

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: September 26, 2019
MEETING TIME: 9:00 a.m.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – COUNCILMAN CHESTER
- III. PLEDGE OF ALLEGIANCE – COUNCILMAN CHESTER
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES
SPECIAL MEETING – AUGUST 8, 2019
REGULAR MEETING – AUGUST 22, 2019
BUDGET WORKSHOP – AUGUST 22, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS – COUNCILMAN CHESTER
 - 1 PUBLIC INFORMATION OFFICER – COMMUNICATIONS DEPARTMENT UPDATE
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 19-136, “BREW N’ BOO FESTIVAL” ROAD CLOSURES.** *“A Resolution of the City of Panama City Beach, Florida related to the “Brew N’ Boo Festival”; authorizing road closures on portions of Pier Park Drive between L.C. Hilton Drive and Longboard Way, and of Sea Monkey Way on Saturday, October 26, 2019 for the event.”*
 - 2 **RESOLUTION 19-141 “SPOOKTACULAR” ROAD CLOSURES.** *“A Resolution of the City of Panama City Beach, Florida related to the “Pier Park Spooktacular” authorizing road closures on portions of Sea Monkey Way, Longboard Way, and Pier Park Drive between L.C. Hilton Drive and Front Beach Road on Thursday, October 31, 2019 for the event.”*
 - 3 **RESOLUTION 19-142, SEAFOOD FESTIVAL ROAD CLOSURES.** *“A Resolution of the City of Panama City Beach, Florida related to the “Pier Park Seafood Festival” authorizing road closures on portions of Pier Park Drive between Sea Monkey Way and Longboard Way on Saturday, November 9, 2019 for the event.”*
 - 4 **RESOLUTION 19-143, NEW YEAR’S EVE BALL DROP AND ROAD CLOSURES.** *“A Resolution of the City of Panama City Beach related to the New Year’s Eve Beach Ball Drop; authorizing road closures within Pier Park on December 27, 28, 29, 30 and 31, 2019 and January 1, 2020 for the event; and providing an immediately effective date.”*
 - 5 **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.** *These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval to remove these items. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.*

E-mailed to interested parties and posted on the website on: 09/23/19 5 p.m.

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

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

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

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

**DRAFT
MINUTES**

The Special Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on August 8, 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 Chester gave the invocation and led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting of July 25, 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:**

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. Mr. Gisbert asked that Item 3 from the Consent agenda be removed.

Councilman Solis made the motion to approve the agenda with the deletion. Councilman Chester seconded the motion passed by unanimous roll call vote as follows:

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

PRESENTATIONS

1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilman Chester introduced Anthony Bradbury and presented him with the Civic Achievement Award for exemplary service to the Boys and Girls Club. Ms. Latina Reed, the Club representative, spoke of Anthony Bradbury's contributions to the Club. The audience responded with applause.

2 ADVANCED COMMUNICATION INFORMATION SYSTEM – JAMES WHITE. Mr. White gave a brief description of the Advanced Communication Information System. He explained the system can distribute Wi-Fi to enhance the beach communication and create supplemental income to local and state municipalities. He explained the system was developed to reduce injuries and save lives, give information to beachgoers and visitors. He commented the system is environmentally friendly and will have an emergency alert push button. Discussion ensued.

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

Mayor Thomas opened the Public Comments section of the meeting at 5:15 p.m. and invited comments.

1 Tom Klomps, 614 Poinsettia Court – Mr. Klomps commented that the City has spent a large amount of money on the CRA project already and are now spending more on red asphalt. He asked the Council to spend the taxpayer’s money wisely.

With nothing further, Mayor Thomas closed the Public Comments at 5:17 p.m.

CONSENT AGENDA

Ms. Bossert read the Consent Agenda Item by title.

1 RESOLUTION 19-118, JOINT WORKSHOP TO DISCUSS BEACH SAFETY. “A Resolution of the City of Panama City Beach, Florida, authorizing the City Council to participate in a joint meeting with the Bay County Board of Commissioners and the Bay County Tourist Development Council to discuss matters of mutual interest related to beach safety.”

2 RESOLUTION 19-119, ACCOUNTING SOFTWARE. “A Resolution of the City of Panama City Beach, Florida approving an agreement with CentralSquare Technologies for updated accounting software and professional services in an amount not to exceed \$18,172.96.”

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

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

REGULAR AGENDA

ITEM 1 ORDINANCE 1493, SPECIAL EVENT MUNICIPAL SERVICES, 2ND READING, PUBLIC HEARING, AND ADOPTION. Mr. Davis read Ordinance 1493 by title. The Mayor asked if there were any questions by the Council Members; there were none. He opened the Public Hearing at 5:18 p.m. and invited comments.

1 Tom Klomps, 614 Poinsettia Court – Mr. Klomps commented during special events the employees will be using City assets, such as cars and fuel. He questioned the wear and tear on the assets and inquired on how the expense will be recouped.

2 Cherie Crim, 17680 Front Beach Road – Ms. Crim read a portion of the Ordinance. She stated there were no fees paid for the Donald Trump rallies and requested a public audit of special events.

With nothing further, the Mayor closed the Public Hearing at 5:23 p.m.

Mr. Davis explained there will be amendments to this Ordinance. Councilman McConnell explained the City employees are not covered for workmen’s compensations and that the vendor should provide this coverage; this addition needs to be in the Ordinance. He commented there will be liability issues unless changes are made to the Ordinance. Mayor Thomas opposed the Ordinance.

Mayor Thomas explained he is not apologizing for not charging security for the President of the United States, he commented it is our duty. He believes fire and police should be present at all events.

Councilman Casto made the motion to table Ordinance 1493. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 2 ORDINANCE 1494, BEACH SAFETY, 2ND READING, PUBLIC HEARING, AND ADOPTION. Mr. Davis read Ordinance 1494 by title. The Mayor asked if there were any questions by the Council Members; there were none. He opened the Public Hearing at 5:33 p.m. and invited comments.

1 Alisha Redmon, 5353 Jenkins Road – Ms. Redmon thanked the Council for their support and getting the process in place for beach safety. She explained she is in favor of the life-saving devices. She commented the yellow flags are hard to be seen, she proposed a honey mustard color could be more visible. She commented she will be meeting with Senator Gainer next month.

2 Michael Landis, 14806 Front Beach Road – Mr. Landis explained he was a former rescue boat captain. He commented enforcement penalties are needed. He commented throw rings are not a good idea, presence on the beach is the solution to the problem. He recommended the Council speak to the Master Chief at the Coast Guard station. Councilman McConnell stated he will speak to him.

With nothing further, the Mayor closed the Public Hearing at 5:40 p.m.

Councilman Casto agreed with Ms. Redmon on the need for Coast Guard approved floatation devices. He requested the type-4 devices to be added back to the Ordinance. Mr. Davis explained it would require another reading of the Ordinance. Councilman Casto advised against the human chain, it could end very badly without a floatation device. He commented the more floatation devices, the better. He explained when someone sees someone's life in danger, they are going to try to help. Councilman Chester inquired on the location of the floatation devices. Mr. Davis explained they will be located on the beach commerce huts. Councilman Solis commented his concern is the possibility of voided insurance for the beach vendors if the floatation devices are there. He commented the State needs to mandate the floatation devices.

Mayor Thomas explained we have lifeguards on the beach that are Red Cross certified but are not open water certified. He explained he doesn't have a problem putting them with lifeguards at commercial huts where people are supervised. Councilman Solis expressed to use efforts for State to mandate. Mayor Thomas agreed it takes a lot of money, but it's a small price to pay for safety.

Councilman Solis made the motion to approve Ordinance 1494. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 3 RESOLUTION 19-123, CRA CHANGE ORDER #20 TO GAC CONTRACTORS, INC. AGREEMENT, RELATING TO RED ASPHALT FOR FRONT BEACH ROAD SEGMENT 2 REDEVELOPMENT PROJECT. Mr. Davis read Resolution 19-123 by title. Mr. Davis commented this is Change Order #17. Councilman Casto called David Campbell to the podium. Mr. Campbell commented this is a fantastic design that will benefit the City. He explained the first section tried red aggregate, but the asphalt fell off and there were problems with paint and epoxy. He explained he found a company that produces the red asphalt. He commented this color is a good contrast from the black asphalt. He explained the red asphalt will detail the tram/bike-only lane. He explained the asphalt is user-friendly, cold mix and a sealer is available. Mr. Campbell explained the first segment can be done at any time. Discussion ensued.

Councilman McConnell made the motion to approve Resolution 19-123. Second was made by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 4 RESOLUTION 19-125, SALE OF MULTI-MODAL FACILITY – ADDENDUM #2. Mr. Davis read Resolution 19-125 by title. Councilman Casto commented he is against this Resolution. He explained it should be used for original use. Mr. Gisbert explained when advertised it states the guidelines of the use of the property. Councilman Soils commented the CRA sections need to be completed, the 6 million dollars from the sale will help. Mr. Leonard explained the land is zoned highest and best

use, it can be used for the development of hotels or condos. Mayor Thomas commented the City has no business getting into the TRAM business. Discussion ensued.

Councilman Solis made the motion to approve Resolution 19-125. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 5 RESOLUTION 19-126, NEAR TERM WORKPLAN FOR CRA. Mr. Davis read Resolution 19-126 by title. There were no comments.

Councilman McConnell made the motion to approve Resolution 19-126. Second was made by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

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

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 6:08 p.m.

1 June Kennedy – 105 Glades Turn. Ms. Kennedy thanked the Council and asked them not to forget about the Glades residents.

2 Ms. Bossert, City Clerk. Ms. Bossert explained she received an email to be read at the delegation portion of the meeting, this email was sent to all council members for their information. Mayor Thomas instructed to enter it into the record.

3 Cherie Crim – 17680 Front Beach Road. Ms. Crim reiterated her stance on the charges for special events. She asked the council to look at how much money is being given away. She repeated the need for an audit on special events in the past few years.

4 Tom Klomps, 614 Poinsettia Court – Mr. Klomps asked the council to look at the way we are treating contractors. He stated trash is being blown out of commercial construction dumpsters. He stated the fencing with fabric that blocks the view of traffic, contractors need to be held accountable for any accidents that may occur.

5 Sherri Trimble, South San Souci Blvd. – Ms. Trimble explained she requested a speed bump and speed limit sign on her street. She explained the city has fixed the manhole in front of her house several times and it needs to be fixed again.

6 Alisha Redmon, 5353 Jenkins Road – Ms. Redmon does not remember seeing floatation devices at the lifeguard stand when her husband passed.

With no further comments, the Mayor closed the Delegations period at 6:16 p.m.

ATTORNEY REPORT

Mr. Davis stated he had no report.

CITY MANAGER REPORT

Mr. Gisbert read the open bids and available jobs.

COUNCIL COMMENTS

Councilman Solis asked to please share the word on available jobs with the City.

Councilman McConnell had no comments.

Councilman Casto announced the Beach Safety Workshop next Tuesday at the Lyndell Center.

Councilman Chester had no comments.

Mayor Thomas apologized to Ms. Crim if she took offense to his statement about whichever political party she was. He requested Chief Whitman to give the Council a presentation on what they do with wrecker services.

With nothing further, the meeting was adjourned at 6:20 p.m.

READ AND APPROVED this 12th of September, 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

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 August 22, 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 and expressed his condolences for the loss of Mr. Ross Elder. He explained that Mr. Elder retired from the Police Department several years ago and was loved by everyone. Mayor Thomas express that Mr. Elder would be missed greatly.

The Minutes of the Regular Meeting July 25, 2019 were read. **Councilman McConnell 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:**

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman Casto requested to add Lifeguard Discussion and Glades Update. **Councilman McConnell made the motion to approve the agenda with the additions. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

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

PRESENTATIONS

1 **BUILDING AND PLANNING DEPARTMENT UPDATE.** Mr. Leonard gave a PowerPoint presentation on the Building and Planning Department. He gave a brief overview of the Building, Business Licensing, Code Enforcement, and Planning division. He presented historical development information. He presented a chart that displayed permit fee collections. He explained the City boards which fall within the Planning Department. Discussion ensued.

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

Mayor Thomas opened the Public Comments section of the meeting at 9:18 a.m. and invited comments.

1 Genese Hatcher – Ms. Hatcher spoke of her opposition to CRA Assessment and the trolley system. She commented it will shut down homes and businesses bringing in money for the business license tax, and will take away parking in front of houses and

businesses. She noted her love for the City and pleaded the Council act in its best interests.

2 Colleen Swab, California Cycles – Ms. Swab asked about the term and scope of the CRA assessment. She expressed concern over the cost to business owners and the City’s intent to provide transportation services.

