

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: February 27, 2020
MEETING TIME: 9:00 a.m.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – COUNCILMAN SOLIS
- III. PLEDGE OF ALLEGIANCE – COUNCILMAN SOLIS
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES
REGULAR COUNCIL MEETING – JANUARY 23, 2020
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS – COUNCILMAN SOLIS
 - 1 EMPLOYEE RECOGNITION, EMORY “BO” REEVES – PRESENTATION FOR 30 YEARS OF SERVICE.
 - 2 EMPLOYEE RECOGNITION, JAMES CREAMER – PRESENTATION FOR 30 YEARS OF SERVICE.
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 *RESOLUTION 20-61, BID AWARD – FRANK BROWN PARK ELECTRONIC SCOREBOARDS PROJECT. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Daktronics, Inc. for the purchase and installation of eleven electronic scoreboards with thirty remotes and two consoles in the amount of \$81,564.”*
 - 2 *RESOLUTION 20-62, BID AWARD – FRANK BROWN PARK PLAYGROUND SHADE PROJECT. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Creative Shade Solutions, Inc. for the purchase and installation of playground shade structures for Frank Brown Park in the amount of \$155,000.”*
 - 3 *RESOLUTION 20-68, LAWSON AND ASSOC. PROPERTY ACQUISITION WORK ORDER. “A Resolution of the City of Panama City Beach, Florida, approving a work order with Mark G. Lawson, P.A. related to property acquisition services for community redevelopment projects, in the initial amount of \$25,000.”*
- X. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	AM	ORDINANCE 1517, SPECIAL EVENT SERVICES, 1 ST READING.
2	KJ	RESOLUTION 20-60, BID AWARD – BAY PARKWAY PHASE 2 CONSTRUCTION.
3	KJ	RESOLUTION 20-64, TASK ORDER 18-04 – GORTEMOLLER ENGINEERING POST DESIGN SERVICES FOR BAY PARKWAY PHASE II.

- 4 KJ RESOLUTION 20-63, TASK ORDER 20-01 – NOVA GEOTECHNICAL SERVICES FOR BAY PARKWAY PHASE II.
- 5 AM RESOLUTION 20-66, REVISING HGMP PROJECT LIST AND MATCH.
- 6 GM RESOLUTION 20-67, SUPPORTING SECOND AMENDMENT RIGHTS.
- 7 ML PIER PARK EAST DEVELOPMENT AGREEMENT, PUBLIC HEARING.
- 8 HW DISCUSSION OF PENSION PLAN.
- 9 TO DISCUSSION OF AUDIT COMMITTEE VACANCIES.
- 10 LC DISCUSSION OF BEACH LIFEGUARDS.
- 11 DW DISCUSSION OF NARCAN GRANT FUNDING.
- 12 PIO DISCUSSION OF PCB 50TH ANNIVERSARY.

XI. DELEGATE AND STAFF REPORTS

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

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

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

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

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

 02.24.2020
City Clerk Date

 02.24.2020
City Clerk Date

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

E-mailed to interested parties and posted on the website on 02/24/2020 4 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 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 January 23, 2020.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
HECTOR SOLIS

CITY MANAGER:
TONY O'ROURKE
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 Jason Williams of Woodstock Church gave the invocation and Councilman Chester led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events. He also announced the passing of Mr. Bill Clanton. He commented Mr. Clanton and his wife were active in the community, he will be missed.

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman McConnell added a discussion on the Bay County 2nd Amendment Resolution. **Councilman McConnell made the motion to approve the agenda with the addition. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

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

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

Mayor Thomas opened the Public Comments section of the meeting at 9:06 a.m. and invited comments. There were none. He closed the Public Comments at 9:06 a.m.

CONSENT AGENDA

Ms. Bossert read the Consent Agenda Items by title.

