, 2018. Notice of the public hearing was advertised December 26, 2018. If adopted, the ordinance shall take effect as provided by law.

ORDINANCE NO. 1487

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE 2009 AMENDED AND RESTATED CITY OF PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN; AMENDING THE CAPITAL IMPROVEMENT ELEMENT TO UPDATE THE SCHEDULE OF CAPITAL IMPROVEMENTS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the Panama City Beach Council adopted the 2009 Amended and Restated City of Panama City Beach Comprehensive Growth and Development Plan (the Comprehensive Plan) on December 10, 2009, by Ordinance No. 1143; and

WHEREAS, the City has prepared the annual update to the Capital Improvement schedule, and desires to amend the Capital Improvement Element of said Comprehensive Plan by ordinance to comply with the provisions of Section 163.3177(3)(b), Florida Statutes; and

WHEREAS, the Panama City Beach Planning Board reviewed the amendment request on November 12, 2018, and recommended approval; and

WHEREAS, on January 10, 2019, the City Council conducted a properly noticed hearing to consider the updates to the schedule of Capital Improvements, and adopted this Ordinance during that hearing.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY

Ordinance No. 1487
Page 1 of 3

AGENDA ITEM # 7

OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The attached Capital Improvements Schedule for planning improvements within the years 2019 through 2024 is hereby adopted.

SEE ATTACHED COMPOSITE EXHIBIT A SETTING FORTH THE UPDATED CAPITAL IMPROVEMENTS SCHEDULE

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

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ of _____, 2019.

Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

PUBLISHED in the Panama City News Herald on the ____ day of

Ordinance No. 1487
Page 2 of 3

AGENDA ITEM # 7

_____, 2018.

POSTED AT www.pcbgov.com on _____

Jo Smith, City Clerk

CAPITAL IMPROVEMENTS SCHEDULE

City of Panama City Beach FY 18/19

Traffic Circulation		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	21-22	22-23
1.	Clarence Av. Road Widening with sidewalks. Improve various street surfaces and shoulders	Gas Tax	on-going		\$500,000			
2.	Alf Coleman Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$26,000,000 total cost \$7,400,000 spent to date					
3.	N. Thomas Drive -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$990,000 spent to date \$31,000,000 total cost					
4.	Hill Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$160,900 spent to date \$16,500,000 total cost					
5.	Powell Adams Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA Prop. Share	Seg. I Completed \$3,000,000 \$6,000,000 total cost for Seg. II					

Exhibit A
 AGENDA ITEM # 7

Traffic Circulation		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	21-22	22-23
6.	S. Thomas Drive -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Construction completed in '13 \$14,230,000 total cost					
7.	Clara Avenue -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$124,000 spent to date \$22,000,000 total cost					
8.	Front Beach Road Segment 1 (S. Thomas to N. Thomas Drive) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA Part of South Thomas Dr. project. See project #7.	Construction completed in '13 \$11,130,000 total cost					
9.	Front Beach Road Segment 2 (Jackson Blvd. to S. Thomas) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Spent to date \$9,500,000	\$5,400,000				

Traffic Circulation		Funding Source	Current Status	FY 16-18	FY 19-21	FY 22-24	2025	2026
10.	Front Beach Road Segment 3 (State Road 79 to Lullwater Dr) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA FDOT Prop. Share	Design Const. and Util. CE&I and Post Design \$630,000 Spent to date. \$14,000,000 total cost.	\$1,250,000	\$7,750,000	\$8,000,000	\$7,695,000	
11.	S. Arnold Road (SR 79) -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA TRIP funding FDOT FDOT 5-Year Work Program	TRIP funding granted for PDE \$1,185,013 spent to date \$15,000,000 total cost	Project Constructed in Conjunction with Segment 3				
12.	Front Beach Road Segment 4.1 (Lullwater Dr. to Hill Rd.) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way, construct.	\$50,000	\$760,000	\$760,000	\$6,227,000	\$10,342,525
13.	Front Beach Road Segment 4.2 (Hill Rd. to Hutchison Blvd.) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way, construct.					\$1,000,000

Traffic Circulation		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
14.	Front Beach Road Segment 4.3 (Hutchison Blvd. to R Jackson) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way, construct.					\$100,000
15.	Cobb Road -ped/bic. improvements -landscaping -streetscaping	FBR-CRA	No activity to date \$13,000,000 total cost					
16.	Nautilus Street -landscaping -streetscaping	FBR-CRA	\$15,000,000 total cost					
17.	North Thomas Drive Parking Lot	FBR-CRA Prop. Share	\$5,250,000 spent Parking lot stabilized					
18.	Multimodal Center West	FBR-CRA	No Activity to date					
19.	Power-Line Road (Parkway Bypass, Back Back Beach Rd.) -US 98 to SR 79, Loop Road -SR 79 to Colony Club	TBD	Construction Complete \$7,200,000 \$3,600,000 \$800,000					
20.	Hutchison Blvd. @Clara	FDOT 5-Year Work Program	Traffic Signal	\$914,844				
21.	PCB Parkway (Mandy Lane to Thomas Dr.)	FDOT 5-Year Work Program	Preliminary Design PD&E Study	\$2,553,406				Ongoing \$5,000,000
22.	ITS Improvements	FDOT 5-Year Work Program		\$450,000	\$450,000	\$450,000	\$500,000	Ongoing \$500,000

Traffic Circulation		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
23.	West Bay Parkway from Walton County to SR 79 (needed to meet future demand)	FDOT 5-Year Work Program	PD&E Study	\$1,435				Ongoing

Recreation & Open Space		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
24.	Multi Use Path/Trail From East Side of Trieste Subdiv. Breakfast Point Subdivision	City Matching Funds & Sun Trail Grant	Design Complete \$108,464 City	\$904,716 Grant \$133,315 City				
Schools								
25.	See Note #2 at end of report.	School Board						
Potable Water, Wastewater, and Reuse		Funding Source	Current Status	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
Potable Water								
26.	GRA Segment 2 Water Main Relocations	Utility	\$493,289 Balance to Finish	\$41,873				
27.	Bid-A-Wee Ph 1 Water Main Replacements	Utility	\$777,269 Balance to Finish	\$777,269				
28.	Bid-A-Wee Ph 2 Water Main Replacements	Utility	\$345,000 Balance to Finish			\$345,000		
29.	CRA SR 79 Water Main Relocations & Reclaimed	Utility	\$832,500 Balance to Finish		\$400,000	\$432,500		
30.	Bay Parkway to Nautilus Water Main	Utility	\$688,800 Total Cost	\$500,000	\$188,800			
Wastewater and Reuse								
31.	Waste / Reclaimed System extensions / loops	Utility	\$1,610,000 Balance to Finish	\$200,000	\$200,000	\$200,000	\$300,000	\$310,000

Potable Water, Wastewater, and Reuse		Funding Source	Current Status	FY 16-17	FY 18-20	FY 2021	FY 2022	FY 2023
32.	New Wastewater Treatment site 40 Acres and new facility.	Utility	\$49,915,000 Total cost	\$900,000			\$750,000	\$48,265,000
33.	CRA SR 79 Sewer Main Relocation & Reclaimed Mains	Utility	\$1,021,200 Total Cost		\$650,000	\$371,200		
34.	Bay Parkway to Nautilus Forcemain and Reclaimed Mains	Utility	\$2,632,000 Total cost	\$1,500,000	\$1,320,000			
35.	Lift Station #73 Cobb Rd. Replacement	Utility	\$1,767,500 Total Cost	\$100,000	\$900,000	\$767,500		
36.	SR 79 Reclaimed Transmission Main	Utility	\$2,442,000 Total cost	\$500,000	\$1,942,000			
37.	CRA Segment 2 Sewer Main Relocations	Utility	\$694,785 Finish 2018					
38.	Alf Coleman Force Main Project		\$729,754.00 Balance to Finish	\$400,000	\$329,754			
Summary								
39.	Stormwater Improvements	Stormwater Utility Assessments		\$2,100,000	\$300,000	\$240,000	\$1,800,000	\$578,500
Prop. Share Projects								
1.	US 98 Int. w/ Hill Rd. and US 98 Int. w/ Clara Avenue (needed to meet future demand)	Seahaven Prop. Share	\$300,000 based on trip triggers					
2.	US 98-Hill Rd. 6-laning (needed to meet future demand)	Seahaven Prop. Share	\$1,350,000 (trip triggers)					
3.	US 98-Clara Ave. 6-laning (needed to meet future demand)	Seahaven Prop. Share	\$1,350,000 (trip triggers)					
4.	PD&E for US 98 from SR 79 to Thomas Drive flyover (needed to meet future demand)	Seahaven Prop. Share	\$2,000,000 (trip triggers)					

AGENDA ITEM #

7

Prop. Share Projects		Funding Source	Current Status					
5.	ITS for US 98 from Phillips Inlet to Thomas Dr. flyover (needed to meet future demand)	Seahaven Prop. Share	\$1,000,000 (trip triggers)					
6.	Hill Rd. Improvements (needed to meet future demand)	Seahaven Prop. Share	\$938,766 (trip triggers)					

Notes

1. The City of Panama City Beach hereby adopts by reference the most current 5-year Schedule of Improvements as adopted by the FDOT, District 3 and the Bay County TPO.
2. The City of Panama City Beach hereby adopts by reference the Bay County School District's 2018-2019 Work Plan.
3. The FBR-GRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 18/19 is approximately \$11,000,000.
4. The City of Panama City Beach will coordinate with the most current Water Supply Plan as formally adopted by the Northwest Florida Water Management District.

AGENDA ITEM # _____

7

REGULAR ITEM

8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CODE ENFORCEMENT/LEGAL

2. MEETING DATE:
JANUARY 10, 2019

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1488 REVISING THE PROCESS FOR APPEALS AND PAYMENT OF CIVIL PENALTIES ISSUED PURSUANT TO CHAPTER 25 OF THE CITY'S CODE

4. AGENDA

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

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

FOR SEVERAL YEARS, ADMINISTRATION OF THE CITY'S CODE ENFORCEMENT CITATION SYSTEM HAS BEEN HANDLED THROUGH AN AGREEMENT WITH THE BAY COUNTY CLERK OF THE COURT. THIS PRIMARILY INVOLVES HANDLING APPEALS OF CIVIL CITATIONS, ACCEPTING PAYMENT OF CIVIL PENALTIES, AND PROVIDING SATISFACTION OF LIENS.

BEGINNING IN 2019, THE CLERK'S OFFICE WILL NO LONGER OFFER THESE SERVICES TO MUNICIPALITIES. STAFF HAS MET WITH CLERK'S OFFICE AND DEVELOPED A PLAN TO ASSUME THESE RESPONSIBILITIES WITHIN THE CITY CLERK'S OFFICE AND THE CODE ENFORCEMENT DEPARTMENT.

ORDINANCE 1488 AMENDS CHAPTER 25 TO CODIFY THIS ASSUMPTION OF SERVICES BY THE CITY CLERK OR HIS OR HER DESIGNEE.

THE CITY APPROVED FIRST READING OF THE ORDINANCE ON DECEMBER 20, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON DECEMBER 28, 2018. IF ADOPTED, THE ORDINANCE SHALL TAKE EFFECT IMMEDIATELY.

ORDINANCE 1488

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO CODE ENFORCEMENT PROCEDURE; REVISING THE PROCESS FOR APPEALS AND PAYMENTS OF CIVIL PENALTIES ISSUED PURSUANT TO CHAPTER 25 OF THE CITY'S CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 25-17 of the Code of Ordinances of the City of Panama City Beach related to Nuisances, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 25-17. - Code Enforcement Procedure.

(a) For the purposes of this chapter, a "Code Inspector" is defined to be any agent or employee of the City whose duty it is to assure code compliance.

(b) Code Inspectors shall have the authority to initiate enforcement proceedings as provided below. No Hearing Officer shall have the power to initiate such proceedings.

(c) For the purposes of this chapter, "violators" shall be deemed to be those persons or entities creating or permitting a violation of the ordinances listed in Section 25-37, or those persons or entities owning or possessing land on which a violation of ordinances

listed in Section 25-37 is created or maintained. The City finds and determines that the owner of land has an obligation to know whether conditions created or maintained on that land violates any City ordinance and therefore is deemed to have actual or constructive knowledge of any such violation. The owner of land has a legal duty to determine whether conditions created or maintained on his or her land violate any City ordinance, and to correct such violations.

(d) A Code Inspector who finds a violation of the ordinances of this Code listed in Section 25-37 shall determine a reasonable time period within which the violator must correct the violation provided that such time period shall be no more than thirty (30) days. This determination shall be based on considerations of fairness; practicality; ease of correction; ability to correct; severity of violation; nature, extent and probability of danger or damage to the public; and other relevant factors relating to the reasonableness of the time period prescribed. A time for correction need not be specified if the violation is an uncorrectable violation.

(e) A Code Inspector who finds such a violation shall issue a civil violation notice to the violator, pursuant to Section 25-18.

(f) The civil violation notice shall include but not be limited to the following:

- (1) Date and time of issuance.
- (2) Name of Code Inspector and division or department issuing the notice.
- (3) Name and address of the violator.
- (4) Section number of the Code section that has been violated.
- (5) Brief description of the nature of the violation, including location, date, and time of violation.
- (6) Amount of the civil penalty for which the violator may be liable.

(7) Instructions and due date for paying the civil fine or filing for an administrative hearing before a Hearing Officer to appeal the civil fine.

(8) Time within which the violation must be corrected if applicable.

(9) Notice that each day of continued violation after the time period for correction has run shall be deemed a continuing violation subject to additional penalty in the same amount, without the need for additional notices of violation.

(10) Notice that the filing of a request for an administrative hearing will toll the accrual of continuing violation penalties.

(11) Notice that failure to request an administrative hearing within twenty (20) days, or within the specified time period listed for a violation of a specific section of the Code, after issuance of the civil violation notice shall constitute a waiver of the violator's right to an administrative hearing before the Hearing Officer, and that such waiver shall constitute an admission of violation.

(12) Notice that the violator may be liable for the reasonable costs of the administrative hearing should he be found guilty of the violation.

