

# PANAMA CITY BEACH CITY COUNCIL AGENDA

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

MEETING DATE: JULY 25, 2019  
MEETING TIME: 9:00 a.m.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – COUNCILMAN CASTO
- III. PLEDGE OF ALLEGIANCE – COUNCILMAN CASTO
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES  
REGULAR MEETING – JUNE 27, 2019  
CITY COUNCIL AND PLANNING BOARD WORKSHOP – JUNE 27, 2019  
SPECIAL MEETING – JULY 11, 2019  
REGULAR MEETING – JULY 11, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN CASTO
  - 1 “DUCK RACE FOR BEACH CARE SERVICES” PRESENTATION
  - 2 “PARKS AND RECREATION MONTH” PROCLAMATION & PRESENTATION TO JIM PONEK
  - 3 PARKS AND RECREATION DEPARTMENT UPDATE
  - 4 RESIDENTS OF HOMBRE GOLF COURSE ON PROPOSED FUTURE CONSTRUCTION
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
  - 1 **“NATIONAL KOREAN WAR VETERANS ARMISTICE DAY” PROCLAMATION.** *“A Proclamation honoring July 27<sup>th</sup> as “National Korean War Veterans Armistice Day” in Panama City Beach.”*
  - 2 **RESOLUTION 19-112, BID AWARD – FRANK BROWN PARK LIGHTING PROJECT.** *“A Resolution of the City of Panama City Beach, Florida,*

*approving an agreement with M. Gay Constructors, Inc. related to the Frank Brown Park Lighting Project in the amount of \$1,185,900."*

- 3        **RESOLUTION 19-113, BID AWARD – SEA OATS DRAINAGE IMPROVEMENTS – PHASE 2.** *"A Resolution of the City of Panama City Beach, Florida approving an agreement with Utility Solutions Group, LLC related to the Sea Oats Drainage Improvements Phase 2 in the amount of \$432,610."*

**X.        REGULAR AGENDA - DISCUSSION/ACTION**  
**NO.      OFFICIAL ITEM**

- 1        **MG      RESOLUTION 19-108, APPROVAL OF PROFESSIONAL SERVICES FOR RIGHT-OF-WAY ASSESSMENT & BUDGET AMENDMENT #47.**
- 2        **MG      RESOLUTION 19-114, SPECIAL EVENTS RATES.**
- 3        **ML      RESOLUTION 19-115, AMENDING BUILDING AND PLANNING FEE SCHEDULE.**
- 4        **JP      RESOLUTION 19-116, SWIM TEAM (PCST) AGREEMENT.**
- 5        **MG      ORDINANCE 1494, BEACH SAFETY, 1<sup>ST</sup> READING.**
- 6        **MG      CITY MANAGER HIRING PROCESS – DISCUSSION.**

**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.**

**\*Action items noted with an asterisk are taken both by the City Council and the Panama City Beach Redevelopment Agency jointly and concurrently.**

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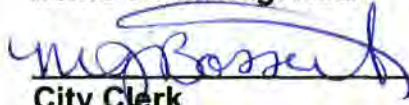
PAUL CASTO	<u>  X  </u>
PHIL CHESTER	<u>  X  </u>
GEOFF MCCONNELL	<u>  X  </u>
HECTOR SOLIS	<u>  X  </u>
MIKE THOMAS	<u>  X  </u>


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

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

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

 7/22/19  
City Clerk Date

 7/22/19  
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.**

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E-mailed to interested parties and posted on the website on: 07/22/19 4 p.m.

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE [WWW.PCBGOV.COM](http://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 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 June 27, 2019.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

MARIO GISBERT

CITY CLERK:

MARY JAN BOSSERT

CITY ATTORNEY:

AMY MYERS

Mayor Thomas called the Regular Meeting to order at 9 a.m. with all Councilmen, the City Manager, City Clerk, and City Attorney present.

Pastor Wayne Asprodites of Destiny Worship Center gave the invocation and Councilman McConnell led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting June 13, 2019 were read. **Councilman Casto made the motion to approve the Minutes as written. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman Solis requested add discussion of water safety during double red flags. Mr. Gisbert requested to add two updated Information Technology job descriptions. **Councilman McConnell made the motion to approve the agenda with the additions. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**PRESENTATIONS**

1 **UTILITIES DEPARTMENT UPDATE.** Mr. Shortt gave a PowerPoint presentation on the Utilities Department. He explained the department's mission is to responsibly

provide high levels of customer service to the community and preserve our environment. He provided a detailed breakdown of the Utilities Department's consists of six divisions.

Mr. Shortt explained the City has the lowest combined water and sewer rate in Bay County. Mr. Shortt provided a detailed presentation on the current state of the City's system and areas of future growth including the City's 152 lift stations and the possibility of future projects to extend the sewer system to Laguna Beach that is currently served by septic systems. Mr. Shortt explained the most immediate need is the capability to attract and retain qualified entry-level personnel. He suggested giving a short-term incentive to new employees. Councilman Solis noted the City's excellent benefits and hoped the City was highlighting those benefits to potential applicants. Councilman McConnell thanked the department for their work as unsung heroes in restoring service following Hurricane Michael. The Council thanked Mr. Shortt, for his excellent leadership and his department's performance. Discussion ensued.

**2 OWEN BEITSCH – RIGHT-OF-WAY ASSESSMENT.** Ms. Myers introduced Dr. Owen Beitsch and his company's work for the City. Mr. Beitsch explained the need for a CRA right-of-way assessment due to the capital costs of project infrastructure, along with continued administrative, operational, and maintenance expenses. He explained the assessment would only apply to those parcels inside the Front Beach Road CRA district. Dr. Beitsch explained that under the proposed formula the assessment would be based upon a number of factors to assess the benefit to the property. Discussion ensued.

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

Mayor Thomas opened the Public Comments section of the meeting at 10:20 a.m. and invited comments. There were none. He closed the Public Comments at 10:20 a.m.

#### **CONSENT AGENDA**

Ms. Bossert read the Consent Agenda Items by title.

**ITEM 1 RESOLUTION 19-97, BID AWARD – THOMAS DRIVE AND BEACH DRIVE UTILITIES IMPROVEMENTS PHASE 1.** *“A Resolution of the City of Panama City Beach, Florida approving an agreement with Gulf Coast Utility Contractors, LLC related to the Thomas Drive and Beach Drive Utilities Improvements – Phase I, In the total amount of \$2,038,510.”*

**ITEM 2 RESOLUTION 19-98, PIER PARK ROAD CLOSURES – 4TH OF JULY.** *“A Resolution of the City of Panama City Beach, Florida authorizing temporary closures of a portion of Pier Park Drive on July 4, 2019, for the “Star Spangled Spectacular” Event.”*

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

<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

#### **REGULAR AGENDA**

**ITEM 1 RESOLUTION 19-99, RIGHT OF WAY ASSESSMENT DIRECTORY RESOLUTION.** Ms. Myers read Resolution 19-99 by title. Councilman Chester asked Mr. Campbell to approach the podium. Councilman Chester asked if the CRA roads are under control by the Florida Department of Transportation. Mr. Campbell explained the majority of Front Beach Road is under DOT control with the exception of the completed CRA segments. Ms. Myers stated a primary objective of the CRA is funding and financing of the CRA. She explained the Council has executed every funding alternative contemplated at the CRA's creation except a right of way assessment.

Councilman McConnell explained the reason he ran for office was his belief that the City did not historically keep up with the infrastructure costs and maintenance. He commented if the City delays this process, it will hurt the community financially. The system needs to be maintained and it's the Council's responsibility to plan ahead for cost and maintenance.

**Councilman McConnell made the motion to approve Resolution 19-99. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**ITEM 2 RESOLUTION 19-100, SETTING SUMMER SPECIAL MEETINGS.** Ms. Myers read Resolution 19-100 by title. There were no comments.

**Councilman Chester made the motion to approve Resolution 19-100. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**ITEM 3 RESOLUTION 19-101, BUDGET AMENDMENT FOR PURCHASE OF 156 ESCANABA AVENUE.** Ms. Myers read Resolution No. 19-101 by title. There were no comments.

**Councilman Casto made the motion to approve Resolution 19-101. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**ITEM 4 ORDINANCE 1492, REPEALING LDC REGULATIONS OF MEDICAL MARIJUANA, 1<sup>ST</sup> READING.** Ms. Myers read Ordinance 1492 by title. Mayor opened the Public Hearing at 10:31 a.m. for comments from the audience. There were none. He

closed the Public Hearing at 10:31 a.m. The Mayor asked if there were any Council questions or comments. There were none.

**Councilman McConnell made the motion to approve Ordinance 1492. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**ITEM 5 DOUBLE RED FLAG DISCUSSION.** Councilman Solis handed out Bay County's current Ordinance for the double red flag system which, compared to City ordinance, provides for citation and arrest of swimmers in the Gulf of Mexico during double red flags. He asserted that any rule with no enforcement mechanism is useless and explained that double red flags close the water to the public. Under the current code, City officers cannot cite people for going into the water during double red flags. Councilman Solis explained that several drownings this summer occurred during double red flags. Councilman Solis pointed out that some of the victims were those attempting to rescue others in distress. Councilman Solis asserted that an arrest of a swimmer in dangerous conditions sends a deterrent message to others in the area. Councilman Solis asked to move forward with an Ordinance providing enhanced enforcement tools. Ms. Myers proposed to put a rule in place that makes it unlawful to disobey the lawful order of a police official or a fire rescue official acting on behalf of the City.

Councilman Casto called Deputy Chief Lindsey to the podium. He asked if the Police Department had enough staff to enforce an Ordinance. Deputy Chief Lindsey stated they do not have enough staff; they would need a minimum of at least seven people to use as primary Beach Patrol. Mayor Thomas disagreed. Councilman Solis explained they increased the department by thirteen officers in the last three years, and felt staffing levels were up to the task. Deputy Chief Lindsey commented he understands the frustration of not being able to enforce this issue. Councilman Casto suggested an Amber Alert be sent out about double red flag and adding some education about double red flags to the beach services at condos that already hand out brochures and flyers daily, it is a good tool to get the information out to the public. He stated the new fire station and its employees will be a big plus to assist on this issue. Councilman McConnell commented he would like to see buoys at each service spot and Bay Alerts go out and the importance of using all available resources. He commented we are understaffed for the City of our size. Councilman Chester stated he will consult with the Tourist Development Council on some possible advertisements. Councilman Casto stated we must continue making progress as the community grows. He is excited about the Fire Department taking over Beach and Surf. Discussion ensued.

**Councilman Solis made the motion to instruct Staff to write an Ordinance enforcing double red flags. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>



**ITEM 6 INFORMATION TECHNOLOGY JOB DESCRIPTIONS UPDATE.** Mr. Gisbert explained IT staff is performing functions above what is outlined in their current job descriptions. Staff is requesting the job descriptions to be updated to reflect the current job functions.

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

<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

### **DELEGATIONS**

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 11:02 a.m.

1 Burnie Thompson, 17292 Front Beach Road. Mr. Thompson spoke in opposition of stricter enforcement during double red flags. He asked the Council to listen to the listen to law enforcement about arrests and Councilman Casto about water safety. He questioned Councilman Solis's primary residence in Florida.

2 Collen Swab – 13416 Front Beach Road. Ms. Swab stated she is opposed to Resolution 19-99. She requested clarification on the special assessment.

3 Genese Hatcher – 203 S Wells Street. Ms. Hatcher spoke in favor of stricter double red flag enforcement. She suggested that civil citations could cover the cost of additional officers. She suggested several ways people could be informed and have receipt of their acknowledgment of a red flag policy when they check in to surrounding hotels. She commented rules are there to be enforced. She argued the rule of no dogs on the beach is not being enforced.

4 Rex Reid – 202 Gulf Lane. Mr. Reid commented parents should be arrested for child endangerment for letting the children in the water. He commended the great job by the Police Department. He explained he just put in a sewer line that goes to six lots, he is limited to five years of capturing the costs. In his opinion, he should be able to recapture the cost as long as he owns the property.

With no further comments, Mayor Thomas closed the Delegations period at 11:12 a.m.

### **ATTORNEY REPORT**

Ms. Myers stated she had no report.

### **CITY MANAGER REPORT**

Mr. Gisbert read the open bids and available jobs.

### **COUNCIL COMMENTS**

Mayor Thomas answered Ms. Swabs' concern about the CRA right-of-way assessment. He explained the City is following through with the obligation to maintain what was built.

Councilman Casto questioned if surfers must leave the waters. Ms. Myers explained it will be up the Officer's discretion.

Councilman Chester had no comments.

Councilman Solis explained he lives in Panama City Beach. He commented he does visit Texas because he has family in the area.

Councilman McConnell explained it costs about \$100,000 per officer every year, he doubts the officers will write that many fines to cover their salary as commented by Ms. Hatcher.

With nothing further, the meeting was adjourned at 11:18 a.m.

READ AND APPROVED this 11<sup>th</sup> of July, 2019.

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

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Mayor

ATTEST:

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City Clerk

The Special Meeting and Workshop of the City Council of the City of Panama City Beach, Florida, and Planning Board, held on June 27, 2019.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

MARIO GISBERT

CITY CLERK:

MARY JAN BOSSERT

CITY ATTORNEYS

AMY E. MYERS/COLE DAVIS

Mayor Thomas called the Special Meeting to order at 11:30 a.m. with Councilman Casto, Councilman Chester, Councilman McConnell, Councilman Solis, and 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, and Mr. Josh Wakstein. Staff included Mr. Mel Leonard.

Mr. Leonard explained the focus of the Planning Board is the comprehensive plan and the board just wrapped up Chapter 3. Chair Sheldon stated what is being discussed today are items that consistently came up on their agenda.

- 1. Schools on the Beach.** Chairman Sheldon inquired if there were any plans for more schools on the beach. He explained Arnold High School will be at capacity in three years and commented that temporary structures are not a great solution. There are more houses being developed on the island, these developments will bring more children to the school system. Mayor Thomas commented a school can be placed anywhere and he would like to see a charter school on the island. Discussion ensued.
- 2. Guesthouses/Live Workspaces/Land Condos.** The board discussed the density on the beach. Chairman Sheldon explained they discussed looking at new types of housing such as guesthouses, live workspaces, and different style structures to maximize the density. Councilman Chester commented a disadvantage would be that guesthouses would turn into short term rentals. Councilman McConnell agreed, he stated it will increase infrastructure issues; currently, the City is trying to mitigate the density issues. Mayor Thomas commented it needs to stay in commercially zoned areas. Councilman Solis commented residential needs to stay residential. Discussion ensued.
- 3. Development Incentives.** Chairman Sheldon suggested having a development incentive for taking on delapidated properties and making them up to code. Councilman Solis commented the City has never had to entice anyone to come into the City, property is valuable here. Mr. Gisbert explained the City has no property tax and the impact fees are low compared to surrounding areas. Mr.

Leonard explained some hotel redevelopments run into problems conforming to the current code. He suggested the City lessen the requirements or work with the developer for another solution, parking seems to be the main issue. Discussion ensued.

4. **Pylons on City Roads.** Chairman Sheldon commented the City made a great move using the pylons to close the median near TGI Fridays. He explained people cut others off at the right lane turning into Colony Club. He proposed to place pylons in the right turn lane into pier park and where Middle Beach meets Front Beach. Councilman Solis explained both roads are FDOT roads. Mr. Caron agreed about the issue to the hectic intersections. Discussion ensued.
5. **Cemeteries.** Chairman Sheldon asked what the Council is looking for on cemeteries. Mayor Thomas explained some churches are placing nests and crematories on the island, nothing needs to be done currently.
6. **Inflatable Amusements.** Chairman Sheldon commented there is no real ordinance or permit process to have inflatable amusements. The board suggests it fall through a special event permit. Chairman Sheldon suggested there should be a limit on the times they are in use and how many times a year they can be permitted. He suggested to have the inflatables above the erosion control line. Mr. Gisbert explained the permit should require them to have insurance. Discussion ensued.
7. **Multi-modal Trail Facilities.** Chairman Sheldon explained motorized vehicles are not allowed on Gayle's Trail at this point due to current ordinance. There is an opportunity to use a golf cart to go from Gayle's trails from east to west. Councilman McConnell commented he is against motorized vehicles on walking and running trails where there are children present. Councilman Chester commented he has not seen one person on the trail in the past week. Mayor Thomas suggested one side being for motorized vehicles and the other side being for runners and walkers. Some were opposed to the idea. Discussion ensued.
8. **Wrap up on Chapter 3 Discussion.** Chairman Sheldon explained everyone was given a rough draft of the requested changes for Chapter 3, the next chapter should be completed in two months. Councilman McConnell suggested looking at the Bay Parkway area. Councilman Solis commented we need to start looking at a plan for the trolley system. Mr. Caron explained the issue of squaring up the City was dropped and asked for direction from the Council. Mayor Thomas commented we need to square the City up, but at the level of the Council everyone had a different pulse. There was discussion on pop up parks. The majority wanted to see more pop up parks within the city. Discussion ensued.

With nothing further, the meeting was adjourned at 12:24 p.m.

READ AND APPROVED this 25<sup>th</sup> of July, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
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 July 11, 2019.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

MARIO GISBERT

CITY CLERK:

MARY JAN BOSSERT

CITY ATTORNEY:

COLE DAVIS

Mayor Thomas called the Special Meeting to order at 5 p.m. with all Councilmen, the City Manager, City Clerk, and City Attorney present.

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

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting of June 27, 2019 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:**

<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

Mayor Thomas asked if there were any additions or deletions to the Agenda. Mr. Davis asked that Item 7 and 8 be moved to Item 1 and 2.

**Councilman Chester made the motion to approve the agenda. Councilman McConnell seconded the motion passed by unanimous roll call vote as follows:**

<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

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

Mayor Thomas opened the Public Comments section of the meeting at 5:04 p.m. and invited comments. Mayor Thomas called Ms. Redmon to the podium to speak.

1 Alisha Redmon – Ms. Redmon stated her husband, Stacey Redmon, lost his life saving a child from drowning. She suggested “Stacey’s Law” be passed to enforce the

double red flags. She requested to speak to each council member for a solution. She listed solutions for residences and visitors to be educated on the flag system. She expressed her gratitude for the surfers and asked they be exempt from the rule.

With nothing further, Mayor Thomas closed the Public Comments at 5:11 p.m.

### **CONSENT AGENDA**

Ms. Bossert read the Consent Agenda Item by title.

**1 RESOLUTION 19-102, BID AWARD – BREATHING APPARATUS (SCBA).** *“A Resolution of the City of Panama City Beach, Florida approving an agreement with Municipal Emergency Services, Inc. in the total amount of \$42,990.00 for the purchase of five breathing apparatus and associated equipment.”*

**2 RESOLUTION 19-103, BID AWARD – FOUR (4) 4X4 TRUCKS BEACH FIRE RESCUE.** *“A Resolution of the City of Panama City Beach, Florida approving the purchase of four Dodge Ram Tradesman trucks from Garber Chrysler-Dodge Truck, Inc., in the amount of \$104,420.00.”*

**3 RESOLUTION 19-105, BID AWARD – RFP AUDIT SERVICES.** *“A Resolution of the City of Panama City Beach, Florida, approving a five-year engagement of Carr Riggs & Ingram, LLC for an annual fee of \$79,900.00.”*

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

<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

### **REGULAR AGENDA**

**ITEM 1 ORDINANCE 1492, REPEALING LDC REGULATION OF CANNABIS DISPENSARIES, 2ND READING, PUBLIC HEARING, AND ADOPTION.** Mr. Davis read Ordinance 1492 by title. The Mayor asked if there were any questions by the Council Members; there were none. He opened the Public Hearing at 5:12 p.m. and invited comments. There were none. With nothing further, the Mayor closed the Public Hearing at 5:12 p.m.

**Councilman Casto made the motion to approve Ordinance 1492. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**ITEM 2 ORDINANCE 1493, SPECIAL EVENT MUNICIPAL SERVICES, 1ST READING.** Mr. Davis read Ordinance 1493 by title. There were no comments.

**Councilman McConnell made the motion to approve Ordinance 1493. Second was made by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**ITEM 3 RESOLUTION 19-104, BID AWARD – FOUR (4) SOLAR SCHOOL ZONE SIGNS AND BUDGET AMENDMENT #44 – POLICE DEPARTMENT.** Mr. Davis read Resolution 19-104 by title. There were no comments.

**Councilman McConnell made the motion to approve Resolution 19-104. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**ITEM 4 RESOLUTION 19-106, INITIAL NUISANCE ABATEMENT ASSESSMENT RESOLUTION FOR 2019.** Mr. Davis read Resolution 19-106 by title. There were no comments.

**Councilman McConnell made the motion to approve Resolution 19-106. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**ITEM 5 RESOLUTION 19-107, UNDERSTAFFED PILOT INCENTIVE PAY POLICY.** Mr. Davis read Resolution 19-107 by title. Mayor Thomas explained since the Hurricane all of Bay County have lost work force. He commented the City cannot compete with private sectors pay. Ms. Philput stated this is a short-term solution and will impact seventeen positions but hoped it would increase moral. Councilman McConnell commented that he approved of providing additional bonus for these hard working employees.

**Councilman Casto made the motion to approve Resolution 19-107. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>



**ITEM 6 RESOLUTION 19-109, CONTRACT AMENDMENT WITH HAGERTY AND BUDGET AMENDMENT #46.** Mr. Davis read Resolution 19-109 by title. He explained two proposals given to the Council. Councilman McConnell explained Hagerty is completing the City's FEMA applications and are helping the City collect reimbursement for the costs from Hurricane Michael. He explained this contract can be started and stopped at any time. Councilman Solis complimented Hagerty for finding other eligible funding for the City.

**Councilman Solis made a motion to approve Resolution 19-109 in the amount of \$546,240. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 7 RESOLUTION 19-110, AUTHORIZING CONDEMNATION OF PROPERTY LOCATED AT 17138 AND 17140 FRONT BEACH ROAD.** Mr. Davis read Resolution 19-110 by title. There were no comments.