3 Burnie Thompson, 17292 Front Beach Road – Mr. Thompson asserted that all assessments are taxes by another name. He alleged the Council was wasting money on consultants and building a new City hall.

He closed the Public Comments at 9:25 a.m.

Mayor Thomas explained the CRA was established in 2001 and must be followed through its completion. He explained the Council was required to create an assessment to help pay for the operations and maintenance of the project.

Mayor Thomas denied that the City was planning on entering the transportation business. Councilman McConnell explained residents in the CRA borders took a risk knowing that development may come through the area. The Councilman explained that the City is primarily improving the right-of-way under its existing rights. Councilman Solis commented it is good to see sidewalks being utilized and underground power being put in, in case of storms. He commented beautification only increases property value. He explained when a property is bought, you take on the responsibility to maintain the yard and other things. He commented this is an example of what the Council is doing, taking responsibility and maintaining what is bought. Discussion ensued.

CONSENT AGENDA

Ms. Bossert read the Consent Agenda Items by title.

ITEM 1 RESOLUTION 19-120, DEWBERRY TASK ORDER – BID-A-WEE WATER SYSTEM IMPROVEMENTS. *“A Resolution of the City of Panama City Beach, Florida approving Task Order #2019-02 to the Master Services Agreement for Water Utility Engineering Services with Dewberry Engineers, Inc., related to Bid-A-Wee Water System Improvement in the amount of \$133,300; authorizing execution and providing an immediately effective date.”*

ITEM 2 RESOLUTION 19-130, IRONMAN FLORIDA. *“A Resolution of the City of Panama City Beach, Florida related to the “Ironman Florida Triathlon”; authorizing extraordinary traffic control of portions of South Thomas Drive, Thomas Drive, Surf Drive, Front Beach Road, West Pier Park Drive, Pier Park Drive, Bay Parkway and SR 79 on Friday, November 1, 2019, and Saturday November 2, 2019 for the event as more particularly set forth in the body of the Resolution.”*

ITEM 3 RESOLUTION 19-131, PIRATES OF THE HIGH SEAS FESTIVAL ROAD CLOSURE. *“A Resolution of the City of Panama City Beach, Florida related to the “Pirates of the High Seas Festival”; authorizing closure of portion of LC Hilton, Jr. Drive, Sea Monkey Way, Longboard Way and Pier Park Drive on October 11 and 12, 2019 for the event; and authorizing closure of a portion of Powell Adams Road and the temporary usage of a portion of Front Beach Road on October 12 to permit the event’s parade.”*

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

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

REGULAR AGENDA

ITEM 1 RESOLUTION 19-132, EMPLOYEE PHYSICALS. Ms. Myers read Resolution 19-132 by title. There were no comments.

Councilman McConnell made the motion to approve Resolution 19-132. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 2 ORDINANCE 1495, SEWER AND RECLAIMED WATER RATE INCREASE, 1ST READING. Ms. Myers read Ordinance 1495 by title. Councilman Solis commented the City has the lowest rates for sewer and water in the entire Bay County area. He commented he is thankful that the City had good management over these systems. Councilman McConnell stated the rates are a part of a five-year plan that has already been laid out and is scheduled to increase. Discussion ensued.

Councilman Solis made the motion to approve Ordinance 1495. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 3 ORDINANCE 1496, ILLICIT DISCHARGE (MS4), 1ST READING. Ms. Myers read Ordinance 1496 by title. There were no comments.

Councilman McConnell made the motion to approve Ordinance 1496. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 4 ORDINANCE 1497, PERSONAL FLOATATION DEVICES, 1ST READING. Ms. Myers read Ordinance 1497 by title. The Mayor asked if there were any Council questions or comments. Councilman Chester asked who would be selling the floatation devices. Ms. Myers explained currently there is a limited list of what the beach businesses can sell on the beach and right now, which does not include personal floatation devices. She explained the proposed ordinance allows beach services to make those devices available for sale or rent. Councilman Casto explained the two types used for lifeguards. The floatation devices that will be required to be kept at the huts are type IV floatation devices. He commented the floatation devices that are sold may not be those types. He commented he believes this is progress.

Councilman Casto made the motion to approve Ordinance 1497. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 5 ORDINANCE 1498, FRONT BEACH ROAD ASSESSMENT, 1ST READING. Ms. Myers read Ordinance 1498 by title. Mayor Thomas explained the original CRA documents authorizes the city to collect an assessment from those benefitting from the CRA. He explained the CRA plan defines the boundaries, and those within the boundaries are those who will be assessed. He commented the Council has chosen not to assess the entire City, even though the entire City will receive benefits from the project.

Councilman Solis made the motion to approve Ordinance 1498. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 6 APPROVAL OF JOB DESCRIPTIONS. Ms. Myers explained lifeguards are being transitioned into the fire department and in order to make those changes, new job descriptions were developed. She explained other job descriptions were developed for new positions approved by the Council in the new budget. She explained staff requests approval of the new or revised job descriptions for Beach Rescue Lifeguard – Seasonal; Beach Rescue Division Director; Beach Rescue Responder; Beach Rescue Responder Supervisor; Parks Maintenance – Mechanic – Full Time; Aquatics and Pier Supervisor; and Public Works Field Supervisor III. The Council had no comments. **Councilman Chester made the motion to approve the job descriptions. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 7 FIRE PENSION BOARD MEMBER APPOINTMENT. Ms. Myers explained the fire pension board has a vacancy, there were two applicants. She explained the appointment could be made by motion or ballot. Ballots were handed to the City Clerk by all council members present. **Ms. Bossert stated by majority vote Jonathan Miller is appointed to the Fire Pension Board.**

ITEM 8 LIFEGUARD DISCUSSION. Councilman Casto explained they held a Beach Safety Workshop earlier in the month and ideas were shared on how to put lifeguards on the beach. He commented the TDC does not qualify for an additional one-cent tourist development tax, but there are other options. He commented this is a serious problem in our community.

Councilman Casto suggested public-private partnership since the city is covered under sovereign immunity some of the neighbors of business communities suggested that they would be interested in hiring lifeguards from the City. He commented if the City ran the program, trained lifeguards and provided lifeguards under an agreement with property owners that could be a good option. He stated the program could be built over time. Councilman Solis agreed and requested Chief Couch find out what the cost would be per lifeguard because people have approached him that are willing to move forward quickly, they would take the bulk of the expense while the City manages the program. He commented the first step is finding out the cost and how serious people are as to whether they are willing to take that burden on. He stated we can't move forward without knowing the cost. Mr. Gisbert stated Chief Couch spent the weekend over in Jacksonville and gathered good information.

Chief Couch explained he spent five days in St. John's County reviewing their lifeguard program. He explained St. John's program has substantial help through a Red Cross administered awareness program. Under that program, non-lifeguards patrol the beach on four-wheelers and keep people out of the water. He commented people have volunteered wave runners or four-wheelers and he is looking into a similar volunteer program. He explained St. John's had a side-by-side UTV that has a swivel seat if you find your density areas and the lifeguard places the UTV there. He commented it would be a good solution because an umbrella could be placed where gear and radio are readily available. He explained most of the volunteers were community helpers and some were retired that want to do something for the community. Councilman Solis stated they warn people but are not there to enforce anything.

Councilman Casto recommended raising the fee for the pedestrian walk on the pier by a dollar or two in order to hire two lifeguards. He commented progress needs to be made. Councilman Solis suggested getting comparable prices from other cities for their pier charges before the Council decides to raise rates. He explained the City is missing out on a great amount of revenue on the paid parking lots, this area needs to be monitored. He suggested engaging with TDC for educational program assistance. Mayor Thomas instructed Chief Couch to bring back a price per lifeguard and what the City could lease a lifeguard for. He instructed Mr. Ponek to bring back pier prices along the coast. Mr. Gisbert stated staff will bring back a comprehensive study on the regional piers and what

their fees are. He explained a regional study on parking will be completed. He explained Mr. Campbell has been working on a system whereby patrons can pay for parking by mobile app as opposed to the stations that are there.

Mayor Thomas noted a recent drowning in the Gulf occurred at 1:30 a.m. and regretted that no lifeguard program will save every life that enters the water. He commended the significant changes and progress being made. Discussion ensued.

ITEM 9 GLADES UPDATE. Councilman Casto commented he continues to receive calls and emails for the residence of the Glades. He suggested the two bodies get together and communicate to come to some terms because it's a complicated issue. He asked for an update from the City Manager. Mr. Gisbert explained the Building and Planning Department has retained outside counsel because the City Attorney's firm has a conflict. He commented he will follow the Council's recommendation. Discussion ensued over whether the City could act as a mediator of the dispute between the homeowners and developer. Mr. Leonard explained they have not received an application from a developer for that area. Councilman Casto expressed a desire that the City Manager attempt to mediate the dispute. Councilman McConnell and Mayor Thomas stated that they did not believe it was the City's place to get involved.

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 10:24 a.m.

1 Diana Holmes, 302 S. Glades Trail – Ms. Holmes thanked the Council for the recent discussion on the Glades. She commented predominately the issue continues to be privacy and loss of property rights and security.

2 Burnie Thompson, 17292 Front Beach Road. Mr. Thompson stated the Council should be more concerned with what is happening to the Glades community. He stated code enforcement is not enforcing the grass being cut, the golf course subdivision looks terrible. He spoke of the Mayor's restaurant and parking issues.

3 Genese Hatcher, 601 Gardenia – Ms. Hatcher commented the Council has chosen select individuals to pay the CRA assessment, while everyone else benefits. She commented certain people are being targeted.

4 June Kennedy, Glades Turn – Ms. Kennedy stated she was upset, she commented she is 72 years old and doesn't want to move, she expressed her concern for privacy if townhomes are built in the Glades.

With no further comments, Mayor Thomas closed the Delegations period at 10:45 a.m.

Mayor Thomas commented he has been friends with George Roberts, owner of the Hombre Golf Course, for many years and would not treat him any different from anyone else. He commented he has numerous friends that live in the Glades and have known them longer than Mr. Roberts. Mayor Thomas called Mr. Leonard to the podium to discuss the maintenance of the golf course. Mr. Leonard explained the owner is focusing on the areas around the houses and has not finished. He stated everyone will see a significant improvement in the next couple of weeks.

ATTORNEY REPORT

Ms. Myers explained in regard to the right of way assessments, the notice for stormwater has been published in the newspaper, CRA and Fire would be published the following day. She explained the City will launch a search engine allowing residents search their property and see what the amount of the proposed assessments. She explained resolutions adopting various assessments would be present at the next council meeting. She explained she does not have a contract in place for a city manager search consultant yet but would present a contract at the next Council meeting.

CITY MANAGER REPORT

Mr. Gisbert read the open bids and available jobs.

COUNCIL COMMENTS

Mayor Thomas explained a budget workshop will follow this meeting.

With nothing further, the meeting was adjourned at 10:43 a.m.

READ AND APPROVED this 26th of September, 2019.

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

Mayor

ATTEST:

City Clerk

The Special Meeting/Budget Workshop 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 August 22, 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 Special Meeting/Budget Workshop to order at 11:00 a.m. with all Councilmen, the City Manager, Finance Director, City Clerk, and City Attorney present.

Mayor Thomas announced it was a Public Hearing and introduced Ms. White, Finance Director.

ITEM 1 UTILITY FUND. Ms. White gave a brief overview of the Utility Fund. She explained the budget was broken down by the different departments that are covered within the fund. She stated it is her intention to place Stormwater into its own fund next fiscal year. She explained the unrestricted reserves are currently \$46 million, but the capital projects coming up in the next five years exceed that amount. She commented there is no changes on the revenue side, the 2% increase for sewer was built into the budget, but no kind of growth component was put into any of the revenue numbers. She explained most of the rates are driven by Stormwater fees that are projected roughly \$1.7 million. She explained the Utility Fund starts at \$55 million for the start of the fiscal year and should be \$45 million at the end of the year after project expenditures.

Ms. White explained the water side of the budget. She explained they are requesting an additional position that is split between water and sewer. She explained that position is an additional engineer to deal with the increase in plan review, but the primary reason is for Mr. Churchwell's upcoming retirement. She explained Utility and Wastewater are the two departments that have had the most difficulty staffing, which reflects the decreased number in salaries. She explained the operating side and stated the \$8.6 million for capital outlay will be pushed out to 2020 because of postponed projects last fiscal year.

Councilman Solis asked for Mr. Shortt's vision for automated meters. Mr. Shortt explained he had a meeting with the current meter provider yesterday. He explained he has had conversations with legal to develop an RFP or an RFQ process. He suggested a pilot study to install the meters and test drive them to make sure they work as advertised before making a big investment. He explained the project will cost around \$7 million. There was a question on if a meter reader position would be eliminated. Mr. Shortt explained the position would be repurposed to Wastewater.