(13) Notice that if the violator fails to pay civil penalty in the time allowed or fails to appear ~~in court~~ **before the Hearing Officer** to contest the violation, the violator shall be deemed to have waived his right to contest the violation and that, in such case, judgment may be entered against the violator by the Hearing Officer for the amount of the maximum civil penalty.

(g) After issuing a civil violation notice to an alleged violator, the Code Inspector shall promptly deposit the original civil violation notice and one copy of the civil violation notice with the **City Clerk or his or her designee**. ~~Clerk of the Court of Bay County, Florida.~~

(Ord. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03; Ord. No. 1452, § 1, 6-14-2018)

SECTION 2. From and after the effective date of this ordinance, Section 25-31 of the Code of Ordinances of the City of Panama City Beach related to Nuisances, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 25-31. - Civil penalties and related terms construed.

(a) Penalties for violations of the ordinances to be enforced by this chapter shall be in the amount prescribed in the schedule of civil penalties in Section 25-37.

(b) An "uncorrectable violation" is a violation which cannot be remedied after the violation has been committed because the violation constitutes a single prohibited act of a transitory nature rather than an ongoing condition or constant circumstance. Each reoccurrence of an uncorrectable violation shall constitute a separate violation and shall subject the violator to an additional penalty in the same amount as that prescribed for the original violation. If, however, a violator has been once found guilty of an uncorrectable violation and causes the same uncorrectable violation to occur a second time, each reoccurrence of the uncorrectable violation by such violator shall constitute a "repeat violation" as provided in Section 25-31(d).

(c) "Continuing violations" are those violations which remain uncorrected beyond the reasonable time period for correction contained in either the civil violation notice or the final order of the Hearing Officer, whichever is applicable. For each day of continued violation after the time for correction has run, an additional penalty in the same amount as that prescribed for the original violation shall be added. The maximum total fine for any one continuing violation shall not exceed twenty (20) times the original penalty amount.

(d) A "repeat violation" is a recurring violation of an ordinance by a violator who has been found guilty of the same violation within five (5) years prior to the present violation, or who has admitted violating the same provision within five (5) years prior to the present violation, notwithstanding the violations occurred at different locations. In the case of correctable violations, a repeat violation can occur only after correction of the previous violation has been made. For the first repeat violation, the amount of the civil penalty shall be double the amount of penalty prescribed for the original violation by Section 25-37. The amount of civil penalty due for each subsequent repeat violation shall be double the amount of penalty due for the first day of the immediately preceding violation, provided that the maximum penalty payable for the first day of any one (1) repeat violation shall be five hundred dollars (\$500.00). A repeat violation which remains uncorrected beyond the time prescribed for correction in the civil violation notice shall be treated as a continuing violation.

(e) A "correctable violation" is a violation which is not an uncorrectable violation.

(f) A civil penalty imposed pursuant to this Section shall not exceed two hundred fifty dollars (\$250.00) per day for a first violation and shall not exceed five hundred dollars (\$500.00) per day for a repeat violation.

(g) If a request for administrative hearing is not timely filed continuing violation penalties shall accrue from the date of correction given in the civil violation notice until the correction is made and payment of fine is received. If the named violator requests an administrative hearing on a correctable violation and loses his appeal, the Hearing Officer shall determine a reasonable time period within which correction of the violation must be made, based on the considerations set forth in Section 25-17(d). If correction is not made within the period set by the Hearing Officer, continuing violation penalties shall begin after the time for correction has run. No continuing violation penalties shall accrue during the time period from the date of the civil violation notice until the date of the administrative hearing, if the named violator timely requests an administrative hearing to appeal

the decision of the Code Inspector. Continuing violation penalties cannot be imposed by the Hearing Officer for uncorrectable violations.

(h) Civil penalties assessed pursuant to this chapter are due and payable to the **City Clerk or his or her designee** ~~Clerk of Court of Bay County, Florida~~, on the last day of the period allowed for the filing of an appeal to the Circuit Court from the Hearing Officer's decision, or, if proper appeal is made, when the appeal has been finally decided adversely to the named violator.

(i) In addition, if the Code Inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, or if after attempts under this section to bring a repeat violation into compliance with a provision of a code or ordinance prove unsuccessful, the city may make all reasonable repairs which are required to bring the property into compliance and charge the owner with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the city to make further repairs or to maintain the property and does not create any liability against the city for any damages to the property.

(Ord. No. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03; Ord. No. 1103, § 2, 2-14-08)

SECTION 3. From and after the effective date of this ordinance, Section 25-33 of the Code of Ordinances of the City of Panama City Beach related to Nuisances, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 25-33. - Scheduling and conduct of hearing.

(a) Upon receipt of a named violator's timely request for an administrative hearing, ~~the Hearing Officer~~ **City Clerk or his or her designee** shall set the matter down for hearing on the next regularly

scheduled hearing date or as soon thereafter as possible or as mandated in the specified Code section which is enforced pursuant to this chapter.

(b) The ~~Hearing Officer~~ **City Clerk or his or her designee** shall provide a notice of hearing by certified mail to the named violator at his last known address. Alternatively, the notice may be delivered as provided in Section 25-18. The notice of hearing shall include but not be limited to the following:

- (1) Name of the Code Inspector who issued the notice.
- (2) Factual description of alleged violation.
- (3) Date of alleged violation.
- (4) Section of the Code allegedly violated.
- (5) Place, date and time of the hearing.
- (6) Right of violator to be represented by a lawyer.
- (7) Right of violator to present witnesses and evidence.
- (8) Notice that failure of violator to attend hearing may result in civil penalty being assessed against him.
- (9) Notice that requests for continuances will not be considered if not received by the Hearing Officer at least ten (10) calendar days prior to the date set for hearing.

(c) The Hearing Officers shall call hearings on a monthly basis or upon the request of the **City Clerk or his or her designee** ~~Clerk of Court of Bay County, Florida~~. No hearing shall be set sooner than twenty (20) calendar days from the date of issuance of the notice of violation.

(d) A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance is

received in writing by the Hearing Officer at least ten (10) calendar days prior to the date set for the hearing.

(e) All hearings of the Hearing Officer shall be open to the public. All testimony shall be under oath and shall be electronically recorded. Assuming proper notice, a hearing may proceed in the absence of the named violator.

(f) The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript. Minutes shall be kept of all hearings by each Hearing Officer.

(g) ~~The Bay County Clerk of Court~~ **The City Clerk or his/her designee** shall provide clerical and administrative personnel, services, forms and facilities as may be reasonably required by each Hearing Officer for the proper performance of his duties, and shall collect ~~and pay over to the City~~ all civil penalties, costs, and other sums due and payable hereunder, ~~retaining such portion thereof as from time to time may be established by resolution of the City Council to compensate the Clerk for such assistance.~~

(h) Each case before a Hearing Officer shall be presented by the City Manager or his designee.

(i) The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Hearing Officer finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary.

(j) The Hearing Officer may take testimony from the Code Inspector and the alleged violator. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him.

(k) The Hearing Officer shall make findings of fact based on evidence of record. In order to make a finding upholding the Code Inspector's decision, the Hearing Officer must find that a preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the Code as charged.

(l) If the named violator is found guilty of the violation, he may be held liable for the reasonable costs of the administrative hearing as set forth by the City Clerk or his or her designee ~~Bay County Clerk of Court~~. If the City prevails in prosecuting a case before the Hearing Officer, the City shall be entitled to recover all costs incurred in prosecuting the case before the Hearing Officer and such costs will be included in the lien authorized under Code Section 25.34.

(m) The fact-finding determination of the Hearing Officer shall be limited to whether the violation alleged did occur and, if so, whether the person named in the civil violation notice is responsible for that violation as provided in Section 25-17(c). Based upon this fact-finding determination, the Hearing Officer shall either reverse or affirm the decision of the Code Inspector as to the responsibility of the named violator for the Code violation, and shall issue an order affording the proper relief. If the Hearing Officer reverses the decision of the Code Inspector and finds the named violator not responsible for the Code violation alleged in the civil violation notice, the named violator shall not be liable for the payment of any civil penalty, absent reversal of the Hearing Officer's findings pursuant to Section 25-35. If the Hearing Officer affirms the decision of the Code Inspector, the Hearing Officer shall issue an order and shall determine a reasonable time period within which correction of the violation must be made. If the decision of the Hearing Officer is to affirm, then the following elements shall be included in the order:

- (1) Amount of civil penalty.
- (2) Administrative costs of hearing.

(3) Date by which the violation must be corrected to prevent imposition of continuing violation penalties (if applicable) or assessment (in the case of uncorrected violations of Chapter 15).

(n) The Hearing Officer shall have the power to:

(1) Adopt procedures for the conduct of hearings.

(2) Subpoena alleged violators and witnesses for hearings; subpoenas may be served by the Law Enforcement Officers.

(3) Subpoena evidence.

(4) Take testimony under oath.

(5) Assess and order the payment of civil penalties as provided herein; and

(6) In cases where the named violator is found guilty of a violation of Chapter 15, authorize the City's abatement following failure of the violator to correct the violation within the time ordered.

(o) The named violator may timely file an administrative appeal.

(1) A Hearing Officer shall postpone a hearing if the named violator, prior to the scheduled hearing date, files with a duly authorized City board of appropriate jurisdiction a timely administrative appeal concerning the interpretation or application of any technical provisions of the Code section allegedly violated. However, once an issue had been determined by a Hearing Officer in a specific case, that issue may not be further reviewed by a City board in that specific case. A named violator waives his right to administrative appeal to other City boards if the violator does not apply for such appeal prior to the violator's code enforcement hearing before the Hearing Officer.

(2) Upon exhaustion of a timely filed administrative appeal and finalization of the administrative order by such board, the Hearing Officer may exercise all powers given to him by this chapter. The Hearing Officer shall not, however, exercise any jurisdiction over such

alleged Code violations until the time allowed for court appeal of the ruling of such board has lapsed or until such further appeal has been exhausted.

(3) The Hearing Officer shall be bound by the interpretations and decisions of duly authorized City boards concerning the provisions of the codes within their respective City jurisdictions. In the event such a board decides that an alleged violation of the Code is not in accordance with such board's interpretation of the Code provision on which the violation is based, the Hearing Officers shall not be empowered to proceed with the enforcement of the violation.

(p) If the owner of property which is subject to an enforcement action or proceeding transfers ownership of such property between the time the initial citation or citations were issued and the time of the hearing, such owner shall:

(1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(4) File a notice with the Hearing Officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five (5) days after the date of transfer.

A failure to make the disclosure described in subparagraphs (p)(1)(2)(3) above, before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed but the new owner will be added as an additional party of record and thereafter shall be provided a reasonable period of time as determined by the Code Inspector to

correct the violation before the hearing is held. Continuing violation penalties, if any, shall continue to accrue against the original party. No civil penalty or continuing violation penalties shall accrue against the new owner until and unless the new owner shall fail to correct the violation within the reasonable period provided to the new owner. All parties shall be jointly and severally liable for any penalties up to the amount common among them, and the amounts paid to the City shall be first applied to that common, joint and several amount.

(Ord. No. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03 Ord. No. 1452, § 1, 6-14-2018)

SECTION 4. REPEAL. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 5. CODIFICATION. 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 of Ordinances and the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following each such publication, each codification of this Ordinance shall become the final and official record of the matters herein ordained and there codified. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 6. 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 7. EFFECTIVE DATE. 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2019.

MAYOR

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

Posted on pcbgov.com on the ____ day of _____, 2019.

REGULAR ITEM

9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Kelly Jenkins

2. MEETING DATE:

1/10/2019

3. REQUESTED MOTION/ACTION:

Approve contract award to Thompson Consulting Services and Debris Tech for Disaster Debris Monitoring Services.

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)

December 21, 2018 the City solicited proposals from experienced firms for disaster debris monitoring services . Five (5) firms timely responded to the request. Of those, all five firms were found to be responsive. The evaluation committee recommends 5-year contracts be awarded to Thompson Consulting Services and Debris Tech. The current monitoring for Hurricane Michael debris is being handled with force account through the Street and Stormwater Departments. Therefore a task order is not recommended at this time, but could be brought back to council if needed for future events.

RESOLUTION 19-42

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH THOMPSON CONSULTING SERVICES AND DEBRIS TECH, RELATED TO THE DISASTER DEBRIS MONITORING SERVICES.

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

1. The appropriate offices of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Thompson Consulting Services, relating to the City's disaster debris monitoring services, in substantially the form attached and presented as Exhibit A to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate offices of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Debris Tech, relating to the City's disaster debris monitoring services, in substantially the form attached and presented as Exhibit B 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 _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND THOMPSON CONSULTING SERVICES
RELATING TO
DISASTER DEBRIS MONITORING SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **THOMPSON CONSULTING SERVICES** ("Contractor").

In consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. The Contractor's Scope of Work for providing services under this Agreement is set forth in Exhibit A. The Consultant shall provide Services for the City in all phases of the Project to which this AGREEMENT applies as hereinafter provided, and shall do so within the budget established by the City. The Consultant shall perform any and all Professional Services in a timely, efficient and cost effective manner and in accordance with the generally accepted standards of the applicable profession. The City retains the Consultant to diligently, competently and timely perform the "Professional Services" in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Proposal (RFP) document, and any and all addenda, modifications and revisions thereto.

B. Upon request, Contractor will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his or her designee, or (iii) a fee determined on a time-involved basis with a maximum not to exceed cost.

C. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Contractor. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

D. Contractor acknowledges that this agreement is non-exclusive and that the City may, in its sole and unfettered discretion enter agreements with one or more firms to assist the City with Disaster Debris Monitoring. Selection by the City as a Contractor does

Exhibit A

not guarantee that Contractor will be activated or called on a regular basis during the Agreement term, nor does it guarantee a minimum level of compensation with respect to volume of work or fees. Work will be awarded to Contractors based on Contractor's current workload or availability, expertise in the project area and previous work awarded, all at the City's discretion.