**Councilman Solis made the motion to approve Resolution 19-110. Second was made by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 8 RESOLUTION 19-111, UPDATING CITY'S RIGHT-OF-WAY INCENTIVE SCHEDULE TO MATCH FDOT.** Mr. Davis read Resolution 19-111 by title.

**Councilman McConnell made the motion to approve Resolution 19-111. Second was made by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 9 EXAMINING BOARD MEMBER APPOINTMENT.** Mr. Davis explained there are two vacancies on the Examining Board. Currently one seat is advertised, the other seat has expressed his interest to serve another term. All Council Members were in favor to reappoint Mr. Klemen to the Examining Board.

#### DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 6:36 p.m.

1 Cherie Crim – 17680 Front Beach Road. Ms. Crim invited the Council to the Equality Means Business Luncheon that will be held at Gulf Coast on July 24<sup>th</sup> from

Special Meeting  
July 11, 2019

11:30 a.m.– 1:30 p.m. She asked clarification on why the Council was holding a “special meeting”. She suggested putting up “No U-Turn” signs on Front Beach Road.

2 Bill Porter – 143 Glades Turn. Mr. Porter stated the golf course has closed and he is opposed to DR Horton placing multi-family townhouses on the golf course. He has heard they would lose 1/3 of the equity in their homes if the townhouses are built.

3 Bob Breuster – 310 South Glades Trail. Mr. Breuster stated he is opposed to the townhouses coming into the neighborhood. He stated traffic is already horrible.

4 Michael Knapp – 145 Glades Turn. Mr. Knapp stated he is opposed to the townhouses coming into the neighborhood. He noted the problems with narrow streets and traffic, which will increase with additional density in a small area. He questioned green space. He stated he would like the area rezoned. If multifamily units are put in, they would be extremely close to single family homes. He commented the residences deserve their space and privacy.

5 June Kennedy – 105 Glades Turn. Ms. Kennedy stated she has lived here for 30 years. She stated she wanted to make the Council aware of what the citizens are dealing with. She explained surveyors are marking people’s yards. DR Horton have proposed to build 80 townhomes and she asked the Council to evaluate the situation before plans are submitted. She commented they will have no privacy unless the set back is 60-80 feet.

6 Diane Wetherbee – 129 Glades Turn. Ms. Wetherbee stated she opposed the townhouses going into the neighborhood.

7 Diana Holmes – 302 South Glades Trail. Ms. Holmes stated she has lived in the Glades for 29 years and is opposed to the townhomes coming into the neighborhood. She explained the current owner decided not to clean up the storm debris and laid off the ground maintenance workers. She stated they understand the need for housing since the hurricane, but her biggest fear is the elimination of green space.

8 Anna Costine – 117 Glades Turn. Ms. Costine stated she was opposed to the townhouses being developed in the subdivision. This will be harmful for others. There are only 28 homes in the subdivision, with 44 people living there. This will destroy the home equity and the quality of their lives.

9 Roland Costine – 117 Glades Turn. Mr. Costine stated he is opposed to the townhouses being developed in the subdivision. He explained where the townhomes will be is severely close to his property.

With no further comments, the Mayor closed the Delegations period at 6:57 p.m.

### **PRESENTATIONS**

1 **BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.** Councilman Solis introduced Josie Buell and presented her with the Civic Achievement Award for exemplary service to the Boys and Girls Club. The audience responded with applause.

### **ATTORNEY REPORT**

Mr. Davis explained by Ordinance the Council has a regular meeting following the special meeting.

### **COUNCIL COMMENTS**

The Council Members recognized Ms. Redmon and expressed their condolences for her loss.

With nothing further, the meeting was adjourned at 6:04 p.m.

READ AND APPROVED this 25th of July, 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 Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on July 11, 2019.

**ROLL**

**MAYOR MIKE THOMAS**

**COUNCILORS:**

**PAUL CASTO**

**PHIL CHESTER**

**GEOFF MCCONNELL**

**HECTOR SOLIS**

**CITY MANAGER:**

**MARIO GISBERT**

**CITY CLERK:**

**MARY JAN BOSSERT**

**CITY ATTORNEY:**

**COLE DAVIS**

Mayor Thomas called the Regular Meeting to order at 6:09 p.m. with all Councilmen, the City Manager, City Clerk, and City Attorney present.

Mayor Thomas announced the agenda would continue from the Special Meeting. Mr. Gisbert stated that he would make his City Manager's Report and would like to add an additional item related to his employment.

**CITY MANAGER REPORT**

Mr. Gisbert read the open bids and available jobs.

**CITY MANAGER EMPLOYMENT DISCUSSION**

Mr. Gisbert informed the Council he would like to retire effective March 19, 2020 and extended the opportunity to stay onboard until the City Manager position is filled. He commented he loves this City and gave kudos to each department.

Mr. Davis presented an agreement for the Council to consider. Mr. Davis stated he was presented with proposed terms of a retirement agreement by the City Manager. Mr. Davis explained the City Manager had asked Mr. Davis that morning to form the proposed terms into a letter stating Mr. Gisbert will retire effective March 19, 2020 and continue to stay on until the Council finds a City Manager replacement. Mr. Gisbert will continue to serve at the pleasure of the Council and continue to be serve a full-time employee under his existing contract. One proposed change is that he could pursue other work after a replacement is found. Discussion ensued.

**PUBLIC COMMENT**

Mayor Thomas opened the Public Comment section of the meeting and invited comments at 6:19 p.m.

1 Burnie Thompson – 17292 Front Beach Road. Mr. Thompson commented Mr. Gisbert is the highest paid City Manager in a city this size in the State of Florida. He questioned the terms of Mr. Gisbert's retirement and continued employment. He alleged the Mayor pushed for the City Manager's retirement.

Councilman McConnell and Mayor Thomas denied the allegation.

With nothing further, the meeting was adjourned at 6:23 p.m.

**COUNCIL DISCUSSION – CITY MANAGER RETIREMENT AGREEMENT**

Mayor Thomas thanked Mr. Gisbert for his service, he stated he has done a great job and the City is at a good place because of him. He commented work wise the City gets more done with fewer people than the City and the County.

Councilman McConnell thanked Mr. Gisbert for all his work in the last ten years. He explained the effort that he and the staff made together during Hurricane Michael and his diligence was immense and put the City in a much better position to recover. He commented he is grateful for his service.

Councilman Solis thanked Mr. Gisbert for his service. He commented he could never do the job that Mr. Gisbert does. He thanked Mr. Gisbert for staying until Council appoints another City Manager. He commented other cities are looking for City Managers right now. Mr. Solis commented he believes the staff is lean on the administrative side. He commented he believes it will take at least eight months to find a replacement.

Councilman Chester thanked Mr. Gisbert for being a big part of the growth in infrastructure. He thanked Mr. Gisbert for his actions during the hurricane.

Councilman Casto thanked Mr. Gisbert for his service and wished him a happy retirement. He thanked Mr. Gisbert for staying on and helping through the transition period. He commented the City Manager is a very important job and will take some time for someone to take on the role.

**Councilman McConnell made the motion to approve the terms of Mr. Gisbert's Retirement Agreement. Second was made by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

With nothing further, the meeting was adjourned at 6:27 p.m.

READ AND APPROVED this 25th of July, 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:

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City Clerk

# PRESENTATION

2



# ~Proclamation~

A PROCLAMATION DECLARING  
JULY 2019

AS

“NATIONAL PARK & RECREATION MONTH”  
IN PANAMA CITY BEACH

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Panama City Beach; and

WHEREAS, our parks and recreation are important to establishing and maintaining quality of life, ensuring the health of all citizens, and contributing to the economic and environmental well-being of our community; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve air quality, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, parks and natural recreation areas ensure the ecological beauty of our community and provides a place to connect with nature.

NOW, THEREFORE, the City Council of the City of Panama City Beach declares July 2019 as

“NATIONAL PARK & RECREATION MONTH”

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Mayor Mike Thomas

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Councilman Paul Casto  
Ward 1

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Vice-Mayor Phil Chester  
Ward 2

---

Councilman Geoff McConnell  
Ward 3

---

Councilman Hector Solis  
Ward 4



# CONSENT ITEM

1



# ~Proclamation~

A PROCLAMATION HONORING JULY 27<sup>TH</sup>  
AS  
“NATIONAL KOREAN WAR VETERANS ARMISTICE DAY”  
IN PANAMA CITY BEACH

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

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

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

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

NOW, THEREFORE, the City Council of the City of Panama City Beach call upon all citizens of Panama City Beach to observe July 27, 2019 as

## “National Korean War Veterans Armistice Day”

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

Mayor Mike Thomas

Councilman Paul Casto  
Ward 1

Vice-Mayor Phil Chester  
Ward 2

Councilman Geoff McConnell  
Ward 3



Councilman Hector Solis

# CONSENT ITEM

2



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Parks and Recreation

**2. MEETING DATE:**

July 25, 2019

**3. REQUESTED MOTION/ACTION:**

Staff recommends City Council authorize the City to contract with the most responsive bidder, M. Gay Constructors, Inc. in the amount of \$1,185,900.00 for the Frank Brown Park Lighting Project.

**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)**

On July 16, 2019 the City received three bids for the Frank Brown Lighting Project as specified on the attached bid sheet.

Staff recommends entering into a contract with M. Gay Constructors, Inc in the amount of \$1,185,900.00 for Frank Brown Park Lighting Project. This bid was the lowest responsive bid.

The lowest bid from Techline Sports Lighting, LLC was not a responsive bid. Their bid did not include the following specifications:

1. The bid rejected implementation of the International Dark-Sky Association standards.
2. The Light Poles and Pole Foundation design and construction specifications did not meet the bid requirements.
3. The bidder is not a State of Florida Licensed General Contractor.
4. The 10 year Warranty was not Certified or Signed per the bid specs.
5. Did not include a Specific Project Date Checklist.

This project has been budgeted in the 2018-2019 Budget.

City Manager, Finance Director and City Attorney approve to enter into a contract for services for the Frank Brown Park Lighting Project in the amount of \$1,185,900.00 with M. Gay Constructors, Inc.

**CITY OF PANAMA CITY BEACH  
 BID TABULATION**

Bidder	Address	Information	Price
M Gay Constructors	PO Box 26249 Jacksonville, FL 32226		<b>\$1,185,900.00</b>
GAC	4116 N Hwy 231 PO Box 59462 Panama City, FL 32412		<b>\$1,328,352.48</b>
Techline Sports Lighting	1503 Storm Drive Austin, TX 78734	Non Responsive Bid	<b>\$999,000.00</b>

# FRANK BROWN PARK LIGHTING PROJECT PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: July 16, 2019.

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, to furnish all labor, materials and supplies to install free and clear the **Frank Brown Park Lighting Project** in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to complete the **Frank Brown Park Lighting Project by February 1, 2020** with liquidated damages thereafter of \$3,000.00 per day.

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

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

## SUMMARY DESCRIPTION AND LUMP SUM PRICE:

Note: ✓ 1. A Detailed Design Build Description of the products with pictures to be submitted with this Proposal.

✓ 2. A Specific Project Date Checklist is required with this Design Build Proposal.

✓ 3. A signed and sealed approval review per Bid Specs from IDA (International Dark-Sky Association) or (an Independent Electrical Engineer licensed in Florida with a LC) (Lighting Certified Credentials) is required to be submitted with the bid.

✓ 4. Confirmation letter per Bid Specs that the light poles will include a certified pole foundation design provided by a Florida Licensed Structural Engineer and that remote driver/fuse box system will be located no higher than 10' above grade. Also to include Per Part 4 D a Foundation Drawing.

✓ 5. Bidder must be a licensed General Contractor in the State of Florida. Please attach a copy of the General Contractor's License Number with bid.

✓ 6. A 10 year certified, signed and dated Warranty from per the Bid Specs will be attached with the Bid.

✓ 7. A Cashier's Check Bid Bond of 5% of the total project to be included with the Bid or a sealed, stamped and dated Bid Bond with a Power Attorney and all signatures (Exhibit D).

Lump Sum price for the Frank Brown Park Lighting Project: \$1,185,900.00

Specify terms of any deposit or write "none required": None Required

Name of SUPPLIER: M. Gay Constructors, Inc.

ADDRESS: PO Box 26249 CITY: Jacksonville STATE: FL ZIP: 32226

EMAIL ADDRESS: mgcbillh@gmail.com / mgcdanielle1@gmail.com PHONE: 904-714-4001

References: Please list 4 successful LED Athletic Field Lighting Projects from 2018 & 2019:

Name	Location/Agency	Address or Email	Phone Number
Laureate City Park Soccer	Orlando Utility Commission	Eddie O'Donnell eodonnell@ouc.com	407-234-2715
Twin Lakes Sports Complex	Sarasota County	Anthony Bell AMBELL@SCGOV.NET	941-999-0588
Fernandina Beach HS Field Lighting	Nassau County School Board	David Kramer kramerda@nassau.k12.fl.us	904-225-5343
Ormond Beach Sports Complex	City of Ormond Beach	Eric Silbernann esilbernann@armweigel.com	Office (386) 257-6691 Cell (386)795-3498

SIGNATURE – (Confirming all information above is correct)



Print Name: Michael Gay

and Print Title President, M. Gay Constructors, Inc.

I agree to post a Payment Bond, Performance Bond and Insurance (Exhibit E, F & G) if awarded the job - Initial MAG

Page 3 of 10

CONSENT  
AGENDA ITEM #

2

**RESOLUTION 19-112**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH M. GAY CONSTRUCTORS, INC. RELATED TO THE FRANK BROWN PARK LIGHTING PROJECT IN THE AMOUNT OF \$1,185,900.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and M. Gay Constructors, Inc., relating to the purchase and installation of equipment for the Frank Brown Park Lighting Project, in the amount of One Million, One Hundred Eighty-Five Thousand, Nine Hundred Dollars (\$1,185,900.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

PANAMA CITY BEACH – FRANK BROWN PARK  
LIGHTING PROJECT  
PROJECT NO. \_\_\_\_\_

SECTION 00050  
AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called  
"OWNER") and M. Gay Constructors, Inc., doing business as a  
corporation (an individual), or (a partnership), or (a corporation), having a business  
address of P.O. Box 26249, Jacksonville, FL 32226 (hereinafter called "CONTRACTOR"), for the  
performance of the Work (as that terms is defined below) in connection with the  
construction of **Frank Brown Park Lighting Project**, to be located at 16200 Panama  
City Beach Parkway Panama City Beach, Florida 32413 ,  
in accordance with the Drawings and Specifications prepared by The City of Panama City  
Beach Parks and Recreation Department.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor,  
equipment, tools, material, and supplies to properly and efficiently perform all  
of the work required under the Contract Documents and shall be solely  
responsible for the payment of all taxes, permits and license fees, labor  
fringe benefits, insurance and bond premiums, and all other expenses and  
costs required to complete such work in accordance with this Agreement  
(collectively the "Work"). CONTRACTOR'S employees and personnel shall  
be qualified and experienced to perform the portions of the Work to which  
they have been assigned. In performing the Work hereunder,  
CONTRACTOR shall be an independent contractor, maintaining control over

AGREEMENT

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CONSENT  
AGENDA ITEM # \_\_\_\_\_

2



and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by Contract per the Bid Documents.

Dates are as follows:

The Project may begin as follows:

**1-South Complex Baseball/Softball Fields: November 18, 2019**

**2-Soccer Fields: Dec 16, 2019**

**3-Equipment may begin to be delivered to the staging areas beginning Nov 1, 2019. It is not the responsibility of the City to keep track of the equipment or to protect the equipment from damage. It is the responsibility of the Bidder and Shipping Companies to unload all equipment themselves. If the City is required to unload any equipment, the City will not be held liable for any damage from unloading equipment. No Exceptions!**

Job Completion will be to complete the project by Saturday February 1, 2020 with liquidated damages of \$3,000.00 per day thereafter. *If project is not approved by IDA or Substitute Agency before the Deadline of August 23, 2019 there will be a \$3,000.00 per day liquidated damages penalty until lighting is approved per Bid Specs.*

Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$3,000 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of

AGREEMENT

00050-2

CONSENT  
AGENDA ITEM #

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\$ 1,185,900.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

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

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS

As this is a Design Build Project DRAWINGS prepared by

\_\_\_\_\_

numbered \_\_\_\_\_ through \_\_\_\_\_ and dated \_\_\_\_\_.

AGREEMENT

00050-3

SPECIFICATIONS prepared or issued by

\_\_\_\_\_

dated \_\_\_\_\_.

**ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF THE AGREEMENT.]**

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

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

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

AGREEMENT

00050-4

directed to the following address:

If to Owner:

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

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
ATTENTION: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature

AGREEMENT

00050-5

concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be  

---
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall

AGREEMENT

00050-6

CONSENT  
AGENDA ITEM # 2

relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED NAMING THE CITY OF PANAMA CITY BEACH AS ADDITIONAL INSURED.

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

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient

AGREEMENT

00050-7

or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

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

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

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

AGREEMENT

00050-8

CONSENT

AGENDA ITEM # 2

exposures. Limits of coverage shall not be less than:

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

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

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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



EXCESS OR UMBRELLA LIABILITY COVERAGE

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

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

[Either list any required insurance (e.g. Professional Liability Insurance) or indicate that none is required at this time]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

AGREEMENT

00050-11

CONSENT

AGENDA ITEM #

2

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,  
FLORIDA

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

NAME: \_\_\_\_\_  
(Please type)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_  
(Please Type)

NAME \_\_\_\_\_  
(Please Type)

ADDRESS: \_\_\_\_\_

[END OF SECTION 00050]

AGREEMENT

00050-12

# CONSENT ITEM

3



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Stormwater/Kelly Jenkins

2. MEETING DATE:

7/25/2019

3. REQUESTED MOTION/ACTION:

Approve construction agreement for the Sea Oats Drainage Improvements Phase 2 project FY-2019 with Utility Solutions Group, LLC, in the amount not to exceed \$455,000.00.

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes  No  N/A

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

Design was performed by McNeil Carroll Engineering, Inc. in 2017 under the Master Services Agreement (MSA). This project was added to the capital improvement list after the storm event in 2013 and is currently up for construction work to be performed this fiscal year. Due to budgetary constraints this project was separated into phases. Phase 1 construction was completed January 2019. This project will give positive discharge on Seclusion Drive and Seashell Court during rainfall events to help flooding issues in this area. The Contractor shall provide all materials, equipment and labor to complete the project.

A solicitation for construction bids was publicly advertised and three bidders responded. Bids were publicly opened on July 16, 2019 at 2:00pm. After reviewing the bids, all bidders were deemed responsive, and McNeil Carroll Engineering, Inc. recommends and staff agrees that the construction Bid be awarded to the low bidder, Utility Solutions Group, LLC. The Base Bid came back in the amount of \$432,610.00. However, staff desires to budget for an additional 5% contingencies to bring the not to exceed total to \$455,000.00. These contingencies include potential construction additions due to utility conflicts and roadway repairs. This project is currently budgeted and funds are available for a portion of the work to be completed in this fiscal years budget. The balance of the project will be re-appropriated with funds in FY 2020.

Attached is a copy of the engineer of records recommendation, bid tabulation, a draft agreement, and a drawing of improvements showing Phase 2.

**SEA OATS DRAINAGE IMPROVEMENTS - PHASE 2**  
**SEALED BIDS DUE: July 16, 2019 2:00 pm Panama City Beach City Hall Annex**  
**MCEI Project # 245.30**

COMPANY	TOTAL LUMP SUM BID	Bid Bond	Drug- Free	Trench Safety	Public Entity Crimes	Addenda
GCUC	\$1,497,500	✓	✓	✓	✓	N/A
UTILITY SOLUTIONS	\$432,610	✓	✓	✓	✓	N/A
GAC	\$545,555	✓	✓	✓	✓	N/A

**RESOLUTION 19-113**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH UTILITY SOLUTIONS GROUP, LLC RELATED TO THE SEA OATS DRAINAGE IMPROVEMENTS PHASE 2 IN THE AMOUNT OF \$432,610.**

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Utility Solutions Group, LLC, relating to the Sea Oats Drainage Improvements Phase 2, in the amount of Four Hundred, Thirty-Two Thousand, Six Hundred, Ten Dollars (\$432,610.00), in substantially the form attached and presented to the Council today, together with a 5% contingency in the amount of Twenty-Two Thousand, Three Hundred Ninety Dollars (\$22,390.00) 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:**

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

**SECTION 00050**

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between, the City of Panama City Beach (hereinafter called "OWNER") and Utility Solutions Group, LLC, doing business as a Partnership, having a business address of 1667 State Hwy 83 North, DeFuniak Springs, FL 32433 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below) in connection with the construction of the **PANAMA CITY BEACH – SEA OATS – DRAINAGE IMPROVEMENTS – PHASE 2** (Project), to be located in Bay County, Florida, in accordance with the Drawings and Specifications prepared by **McNEIL CARROLL ENGINEERING, INC.**, the Engineer of Record (hereinafter called "ENGINEER") and all other Contract Documents hereinafter specified.

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

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

- a. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 432,610.00 as shown in the Bid Schedule, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
4. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:
    1. ADVERTISEMENT FOR BIDS (SECTION 00010)
    2. INFORMATION FOR BIDDERS (SECTION 00020)
    3. BID (SECTION 00030)
    4. BID BOND (SECTION 00040)
    5. AGREEMENT (SECTION 00050)
    6. PERFORMANCE BOND (SECTION 00060)
    7. PAYMENT BOND (SECTION 00070)
    8. NOTICE OF AWARD (SECTION 00080)
    9. NOTICE TO PROCEED (SECTION 00090)
    10. DRUG-FREE WORK PLACE (SECTION 00095)
    11. CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT (SECTION 00096)
    12. PUBLIC ENTITY CRIMES STATEMENT (SECTION 00097)
    13. SALES TAX AGREEMENT (SECTION 00098)
    14. CERTIFICATE OF INSURANCE (SECTION 00099)
    15. GENERAL CONDITIONS (SECTION 00100)
    16. SUBMISSION OF WORK SCHEDULE (SECTION 00801)
    17. PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL (SECTION 00802)
    18. SPECIAL PROVISIONS (SECTION 01046)
    19. PERMITS AND FEES (SECTION 01065)
    20. REFERENCE STANDARDS (SECTION 01095)
    21. SPECIAL PROJECT PROCEDURES (SECTION 01100)
    22. ENVIRONMENTAL PROTECTION (SECTION 01110)
    23. SUBMITTALS (SECTION 01300)
    24. CONSTRUCTION PHOTOGRAPHS (SECTION 01380)
    25. MOBILIZATION/DEMobilIZATION (SECTION 01505)



- 26. CONTRACT CLOSEOUT (SECTION 01705)
- 27. SITEWORK (SECTIONS 02110, 02200, AND 02211)
- 28. MECHANICAL (SECTIONS 15061, 15062, 15063, 15070, AND 15101)
- 29. APPENDICES (APPENDICES A THROUGH H)
- 30. PLANS prepared by McNeil Carroll Engineering, Inc.
- 31. ADDENDA
  - No.1, dated \_\_\_\_\_, 2019.
  - No.2, dated \_\_\_\_\_, 2019.
  - No.3, dated \_\_\_\_\_, 2019.