Ms. White explained the wastewater side of the budget. She explained salaries have decreased due to a lack of staff in the department for a good portion of the year. She explained no additional positions are being requested, several positions are posted to be filled. She explained the operations side to wastewater. She commented doing an updated rate study has been discussed. She explained there is an increase in electricity expense, this department is the heaviest user of electricity in the entire city. She explained the capital projects that included the second phase of Bay Parkway. There are several projects planned out through 2022 that total in the \$70 million range.

Ms. White explained the Fleet Management Worksheet. Mr. Shortt explained the only employees taking vehicles home are on call. He commented the GPS system has been a big benefit so far as in efficiency and saving fuel. Ms. White explained there is a fuel

tax report filed once a month with the State, where the city recovers a small refund amount of those charges.

Councilman Solis asked for an update on Thomas Drive. Mr. Shortt explained the first phase of this two-phase project is going well, the next phase is going onto Beach Drive. He commented they are working with the County to where they are a month ahead of where their contractors are going to be. Councilman McConnell commended Mr. Shortt on his spreadsheet and information presented.

Ms. White gave a brief overview of the Stormwater Department. She explained they are requesting an additional stormwater maintenance person. She explained capital outlay projects have been pushed out due to the storm. She commented Ms. Jenkins has done a good job of trying to build in the 25% match so that if we become eligible for any of those projects, the match money would already be incorporated into the budget. Discussion ensued.

Ms. White asked for direction on whether the council would like to approve the additional position so it could be included in the final budget. All Council agreed to include it in the budget.

ITEM 2 RECREATION CAPITAL PROJECTS. Ms. White explained the Recreation Capital Projects. She explained the Recreation Department has listed several improvements and machinery equipment purchases in the next year's budget. The biggest project will be the south complex and soccer field lighting. She commented other expense items such as batting cages, roof replacement, shade structures, and equipment are listed. She explained buying a piece of equipment instead of spending fifteen thousand to rent it per year is a good option. Mayor Thomas inquired on the shade structures. Mr. Ponek explained the shade structures will cover the playground and t-ball areas. He commented the playground equipment will be shaded. Councilman Casto commented this will help keep the playground equipment from being too hot to play on. He explained he will be attending a conference soon and will ask for other cities' input on cooling sports equipment. He explained the shades will be like those at the airport. Mr. Gisbert requested Mr. Ponek to bring the design to the Council. Discussion ensued.

Ms. White explained the greenways and trails projects have been budgeted and will be a \$1.3 million project. Mr. Ponek explained he has a five-year plan and try to keep the list prioritized.

ITEM 3 UPDATES TO GENERAL FUND. Ms. White gave a brief overview of the General Fund. She explained the reserves at the end of the fiscal year 2020, was projected to be 3.8 million on the version in the last workshop, after things were approved, we should end up somewhere around 4.4 million; that is an increase of \$800,000 since the last workshop. Councilman Chester asked if the amount included FEMA money. She commented it does not include FEMA money, she expects to get FEMA money in, its just a matter of when. She commented when it does Mr. Gisbert will announce it at the manager update portion of the council meeting. Discussion ensued.

ITEM 4 ADDITIONAL BUDGET MATTERS. Mayor Thomas asked Mr. Ponek to give the Council an update on comparative pier charges. Mr. Ponek explained we are already high from everyone else, which is surprising. He commented he will bring back user fees to the Council in September. He stated two years ago the fishing rates were raised by a dollar. Councilman Casto commented we have one of the most beautiful piers in the country and doesn't think people would stop going on the pier if the fee was raised. Mayor Thomas commented he has been able to do some traveling and every other city has charged for parking. Councilman Solis suggested using new app programs where people pay for parking. Mr. Gisbert stated he will investigate that because there may be restrictions due to retail stores being in the vicinity of the pier parking. He commented there are many cities that charge for parking. Discussion ensued.

Ms. White explained the budget will be brought to the Council at the first meeting in September. She explained the utility fund and the general funds won't change. She commented the Aquatic, Pier and CRA will be tweaked slightly. Mayor Thomas asked for Mr. Ponek to bring back all the information on the lifeguards and suggestions from staff as far as timelines.

Mayor Thomas opened the Public Comments section of the meeting at 11:44 a.m. and invited comments. There were none. He closed the Public Comments.

With nothing further, the meeting was adjourned at 11:44 a.m.

READ AND APPROVED this 26th of September, 2019.

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

Mayor

ATTEST:

City Clerk

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
SEPTEMBER 26, 2019

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 19-136 to close portions of Pier Park Drive and Sea Monkey Way on Saturday, October 26, 2019.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The Brew 'n' Boo Festival will hold an event scheduled on October 26, 2019.

The event necessitates closure of portions of Pier Park Drive between Hilton Drive and Longboard Way, and of Sea Monkey Way within the corporate limits of Panama City Beach.

Staff recommends approval.

RESOLUTION NO. 19-136

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RELATED TO THE "BREW 'N' BOO FESTIVAL"; AUTHORIZING ROAD CLOSURES ON PORTIONS OF PIER PARK DRIVE BETWEEN L.C. HILTON DRIVE AND LONGBOARD WAY, AND OF SEA MONKEY WAY ON SATURDAY, OCTOBER 26, 2019 FOR THE EVENT.

WHEREAS, the "Brew 'n' Boo Festival" (the "Event") is being held on Saturday, October 26, 2019 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of portions of Pier Park Drive and Sea Monkey Way within the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that during the hours of 6:00 A.M. and 7:00 P.M. on Saturday, October 26, 2019, Sea Monkey Way and portions of Pier Park Drive between L.C. Hilton Drive and Longboard Way, shall be closed and all vehicular traffic shall be rerouted or otherwise controlled in accordance with the attached map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS ____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

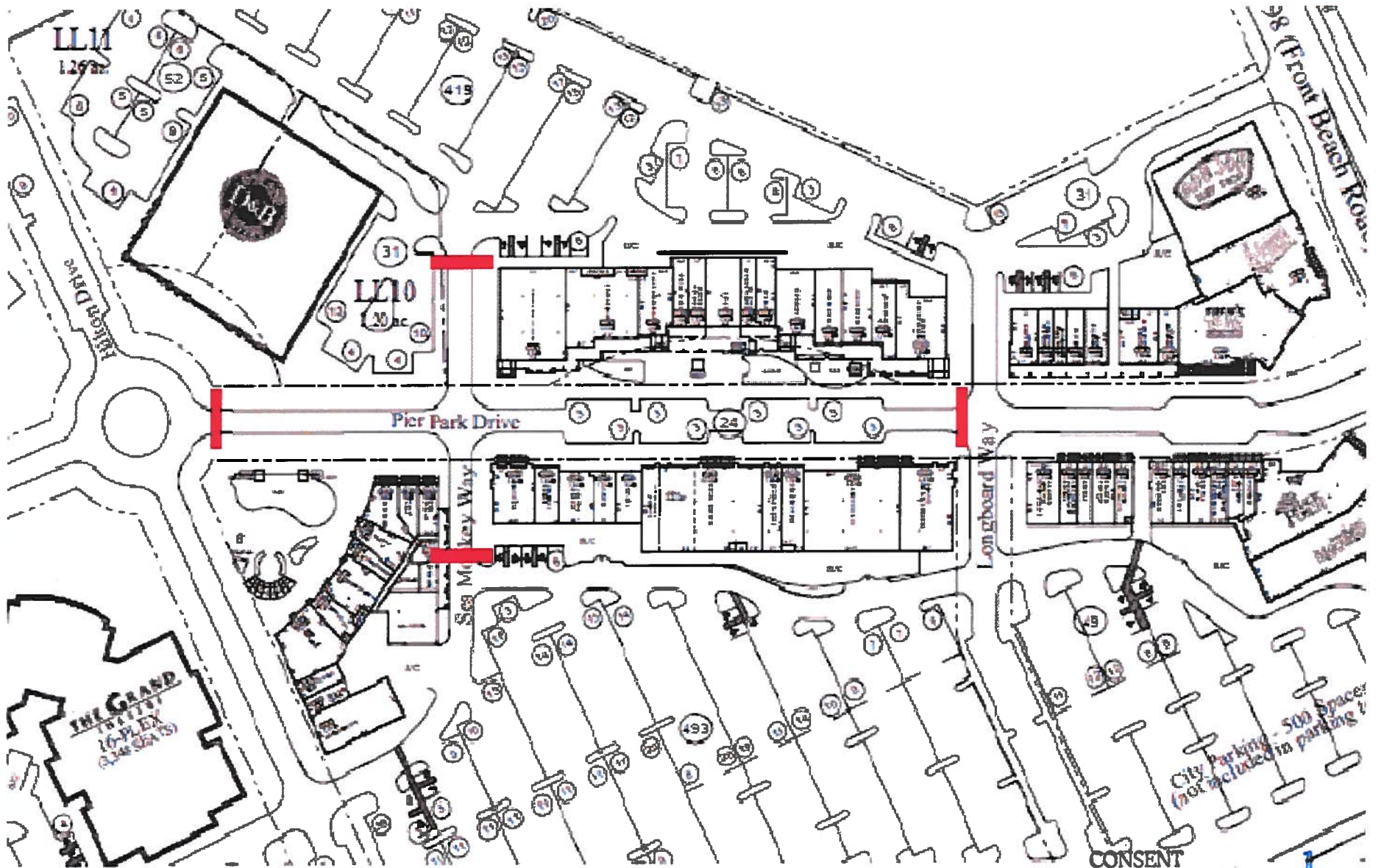
Mary Jan Bossert, City Clerk

Resolution 19-136

CONSENT
AGENDA ITEM # 1

Brew n' Boo Road Closure Map

October 26, 2019 6:00 am - 7:00 pm



CONSENT
AGENDA ITEM # 1

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
SEPTEMBER 26, 2019

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 19-141 to close portions of Sea Monkey Way, Longboard Way, and Pier Park Drive on Thursday, October 31, 2019.

4. AGENDA

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

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Pier Park Spooktacular event will be held on October 31, 2019.

The event necessitates closure of portions of Sea Monkey Way, Longboard Way and Pier Park Drive between L.C. Hilton Drive and Front Beach Road within the corporate limits of Panama City Beach.

Staff recommends approval.

RESOLUTION NO. 19-141

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RELATED TO THE "PIER PARK SPOOKTACULAR" AUTHORIZING ROAD CLOSURES ON PORTIONS OF SEA MONKEY WAY, LONGBOARD WAY, AND PIER PARK DRIVE BETWEEN L.C. HILTON DRIVE AND FRONT BEACH ROAD ON THURSDAY, OCTOBER 31, 2019 FOR THE EVENT.

WHEREAS, the Pier Park Spooktacular (the "Event") is scheduled on Saturday, October 31, 2019, in Panama City Beach; and;

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of portions of Pier Park Drive, Sea Monkey Way and Longboard Way within the corporate limits of Panama City Beach;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 12:01 A.M. on October 31, 2019 and 12:01 A.M. on November 1, 2019, portions of Sea Monkey Way, Longboard Way, together with a portion of Pier Park Drive between L.C. Hilton Drive and Front Beach Road, shall be closed and all vehicular traffic shall be controlled in accordance with the attached map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED IN SPECIAL SESSION THIS _____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