E. This is a FEMA financially assisted project and is subject to all provisions for Federal Regulations Contract Requirements 2C.F.R. §200.317-326 for Debris Removal Services (attached hereto as Exhibit C) and shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

2. COMPENSATION AND PAYMENT:

A. Contractor's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope.

B. Upon written instruction by the City, the Contractor shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Contractor shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Contractor. The additional compensation shall be computed by the Contractor on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Contractor's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Contractor in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Contractor shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Contractor and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with disaster debris removal and disposal services. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida

to enforce the arbitration award, including appeal. Should the arbitrators award Contractor an amount equal to or less than the amount that the City has unilaterally determined, Contractor shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Contractor shall pay the City's reasonable attorney's fees.

C. At the end of each month during which a Task Order shall be outstanding, the Contractor shall submit a separate invoice for services rendered during that month with respect to each Task Order, as follows:

- 1) Where a stipulated sum is specified, the City shall pay Contractor in monthly installments based upon the percentage of satisfactory completion. In support of payment, Contractor shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- 2) Where fees are computed on a time-involved basis, the City shall pay Contractor monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

D. The acceptance by the Contractor, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Contractor, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. **SCHEDULE:** The estimated schedule for the services required shall be included in each Task Order and related scope of services.

4. **CITY'S RESPONSIBILITY:** The City shall furnish the Contractor with all existing information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Contractor, unless such data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Contractor and the originals returned to the City.

5. **CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that

the City designates the City Public Works Director or his or her designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, drawings, cost estimates, proposals and other documents presented by the Contractor, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Contractor.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Contractor whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6. CHANGES IN SCOPE: The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall not be binding unless mutually agreed upon by and between the City and the Contractor, and incorporated in written amendments to this Agreement.

7. TERMINATION:

A. The City may terminate this contract at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor. The Contractor may terminate this contract at any time by giving at least ninety (90) days prior written notice to the City.

B. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Contractor solely for the reasonable value of the work performed by the Contractor prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Contractor be entitled to overhead and profit on work not performed.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written for an initial term of five (5) years.

9. INDEMNIFICATION:

A. The Contractor hereby does indemnify and hold harmless the City, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands,

judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expenses, damage or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.

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

C. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10. DUTY TO PAY DEFENSE COSTS AND EXPENSES:

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

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

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

11. INSURANCE AND PERFORMANCE SECURITY:

A. The Contractor shall not commence work under this Agreement until it has obtained all insurance and bonds required and provided same to the City.

B. The Contractor shall procure and maintain during the life of this Agreement insurance of the following types:

- 1) Worker's Compensation: For all of his employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Contractor shall provide Employer's Liability Insurance for the

protection of such of his employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation - Statutory
Coverage B – Employer's Liability - \$1,000,000.00

- 2) Liability: Comprehensive General Liability insurance including, but not limited to:
 - a) Independent Contractor's Liability;
 - b) Contractual Liability;
 - c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

- 3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.
- 4) Professional Liability: Project specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

C. Certificates of Insurance: The Contractor shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City

as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

D. Contractor agrees to furnish to the City a performance/contract surety bond in the amount equal to one hundred ten percent (110%) each for the estimated value of the assigned disaster related work within seventy-two (72) hours after written notice to proceed. Such performance security shall be in a form and issued by a surety, financial institution, or other entity acceptable to the City. City may require the posting of additional performance security as a result of any increase in the performance of the disaster event. The contractor shall obtain and deliver such additional security to the City within seventy two hours after receipt of the written request therefore.

12. NEGOTIATION DATA:

The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13. OWNERSHIP OF DOCUMENTS: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Contractor in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Contractor shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Contractor. The City shall not use the Contractor's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Contractor of its intended use, provides insurance protection for the Contractor for all claims which might arise out of the City's use of the documents, and obtains written consent of the use

by the Contractor.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional Contractor's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Contractor shall retain sole ownership to its pre-existing computer programs and software.

14. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Contractor shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager of his or her designee.

B. The Contractor agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Contractor, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Contractor of liability for delays or other damages as provided by law.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Contractor which delay the project schedule completion date, the City shall grant to the Contractor in writing an extension of time equal to such delays.

D. The Contractor shall maintain an adequate and competent staff of personnel and may associate with other qualified firms for the purpose of rendering services hereunder. All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City. Contractor shall utilize the

US Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: 1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and 2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the City.

15. STANDARDS OF CONDUCT:

A. The Contractor covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Contractor agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

16. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: The Contractor shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

17. ASSIGNABILITY: The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. INDEPENDENT CONTRACTOR: The Contractor is and shall remain an independent contractor and not an employee of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement or representation.

19. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

20. ATTORNEY'S FEES: If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Contractor acknowledges that the performance of disaster debris removal and disposal services and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, Contractors, and counsel assisting and advising the city, as well as direction from the City Manager and City Contractor, and agrees in all things to cooperate with the City and all its consultants as needed.

23. MEDIATION: City and Contractor agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24. ACCESS TO RECORDS:

A. The Contractor agrees to provide the City, the State of Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor acknowledges that this duty to provide paperwork may arise up to 5 years following completion of the project, and agrees to retain project paperwork for that time period.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

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

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

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

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

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.

26. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

PCB / THOMPSON
Debris Monitoring MSA
Page 12 of 13

AGENDA ITEM # _____

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IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**THE CITY OF PANAMA CITY BEACH,
FLORIDA,**
a municipal corporation

By: _____
Mario Gisbert, City Manager

ATTEST:

Jo Smith, City Clerk

THOMPSON CONSULTING SERVICES

WITNESS
PRINT NAME: _____

By: _____
Its: _____

WITNESS
PRINT NAME: _____

EXHIBIT A

SCOPE OF SERVICES SCOPE OF WORK SCOPE OF SERVICES SCOPE OF WORK

General

Provide debris monitors and debris monitoring services to assist the City with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. All debris monitoring activities are to be in compliance with current FEMA guidance and local, State, and Federal regulations.

Deployment

Consultant must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, consultant shall be prepared to increase the number of debris monitors for the City to use as needed.

Consultant's specific scope of work, level of effort, time schedule, charges, and payment conditions shall be set forth in a written Task Order. Each Task Order shall be executed by authorized representatives of the City and Consultant.

The administrative process, when work assignments are issued, will be as follows:

Step 1 - City staff will contact the Consultant for a meeting to review the assignment and will describe the scope of services required in general.

Step 2 - Consultant will prepare a detailed scope of services to be provided and a time frame for completion of various phases. Consultant will prepare a computation of fees to be charged for the services based on the approved hourly rates. These documents will be submitted to the City contact for review and approval.

Step 3 - If acceptable to City staff making the assignment, City staff will issue a Task Order (or Work Request) and a Notice to Proceed. There will be a purchase order issued for each work assignment for monitoring and tracking of the budget and project funds. The fee computation will be considered to be a limiting amount, not to be exceeded without subsequent approval by City staff.

Pre-Event Requirements

Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Contractor will, at no cost to the City:

- Provide City full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual workshops or planning meetings with City representative and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

Post-Event Requirements

Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City agencies.

Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.

Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors.

Contractor shall remove and replace employees immediately upon notice from the City Debris Manager for conduct or actions not in keeping with this contract.

Personnel Requirement and Responsibilities

Debris Monitoring Field Supervisor

Consultant will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors. Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
Communicating and coordinating with City personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Documenting and recording measurements and computations
- Documenting truck hauling compartment condition using digital photographs

- Preparing a master log book of all hauling equipment used by the City's debris removal contractor
- Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

Debris Monitors

Consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

Debris Loading Site Monitors

Consultant will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load
- Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment
- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area

- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

Debris Tower/Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel
Clerical/Data Entry Supervisor
- Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include, but are not limited to:
 - Supervising the preparation of detailed estimates and submitting them to the City debris manager
 - Implementing and maintaining an electronic, disaster debris data management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
 - Providing daily, weekly, or other periodic reports in electronic format for the City debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates

Clerical Staff/Data Entry Clerk

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the contractor's information management systems and to respond to specific directions from the data entry supervisor.

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND THOMPSON CONSULTING SERVICES RELATING TO DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING SERVICES dated _____, 2019, (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, Contractor agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

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

_____ a stipulated sum of \$ _____; 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 or her designee,

Allowance of \$ _____ for _____, and

Allowance of \$ _____ for _____; or

_____ a fee determined on a time-involved basis with a maximum not to exceed cost of \$ _____;

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

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

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

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

Witness:

THOMPSON CONSULTING SERVICES

By: _____ Date: _____

Its:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

By: _____ Date: _____

City Manager

City Clerk

AGENDA ITEM # _____

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EXHIBIT C

FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R §200.317-326 FOR DEBRIS REMOVAL SERVICES

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

TERMINATION FOR CONVENIENCE

The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the City as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, the City may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the awarded bidder and the City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due the City from the awarded bidder is determined.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(1) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps must include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for

further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

(1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including

watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any Disaster Debris Disposal and Removal Services 53 Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY EFFICIENCY AND CONSERVATION ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the Disaster Debris Disposal and Removal Services period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (AS AMENDED)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND DEBRIS TECH
RELATING TO
DISASTER DEBRIS MONITORING SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **DEBRIS TECH** ("Contractor").

In consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. The Contractor's Scope of Work for providing services under this Agreement is set forth in Exhibit A. The Consultant shall provide Services for the City in all phases of the Project to which this AGREEMENT applies as hereinafter provided, and shall do so within the budget established by the City. The Consultant shall perform any and all Professional Services in a timely, efficient and cost effective manner and in accordance with the generally accepted standards of the applicable profession. The City retains the Consultant to diligently, competently and timely perform the "Professional Services" in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Proposal (RFP) document, and any and all addenda, modifications and revisions thereto.

B. Upon request, Contractor will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his or her designee, or (iii) a fee determined on a time-involved basis with a maximum not to exceed cost.

C. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Contractor. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

D. Contractor acknowledges that this agreement is non-exclusive and that the City may, in its sole and unfettered discretion enter agreements with one or more firms to assist the City with Disaster Debris Monitoring. Selection by the City as a Contractor does

Exhibit B

PCB / DEBRIS TECH
Debris Monitoring MSA
Page 1 of 13

AGENDA ITEM # _____

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not guarantee that Contractor will be activated or called on a regular basis during the Agreement term, nor does it guarantee a minimum level of compensation with respect to volume of work or fees. Work will be awarded to Contractors based on Contractor's current workload or availability, expertise in the project area and previous work awarded, all at the City's discretion.

E. This is a FEMA financially assisted project and is subject to all provisions for Federal Regulations Contract Requirements 2C.F.R. §200.317-326 for Debris Removal Services (attached hereto as Exhibit C) and shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

2. COMPENSATION AND PAYMENT:

A. Contractor's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope.

B. Upon written instruction by the City, the Contractor shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Contractor shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Contractor. The additional compensation shall be computed by the Contractor on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Contractor's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Contractor in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Contractor shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Contractor and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with disaster debris removal and disposal services. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida



to enforce the arbitration award, including appeal. Should the arbitrators award Contractor an amount equal to or less than the amount that the City has unilaterally determined, Contractor shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Contractor shall pay the City's reasonable attorney's fees.

C. At the end of each month during which a Task Order shall be outstanding, the Contractor shall submit a separate invoice for services rendered during that month with respect to each Task Order, as follows:

- 1) Where a stipulated sum is specified, the City shall pay Contractor in monthly installments based upon the percentage of satisfactory completion. In support of payment, Contractor shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- 2) Where fees are computed on a time-involved basis, the City shall pay Contractor monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

D. The acceptance by the Contractor, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Contractor, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. **SCHEDULE:** The estimated schedule for the services required shall be included in each Task Order and related scope of services.

4. **CITY'S RESPONSIBILITY:** The City shall furnish the Contractor with all existing information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Contractor, unless such data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Contractor and the originals returned to the City.

5. **CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that

the City designates the City Public Works Director or his or her designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, drawings, cost estimates, proposals and other documents presented by the Contractor, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Contractor.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Contractor whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6. CHANGES IN SCOPE: The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall not be binding unless mutually agreed upon by and between the City and the Contractor, and incorporated in written amendments to this Agreement.

7. TERMINATION:

A. The City may terminate this contract at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor. The Contractor may terminate this contract at any time by giving at least ninety (90) days prior written notice to the City.

B. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Contractor solely for the reasonable value of the work performed by the Contractor prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Contractor be entitled to overhead and profit on work not performed.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written for an initial term of five (5) years.

9. INDEMNIFICATION:

A. The Contractor hereby does indemnify and hold harmless the City, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands,

judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expenses, damage or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.

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

C. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10. DUTY TO PAY DEFENSE COSTS AND EXPENSES:

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

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

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

11. INSURANCE AND PERFORMANCE SECURITY:

A. The Contractor shall not commence work under this Agreement until it has obtained all insurance and bonds required and provided same to the City.

B. The Contractor shall procure and maintain during the life of this Agreement insurance of the following types:

- 1) Worker's Compensation: For all of his employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Contractor shall provide Employer's Liability Insurance for the

protection of such of his employees not otherwise protected under such provisions.

Coverage A – Worker’s Compensation - Statutory
Coverage B – Employer’s Liability - \$1,000,000.00

- 2) Liability: Comprehensive General Liability insurance including, but not limited to:
 - a) Independent Contractor’s Liability;
 - b) Contractual Liability;
 - c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

- 3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.
- 4) Professional Liability: Project specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

C. Certificates of Insurance: The Contractor shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: “SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.” In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City

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as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

D. Contractor agrees to furnish to the City a performance/contract surety bond in the amount equal to one hundred ten percent (110%) each for the estimated value of the assigned disaster related work within seventy-two (72) hours after written notice to proceed. Such performance security shall be in a form and issued by a surety, financial institution, or other entity acceptable to the City. City may require the posting of additional performance security as a result of any increase in the performance of the disaster event. The contractor shall obtain and deliver such additional security to the City within seventy two hours after receipt of the written request therefore.

12. NEGOTIATION DATA:

The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13. OWNERSHIP OF DOCUMENTS: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Contractor in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Contractor shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Contractor. The City shall not use the Contractor's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Contractor of its intended use, provides insurance protection for the Contractor for all claims which might arise out of the City's use of the documents, and obtains written consent of the use

by the Contractor.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional Contractor's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Contractor shall retain sole ownership to its pre-existing computer programs and software.

14. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Contractor shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager of his or her designee.

B. The Contractor agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Contractor, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Contractor of liability for delays or other damages as provided by law.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Contractor which delay the project schedule completion date, the City shall grant to the Contractor in writing an extension of time equal to such delays.

D. The Contractor shall maintain an adequate and competent staff of personnel and may associate with other qualified firms for the purpose of rendering services hereunder. All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City. Contractor shall utilize the

US Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: 1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and 2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the City.

15. STANDARDS OF CONDUCT:

A. The Contractor covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Contractor agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

16. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: The Contractor shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

17. ASSIGNABILITY: The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. INDEPENDENT CONTRACTOR: The Contractor is and shall remain an independent contractor and not an employee of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement or representation.



19. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

20. ATTORNEY'S FEES: If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Contractor acknowledges that the performance of disaster debris removal and disposal services and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, Contractors, and counsel assisting and advising the city, as well as direction from the City Manager and City Contractor, and agrees in all things to cooperate with the City and all its consultants as needed.

23. MEDIATION: City and Contractor agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24. ACCESS TO RECORDS:

A. The Contractor agrees to provide the City, the State of Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor acknowledges that this duty to provide paperwork may arise up to 5 years following completion of the project, and agrees to retain project paperwork for that time period.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

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

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

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

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

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.

26. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**THE CITY OF PANAMA CITY BEACH,
FLORIDA,**
a municipal corporation

By: _____
Mario Gisbert, City Manager

ATTEST:

Jo Smith, City Clerk

DEBRIS TECH

WITNESS
PRINT NAME: _____

By: _____
Its: _____

WITNESS
PRINT NAME: _____

EXHIBIT A

SCOPE OF SERVICES SCOPE OF WORK

General

Provide debris monitors and debris monitoring services to assist the City with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. All debris monitoring activities are to be in compliance with current FEMA guidance and local, State, and Federal regulations.

Deployment

Consultant must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, consultant shall be prepared to increase the number of debris monitors for the City to use as needed.

Consultant's specific scope of work, level of effort, time schedule, charges, and payment conditions shall be set forth in a written Task Order. Each Task Order shall be executed by authorized representatives of the City and Consultant.

The administrative process, when work assignments are issued, will be as follows:

Step 1 - City staff will contact the Consultant for a meeting to review the assignment and will describe the scope of services required in general.

Step 2 - Consultant will prepare a detailed scope of services to be provided and a time frame for completion of various phases. Consultant will prepare a computation of fees to be charged for the services based on the approved hourly rates. These documents will be submitted to the City contact for review and approval.

Step 3 - If acceptable to City staff making the assignment, City staff will issue a Task Order (or Work Request) and a Notice to Proceed. There will be a purchase order issued for each work assignment for monitoring and tracking of the budget and project funds. The fee computation will be considered to be a limiting amount, not to be exceeded without subsequent approval by City staff.

Pre-Event Requirements

Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Contractor will, at no cost to the City:

- Provide City full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual workshops or planning meetings with City representative and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

Post-Event Requirements

Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City agencies.

Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.

Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors.

Contractor shall remove and replace employees immediately upon notice from the City Debris Manager for conduct or actions not in keeping with this contract.

Personnel Requirement and Responsibilities

Debris Monitoring Field Supervisor

Consultant will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors. Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
Communicating and coordinating with City personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Documenting and recording measurements and computations
- Documenting truck hauling compartment condition using digital photographs

- Preparing a master log book of all hauling equipment used by the City's debris removal contractor
- Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

Debris Monitors

Consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

Debris Loading Site Monitors

Consultant will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load
- Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment
- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area

- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

Debris Tower/Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations

- Documenting measurements and computations

Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket

- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area

- Remaining in regular contact with debris management/dispatch center or field supervisor

- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

Clerical/Data Entry Supervisor

- Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include, but are not limited to:

- Supervising the preparation of detailed estimates and submitting them to the City debris manager

- Implementing and maintaining an electronic, disaster debris data management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes

- Providing daily, weekly, or other periodic reports in electronic format for the City debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates

Clerical Staff/Data Entry Clerk

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the contractor's information management systems and to respond to specific directions from the data entry supervisor.

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEBRIS TECH RELATING TO DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING SERVICES dated _____, 2019, (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, Contractor agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

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

_____ a stipulated sum of \$ _____; 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 or her designee,

Allowance of \$ _____ for _____, and

Allowance of \$ _____ for _____; or

_____ a fee determined on a time-involved basis with a maximum not to exceed cost of \$ _____;

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

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

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

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

Witness:

DEBRIS TECH

By: _____ Date: _____

Its:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

By: _____ Date: _____

City Manager

City Clerk

AGENDA ITEM # _____ 9

EXHIBIT C

FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R §200.317-326 FOR DEBRIS REMOVAL SERVICES

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

TERMINATION FOR CONVENIENCE

The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the City as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, the City may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the awarded bidder and the City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due the City from the awarded bidder is determined.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(1) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps must include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for

further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

(1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including

watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any Disaster Debris Disposal and Removal Services 53 Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY EFFICIENCY AND CONSERVATION ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the Disaster Debris Disposal and Removal Services period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (AS AMENDED)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

REGULAR ITEM

10



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Multi-Use Trail/Kathy Younce

2. MEETING DATE:

1/10/2019

3. REQUESTED MOTION/ACTION:

Approve/execute the design of construction plans for PCB Multiuse Trail East Gayle's Trails Phase II under the Master Services Agreement (MSA) w/ Panhandle Engineering in the amount of \$160,430.00.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Panhandle Engineering, Inc. was selected to perform work under the Master Services Agreement (MSA) for roadways, sidewalks, and trails. They were tasked with extending Gayle's Trail east of Trieste Subdivision towards Breakfast Point. Those plans are completed and awaiting bid out for construction through the FDOT Sun Trail Grant Program. The next phase will start at the westerly border of the Bay County Sports Complex and end at Wildwood Road. It will contain connections to the proposed new Bay District School, the newly constructed Advantage Apartments, Emerald Cove Villas, and PCB Townhomes. Coordination meetings have been held with St. Joe Company, Bay County's consultant for the sports complex and D.R. Horton, the home builder within these developments. Easements will have to be negotiated as part of this task order.

A probable cost for the construction was supplied by our consultant for this phase of trail and is based on the conceptual plan, visits to the site, and multiple meetings with all parties involved in the amount of \$1,400,000.00. The City anticipated applying for the FDOT Sun Trail grant program for construction of this project in the next cycle which requires us to have shovel ready construction plans. Staff requested and received a proposed task order number 2019-01 (See Exhibit A w/attachments) for work under the Masters Services Agreement (MSA) with Panhandle Engineering, Inc. to provide the tasks necessary to design construction plans including: Surveying, Environmental, Geo-technical, Design and Preparation of Construction Plans, and Easement Coordination. Engineering design costs will not exceed the recommended USDA 8.02% in the amount of \$160,430.00.

Adequate funds are not currently available in the recreation budget. A budget amendment for this task from recreation impact fees has been provided.

RESOLUTION 19-44

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A TASK ORDER WITH PANHANDLE ENGINEERING, INC. FOR ENGINEERING RELATED TO GAYLE'S TRAILS PHASE II PROJECT IN THE AMOUNT OF \$160,430; AND AUTHORIZING A BUDGET AMENDMENT.

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

1. The appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Task Order for engineering related to the Gayle's Trails Phase II (Breakfast Point to Wildwood Road) Project between the City and Panhandle Engineering, Inc., Inc., in the basic amount of One Hundred Sixty Thousand Four Hundred Thirty Dollars (\$160,430), on substantially the form attached hereto as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment (#8) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the use of recreation impact fees to fund this project task.
3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

EXHIBIT A
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2019-01

DATE January, 2019

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND **Panhandle Engineering, Inc.** RELATING TO MINOR ROADWAY PROFESSIONAL ENGINEERING SERVICES dated January 19 2016, (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 **Exhibit A Attachments, Scope of Services**, relating to the **Multi-Use Trail Extension of Gayle's Trails East Portion.**

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

- a stipulated sum of \$ \$160,430.00; 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 at the rates set forth upon incorporated **Attachment C, Hourly Fee Breakdown (if applicable)**, with a maximum cost of \$ _____;

and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 2019, and shall be completed within one calendar year. The date of completion of all work is therefore _____, 201____. 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:

Panhandle Engineering, Inc.

By: _____ Date: _____
Its:

ATTEST:

CITY OF PANAMA CITY BEACH, FLA.

City Clerk

By: _____ Date: _____
City Manager

Exhibit A

November 19, 2018

Via e-mail

Ms. Kathy Younce, Project Manager
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

RE: **PCB – Multiuse Trail East Gayle’s Trails – Phase II**
Task Order 2018-01 (Revision No.2)
PE File #12059

Dear Ms. Younce

Thank you for the opportunity for Panhandle Engineering, Inc. (PE) to provide professional services to the City of Panama City Beach. It is our understanding that the City has available funds to design a 12ft wide multiuse path from Breakfast Point (approx. 9,690 LF, 1.84 miles) to Wildwood. We have prepared a conceptual plan for the proposed route which is attached to this proposal. For this scope, the segment between Breakfast Point and the new Sports Park is not included and will be approximately 9,340 LF of temporary trail with asphalt millings until some point in the future when St. Joe Co. develops the property. Once constructed, this segment will add 3.6 miles to the City’s trail system.

Based on our conceptual plan, visits to the site, and multiple meetings with City Staff and adjacent property owners/developers, we have prepared a pre-design opinion of probable cost for construction, to be **\$1,400,000**, which includes contingencies.

As you know, we will be applying for construction funds through the FDOT Sun Trail program which has approximately **\$25M** budgeted by the Florida Legislature annually. This funding will be used to augment the City’s current impact fee funds which are available. As you know, we obtained **\$900,000** in grant funds from FDOT for the previous phase construction between Trieste and Breakfast Point.

The attached Task Order describes our proposed scope of work for design, plan preparation, and permitting. The proposed lump sum fee is **\$160,430.00**. We will develop 60% plans in order to obtain all easements for the route from the St. Joe Company, and Emerald Cove Villas. We will also work with Bay District Schools to coordinate the trail on the south border of the new school, which is under design currently.

Thank you for the opportunity to provide services to the City. If this proposal is acceptable to the City Council, please provide us the City’s Standard Task Order as part of our current Master Services Agreement.

If you have any questions, please give me a call at 850.596.1235.

Best Regards,
PANHANDLE ENGINEERING, INC.



Chris Forehand, PE
Vice President

Cc: Ms. Kelly Jenkins, PE, Public Works Director, City of Panama City Beach
Mr. Doug Crook, P.E., Sr. Project Manager, Panhandle Engineering, Inc.



civil engineers
environmental
land planning
roads + bridges
stormwater
water + wastewater

PANHANDLE ENGINEERING, INC
3005 Lynn Haven Parkway
Lynn Haven, FL 32444
P: 850.763.5200
F: 850.769.0730



CITY OF PANAMA CITY BEACH
MULTIUSE TRAIL EAST - GAYLE'S TRAILS PHASE II
PE FILE NO.12059
TASK ORDER 2019-12059 (Revision No.2)

This Task Order is for the purpose of *Panhandle Engineering, Inc. (PE)* as the Engineer to provide professional services for the Multiuse Trail East / Gayle's Trails Phase II to the *City of Panama City Beach (City)* acting by and through its Council. *Panhandle Engineering, Inc.* has developed the following scope of services and associated fee schedule. The surveying will be sub-contracted to Dewberry Engineers (DE). The environmental services will be subcontracted to *Cypress Environmental*. The geotechnical services will be subcontracted to *Magnum Engineering*.

DESCRIPTION SCOPE OF SERVICES:

SURVEYING **\$22,495**

The survey will consist of topographical information with one foot contours to include cross sections at 50 foot intervals (70ft in width) as shown on the attached route map. The total length of the route to be surveyed is 9,690 LF. The survey will also include all improvements along the route. *Panhandle Engineering* will provide legal sketches and descriptions for all easements needed along the route. *Dewberry* will perform all surveying work and will be a sub-consultant to *Panhandle Engineering*. See attached proposal.

ENVIRONMENTAL **\$14,775**

*See attached proposal from *Cypress Environmental*. *Cypress* will perform all necessary environmental work and will be a sub-consultant to *Panhandle Engineering*.

GEOTECHNICAL **\$3,100**

Perform ten (10) 5 foot deep hand auger borings in the proposed trail. Provide engineering evaluation and report to include groundwater levels, estimated seasonal high groundwater date, site/soil preparation recommendations and pavement recommendations. *Magnum Engineering* will perform all geotechnical work and will be sub-consultant to *Panhandle Engineering*. See attached proposal.

DESIGN AND PREPARATION OF CONSTRUCTION PLANS **\$112,560**

A. Multiuse Trail Design

Panhandle Engineering, Inc. will provide design to meet minimum requirements of FDOT and City standards to include slope design, crossings where applicable, appropriate signage as applicable, and minimal surface drainage where needed. It is anticipated that asphalt will be the surface utilized in all upland areas and elevated wood system in all conservation and high quality wetland areas.

1. Design of the multiuse trail will be based on the Florida Green Book, FDOT Design Standards, MUTCD, and ADA.
2. *PE* will provide all dredge and fill permit drawings to *Cypress* for permitting.
3. *PE* will provide details for pavement, elevated wood structures, slope stabilization, erosion control, staging, and technical specifications.
4. *PE* will provide construction plans with the details for bidding.
5. *PE* will provide technical specifications and bid/contract documents for bidding.

B. Meetings

Panhandle Engineering (PE) will attend meetings with the City as required to efficiently complete the services required under this scope of work.

1. Kick-off meeting with City Staff.
2. Preliminary layout meeting at 30% to evaluate options for trail placement and material to be used.
3. 60% review meeting with City Staff.
4. 90% construction plan review meeting with City Staff.