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

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

If to OWNER:

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

If to Contractor:

Utility Solutions Group, LLC  
1667 State Hwy 83 North  
DeFuniak Springs, FL 32433

ATTENTION: Craig Thomas

Fax No.: \_\_\_\_\_

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

9. The CONTRACTOR recognizes that the OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to the OWNER, the CONTRACTOR shall comply with and fully implement the sales tax savings program. As set forth in the Sales Tax Agreement, Section 00098.
10. The failure of the OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
11. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
12. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
13. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

14. For this Project, the OWNER has designated a Project Representative to assist the OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by the OWNER for this Project, shall be Robert Carroll, P.E. of McNeil Carroll Engineering, Inc.
15. The CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, Project Representative, or ENGINEER may be responsible, in whole or in part, shall relieve the CONTRACTOR of his/her duty to perform or give rise to any right to damages or additional compensation from OWNER. The CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against the OWNER will be the right to seek an extension to the Contract Time.
16. **INSURANCE - BASIC COVERAGES REQUIRED**

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

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

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

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

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

**Workers' Compensation and Employers' Liability Insurance Coverage**

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

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

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

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

**Commercial General Liability Coverage**

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

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

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

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

**Business Automobile Liability Coverage**

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

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
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**Excess or Umbrella Liability Coverage**

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

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

(SEAL)

ATTEST: \_\_\_\_\_

BY \_\_\_\_\_  
(Signature)

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

**OWNER**

CITY OF PANAMA CITY BEACH

BY \_\_\_\_\_  
(Signature)

NAME Mario Gisbert

TITLE City Manager

(SEAL)

ATTEST:

BY \_\_\_\_\_  
(Signature)

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

**CONTRACTOR**

BY \_\_\_\_\_  
(Signature)

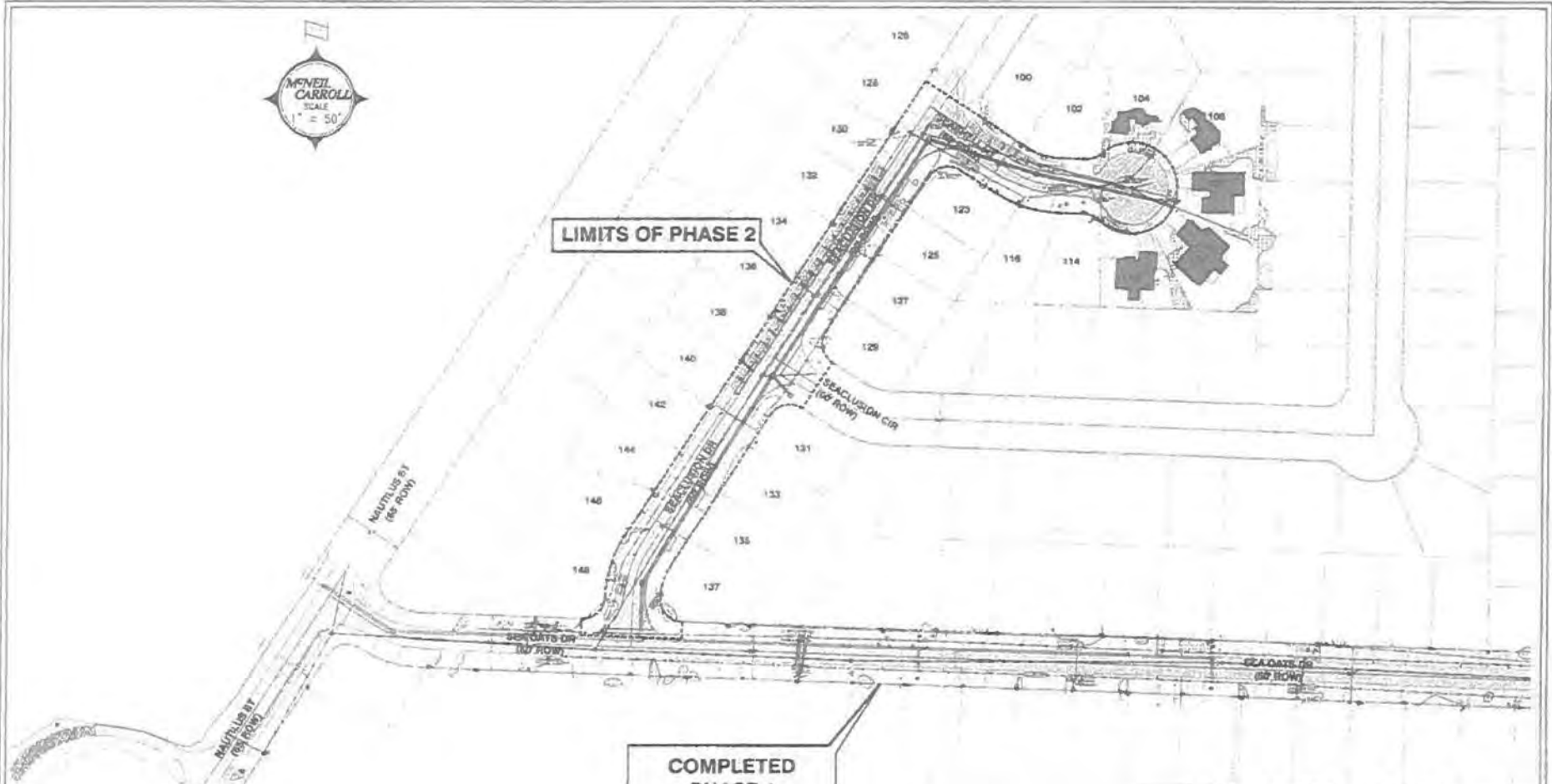
NAME Craig Thomas

TITLE Managing Member

ADDRESS: 1667 State Hwy 83 North  
DeFuniak Springs, FL 32433

\_\_\_\_\_  
Employer Identification  
Number 62-1794135

END OF SECTION



LIMITS OF PHASE 2

COMPLETED PHASE 1

NOTE:  
NAUTILUS STREET TO  
REMAIN ACCESSIBLE TO  
SURFSIDE MIDDLE SCHOOL  
DURING SCHOOL DROP OFF  
AND PICK UP HOURS.

**PERMIT PURPOSES ONLY**

OVERALL SITE PLAN  
SEA OATS DRIVE  
DRAINAGE IMPROVEMENTS PHASE 2  
PALMBA CITY BEACH, FLORIDA

<b>McNEIL CARROLL ENGINEERING, INC.</b> <small>INCORPORATED IN FLORIDA</small> <small>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BOARD 7208</small>	<small>17000 Palmetto City Beach Parkway Palmetto City Beach, Florida 32909 Phone: 888-834-8228 Fax: 888-384-4770</small>
<small>DATE: 08/11/2011 TIME: 10:00 AM BY: [Signature] CHECKED: [Signature] SCALE: AS SHOWN</small>	 <small>Robert T. Carroll, P.E. No. 12345 Mechanical Engineering State of Florida</small>

**REGULAR ITEM**

**1**





# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
CRA/ADMIN

2. MEETING DATE:  
JULY 25, 2019

3. REQUESTED MOTION/ACTION:  
APPROVE ENGAGEMENTS AND SCOPES OF SERVICES FOR THREE ROW ASSESSMENT PROFESSIONALS, AND ADOPT BUDGET AMENDMENT FOR THIS PURPOSE

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)  
IN MARCH, THE COUNCIL DIRECTED STAFF TO BEGIN INVESTIGATING THE FEASIBILITY OF A ROW ASSESSMENT FOR THE FRONT BEACH ROAD CRA. AS PART OF THAT EFFORT, THE CITY MANAGER ENGAGED OWEN BEITSCH, MARK LAWSON, AND CANDY AUGUSTINE WITH LIMITED SCOPES OF SERVICES. GIVEN THE COUNCIL'S ACTION AT ITS JUNE 27 MEETING, STAFF NOW REQUESTS APPROVAL OF THE FULL SCOPES OF SERVICES AND FEES FOR THE ASSESSMENT PROFESSIONALS TO COMPLETE THE DEVELOPMENT AND IMPLEMENTATION OF THE FBR ROW ASSESSMENT PROGRAM.

A BUDGET AMENDMENT IS NECESSARY TO FUND THESE SERVICES IN THIS FISCAL YEAR, THOUGH IT IS ANTICIPATED THAT THESE COSTS WILL ULTIMATELY BE RECOVERED BY THE ASSESSMENTS COLLECTED IN FUTURE FISCAL YEARS.

STAFF RECOMMENDS APPROVAL.

## RESOLUTION 19-108

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH ASSESSMENT PROFESSIONALS TO DEVELOP AND IMPLEMENT A RIGHT OF WAY ASSESSMENT PROGRAM, AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION.**

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

1. The appropriate officers of the City are authorized to accept and deliver, and to the extent ratify, on behalf of the City that certain Agreement between the City and Community Solutions Group, GAI Consultants, Inc., relating to professional services for the evaluation and development of a right of way assessment program, in an amount not to exceed Thirty Three Thousand Five Hundred Dollars (\$ 33,500.00), in substantially the form attached and presented to the Council today as Exhibit A, draft dated May 2, 2019, 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 modify and deliver on behalf of the City that certain Professional Services Agreement dated September 1, 2017, between the City and Mark G. Lawson, P.A., to include special counsel services for the development and validation of a non ad valorem revenue source to provide funding for Front Beach Road Community Redevelopment Agency, at the hourly rates of \$295 for attorneys and \$75 for legal assistants, paralegals or law clerks, 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 appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and ENNEAD, LLC, relating to sub-consulting services for the preparation of a non ad valorem property rolls for FY 2019 and FY 2020, in an amount not to exceed Twenty Thousand Dollars (\$20,000), in

substantially the form attached and presented to the Council today as Exhibit B, draft dated July 11, 2019, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

4. The following budget amendment (#47) is adopted for the fiscal year beginning October 1, 2018 and ending September 30, 2019, for the purposes set forth herein, in substantially the form attached as Exhibit C.

**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:**

\_\_\_\_\_  
Mary Jan Bossert, City Clerk



Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

May 2, 2019

GAI Project No A190405.00

Mr. Mario Gisbert, City Manager  
City of Panama City Beach  
110 S. Arnold Road  
Panama City Beach, Florida 32413

**Phased Work Order for Assessment Program  
Panama City Beach, Florida**

Dear Mr. Gisbert:

Based on our continuing discussion with you, Doug Sale, Amy Meyers, and others, this proposal outlines a sequence of research tasks and analyses that we would complete on your behalf as the City of Panama City Beach (City) explores various financial options to cover the costs of maintaining various street and landscape improvements throughout the Community Redevelopment Area (CRA) of the City.

**Project Understanding and Scope of Work**

Over the last several years, this City has used its tax increment dollars and other legally available revenues to fund and construct major street improvements, most focusing on Front Beach Road [east/west] and major roads connecting [north/south] with Front Beach Road. The improvements consist generally of paved roads, better defined rights-of-way, sidewalks, lighting, other infrastructure, and landscaping. Longer term plans call for other similar improvements elsewhere in the CRA. As these improvements are implemented, the time and budgets necessary to maintain and coordinate these improvements have grown materially.

The City would like to explore various funding and financial options that complement tax increment or potentially even replace those dollars. While no specific determination points to a preferred option, property assessments appear appropriate to these circumstances. Assessments are widely used throughout Florida to offset or absorb the cost of operations, maintenance, and administrative costs associated with such activity. There are many variations in the way they can be levied and collected.

As part of your policy planning, you asked that we complete a series of research or implementation procedures so the various costs, benefits, and other issues associated with such a strategy can be thoughtfully weighed by staff. Toward helping your decision making, we have prepared this phased scope of work which first evaluates the typical data or unit measures necessary to implement an assessment rationally and the advantages and disadvantage of tying the assessment to certain data. As part of that initial work, we would discuss and explore how properties with certain anomalies or other conditions might be

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considered as part of the imposition or continuing administration of an assessment.

Subsequent phases, if desired or needed, would be authorized separately at the City's discretion. These later phases consist of initial modeling to examine the various ways or means the assessments could be structured. The final series of tasks are associated with the effort needed to document and implement the assessment program. These later tasks separately address procedures reasonable or needed to implement assessments should you wish to proceed that far.

### Task Group 1.0: Evaluate data and options

The purpose of this initial task is to [1] explore, in conjunction with Ennead or others, the specific physical circumstances and character of the area and improvements, [2] discuss reasonable and defensible options for allocating the costs of operations, maintenance or other costs, including reserves [3] verify the likely continued availability of data to assure the efficacy of any allocation method, and [4] outline a rationale for why any method or combination of factors particular to a method might be reasonable or appropriate to the circumstances.

As part of its responsibilities for this task, the City will provide the consultants with a *generalized* budget and representative line items to establish parameters for the prospective assessments. To the degree the budgets or costs have an expected life such that reserves are to be included in the analysis, the City will offer guidance on those matters or our own work plan can be modified to also include such an analysis.

At the moment, we understand that potentially relevant financial planning has been largely the responsibility of Public Financial Management (PFM) and ZHA Incorporated (ZHA). As part of this task, we contemplate a review of data or materials prepared by PFM and ZHA to see how it might be incorporated into our own analysis.

Towards those ends, we will undertake the following steps or procedures as we plan how to proceed with a specific assessment strategy.

1. Meet with the client and review budget(s) and plans.
2. Review maps and other diagrams to confirm understanding of existing and planned improvements and the area affected by same.
3. With maps and staff available, discuss unusual features such as landscaping elements constructed or already privately maintained by certain property owners, and the advantages or disadvantages of layering various assessments.
4. With client's assistance review details and output of the working PFM and ZHA models, related information, and implications for the cost or budget items to be assessed. Discuss the City's understanding of the model, related data, and identify relevance or limitations to the assessment analysis.

5. Seek counsel from the client about internally preferred means of allocating the assessment.
6. Discuss the relative advantages of different metrics and allocation approaches and discuss how those could impact key parcels.
7. Identify data issues typically encountered and explore the implications of same.
8. Describe any specific budgetary or financial information necessary to continue the analysis if any. Assuming a shared understanding of that information at this point provide an initial overview and recommendation for any assessment option(s), and establish a schedule for continuing if desirable.

**Deliverables:** We will prepare a memorandum outlining our preliminary ideas about the most useful and rational approach for pursuing an assessment model.

- Implications or limitations of data and models now being used for planning and budgeting.
- Advantages and disadvantages of data or models.
- Additional information or budgetary data required.
- Potential allocations or assessment approaches reflecting, 1, 2 or more variables.
- Justification or advantages of allocations or assessment approaches.
- Goals, approach, and reasons for continuing on with Task Group 2.0.
- Other as relevant.

### **Task Group 2.0: Run initial models and alternative scenarios for operations and maintenance (O & M) assessments**

Based on the findings and additional instruction or input of the client gathered in the course Task Group 1.0, we would run several different models to illustrate how assessments apportioned using different units, measures, or combinations thereof would be absorbed by certain kinds of properties.

As part of its responsibilities for this task, the City will provide GAI with a *more refined budget and representative line items* to establish parameters for the prospective O & M assessments if needed. Such data would include expectations about useful life, schedules for maintenance, and similar data or analysis. To the extent that data from PFM or ZHA is not sufficient, adjustments in our scope and budget can be made. Towards those ends, we will undertake the following.

1. Review the refined budget and address issues, if any, associated with budget or line items therein.
2. Review the respective real property tax records of each of the parcels.
3. Prepare up to four different models, each model defined in terms of its measurement unit [front feet, unit size, value, ERU, other TBD], allocations

to respective properties or parcels, and various costs or budgets to be absorbed.

4. Based on each model, describe or summarize key inputs and identify the 25 properties most or least materially impacted or affected under each of the approaches.
5. Review list for anomalies.
6. Distribute information or materials to the team for comment.
7. Discuss or advise reasons to continue on with Task Group 3.0.

**Deliverables:** A very brief memorandum identifying essential differences between or among models will be provided. The reporting emphasis, however, will be on tables and spreadsheets summarizing our findings for the various models.

- Parcel ID.
- Land use and generalized description.
- Homestead.
- Valuations.
- Potential allocations or assessments.
- Other as relevant.

### Task Group 3.0: Prepare and document final model for operations and maintenance assessments

The final model(s) tied to a prospective operations and maintenance assessment would be documented in a report sufficient to support the legal procedures associated with formally adopting the assessment and the schedule of intended levies.

Towards those ends, we will complete the following for the finally tested and calibrated model.

1. Review the final budget and prepare potential adjustments to preferred model.
2. Calibrate and run final model for documentation purposes, focusing on the agreed upon terms of measurement, allocations to respective properties or parcels, and various costs or budgets to be absorbed.
3. Distribute model information or materials to the team for comment.

**Deliverables:** A memorandum summarizing procedures and rationale for the final model will be prepared. The analysis described in the memorandum would be accompanied by appropriate tables and spreadsheets summarizing our findings for the model.

- Process.
- Procedures.
- Potential allocations or assessments.

- Other as relevant.

### Task Group 4.0: Other related services

There are certain tasks -- such as preparation of any maintenance or life cycle schedules specifically excluded in our approach, additional model runs based on that or other data, additional presentations to elected officials, and/or potential legal support arising from adoption or implementation -- which are not anticipated at this point and are not reflected above. When, and if needed, these services would be authorized under this agreement and billed hourly, using the rates in Exhibit C.

These costs are not expected now, but a budget and not to exceed (NTE) sum will be provided for any subsequent billing purposes when necessary.

### Schedule

Work will begin immediately upon authorization. Each identified Task Group will be authorized by work order or by e-mail.

### Compensation

Services described in Task Groups 1.0-3.0, are lump sum and will be billed by percentage completed. Task Group 4.0 would be billed hourly by express authorization and additional budget.

Task Group	Method of Payment	Fee
Task Group 1.0	Lump Sum	\$9,500
Task Group 2.0	Lump Sum	\$15,500
Task Group 3.0	Lump Sum	\$8,500
Task Group 4.0	Hourly, NTE	TBD
<b>Total Section Estimate</b>		<b>\$33,500</b>

### General Terms and Conditions

See Exhibits A and B.

### Payment

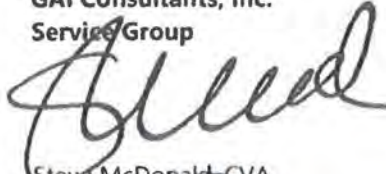
Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.



Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

Please do not hesitate to contact us at (321) 319-3131 if you have any questions or wish to discuss this proposed set of task orders. If this document is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed.

Sincerely,  
**Community Solutions Group,  
GAI Consultants, Inc.  
Service Group**



Steve McDonald, CVA  
Chief Economist



Owen Beitsch, PhD, AICP, CRE  
Senior Director, Economics

CC: Doug Sale, ESQ  
Amy Meyers, ESQ

OMB/SM/km/bry

REQUESTED AND AUTHORIZED BY:


**City of Panama City Beach**

BY: 

PRINTED  
NAME: MARIO GISBERT

TITLE: CITY MANAGER

DATE: 5.10.19

APPROVAL FOR TASK 1.0 ONLY.  
ALL FUTURE TASK ORDERS  
WILL REQUIRE CITY  
COUNCIL APPROVAL.  
 5.10.19

Attachment:

- Exhibit A – GAI Standard Terms and Conditions for Professional Services
- Exhibit B – Additional Terms and Conditions
- Exhibit C – 2019 GAI Standard Rate Schedule

Mr. Mario Gisbert  
May 2, 2019  
GAI Project No. A190405.00

Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

**EXHIBIT A**  
**GAI Standard Terms and Conditions for Professional Services**

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit Invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT'S written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT'S payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:  
Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's Insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

**EXHIBIT A**  
**GAI Consultants, Inc.**  
**Standard Terms and Conditions**  
**For Professional Services**

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:
- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
  - B. GAI believes that the work performed, tested or observed meets the certification criteria; and
  - C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.
- Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.
16. Miscellaneous Terms of Agreement
- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
  - B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
  - C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
  - D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.  
  
In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.
  - E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
  - F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
    - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.
    - (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
    - (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
  - G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
  - H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
  - I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
  - J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
  - K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

Mr. Mario Gisbert  
May 2, 2019  
GAI Project No. A190405.00

Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

**EXHIBIT B**  
**Additional Terms and Conditions**

Mr. Mario Gisbert  
May 2, 2019  
GAI Project No. A190405.00

Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

PURSUANT TO FLORIDA STATUTE 558.0035(1)(C), TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Mr. Mario Gisbert  
May 2, 2019  
GAI Project No. A190405.00

Planning | Urban Design  
Landscape Architecture  
Economics | Real Estate

**EXHIBIT C**  
**2019 Community Development Florida Rate Schedule**





July 11, 2019

*This letter is provided using eMail.*

Hand Arendall Harrison Sale LLC  
16901 PCB Parkway  
Suite 300  
Amy Myers, Esq.  
Panama City Beach, FL 32413

Reference: A Proposal to Provide Sub-Consulting Services to Panama City Beach CRA

Dear Amy:

Attached is a proposal for services required to: 1) assist in the creation of a non-ad valorem assessment program to fund certain aspects of the CRA, 2) prepare a Preliminary Roll sufficient for use in mailing a First Class Notice, and 3) prepare a Final Roll, sufficient for sending an assessment bill "off the roll" to all benefitting parcels in the CRA.