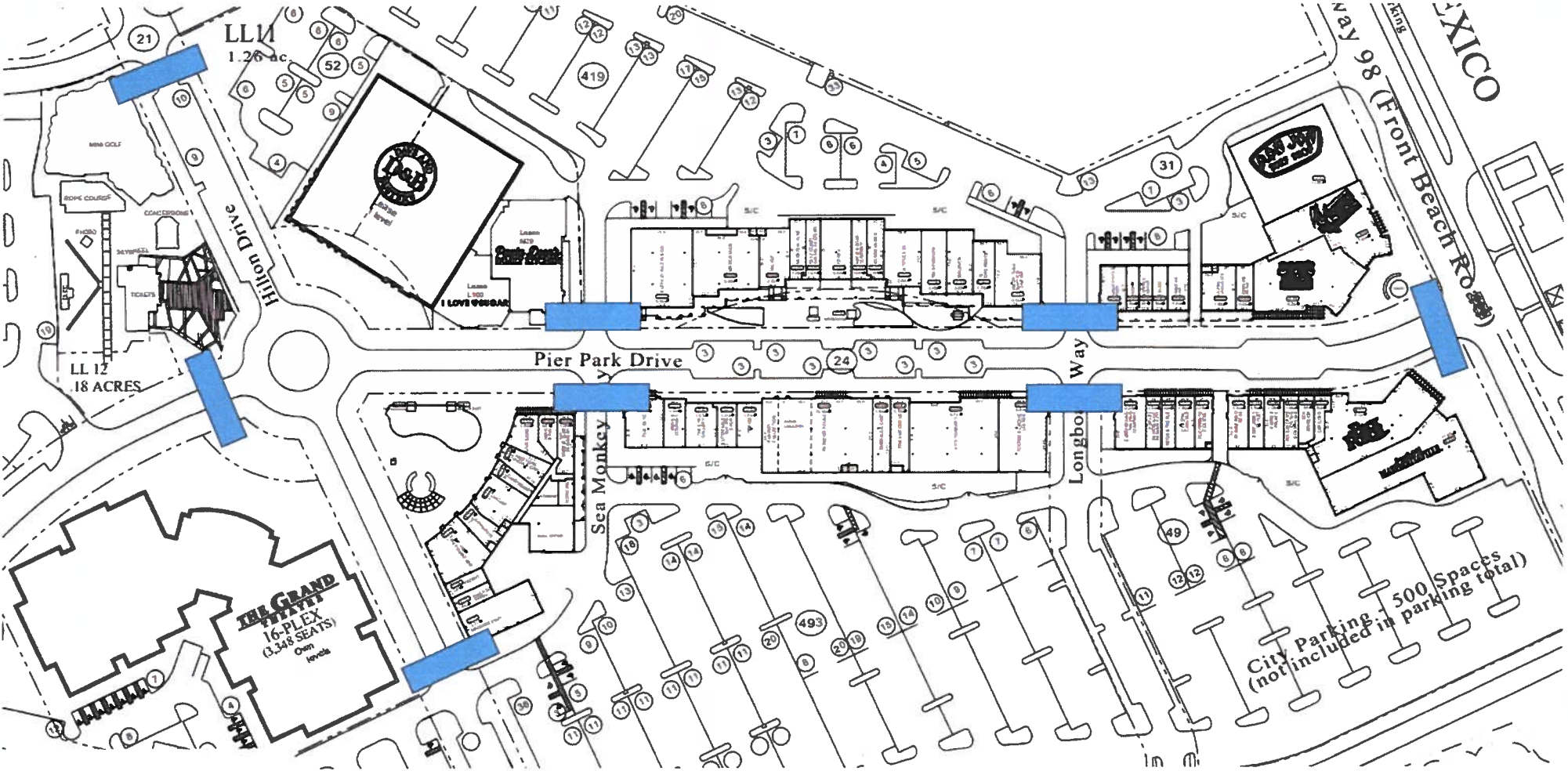
By: _____

Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Spooktacular Road Closure: 12am on October 31 – 12am on November 1



CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
SEPTEMBER 26, 2019

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 19-142 to close portions of Pier Park Drive on Saturday, November 9, 2019.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Pier Park Seafood Festival will hold an event scheduled on November 9, 2019.

The event necessitates closure of portions of Pier Park Drive between Sea Monkey Way and Longboard Way within the corporate limits of Panama City Beach.

Staff recommends approval.

RESOLUTION NO. 19-142

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RELATED TO THE "PIER PARK SEAFOOD FESTIVAL" AUTHORIZING ROAD CLOSURES ON PORTIONS OF PIER PARK DRIVE BETWEEN SEA MONKEY WAY AND LONGBOARD WAY ON SATURDAY, NOVEMBER 9, 2019 FOR THE EVENT.

WHEREAS, the Pier Park Seafood Festival (the "Event") is scheduled on Saturday, November 9, 2019, in Panama City Beach; and;

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of portions of Pier Park Drive within the corporate limits of Panama City Beach;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 6:00 A.M. and 7:00 P.M. on November 9, 2019, Pier Park Drive between Sea Monkey Way and Longboard Way, shall be closed and all vehicular traffic shall be controlled in accordance with the attached map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED IN SPECIAL SESSION THIS ____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____

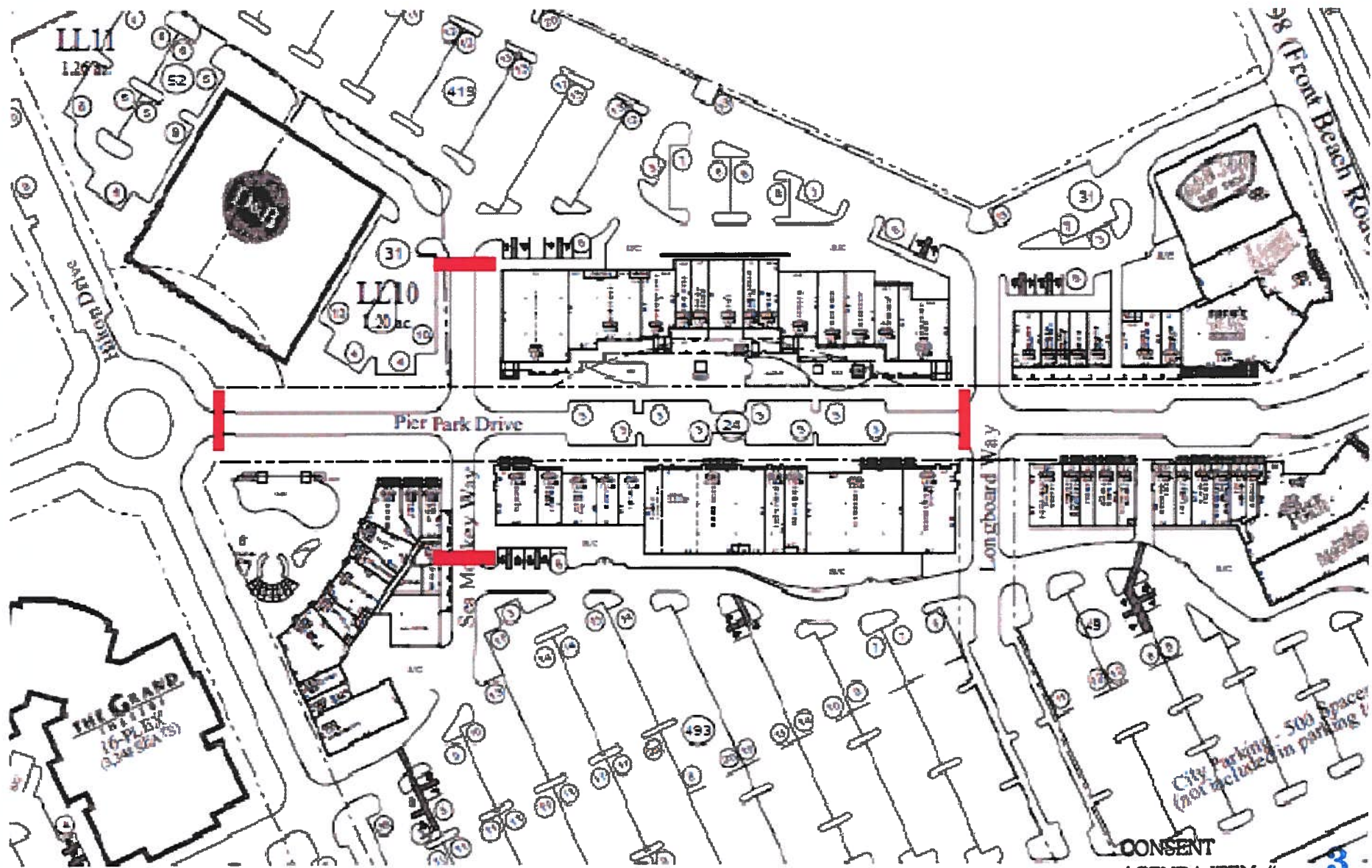
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Seafood Festival Road Closure Map

November 9, 2019 6:00 am - 7:00 pm



CONSENT
AGENDA ITEM #

CONSENT ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
September 26, 2019

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 19-143 to close portions of roads in Pier Park on December 27 to January 1 for the New Year's Eve Beach Ball Drop.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The Pier Park New Years Eve Beach Ball Drop will hold an event scheduled on December 27, 2019 to January 1, 2020.

The event necessitates closure of portions of Pier Park Drive, L.C. Hilton Drive, Sea Monkey Way and Longboard Way, within the corporate limits of Panama City Beach, on December 27, 28, 29, 30, and 31, 2019 to January 1, 2020.

Pier Park is requesting an expansion of event for 2 additional days of road closures from starting last year on the 29th to this year on the 27th.

Staff recommends approval.

RESOLUTION NO. 19-143

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO THE NEW YEAR'S EVE BEACH BALL DROP; AUTHORIZING ROAD CLOSURES WITHIN PIER PARK ON DECEMBER 27, 28, 29, 30 AND 31, 2019 AND JANUARY 1, 2020 FOR THE EVENT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the New Year's Eve Beach Ball Drop (the "Event") is planned for December 31, 2019, and shall include the consumption of alcoholic beverages on City streets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that:

1. The City hereby authorizes the temporary closure of portions of certain streets within Pier Park for the Event, as follows: the traffic circle in front of the Grand Theater, including Pier Park Drive and L.C. Hilton Drive, portion of Pier Park Drive to Front Beach Road, and portions of Sea Monkey Way and Longboard Way, within the corporate limits of Panama City Beach, shall be closed to vehicular traffic beginning from 12:01 A.M. on December 27, 2019 until 7:00 A.M. on January 1, 2020, for the Event, and all vehicular traffic shall be rerouted away from these roads per the attached map which accompanies this Resolution.
2. This Resolution shall take effect immediately upon its passage.

PASSED in regular session this ____ day of _____, 2019.

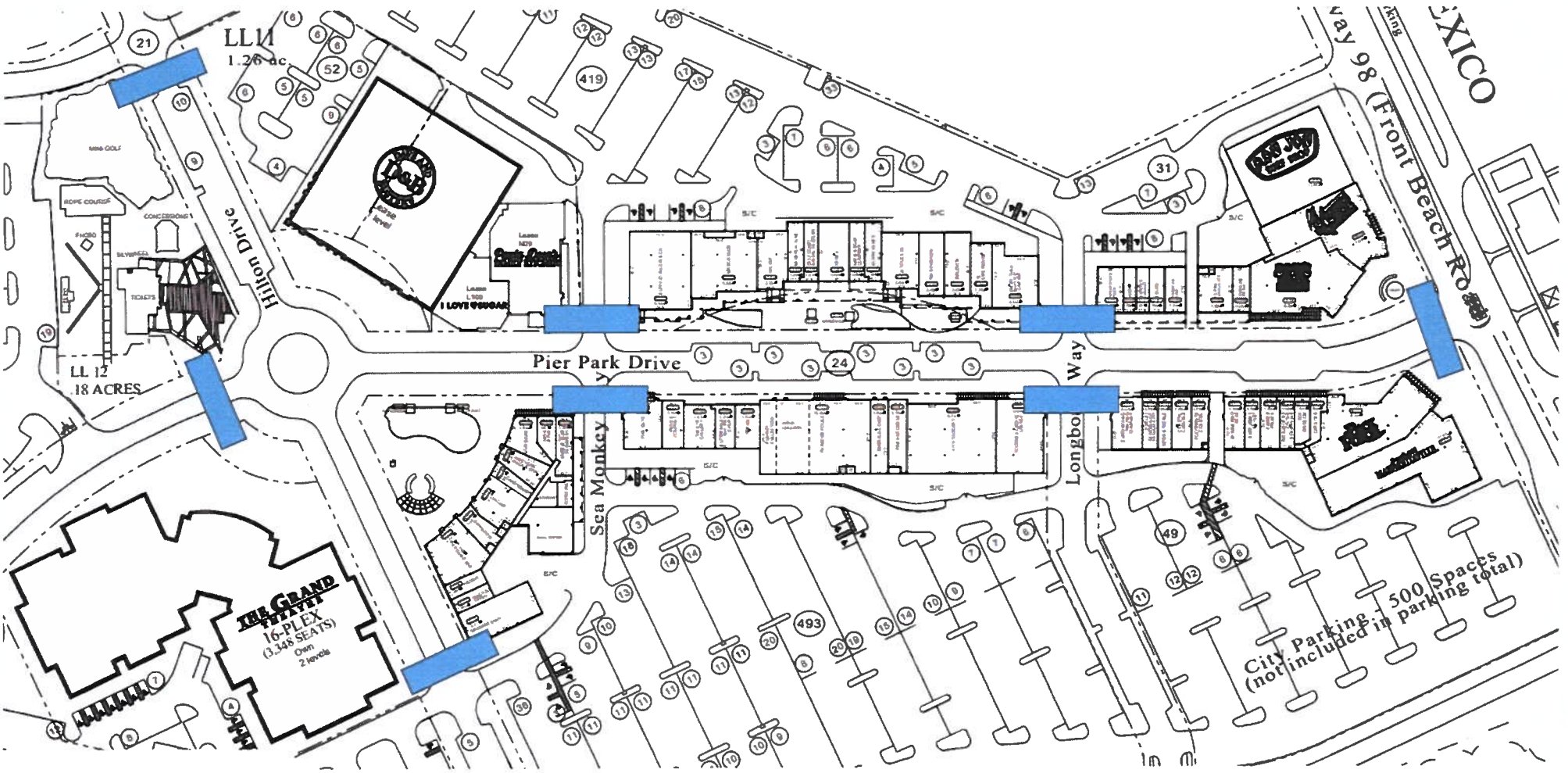
CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