ITEM 1 RESOLUTION 20-48, MARDI-GRAS PARADE ROAD CLOSURES. "A Resolution authorizing temporary closure of portions of certain roads internal to Pier Park to permit the Panama City Beach Mardi Gras and Music Festival on February 21 and 22, 2020; authorizing careful traffic control and extraordinary usage of portions of Front Beach Road on Saturday, February 22, 2020, to permit the Panama City Beach Mardi Gras at the Beach Parade."

ITEM 2 RESOLUTION 20-49, BID AWARD – PUBLIC WORKS 4X4 LOADER BACKHOE. "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of one backhoe loader from Beard Equipment Co. in the total amount of \$81,968.25 for Public Works; and providing an immediately effective date."

ITEM 3 RESOLUTION 20-50, CODE ENFORCEMENT AND BUILDING DEPARTMENT 4 X 4 TRUCKS. "A Resolution of the City of Panama City Beach, Florida, approving an agreement with Garber Chrysler-Dodge Truck, Inc., for the purchase of two 2020 Dodge 4x4 Ram trucks for the Code Enforcement and Building Departments in the total amount of \$54,992."

ITEM 4 RESOLUTION 20-53, CHANGE ORDER THOMAS DRIVE UTILITY RELOCATION PROJECT. "A Resolution of the City of Panama City Beach, Florida,

approving a change order to the City's agreement with Gulf Coast Utility Contractors, LLC, related to Thomas Drive and Beach Drive Utilities Improvements – Phase I in the total amount of \$36,960 for the increased cost to fill abandoned utility pipes."

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 RESOLUTION 20-51, ADOPTION OF CRA ASSESSMENT FOR FY 20-21, PUBLIC HEARING. Ms. Myers read Resolution 20-51 by title. Ms. Myers introduced the City's Special Counsel, Mark Lawson, who was present to discuss the proposed action. Ms. Myers explained that the CRA Assessment was previously established in the fall of 2019 which was directly billed to property owners for that year. The action before the council was to approve the assessment being placed upon the property tax bill instead of being directly billed to property owners. Ms. Myers explained that the rate of assessment would remain the same with the exception of some adjustments for administrative costs and statutory discounts associated with the uniform collection method.

Mr. Mark Lawson explained the history of the assessment and the reasons for its adoption. Mr. Lawson explained the role of the assessment in complying with the original intent and objectives of the CRA and that the adoption of the assessments complied with the redevelopment plan and one of the primary objectives of the plan. Mr. Lawson explained the assessments are intended to share the cost of administration amongst all the parcels within the redevelopment area. Mr. Lawson explained the payment process, the effects of late payment or nonpayment.

Mayor Thomas opened the Public Hearing at 9:16 a.m. and invited the audience's comments.

1 Joan Cole, Beachwalk, Panama City Beach Parkway – Ms. Cole stated her property should not be included in the redevelopment area because they do not have direct access to Front Beach Road.

2 Lynne Sonley, 17670 Front Beach Road – Ms. Sonley commented she paid the assessment and asked for clarification on who is obligated to pay it. She disagreed with the previous speaker regarding access to the beach. She advocated that all properties in the City be included in the CRA and be assessed the same.

3 Linda Herring, 103 Crane Street – Ms. Herring stated this assessment should have started twenty years ago. She commented there are too many assessments.

Mayor Thomas closed the Public Hearing at 9:22 a.m.

Mr. Lawson explained the criteria for inclusion in the CRA during its creation which could be found on the City website. He explained that all 12,500 parcels in the CRA district are assessed based upon criteria developed by the City's redevelopment team. He explained the history of negotiations with Bay County and the delay of implementation of the CRA assessment. Mayor Thomas and Councilman Solis agreed that it should have happened at the time of the creation of the CRA. Mayor Thomas explained that it was necessary to honor the City's prior commitments. Mr. Lawson explained the historical justification for the CRA and the assessment to address the blight, traffic, and infrastructure needs of the City since its founding.

Mr. Lawson further explained in detail the differences between ad valorem taxes and non ad valorem assessments, the fundamentals of the City's local business tax and the process of validation of the assessment.