Attached to this letter you will find the following attachments:

- A - Scope of Services; and
- B - Work Order Agreement for your execution.

All work to be performed by Ennead LLC will reflect the funding strategy and policy goals set by the PCB CRA workgroup using associated legal documents and requirements of 197.3632 Florida Statute. Since we spoke last night, I have had an opportunity to discuss the outstanding work that will be needed to move the program forward and have found it necessary to adjust the fees we had discussed.

Ennead staff will participate in phone conferences and site visits as may be requested by the Project Manager. The primary source of data will be the most recent version of the Property Appraiser's data for use in compiling the Preliminary and Final Rolls.

Ennead will provide the above-described services for a fee ranging from \$14,000 to \$20,000 depending on the Tasks required for the successful completion of the project. This fee is based on assumptions made as a result of our conversations about this project. If this proposal for consulting services is acceptable, please sign and return a copy to Ennead's business office. If you have any questions or feel we have made an incorrect assumption in gauging the work required to complete this project, please contact me at your earliest convenience.

Thank you for this opportunity. If you have any questions, please call me at 727 642-7605.

Best Regards,

Camilla Augustine, Owner ENNEAD LLC

EXHIBIT B

ENNEAD LLC

1892 MYRICK ROAD

TALLAHASSEE, FLORIDA 32303

AGENDA ITEM #

1

## ATTACHMENT A - SCOPE OF SERVICES

### **Task 1 Project Management**

Ennead staff will participate in a maximum of three on-site meetings, scheduled phone conferences, and provide project management documentation as may be necessary for the successful completion of the Scope of Services.

- 1.01 Attend the May 16<sup>th</sup> Workshop/Kick-off Meeting at City Hall.
- 1.02 Participate in phone conferences, as necessary, to facilitate the execution of the Scope of Services
- 1.03 Provide written documentation of data issues that cannot be reconciled without changes to the Property Appraiser's database
- 1.04 Review Executive Summary reports as versions are provided;
- 1.05 No additional charge for travel expenses associated with an additional one-day trip, if needed, to meet with CRA Project Team and/or City Attorney

### **Task 2 Prepare a Preliminary Roll and First-Class Notices Advertising 9/12 Hearing**

Based primarily on Bay County Property Appraiser records, Ennead will prepare a Preliminary Roll for use in the preparation of Pro-Forma Rates and eventually a mail merge file. Subtasks include:

- 2.01 Acquisition of the June 1, 2019 (or later) data files from Bay County Property Appraiser; upload into Microsoft Access database; create Master Table of all CRA parcels;
- 2.02 Determine through City staff or legal counsel the categories, uses, ownership, exemptions or other factors that will affect the status of each parcel (active or inactive/exempt);
- 2.03 Request, acquire and tag "Confidential" parcels for special handling
- 2.04 Query data to build a frequency of distribution table, ordered by land use code, and by CRA project road segments;
- 2.05 Acquire budgets from CRA Manager or Dr. Owen Beitsch to develop Pro Forma rate scenarios;
- 2.06 Calculate cost of "buy down" for exempt properties, provide total estimated revenue value to City Attorney for use in public advertisement and First-Class Notices.
- 2.07 Optional Task: (Lump Sum \$2,500) Preparation of data and document files and coordination with the printer with respect to mailing notices to all CRA parcels. Assemble a main merge "data" file and provide collegial assistance to printer to facilitate the production and mailing of First-Class Notices. Identify postage costs (foreign and domestic) and assist with delivery of payment of postage to the printer in advance of printing. Notices must be mailed no later than Thursday, August 22, 2019. Coordinate the execution of an Affidavit of Mailing and provide same to the City. If this option is chosen, Task 2.07 includes the production of files required to produce and "Off-the-Roll" from the Final Roll.
- 2.08 Just prior to the mailing of notices, Ennead will provide a database for the City's use, to be found at [http://quicksearch.ennead-data.com/cra\\_nav](http://quicksearch.ennead-data.com/cra_nav). It will be



ENNEAD LLC

searchable by owner name, parcel number or location address. The availability of parcel-specific data is specified in the Directory Resolution.

**Task 3 Prepare a Final Roll suitable for use in mailing assessments to affected parcel (owners following Judgement on Validation Complaint)**

- 3.01 Acquire copy of adopted rate resolution
- 3.02 If judgement is favorable, Ennead will proceed with acquiring the most accurate ownership mailing information for use in preparing an "off the roll" mailing of assessments.
- 3.03 Ennead will acquire the form of the assessment from the City Attorney for use in the mail merge of the assessments.
- 3.04 Ennead will provide collegial assistance to the printer throughout the production and printing of the assessments.
- 3.05 Ennead will update the web-based database (created in Task 2.08) of all affected parcels in the CRA. The website will be searchable by owner name, parcel number or location address.

<i>Tasks 1.01 – 1.05, Tasks 2.01 – 2.06 and Tasks 3.01 – 3.04: Lump Sum</i>	<i>\$14,000</i>
<i>Task 2.07 Prepare data and document files and coordinate with printer (First Class Notice and Off-the-Roll Mailing of assessments)</i>	<i>\$2,500</i>
<i>Task 2.08 and 3.05: Set-up, host "Quicksearch" a searchable database</i>	<i>\$3,500</i>
<i><u>Travel, Project Documentation and Phone Conferences</u></i>	<i><u>No Charge</u></i>
<i>Fee Range: \$14,000- \$20,000</i>	

**Payment of Invoices**

Invoices for work performed will be submitted to the City periodically on a percent complete basis. Invoices are due upon receipt.

**Additional Work**

No additional work is anticipated. However, changes to the Scope of Services requested by the City and agreed to by Ennead LLC will be billed at the hourly rates shown in Attachment B.

**ATTACHMENT B**

**Stormwater Utility Consulting Services**

**ENNEAD LLC Direct Labor Rates for Repeat Government Clients**

Ennead Project Team Member Title	Direct Labor Hourly Rate (*)
Project Director	\$185.00
Senior Programmer/Analyst	\$185.00
Technical Support, GIS Digitizing, Analyst	\$85.00

(\*) Direct labor hourly rates effective through December 31, 2019; rates may be adjusted by five percent (5%) annually for invoices rendered after December 1 of each year thereafter until project completion or as mutually agreed between parties.

**ATTACHMENT C**

**Work Order Agreement between the  
CITY OF PANAMA CITY BEACH and ENNEAD LLC**

**2019-20 Consulting Services associated with the Implementation of a NAV Assessment  
Program for the Panama City Beach CRA**

This Agreement is based on the Scope of Services (Attachment A) and Ennead LLC's Hourly Fee Schedule (Attachment B). Fees are detailed as shown in the Scope of Services.

Again, we appreciate the opportunity to submit this proposal to you and look forward to being involved in this important project.

SUBMITTED BY:

ACCEPTED BY:

**Ennead LLC  
Tallahassee, Florida**

**PANAMA CITY BEACH**



\_\_\_\_\_  
Camilla A. Augustine, Owner      7-11-19      Date

\_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

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

No. BA # 47

FUND	CRA ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	160-5901-559.31-60	Professional Other	28,000.00	150,000.00	178,000.00
FROM	160-5901-559.95-00	Resrves Restricted	16,938,461.00	(150,000.00)	16,788,461.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	16,966,461.00	0.00	16,966,461.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To record budget amendment in the CRA for professional fees related to the development and implementation of a maintenance assessment program

ROUTING FOR APPROVAL

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE  
 \_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

EXHIBIT C

**REGULAR ITEM**

**2**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
CITY ATTORNEY/ AMY MYERS

2. MEETING DATE:  
JULY 25, 2019

3. REQUESTED MOTION/ACTION:  
APPROVE RESOLUTION SETTING THE RATES FOR SPECIAL EVENT MUNICIPAL 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)

FOLLOWING THE SPRING SPECIAL EVENT SEASON, STAFF SET OUT TO REVISE THE PROVISION AND ADMINISTRATION OF OUTSIDE DUTY EMPLOYMENT BETWEEN SPECIAL PROMOTERS AND CITY EMPLOYEES OF THE POLICE AND FIRE DEPARTMENT.

ORDINANCE 1493 CODIFIES A PROCESS BY WHICH THE CITY MANAGES THESE SERVICES AND REQUIRES THAT THE COUNCIL SET THE RATES THE CITY WILL CHARGE FOR THESE SERVICES.

ORDINANCE 1493 WAS APPROVED AT FIRST READING ON JULY 11. IN CONJUNCTION WITH THE ANTICIPATED ADOPTION OF ORDINANCE 1493, STAFF WOULD LIKE THE COUNCIL TO SET THESE RATES SO THAT FUTURE SPECIAL EVENTS CAN BEGIN WORKING UNDER THIS NEW SYSTEM.

STAFF RECOMMENDS APPROVAL. IF APPROVED THESE RATES SHALL BECOME EFFECTIVE IMMEDIATELY.



## RESOLUTION 19-114

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ADOPTING RATES FOR FIRE AND POLICE SPECIAL EVENT SERVICES PURSUANT TO PROCEDURES SET FORTH IN ORDINANCE 1493; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has approved first reading of Ordinance 1493 establishing rules and procedures for the provision of police and fire special event services; and

WHEREAS, Section 4-21(4) of the Ordinance provides the rates be established by resolution of the City Council.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the police and fire special event services rates within the City is adopted as follows:

1. For Special Event Services provided by City Police Department:
  - a. \$40 per hour per person plus all employer and employee portions of any local, state, or federal employment taxes due in connection with the services provided; and
  - b. An administrative fee equal to 10% of the total cost of the services of calculated pursuant to subsection (a).
2. For Special Event Services provided by the City Fire and Rescue Department:
  - a. \$40 per hour per person plus all employer and employee portions of any local, state, or federal employment taxes due in connection with the services provided; and
  - b. An administrative fee equal to 10% of the total cost of the services of calculated pursuant to subsection (a).

AND BE IT FURTHER RESOLVED THAT all resolutions or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

THIS RESOLUTION SHALL TAKE EFFECT immediately upon its passage.

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

CITY OF PANAMA CITY BEACH, FLORIDA

BY: \_\_\_\_\_  
Mike Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

**REGULAR ITEM**

**3**



## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

2. MEETING DATE:

3. REQUESTED MOTION/ACTION:

**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)

## **RESOLUTION NO. 19-115**

A RESOLUTION UPDATING FEES FOR PERMITS ISSUED BY THE BUILDING DEPARTMENT AND PLANNING DEPARTMENT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has in place a fee schedule for permits issued by the City Building Department; and

WHEREAS, Section 553.791 authorized property owners to utilize a private provider for the provision of plans review and inspection services; and

WHEREAS, Florida Statutes requires local jurisdictions to “calculate the cost savings to the local enforcement agency, based on a fee owner or contractor hiring a private provider to provide plans reviews and building inspections in lieu of the local building official, and reduce the permit fees accordingly;” and

WHEREAS, the City Building Department has calculated the cost effect due to the anticipated use of private providers performing plans reviews and building inspections taking into consideration factors such as average staff costs, average inspections times, travel expenses, the needs for plans review and limited audited inspections of private providers, and average permit fees; and

WHEREAS, the City Building Department has determined that discounts vary based upon the type of permit and services to be provided; and

WHEREAS, the Planning Department has also reviewed its fees in conjunction with this update and determined that several permits currently require no planning fee despite the demands and cost associated with the review and issuance of those permits.

WHEREAS, the City Council finds this calculation to be a fair, reasonable, and appropriate methodology to determine the cost savings as a result of the use of private providers for plan reviews and building inspections, which is consistent with the requirements of Fla. Stat. 553.791 and now desires to adopt an amendment to the Fees Schedule

WHEREAS, in Ordinance #865 the City has authorized the setting of fees by resolution.

NOW THEREFORE BE IT RESOLVED THAT the Building Department fee schedule set forth in Exhibit "A" and Planning and Zoning Department fee schedule set forth in Exhibit "B" be adopted to defray the costs incurred by the City for these permits and inspections and provide discounts for use of private providers (new text **bold and underlined**, deleted text ~~struckthrough~~).

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:

\_\_\_\_\_  
MARY JAN BOSSERT, CITY CLERK

**City of Panama City Beach Building Division Fee Schedule**

<b>Type</b>	<b>Description</b>	<b>Fee Amount</b>
Residential Building Permit	Valuation of < \$1000	\$35
	Valuation of \$1001 - \$50,000	\$35.00 for the first \$1,000 plus \$5 for each additional thousand or fraction thereof to and including \$50,000.
	Valuation of \$50,001 - \$100,000	\$260 for the first \$50,000 plus \$4 for each additional thousand or fraction thereof to and including \$100,000.
	Valuation of \$100,001 - \$500,000	\$460 for the first \$100,000 plus \$3 for each additional thousand or fraction thereof, to and including \$500,000.
	Valuation of \$500,001 and greater	\$1,660.00 for the first \$500,000 plus \$2 for each additional thousand or fraction thereof.
Commercial Building Permit	Valuation of < \$1000	\$55
	Valuation of \$1001 - \$50,000	\$55.00 for the first \$1,000 plus \$5 for each additional thousand or fraction thereof to and including \$50,000.
	Valuation of \$50,001 - \$100,000	\$260 for the first \$50,000 plus \$4 for each additional thousand or fraction thereof to and including \$100,000.
	Valuation of \$100,001 - \$500,000	\$460 for the first \$100,000 plus \$3 for each additional thousand or fraction thereof, to and including \$500,000.
	Valuation of \$500,001 and greater	\$1,660.00 for the first \$500,000 plus \$2 for each additional thousand or fraction thereof.
Swimming Pool - Commercial and Residential	Valuation of < \$1000	\$35
	Valuation of \$1001 - \$50,000	\$35.00 for the first \$1,000 plus \$5 for each additional thousand or fraction thereof to and including \$50,000.
	Valuation of \$50,001 - \$100,000	\$260 for the first \$50,000 plus \$4 for each additional thousand or fraction thereof to and including \$100,000.
	Valuation of \$100,001 - \$500,000	\$460 for the first \$100,000 plus \$3 for each additional thousand or fraction thereof, to and including \$500,000.
	Valuation of \$500,001 and greater	\$1,660.00 for the first \$500,000 plus \$2 for each additional thousand or fraction thereof.
Roofing - Commercial and Residential	Valuation of < \$1000	\$35
	Valuation of \$1001 - \$50,000	\$35.00 for the first \$1,000 plus \$5 for each additional thousand or fraction thereof to and including \$50,000.
	Valuation of \$50,001 - \$100,000	\$260 for the first \$50,000 plus \$4 for each additional thousand or fraction thereof to and including \$100,000.
	Valuation of \$100,001 - \$500,000	\$460 for the first \$100,000 plus \$3 for each additional thousand or fraction thereof, to and including \$500,000.
	Valuation of \$500,001 and greater	\$1,660.00 for the first \$500,000 plus \$2 for each additional thousand or fraction thereof.
	Contractors' Roof Permit - For Building Contractors installing shingle roof of new construction	\$35

*Exhibit A*

**City of Panama City Beach Building Division Fee Schedule**

<b>Type</b>	<b>Description</b>	<b>Fee Amount</b>
Demolition (Interior - Commercial and Residential)	Structure/Construction Under 500 sq ft	\$50
	Structure/Construction over 500 sq ft	\$100
Plans Review	Residential Building Plans Review	\$25
	Commercial Building Plans Review	50% of the building permit fee
	Commercial Building Plans Review - for 3rd party administration	25% of the building permit fee
	Signs and Fire Safety Systems Plans Review	50% of the permit fee
Residential Plumbing	Permit Issue fee / Minimum Fee	\$35
	Each Fixture	\$3.50
	Water Heater	\$3.50
	Sewer Tap	\$10
	Floor Drain	\$3.50
Commercial Plumbing	1st \$1000 of valuation / Minimum Fee	\$50
	Each additional \$1000 up to \$1,000,000 of valuation	\$8
	Each additional \$1000 over \$1,000,000 of valuation	\$1
	Sewer Tap	\$10
Residential Electrical - New Dwelling; Additions w/Service Change; Rewire w/service change	Permit Issue fee / Minimum Fee	\$35
	1st 1500 sq ft	\$15
	Each additional 500 sq ft	\$2.50
Residential Electrical - Additions to existing dwelling (w/o service change)	Permit Issue fee / Minimum Fee	\$35
	1st 500 sq ft	\$10
	Each additional 500 sq ft	\$2.50
Residential Electrical - New Circuits added to existing dwellings	Permit Issue fee / Minimum Fee	\$35
	1st circuit	\$10
	Each additional circuit	\$2.50
Residential Electrical - Other Electrical Permits *includes issuing fee	Commercial Pool	\$65
	Swimming Pool	\$35
	Temporary / PrePower to structure	\$30
	Temporary Pole	\$35
	Mobile Home Service Pole	\$35
	Service Change	\$35
	Service Repair	\$35
Commercial Electrical	1st \$1000 of valuation / Minimum Fee	\$50
	Each additional \$1000 up to \$1,000,000 of valuation	\$8
	Each additional \$1000 over \$1,000,000 of valuation	\$1
Residential Mechanical - Heating, Ventilation, A/C, Duct work, and Refrigeration	1st \$1000 of valuation / Minimum Fee	\$35
	Each additional \$1000 of valuation for New Construction	\$3
	Each additional \$1,000 or fraction of valuation for mechanical change outs	\$3



## City of Panama City Beach Building Division Fee Schedule

Type	Description	Fee Amount
Commercial Mechanical	1st \$1000 of valuation / Minimum Fee	\$50
	Each additional \$1000 up to \$1,000,000 of valuation	\$8
	Each additional \$1000 over \$1,000,000 of valuation	\$1
Mechanical Hood Installation	1st \$1000 of valuation	\$50
	Each additional \$1000 up to \$1,000,000 of valuation	\$8
Residential Gas	Permit Issue fee / Minimum Fee	\$35
	Water Heater	\$1.50
	Gas Piping for 1-3 outlets	\$10
	Each Additional outlet for 4 or more outlets	\$1.50
Commercial Gas	1st \$1000 of valuation / Minimum Fee	\$50
	Each additional \$1000 up to \$1,000,000 of valuation	\$8
	Each additional \$1000 over \$1,000,000 of valuation	\$1
Work without Permits	Double Fee	Double the permit fee or \$100, whichever is greater
Reinspection	Fee for each reinspection for all trades	\$30
Manufactured Home	Set up of Single Wide Manufactured Home	\$75
	Set up of Double Wide Manufactured Home	\$100
	Set up of Triple Wide Manufactured Home	\$150
Tent Permit	Commercial tents or Tents larger than 10' x 10'	\$65
Fire Safety Inspection Permit - Standard Life Safety or Fire Prevention Inspection	1st 3000 square feet & up to 5 residential units	\$50
	Over 3000 square feet & up to 10000 square feet	\$75
	Over 10,000 square feet & up to 50,000 square feet	\$100
	Over 50,000 square feet	\$200
	Each Additional 1000 square feet over 50,000	\$1
Fire Suppression - New Construction	Piping for Suppression, for less than 5000 square feet	\$55
	Each additional 1000 square feet over 5000 square feet	\$4
	Each Device / Sprinkler Head	\$1
	Each Fire Cabinet	\$15
	Fire Pump Connection	\$15
	Garbage or Laundry Chute per Floor	\$4
	Hood Suppression	\$25
Commercial Fire Alarm & Annunciator	Basic Fee	\$55
Renovation or Repair - Fire Suppression System	Up to \$5000 estimated job cost	\$55
Renovation or Repair - Fire alarm, Fire or smoke detection and annunciator systems:	Up to \$5000 estimated job cost	\$55

## City of Panama City Beach Building Division Fee Schedule

Type	Description	Fee Amount
Low Voltage - Residential & Commercial	Issue (per ss 553.793)	\$40
Sign	Permit Issue fee	\$65
	Off Premises	\$185
	On Premises	\$65
	Signs Plans Review	50% of the permit fee
Competency Card	1st time and renewals	\$50 for 2 years if renewed in September, \$50 per year if renewed in months other than September
	Journeyman	\$10
	Out of County	\$150
	Out of State	\$300
Surcharge	Required FL DBPR Surcharge	1.0% or \$2 whichever is >
	Required FL DCA Surcharge	1.5% or \$2 whichever is >
Address	Each New Address	\$40 each
	Subdivisions, Each address for 1 to 7 addresses	\$40 each
	Subdivision, Each address for 8 or more addresses	\$10 each
Off-Site Staging	Fee for use of an area off-premises from the property under construction as a staging area for that construction	\$50
Refunds	Fifty percent (50%) of the paid permit fee may be refunded provided no inspections have been made.	50% of permit fee
Permit Transfer / Contractor Change	New permit holder will pay 100% of the original permit fee provided construction is less than 90% completed.	100% of original
Copies	Fee per page	\$0.15
Document Retrieval fee		\$25 per hour
Alternate Energy Permits	Issuing / minimum charge	\$50
	1st \$1000 of valuation	\$50
	Each additional \$1000 up to \$1,000,000 of valuation	\$8
	Each additional \$1000 over \$1,000,000 of valuation	\$1
Change of Occupancy Fee	For the change of occupancy of any building or structure	\$50.00
<b>Private Provider Discount</b>	<b>Commercial Building Inspections:</b>	<b>18%</b>
	<b>Residential Dwelling Inspections:</b>	
	<b>One-Story</b>	<b>\$321.00</b>
	<b>Two-Story Dwellings</b>	<b>\$321.00 plus 7% discount.</b>
	<b>Three-Story and above</b>	<b>\$321.00 plus 10% discount</b>
	<b>Over-the-counter permits</b>	<b>30%</b>
	<b>Commercial Plans Review:</b>	<b>25%</b>
	<b>Residential Plans Review</b>	<b>15%</b>

EXHIBIT B

**Planning and Zoning Fees (July 19, 2019)**

REQUEST	FEE
Large Scale Plan Amendment	\$2100
Small Scale Plan Amendment	\$1500
Appeal	\$500
Variance	\$500
Annexation	\$800
Rezoning w/o Plan Amendment	\$900
PUD Master Plan	\$800
PUD Master Plan Amendment	\$800
PUD Final Development Plan	\$800
Development Order	\$800
Development Order Extensions	\$50
New DRI	\$3,000
DRI Substantial Deviation	\$1,000
Conditional Use	\$900
Conditional Use Amendment	\$500
Signs	\$25
Zoning Verification Letter	\$50
Development Agreement	See Note
Traditional Neighborhood Overlay District Master Plan	\$800
Traditional Neighborhood Overlay District Master Plan Amendment	\$800
Traditional Neighborhood Overlay District Final Development Plan	\$800
Traffic Study Review (Minor, 1 <sup>st</sup> two revisions)	\$800
Traffic Study Review (Minor, each revision after 1 <sup>st</sup> two)	\$300
Traffic Study Review (Major, 1 <sup>st</sup> two revisions)	\$1,000
Traffic Study Review (Major, each revision after 1 <sup>st</sup> two)	\$400
Traffic Study Review (DRI, 1 <sup>st</sup> two revisions)	\$1,500
REQUEST	FEE

**REGULAR ITEM**

**4**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

July 25, 2019

3. REQUESTED MOTION/ACTION:

Staff recommends City Council approve a new contract with Panama City Swim Team.