New Year's Eve Road Closure: 12am on December 27, 2019 – 7am on January 1, 2020



CONSENT
AGENDA ITEM # 4

CONSENT ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

September 26, 2019

3. REQUESTED MOTION/ACTION:

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

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

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

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

CONSENT

AGENDA ITEM # 5

City ID#	Year	Item	Serial Number	Dept.	Recommened Disposition	Notes	CC Mtg
1516	N/A	Radio	466ACE1974	Police	Junked/Destruction - Not Sold	Surplus Dead Radios	9/26/2019
1545	N/A	Radio	466ACE1948	Police	Junked/Destruction - Not Sold	Surplus Dead Radios	9/26/2019
1554	N/A	Radio	466ACE1957	Police	Junked/Destruction - Not Sold	Surplus Dead Radios	9/26/2019
2160	N/A	Radio	721CFP3483	Police	Junked/Destruction - Not Sold	Surplus Dead Radios	9/26/2019
2156	N/A	Radio	721CFP3487	Police	Junked/Destruction - Not Sold	Surplus Dead Radios	9/26/2019
2155	N/A	Radio	721CFP3484	Police	Junked/Destruction - Not Sold	Surplus Dead Radios	9/26/2019
1515	N/A	Radio	466ACE1973	Police	Junked/Destruction - Not Sold	Surplus Dead Radios	9/26/2019
1596	N/A	Radio	466ACE1718	Police	Junked/Destruction - Not Sold	Surplus Dead Radios	9/26/2019
1597	N/A	Radio	466ACE1719	Police	Junked/Destruction - Not Sold	Surplus Dead Radios	9/26/2019
2152	N/A	Radio	721CFP3485	Police	Junked/Destruction - Not Sold	Surplus Dead Radios	9/26/2019
1560	N/A	Radio	466ACE1812	Police	Junked/Destruction - Not Sold	Surplus Dead Radios	9/26/2019
1883	N/A	Plotter	N/A	Utilities	Junked/Destruction - Not Sold	HP DesignJet 800 Plotter	9/26/2019

CONSENT
AGENDA ITEM # 5

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

September 26, 2019

3. REQUESTED MOTION/ACTION:

Approve a Mutual Aid Agreement, related to the City's Utility System, with Florida's Water/Wastewater Agency Response Network (FLaWARN).

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Florida Water/Wastewater Agency Response Network (FLaWARN) is a statewide network of utilities that can provide rapid response aid to other member utilities in the event of an emergency. Shortly after Hurricane Michael struck, the network offered its assistance to the City, with the condition the City agree to become a member by entering into a Mutual Aid Agreement (MAA). While the PCB area was not as severely impacted, FLaWARN provided valuable assistance with back-up pumping capacity for our lift stations. Staff desires for the City to become a member in the network so aid from our utility can be provided to others in a time of need or conversely received from other utilities. The attached MAA document provides the basis for coordinating and delivering aid upon request. Upfront costs are incurred by the Utility providing aid but the Utility requesting aid is obligated to reimburse aiding utilities' costs within 45 days of being invoiced. The amount of aid provided is voluntary and based on the utilities' available resources.

Staff recommends that the City Council authorize the City Manager to enter into the Mutual Aid Agreement with the Florida Water/Wastewater Agency Response Network.

RESOLUTION 19-144

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT FOR WATER/WASTEWATER EMERGENCY RESPONSE WITH FLORIDA'S WATER/WASTEWATER AGENCY RESPONSE NETWORK (FLAWARN).

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Mutual Aid Agreement for Water/Wastewater with Florida's Water/Wastewater Agency Response Network (FLaWARN), for the purpose of facilitating rapid emergency response among FLaWARN member utilities, in 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

MUTUAL AID AGREEMENT FOR WATER/WASTEWATER

ARTICLE I. PURPOSE

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities sustaining physical damage from natural or man made disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities. The purpose of this Agreement is to formally document such program.

ARTICLE II. DEFINITIONS

- A. **AGREEMENT** – The Water/Wastewater Mutual Aid Agreement. The original agreement and all signatory pages shall be kept at TREEO Center 3900 SW 63rd Blvd., Gainesville, FL 32608
- B. **PARTICIPATING UTILITY** – Any Water/Wastewater utility which executes this Mutual Aid Agreement.
- C. **DAMAGED UTILITY** – Any Participating Utility which sustains physical damage to its water/ wastewater system due to a natural or manmade disaster and seeks assistance pursuant to this Agreement.
- D. **ASSISTING UTILITY** – Any Participating Utility which agrees to provide assistance to a Damaged Utility pursuant to this Agreement.
- E. **AUTHORIZED REPRESENTATIVE** – An employee of a Participating Utility authorized by that utility's governing board to request or offer assistance under the terms of this Agreement. (A list of the Authorized Representatives for each Participating Utility shall be attached to this Agreement as Appendix A)
- F. **PERIOD OF ASSISTANCE** – The period of time beginning with the departure of any personnel of the Assisting Utility from any point for the purpose of travelling to the Damaged Utility in order to provide assistance and ending upon the return of all personnel of the Assisting Utility, after

providing the assistance requested, to their residence or place of Work, whichever is first to occur.

- G. SCHEDULE OF EQUIPMENT RATES – The latest rates published by Federal Emergency Management Agency under the response and recovery directorate applicable to major disasters and emergencies.
- H. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used by the Damaged Utility to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Assisting Utility will return to active Work within a reasonable time. Also, included is mutually agreed upon rotation of personnel and equipment.

ARTICLE III. PROCEDURE

In the event that a particular utility becomes a Damaged Utility, the following procedure shall be followed:

- A. The Damaged Utility shall contact the Authorized Representative of one or more of the participating utilities and provide them with the following information:
 - 1. a general description of the damage sustained;
 - 2. the part of the water/wastewater system for which assistance is needed;
 - 3. the amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 - 4. the present weather conditions and the forecast for the next twenty-four hours; and
 - 5. a specific time and place for a representative of the Damaged Utility to meet the personnel and equipment of the Assisting Utility.
 - 6. The identification of Work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

- B. When contacted by a Damaged Utility, the Authorized Representative of a Participating Utility shall assess his utility's situation to determine whether it is capable of providing assistance. No Participating Utility shall be under any obligation to provide assistance to a Damaged Utility. If the Authorized Representative determines that the Assisting Utility is capable of and willing to provide assistance, the Assisting Utility shall so notify the Authorized Representative of the Damaged Utility and providing the following information:
1. a complete description of the personnel, equipment and materials to be furnished to the Damaged Utility.
 2. the estimated length of time the personnel, equipment and materials will be available;
 3. the work experience and ability of the personnel and the capability of the equipment to be furnished;
 4. the name of the person or persons to be designated as supervisory personnel; and
 5. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Damaged Utility.
- C. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Utility. In instances where only equipment is provided by the Assisting Utility, the ownership of said equipment shall remain with the Assisting Utility and said equipment shall be returned to the Assisting Utility immediately upon request. Representatives of the Damaged Utility shall suggest Work assignments and schedules for the personnel of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the

operation and maintenance of the equipment furnished by the Assisting Utility, and report Work progress to the Damaged Utility.

- D. The Damaged Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of departure from their regularly scheduled Work location until the time of return to their regularly scheduled Work location. The food and shelter provided shall be subject to the approval of the supervisory personnel of the Assisting Utility. If not agreeable, food and shelter shall be provided and paid for as determined by mutual agreement.
- E. The Damaged Utility shall have the responsibility of providing communications between the personnel of the Assisting Utility and the Damaged Utility.

ARTICLE IV. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its then prevailing rules and regulations. The Damaged Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.
- B. EQUIPMENT – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the SCHEDULE OF EQUIPMENT RATES established and published by FEMA. If an Assisting Utility uses an alternate basis of rates for equipment listed on the FEMA Schedule of Equipment Rates it shall provide such rates to the Damaged Utility prior to providing assistance. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on actual recovery of costs.

- C. **MATERIALS AND SUPPLIES** – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Assisting Utility’s personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the Damaged Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.
- D. **PAYMENT** – Unless mutually agreed otherwise, the Assisting Utility should bill the requesting utility for all expenses not later than ninety (90) days following the Period of Assistance. The requesting utility shall pay the bill in full not later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-fifth (45th) day following the billing date, and once delinquent shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.
- E. **DISPUTED BILLINGS** – Those undisputed portions of a billing should be paid under this payment plan. Only the disputed portions should be sent to arbitration under Article VI.

ARTICLE V. INSURANCE

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Participating Utility may enjoy.

ARTICLE VI. ARBITRATION

All disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement which are participating utilities, excluding those members that are parties to the dispute.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member.

The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Water/ Wastewater Mutual Aid Agreement this _____ day of _____, 20__ .

Water/Wastewater Utility Representative(s):

By: _____

By: _____

Title: _____

Title: _____

Please Print Name

Please Print Name

Name of Participating Utility: _____

Please Print Name of Utility

(Please note: Attach a copy of your FlaWARN registration form to this document when you submit it. Thank you.)

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration

2. MEETING DATE:

9/26/2019

3. REQUESTED MOTION/ACTION:

Approve HMGP Project Match Funding

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

The Hazard Mitigation Grant Program (HMGP) is a federal grant program under FEMA, administered by States with a declared disaster, such as Hurricane Michael. HMGP funds eligible and approved projects up to 75% of the total project cost, and communities are responsible for funding, through various means, the remaining 25% using non-federal sources. Florida's administration plan for the submission of HMGP projects requires that all proposed projects be included in a project list as a part of the County's local mitigation strategy plan. The State of Florida requires each county to form a Local Mitigation Strategy (LMS) working group to write the local mitigation strategy plan and coordinate the implementation of infrastructure projects to reduce future occurrences of loss of life or damage to property, along with other responsibilities. Panama City Beach has proposed several projects to be included in the Bay County LMS project list. These projects include flood control, a community safe room, electrical system hardening and hardening several City buildings, Bay Parkway extension, among other projects. As the HMGP application period is opened, communities are allowed to submit projects that are eligible under the HMGP guidance, the submitted projects are evaluated and funded based on the priority the LMS working group deems appropriate.

This resolution will commit our 25% share of the cost for the ranked projects on the LMS working group list.

Staff recommends approval.

RESOLUTION 19-145

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING CITY HAZARD MITIGATION PROJECTS LISTED IN THE BAY COUNTY LOCAL MITIGATION STRATEGY PLAN, AND APPROVING A TWENTY FIVE PERCENT MATCH FOR SUCH PROJECTS FOR HAZARD MITIGATION GRANT PROGRAM FUNDING.