Discussion ensued between Mr. Lawson and the public. Mayor Thomas requested order and reopened the public hearing.

1 Gloria Fleming, 17751 PCB Parkway. Ms. Fleming stated residents of Beachwalk Condominiums do not have vehicular access to Front Beach Road. She explained that the residents must walk from Back Beach Road to Cobb Road to access Front Beach. She commented the development's only access is through a pedestrian bridge across its property.

2 Burnie Thompson, 17292 Front Beach Road – Mr. Thompson asked how many CRA maps are there. Councilman McConnell commented there are two maps, with one map having an error by legal definition. Mr. Thompson made public records request for both maps. He commented on the amount of money that has been spent on the CRA. He asked Mayor Thomas which contractors are treating him poorly.

3 Joann Clark, Front Beach Road – Ms. Clark asked the Mayor to be more professional in dealing with the public.

4 Lynne Sonley, 17670 Front Beach Road – Ms. Sonley confirmed with Mr. Lawson that if the City did not impose the assessment would the City be at risk of losing other redevelopment funds.

Councilman McConnell commented that no member of the Council was here when the CRA was created and that the Council is trying to correct mistakes made in the past. Councilman Solis reiterated that the Council was attempting to address the inaction of past councils. He reemphasized that the City does not have an ad valorem tax and that City residents benefit from many services and projects without the imposition of an ad valorem tax.

5 Colleen Swab – Ms. Swab asked multiple questions about the future use of the trolley lane in the CRA and about future property acquisitions in the CRA by eminent domain

Councilman McConnell explained the City will be utilizing the rights-of-way, the property that is already owned by the City or State.

6 A resident of Beachwalk. Reiterated that all of the City properties should be assessed for the benefit provided by the CRA.

7 Genese Hatcher, 601 Gardenia Street – Ms. Hatcher reiterated that the entire City benefits from the CRA and should be assessed as such.

8 Bill Caravello, 407 Dolphin Street – Mr. Caravello asked about Palm Cove and the new development that is coming on Clara Avenue and about the future of the trolley system in the CRA.

Mayor Thomas explained Clara Avenue and Palm Cove are in the County and not subject to the assessment. He stated that he was unaware of any plan to condemn any property on Front Beach Road beyond the right-of-way. He explained that the trolley property was for sale but was not sold. He stated that his desire was that a private provider operates the trolley but that a future council would decide.

Mayor Thomas closed the Public Hearing at 9:54 a.m.

Mr. Lawson explained the trolley was designed to lessen the demand for larger roads and but will be debated for years. He commented it would be a mistake to make the CRA area the entire city limits.

Councilman Casto commented that 65% of the property tax money that was collected in the City of Panama City Beach went across the bridge and never thought that was fair. The money that is collected in the CRA and this assessment stays in the City. Mayor Thomas addressed the question pertaining to contractors. He explained the City delays from power, cellular, and cable companies to start work.

Councilman Solis made the motion to approve Resolution 20-51. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 2 RESOLUTION 20-52, AUTHORITY TO ISSUE SERIES OF 2020 BONDS, PUBLIC HEARING. Ms. Myers read Resolution 20-52 by title. She explained staff recommends the Council authorize the general issuance of bonds in an amount not to exceed \$80,000,000. Staff anticipates returning to the Council on March 13 to request the Council's consideration of a Resolutions issuing bonds in the amount of \$40,000,000 bond capacity authorized by this Resolution. Councilman Casto asked if the bond would secure the CRA where it would be hard for the State or County to take the CRA away. She explained it would protect the CRA and enable it to exist until the debt is paid off. She explained staff recommends having the court validate the bond issuance.

Mayor Thomas opened the Public Hearing at 10:06 a.m. and invited the audience's comments. There were none. Mayor Thomas closed the Public Hearing at 10:06 a.m.