4. AGENDA

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes  No

N/A

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

Staff is recommending to approve entering into a new contract with Panama City Swim Team (PCST).

Contract is for a two years with two, (2) year renewal options.

PCST has been the Home Swim Club Team for the City of Panama City Beach. This contract replaces the last contract that covered the last six years. We have a great partnership with PCST and staff looks forward to the next six years working with PCST.

**RESOLUTION 19-116**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A FACILITY USE AND LICENSE AGREEMENT WITH PANAMA CITY SWIM TEAM RELATED TO USE OF THE AQUATIC CENTER FOR FISCAL YEARS 2019 AND 2020.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Use and License Agreement between the City and PANAMA CITY SWIM TEAM, relating to its use of the Aquatic Center for the terms, purposes and fees schedule set forth therein, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

P. C. B. AQUATIC CENTER  
USE AND LICENSE AGREEMENT

Updated July 17, 2019

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_, 201\_\_, by and between the City of Panama City Beach, Florida, a municipal corporation (the "City") and Panama City Swim Team ("Licensee"):

**CITY HEREBY GRANTS** to Licensee a license to use the City of PCB Aquatic Center ("Site") in Bay County, Florida, upon the terms and conditions of this Agreement, which are:

1. **TERM and TERMINATION.** The term of this agreement shall be October 1<sup>st</sup>, 2019 to September 30<sup>th</sup>, 2021. Licensee shall be entitled to use the Site during the Term in accordance with the conditions set forth in the body of this Agreement. This Agreement may be renewed for two, consecutive two-year terms, by mutual written agreement of the parties. Either party in its sole discretion and without cause may terminate this agreement on the first day of any fiscal year by delivering written notice of termination to the other party not less than sixty (60) days prior to October 1. If the Licensee fails to timely and properly fulfill any obligation under this agreement, the City may terminate this agreement by giving written notice to the Licensee of such termination and the effective date thereof.

2. **LIMITED USE OF SITE.**

a. Licensee shall use the Site for the exclusive purpose of: Practice, Summer Splash and Masters. The Master Big Schedule provided by the Parks and Recreation Director is the schedule that will be used and is prepared (1) year ahead. **All PCST proposed Changes to the schedule must be put in writing to the Aquatics Administration Supervisor a minimum of (30) days ahead of schedule. Approval or Denial will be made by Parks and Recreation Director within (5) Business Days.**

PCST agrees to pay for each day scheduled even if they cancel a practice without a 30 day prior notice, No Exceptions. The Licensee's use of the Aquatic Center shall be limited to a maximum use of three (3) hours and 14 lanes per day per session per Master Big Schedule for Short Course and four (4) lanes for Long Course. To be able to use 14 lanes, PCST must either take lane 0 or lane 21 per Parks and Recreation Director's decision. During the Summer Splash Program PCST shall be limited to 15 lanes, which includes using only half of lanes 18, 19, 20 and 21. The City will use the other half of those lanes closest to the steps for the City's Swim Lesson Program. All schedules shall be subject to the final approval of the City Parks and Recreation Director.

b. PCST is limited to Level 3 participants and up. Swim instruction for participants lower than Level 3 will require written approval from the City Parks and Recreation Director. The City will provide lessons for individuals at Level 2 and lower. Level 3 definition: A swimmer able to swim a minimum of 25 yards with beginning stroke development.

c. The City reserves the right to close the facility due to unsafe conditions (weather) at the sole discretion of the Aquatic Center Staff. PCST Head Coach will be notified immediately of said closure and will not be charged for any times that PCST is not at the pool due to weather cancellations. Anytime PCST is at the Aquatic Facility, rental rates are in effect. Once a cancellation is considered official and PCST exits the Aquatic Facility, that Session Rental will end. Cancellations and Pool Closures will be credited by the Aquatics Administration Supervisor.

d. Licensee acknowledges and agrees to the following City policies affecting use of the Aquatic Center:

**Weather Policy-** All hours are subject to change at any time - Due to weather, pool temperature, mechanical issues, swim meets, special events and changes to the schedule.

**Holiday Policy-** Pool is closed on Thanksgiving, Christmas & New Year's Day.

**Lightning Policy-** For each lightning strike within 10 miles, a red warning light will be displayed by the lightning detector on the scoreboard. When lightning is within 7 miles, an alarm will go off. Pool will then be closed for a minimum of 30 minutes and participants need to seek shelter. Note: If lightning occurs in the evening hours and staff is unable to change pool to long course, short course will stay set up for the early morning lap swim.

**Bad Rain Day Policy-** Pool will observe an adjusted Lap Swim/Open Swim Schedule-Call Pool for details...

**Cold Weather Policy-** If outdoor temperature is 35 degrees or below the Pool will close. Also, Early Morning Swims 6-8am will be cancelled if outdoor temperature is predicted day before at 38 degrees or colder. Crew Chiefs will make Final Decision at 3:30pm with three (3) Weather Web Site Reports showing the predicted temperature the next day at 6am. During Long Course Season, if temperature is 50 degrees or below, there will be no long course lap swimming. Short Course Only.

e. The possession, consumption, and sale of alcoholic beverages are prohibited on the Site.

f. Use of the Site for Swim Meet Rentals will be negotiated by a separate agreement.

3. **FEE.** The City of Panama City Beach Parks and Recreation Department has calculated the fees based on the Master Big Schedule (Attachment A). **All rental fees as listed below will be due by the 5<sup>th</sup> of each month for the previous month's usage and delivered to the Aquatics Ticket Office.** Licensee "PCST", is Tax Exempt and not required to pay a Tax. **Late Fee will be calculated at \$25.00 per day.**  
**Long Course rental will be calculated at the rate of 2 lanes per hour.**

**Rental Costs:**

Lane rental from Oct 1<sup>st</sup>, 2019 thru Sept 30<sup>th</sup>, 2020 is at a rate of \$5.00 per lane per hour

Lane rental from Oct 1<sup>st</sup>, 2020- Sept 30<sup>th</sup>, 2021 is at a rate of \$5.00 per lane per hour

If Agreement renewed by a letter signed by both the City & PCST by Aug 1<sup>st</sup>, 2021:

Licensee Initials \_\_\_\_\_

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AGENDA ITEM # 4

Lane rental from Oct 1<sup>st</sup>, 2021- Sept 30<sup>th</sup>, 2022 is at a rate of \$5.75 per lane per hour  
Lane rental from Oct 1<sup>st</sup>, 2022- Sept 30<sup>th</sup>, 2023 is at a rate of \$6.50 per lane per hour  
If Agreement renewed by a letter signed by both the City & PCST by Aug 1<sup>st</sup>, 2023:

Lane rental from Oct 1<sup>st</sup>, 2023- Sept 30<sup>th</sup>, 2024 is at a rate of \$7.25 per lane per hour  
Lane rental from Oct 1<sup>st</sup>, 2024- Sept 30<sup>th</sup>, 2025 is at a rate of \$8.00 per lane per hour

4. **ACCEPTANCE OF SITE.** Licensee represents and warrants that it has inspected or caused to be inspected the Site, including all facilities, utilities and improvements thereon, and that they are all acceptable "as is" and appropriate for Licensee's use. In the event of a material change in the condition of the Site adversely affecting Licensee's ability to use the Site, Licensee's sole remedy shall be to terminate this Agreement upon written notice to the City.
5. **ALTERATIONS, ADDITIONS, IMPROVEMENTS, BANNERS & SIGNS.** No permanent alterations, additions or improvements shall be made to the Site. The City shall require the Licensee to remove any alteration, addition or improvement and restore the Site to its original condition at the Licensee's expense. Licensee with the approval from the Director of Parks and Recreation may hang a PCST Banner or Sign on the White Picket Fence promoting PCST at no charge on those dates during the Term of this Agreement. Sponsorship Banners through PCST may only be hung on the White Picket Fence during PCST Swim Meets. Sponsorship Banners through PCST are not allowed to be hung at any other time. City consents to the Licensee's placement of temporary improvements on the Site necessary to produce the Event, including by way of example and not limitation, temporary electrical cords, junction boxes, water hoses, temporary lighting, temporary fencing, swim training equipment, generators, small hauling trailers, temporary 10x10 tents, trash receptacles, and all other improvements of a similar nature, provided however that no such improvements require permits from the city building department prior to the installation thereof. Licensee shall remove all such temporary improvements existing on the Site or Parking Lots at the conclusion of each day, failing which the City or its designee may seize, impound, remove and destroy the same at Licensee's expense.
6. **USAGE OF STORAGE SHELTER, CLASSROOM, PAVILION #4, SCOREBOARD, STARTING BLOCKS AND LOCKER ROOMS.** Licensee is being provided the usage of a Storage Shelter, Classroom Cabinets, Classroom Refrigerator, Pavilion #4, Starting Blocks and the Locker Rooms on a daily basis at no charge. PCST is also permitted to use the Site for Dry Land Practices during normal hours of operation at no additional cost, provided such Dry Land Practices are listed in the Master Big Schedule and approved by the Director of Parks and Recreation. The City requests that the Licensee use the Locker Rooms to change and shower in a timely fashion. The City requests that all bags, clothes and towels be placed in Pavilion #4 during practices and events. The Scoreboard is City owned and the responsibility of the City. The timing equipment is owned by the Licensee. All repairs and improvements to the Timing equipment is the responsibility of PCST. **PCST is not allowed to use the Concession Stand nor are they allowed to sell concessions.** Exceptions may be made by the Director of Parks and Recreation when City Staff is not able to sell Concessions.
7. **REPAIRS, MAINTENANCE, AND CLEANUP.** Licensee shall at its expense keep and maintain the Site in good repair during the Term. Licensee agrees to repair, replace or compensate the City for any excessive cleanup required or for any damage sustained to City property during the Term, as determined by the City in its sole discretion. In the event Licensee's guests or participants damage the Aquatic Center Facility the Aquatic Center staff will document in writing the incident and notify the Parks and Recreation Director and PCST Coaches. PCST will be required to pay for all repairs within (7) business days. **Pending approval from the City Council during the budget process, it is planned to replace the pool liner and (10) starting blocks during the term of this agreement. Licensee "PCST" understands that when the pool liner is being replaced that the Aquatic Center may be closed for an extended period of time. The City will provide in writing a (60) day notice of the dates the Aquatic Center will be closed. December and March (until School Spring Break ends) would be the most favorable months for repairs to occur for PCST. PCST will not be responsible for paying for the use of the pool while it is shut down for the pool liner replacement.**
8. **CONDITION AND VACATION OF SITE.** Licensee shall neither commit nor permit waste of the Site. At the termination of this Agreement by lapse of time or otherwise, Licensee shall vacate and return the Site to the City in a condition acceptable to the Director of Parks and Recreation.
9. **COMPLIANCE WITH LAWS.** Licensee shall comply and cause its employees, agents and subcontractors to comply with all laws, ordinances and regulations applicable to the occupation or use of the Site, and shall promptly comply and cause the same to comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or associated with the Site.
10. **RIGHT OF ENTRANCE.** The City shall have the right to enter the Site at all times during the Term and shall have free access at all times to all spaces occupied by the Licensee, its employees, agents and subcontractors.
11. **INSURANCE AND INDEMNIFICATION.**
  - a. Licensee shall at its expense maintain in force during the Term a comprehensive public liability coverage insuring Licensee against liability arising from Licensee's occupation, use or maintenance of the Site. Licensee's coverage shall be in the amount of not less than \$1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$3,000,000 for property damage and bodily injury to or death of more than one person in any one accident or occurrence. All such insurance shall name the City, its officers, employees and agents as additional insured. **Insurance Policy must be provided to the Aquatics Administration Supervisor on or before October 1<sup>st</sup> of each year and be good for (1) calendar year. If Insurance Policy is not provided, all events will be suspended until insurance is in place.**

Licensee Initials           

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- b. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
- c. Licensee shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Licensee's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Licensee, and all such policies may waive any right of subrogation against the City.
- d. All coverage maintained by Licensee pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days prior written notice to the City.
- e. Within (30) days of the date of this agreement, and in no event less than (72) hours prior to the Term, and thereafter upon the written request of the City, Licensee shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: PCB Parks & Recreation, Attn: Aquatics Administration Supervisor, 16200 Panama City Beach Parkway, Panama City Beach, FL 32413, Facsimile 850.233.5161.
- f. Licensee shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Licensee or anyone claiming by, through or under Licensee; or (ii) the breach of any of Licensee's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Licensee and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.
- g. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Licensee under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Licensee and shall afford the Licensee and its counsel, at the Licensee's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

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

12. **TIME.** Time is of the essence in this Agreement.

13. **FORCE MAJEURE.** The City's failure or inability to provide any facility for public use at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

14. **REMEDIES.** Failure to cure a breach of a material term hereunder within four (4) hours of Licensee's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

15. **ASSIGNMENT.** This Agreement is not assignable.

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

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

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

19. **COACHES AND BACKGROUND CHECKS REQUIRED.** **The City requires that each coach complete and pass a background check conducted by USA Swimming and then by the City, prior to such coach being permitted to coach at the Aquatic Center. All coaches under 18 are not required to have a Background Check.** Once the Coach has been approved, that coach will be provided a badge approving them to coach at the Panama City Beach Aquatic Center for (1) Calendar Year. That badge also will serve as a season pass and will allow the coach to use the Aquatic Center at no charge per the regular Public Schedule. **Badges must be worn at all times while coaching.**

20. **APPROPRIATE ATTIRE REQUIRED.** The City requires all swim instructors wear the following swim attire while conducting lessons:  
 Females: Appropriate 1 or 2 piece swimsuits      Males: Jammer swimsuits or board shorts

21. **NO COMPETITION.** The City agrees that PCST is the home swim team for the PCB Aquatics Center. All other teams are considered Visiting Teams, EXCEPTION Arnold High School for the High School Swim Season. Licensee will be given first priority/right of refusal on practice days. Visiting Teams would then be given an opportunity to schedule swim practices. The Master Big Schedule is prepared one year in advance, so visiting teams can schedule accordingly with the Aquatics Administration Supervisor. Visiting teams may swim with PCST in their lanes during scheduled times with permission from PCST. The Visiting Team would only be responsible for paying for either the 1 day or 2 day per swimmer fee. No additional costs to PCST.

22. **NOTICES.** Any notice required by this Agreement shall be directed to the parties as follows:

As to City:  
 Jim Ponek, City Parks and Recreation Director

As to Licensee:  
 Contract Representative: \_\_\_\_\_

Licensee Initials

Mario Gisbert, City Manager  
jponek@pcb.gov  
mgisbert@pcb.gov  
110 S. Arnold Road, PCB, FL 32413 850 233-5045

Title/Position: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

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

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

Signed in the presence of: \_\_\_\_\_  
\_\_\_\_\_

Licensee  
By: \_\_\_\_\_

Witness 1 (Print Name): (Signature)

By: (Print Name)

\_\_\_\_\_

\_\_\_\_\_

Witness 2 (Print Name): (Signature)

By: (Signature)

STATE OF FLORIDA COUNTY OF BAY

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_  
by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

- ( ) who is personally known to me.
- ( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

**APPROVED:**

\_\_\_\_\_  
Mario Gisbert, City Manager

**Recommended:**

**ATTEST:**

\_\_\_\_\_  
Jim Ponek, Parks & Recreation Director

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

Licensee Initials \_\_\_\_\_

**Attachment B**

**Estimated Costs based on the Projections of the Big Schedule:** Projections are based on past usage and proposed usage for each upcoming season,.

**2019-2021-\$5.00- Per Hour Per Lane**

October Rental:	\$4,603	February Rental:	\$4,235	June Rental:	\$8,435
November Rental:	\$3,920	March Rental:	\$3,558	July Rental:	\$9,123
December Rental:	\$4,943	April Rental:	\$4,363	August Rental:	\$6,578
January Rental:	\$4,770	May Rental:	\$4,913	September Rental:	\$4,963

**2021-2022-\$5.75 Per Hour Per Lane**

October Rental:	\$5,293	February Rental:	\$4,870	June Rental:	\$9,700
November Rental:	\$4,508	March Rental:	\$4,091	July Rental:	\$10,491
December Rental:	\$5,684	April Rental:	\$5,017	August Rental:	\$7,564
January Rental:	\$5,486	May Rental:	\$5,649	September Rental:	\$5,707

**2022-2023-\$6.50 Per Hour Per Lane**

October Rental:	\$5,983	February Rental:	\$5,506	June Rental:	\$10,966
November Rental:	\$5,096	March Rental:	\$4,625	July Rental:	\$11,859
December Rental:	\$6,425	April Rental:	\$5,671	August Rental:	\$8,551
January Rental:	\$6,201	May Rental:	\$6,386	September Rental:	\$6,451

**2023-2024-\$7.25 Per Hour Per Lane**

October Rental:	\$6,674	February Rental:	\$6,141	June Rental:	\$12,231
November Rental:	\$5,684	March Rental:	\$5,158	July Rental:	\$13,228
December Rental:	\$7,167	April Rental:	\$6,326	August Rental:	\$9,537
January Rental:	\$6,917	May Rental:	\$7,123	September Rental:	\$7,196

**2024-2025-\$8.00 Per Hour Per Lane**

October Rental:	\$7,364	February Rental:	\$6,776	June Rental:	\$13,496
November Rental:	\$6,272	March Rental:	\$5,692	July Rental:	\$14,596
December Rental:	\$7,908	April Rental:	\$6,980	August Rental:	\$10,524
January Rental:	\$7,632	May Rental:	\$7,860	September Rental:	\$7,940

Licensee Initials  

AGENDA ITEM # 4

# PCST Schedule 2019 Panama City Beach Aquatic Center Attachment A

236-2205 [www.panamacitybeachparksandrecreation.com](http://www.panamacitybeachparksandrecreation.com) facebook:@PCBAquaticsCenter Updated April 29, 2019

**Weather Policies-** All hours are subject to change at any time - Due to weather, pool temperature, mechanical issues, swim meets, special events and changes to the schedule. **The Pool is closed on Thanksgiving Day, Christmas Day & New Year's Day.**

**Lightning Policy** – For each lightning strike within 10 miles a red warning light will be displayed by the Lightning detector on the scoreboard. When Lightning is within 7 miles, an alarm will go off. Pool will then be closed for a minimum of 30 minutes and participants need to seek shelter. Note: If lightning occurs in the evening hours and staff is unable to change pool to LC, SC will stay set up for the early morning lap swim.

**Bad Rain Day Policy-** Pool will observe an adjusted Lap Swim/Open Swim Schedule-Call Pool for details...

**Cold Weather Policy-** If outdoor temp is 35 degrees or below the POOL will close. Also, Early Morning Swims 6-8am will be cancelled if Temp is predicted day before at 38 degrees or colder. Crew Chiefs will make Final Decision at 3:30pm with (3) Weather Web Site Reports showing the predicted temperature the next day at 6am. **During LC Season, if temp is 50 degrees or below, there will be no LC lap swimming. SC Only.**

**Fees-** General Admission/Modified Open Swim \$8, Military \$5 (ID Required), Kids 1-14 \$5, Babies Free  
Seniors with ID 65 + \$5, Non Swimmer Gate Fee \$2, Guest Shower Fee \$5, Water Exercise Class \$5 or 10 visit for \$30  
Summer Open Swim \$5, Evening Open Swim Summer Hours \$5, Toddler Play Time \$3  
Groups (20 or more) \$4 with pre-reserved reservations, No Exceptions. Group Supervision 8-Under 1to10; 9-up 1to 20  
Groups without reservations, risk being turned away. (Mon-Fri 150 Total Max Groups) (Sat-Sun 50 Total Max Groups). Book Today  
Scuba \$16 per person + \$5 per hr/lane – Reservations, contract & insurance. Scuba Rental \$80hr Mon-Fri 7-9pm / \$160hr Sat & Sun 5-7pm  
Open Swim - Children 10 and Under must be accompanied by a person 16 or older.

**Season Passes-** 20 Visit Fee Transferable \$80, 10 Visit Pass Transferable \$40, Individual Annual \$275, Individual Annual(Active/Retired Military & Senior 65+) \$200, Family Annual Pass(5 max same house hold) \$400 -additional member \$70, Summer Individual Pass(May-Sept Open Swim/Toddler Play Time/Aerobics) \$90, Mid-Summer Individual Pass(Aug-Sept) \$45 Summer Family Pass-(5 max)(May-Sept Open Swim/Toddler Play Time/Aerobics) \$250, Mid-Summer Family Pass(5 Max)(Aug-Sept) \$125

**Gazebo Rentals & Birthday Parties-** (11:15am-1:30pm & 1:45-4pm) Gazebos free to use first come first serve or they may be reserved. Half Day Party Package \$150 includes Gazebo & 23 entrees. Full Day Party Package \$225 includes Gazebo & 23 entrees. The 23 entrees can also be used on other days. Half Day Gazebo is \$75. Full Day Gazebo is \$150. **Tax must be added for all rentals.**

**Only Coast Guard Approved Puddle Jumpers & Lifejackets are allowed in the Pool, No Exceptions!**

**Food & Drink Policy - Not Allowed** – Exception Outside Food & Drink is only permitted if a Gazebo has been rented through the Ticket Office. No Glass containers allowed. Please support our Concession Stand.