EASEMENT COORDINATION

\$7,500 (BILLED HOURLY)

The proposed route is within the St. Joe property, and property owned by Private Developers. Each entity will require coordination, meetings, sketches, and assistance with preparation of documents to obtain use agreement easements to place the trail on their property. We propose to bill hourly for these services not to exceed the **\$7,500**. Based on our past experience with some of these entities, this coordination effort can be time consuming and the fee estimate is based on our experience with the last phase.

EXCLUSIONS

1. All Agency Permit Application Fees
2. Wetland Mitigation Fees
3. Electrical, Cable, Telephone, Gas, Water /Sewer, or other Communication Utility Design/Relocation
4. Advertisement Fees
5. Stormwater Attenuation Design/Permitting/Modeling
6. Surveying not Described within this Task Order
7. Bidding or Construction Oversight/Inspection (to be performed by a separate consultant)

PROPOSED FEE SCHEDULE

Professional Services Fees

A. Surveying	\$22,495
B. Environmental	\$14,775
C. Geotechnical	\$3,100
D. Engineering/Design (8.02%)	\$112,560
E. Easement Coordination (Billed Hourly)	<u>\$7,500</u>

Total \$160,430

Panhandle Engineering, Inc.
3005 US Hwy 77
Lynn Haven, FL 32444

City of Panama City Beach, Florida
110 S. Arnold Road
Panama City Beach, FL 32413

By:  _____

By: _____

Name: Chris Forehand, PE.

Name: Marlo Gisbert

Title: Vice President

Title: City Manager

Witnessed: _____

Date: _____

PROFESSIONAL SERVICE CONTRACT
Cypress Environmental of Bay County,
LLC P.O. Box 16062
Panama City, Florida 32406



PHONE: 850-481-6824 • FAX: 866-658-6480 • EMAIL: bethany@cypressenvironmental.com

Client: Panhandle Engineering, Inc.
Address: 3005 S. Highway 77
Lynn Haven, Florida 32444

Date: November 13, 2018
Job No.: Pending
Phone: 850-527-1885
Email: cbf@panhandleengineering.com

Contact: Chris Forehand
PE No. 12059 – PCB Multi-Use Trail (G2T – Phase II)

Project location: +/- 11.5 acres – Sandy Creek Airpark
A Portion of PID:03946-010-001
Bay County

Scope of Service:

Wetland Delineation (WD)

Wetland Delineation – flag state and federal wetland jurisdictional line pursuant to 62-340, Florida Administrative Code and/or the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region for surveying purposes, based on observations of current vegetation, soils, and hydrology indicators. Cypress Environmental assumes that any historical activities that may have occurred on the subject property were completed pursuant to applicable state and/or federal regulation, if applicable.

+/- 9,690 LF from Wildwood Road, west to intersection of temporary trail location

Client is responsible for surveying flags placed in the field by Cypress Environmental.

Total for WD Services.....\$7,275.00*
Inclusive of all administrative costs, maps, materials, mileage, etc

* Woodland damage from Hurricane Michael was extensive, leaving some areas very difficult, if not impossible, to access for wetland delineation / surveying services. This proposal for WD Services assumes reasonable access is available. If access is limited, then additional services may be required for access needed to perform these services.

Environmental Resource Permitting (ERP)

Process state and federal permits for jurisdictional wetland impacts over 1 acre, less than 3 acres associated with the proposed expansion of a multi-use pathway, including:

- a. Application preparation – prepare the “Statewide Environmental Resource Permitting (SWERP) Application for submittal to the Northwest Florida Water Management District (WMD) and Department of the Army application Form ENG4345 for submittal to the US Army Corps of Engineers (USACE)
- b. Environmental Site Assessment Report, pursuant to Part III, Section 10, ERP Applicant’s Handbook Vol. I, including:
 - Pre-field data collection,
 - Onsite review of biophysical features to determine ecosystem classification per the Florida Natural Areas Inventory (FNAI) and Florida Land Use Classification (FLUCCS),
 - Review of the Florida Master Sites file for historical, cultural, or archeological resources
- c. Preparation of Uniform Mitigation Assessment (UMAM) and USACE data forms
- d. Responding to requests for additional information (RAI’s) – Respond to all requests for additional information from the WMD and the USACE related to the application submittal for the proposed project
- e. Meetings with project engineer / government agencies as needed – Meetings (onsite and/or offsite) with project engineer, WMD, USACE, as well as, other commenting agencies such as the US Fish & Wildlife Service (FWS), National Marine Fisheries Service (NMFS), and Florida Fish & Wildlife Conservation Commission (FWCC)
- f. Uniform Mitigation Assessment (UMAM) with anticipated use of a mitigation bank to offset unavoidable impacts

LUMP SUM AMOUNT.....\$7,500.00
Inclusive of all administrative expenses, such as maps, materials, mileage, etc.

Other Costs:

WMD Application Fee.....	\$1,400.00
	(Includes \$100 discount for electronic submittal)
USACE Permit Fee.....	\$100.00
Engineering for Dredge and Fill Drawings.....	TO BE PROVIDED BY CLIENT
	WMD will require that all drawings be signed and sealed by a Florida Professional Engineer.
Surveying.....	TO BE PROVIDED BY CLIENT
	A survey will be needed showing property boundary and wetland delineation line.
Mitigation.....	TO BE DETERMINED
	Based on EMA / RGP-86 assignment of wetland functional values for wetlands within this area, mitigation costs are expected to be \$48,750 / acre of impact.

Billing Method: For WD: \$3,637.50, representing 50% of WD Services to be billed upon execution of contract. Remainder to be billed upon completion of WD services.
 For EP: \$3,275.00, representing 25% of EP Services and WMD application fee to be billed upon initiation of EP service work. Remainder to be billed in 25% increments at corresponding levels of completion

*****QUOTE VALID FOR 60 DAYS*****

If payment is not received within 30 days, the client agrees to pay service charge of 1 and 1/2% per month the unpaid balance. If payment is not received within 60 days all beneficial work on behalf of the client will cease. If this account should be placed in the hands of an attorney for collection, the client agrees to pay any and all of the collection cost and the attorney's fees resulting from this non-payment

The client accepts and agrees that the professional services they have contracted for will subject the property benefiting from our services to lien attachment under the professional lien provisions of Chapter 713 of the Florida Statutes.

If the client has an objection to any invoice, client will advise Cypress Environmental in writing within (10) ten days of receipt of the invoice and client and Cypress Environmental shall attempt to resolve the objection. In the absence of any written objection, it is agreed that client accepts and will pay such invoice

I have requested the work identified above to be performed by Cypress Environmental and I am assuming all obligations for payment of all work performed and agree to pay as billed within 30 days of receipt of invoice, unless otherwise specified in this agreement

Client's Signature: _____

Date: _____



October 8, 2018

Panhandle Engineering, Inc.
Attn: Chris Forehand, P.E., Vice President
3005 Lynn Haven Parkway
Lynn Haven, FL 32444

RE: Panama City Beach Multi-use Path Phase 2, City of Panama City Beach, Bay County, Florida.

Dear Mr. Forehand,
Dewberry is pleased to provide this proposal to Panhandle Engineering, Inc. for professional surveying services for the **Panama City Beach Multi-use Path Phase 2** project, located in the City of Panama City Beach, Bay County, Florida. Based on the project's survey needs, we propose to provide the following scope of services and associated lump sum fees as requested:

Task #1 – Topographic Survey

Dewberry shall perform all office and field work required for the purpose of performing a Topographic Survey of an approximately 9,880 LF addition to the previously survey route for the Panama City Beach Multi-Use Path. Said survey to include the following:

1. Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/90, U.S. Survey Feet, per National Geodetic Survey control points.
2. Survey shall be referenced to North American Vertical Datum of 1988 (NAVD 88), per National Geodetic Survey benchmarks and/or control points.
3. Cross sections at 100' intervals (70' wide cross sections).
4. Contours at 1-foot intervals, together with spot elevations.
5. Horizontal and vertical location of all aboveground visible improvements and/or structures.
6. Deliverables include:
 - a. Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper.
 - b. Digital copies of the survey (Adobe® PDF and AutoCAD® files).

Task #2 – Easement Sketches and Legal Descriptions


Dewberry shall perform all office and field work required for the purpose of preparing Sketches and Legal Descriptions for the proposed easement(s). Said survey to include the following:

1. Sketches and Legal Descriptions shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/90, U.S. Survey Feet.
2. Horizontal location of the proposed easement boundary lines, as provided by client.
3. Legal description of the proposed easement, as written by a Florida licensed Surveyor and Mapper.
4. Area calculations.
5. Deliverables include:
 - a. Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper.
 - b. Digital copies of the survey (Adobe® PDF and AutoCAD® files).

Total Proposed Fee = \$22,495.00

This proposal is for a Topographic Survey, and Description Sketches, as described above. If you need additional items surveyed that are not listed above, please contact the undersigning surveyor. If you have any questions, please give me a call at 850.522.0644. As always, we look forward to working with you on this project.

Sincerely,
Dewberry


Frederick C. Rankin, P.S.M.
Professional Surveyor & Mapper

Proposal Accepted By:

Chris Forehand, P.E. Vice President
Panhandle Engineering, Inc.

cc: Mr. Cliff Wilson, P.E., Vice President, DPR (via e-mail at cwilson@dewberry.com)
Mr. Jonathan Sklarski, P.E., Branch Manager, DPR (via e-mail at jklarski@dewberry.com)
Mr. David Bartlett, P.L.S., Survey Manager, DPR (via e-mail at dbartlett@dewberry.com)
Mr. Ray Marsh, Office Survey Coordinator, DPR (via e-mail at rmarsh@dewberry.com)
Ms. Missy Ramsey, CPA, Accounting/Finance, DPR (via e-mail at mramsey@dewberry.com)
P:\Survey Proposals\Panhandle Engineering\Forehand 1 08 18 (PCB MultiUse PH2- Rev1).docx



MAGNUM ENGINEERING INC
GEOTECHNICAL ENGINEERING CONSULTANTS

October 28, 2018

Client: Mr. Chris Forehand, P.E.
Panhandle Engineering, Inc.
3005 South Highway 77
Lynn Haven, Florida 32444

Project Name & Location: Gale's Trails Multi-Use Trail Extension Phase II – Geotechnical Services
Panama City Beach, Florida

Scope of Service:

Mobilization

Estimate Sixteen (16) 5-feet deep hand auger borings in the proposed trail. Engineering Evaluation and Report to include groundwater levels, estimated seasonal high groundwater data, site/soil preparation recommendations, and pavement recommendations.

Method of Contract: Lump Sum

Budget Estimate: \$3,100.00

To authorize Magnum Engineering, Inc to provide the above scope of services please sign the attached authorization form where indicated, and return a copy of the signed proposal to us.

Magnum Engineering appreciates the opportunity to provide you with Geotechnical services on this project. Should you have any questions or comments, please call.

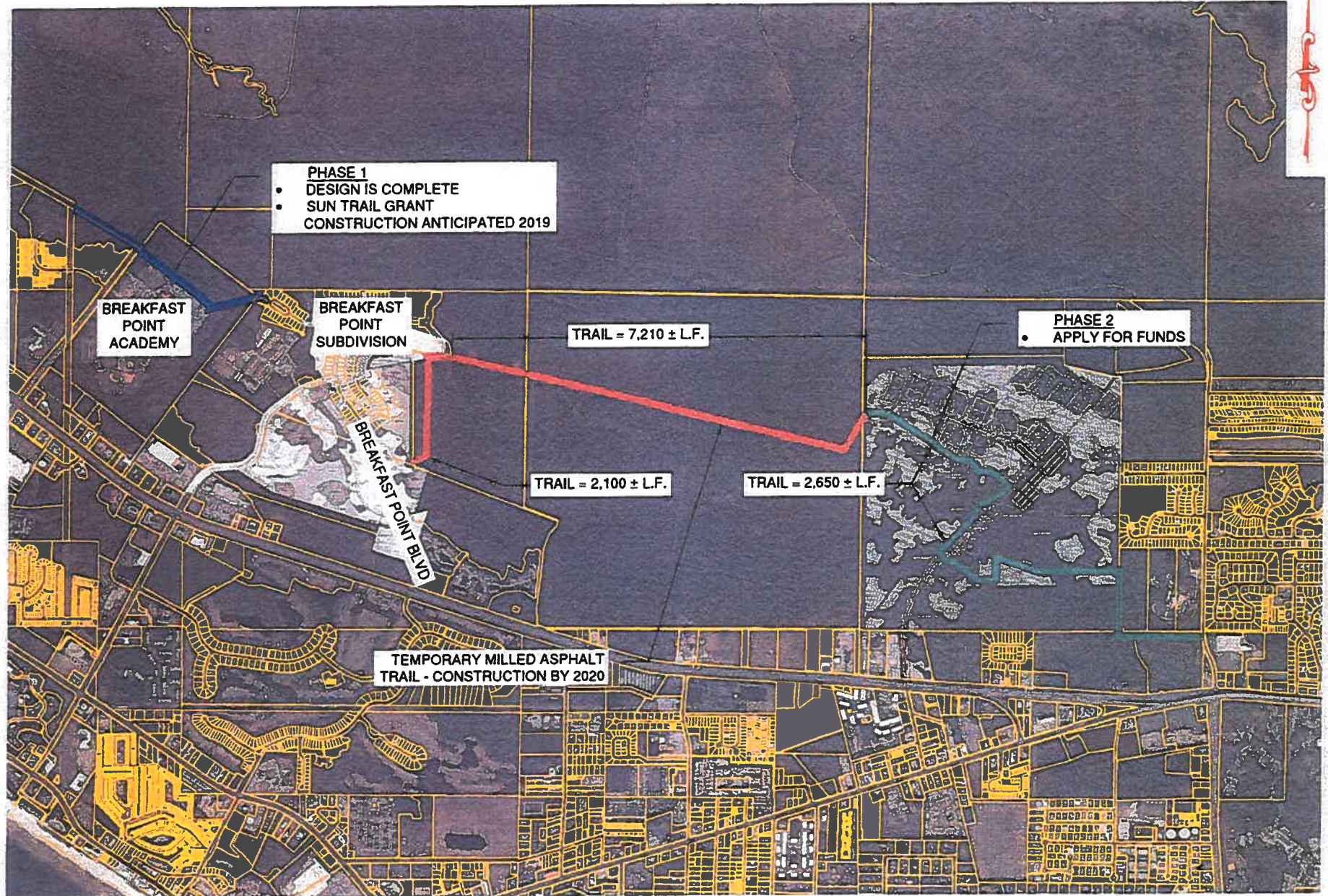
Sincerely,
MAGNUM ENGINEERING, INC.