Mr. Lawson wanted to state for the record that the reason a public hearing is held is that it is in a redevelopment area, and the state law requires the City to do this. He commented this is an extraordinary notice and opportunity to be heard and particularly so for the tax authorities that are affected. The process of building this road does require the use of the eminent domain, it is the tool of transportation. Councilman McConnell stated they are not taking other people's property. Discussion ensued.

Councilman Casto made the motion to approve Resolution 20-52. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 3 RESOLUTION 20-54, HAGERTY BUDGET AMENDMENT. Ms. Myers read Resolution 20-54 by title. There were no comments.

Councilman Chester made the motion to approve Resolution 20-54. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 4 PARKING FEE DISCUSSION. Ms. Myers explained this is a request for consideration of amending paid parking rates in conjunction with the implementation of a pay to park mobile phone application. Staff researched parking rates in comparable tourist markets throughout Florida and the southeast and has presented to the Council for discussion and consideration. CRA Manager, Mr. David Campbell, explained this will eliminate the existing parking meters altogether, last year the City spent over fifteen thousand to repair the existing parking meters. Mayor Thomas commented we have issues with the parking meters due to salt air and erosion. Councilman Solis did not agree to the \$8.00 charge, he suggested \$1.00 per hour with a maximum daily rate of \$6.00. Councilman Casto agreed.

Councilman Solis made the motion to direct staff to prepare an amendment to the parking fee rate of \$1.00 per hour with a maximum daily rate of \$6.00 per day, with addition to completing an analysis on a yearly basis. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 5 BAY COUNTY SECOND AMENDMENT DISCUSSION. Councilman McConnell explained the County passed a Second Amendment Sanctuary Resolution and asked the Council's opinion on mirroring the Resolution, if feasible. Chief Whitman commented he is a strong supporter of the second amendment, a person has a right to protect themselves. Councilman Solis suggested getting feedback from the employees.

Chief Couch stated he is in support of the second amendment, he commented it would be beneficial for his employees.

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 10:22 a.m.

1 Genese Hatcher, 601 Gardenia Street – Ms. Hatcher commented the Council just finished speaking on eminent domain, and in her opinion, it means taking property. She commented there are fifteen homes beside Pier Park and believes most of the parking in front of these homes will be taken by the City. She added if this action takes place, it will destroy rental properties beside Pier Park.

2 Burnie Thompson, 17292 Front Beach Road. Mr. Thompson stated he hoped future meetings would have more civility. He requested the names of contractors who have squandered City money and alleged that the City has squandered money for the CRA. He asked about the rules governing golf carts and Mayor Thomas's personal golf cart use. He alleged that Mayor Thomas is exempting himself from local ordinances that he imposes on citizens.

3 Cherie Crim, 17680 Front Beach Road – Ms. Crim announced that Florida is number three in human trafficking. She announced the Hotels Against Human Trafficking free event being held on February 5th at Laketown Wharf. She encouraged the City Council to treat the public with civility.

4 Mr. Gruzins, 17820 Front Beach Road – Mr. Gruzins questions the sewer overflows running into the Gulf of Mexico during heavy rains. He commented it makes its way up to the shore of the beach looks unsightly to visitors and residents.

5 Linda Herring, 103 Crane Street – Ms. Herring commented the dirt is flying from all the construction being done at the new Margaritaville.

6 Bill Caravello, 407 Dolphin Street – Mr. Caravello commented that over 50 pickleball players met at Margaritaville. He thanked the City for expanding Lyndell Center and Frank Brown Park. He requested lights to be installed at the Lyndell Center so the sport can be played at night.

With no further comments, Mayor Thomas closed the Delegations period at 10:34 a.m.

ATTORNEY REPORT

Ms. Myers stated they will be working on the bond counsel to file a validation suit on the bonds and that staff has been working with the County attorneys on future revenue sharing of CRA funds.