WHEREAS, the City of Panama City Beach, Florida is participating in a hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Bay County Local Mitigation Strategy Plan is a multi-jurisdictional hazard mitigation plan which encompasses Bay County, the Cities of Callaway, Lynn Haven, Mexico Beach, Panama City, Panama City Beach, Parker and Springfield; and

WHEREAS, the Bay County LMS Plan is updated on a yearly basis and after any major natural disaster event; and

WHEREAS, Hurricane Michael devastated Bay County and the surrounding area on October 10, 2018; and

WHEREAS, following a declaration of a major federal disaster, states are eligible for Hazard Mitigation Grant Program (HMGP) funding for mitigation activities that reduce or eliminate future disaster damages. The federal funding for the HMGP is provided under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), and does not provide funding for repairs or damages resulting from a disaster; and

WHEREAS, as authorized by the Stafford Act, on October 11, 2018, the President declared a major disaster in Florida due to Hurricane Michael that devastated Bay County and its surrounds, DR-4399, which authorizes funding through the HMGP; and

WHEREAS, the City desires to submit project applications to the Federal Emergency Management Agency (FEMA) from the HGMP for any

or all of the following projects, all of which meet the eligibility criteria for such funding; and

WHEREAS, the total cost for the mitigation projects is estimated at \$30,000,000, of which Staff is seeking \$7,500,000, since HGMP grant guidelines require minimum 25% local match funds; and

WHEREAS, staff has reviewed the budget and identified funding sources to provide the 25% match for the following projects, as follows:

FUNDING PRIORITY (per List dated 9/10/19)	PROJECT NAME	HAZARD ADDRESSED	PROJECT ESTIMATED TOTAL COST	25% LOCAL MATCH
11	FBP Community Safe Room	Hurricane Strength Winds	\$2,500,000	625,000
24	Underground Utilities Administration safe room	Hurricane Force Winds	\$5,000,000	1,250,000
32	East Police substation safe room	Life safety of PCB Police, reduction of the response time of PCB Police	\$1,500,000	375,000
40	Hardening Front Beach Road	Power and Communication loss	\$10,000,000	2,500,000
46	Bay Parkway expansion	Evacuation delays	\$5,000,000	1,250,000
51	Alf Coleman Drainage Improvements	Flooding	\$1,500,000	375,000
56	Fire station #31 wind retrofit	Hurricane Force Winds and Flooding	\$1,500,000	375,000

64	South Glades Drainage improvements	Flooding	\$1,000,000	250,000
70	Hombre Circle Drainage Improvements	Flooding	\$1,000,000	\$250,000
75	St. Bernadette Drainage Improvements	Flooding	\$1,000,000	\$250,000
	TOTALS		\$30,000,000	\$7,500,000

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

1. The City commits to provide the twenty-five percent match required for the HGMP projects listed above, whether in the form of funding or in kind contributions.
2. The City Manager is authorized to execute and deliver on behalf of the City, applications for HGMP funding for any or all of the projects set forth above, and to provide any necessary documentation supporting such applications to FEMA, FDEM, Bay County or any other relevant agencies, as requested or required.
3. This Resolution shall take effect immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration / Holly White, Finance

2. MEETING DATE:

09/26/19

3. REQUESTED MOTION/ACTION:

Approve the transfer of cash as of October 1, 2018 in the LEE and DOJ Equitable Sharing accounts from the General Fund to (2) new Special Revenue Funds

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

STAFF requests Council approval to establish (2) new Special Revenue Funds - Law Enforcement Education (LEE) and DOJ Equitable Sharing retroactive to October 1, 2018. In conjunction with this request, STAFF requests approval of BA #67 to transfer the cash balances as of October 1, 2018 in the LEE and DOJ accounts from the General Fund to the newly established Special Revenue Funds.

Per the attached memo written September 11, 2019, the Special Revenue Funds we are requesting be setup meet the criteria established in National Council on Government Accounting (NCGA) and Governmental Accounting Standards Board (GASB) statements for the establishment of such funds in that, the revenue sources in question are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

STAFF believes that accounting for these specific revenue streams and the related expenditures in separate Special Revenue Funds will provide greater financial transparency to the citizens of Panama City Beach and the user's of the City's financial statements.

MEMO

To: Panama City Beach City Council

From: Holly White, Finance Director

Date: September 11, 2019

In accordance with the criteria established in National Council on Government Accounting (NCGA) Statement 1 and Governmental Accounting Standards Board (GASB) Statement 34, staff requests Council approval to establish two (2) new Special Revenue Funds to account for the following revenue sources:

1. Law enforcement education funds remitted to the City by the Bay County Clerk of the Court in accordance with F.S. 938.15 and
2. United States Department of Justice (DOJ) equitable sharing of federal forfeiture proceeds with local law enforcement agencies.

Currently, the City maintains separate bank accounts for the revenue sources listed above and additionally, maintains separate revenue and expenditure line items for both programs within the City's General Fund. Neither program is included in the General Fund budget because it is not possible to reasonably anticipate activity in these funds.

NCGA and GASB allow the use of special revenue funds to account for specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The revenue sources listed above in 1 and 2 meet the established criteria and, as such, are eligible to be accounted for in a special revenue fund. Staff requests Council approval to establish (2) new special revenue funds titled

Law Enforcement Education (LEE) and DOJ Equitable Sharing Local Law Enforcement

Staff additionally requests that approval be granted retroactive to October 1, 2018 so that beginning balances at October 1, 2018 can be transferred from the General Fund to the (2) newly established Special Revenue Funds, and all revenue and expenditures for fiscal year 2018-2019 can be accounted for in the (2) new funds. Staff believes that accounting for these specific revenue streams within separate Special Revenue Funds will provide greater financial transparency to the citizens of Panama City Beach and the users of the City's financial statements.

The action above also requires a budget amendment for the transfer from the General Fund in the amount of \$11,580.99 which equals the cash balance in the LEE and DOJ Equitable Sharing bank accounts as of October 1, 2018.

RESOLUTION 19-146

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH AUTHORIZING THE ESTABLISHMENT OF TWO SPECIAL REVENUE FUNDS; AUTHORIZING A BUDGET AMENDMENT TO TRANSFER CERTAIN MONIES INTO THE FUNDS; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City maintains separate bank accounts for certain revenue received by the City from the Bay County Clerk of Court for law enforcement education funds, and from the United States Department of Justice (DOJ) for federal forfeitures; and

WHEREAS, the City maintains separate revenue and expenditure line items for both programs within the City's General Fund, but neither program is included in the General Fund budget because it is not possible to reasonably anticipate activity in these funds; and

WHEREAS, NCGA and GASB allow the use of special revenue funds to account for specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects; and

WHEREAS, the revenue sources listed above meet the established criteria and, as such, are eligible to be accounted for in a special revenue fund; and

WHEREAS, staff requests the establishment of the two special revenue funds, retroactive to October 1, 2018, so that beginning balances at October 1, 2018 can be transferred from the General Fund to the (2) newly established Special Revenue Funds, and all revenue and expenditures for fiscal year 2018-2019 can be accounted for in the (2) new funds; and

WHEREAS, the Council finds that accounting for these specific revenue streams within separate Special Revenue Funds will provide greater financial transparency to the citizens of Panama City Beach and the users of the City's financial statements.

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

1. The appropriate officers of the City are authorized and directed to take all necessary and appropriate actions to establish a Special Revenue

Fund titled "Law Enforcement Education (LEE)" to account for Law enforcement education funds remitted to the City by the Bay County Clerk of Court pursuant to Section 938.15, Florida Statutes, *nunc pro tunc* October 1, 2018.

2. The appropriate officers of the City are authorized and directed to take all necessary and appropriate actions to establish a Special Revenue Fund titled "DOJ Equitable Sharing Local Law Enforcement" to account for receipt of federal forfeiture proceeds shared with the City by the United States Department of Justice, *nunc pro tunc* October 1, 2018.
3. The following budget amendment (#67) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit A, to reflect the receipts and expenditures for the purposes stated herein.
4. This Resolution shall take effect immediately upon passage.

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

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

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration

2. MEETING DATE:

9/26/2019

3. REQUESTED MOTION/ACTION:

Approve RFQ ranking for Retirement Consultant Services

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)

An RFQ was posted on 7/26/2019 and 5 bids were received for a Consultant for retirement services to begin as soon as feasibly possible.

A three member team was chosen by City Manager Mario Gisbert comprised of Lori Philput, Al Shortt, and Drew Whitman to rank the bids based on their qualifications. The results are below.

First: Segal Consulting

Second: Bolton Group, Inc

Third: The Hackett Group

Fourth: Tie--Dahab Associates & Burgess Chambers & Associates

It should be noted that the first & second choices were really close and staff would be happy with either one.

Staff recommends approval.

If the Council approves the ranking, we will negotiate a Professional Services Agreement for the consultant services based on the order of ranking and return a negotiated Agreement to the Council for Approval.

RESOLUTION 19-148

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR RETIREMENT CONSULTING SERVICES RELATED TO THE CITY'S RETIREMENT PROGRAM; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has requested statements of qualifications from firms or individuals for retirement plan consulting; and

WHEREAS, five firms responded to the RFQ; and

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

WHEREAS, based on the evaluations of the statements of qualifications, the committee ranked Segal Consulting No.1 for purposes of entering negotiations for a satisfactory contract for this work.

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for the retirement consulting services related to the City's retirement program Front Beach Redevelopment Area with one of the Firms in the following order of ranking:

First - Segal Consulting
Second- Bolton Group, Inc. and
Third- The Hackett Group

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

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
MIKE THOMAS, Mayor

ATTEST:

MARY JAN BOSSERT, City Clerk

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATIVE/CRA

2. MEETING DATE:

SEPTEMBER 26, 2019

3. REQUESTED MOTION/ACTION:

APPROVE DIRECTORY RESOLUTION CONCERNING COMMUNITY REDEVELOPMENT ASSESSMENT IMPLEMENTATION

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)

AS DIRECTED, THESE COMMUNITY REDEVELOPMENT AREA ASSESSMENTS WILL BE SENT TO PROPERTY OWNERS THIS FALL. THE BILL WILL ALSO SERVE THE DUAL PURPOSE OF SENDING MAILED NOTICE OF THE PUBLIC HEARING FOR ASSESSMENTS TO BE LEVIED IN FY20-21, THUS SAVING APPROXIMATELY \$12,000 IN MAILING COSTS. THE RESOLUTION SETS DATE, TIME AND PLACE FOR THE NEXT PUBLIC HEARING IN 2020, SETS 2021-21 RATES AS THE SAME AS WAS IMPOSED IN FY19-20, SETS AND ESTABLISHES FUTURE MAXIMUM ASSESSMENT RATE TIED TO DEPARTMENT OF COMMERCE STATISTICS, AND APPROVES THE FORM OF BILLING AND NOTICE ATTACHED (WHICH REQUIRES 10-15 DAYS LEAD TIME ONCE APPROVED).

STAFF AND COUNSEL RECOMMEND APPROVAL.

RESOLUTION NO. 19 - 149

A DIRECTORY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ASSOCIATED WITH THE PROCESS NECESSARY FOR THE CITY TO COLLECT AND REIMPOSE SPECIAL ASSESSMENTS TO ANNUALLY DEFRAID FUNDING, IN PART, FOR MAINTENANCE, OPERATION AND ADMINISTRATION COSTS WITHIN THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA; ESTABLISHING AND PROVIDING FOR NOTICE OF A MAXIMUM RATE OF ASSESSMENT BY TAKING AND DIRECTING ACTIONS SPECIFICALLY ANTICIPATED AND PROVIDED FOR BY ORDINANCE AND GENERAL LAW; PROVIDING FOR DIRECTION; AND, PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, the Municipal Charter of the City (the "Charter"), sections 166.021 and 166.041, Chapter 163, Part III Florida Statutes, the Front Beach Road Community Redevelopment Plan (the "Redevelopment Plan"), City Ordinance No. 1498, and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

(A) As a follow up to recent City Council direction and authorization, the City Manager and staff have consulted with GAI Consultants, Inc. (in particular, Dr. Owen M. Beitsch), Mark G. Lawson, P.A. and Ennead, LLC (collectively, the "Assessment Professionals"), and all have reviewed the circumstances and history associated with the Front Beach Road Community Redevelopment Plan, the final judgment approving and confirming this transformative project, the commitments and obligations of the City and its redevelopment agency, and developed an approach and means to further accomplish the obligations and requirements of the Plan and Act. The Assessment Professionals each played a fundamentally supportive role in the original creation, adoption and validation of the Redevelopment Plan well over 15 years ago.

(B) The City Council's directed result, among other things, was the adoption and imposition of a community redevelopment assessment which shares some administrative costs per parcel, and describes a multi-faceted apportionment approach designed to reasonably share a portion of operations and maintenance costs among all properties, and is fairly designed to proportionately charge larger more favorably impacted properties more than smaller less favorably impacted properties based on weighted relative attributes of improved square footage, overall improvements, and, to a much lesser degree, land value -- all as reasoned proxies to fairly address sharing the costs of this community's redevelopment initiative. The

approach is repeatable and self-correcting annually using publicly available and independently maintained data. The initial levy and imposition will necessarily occur by the traditional direct billing method for FY 2019-20.

(C) The City Council directs that the subsequent or next annual levy and imposition for FY 2020-21 shall be by use of the uniform collection method, accomplished on the same bill as for ad valorem taxes, together with collection of an amount equivalent to any unpaid assessments for the prior fiscal year. The rates of assessment to be employed for FY 2020-21 shall not change and are directed to remain the same as for the prior FY 2019-20 community redevelopment assessments.

(D) The form of invoice or bill to be used for billing the FY 2019-20 assessments shall also provide notice of the time, date, and place for the next annual public hearing, which shall include information required by Ordinance No. 1498 and the Uniform Assessment Collection Act, including notice of the maximum rate of assessments. Accordingly, on January 23, 2020, at 9 a.m., the City Council will hold a public hearing in the City Council Chambers, at 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413, for the purpose of again receiving comments on the proposed community redevelopment assessments for FY 2020-21 (the City's next budget year).