**Private Parties-** Fri, Sat & Sun 5pm-9pm. 1 Hr Min OK! Parties may be cancelled 5 days prior due to shortage of guards.

Kiddie Pool \$160 per hr (Price Includes 3 Lifeguards, Big Slide & Clean Up Fee).

Big Pool \$260 per hr (Price Includes 3 Lifeguards, Diving Boards, Obstacle Course & Clean up fee).

Both Pools \$420 per hr (Price Includes 6 Guards & all amenities above).

**Tax must be added for all rentals.**

Additional Guard Fee \$20 per hr for groups over 75 people & \$40 per hr for groups over 100. Parties allowed set up 15 min early.

Note: Private Parties are Not completely Private unless you reserve both pools. If you only reserve one pool, you may be sharing the facility with another party. On Fridays from 5-7pm lap swimmers/swim lessons could be in the big pool.

Private parties are allowed to come in 15 minutes early to set up. School Supervision K-3<sup>rd</sup> Grade 1-10 & Grade 4<sup>th</sup>- Up 1-20

**End of the School Year Parties-** May 2<sup>nd</sup> –May 27<sup>th</sup>; Call the Aquatic Center to book your Class Party! Note: School Parties are Not Private Parties unless you reserve both pools. If you only reserve one pool, you may be sharing the facility with another school. Seven lanes in Big Pool are designated to Lap Swimmers. Times available: Mon-Fri 9:30am-11:30am based on availability or another option is from 12:30pm to 3pm during Open Swim.

**Lifeguard & WSI Training-** Classes available throughout the year. Cost for training for potential employee is \$150.00 per person (non-refundable & to be paid at the beginning of course) price includes all supplies & materials. Lifeguard jobs available once certification training is passed. Cost for CPR Class is \$50.00 per person Non Employee.



22 Lanes... Lane 0 to Lane 21 (The shallow wall lane with steps). Max Capacity: Big Pool 385, Kiddie Pool 113



## Fall Schedule (September 9-November 3)

**High School Swim & Dive Meets September 11, Oct 4, 10, 11, 17, 18 & 19 @4pm:**

(Lanes 0-10) (PCST 11-15 & 20-21)(Lap Swim 16-19)

**High School Swim & Dive Meets Wed Oct 31 & Nov 1 – Pool Closed from 12-2pm for warm ups 20 lanes**

(Lanes 0-12) (PCST 12-15 & 20-21)(Lap Swim 16-19)

**High School Swim & Dive Meet Saturday Sept 29<sup>th</sup> – Lanes 0-13 7am-7pm Limited Public Lap Lanes 7am-12pm Lanes 18-21**

**PCST Swim Meet Sept 21, 22 & 23: Pool Closes on the September 21<sup>st</sup> at 3pm and 22<sup>nd</sup> & 23<sup>rd</sup> All Day.**

**Modified Open Swim** - Shallow End 18-21 (Kiddie Pool/Diving Boards Closed) \$8

**Modified Open Swim** - Shallow End 20-21 (Kiddie Pool/Diving Boards Closed) \$8

**Lap Swim** – LC (5 Lanes: 4-8 6-7am & 8 Lanes 7-8am)

**Lap Swim** – SC (10-4pm Lanes: 8-19) (4-6:30pm Lanes: 16-19) (6:30-7pm Lanes: 9-21)

**Lap Swim** – SC (Min 6 Lanes: 11-21)

**Lap Swim** – LC (6 Lanes: 2-7)

**Water Exercise** - (\$5 or 10 for \$30)

**PCST** – SC (13Lanes: 5-15 & 20-21)

**PCST** – SC (3 Lanes: 6-8) thru Nov 9

**PCST** - LC (3 Lanes: 1-3) (Includes Masters)

**PCST** – SC (11 Lanes: 0-10) (Includes Masters)

**High School Teams** – (Lanes: 0-4) (Includes Diving Aug 14- Nov 2)(Nov 6-9 4-6:30)

**Scuba Training** – (Times to be Reserved in designated area)

**Scuba Training** – (Lanes 0-13) (Times to be Reserved)

**Scuba Training** – LC (Lane: 8) (Times to be Reserved) (Limit of 12)

**Navy Training** – (Lanes: 5-6) (Times to be Reserved)

**Special Olympics** – (Lanes: 0-4 ½ pool 6-6:30pm & Lanes 20 & 21 6:30-7pm)

**Swim Lessons** - (11:45am Lanes: 20-21) (6:30pm Lanes: 7-9)

**Visiting Team Options** – SC (22 Lanes)

SC (2 Lanes: 19-21)

SC (22 Lanes)

SC (16 Lanes: 0-5 & 11-20)

LC (8 Lanes )

LC (2 Lanes)

SC (10 Lanes)

SC (9 Lanes 6:30-7pm) (21 Lanes 7-9pm)

SC (Lanes: 0-8)

SC (Lanes: 0-13)

**Mon-Fri 11:30am-3:45pm**

**Saturday 11:30am-1pm**

**Mon-Thur 6-8am**

**Mon-Fri 10am-7pm**

**Saturday 7am-1pm**

**Sunday 1-4pm**

**Mon-Fri 10:30-11:30am**

**Mon-Fri 4-6:30pm**

**M,W,F 6:30-7pm**

**Mon-Thur 6-7am**

**Saturday 7-10am**

**Mon-Thur 3:45-7:15pm**

**Mon-Fri 11:30am-3:45pm**

**Saturday 11am-1pm**

**Sunday 2-4pm**

**Mon-Fri 10:30-11:30am/6:30-7pm**

**Monday 6-7pm**

**Mon-Fri 9am, 5:30-6:30pm**

**Saturday 1-6pm**

**Saturday 7-11:30am**

**Saturday 5-7am**

**Sunday 10am-2pm**

**Sunday 4-6pm**

**Mon-Thurs 6-8am**

**Friday 6-8am**

**Mon-Fri 6:30-9pm**

**Mon-Fri 10am-4pm**

**Mon-Fri 6:30-7pm**

# Winter Schedule (November 4 – January 3, 2020)



## Pool Closed Monday-Friday from 2pm – 3:30pm (Pool Covers are back on!)

Early Morning Swims 6-8am will be cancelled if Temperature is predicted the day before at 38 degrees or colder.

PCST & High School Swim Teams maintain same Fall Schedule until Fri Nov 8<sup>th</sup> ending at 6:30pm Lap Lanes are 14-17

Pool Closed on Thanksgiving Day, Christmas Day & New Year's Day.

A Normal Saturday Schedule will be observed on the Friday after Thanksgiving – 7am-11am

PCST – Swim Practice during Thanksgiving Week Nov 18- Nov 22 Probably only 5 lanes Max

**Saturday Dec 28, 2019 "The 3<sup>rd</sup> Annual Winter 2000 Yard Swim Challenge" 11:15am**

**\$15 Entry Fee Includes T-Shirt and a Great Lunch. Annual Members are Free - SC**

<b>Modified Open Swim</b> – Shallow End Open (Kiddie Pool/Diving Boards Closed) \$8	<b>Mon-Fri</b>	<b>11:30am-2pm</b>
<b>Modified Open Swim</b> – Shallow End Lane: 21 (Kiddie Pool/Diving Boards Closed) \$8	<b>Saturday</b>	<b>7am-11am</b>
<b>Modified Open Swim</b> – Shallow End Lanes: 19-21 (Kiddie Pool/Diving Boards Closed) \$8	<b>Sunday</b>	<b>1pm-4pm</b>
<b>Lap Swim</b> – SC (7 Lanes: 15-21)	<b>Tue &amp; Thur</b>	<b>6am-8am</b>
<b>Lap Swim</b> – SC (10 Lanes: 6-15)	<b>Mon-Fri</b>	<b>11:30am-2pm</b>
<b>Lap Swim</b> – SC (8 Lanes: 12-19)	<b>Mon-Fri</b>	<b>3:30pm-6:30pm</b>
<b>Lap Swim</b> – SC (Min of 5 Lanes: 14-18 )	<b>Saturday</b>	<b>7am-11am</b>
<b>Lap Swim</b> – SC (Min of 6 Lanes: 12-17)	<b>Sunday</b>	<b>1pm-4pm</b>
<b>Water Exercise</b> – (\$5 or 10 for \$30)	<b>Mon-Fri</b>	<b>11:45am-12:45pm</b>
<b>PCST</b> – SC (13 Lanes: 1-11 & 20-21)	<b>Mon-Fri</b>	<b>4pm-6:30pm</b>
<b>PCST</b> – SC (4 Lanes: 11-14) (Includes Masters)	<b>Tue &amp; Thur</b>	<b>6am-7am</b>
<b>PCST</b> – SC (11 Lanes: 0-10) (Includes Masters)	<b>Saturday</b>	<b>7am-10am</b>
<b>Divers Training</b> – Deep End (1 Lane) (Times Reserved. Limit of 6 per day)	<b>Mon-Fri</b>	<b>4pm-6:30pm</b>
<b>Scuba/Navy Training</b> – (4 Lanes) (Times to be Reserved. Limit of 20 per day)	<b>Mon-Fri</b>	<b>11:30am-2pm/6-6:30pm</b>
<b>Scuba Training</b> – (2 Lanes: 19&20) (Times to be Reserved. Limit of 12 per day)	<b>Saturday</b>	<b>7am-11am</b>
<b>Diving Program</b> – SC (7 Lanes: 15-21)	<b>Tue &amp; Thur</b>	<b>6am-8am</b>
<b>Diving Program</b> – (4 Lanes: 0-4) (Times to be Reserved)	<b>Saturday</b>	<b>10am-11am</b>
<b>Diving Program</b> – (4 Lanes: 0-4) (Times to be Reserved)	<b>Sunday</b>	<b>2pm-4pm</b>
<b>Visiting Team Options</b> – Regular Visiting Team Fees during Regular Hours	<b>Sat &amp; Sun</b>	<b>11am-2pm</b>
SC (22 Lanes) (Private Rental)	<b>Saturday</b>	<b>10-11am</b>
SC (14 Lanes: 0-13) (Regular Visiting Team Fee)	<b>Sunday</b>	<b>2-4pm</b>
SC (12 Lanes: 0-11) (Regular Visiting Team Fee)	<b>Tues-Thur</b>	<b>7-8am</b>
SC (14 Lanes: 0-13) (Regular Visiting Team Fee)	<b>Tues-Thur</b>	<b>8-9am</b>
SC (22 Lanes) (Private Rental)	<b>Mon-Fri</b>	<b>11:30am-2pm</b>
SC (14 Lanes: 0-13) (Regular Visiting Team Fee)	<b>Mon-Fri</b>	<b>6:30pm-8:30pm</b>
SC (22 Lanes) (Private Rental)		

During Winter Holiday/Training Schedule 9-11am 14 lanes and only one Private Rental Available Wed Jan 2<sup>nd</sup> 5pm-7pm

### Winter Holiday Training Schedule - Dec 27 - Today Dec 28

This schedule cancels out the regular schedule during this time

#### No Water Exercise Classes

Pool closes at temperatures of 35 degrees or below & early morning swims from 6-8am will be cancelled if the Temperature is predicted the day before at 38 degrees or colder. No Exceptions!

Sun Dec 22 <sup>nd</sup>	2pm-4pm
Mon Dec 23 <sup>rd</sup>	7am-11am & 3pm-5pm No Water Exercise Classes
Tue Dec 24 <sup>th</sup>	7am-11am Christmas Eve No Water Exercise Classes
Wed Dec 25 <sup>th</sup>	<b>Christmas Day Pool is Closed</b>

Thur Dec 26 <sup>th</sup>	7am-11am & 3pm-5pm	No Water Exercise Classes
Fri Dec 27 <sup>th</sup>	7am-11am & 3pm-5pm	No Water Exercise Classes
Sat Dec 28 <sup>th</sup>	7am-11am	(11:15am 3 <sup>rd</sup> Annual 2000 Yard Swim. Annual Members Free Others \$15 includes t-shirt & a Great Lunch)
Sun Dec 29 <sup>th</sup>	2pm-4pm	
Mon Dec 30 <sup>th</sup>	7am-11am	No Water Exercise Classes
Tue Dec 31 <sup>st</sup>	7am-11am	New Year's Eve No Water Exercise Classes
Wed Jan 1 <sup>st</sup>	<b>New Year's Day Pool is Closed.</b>	
Thur Jan 2 <sup>nd</sup>	7am-11am & 3pm-5pm	No Water Exercise Classes
Fri Jan 3 <sup>rd</sup>	7am-11am & 3pm-5pm	No Water Exercise Classes

**Swim Team Schedule: PCST 7am-10am & 3-5pm (14 lanes SC) (Lanes 0-13) (Includes Masters)**

**Winter Schedule (January 4 – March 1, 2020)**



**Pool Closed Monday-Friday from 2pm – 3:30pm (Pool Covers are back on!)**

Pool closes at temperatures of 35 degrees or below & early morning swims from 6-8am will be cancelled if the Temperature is predicted the day before at 38 degrees or colder. No Exceptions!

**Early Morning Swims 6-8am will be cancelled if Temperature is predicted the day before at 38 degrees or colder.**

**Modified Open Swim** - Shallow End Open (Kiddie Pool/Diving Boards Closed) \$8

**Modified Open Swim** - Shallow End Ln 21 (Kiddie Pool/Diving Boards Closed) \$8

**Modified Open Swim** - Shallow End 19-21 (Kiddie Pool/Diving Boards Closed) \$8

**Lap Swim** – SC (7 Lanes: 15-21)

**Lap Swim** – SC (10 Lanes: 6-15)

**Lap Swim** – SC (8 Lanes: 12-19)

**Lap Swim** – SC (Min of 5 Lanes: 14-18)

**Lap Swim** – SC (Min 6 Lanes: 12-17)

**Water Exercise** – (\$5 or 10 for \$30)

**PCST** – (13 Lanes: 1-11 & 20-21)

**PCST** – SC (4 Lanes: 11-14) (Includes Masters)

**PCST** – SC (11 Lanes: 0-10) (Includes Masters)

**Divers Training** - Deep End (1 Lane) (Times Reserved. Limit of 6 per day)

**Scuba/Navy Training** – (4 Lanes) (Times to be Reserved. Limit of 20 per day)

**Scuba Training** – (2 Lanes: 19-20) (Times to be Reserved. Limit of 12 per day)

**Diving Program** – (Lanes: 0-4) (Times Must be Reserved)

**Diving Program** – (Lanes: 0-4) (Times Must be Reserved)

**Winter Visiting Team Options & Rentals** - 1<sup>st</sup> come 1<sup>st</sup> serve

**Mon-Fri 11:30am-2pm**

**Saturday 7am-11am**

**Sunday 1pm-4pm**

**Tue & Thur 6am-8am**

**Mon-Fri 11:30am-2pm**

**Mon-Fri 3:30pm-6:30pm**

**Saturday 7am-11am**

**Sunday 1pm-4pm**

**Mon-Fri 11:45am-12:45pm**

**Mon-Fri 4pm-6:30pm**

**Tue & Thur 6am-7am**

**Saturday 7am-10am**

**Mon-Fri 4pm-6:30pm**

**Mon-Fri 11:30am-2pm/6-6:30pm**

**Saturday 7am-11am**

**Saturday 10-11am**

**Sunday 2pm-4pm**

SC (22 Lanes) Private Rental

SC (14 Lanes: 0-13) (Regular Visiting Team Fees)

SC (22 Lanes) Private Rental

SC (12 Lanes: 0-11) (Regular Visiting Team Fees)

SC (14 Lanes: 0-13) (Regular Visiting Team Fees)

SC (22 Lanes) Private Rental

SC (14 Lanes: 0-13) (Regular Visiting Team Fees)

SC (22 Lanes) Private Rental

**Saturday 11am-2pm**

**Saturday 10-11am**

**Sunday 11am-1pm**

**Sunday 1-4pm**

**Tue-Thur 7-8am**

**Tue-Thur 8-9am**

**Mon-Fri 11:30am-2pm**

**Mon-Fri 6:30-8:30pm**

Spring 2020



## Spring Short (March 2 – April 5)

**Pool Closed Monday-Friday from 2pm – 3:30pm**

Pool Not available on March 23<sup>rd</sup> & 24<sup>th</sup> before and after Lap Swim Sessions due to Lifeguard Training

Lap Swim Mornings Tue & Thur 6am-8am SC

PCST away from the Pool March 14-21 Spring Break

PCST Swim-A-Thon Sat April 4 SC 7am-11am 14 Lanes 0-13. (Lap Swim 7am-2pm 6 Lanes 16-21)

<b>Modified Open Swim</b> - Shallow End Open (Kiddie Pool & Diving Boards Closed)	<b>Mon-Fri</b>	<b>11:30am-2pm</b>
<b>Modified Open Swim</b> – SC (1 Lane) (Kiddie Pool & Diving Boards Closed)	<b>Saturday</b>	<b>11am-1pm</b>
<b>Modified Open Swim</b> – SC (2 Lane) (Kiddie Pool & Diving Boards Closed)	<b>Sunday</b>	<b>1pm-4pm</b>
<b>Lap Swim</b> – SC (7 Lanes: 15-21)	<b>Tue &amp; Thur</b>	<b>6am-8am</b>
<b>Lap Swim</b> – SC (10 Lanes: 6-15)	<b>Mon-Fri</b>	<b>10am-2pm</b>
<b>Lap Swim</b> – SC (8 Lanes: 12-19)	<b>Mon-Fri</b>	<b>3:30pm-6:30pm</b>
<b>Lap Swim</b> – SC (Min of 5 Lanes: 14-18 )	<b>Saturday</b>	<b>7am-1pm</b>
<b>Lap Swim</b> – SC (Min of 6 Lanes: 12-17)	<b>Sunday</b>	<b>1pm-4pm</b>
<b>Water Exercise</b> - (\$5 or 10 for \$30)	<b>Mon-Fri</b>	<b>10:30am-11:30am</b>
<b>PCST</b> – SC (13 Lanes: 1-11 & 20-21)	<b>Mon-Fri</b>	<b>4pm-6:30pm</b>
<b>PCST</b> – SC (6 Lanes: 9-14) (Includes Masters)	<b>Tue-Thur</b>	<b>6am-7am</b>
<b>PCST</b> – SC (11 Lanes: 0-10) (Includes Masters)	<b>Saturday</b>	<b>7am-10am</b>
<b>Scuba Training</b> – (4 Lanes) (Times to be Reserved. Limit of 20 per day)	<b>Mon-Fri</b>	<b>11:30am-3:45pm</b>
<b>Scuba Training</b> – (1 Lane) (Times to be Reserved. Limit of 12 per day)	<b>Saturday</b>	<b>11am-1pm</b>
<b>Scuba Training</b> – (1 Lane) (Times to be Reserved. Limit of 12 per day)	<b>Sunday</b>	<b>2pm-4pm</b>
<b>Navy Training</b> – Deep End (Lane: 0)	<b>Mon-Fri</b>	<b>3:30pm-6:30pm</b>
<b>Navy Training</b> – (Lanes: 3-4, 6:30-7:30pm) (Times to be Reserved in designated area)	<b>Mon-Fri</b>	<b>10-11am &amp; 6:30-7:30pm</b>
<b>Special Olympics</b> – SC (2 Lanes) (Swim Time & Training)	<b>Saturday</b>	<b>11am-1pm</b>
<b>Private Rental</b> - (Big Pool Only- Diving Board & Obstacle Course Available)	<b>Saturday</b>	<b>1pm-7pm</b>
<b>Private Rental</b> - (Big Pool Only- Diving Board & Obstacle Course Available)	<b>Sunday</b>	<b>10am-1pm &amp; 4-7pm</b>
<b>Private Rental Mon-Fri</b> (21 Lanes SC-8-10am)(2pm-3:30pm) & 6:30pm-8:30pm) (Mon & Fri 6-10am)		
<b>Visiting Team Options-Sat &amp; Sun</b> (9 Lanes SC0-8) (Sat 10am-1pm) & (Sun 1pm-4pm)		
<b>Visiting Team Options- Mon-Fri</b> (9 Lanes SC 0-8) (Tue-Thur 7-8am) & (Mon-Fri 10am-2pm)		
<b>Swim Lessons</b> (Mon-Thur 6:30-7pm Lane 21) Also Kiddie Pool if warm...		

## Spring Long (April 6 – April 26)



### LAP SWIM & Modified Open Swim Schedule

**Pool Closed Monday-Friday from 2pm – 3:30pm**

Lap Swim Mornings Tue, Wed & Thur 6am-8am is now LC

Pool Closed on Sat Apr 25 & Sun 26 all day for LC Swim Meet. On Sun Apr 26<sup>th</sup> after LC Swim Meet ends a Special LC Lap Swim & Modified Open Swim Session will be from 4pm-6pm subject to change. No guarantees call the Pool...