CITY MANAGER REPORT

Mr. O'Rourke thanked the City Council, the community, and staff for the opportunity to be their City Manager. He commented it is a great honor and Panama City Beach is a great community. He commented he looks forward to a long tenure working on behalf of the community, related to that the Council has taken the initiative to endorse a proposed citizen survey. The intent of that survey is to listen and learn what the people's opinion is on city services and get their feedback. He commented normally these surveys are mailed out, in addition to that everyone will get the opportunity to go online and complete a survey.

COUNCIL COMMENT

Councilman Casto noticed the "no golf carts allowed" signs were going up and gave kudos to the Street Department, he believes it will save some lives. He welcomed the new City Manager.

Councilman Chester welcomed the new City Manager. He commented the Council needs to keep the CRA at the forefront and work diligently to get it done as quickly and efficiently as possible. He asked Mr. Ponek to look at lights for pickleball.

Councilman Solis welcomed the new City Manager. He spoke on the outflows and costs to correct the situation. He commented some residences close to the beach are still on septic systems that cause certain things to go into the Gulf. He stated this is an issue that the next Council can look at addressing. He commented on the Margaritaville development and stated these private developers have the right to build on their purchased property.

Councilman McConnell welcomed the new City Manager and commented he is doing exceptional work that is exceeding expectations.

Mayor Thomas commented his golf cart does not have a VIN number or a license plate. He explained his family rides the golf cart around in their neighborhood and it is legal. To answer Mr. Thompson regarding the contractors, he reiterated that the City is still waiting on the power, cellular, and cable companies to start work and bury underground utilities. He stated there was no misdealing with the property across the street from his business.

With nothing further, the meeting was adjourned at 10:47 a.m.

READ AND APPROVED this 27th of February 2020.

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

ATTEST:

City Clerk

Mayor

DRAFT

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

February 27, 2020

3. REQUESTED MOTION/ACTION:

Staff recommends City Council authorize the City to contract with Daktronics Inc in the amount of \$81,564.00 for the Frank Brown Park Electronic Scoreboard Project.

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

On February 11, 2020 Bids were accepted for the Frank Brown Park Electronic Scoreboard Project. We received (1) one responsive bid and (1) one late bid received after the deadline. The sole responsive bid was from Daktronics Inc in the amount of \$81,564.00. We had expected a minimum of 4 bids but it was explained that some bidders were not able to provide the required insurance or provide a license Florida Contractor.

The project was originally budgeted for \$65,000 with cost savings from using in-house labor. Due to staffing shortages, the labor for removal and installation was included in the bid. Savings from other areas in the Parks budget, including nearly \$100,000 savings from the playground shade structure project are used to cover these additional costs.

Staff is recommending approval of this project. With approval, this project is to be completed by May 29, 2020.

CONSENT

AGENDA ITEM # 1

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 2/10, 2020.

Frank Brown Park Electronic Scoreboard Project

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, to furnish all labor, materials and supplies, to install the **Frank Brown Park Electronic Scoreboard Project** in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to complete the **Frank Brown Park Electronic Scoreboard Project by Friday, May 29th, 2020** with liquidated damages thereafter of **\$500.00** per day.

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

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

SUMMARY OF MATERIAL TO ACCOMPANY THIS BID FORM:

- Note:
1. Detailed Description and Pictures of the Electronic Scoreboards/Remotes you are proposing for Baseball/Softball and Basketball.
 2. Specific Project Date Checklist with this Proposal.
 3. Executed Warranty per the Bid Specifications (Exhibit C) to be attached with the Bid.
 4. Complete, Executed Agreement (Exhibit D).
 5. A Cashier's Check Bid Bond of 5% of the total project or a sealed, stamped and dated Bid Bond with a Power Attorney and all signatures (Exhibit E).
 6. Name and State of Florida License of Contractor who is installing the Scoreboards.