JAMES T. VICKERS, P.E.
Sr. Geotechnical Engineer

Attachments: General Conditions
Authorization Form

1026 PIERSON DRIVE
LYNN HAVEN, FLORIDA 32444
OFFICE: 850.258.0994

AGENDA ITEM # 10



AGENDA ITEM #

10

DRAWN	DATE	CITY OF P.C.B. ENGINEERING DEPARTMENT
LWS	01/03/19	
SCALE	1"=2000'	

**CONCEPTUAL ROUTE PLAN PANAMA CITY
BEACH MULTI-USE TRAILS PHASE 2
GAYLE'S TRAILS
PANAMA CITY BEACH, FLORIDA**

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

No. BA # 8

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-7201-572.65-60	Construction-in-progress Greenways and Trails	1,050,000.00	160,430.00	1,210,430.00
FROM	001-8100-999.95-00	Reserves Restricted	1,452,220.00	(160,430.00)	1,291,790.00
		Check Adjustment Totals:	2,502,220.00	0.00	2,502,220.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the current year budget to provide funds for engineering task order for multi-use trail - Gayle's Trails - Phase II from recreation impact fees

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM # 10

Exhibit B

REGULAR ITEM

11



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Kelly Jenkins

2. MEETING DATE:

1/10/2019

3. REQUESTED MOTION/ACTION:

Approve resolution authorizing approval for Master Services Agreement, Task Order, and Notice to Proceed for Disaster Debris Removal, Reduction and Hauling Services for Crowder Gulf, Inc. in the not to exceed amount of \$550,000.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

November 2, 2018 the City solicited proposals from experienced firms for disaster debris removal, reduction and hauling services. An evaluation committee ranked and recommended Crowder Gulf Inc. on December 13, 2018 to be awarded a 5 year contract for post disaster services. This is the master services agreement, task order and notice to proceed request to start those services January 14th. This task will take 45 days to complete from notice to proceed to clean up and close out of the debris management site. Anticipated close out date will be February 27, 2019. The Master Services Agreement, Task Order and Notice to Proceed are attached for approval.

Staff would like to issue the master services agreement, task order and notice to proceed in the amount of \$550,000.00 with Crowder Gulf Inc. As with all Hurricane Michael expenditures, a budget amendment will be necessary to fund that task order.

AGENDA ITEM # 11

RESOLUTION 19-45

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT AND TASK ORDER WITH CROWDER GULF RELATED TO HURRICANE MICHAEL DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING IN AN AMOUNT NOT TO EXCEED \$550,000; APPROVING A BUDGET AMENDMENT TO FUND THIS EXPENSE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The general form of the Master Services Agreement attached, incorporated and marked Exhibit A is approved for the three firms awarded contracts for disaster debris removal, reduction and hauling services in Resolution 19-34, in substantially the form attached and presented as Exhibit A to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order between the City and Crowder Gulf, relating to Hurricane Michael disaster debris removal, reduction and hauling services, in an amount not to exceed Five Hundred Fifty Thousand Dollars (\$550,000), in substantially the form attached and presented as Exhibit B 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.
3. The following budget amendment (#6) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit C, to reflect receipt and expenditure of funds for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2019.

AGENDA ITEM # //

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

AGENDA ITEM # 11

Resolution 19-45

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND CROWDER GULF JOINT VENTURE, INC.
RELATING TO
DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **CROWDER GULF JOINT VENTURE, INC.** ("Contractor").

In consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. The City retains the Contractor to diligently, competently and timely provide all necessary labor, supervision, equipment and supplies to perform disaster debris removal and disposal services in the preparation, response, recovery, and mitigation phases of any emergency situation or disaster, to include Emergency Debris Road Clearance (PUSH), Debris Removal (including tree and limb removal) and Disaster Debris Site Management, on an as-needed basis. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective agency(s) requirements to maintain a safe working environment in accordance with and as listed in the Bid Form for the **Disaster Debris Removal, Reduction and Hauling RFP**.

B. The Contractor's Scope of Work for providing services under this Agreement is set forth in Exhibit A. Contractor will not be responsible for the preparation of the project worksheets and submittals to Florida department of Emergency Management (FDEM), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA). The City, or the City's contracted Disaster Debris Monitoring Consultant will perform these tasks. Contractor shall provide full support to the City and its contracted Disaster Debris Monitoring consultant for the development of the project worksheets and documentation to support these projects.

C. Upon request, Contractor will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his or her designee, or (iii) a fee determined on a unit-involved basis with a maximum not to exceed cost.

D. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional

Exhibit A

terms related to that specific Task Order, and shall be signed both by the City and by the Contractor. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

E. Contractor acknowledges that this agreement is non-exclusive and that the City may, in its sole and unfettered discretion enter agreements with one or more firms to assist the City with Disaster Debris Removal, Reduction and Hauling. Selection by the City as a Contractor does not guarantee that Contractor will be activated or called on a regular basis during the Agreement term, nor does it guarantee a minimum level of compensation with respect to volume of work or fees. Work will be awarded to Contractors based on Contractor's current workload or availability, expertise in the project area and previous work awarded, all at the City's discretion.

F. This is a FEMA financially assisted project and is subject to all provisions for Federal Regulations Contract Requirements 2C.F.R. §200.317-326 for Debris Removal Services (attached hereto as Exhibit C) and shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

2. COMPENSATION AND PAYMENT:

A. Contractor's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope.

B. Upon written instruction by the City, the Contractor shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Contractor shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Contractor. The additional compensation shall be computed by the Contractor on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Contractor's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Contractor in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Contractor shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Contractor and the City each shall select one

arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with disaster debris removal and disposal services. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Contractor an amount equal to or less than the amount that the City has unilaterally determined, Contractor shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Contractor shall pay the City's reasonable attorney's fees.

C. At the end of each month during which a Task Order shall be outstanding, the Contractor shall submit a separate invoice for services rendered during that month with respect to each Task Order, as follows:

- 1) Where a stipulated sum is specified, the City shall pay Contractor in monthly installments based upon the percentage of satisfactory completion. In support of payment, Contractor shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- 2) Where fees are computed on a unit-involved basis, the City shall pay Contractor monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

D. The acceptance by the Contractor, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Contractor, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. **SCHEDULE:** The estimated schedule for the services required shall be included in each Task Order and related scope of services.

4. **CITY'S RESPONSIBILITY:** The City shall furnish the Contractor with all existing information available and useful in connection with the proposed project now on

file with the City which shall be returned to the City upon the completion of the services to be performed by the Contractor, unless such data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Contractor and the originals returned to the City.

5. CITY'S DESIGNATED REPRESENTATIVE: It is understood and agreed that the City designates the City Public Works Director or his or her designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, drawings, cost estimates, proposals and other documents presented by the Contractor, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Contractor.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Contractor whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6. CHANGES IN SCOPE: The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall not be binding unless mutually agreed upon by and between the City and the Contractor, and incorporated in written amendments to this Agreement.

7. TERMINATION:

A. The City may terminate this contract at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor. The Contractor may terminate this contract at any time by giving at least ninety (90) days prior written notice to the City.

B. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Contractor solely for the reasonable value of the work performed by the Contractor prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Contractor be entitled to overhead and profit on work not performed.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year

first above written for an initial term of five (5) years.

9. INDEMNIFICATION:

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

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

C. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10. DUTY TO PAY DEFENSE COSTS AND EXPENSES:

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

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

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

11. INSURANCE AND PERFORMANCE SECURITY:

A. The Contractor shall not commence work under this Agreement until it has obtained all insurance and bonds required and provided same to the City.

B. The Contractor shall procure and maintain during the life of this Agreement insurance of the following types:

- 1) Worker's Compensation: For all of his employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Contractor shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation - Statutory
Coverage B – Employer's Liability - \$1,000,000.00

- 2) Liability: Comprehensive General Liability insurance including, but not limited to:
 - a) Independent Contractor's Liability;
 - b) Contractual Liability;
 - c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

- 3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.
- 4) Professional Liability: Project specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

C. Certificates of Insurance: The Contractor shall furnish to the City copies of

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

D. Contractor agrees to furnish to the City a performance/contract surety bond in the amount equal to one hundred ten percent (110%) each for the estimated value of the assigned disaster related work within seventy-two (72) hours after written notice to proceed. Such performance security shall be in a form and issued by a surety, financial institution, or other entity acceptable to the City. City may require the posting of additional performance security as a result of any increase in the performance of the disaster event. The contractor shall obtain and deliver such additional security to the City within seventy two hours after receipt of the written request therefore.

12. NEGOTIATION DATA:

The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13. OWNERSHIP OF DOCUMENTS: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Contractor in connection with its services hereunder shall always be the property of the

City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Contractor shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Contractor. The City shall not use the Contractor's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Contractor of its intended use, provides insurance protection for the Contractor for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Contractor.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional Contractor's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Contractor shall retain sole ownership to its pre-existing computer programs and software.

14. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Contractor shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager of his or her designee.

B. The Contractor agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Contractor, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Contractor of liability for delays or other damages as provided by law.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Contractor which delay the project schedule completion date, the City shall grant to the Contractor in writing an extension of time equal to such delays.

D. The Contractor shall maintain an adequate and competent staff of personnel and may associate with other qualified firms for the purpose of rendering services hereunder. All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City. Contractor shall utilize the US Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: 1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and 2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the City.

15. STANDARDS OF CONDUCT:

A. The Contractor covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Contractor agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

16. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: The Contractor shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

17. ASSIGNABILITY: The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. INDEPENDENT CONTRACTOR: The Contractor is and shall remain an

independent contractor and not an employee of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement or representation.

19. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

20. ATTORNEY'S FEES: If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Contractor acknowledges that the performance of disaster debris removal and disposal services and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, Contractors, and counsel assisting and advising the city, as well as direction from the City Manager and City Contractor, and agrees in all things to cooperate with the City and all its consultants as needed.

23. MEDIATION: City and Contractor agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making

shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24. ACCESS TO RECORDS:

A. The Contractor agrees to provide the City, the State of Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor acknowledges that this duty to provide paperwork may arise up to 5 years following completion of the project, and agrees to retain project paperwork for that time period.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

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

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

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the

contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

26. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**THE CITY OF PANAMA CITY BEACH,
FLORIDA,**
a municipal corporation

By: _____
Mario Gisbert, City Manager

ATTEST:

Jo Smith, City Clerk

CROWDER GULF JOINT VENTURE, INC.

WITNESS
PRINT NAME: _____

By: _____
Its: _____

WITNESS
PRINT NAME: _____

EXHIBIT A

SCOPE OF SERVICES SCOPE OF WORK

The City of Panama City Beach is requesting proposals from qualified and experienced contractors to assist the City with debris removal and recovery operations after a wind driven disaster or emergency situation. Duties shall generally include project management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA and City Staff, provision of equipment and personnel in sufficient quantity to rapidly remove and dispose all storm related debris, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the City Manager or his designee. Initial response shall be deemed as having a Contractor's representative physically present at the Bay County Emergency Operations Center within twelve (12) hours after notification of need, unless another timeframe or location is designated in the notice. Performance shall be deemed as the commencement of work as defined by Task Order within twenty-four (24) hours of issuance of Notice to Proceed. Should the recovery work not be fully underway within seventy-two (72) hours of the event, the liquidated damages clause may be imposed.

All payments under the contract resulting from the Request for Proposal shall be made only for services requested and approved by the City. There shall be no retainer paid in order to keep the contract in effect.

The City seeks a company to provide the designated services including operations and management, logistical support, construction and technical assistance after any of the following disaster situations including, but not limited to: Hurricane, tornado or other wind driven severe weather disaster, or emergency.

The City will contract for the provision of personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed by the City by specific task orders to the Contractor. The Contractor must have available a wide variety of emergency preparedness, response, recovery and mitigation resources.

The Contractor shall be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its work responsibilities for this project.

DEBRIS REMOVAL MANAGEMENT activities include, but are not limited to, furnishing all labor, materials and equipment to accomplish the following types of tasks:

- Clearing and/or removing debris from the public right-of-way, streets and roads or privately owned property as required to secure the public safety;
- Management and operation of storage and debris reduction sites to accept, process, reduce, incinerate (with County approval) and dispose of event related debris;
- As directed, demolition and removal of condemned structures and buildings that pose a threat to public safety as a result of the event;
- Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal;
- Providing all permits and services necessary for the containment, clean up, removal,

The City feels that it is in the best interest of the health and safety of its citizens to provide this service.

No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

DEBRIS SEPARATION /REDUCTION AND DEBRIS MANAGEMENT SITES (DMS)

The Contractor shall operate and manage the equipment necessary in reduction of all vegetative debris on the City's DMS sites. All actions will be implemented by the Contractor only with prior approvals from the City. Actions taken by the Contractor will include, but are not limited to the following:

- * Provide the City a video record of the pre- and post-use conditions of the DMS.
- * Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to implementation.
- * Provide adequate fire protection/fighting equipment, including water truck and hoses, on site throughout the operational period of reduction and hauling.
- * Comply with any applicable environmental requirements to include silt fencing, dust control, hazardous materials, and/or water retention berms.
- * Confine hours of operation of the DMS to those determined by the City.
- * Process debris by methods they may include, but not be limited to, reduction by grinding, or other alternative methods of reduction, such as compaction.
- * Prior to reduction, segregate all debris between vegetative, construction and demolition debris, white goods, and hazardous waste.
- * Develop and implement, with approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the DS.
- * Provide the City with proper and acceptable documentation (including destination, tickets, and volume/weight) for final disposal of debris.
- * Upon closure of the DMS, restore the site to its pre-use condition, meeting all regulatory requirements for site closure.