Pool Not available on April 18<sup>th</sup> & 19<sup>th</sup> before and after Lap Swim Sessions due to Lifeguard Training

**April 19<sup>th</sup> Easter Sunday We will be Open.**

<b>Modified Open Swim</b> - Shallow End Open (Kiddie Pool & Diving Boards Closed)	<b>Mon-Fri</b>	<b>11:30am-2pm</b>
<b>Modified Open Swim</b> – LC (1 Lane)(Kiddie Pool & Diving Boards Closed)	<b>Saturday</b>	<b>11am-1pm</b>



**Modified Open Swim** – LC (1 Lane)(Kiddie Pool & Diving Boards Closed)

**Lap Swim** – LC (5 Lanes: 1-5) (Must Circle Swim)

**Lap Swim** – SC (10 Lanes: 6-15)

**Lap Swim** – SC (7 Lanes: 12-18)

**Lap Swim** – LC (3 Lanes: 1-3, 7-8:30am) (4 Lanes: 1-4, 8:30am-1pm)

**Lap Swim** – LC (7 Lanes: 1-7) (Must Circle Swim)

**Water Exercise** - (\$5 or 10 for \$30)

**PCST** – SC (13 Lanes:1-11 & 20-21) (Help LC/Covers Fri Night)

**PCST** – LC (3 Lanes: 6-8) (Includes Masters)

**PCST** – LC (5 Lanes: 4-8, 7-8:30am) (4 Lanes: 5-8, 8:30-10am)

**Scuba Training** – (4 Lanes) (Times to be Reserved. Limit of 20 per day)

**Scuba Training** – (1 Lane) (Times to be Reserved. Limit of 12 per day)

**Scuba Training** – (1 Lane) (Times to be Reserved. Limit of 12 per day)

**Navy Training** – Deep End (Lane 0)

**Navy Training** – (Times to be Reserved in designated area) (Lanes: 3-4, 6:30-7:30pm)

**Special Olympics** – LC (1 Lane) (Swim Time & Training)

**Private Rental** - (Big Pool Only- Diving Board & Obstacle Course Available)

**Private Rental** - (Big Pool Only- Diving Board & Obstacle Course Available)

**Private Rental Mon-Fri** (21 Lanes SC-8-10am)(2pm-3:30pm) & 6:30pm-8:30pm) (Mon & Fri 6-10am)

**Visiting Team Options-Sat & Sun** (9 Lanes SC0-8) (Sat 10am-1pm) & (Sun 1pm-4pm)

**Visiting Team Options- Mon-Fri** (9 Lanes SC 0-8) (Tue-Thur 7-8am) & (Mon-Fri 10am-2pm)

**Swim Lessons** (Mon-Thur 6:30-7pm Lane 21) Also Kiddie Pool if warm...

**Sunday** 1pm-4pm

**Tue-Thur** 6am-8am

**Mon-Fri** 10am-2pm

**Mon-Fri** 3:30pm-6:45pm

**Saturday** 7am-1pm

**Sunday** 1pm-4pm

**Mon-Fri** 10:30am-11:30am

**Mon-Fri** 4-6:30pm

**Tue-Thur** 6am-7am

**Saturday** 7am-10am

**Mon-Fri** 11:30am-3:45pm

**Saturday** 11am-1pm

**Sunday** 2pm-4pm

**Mon-Fri** 3:30pm-6:30pm

**Mon-Fri** 10-11am

**Saturday** 11am-1pm

**Saturday** 1pm-7pm

**Sunday** 10am-1pm & 4-7pm

## Summer Teaser (April 27 – May 22)



**Modified Open Swim Big Pool Sat & Sun 11am-4pm** Obstacle Course & Big Slide Closed \$5

**Kiddie Pool Open Swim Mon-Fri 12:30pm-3pm** Big Slide Closed \$5

**Kiddie Pool Open Swim Sat & Sun 11am-4pm** Big Slide Closed \$5

School Field Trip Parties now available Monday-Friday 9:30-11:30am & 1-3pm

*On Sat May 16 & Sun May 17 Pool closed for LC Swim Meet- No Lap Swim, Open Swim or Toddler Play Time.*

**LAP SWIM ON SUNDAY MAY 17** - After the LC Swim Meet ends a Special LC Lap Swim Session will be from 4pm-6pm subject to change. No guarantees call the Pool...

**Modified Open Swim** - Shallow End Open (Obstacle Course & Diving Closed) \$5

**Modified Open Swim** - Shallow End Open (Obstacle Course & Diving Closed) \$5

**Kiddie Pool Open Swim** - All Ages (Big Slide Closed) \$5

**Kiddie Pool Open Swim** - All Ages (Big Slide Closed) \$5

**Lap Swim** – LC (5 Lanes)(check daily for visiting teams) (Must Circle Swim)

**Lap Swim** – SC (7 Ln 10am-4pm 11-17) (7 Ln 4-7pm 11-17) (8 Ln 6:30-7pm 5-12)

**Lap Swim** – SC (7 Lanes: 11-17)

**Lap Swim** – LC (7-8:30am 3 Lanes) (8:30-10am 4 Lanes) (Must Circle Swim)

**Water Exercise** - (May 1- June 1: end of school parties) (\$5 or 10 for \$30)

**PCST** - SC (13 Lanes: 1-10 & 18-20) (Help LC/Covers Fri Night)

**PCST** - LC (3 Lanes: 6-8) (Includes Masters)

**PCST** - LC (5 Lanes: 4-8, 7-8:30am) (4 Lanes: 5-8, 8:30-10am)

**Scuba Training** – (Lanes 0-1,18) (Times to be Reserved. Limit 20 per day)

**Mon-Fri** 12:30-3pm

**Sat & Sun** 11am-4pm

**Mon-Fri** 12:30-3pm

**Sat & Sun** 11am-4pm

**Mon-Thur** 6-8am

**Mon-Fri** 10am-7pm

**Sat & Sun** 11am-4pm

**Saturday** 7-10am

**Mon-Fri** 11:30am-12:30pm

**Mon-Fri** 4-6:30pm

**Tue-Thur** 6-7am

**Saturday** 7-10am

**Mon-Fri** 12:30-3:45pm

AGENDA ITEM # 4

**Scuba Training** – (Lanes 4-5,18) (Times to be Reserved. Limit 12 per day)  
**Navy Training** – (Lanes: 0-2, 10-11am & 4-5:30pm) (Lanes: 2-4, 6:30-7pm)  
**Navy Training** – Deep End (Lane: 0)  
**Special Olympics** – (Lane: 21) (Times to be reserved)  
**Swim Lessons & Diving Lessons** - (See Summer Brochure)  
**Swim Lessons** (Mon-Thur 6:30-7pm Lane 21) Also Kiddie Pool if warm...  
 Open For School Parties-(Kiddie Pool & Big Slide Open. Big Pool Not available)  
**Private Rental** - (Big Pool/Kiddie Pool/Slide/Diving Board/Obstacle Course)  
**Visiting Team Options** - LC (8 Lanes)  
     SC (21 Lanes)  
     SC (21 Lanes) or 8 Lanes LC)  
     SC (21 Lanes) or 8 Lanes LC)  
     LC (4 Lanes) (PCST will have to end at 7am)  
     SC (11 Lanes: 0-10)  
     SC (8 Lanes)

**Sat & Sun** 12-4:30pm  
**Mon-Fri** 10-11am/4-5:30/6:30-7pm  
**Mon-Fri** 3:30-6:30pm  
**Friday** 4:30-7pm  
**Mon-Sun** See Brochure  
  
**Mon-Fri** 9:30-11:30am & 1-3pm  
**Sat & Sun** 5-9pm  
**Sunday** 6-9pm  
**Saturday** 5-9pm  
**Saturday** 5-7am  
**Sunday** 7-10am  
**Mon-Fri** 7-9am  
**Mon-Fri** 11:30am-4pm  
**Mon-Fri** 6:30-7pm



## Summer Schedule (May 23 – August 9, 2020)

**Open Swim Mon-Fri 11am-4pm** Big Pool & Kiddie Pool- Dive Boards, Obstacle Course & Big Slide Open \$5

**Open Swim Sat & Sun 11am-4:30pm** Big Pool & Kiddie Pool- Dive Boards, Obstacle Course & Big Slide Open \$5

**Toddler Play Time Mon-Sat 8:30am-10:30am** Ages 5 Under (Kiddie Pool Only) \$3

**Large Groups Welcome to Join the Fun:** Groups 20 or more \$4 per person with pre reserved reservations, Call us today.

**Private Parties available Fri, Sat & Sun 5pm-9pm.** Kiddie Pool \$160 per hr; Big Pool \$260 per hr

Both Pools \$420 per hr **Call us to book your day!**

**PCST:** Last Week of June and all of July every Tuesday 4:30-6:30pm PCST will have Fun Swim "Swim Meets"

PCST will be away from the pool from July 27-July 31... exception Masters 6-7am & 6-7pm 3 lanes Mon-Thur.

High School Swim Team starts July 27<sup>th</sup> – August 14 Lanes 0 thru 4 Monday - Friday Includes Diving 4:30-7pm

Memorial Day Monday May 25<sup>th</sup> the Pool will observe a Saturday Schedule 7am-4:30pm.

**Saturday 4<sup>th</sup> of July** the Pool will observe a normal Saturday Schedule with SC. Obstacle Course stays in pool Friday Night & all day Saturday July 4<sup>th</sup>. No practice for PCST on July 4<sup>th</sup>.

**Open Swim** Big Pool & Kiddie Pool- Slide/Diving Boards/Obstacle Course Open \$5

**Open Swim** Big Pool & Kiddie Pool- Slide/Diving Boards/Obstacle Course Open \$5

**Toddler Play Time** Ages 5 & Under Kiddie Pool Only \$3 per person

**Lap Swim** – LC (3 Lanes) (Friday SC Ln 15-21) (Must Circle Swim)

**Lap Swim** – SC (Lanes:15-21)

**Lap Swim** – (Lanes: 11-17, 10:30am-4pm) (5 Lanes:14:18, 4-7pm)

**Lap Swim** – LC (4 Lanes)

**Lap Swim** – SC (7 Lanes: 11-17)

**Water Exercise** – (\$5 or 10 for \$30)

**PCST** – LC (5 lanes: 4-8) Fri (11 lanes: 0-10) Beginning June 4th

**PCST** – LC (4 lanes)

**PCST Summer Splash** - June 6-July29 (15 Lanes-7-21) (Ln 18-21 ½ pool)

**PCST** – SC (14 Lanes: 0-13) (Wed 12 Lanes: 0-11) (Fri 7 lanes: 0-6)

**PCST** – SC (3 Lanes: 0-2)

**Scuba Training** – (Lanes: 4-5, 18) (Times to be Reserved. Limit of 12 per day)

**Mon-Fri** 11am-4pm

**Sat & Sun** 11am-4:30pm

**Mon-Sat** 8:30-10:30am

**Mon-Thur** 6-9am

**Friday** 6-9am

**Mon-Fri** 10:30am-7pm

**Saturday** 7-10am

**Sat & Sun** 11am-4:30pm

**Mon-Fri** 10:30-11:30am

**Mon-Fri** 6-9am

**Saturday** 7am-10am

**Mon-Thur** 9:30-10:30am

**Mon-Fri** 4:30pm-6:30pm

**Mon-Fri** 6:30pm-7pm

**Mon-Sun** 11:30am-3:45pm

**Panama City Diving** - (Ln 0/1 ADA Lift & Ln 20/21 Diving Board area) ½ of pool

**Special Olympics** – (Lanes: 12-13)

**Navy Training** – (2 Lanes: 12-13)

**Private Rental** - (Big Pool & Kiddie Pool)

**Visiting Team Options** - LC (8 Lanes)

SC (22 Lanes)

LC (8 Lanes) (4th of July 22 lanes SC)

SC (15 Lanes: 0-10 & 18-21)

LC (1 Lane) (PCST Loses 1 Lane) (No Lap Swim Lanes)

SC (9 Lanes, 6:30-7pm) (21 Lanes, 7-9pm)

SC (3 Lanes)

SC (2 Lanes: 3- 4)

SC (Lanes: 11-14)

SC (Lanes: 0-13)

**Friday** 8-11am

**Friday** 4:30-7pm

**Wed** 4:30-7pm

**Fri- Sun** 5-9pm

**Sunday** 5-9pm

**Saturday** 5-9pm

**Saturday** 5-6:30am

**Sunday** 7:30-10:30am

**Mon-Fri** 6-9am

**Mon-Fri** 6:30-9pm

**Mon-Fri** 11am-4pm

**Tue-Thur** 9:30-10:30am

**Wed** 4:30-7pm

**Mon-Fri** 6:30-7pm

**Swim Lessons** (9:30-10:30am Ln 18-21 ½ Pool with steps & lanes 0- 6) (Mon-Fri 4-7pm Ln 19-21) Also Kiddie Pool... **Friday Parties Be Ready!**

**Diving Lessons** (Mon-Fri 6:30-7:30pm) Lanes 0-3 One Diving Board- Use Diving Blocks ; Mermaid Camp Mon-Thur 9:30-10:30am lanes 5 & 6

**Thursday** keep SC set up & put Obstacle Course back at close. **Friday** SC with Obstacle Course stays set up all day.

**Friday** from 9 to 10 is set aside for Staff Training and Swim Lessons... Training can happen close to Toddler Time session.

**Mon-Thur** from 10am to 11am put Obstacle Course in lanes 8-10.

**Open Swim Staffing: Head Guards and Crew Chiefs are out of Rotation when in charge... When Crew Chiefs are in charge of**

**Open Swim, Head Guards are in Rotation. No more Swim Meets during Open Swim Summer Schedule...**



2020



## Summer “Schools Back Schedule” (August 10–September 6)

**Open Swim Sat & Sun 11am-4:30pm** Big Pool & Kiddie Pool- Dive Boards/Obstacle Course Open \$5

**Modified Open Swim Mon-Fri 11:30am-3:45pm** Shallow End Open (Kiddie Pool/Diving Boards Closed)\$8

**Toddler Play Time Mon-Sat 8:30am-10:30am** Ages 5 Under (Kiddie Pool Only) \$3

*(On Friday Sept 4<sup>th</sup> – Sunday Sept 6<sup>th</sup> pool will close at 2:00pm each day- Gulf Coast Jam)*

*(On Monday Sept 7<sup>th</sup> Labor Day the Pool will observe a Saturday Schedule 7am-4:30pm)*

**High School Swim Meets Aug 27, Sept 3, Lanes 0-10 (PCST 11-13 & 18-21) (Lap Swim 14-17)**

**Open Swim** - Big / Kiddie Pool- Diving/Big Slide Open (Obstacle Course Closed) \$5

**Modified Open Swim** - Shallow End Open (Kiddie Pool/Diving Boards Closed) \$8

**Toddler Play Time** – Kiddie Pool Only (Ages 5 & Under) \$3

**Lap Swim** – LC (5 Lanes: 5-8, 6-7am) (8 Lanes, 7-8am)

**Lap Swim** – SC (Lanes: 8-17, 10am-4pm) (4 Lanes: 16-19, 4-7pm) (Lanes: 7-15, 6:30-7pm)

**Lap Swim** – SC (Min of 5 Lanes: 14-21, 7-11am) (Lanes: 11-17, 11am-4:30pm)

**Lap Swim** – SC (7 Lanes: 11-17)

**Water Exercise** – (\$5 or 10 for \$30)

**PCST** – SC (13 Lanes: 5-15 & 20-21)

**PCST**–SC (3 Lanes: 7-9) (Masters)

**PCST** – LC (3 Lanes: 1-3) (Includes Masters)

**PCST** – SC (14 Lanes: 0-13) (Includes Masters)

**High School Teams** – (Dive also July 30-Aug 11 4:30-7pm) (3:45@Aug 13) (Ln 0-4)

**Scuba Training** – (Lanes: 0-1, 18) (Times to be Reserved. Limit 20 per day)

**Scuba Training** – (Lanes: 4-5, 18) (Times to be Reserved. Limit 12 per day)

**Panama City Diving** - (Ln 0/1 ADA Lift & Ln 20/21 Diving Board area) ½ of pool

**Sat & Sun** 11am-4:30pm

**Mon-Fri** 11:30am-3:45pm

**Mon-Sat** 8:30-10:30am

**Mon-Thur** 6-8am

**Mon-Fri** 10am-7pm

**Saturday** 7am-4:30pm

**Sunday** 11am-4:30pm

**Mon-Fri** 10:30-11:30am

**Mon-Fri** 4-6:30pm

**M, W, F** 6:30-7pm

**Mon-Thur** 6-7am

**Saturday** 7-10am

**Mon-Fri** 3:45-7:15pm

**Mon-Fri** 12:30-3:45pm

**Sat & Sun** 11:30am-3:45pm

**Friday** 11:30am-2:30pm

**Navy Training** – (Lanes: 5-6) (Times to be Reserved)

**Special Olympics** - (Lanes: 0-4 ½ pool 6-6:30pm & Lanes: 20-21 6:30-7pm)

**Swim Lessons** - (Lanes: 20-21 & Kiddie Pool, 9am, 5:30&6:30pm) (Lanes: 5-6, 6:30pm)

**Open for Private Rental** – (Big Pool & Kiddie Pool)

**Visiting Team Options** - LC (8 Lanes)

SC (22 Lanes)

SC (22 Lanes)

SC (16 Lanes: 0-5 & 11-20)

LC (1 Lane) (PCST Loses 1 Lane) (No Lap Swim Lanes)

SC (9 Lanes, 6:30-7pm) (21 Lanes, 7-9pm)

SC (3 Lanes)

SC (Lanes: 0-10)

SC (Lanes: 0-13)

**Mon-Fri** 10:30-11:30am/6:30-7pm

**Monday** 6-7pm

**Mon-Fri** 9am, 5:30 & 6:30pm

**Sat & Sun** 5-9pm

**Sunday** 5-9pm

**Saturday** 5-9pm

**Saturday** 5-7am

**Sunday** 7-10am

**Mon-Fri** 6-8am

**Mon-Fri** 6:30-9pm

**Mon-Fri** 11am-4pm

**Mon-Fri** 8-11am

**Mon-Fri** 6:30-7pm

**Staffing: Head Guards and Crew Chiefs are now in Rotation. This includes weekends.**

**REGULAR ITEM**

**5**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION

2. MEETING DATE:  
JULY 25, 2019

3. REQUESTED MOTION/ACTION:  
CONSIDER FIRST READING OF ORDINANCE MAKING IT UNLAWFUL TO DISOBEY THE LAWFUL ORDER OF POLICE OR FIRE PERSONNEL

4. AGENDA  
PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)  
AT ITS MEETING ON JUNE 27, THE COUNCIL DIRECTED STAFF TO DRAFT AN ORDINANCE AUTHORIZING THE ARREST OF INDIVIDUALS REFUSING TO GET OUT OR STAY OUT OF THE WATER WHEN ORDERED TO DO SO. THE COUNCIL'S DIRECTION FOLLOWED CONSIDERATION OF VARIOUS MEANS TO ATTEMPT TO PROTECT THE LARGE NUMBERS OF PEOPLE OBSERVED IN THE WATER WHEN DOUBLE RED FLAGS ARE FLYING.  
  
STAFF HAS PREPARED AN ORDINANCE MAKING IT UNLAWFUL TO DISOBEY THE LAWFUL ORDER OF POLICE OR FIRE PERSONNEL. PENALTIES ARE ESTABLISHED, AND DETERMINED BY WHO THE ENFORCEMENT INDIVIDUAL IS AND THE LIMITS OF THEIR AUTHORITY. THE ORDINANCE PROVIDES AN EXEMPTION FOR PERSONS TETHERED BY A LEASH TO A SURFBOARD.  
  
THE ORDINANCE ALSO IMPLEMENTS ADDITIONAL SAFETY SUGGESTIONS DISCUSSED DURING THE COUNCIL'S JULY 11 SPECIAL MEETING. UNDER THIS ORDINANCE, GULF-FRONT PUBLIC LODGING ESTABLISHMENTS AND OTHER SHORT TERM RENTAL PROPERTIES WOULD BE REQUIRED TO POST A SIGN DURING DOUBLE RED FLAG CONDITIONS INFORMING GUESTS THAT THE WATER IS CLOSED. ADDITIONALLY, ALL BEACH COMMERCE LOCATIONS MUST BE EQUIPPED WITH TWO (2) THROWABLE USCG APPROVED PERSONAL FLOATATION DEVICES.  
  
THE COUNCIL MAY APPROVE, MODIFY OR REJECT THE ORDINANCE AS PRESENTED. IF APPROVED, OR APPROVED WITH MODIFICATIONS, STAFF WILL ADVERTISE A PUBLIC HEARING AND SECOND READING OF THE ORDINANCE FOR AUGUST 8, 2019.

ORDINANCE 1494

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 7 OF THE CITY'S CODE OF ORDINANCES RELATING TO BEACH SAFETY; PROHIBITING AND MAKING UNLAWFUL THE DISOBEDIENCE OF A LAWFUL ORDER OF POLICE OR FIRE RESCUE PERSONNEL TO LEAVE THE GULF OF MEXICO; PROVIDING FOR PENALTIES AND ENFORCEMENT; REQUIRING THAT PUBLIC LODGING ESTABLISHMENTS POST SIGNS DURING DOUBLE RED FLAGS; REQUIRING THAT EACH BEACH COMMERCE BOOTH OR STALL BE OUTFITTED WITH THROWABLE PERSONAL FLOATATION DEVICES; REVISING THE LIFEGUARD PERMIT REQUIRED FOR PERSONS OFFERING OR PROVIDING BEACH COMMERCE; AUTHORIZING CODIFICATION; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection has adopted a uniform warning flag program for use by Florida's beachfront communities, which system is intended to minimize the risks of drowning or serious injury; and

WHEREAS, the City prominently displays signs at its beach accesses and in transient dwelling accommodations to educate beachgoers of the flag system and hazard signified by such flags, and flies flags up and down its nine miles of beaches to indicate the Gulf conditions; and

WHEREAS, double red flags signify the water is closed to the public; and

WHEREAS, the City has experienced increasing difficulty convincing tourists and other persons to get out of the waters of the Gulf of Mexico when conditions make swimming reckless, as often indicated by the presence of double red flags; and

WHEREAS, swimmers who enter the water in dangerous conditions risk not only their own lives but the lives of those attempting to rescue distressed swimmers; and

WHEREAS, on June 21, 2019, one such rescuer, Stacey Redmon, gave his life saving a child from certain peril as double red flags flew overhead. To honor his memory the City Council deems it necessary to protect those like Mr. Redmon who may take action through stricter enforcement of the uniform warning flag system; and

WHEREAS, the City Council finds that surfers are often the first to respond to distressed swimmers and have saved countless lives through their deliberate efforts to help others while enjoying a time-honored sport in the Gulf of Mexico; and

WHEREAS, the City Council finds based upon personal information and belief that the majority of local surfers are skilled swimmers capable of safely navigating dangerous conditions due to their superior skills and equipment so that they may remain in the water during otherwise dangerous conditions; and

WHEREAS, the City acknowledges that a person's attachment by a leash to a surfboard enhances their chances of surviving adverse gulf conditions by virtue of that attachment to a surfboard and that failure to be tethered to a surfboard creates an enhanced risk of distress in dangerous gulf conditions; and

WHEREAS, there currently exists no legal requirement for persons in the Gulf of Mexico to get or stay out of the water upon instruction of police or fire rescue personnel responsible for safety supervision of others in the Gulf; and

WHEREAS, the City Council finds that for the protection of tourists and others swimming in the Gulf, and to reduce the risk to persons attempting to rescue swimmers who experience difficulty in Gulf waters, refusal to obey the order of a police officer or fire rescue personnel acting to supervise the safety of others must be made unlawful.