Price for all 11 Electronic Scoreboards (10 baseball/softball & 1 Basketball)	\$ <u>\$24,596.00</u>
Price for 30 handheld remotes for baseball/softball and 2 consoles for basketball	\$ <u>\$11,008.00</u>
Price for Labor – Scoreboard Removal and Installation	\$ <u>\$45,960.00</u>

Lump Sum price for the Frank Brown Park Electronic Scoreboard Project: \$ \$81,564.00

Specify terms of any deposit or write "none required": None Required (Terms to be Net 30 from shipment)

Name of SUPPLIER: Daktronics, Inc.

ADDRESS: 201 Daktronics Drive CITY: Brookings STATE: SD ZIP: 57006

EMAIL ADDRESS: Sales@daktronics.com PHONE: 605-692-0200

References: Please list 3 similar successful Electronic Scoreboard Projects:

Name	Location	Address or Email	Phone Number
<u>Richard Vogt</u>	<u>Bayside High School</u>	<u>1901 Degroodt Rd SW, Palm Bay, FL 32908</u>	<u>321-956-5000</u>
<u>Tony DeMare</u>	<u>Westminster Academy</u>	<u>5601 N Federal Hwy, Fort Lauderdale, FL 33308</u>	<u>954-771-4600</u>
<u>Jim Foulks</u>	<u>Timber Creek High School</u>	<u>1001 Avaloon Park Blvd, Orlando, FL 32828</u>	<u>321-235-7800</u>

SIGNATURE – (Confirming all information above is correct) 

Print Name: Stephen Howard and Title Regional Sales Coordinator

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

CONSENT
AGENDA ITEM # 1

RESOLUTION 20-61

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH DAKTRONICS, INC. FOR THE PURCHASE AND INSTALLATION OF ELEVEN ELECTRONIC SCOREBOARDS WITH THIRTY REMOTES AND TWO CONSOLES IN THE AMOUNT OF \$81,564.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Daktronics, Inc., relating to the purchase and installation of Eleven Electronic Scoreboards with 30 remotes and two consoles for the Parks and Recreation Department, in the total amount of Eighty One Thousand, Five Hundred Sixty Four Dollars (\$81,564.00), in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager 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 _____, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-61
CONSENT
AGENDA ITEM # 1

SECTION 00050

AGREEMENT

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

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

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

00050-1

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

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

Dates are as follows:

The Project Must Be Completed on or Before Friday May 29, 2020:

If project is not completed on or before Friday, May 29, 2020, there will be liquidated damages of \$500.00 per day thereafter.

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

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$500.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$_____ as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND

00050-2

- Section 00080 NOTICE OF AWARD
- Section 00090 NOTICE TO PROCEED
- Section 00095 STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- Section 00096 TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
- Section 00097 PUBLIC ENTITY CRIMES STATEMENT
- Section 00099 CERTIFICATE OF INSURANCE
- Section 00100 GENERAL CONDITIONS
- Section 00800 SUPPLEMENTAL CONDITIONS

SPECIFICATIONS of Frank Brown Park Electronic Scoreboard Project
prepared or issued by
The City dated January 27, 2020.

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

- No. _____, dated _____, 20__
- No. _____, dated _____, 20__
- No. _____, dated _____, 20__
- No. _____, dated _____, 20__

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

- 6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

00050-3

8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

_____ City of Panama City Beach
 _____ 17007 Panama City Beach Parkway
 _____ Panama City Beach, FL 32413
 ATTENTION: _____ Jim Ponek, Director of Parks and Recreation
 Fax No.: _____ (850) 233-5108

If to Contractor:

 ATTENTION: _____
 Fax No.: _____

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

00050-4

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The

00050-5

Project Representative to be utilized by OWNER for this Project, shall be Jim Ponek, Director of Parks and Recreation.

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

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

00050-6

equivalents, or broader, shall be used where applicable.