REPORTING AND DOCUMENTATION

Contractor shall submit periodic written reports in a format required by the City documenting the progress of reduction and disposal. These reports may include, but are not limited to:

1. Daily Reports:

Daily reports may detail the quantity of debris (by type) reduced and disposed of, the total number of personnel by job title engaged in debris management operations, and the number and type of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by debris operation and or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

2. Weekly Reports:

A summary of all information contained in the daily reports shall be provided to the City within two days of the close of the week. That data making up the weekly summaries shall include: contractor, load ticket number, load date, load location (which DMS site), truck/yardage, percent full, calculated yardage (or weight if applicable) field monitor name/number, debris material category, daily and cumulative hours for each piece of machinery, daily and cumulative hours for personnel (by position if appropriate), volumes of debris handled. Reconciliation of data will be accomplished weekly between the Contractor and the City's representative. All discrepancies will be resolved within five days.

3. Final Project Closeout:

Upon final inspection and/or closeout of the project by the City, Contractor shall prepare and submit a detailed description of all debris management activities in a spreadsheet. The Contractor shall provide a release of liens demonstrating that all subcontractors to the Contractor are fully paid. The contractual agreement will provide any other additional information as necessary to adequately document the conduct of the debris management operations for the City. The City must approve final project reconciliation.

4. Certification of Vehicles and Load Capacity:

Contractor shall ensure that all equipment is certified in accordance with most current FEMA guidelines. After a disaster, the City, will begin the equipment certification at the established DMS sites. All Contractor and Sub-Contractor trucks shall have valid registrations, insurance, tarps, etc., as well as all-applicable motor vehicle safety requirements. Drivers shall possess valid licenses. Truck body dimensions shall be measured and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver will be provided up to two (2) copies of the certification sheet for the Contractor and Sub-Contractor's records.

5. Utilization of a Standardized Load Ticket:

The Contractor and all Sub-Contractors will utilize a standard "load ticket" (format as provided by the City) for documenting each load debris from the DMS to the final disposal location as indicated.

6. Report Maintenance:

Contractor will be subject to audit by federal, state, and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than five (5) years from projects closeout.

HAND LOADING

The preference is for all debris to be mechanically and reasonably compacted. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand loaded truck or trailer by fifty percent (50%) because of the low compaction achieved by hand loading. For example, if a 40 cubic yard (CY) hand loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY (40 CY* 50%). In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY {[40 CY/2] * 50%}. The maximum amount recorded for a hand loaded vehicle will be fifty percent (50%) of its measured capacity.

NOTE: ABOVE IS FOR PURPOSE OF EXAMPLE ONLY. Latest FEMA GUIDELINES SHALL APPLY

SUBCONTRACTORS

The Contractor shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel.

Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.

The City may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided. Subcontractor(s) shall only perform work for one firm.

In its proposal to the City, the Contractor will provide information as to what percentage of work described herein will be subcontracted.

COSTS FOR SCOPE OF WORK

Measurement and Payment for Gathering, Pick-up and Hauling to DDMS; Processing of Debris from Public Rights-of-Way; Hauling of Debris from DDMS to Final Disposal Site

The Contractor will not be compensated for disposing of any material not defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be

allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal costs (Landfill Tipping Fees) shall be the responsibility of the City.

MODIFICATION OF WORK

The City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall:

- Provide an estimate for the increase or decrease in cost due to the contemplated change;
- Notify the City of any estimated change in the completion date;
- Advise the City, in writing, if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract.

Upon written instruction by the City, the Contractor shall suspend work on any portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written Amendment or Change Order has been issued and signed by each of the parties.

RETAINAGE / COMPLETION OF WORK

The City shall withhold a retainage fee in the amount of ten percent (10%) of the value of the work until such time as the work is considered complete. This work shall not be considered complete until any damage to public or private property has been repaired to the satisfaction of the City. Any repairs to private property shall include a signed release from the owner.

FINAL PAYMENT

It is anticipated that for a Category 3 (or less) hurricane that work shall be complete within sixty (60) days of initial Notice to Proceed. More severe storms are anticipated to take longer to complete.

In order for both parties herein to close their books and records, the Contractor will clearly state 'final invoice' on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the Contractor.

STAFFING REQUIREMENTS – CONTRACTOR

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of the City or have any contractual relationship with the City that has not

been disclosed. The City will determine if a conflict exists & notify the parties accordingly.

All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

UNAUTHORIZED ALIEN WORKERS

The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). The City shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

STAFFING REQUIREMENTS CITY

The City will provide a Storm Debris Removal Project Coordinator to act as Liaison between City staff, FEMA and Contractor. This person will oversee the City's interest in the entire storm debris removal operation, and assure FEMA and contract compliance.

MINIMUM LEVEL OF SERVICE

The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a "declared emergency" in the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City. This shall be based on the actual severity and impact of the event.

PERFORMANCE REMEDY NOTIFICATION

Failure of the Contractor to meet the minimum level of service commitments, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to respond (in writing) and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor or its Surety.

LIQUIDATED DAMAGES

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, that the City reserves the right to assess damages in the event that the Contractor response is not timely in accordance with the terms of this Agreement and the

Contractor agrees to pay the City said sum for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for STARTING the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and the Contractor further agrees that the said sum amount is reasonable of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

MOST FAVORABLE PRICING

By submitting a response to this Request for Proposal, the contractor guarantees the City that the prices reflected in this proposal are no higher than those charged the Contractor's most favored customer for the same or substantially similar service.

ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, and City regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the proposer responsible for same.

GENERAL REQUIREMENTS

OTHER CONSIDERATIONS

Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the City.

The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

The Contractor shall be responsible for removing all abandoned equipment from the public and private property that was used under this contract.

The Contractor is not permitted to store equipment or trucks on public property without the approval of the City.

There shall be no overnight parking or camping on public property without the approval of the City.

The Contractor is encouraged to employ experienced and qualified local subcontractors.

OTHER CONTRACTS

Other contracts may be issued for the purpose of removing disaster related debris within the City. The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this contract.

EQUIPMENT

The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal of all non-grindable or nonburnable debris and ash residue, and any other equipment which may be necessary for the performance of this contract.

Prior to commencing debris reduction and disposal operations, the Contractor shall present to the City, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators). All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by the City. Damaged sideboards must be repaired prior to arriving at the dumpsite.

All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to hold the tailgate securely closed during transit, rubber bungee cords will not be permitted. The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The City reserves the right to refuse equipment that is demand unsafe or inadequate. All equipment used for hauling debris shall be measured and marked for its load capacity.

The Contractor shall supply pre-approved measurement forms for each hauling container used under this contract. Prior to commencing debris removal operations, the Contractor shall present to the City all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking. Trucks and trailers designated for use under this contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique

identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract.

Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by the City. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the City. Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

Trucks or equipment that are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

LOAD TICKETS

A five (5) part Load Ticket will be used for recording volumes of debris removed and processed. Refer to attached sample.

At a minimum each ticket will contain the following information:

- City Debris Load Ticket (as a title)
- Contractor Name
- Ticket Number
- Load Site Location
- Date
- Load Site Zone
- Truck (Container) Number
- Capacity (Container)
- Total Debris Volume (Quantity)
- Dump Site Name (Location)
- Debris Classification (Vegetation, C&D, Mixed, Other)
- Comment Section
- Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)

A City Load Site Monitor will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the dumpsite, the vehicle operator will give the five copies to the City Disposal Site Monitor at the dumpsite, The City will validate, retain one copy and give one copy to the driver, and three copies to the Contractor, (one copy for the sub-contractor and two copies for the prime contractor).

The Debris Removal Contractor will not be permitted to unload the debris at a DDMS/dump site without an approved Load Ticket that was supplied by their assigned monitor. The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the City. The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the DDMS sites. The DDMS Site Management Contractor shall supply all Load

Tickets for the use of tracking the final haul out of processed debris.

A City Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the City. Load measurements will be documented on Load Tickets.

The Contractor shall keep a daily updated log, in each DDMS site inspection tower, of all loads received, including the total volume of debris in each load. The Contractor shall provide a copy of all daily log sheets at the end of each business day.

TRAFFIC CONTROL

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.

The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. The Contractor must be qualified and provide the City with copies of certifications to conduct traffic control operations on roads.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

HAZARDOUS WASTE SPILLS – if applicable

The Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and the City immediately following discovery. A written follow-up report shall be submitted to the City no later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.

- Containment procedures initiated.
- Summary of all communications the Contractor has had with press, agencies, or Government officials other than the City.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND [] RELATING TO DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING SERVICES dated _____, 2018, (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, Contractor agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

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

____ a stipulated sum of \$ _____; 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 or her designee,

Allowance of \$ _____ for _____, and

Allowance of \$ _____ for _____; or

____ a fee determined on a unit-involved basis with a maximum not to exceed cost of \$ _____;

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

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

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

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

Witness:

[]

By: _____ Date: _____

Its:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

By: _____ Date: _____

City Manager

City Clerk

AGENDA ITEM # _____

11

EXHIBIT C

FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R §200.317-326 FOR DEBRIS REMOVAL SERVICES

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

TERMINATION FOR CONVENIENCE

The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the City as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, the City may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the awarded bidder and the City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due the City from the awarded bidder is determined.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(1) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps must include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for

further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

(1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including

watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any Disaster Debris Disposal and Removal Services 53 Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY EFFICIENCY AND CONSERVATION ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the Disaster Debris Disposal and Removal Services period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (AS AMENDED)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2019-01

DATE
1/10/2019

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND CROWDER GULF JOINT VENTURE, INC. RELATING TO DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING SERVICES dated _____, 2018, (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, Contractor agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Hurricane Michael recovery.

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

___ a stipulated sum of \$ _____; 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 or her designee,

Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or

a fee determined on a unit-involved basis with a maximum not to exceed cost of \$ 550,000.00;

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

Work shall begin on January 14, 2019, and shall be completed within 45 calendar days. The date of completion of all work is therefore February 27, 2019. Liquidated delay damages, if any, are set at the rate of \$ 500.00 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 Contractor and City, Contractor is directed to proceed.

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

Witness:

CROWDER GULF JOINT VENTURE, INC.

By: _____ Date: _____
Its:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

By: _____ Date: _____
City Manager

Exhibit B AGENDA ITEM # 11

ATTACHMENT A

SCOPE OF WORK

Duties shall generally include DMS management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA and City Staff, provision of equipment and personnel in sufficient quantity to rapidly remove and dispose all storm related debris, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the City Manager or his designee.

All payments under the contract shall be made only for services requested and approved by the City. There shall be no retainer paid in order to keep the contract in effect.

The Contractor shall be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office/restroom space for conducting its work responsibilities for this project.

DEBRIS REMOVAL MANAGEMENT

Activities include, but are not limited to, furnishing all labor, materials and equipment to accomplish the following types of tasks:

- Management and operation of debris reduction sites to process, reduce, incinerate (with City approval) and dispose of event related debris;
- Providing lift equipment for site monitors, load tickets, field inspection reports and other data sufficient to provide substantiation for FEMA and State reimbursement.

MOBILIZATION - Debris Removal / DDMS Management

The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within the specified date provided in Exhibit B Task Order and Notice to Proceed.

DEBRIS SEPARATION /REDUCTION AND DEBRIS MANAGEMENT SITES (DMS)

The Contractor shall operate and manage the equipment necessary in reduction of all vegetative debris on the City's DMS sites. All actions will be implemented by the Contractor only with prior approvals from the City. Actions taken by the Contractor will include, but are not limited to the following:

- * Provide the City a video record of the pre- and post-use conditions of the DMS.
- * Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to implementation.

AGENDA ITEM # 11

Attachment to Exhibit B

- * Provide adequate fire protection/fighting equipment, including water truck and hoses, on site throughout the operational period of reduction and hauling.
- * Comply with any applicable environmental requirements to include silt fencing, dust control, hazardous materials, and/or water retention berms.
- * Confine hours of operation of the DMS to those determined by the City.
- * Process debris by methods that may include, but not be limited to, reduction by grinding, or other alternative methods of reduction, such as compaction.
- * Prior to reduction, segregate all debris between vegetative, construction and demolition debris.
- * Provide the City with proper and acceptable documentation (including destination, tickets, and volume/weight) for final disposal of debris.
- * Upon closure of the DMS, restore the site to its pre-use condition, meeting all regulatory requirements for site closure.

REPORTING AND DOCUMENTATION

Contractor shall submit periodic written reports in a format required by the City documenting the progress of reduction and disposal. These reports may include, but are not limited to:

1. Daily Reports:

Daily reports may detail the quantity of debris (by type) reduced and disposed of, the total number of personnel by job title engaged in debris management operations, and the number and type of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by debris operation and or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

2. Weekly Reports:

A summary of all information contained in the daily reports shall be provided to the City within two days of the close of the week. That data making up the weekly summaries shall include: contractor, load ticket number, load date, load location (which DMS site), truck/yardage, percent full, calculated yardage (or weight if applicable) field monitor name/number, debris material category, daily and cumulative hours for each piece of machinery, daily and cumulative hours for personnel (by position if appropriate), volumes of debris handled. Reconciliation of data will be accomplished weekly between the Contractor and the City's representative. All discrepancies will be resolved within five days.

3. Final Project Closeout:

Upon final inspection and/or closeout of the project by the City, Contractor shall prepare and submit a detailed description of all debris management activities in a spreadsheet. The Contractor shall provide a release of liens demonstrating that all subcontractors to the Contractor are fully paid. The contractual agreement will provide any other additional information as necessary to adequately document the conduct of the debris management operations for the City. The City must approve final project reconciliation.

4. Certification of Vehicles and Load Capacity:

Contractor shall ensure that all equipment is certified in accordance with most current FEMA guidelines. After a disaster, the City, will begin the equipment certification at the established DMS sites. All Contractor and Sub-Contractor trucks shall have valid registrations, insurance, tarps, etc., as well as all-applicable motor vehicle safety requirements. Drivers shall possess valid licenses. Truck body dimensions shall be measured and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver will be provided up to two (2) copies of the certification sheet for the Contractor and Sub-Contractor's records.