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

SECTION 1. From and after the effective date of this Ordinance, Section 7-12 of the City's Code of Ordinances is created to read as follows:

**Section 7-12. Failure to obey lawful order.**



- (a) The legislative intent of this section is to authorize City personnel to order persons to stay out of or come in from the Gulf of Mexico when double red flags are flying.
- (b) Failure to obey an order to stay out of or come in from the Gulf of Mexico by a police officer, when reasonably known to be such an official, is hereby prohibited and made unlawful. Such order shall be made for the purpose of ensuring the safety of persons using the beach or waters of the Gulf of Mexico. Any person violating any provision of this section may be punished as follows:
  - 1. First Offense: verbal warning.
  - 2. Second Offense [occurring within twenty-four hours but following an opportunity to comply with the preceding warning]: Misdemeanor of the second degree punishable by a fine of no more than \$500, or a sentence of not more than sixty (60) days in jail, or both.
- (c) Failure to obey an order to stay out of or come in from the Gulf of Mexico by any member of the City's fire rescue department, when reasonably known to be such a person, is hereby prohibited and made unlawful. Any person violating any provision of this section may be punished as follows:
  - 1. First Offense: warning
  - 2. Second Offense: by a civil penalty of \$100.
  - 3. Third Offense: by a civil penalty of \$250.
- (d) All fire rescue personnel of the City shall be considered code enforcement officers for the purpose of enforcing this section. A citation issued under section (b) may be contested in accordance with the provisions of Chapter 25 of the City's Code of Ordinance.
- (e) This section shall not apply to persons attached by a leash to a surfboard. A surfboard means a fiberglass, epoxy, closed-cell neoprene or closed cell Styrofoam instrument with one or more fins or skegs attached to or inserted through the bottom, including windsurf boards and sailboards, but does not include rubber rafts, floats, belly boards, skim boards, or boogie boards.

SECTION 2. From and after the effective date of this Ordinance, Section 7-22 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

**Sec. 7-22. - "No lifeguard" and beach safety signage and equipment required.**

(a) Any person managing or controlling a Beach Business which permits its business invitees to swim in the waters of the Gulf of Mexico behind such business shall at all times either:

1. Cause such business to furnish one or more Exclusive Lifeguards covering substantially all of its beachfront, where each Exclusive Lifeguard is responsible for no more than two hundred fifty (250) linear yards of beachfront and has a Tower in materially the center of his or her zone of responsibility, or
2. Conspicuously post at every public or common place of egress from such business to the sandy Gulf beach a sign in letters no less than four inches in height stating "No Lifeguard on Duty" and "Swim at Own Risk."

(b) In addition, any person managing or controlling a Beach Business which permits its business invitees to swim in the waters of the Gulf of Mexico behind such business shall at all times conspicuously post, at every public or common place of egress from such business to the sandy Gulf beach, signs in form and substance approved by the City Manager:

1. Explaining the flag warning system; and
2. Explaining and warning swimmers of rip currents.

**(c) During all times when double red flags are flying, an owner or operator of a public lodging establishment or other lodging accommodations adjacent to the Gulf of Mexico rented by the**

day or week shall conspicuously post a two-sided sign at any public or common place of egress from such business which states that the water is closed in substantially the following form:

**“WATER CLOSED TO PUBLIC.  
ENTRY INTO GULF OF MEXICO  
PUNISHABLE BY ARREST.  
SECTION 7-12, PCB CODE OF ORD.”**

**(d) Each booth or stall from which solicitation, sales, or rentals of Beach Amusements or Beach Services are conducted shall be equipped with two (2) United States Coast Guard approved Type IV throwable personal floatation devices conspicuously displayed on a booth/stall and available for emergency response.**

SECTION . From and after the effective date of this Ordinance, Section 7-32 of the City’s Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

**Sec. 7-32. - Beach Services and Owner Operators—Permit required for each location.**

- (a) It shall be unlawful for any Beach Service to provide or offer Beach Commerce at any location unless that Beach Service shall at that time hold a current and valid permit to operate at that particular location issued by the Police Department AND each person in Control or Management of the Beach Service at that location holds a valid and current certificate of compliance issued pursuant to this article. Each application for a permit shall include:
- (1) The name, mailing address, and principal place of business of the Beach Service, and
  - (2) The names, mailing and residence addresses of all persons who will participate in the Control or Management of the Beach Service and a copy of a current and valid certificate of

compliance issued under this chapter for each such person,  
and

- (3) The location for which a permit is sought and a survey or drawing certified by the applicant as correct and showing certified by the applicant as correct and showing the major improvements and the linear feet of beachfront of such location, and
- (4) A description of all Beach Commerce to be offered or provided at the location, including a description and number of each Beach Amusement, and
- (5) Evidence of all insurance required by this chapter, and
- (6) Evidence of payment of the applicable occupational license tax, and
- (7) Payment of a permit fee in the amount of one hundred dollars (\$100.00) to defray the cost of issuing such permit and enforcing the regulations contained in this Chapter, and
- (8) Evidence of permission from the owner or person in possession of the upland property for the Beach Service (including agents and independent contractors) to operate at that location, and for the customers of the Beach Service (including its agents and independent contractors) to use the upland restroom facilities, which permission shall state that it is un-revocable for the duration of the permit, and
- (9) Evidence that the applicant has not had a permit issued pursuant to this Section for such location revoked by the City within the calendar year in which the application is made, and that any such permit is not the subject of a pending administrative or judicial action or appeal.

**(10) Certification and evidence that each location for which a permit is sought is or shall be equipped with two (2) United States Coast Guard approved Type IV throwable personal flotation devices conspicuously displayed on a booth/stall and available for emergency response.**

- ~~(10)~~**(11)** Such other information as the Chief of Police shall deem necessary to implement this Chapter.

- (b) It shall be unlawful for any person to operate as an Owner-Operator, or to participate in the Control or Management of an Owner-Operator, unless the Owner-Operator holds a current and valid Owner-Operator permit to conduct Limited Beach Commerce issued by the Panama City Beach Police Department for the particular Beach Business where the Limited Beach Commerce is being offered or provided. No Owner-Operator shall be issued an Owner-Operator permit unless such Owner-Operator shall demonstrate or provide all of the following:
- (1) The name and location of the Beach Business for which a permit is sought and a survey or drawing certified by the applicant as correct showing the major improvements and the linear feet of beachfront of such location.
  - (2) Evidence that the Owner-Operator owns or has the legal right to operate and control the Beach Business for which the permit is sought. Termination of such ownership or right to control shall immediately and automatically terminate the Owner-Operator permit.
  - (3) A certificate executed by the chief executive officer, partner, or sole proprietor of the Owner-Operator that all relevant management personnel of the Owner-Operator have read and have a personal, reference copy of a current version of this chapter.
  - (4) Evidence that the Owner-Operator has not suffered the revocation of any permit issued pursuant to this within the calendar year in which the application is made, nor is any such permit held by the Owner-Operator the subject of a pending administrative or judicial action or appeal.
  - (5) Payment of a registration fee in the amount of fifty dollars (\$50.00).
  - (6) **Certification and evidence that each location for which a permit is sought is or shall be equipped with two (2) United States Coast Guard approved Type IV throwable personal floatation devices.**
  - (7) Such other information as the chief of police shall deem necessary to implement this chapter.

- (c) Each permit shall expire on the December 31 next following issuance, regardless of the date of issuance.
- (d) Violation of this section shall be punishable as a Class 1 Infraction pursuant to Section 7-501.

(Ord. No. 568, § 1, 7-23-98;

SECTION 4. From and after the effective date of this Ordinance, Section 7-34 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

**Sec. 7-34. - Persons offering or providing Beach Commerce Lifeguard permit required and exception.**

- (a) Except as provided in subsection (b), no person, business, Beach Service or Owner-Operator shall engage in Beach Commerce to the public at any location on the sandy beaches of the Gulf of Mexico unless such person, or another person engaged in Beach Commerce at the same time and place, shall at a minimum hold a valid and current **Gulf Pool** Service Lifeguard Permit.
- (b) This Section shall not apply whenever such Beach Commerce is conducted from a location covered at the same time by an Exclusive Lifeguard.
- (c) The legislative intent of this section is to require a minimum of training to improve the ability of persons engaged in beach commerce to protect themselves, the City finding that such commerce is frequently performed by young persons working on the water, in the water or at the water's edge, who are frequently willing to assist others in need. Compliance with this Section shall not be construed to designate the person holding a Lifeguard Permit as a Lifeguard or as an Exclusive Lifeguard, or impose upon such person the duties of a Lifeguard or Exclusive Lifeguard.

(d) Violation of this section by any person, business, Beach Service or Owner-Operator shall be punishable as a Class 3 Infraction pursuant to Section 7-503.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 6. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 7. 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.

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MAYOR

ATTEST:

Ordinance 1494  
Page 9 of 10

AGENDA ITEM # 5

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

Published in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Posted on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2019.



**REGULAR ITEM**

**6**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

LEGAL

2. MEETING DATE:

JULY 25, 2019

3. REQUESTED MOTION/ACTION:

This memo sets forth the options for the Council to consider in the selection of its next City Manager.

4. AGENDA

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

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

While the Charter enunciates the qualifications and duties of the City Manager, there is no provision in your Charter or Code that dictates the process the Council must follow in selecting that City Manager. In reviewing the procurements of other Bay County jurisdictions and discussing alternative processes with the Florida League of Cities, it appears there are three basic approaches for a manager search.

Internal Search. City staff conducts the full search from drafting and placing the ad, to receiving applications and resumes, to ranking those applicants for Council interviews. The City Attorney usually then negotiates the contract with the selected person. The FLOC advises the City team usually includes the City's HR Director, City Clerk and City Attorney. This method is the least expensive, but may not be the most efficient for cities whose staff is already over burdened.

External Search: The Council selects an executive search firm to draft and place the ad, conduct the search (including recruiting if desired), select finalists and assist with the interviews, and conduct negotiations with the selected manager. The FLOC advises that this method could cost \$20,000 to \$40,000, but enables the City, through its headhunter, to actively recruit qualified applicants. While the City may competitively bid these services, the City's Charter authorizes the Council to enter into contracts for professional services without competitive bidding. The City used this approach when Richard Jackson announced his retirement in 2012, and the resolution approving the engagement of these services is attached for reference. If the Council is inclined to take this approach again, the FLOC recommends two firms who work in Florida and know the Sunshine requirements well: Baenziger & Associates out of Daytona Beach Shores ([www.cb-asso.com](http://www.cb-asso.com)), and Strategic Government Resources out of Lakeland ([www.governmentresources.com](http://www.governmentresources.com)).

Combined search: City staff works with an executive search firm, but the firm's role is lessened by the work of the City's staff. For example, City staff might draft and place the ad, collect all applicants, and then work with the firm on ranking. City staff would set up all of the interviews, and the search firm might assist with the facilitation of those interviews and negotiations on a contract for the finalist. These combined search contracts can be written in a variety of ways, with a variety of splits in the performance of tasks (40% staff and 60% consultant, or 50/50 split, etc.) This approach can help the City move the process along efficiently, while keeping the unbudgeted cost for the search lower than a pure external search approach.



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

LEGAL

2. MEETING DATE:

JULY 25, 2019

3. REQUESTED MOTION/ACTION:

(Background continued from page 1)

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)

While the FLOC is and will be a great resource for the City, it does not itself (or with its ICMA and FCCMA affiliates) assist cities with searches. They have put me in touch with a Senior Advisor (a retired local government administrator) in our area who can assist the City Council in determining the kind of City Manager they are looking for (financial expert, community builder, infrastructure guru, etc ), and thereafter assist staff (city or firm) in writing the City Manager advertisement. While the City's Charter already largely enunciates the general job duties, the Council does have an opportunity here to refine the specific skill sets that it would like to see in its City Manager. The City Charter sections setting forth the general job duties are attached for reference.

Whichever approach the Council chooses, I estimate the process will take approximately six months, assuming the following steps and timeline:

July 25th: Council advises staff on desired selection approach and any specific skill sets of next City Manager.

August: Negotiate contract with external search firm, if the use of firm is desired; draft City Manager job description and post notice (45-60 days)

September: Post ad and receive applications.

October: Deadline to receive applications. Staff/firm review and ranks/filters applications.

November: Council approves shortlist of candidates for interview, undertakes interview.

December: Council makes City Manager appointment, City Attorney begins negotiation and drafting of employment contract.

January: Council approves City Manager employment contract.

**RESOLUTION 12-47**

**BE IT RESOLVED** that the appropriate officers of the city are authorized to execute and deliver on behalf of the city that certain agreement between the City and **COLIN BAENZIGER & ASSOCIATES**, relating to City Manager search and recruiting services, in the total amount of **Twenty Thousand Dollars and No Cents (\$20,000.00)**, in substantially the form attached and presented to Council today, draft dated January 17, 2012, with such changes, insertions or omissions as may be approved by the City Manager, and whose execution of such agreement shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 26<sup>th</sup> day of January, 2012.

**CITY OF PANAMA CITY BEACH**

By:   
Gayle F. Oberst, Mayor

**ATTEST:**

  
Holly J. White, City Clerk

Resolution 12-47

**AGENDA ITEM # 6**

January 17, 2012

The Honorable Mayor Gayle Oberst, Vice Mayor Ken Nelson, and Council Members  
John Reichard, Rick Russell and Josie B. Strange  
City of Panama City Beach  
c/o Richard Jackson, City Manager  
110 South Arnold Road  
Panama City Beach, Florida 32413

RE: Engagement Letter for City Manager Recruitment Services

Dear Mayor Oberst, Vice Mayor Nelson, and Council Members Reichard, Russell and Strange:

I would like to thank you for the opportunity to present this engagement letter to assist the City in finding its next City Manager.

**Section A: Work Plan**

The following outlines the process Colin Baenziger & Associates will undertake:

**Phase I: Needs Assessment / Information Gathering**

- Meet with key officials to:
  - Develop a description of the ideal candidate,
  - Learn the issues the next City Manager will face,
  - Gather materials for our information and to send to potential candidates,
  - Understand what compensation package the City is prepared to offer, and
  - Finalize a project schedule. Our searches are always completed within 90 days of a notice to proceed, barring circumstances beyond our control.
- Develop materials we can utilize to recruit candidates.

**Phase II: Candidate Recruitment**

- Actively search for, identify, and recruit outstanding candidates who we feel are best suited for the position.

Phase II (continued)

- Distribute the recruiting materials to appropriate publications and websites, including our own.
- Consult our database of strong candidates, contact them and encourage them to apply.
- E-mail the advertisement to our database of our data base of local government professionals.
- Evaluate resumes that result from our recruiting efforts and from our advertisements.

Phase III: Candidate Review and Selection of Finalists

- Resumes will be screened and we will narrow the list to the eight to twelve semi-finalists who we believe are most qualified.
- We will conduct thorough reference and background investigations on the selected semi-finalists. It should be noted that, when we conduct our investigations, we do not simply accept the references the candidates suggest. We tell the candidates whom we want to speak with. These might include elected officials, the board attorney, the external auditor, representatives of the local press, community leaders, peers, and subordinate employees. Our goal is to get comments from six to ten references. We also conduct criminal, civil, driver license, media, and credit checks, and we verify employment history and education. We believe these should be done early in the process to avoid embarrassment after a selection has been made.
- We will recommend six to ten top candidates to the City and review these candidates with the Mayor. He will then select approximately three to five candidates to interview as finalists.

M2 approve.  
Δ to City Council

Phase IV: Interviews and Selection

- We will coordinate the interview process and attend the actual interviews.
- Once the interviews are completed, we will provide any additional information the City may wish and assist in any way the City desires in making the final determination.

Phase V: Contract Negotiation

- If requested, we will provide assistance in the negotiation of a contract with the selected candidate.

See Attachment A for a schedule outlining completion dates for the above cited work.

Section B: Warranty

Colin Baenziger & Associates offers the best warranty in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search and assuming the City selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate concerning any other position as long as the individual is employed by the City.
- 2) If the selected individual leaves for any reason other than an act of God (for example, total incapacitation or death) within the first year, CB&A will repeat the search at no charge. If he/she departs during the second year for any reason other than an act of God, we will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with any of the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

Section C: Principal Staff to Be Assigned to the Recruiting Effort

- Colin Baenziger, Principal and Owner will serve as the Project Manager for the recruitment effort, and
- David Collier, Senior Vice President of CB&A, will serve as Assistant Project Manager. Mr. Collier will be primarily responsible for the actual recruitment and review of candidates, primarily through networking. He will also serve as back-up to Mr. Baenziger.

Section D: Fee

Firm, fixed price of \$20,000, which includes all expenses, except those associated with bringing the candidates for the interviews. Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

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DULUTH, GA    MONTEREY, CA    RHINELANDER, WI    RICHLAND, WA    WELLINGTON, FL

<b>Phase</b>	<b>Cost</b>
I. Needs Analysis / Information Gathering	\$ 2,500
II. Recruiting	6,500
III. Candidate Screening	8,000
IV: Coordination of Interviews and Manager Selection	1,500
V: Contract Negotiation & Warranty	1,500

Assuming the City agrees that this letter provides a basic understanding of the work to be performed in this engagement, please indicate the City's acceptance by signing below so that we can begin our efforts

Sincerely,



Colin Baenziger  
Principal

**For the City:**

\_\_\_\_\_  
Signature Title Date



**Attachment A**  
**Draft Recruitment Schedule – Panama City Beach City Manager**

January 26<sup>th</sup>: Panama Engagement Letter is approved and Notice to Proceed is given.

**Phase I: Needs Assessment**

February 3<sup>rd</sup>: Colin Baenziger begins talking with the elected officials to: 1) get to know the elected officials, 2) understand the issues the next City Manager will face, 3) understand the elements of the job, 4) develop a description of the ideal candidate, 5) determine the desired compensation.

Colin Baenziger begins drafting the recruitment profile for publications and prospective candidates.

February 13<sup>th</sup>: Colin Baenziger submits the draft of the full recruitment profile to the City for its review. Comments will be due back by February 17<sup>th</sup>.

**Phase II: Recruiting**

February 18<sup>th</sup>: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 7,000 local government professionals.

March 9<sup>th</sup>: Closing date for applications.

March 14<sup>th</sup>: CB&A reports the results of the recruiting effort to the Council.

**Phase III: Screening**

March 10<sup>th</sup>: CB&A begins candidate screening.

April 9<sup>th</sup>: CB&A forwards the materials for finalists and alternate to the City. These will include the candidates' resumes, a summary of our interviews with the candidates, the results of our background and reference checks, and Internet/newspaper archives results. Materials arrive on April 11<sup>th</sup>.

April 16<sup>th</sup>: Colin Baenziger reviews the semi-finalists with the City's elected officials.

**Phase IV: Interview Process Coordination and City Manager Selection**

April 27<sup>th</sup>: City holds reception for candidates and spouses.

**Draft Panama City Beach Manager Recruitment Schedule**  
**January 17, 2012**

*MOVE TO 23rd*

***Attachment A***  
***Draft Recruitment Schedule – Panama City Beach City Manager***

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- April 28<sup>th</sup>: Elected officials interview the candidates one-on-one and as a group.
- April 30<sup>th</sup>: City selects its next City Manager.

***Phase V: Negotiation, Warranty & Continuing Assistance***

If requested, CB&A works with City officials on an employment agreement. Normally that takes one to two weeks.

- May 10<sup>th</sup>: Contract Approved.
- Mid-June: Approximate start date for the next City Manager.

**Draft Panama City Beach Manager Recruitment Schedule**  
**January 17, 2012**

AGENDA ITEM # 6

Sec. 3-3. - City Manager—Creation of office; appointment; term; qualifications; compensation.

There is hereby created the office of City Manager.

Prior to the appointment of a City Manager, by the City Council, and in the absence of an appointed City Manager, all duties and responsibilities of the office of City Manager, as defined herein, are vested in the office of Mayor.

A City Manager may be appointed by the City Council for an indefinite term and shall serve at the pleasure of the City Council. The City Manager shall be chosen solely on the basis of his/her executive and administrative qualifications; provided, that he/she shall be no less than twenty-one (21) years of age. The City Manager shall establish residence within the corporate limits of the City of Panama City Beach no more than six (6) months after his/her appointment though he/she need not be a resident of the City or the state at the time of his/her appointment.

The City Manager shall receive such compensation as the City Council shall determine.

(Ord. No. 1277, adopted 11-14-2013, passed by Referendum of 4-22-2014)

Sec. 3-4. - Same—Removal.

The City Manager may be removed from office by the City Council at any time. Upon demand by the City Manager, a public hearing shall be held prior to such removal.

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 provisions 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 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.
  - (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.

(Ord. No. 1277, adopted 11-14-2013, passed by Referendum of 4-22-2014)

Sec. 3-6. - Acting City Manager and Assistant City Managers.

The City Manager shall designate, subject to the approval of the City Council, a qualified City administrative officer to assume and exercise the powers and duties of his/her office during his/her temporary absence or disability. The person so elected shall be designated "acting City Manager." During the temporary absence or disability of the City Manager, the City Council may revoke such designation at any time and appoint another qualified administrative officer of the City to serve as acting City Manager until the return to duty of the City Manager.

The City Manager may create the offices and titles of such Assistant City Managers as the City Manager determines are necessary for the effective administration of the City. Each Assistant City Manager shall be selected by the City Manager, serve at the pleasure of the City Manager and not be a member of Civil Service. The terms and conditions of employment of each Assistant City Manager shall be approved by the City Council.

(Ord. No. 1277, adopted 11-14-2013, passed by Referendum of 4-22-2014)