(E) Pursuant to Ordinance No. 1498, and otherwise consistent with the use by general law of a cognizable independent index reference, the maximum annual increase in community redevelopment assessment rates from year to year after FY 2020-21 shall not exceed the average annual growth rate in Florida personal income over the previous five years.¹ Provided, however, implementation of any annual increases established, authorized, and noticed pursuant to the Act and this Resolution as the maximum rate of assessment shall be noticed each year by publication in conformance with Section 2.04 of Ordinance No. 1498.

(F) The form and content of the annual bill and notice in substantially the form attached as Appendix A hereto, is approved and authorized, with such insubstantial changes necessary, among other things, to print, mail and deliver to the postal service.

SECTION 3. DIRECTION.

(A) The Mayor, City Manager or such person's functional administrative equivalent or designee, City Attorney and other necessary City or redevelopment agency officials and employees along with the Assessment Professionals are directed and authorized to undertake the actions contemplated by this Resolution.

¹ This is a cognizable independent indexing reference used in Florida Statutes by the Legislature; and, is regularly maintained by the Bureau of Economic Analysis of the United States Department of Commerce.

*Front Beach Road
Community Redevelopment Area
Implementation Direction*

(B) As implementation proceeds, the City Manager and City staff are directed and authorized to prepare and present to the City Council necessary budget amendments to accomplish the development, collection and use of such revenues. If necessary or reasonable, such costs may be amortized over a period of years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED THIS 26th day of September 2019.

CITY OF PANAMA CITY BEACH, FLORIDA

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

APPENDIX A

**FORM OF THE ANNUAL BILL AND
MAILED NOTICE NECESSARY TO USE THE UNIFORM METHOD OF COLLECTION**



110 South Arnold Road
 Panama City Beach, FL 32413
 Phone: 850-233-5100 - Fax: 850-233-5116
 E-mail: fbr-cra@pcbgov.com
 Sequence No. <04>

ACCOUNT NUMBER: <01>
 SERVICE ADDRESS: <02> <03>
 PARCEL NUMBER: <05>
 TOTAL ASSESSMENT AMOUNT: \$<06>
 TOTAL AMOUNT DUE: \$<07>
 DUE UPON RECEIPT AND DELINQUENT ON 12/01/2019

FY 2019-20

COMMUNITY REDEVELOPMENT ASSESSMENT

THIS IS THE ONLY BILLING STATEMENT YOU WILL RECEIVE. THE FEE FOR EACH DISHONORED CHECK IS SET FORTH IN FLORIDA STATUTE 68.065(2) WHICH IS \$25, IF THE FACE VALUE DOES NOT EXCEED \$50; \$30 IF THE FACE VALUE EXCEEDS \$50, BUT DOES NOT EXCEED \$300; \$40 IF THE FACE VALUE EXCEEDS \$300; OR 5 PERCENT OF THE FACE VALUE OF THE PAYMENT INSTRUMENT, WHICHEVER IS GREATER. THIS COMMUNITY REDEVELOPMENT ASSESSMENT CONSTITUTES A LIEN AGAINST SUCH PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT OR MUNICIPAL TAXES AND SPECIAL ASSESSMENTS. EXCEPT AS OTHERWISE PROVIDED BY LAW, UNTIL PAID, SUCH LIEN SHALL BE SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES AND CLAIMS.

COMMUNITY REDEVELOPMENT ASSESSMENT DETAIL

This special assessment is only for a relatively small portion of expenditures associated with properties within the Front Beach Road Community Redevelopment Area (a map or geographic depiction can be found on-line at fbr-cra@pcbgov.com. Your assessment rates have been apportioned by combining two (2) categories of charges for this annual community redevelopment assessment:

Category A: Budgeted costs of a portion of administrative and ministerial activities (\$425,692) shared equally among all parcels at a rate of \$33.89 per tax parcel.
Category B: Budgeted costs of a portion of continued maintenance, upkeep and capital equipment (\$277,020) weighted and shared based upon a combination of three (3) relative attributes or factors:

- (1) the heated or air-conditioned square footage reported in the public records of the local property appraiser (approximately 60% weight, or \$168,887) at a rate of \$0.008 per square foot;
- (2) the improvement value for each parcel, which is the result of the reported *just value* minus the reported *land value* in the public records of the local property appraiser (approximately 30% weight, or \$81,520) at a rate of \$0.03 per \$1,000 of improvement value; and,
- (3) the land value for each parcel reported in the public records of the local property appraiser (approximately 10% weight, \$26,613) at a rate of \$0.05 per \$1,000 of land value.
- (4)

The variable dollar amount attributed to each affected tax parcel and other information concerning this proposed assessment upon properties within the Front Beach Road Community Redevelopment Area is available online at <http://quicksearch.ennead-data.com/pcbfbrcra/>.

Assessment Component	Basis	x	Rate	=	2019-20 Assessment
Category A (Per Tax Parcel)	1 Tax Parcel		\$ 33.89/Tax Parcel		\$<08>
Category B (Weighted Combination of:)					
(1) AC/Heated Sq. Ft.	AC/Heated Sq. Ft. (<1,234,567,890>)		\$ 0.008/Sq. Ft.		\$<11>
(2) Improvement Value	Improvement Value (<1,234,567,890>)		\$ 0.03/\$1,000		\$<12>
(3) Land Value	Land Value (<1,234,56,790>)		\$ 0.05/\$1,000		\$<13>
Annual Administration Charge (Per Invoice)	1 Invoice		\$ 5.00/Invoice		\$<08>
YOUR PARCEL'S TOTAL FY 2019-20 COMMUNITY REDEVELOPMENT ASSESSMENT					\$<06>
TOTAL AMOUNT NOW DUE					\$<07>

WANT TO LEARN MORE: The City will update information concerning this Community Redevelopment Assessment regularly at www.pcbgov.com. Please direct any questions or concerns to fbr-cra@pcbgov.com.

PLEASE BRING ENTIRE BILL IF PAYING IN PERSON. PLEASE DETACH AND RETURN BOTTOM PORTION IN REMITTANCE ENVELOPE PROVIDED IF PAYING BY MAIL. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK. THANK YOU. SEE REVERSE FOR IMPORTANT INFORMATION.

FY 2019-20 COMMUNITY REDEVELOPMENT ASSESSMENT

PLEASE MAKE CHECKS PAYABLE TO CITY OF PANAMA CITY BEACH



110 North Second Street
 Panama City Beach, FL 32413

PARCEL #	<05>
SERVICE ADDRESS:	<02> <03>
BILLING DATE	<21>
DUE ON RECEIPT	DELINQUENT AND PAST DUE ON DECEMBER 1, 2019
TOTAL ASSESSMENT	\$<06>
TOTAL AMOUNT NOW DUE	\$<07>

- <14>
- <15>
- <16>
- <17>, <18> <19>
- <20>

Check #: _____ Amount: _____

CITY OF PANAMA CITY BEACH
 110 SOUTH ARNOLD ROAD,
 PANAMA CITY BEACH, FL 32413

[BAR CODE]
 AGENDA ITEM # _____

CITY OF PANAMA CITY BEACH
FISCAL YEAR 2020-21 NOTICE OF ANNUAL HEARING AND ADDITIONAL INFORMATION
***** Important/Please Review *****

Thank you for reading this information on the flipside of your direct bill for your FY 2019-20 community redevelopment assessment. The amount of the bill for the current fiscal year on the flipside of this Notice is now due.

Going forward, the City Council also expects to continue the community redevelopment assessment next year for the FY 2020-21 budget year. By this Notice the City's rate structure used this year for your tax parcel for the community redevelopment assessment will remain the same; so, the assessment rates to be levied upon your tax parcel next year from that shown in the Assessment Detail on the reverse side of this Notice, will not change. However, because the City will use the uniform method of collection, you will experience a slight increase due to service charges by the local tax collector and property appraiser and allowance for statutory discounts associated with the tax bill collection method (sometimes called the uniform method of collection). You may also experience increases or decreases from year to year if there are changes in the heated square footage or value of your parcel.

This Notice is provided in accord with the City's intended use of the uniform method of collection next year and the City's community redevelopment assessment ordinance. To limit uncertainty of any increases and to provide transparency in advance, the City Council has pursuant to ordinance and resolution set the maximum rate of assessment beyond FY 2020-21 based on the rates noticed herein and limited the maximum amount of increases in these rates to annually not to exceed the average annual growth rate in Florida personal income over the previous 5 years. Further Notice of any such indexed increases proposed will be published by the City each year at least 20 days in advance of the noticed annual public hearing concerning these community redevelopment assessments.

The City will also update and provide the proposed community redevelopment assessment roll for FY 2020-21 and make it available at the City Clerk's office at City Hall and at www.pcbgov.com in January 2020.

On January 23, 2020 at 9 AM, the City Council will hold a public hearing in the City Hall Council Chambers, at 110 South Arnold Road, Panama City Beach, Florida, for the purpose of again receiving comments on proposed community redevelopment assessments for FY 2020-21 (our next budget year). You are invited to attend and/or file written objections with the City Clerk and address them to the City Council prior to that date. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The City's community redevelopment assessment is explained in detail on the flipside of this Notice. The City is billing you directly for the community redevelopment assessment for this fiscal year (FY 2019-20) which is now due and payable. If you do not pay this first year's assessment in full, the City has no intent to spend limited resources on collections, but rather will use its ability to supplant and collect an amount equivalent to what is unpaid along with next year's community redevelopment assessment which will be collected on the same bill as your property taxes. Waiting to pay this year's community redevelopment assessment (shown on the flipside of this Notice) makes it more difficult for the City's budgetary, financial and cash flow operations, and will likely unnecessarily increase the amount you pay at a later date (by an additional 4% to 8%). Please consider avoiding these additional charges and costs, and promptly pay the amount due on the flipside of this Notice TODAY. Thank you so much for your support of this activity associated with all properties in the Front Beach Road Community Redevelopment Area of our City.

Payment for *next year's* community redevelopment assessment is anticipated to be due and collected on the same bill as taxes to be mailed around November 1, 2020 (sometimes called the uniform method of collection). General law requires us to always remind you that: Until paid, the community redevelopment assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Assessments become delinquent in the same manner as for unpaid taxes, and failure to pay a non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in loss of title. Government property is not subject to the collections using the uniform method of collection for the community redevelopment assessment.

Thank you for reviewing this information.

REGULAR ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Kelly Jenkins

2. MEETING DATE:

09/26/19

3. REQUESTED MOTION/ACTION:

Approve a resolution accepting assignment of management roles and responsibilities from Bay County for the County Incentive Grant Program Agreement with the Florida Department of Transportation.

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)

Bay County applied for and received from the Florida Department of Transportation a \$4,000,000 CIPG grant for new road construction for Bay Parkway Phase II, Grant Number 442483-2. Bay County, the City of Panama City Beach, and The Florida Department of Transportation (FDOT) have determined that it would be appropriate for the Grant to be assigned to the City for administration since the City will be the lead agency for the project.

On September 4, 2019, the Board of County Commissioners for Bay County adopted a resolution approving the City's application for funding of the Project and authorizing the City to enter into an agreement with FDOT for the administration of the Grant for the Project.

This resolution will allow the City to be the lead agency for Bay Parkway Phase II, and handle the project procurement, contract award, and construction management. The project funding is broken down as follows: the Grant providing \$4,000,000, Bay County contributing \$3,500,000 in surtax funds, and the remaining \$3,500,000 being contributed by the City. On September 12, 2019, the City adopted Resolution 19-139, establishing a budget for Fiscal Year 2019-2020 in which \$12,500,000 has been budgeted to construct the project.

Staff recommends approval.