5. Utilization of a Standardized Load Ticket:

The Contractor and all Sub-Contractors will utilize a standard "load ticket" (format as provided or agreed upon with the City) for documenting each load debris from the DMS to the final disposal location as indicated.

6. Report Maintenance:

Contractor will be subject to audit by federal, state, and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than five (5) years from projects closeout.

HAND LOADING

The preference is for all debris to be mechanically and reasonably compacted. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand loaded truck or trailer by fifty percent (50%) because of the low compaction achieved by hand loading. For example, if a 40 cubic yard (CY) hand loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY (40 CY* 50%). In the same manner, if the truck or trailer appears half full, the load will be recorded

as 10 CY {[40 CY/2] * 50%}. The maximum amount recorded for a hand loaded vehicle will be fifty percent (50%) of its measured capacity.

NOTE: ABOVE IS FOR PURPOSE OF EXAMPLE ONLY. Latest FEMA GUIDELINES SHALL APPLY

SUBCONTRACTORS

The Contractor shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel.

Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.

The City may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided. Subcontractor(s) shall only perform work for one firm.

In its proposal to the City, the Contractor will provide information as to what percentage of work described herein will be subcontracted.

COSTS FOR SCOPE OF WORK

Measurement and Payment for Processing/Reduction of Debris from DDMS; Hauling of Debris from DDMS to Final Disposal Site

The Contractor will not be compensated for disposing of any material not defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal costs (Landfill Tipping Fees) shall be paid by the Contractor and reimbursed by the City.

MODIFICATION OF WORK

The City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall:

- Provide an estimate for the increase or decrease in cost due to the contemplated change;
- Notify the City of any estimated change in the completion date;
- Advise the City, in writing, if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract.

Upon written instruction by the City, the Contractor shall suspend work on any portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written Amendment or Change Order has been issued and signed by each of the parties.

RETAINAGE / COMPLETION OF WORK

The City shall withhold a retainage fee in the amount of ten percent (10%) of the value of the work until such time as the work is considered complete. This work shall not be considered complete until any damage to public or private property has been repaired to the satisfaction of the City. Any repairs to private property shall include a signed release from the owner.

FINAL PAYMENT

It is anticipated that for a Category 3 (or less) hurricane that work shall be complete within sixty (60) days of initial Notice to Proceed. More severe storms are anticipated to take longer to complete.

In order for both parties herein to close their books and records, the Contractor will clearly state 'final invoice' on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the Contractor.

STAFFING REQUIREMENTS – CONTRACTOR

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of the City or have any contractual relationship with the City that has not been disclosed. The City will determine if a conflict exists & notify the parties accordingly.

All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

UNAUTHORIZED ALIEN WORKERS:

The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). The City shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

STAFFING REQUIREMENTS CITY

The City will provide a Storm Debris Removal Project Coordinator to act as Liaison between City staff, FEMA and Contractor. This person will oversee the City's interest in the entire storm debris reduction/removal operation, and assure FEMA and contract compliance.

MINIMUM LEVEL OF SERVICE

The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a "declared emergency" in the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City. This shall be based on the actual severity and impact of the event.

PERFORMANCE REMEDY NOTIFICATION

Failure of the Contractor to meet the minimum level of service commitments, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to respond (in writing) and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor or its Surety.

LIQUIDATED DAMAGES

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, that the City reserves the right to assess damages in the event that the Contractor response is not timely in accordance with the terms of this Agreement and the Contractor agrees to pay the City said sum for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for STARTING the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and the Contractor further agrees that the said sum amount is reasonable of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, and City regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the proposer responsible for same.

GENERAL REQUIREMENTS

OTHER CONSIDERATIONS

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the City.

The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

The Contractor shall be responsible for removing all abandoned equipment from the public and private property that was used under this contract.

The Contractor is not permitted to store equipment or trucks on public property without the approval of the City.

There shall be no overnight parking or camping on public property without the approval of the City.

The Contractor is encouraged to employ experienced and qualified local subcontractors.

OTHER CONTRACTS Other contracts may be issued for the purpose of removing disaster related debris within the City. The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this contract.

EQUIPMENT The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal of all non-grindable or nonburnable debris and ash residue, and any other equipment which may be necessary for the performance of this contract.

Prior to commencing debris reduction and disposal operations, the Contractor shall present to the City, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators). All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by the City. Damaged sideboards must be repaired prior to arriving at the dumpsite.

All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to hold the tailgate securely closed during transit, rubber bungee cords will not be permitted. The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The City reserves the right to refuse equipment that is demand unsafe or inadequate. All equipment used for hauling debris shall be measured and marked for its load capacity.

The Contractor shall supply pre-approved measurement forms for each hauling container used under this contract. Prior to commencing debris removal operations, the Contractor shall present to the City all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking. Trucks and trailers designated for use under this contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract.

Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by the City. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the City. Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

Trucks or equipment that are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

LOAD TICKETS A five (5) part Load Ticket will be used for recording volumes of debris removed and processed. Refer to attached sample:

At a minimum each ticket will contain the following information:

- City Debris Load Ticket (as a title)
- Contractor Name
- Ticket Number
- Load Site Location
- Date
- Load Site Zone
- Truck (Container) Number
- Capacity (Container)
- Total Debris Volume (Quantity)
- Dump Site Name (Location)
- Debris Classification (Vegetation, C&D, Mixed, Other)
- Comment Section
- Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)

The DDMS Site Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.

A City Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the City. Load measurements will be documented on Load Tickets.

The Contractor shall keep a daily updated log, in each DDMS site inspection tower, of all loads received, including the total volume of debris in each load. The Contractor shall provide a copy of all daily log sheets at the end of each business day.

TRAFFIC CONTROL

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.

The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. The Contractor must be qualified and provide the City with copies of certifications to conduct traffic control operations on roads.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

HAZARDOUS WASTE SPILLS – if applicable

The Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and the City immediately following discovery. A written follow-up report shall be submitted to the City no later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).

- Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved. • Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor has had with press, agencies, or Government officials other than the City.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

ATTACHMENT B
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES
FEE SCHEDULE

Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.

DDMS SITE MANAGEMENT, OPERATIONS AND REDUCTION Work consists of managing and operating DDMS sites and reducing Eligible disaster debris through grinding or source separation and reduction. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY
Vegetative Grinding	\$3.95

HAUL-OUT OF REDUCED ELIGIBLE DEBRIS TO A CITY DESIGNATED FINAL DISPOSAL SITE Work consists of loading and transporting reduced Eligible disaster related debris from a City approved DDMS site to a City Designated Final Disposal Site.	Price per CY
0-15 miles	\$3.00
16-30 miles	\$5.90
31-60 miles	\$7.90
61+ miles	\$8.90
Total	

C&D DEBRIS REDUCTION/REMOVAL Work consists of reducing and transportation of Eligible C&D Debris from a City approved DDMS site to Designated Final Disposal Site.	Price per CY
0-15 miles	\$6.95
16-30 miles	\$7.25
31-60 miles	\$7.25
61+ miles	\$8.50
Total	

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

No. BA # 6

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-4100-541.52-91	Hurricane Michael	0.00	550,000.00	550,000.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	5,493,689.00	(550,000.00)	4,943,689.00
		Check Adjustment Totals:	5,493,689.00	0.00	5,493,689.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the budget to provide for Hurricane Michael debris removal as authorized by Resolution 19-34

approved by the City Council 12/13/18

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM # 11

Exhibit C

REGULAR ITEM

12



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
JANUARY 10, 2019

3. REQUESTED MOTION/ACTION:
DISCUSS HIRING AND COMPENSATION OF A NEW CITY CLERK.

4. AGENDA

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

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

THE CITY CLERK IS A CHARTER OFFICE APPOINTED BY THE CITY COUNCIL. THE COMPENSATION OF THE CITY CLERK SHALL BE AS DETERMINED BY THE CITY COUNCIL.

THE CITY HAS ADVERTISED THE POSITION OF CITY CLERK, AND RECEIVED FIVE APPLICATIONS. EACH APPLICANT HAS BEEN INTERVIEWED BY THE CITY MANAGER.

STAFF SEEKS DIRECTION FROM THE COUNCIL ON CHOOSING AN APPLICANT AND NEGOTIATING A CONTRACT OF EMPLOYMENT. STAFF HAS PREPARED A FORM EMPLOYMENT AGREEMENT FOR THE COUNCIL'S CONSIDERATION.

RESOLUTION 19-43

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain employment Agreement between the City and _____, relating to the terms and conditions of her employment as City Clerk, providing for an annual salary of _____ (\$ _____) together with benefits as more particularly described in the body of the Agreement, 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 special session this ___ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Panama City Beach, Florida, a Florida municipal corporation (the "City") and [] (sometimes the "City Clerk").

WITNESSETH:

WHEREAS, the City desires to employ [] as City Clerk of the City, as provided for in Article 3 of the City's Charter; and

WHEREAS, the City, through its City Council, desires to provide for certain benefits and compensation for the City Clerk and to establish conditions of employment applicable to the City Clerk; and

WHEREAS, [] desires to accept employment as City Clerk of the City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The City Council hereby hires and appoints [] as its City Clerk, under the terms established herein, to perform the duties and functions specified in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City's employment of [] as City Clerk shall become effective [] [*nunc pro tunc*]. This Agreement shall remain in effect until terminated by the City or by the City Clerk as provided herein.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the City agrees to pay the City Clerk an annual salary of \$[], payable in installments at the same time as other City employees are paid.

B. After the first year of the contract, should the general staff receive a cost of living increase, the City Clerk will receive the same increase at the same time as the other staff.

C. The City may also wish to increase said base salary and/or other benefits of the City Clerk in such amounts and to such an extent as the City Council may determine desirable on the basis of an annual performance evaluation of the City Clerk. Such evaluation shall be in such form and at such times as the Council deems appropriate.

D. Nothing in this Section shall require the City to increase the base salary or other benefits of the City Clerk.

Section 3. Duties and Obligations.

A. The City Clerk shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City. The City Clerk agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability and in a professional and competent manner.

B. The City Clerk shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform her duties under this Agreement. She shall not serve or become employed by any other entity while this agreement is in effect. The City Clerk may, however, engage in educational and professional activities upon receipt of approval by the City Council, provided that such activities shall not interfere with her primary obligation to the City as its City Clerk. The City Clerk shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder.

C. In the event the City Clerk shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to her professional activities, in the event any monies are paid, or gifts received, by the City Clerk related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

Section 4. Communications Equipment

The City shall provide the City Clerk with a city cell phone and pay the minimum monthly charge for service. The City Clerk shall pay any additional charges incurred due to personal use by reimbursing the City promptly.

Section 5. Dues and Subscriptions

The City agrees to pay the City Clerk's professional dues for membership in one Florida local government clerks' association, and such other professional dues and subscriptions on behalf of the City Clerk as may be approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

Section 6. Professional Development

The City agrees to pay reasonable and customary travel and subsistence expenses for the City Clerk's travel to and attendance at least one annual, professional conference of Florida local government clerks. The City may choose to pay for the City Clerk's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Council action.

Section 7. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the City Clerk to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

Section 8. Vacation and Sick Leave

The City Clerk shall be entitled to two (2) week's vacation leave annually or as much as a department head with the same amount of service, whichever is greater. Accrual and pay-out of accumulated leave shall be governed by the same policies as those that govern other City employees.

Section 9. Holidays

The City Clerk is entitled to the same paid holidays as the general City staff.

Section 10. Health, Dental, Life and Disability Insurance

The City agrees to provide, or make available, health insurance and other benefits to the City Clerk on the same terms and conditions as are established from time to time for all City employees generally.

Section 11. Retirement.

The City and the City Clerk acknowledge that the City Clerk may participate in the General Employees' Retirement Fund under the terms and conditions as may from time to time be established for that Fund.

Section 12. Termination by the City

A. The City Clerk shall serve at the pleasure of the City Council and shall not be a member of the City's Civil Service, and the City Council may terminate this Agreement and the City Clerk's employment with the City at any time, for any reason or for no reason.

Section 13. Termination by the City Clerk

The City Clerk may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than ninety (90) days prior to the effective date of the termination. If the City Clerk voluntarily resigns pursuant to this Section, the City shall pay to the City Clerk all accrued compensation due the City Clerk up to the City Clerk's final day of employment, including any accrued personal time off. The City shall have no further financial obligation to Employee pursuant to this Agreement. This subsection shall not prevent the City Clerk from collecting any money earned as a result of participation in the City's retirement program.

Section 14. Disability

If the City Clerk becomes unable to perform her duties because of sickness, accident, injury, mental incapacity or health (but excluding death), for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement.

Section 15. Indemnification.

A. City shall defend, save harmless, and indemnify the City Clerk against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Clerk reasonably believes to be in the scope of her duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Clerk committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Clerk shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. Said indemnification shall survive the termination of employment and the termination or expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Clerk's capacity as a City employee, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 16. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Clerk under any policy, regulation, ordinance or law.

Section 17. Code of Ethics

The "Code of Ethics" promulgated by Florida Association of City Clerks is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to guide the City Clerk's duties, responsibilities, conduct and actions as City Clerk of the City.

Section 18. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 19. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement, or the failure to demand strict compliance with any provision, shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision, or as a modification of the same or any other provision.

C. This Agreement is a personal agreement between the City and the City Clerk and may not be voluntarily assigned or involuntarily transferred.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the 14th Judicial Circuit, in and for Bay County, Florida.

F. Upon City Clerk's death, the City's obligations under this Agreement shall terminate except for the following which shall be for the benefit of the City Clerk's personal representative or heirs:

1. Transfer of ownership of retirement funds, if any, to her designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other by reason of authorship, and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

Executed by the CITY this _____ day of _____, 20[].

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas,
Mayor

By: _____
Mario Gisbert,
City Manager

ATTEST:

[]

APPROVED AS TO LEGALITY AND FORM:

Amy Myers, City Attorney

Executed by the CITY CLERK this _____ day of _____, 20[].

Witnesses:

Signature

[]

Print Name

Signature

Print Name