RESOLUTION 19-147

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THAT CERTAIN ASSIGNMENT FROM BAY COUNTY, FLORIDA OF ITS COUNTY INCENTIVE GRANT PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION RELATED TO BAY PARKWAY PHASE II; PROVIDING FOR THE CITY'S ADVANCEMENT OF FUNDS TO CONSTRUCT THE PROJECT; REQUESTING FDOT'S CONSENT TO BEGIN CONSTRUCTION OF THE PROJECT IN ADVANCE OF DOT FUNDING; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, Section 339.2817, Florida Statutes, authorizes municipalities to apply to the county in which the municipality is located for consideration by the county for funding under the County Incentive Grant Program (CIGP) of any project or project phase of transportation facility which is located on the State Highway System or which is demonstrated to relieve congestion on the State Highway System; and

WHEREAS, Bay County, Florida, applied for and received from the Florida Department of Transportation a \$4,000,000 CIPG grant for new road construction for Bay Parkway Phase II, Grant Number 442483-2 (the "Grant"); and

WHEREAS, the City will be the lead agency for Bay Parkway Phase II (the "Project"), and will handle the Project procurement, contract award, and construction management; and

WHEREAS, the County, City and DOT have determined that it would be appropriate for the Grant to be assigned to the City for administration since the City will be the lead agency for the Project; and

WHEREAS, on September 4, 2019, the Board of County Commissioners for Bay County, Florida, adopted Resolution # 3625 approving the City's application for funding of the Project and authorizing the City to enter an agreement with DOT for the administration of the Grant for the Project; and

WHEREAS, the Project is estimated to cost \$11,000,000, with the Grant providing \$4,000,000, Bay County contributing \$3,500,000 in surtax funds, and the remaining \$3,500,000 being contributed by the City; and

WHEREAS, the Grant provides for the City's reimbursement of a portion of funds necessary to construct the Project; and

WHEREAS, on September 12, 2019, the City adopted Resolution 19-139, establishing a budget for Fiscal Year 2019-2020, wherein \$12,500,000 has been budgeted to construct the project; and

WHEREAS, the City finds and determines that the immediate construction of the Project will serve the best interests of the community by alleviating traffic on the Panama City Parkway, and that entering an Agreement with DOT for the reimbursement of the City's funding of the Project is a necessary and appropriate action to further that Project.

NOW THEREFORE BE IT RESOLVED by the City Council that:

1. The appropriate officers of the City are authorized to execute and deliver that certain State Funded Grant Agreement (CIPG—Municipal Letting) between the Board of County Commissioners for Bay County, Florida, and the Florida Department of Transportation approving the assignment to the City of the County's interests and obligations under the CIPG Program for the City's construction of Bay Parkway Phase II, in the total grant amount of \$4,000,000, 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.
2. The Council acknowledges that both the CIGP grant and the County contribution require the City to advance all funds in order for the City to construct the Project, and the City agrees to advance such funds subject to reimbursement by the CIPG grant in the amount of \$4,000,000, and by Bay County in the amount of \$3,500,000.
3. As of the effective date of this Resolution, construction of the Project is scheduled to begin December 16, 2019, and continue for 365 days. The City hereby requests FDOT's consent to the City's immediate procurement of the Project and agreement to reimburse the City for

work performed on the Project in advance of the funding schedule set forth in FDOT FY20-24 Work Program dated April 3, 2019, and authorizes the appropriate officers of the City to coordinate transmittal of the request and any and all supporting documentation required by FDOT for this purpose. The City acknowledges and agrees that upon obtaining this consent from FDOT, it will not be reimbursed by FDOT for the Project until Fiscal Years 2022 and 2023, in accordance with FDOT FY20-24 Work Program dated April 3, 2019, and then only subject to the availability of funds.

4. This Resolution shall take effect immediately upon its passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

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FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), _____ ("County"), and _____,
("Recipient"). The Department, the County, and the Recipient are sometimes referred to in this Agreement as a "Party" and
collectively as the "Parties".

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7),
and (select the applicable statutory authority for the program(s) below):
Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)

The County by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "E1", County
Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

The Recipient by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "E2",
Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement
on its behalf.

2. **Assignment to Recipient:** The Department is willing to provide the County with financial assistance for the Project
(as defined below) in accordance with Section 339.2817, Florida Statutes.

The Recipient is a municipality located in the County and is eligible to request funding from the County under Section
339.2817, Florida Statutes, and the County has accepted the Recipient's request for funding for the Project.

The County assigns all of its interests and obligations under this Agreement to the Recipient.

The Recipient assumes all interests and obligations of the County under the Agreement.

The Department consents to the assignment of this Agreement to the Recipient; provided, however, the
Department's consent to this transfer will not constitute a waiver of the general prohibition against assignment
contained in the Agreement as to further assignments.

The County represents, and Recipient accepts, that there are no claims or demands against the Department arising
out of or related to the performance under the Agreement prior to the effective date hereof. The County agrees that

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it has not performed any work under this Agreement prior the Assignment and County waives and releases any and all claims, including but not limited to claims for contractual compensation.

3. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in _____, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
4. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before _____. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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

5. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
6. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

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- d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

7. Project Cost:

- a. The estimated cost of the Project is \$_____. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$_____ and, additionally the Department's participation in the Project shall not exceed _____% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
 - iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

8. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.

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- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

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

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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

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

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

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- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

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

9. General Requirements:

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

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is

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required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

10. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.
- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

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

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

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- ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

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

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

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E2"**. This provision will survive termination of this Agreement.

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

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local

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governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

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designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section

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768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

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

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

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

15. Miscellaneous:

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

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The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

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

e. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: State Financial Assistance (Florida Single Audit Act)

Exhibit E1: County Resolution

Exhibit E2: Recipient Resolution

*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way

*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

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

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

RECIPIENT

By: _____
Name: _____
Title: _____
Date: _____

COUNTY

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

Department Legal Review:

By: _____
Name: _____

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CRA/ADMIN

2. MEETING DATE:
SEPTEMBER 26, 2019

3. REQUESTED MOTION/ACTION:
HOLD PUBLIC HEARING TO CONSIDER FIRST AMENDMENT OF FRONT BEACH ROAD
COMMUNITY REDEVELOPMENT PLAN

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

On or about November 30, 2000, the City Council of the City of Panama City Beach, Florida, created the Panama City Beach Community Redevelopment Agency (the "Agency") pursuant to Resolution No. 00-23 and declared that the City Council shall sit ex officio as the governing body of the Agency. The Agency adopted the Front Beach Road Community Redevelopment Plan on August 30, 2001. Though the Agency and the City have made much progress implementing the three primary purposes of the Front Beach Road Community Redevelopment Plan, and to a lesser extent, the three secondary purposes of the Plan, staff finds it unlikely the Plan can be fully realized by the expiration of that plan in 2031, due to, among other things, the significant resources necessary to design, acquire right of way, permit and construct each transportation project.

Staff estimates that Front Beach Road Segment 3, 4.1, 4.2 and 4.3, Alf Coleman Phase I, and Powell Adams could be completed by 2031 based on estimated Trust Fund income (after debt service).

The Agency necessarily recommends the Front Beach Road Community Redevelopment Plan, adopted August 20, 2001, by Resolution 01-41, be amended to revise the time certain for completing the streetscape and transportation projects. Staff estimates that balance of the streetscape and transportation projects could likely be completed no later than 2049, but no earlier than 2041.

STAFF RECOMMENDS the Council conduct a Public Hearing, adopt the Resolution.

RESOLUTION 19-140

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE FIRST AMENDMENT OF THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN TO EXTEND THE PLAN'S DURATION; MAKING FINDINGS OF FACT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on or about November 30, 2000, the City Council of the City of Panama City Beach, Florida, created the Panama City Beach Community Redevelopment Agency (the "Agency") pursuant to Resolution No. 00-23 and declared that the City Council shall sit ex officio as the governing body of the Agency; and

WHEREAS, the City, acting as the Agency, oversees two community redevelopment areas: The Pier Park community redevelopment area and its associated community redevelopment plan adopted for the purpose of designing, financing, developing and maintaining Aaron Bessant Park, the City Pier and adjacent land into a thriving economic town center and entertainment area; and The Front Beach Road community redevelopment area and its associated community redevelopment plan adopted for the purpose of rehabilitating and redeveloping aging scenic corridors and public transportation facilities in a coastal community, among other things; and

WHEREAS, these community redevelopment initiatives have been successful—Pier Park has been developed and has turned the blighted Wayside Park into a bustling commercial and recreational city center, while the Front Beach Road community redevelopment initiative has completed streetscape and transportation projects that have fostered private redevelopment and improvement of properties; and

WHEREAS, the Pier Park redevelopment area and Plan will likely complete its mission in the near future, but the projects and purposes contemplated in the Front Beach Road Community Redevelopment Plan adopted in August 30, 2001, cannot be fully realized by the expiration of that plan in 2031, due to, among other things: the significant resources necessary

to design, acquire right of way, permit and construct each transportation project; and

WHEREAS, though the Agency and City have made much progress implementing the three primary purposes of the Front Beach Road Community Redevelopment Plan, and to a lesser extent, the three secondary purposes of the Plan, the City finds that the completion of the streetscape and transportation projects are the best measurement of the community redevelopment progress, and the truest indicator of the time necessary to see the purposes of the plan fully realized; and

WHEREAS, since 2002, the Agency has:

(1) completed the following contemplated streetscape projects:

- (a) Churchwell Road;
- (b) Beckrich Road n/k/a Richard Jackson Boulevard;
- (c) Powell Adams Segment 1;
- (d) South Thomas Drive, Front Beach Road Segment 1 (from Middle Beach to South Thomas Drive);
- (e) Front Beach Road Segment 2 (from South Thomas Drive to REJ Boulevard);

(2) undertaken the preliminary designs for the following contemplated streetscape projects to be constructed:

- (a) Front Beach Road Segment 3/Hwy 79;
- (b) Alf Coleman Phase 1;
- (c) Powell Adams Phase 2;
- (d) Front Beach Road Segment 4.1 (1.35 miles from Lullwater Drive to Hills Road);

(3) yet to be able to undertake adequate preparations for the design and construction of the following streetscape projects:

- (a) Front Beach Road Segment 4.2 (1.41 miles from Hills Road to Hutchison Boulevard);
- (b) Front Beach Road Segment 4.3 (1.81 miles from Hutchison Boulevard to REJ Boulevard);
- (c) Front Beach Road Segment 5 (1.68 miles from Hwy 79 to Cobb Road);
- (d) Cobb Road;
- (e) Hills Road;
- (f) Nautilus Street;
- (g) Clara Avenue;
- (h) North Thomas Drive; and

WHEREAS, Agency staff and advisors can only estimate that Front Beach Road Segment 3, 4.1, 4.2 and 4.3, Alf Coleman Phase I, and Powell Adams could be completed by 2031 based on estimated Trust Fund income (after debt service); and

WHEREAS, Agency staff and advisors can only estimate that the balance of the streetscape and transportation projects could likely be completed no later than 2049, but no earlier than 2041; and

WHEREAS, on August 8th, 2019, the City Council as the governing body that created the Agency, approved in Resolution 19-126 the continued existence of the Agency until the completion of the Roadways and Streetscapes contemplated in the Front Beach Road Community Redevelopment Plan; and

WHEREAS, the Agency necessarily recommends the Front Beach Road Community Redevelopment Plan, adopted August 20, 2001, by Resolution 01-41, be amended to revise the time certain for completing the streetscape and transportation projects; and

WHEREAS, Section 163.362(10), Florida Statutes (2019) requires community redevelopment plans to “provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.”; and

WHEREAS, the Agency and the Front Beach Road Community Redevelopment Plan were both created prior to July 1, 2002, the Agency and the Front Beach Road Community Redevelopment Plan, as a matter of law, are not subject to the 40 year limitation set forth in s. 163.361(10); and

WHEREAS, the Agency and City find and determine that amendment of the Front Beach Road Community Redevelopment Plan to extend its duration is necessary and desirable to accomplish a paramount public purpose resulting from the full realization of the purposes and intent of the Front Beach Road Community Redevelopment Plan as adopted in 2001, but that no other amendment to the Plan is presently warranted; and

WHEREAS, pursuant to the requirements of ss. 163.346 and 163.361(2), Florida Statutes, the City and Agency properly noticed and held a properly advertised public hearing on the proposed modification on September 26, 2019; and

WHEREAS, pursuant to the requirements of s. 163.362(3), Florida Statutes, the City, acting as the Agency, has reported the proposed modification to each taxing authority.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. Findings. The City Council finds, declares and determines that the matters set forth in the foregoing recitals are true and correct and are incorporated herein as part of this Resolution.

Section 2. Amendment.

(A)The City Council does hereby adopt the following First Amendment to the Front Beach Road Community Redevelopment Plan:

Section 6.04 DURATION OF THE PLAN.

The redevelopment initiatives and work program described in the Front Beach Road Community Redevelopment Plan are expected to be funded through tax increment revenues and must be completed no later than **September 30, 2049**. ~~30 years after the Front Beach Road Community Redevelopment Plan is approved, adopted or amended.~~

(B)Except as modified and amended herein, the Front Beach Road Community Redevelopment Plan shall remain in full force and effect.

Section 3. This Resolution shall take effect immediately upon its approval by the City Council.

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

**CITY COUNCIL OF
PANAMA CITY BEACH,
FLORIDA, AND EX-
OFFICIO AS THE
GOVERNING BODY OF
THE PANAMA CITY
BEACH COMMUNITY
REDEVELOPMENT
AGENCY**

Mayor, and Ex-Officio as
Chair of the Agency

ATTEST:

City Clerk, and Ex-Officio as
Clerk to the Agency

9.20.19 DRAFT