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

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

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

00050-7

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

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

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement,

00050-8

Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury	\$1,000,000 Combined Single Limit Each Occurrence, and
Liability	\$3,000,000 Aggregate Limit

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

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

00050-9

EXCESS OR UMBRELLA LIABILITY COVERAGE

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

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

00050-10

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: _____

(City Manager)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY:

NAME: _____

(Please Type)

NAME _____

(Please Type)

ADDRESS: _____

[END OF SECTION 00050]

00050-11

Frank Brown Park Electronic Scoreboard Project

E

Project Number: _____

SECTION 00040

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

_____, as Principal, and _____,

as Surety, are hereby held and firmly bound unto the City of Panama City Beach, as

OWNER, in the penal sum of _____

for the payment of which, will and truly be made, we hereby jointly and severally bind

ourselves, successors and assigns. Signed this ___ day of _____, 20__.

The Condition of the above obligation is such that whereas the principal has submitted

to the OWNER a certain BID, attached hereto and hereby made a part hereof to enter

into a contract in writing, for the construction of the

Frank Brown Park Electronic Scoreboard Project

16200 Panama City Beach Parkway, Panama City Beach, Florida 32413

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver the Agreement in the form of contract as set forth in Section 00050 (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for

BID BOND

00040-1

14078316.1

CONSENT
AGENDA ITEM # 1

any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

- (c) NOW, THEREFORE, if the OWNER shall accept the BID of the Principal and the Principal shall execute and deliver to OWNER the required Agreement and within ten days after the date of a written Notice of Award in accordance with the terms of such BID, and within said ten days deliver to OWNER the required Certificates(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to OWNER such Agreement or to give such bond or bonds, and deliver to OWNER the required certificates of insurance, if the Principal shall pay to OWNER the fixed penal sum of \$ _____ noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may have to accept said BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By:

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

[END OF SECTION 00040]

BID BOND

00040-2

14078316.1

CONSENT
AGENDA ITEM # 1

Frank Brown Park Electronic Scoreboard Project.

F

Project Number: _____

SECTION 00070

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Panama City Beach
(Name of Owner)

16200 Panama City Beach Parkway, Panama City Beach, Florida 32413
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of _____ (\$ _____) in lawful money of the United States, for the payment of which, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

PAYMENT BOND

00070-1

CONSENT
AGENDA ITEM # 1

THE CONDITION OF THIS OBLIGATION is such that if the PRINCIPAL properly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the WORK provided for under that certain contract between the Principal and the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Frank Brown Park Electronic Scoreboard Project

Any authorized extensions or modification thereof, including all amounts due for materials, lubricants, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR or SUPPLIER of any tier, and to any construction lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, every suit instituted upon the BOND shall be brought in a court of competent jurisdiction for the county or circuit in which the Contract was to be performed. Owner shall not be joined as a party in any such suit. The notice and time limits of Section 255.05, Florida Statutes, are incorporated herein.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the CONTRACT DOCUMENTS shall include any change, alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the rights of the OWNER hereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PAYMENT BOND

00070-2

CONSENT
AGENDA ITEM # 1

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

Principal

(Principal) Secretary

(SEAL) BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness as to Surety

BY _____
Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND. Contractor's Surety shall use this form along with their personal documentation.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

[END OF SECTION 00070]

PAYMENT BOND

00070-3

CONSENT
AGENDA ITEM # 1

Frank Brown Park Electronic Scoreboard Project

G

Project Number: _____

SECTION 00060

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Panama City Beach
(Name of Owner)

16200 Panama City Beach Parkway, Panama City Beach, Florida 32413

hereinafter called OWNER in the total aggregate penal sum of Total Contract Price Dollars (\$ _____) in lawful money of the United States, for payment of which, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the Principal performs its duties, all the undertakings, covenants, terms, and conditions of that certain Contract between the Principal and the OWNER, dated the _____ day of _____,

14078467.2
00060-1

PERFORMANCE BOND

CONSENT
AGENDA ITEM # 1

20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

Frank Brown Park Electronic Scoreboard Project

During the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the rights of OWNER hereunder. The OWNER is the only beneficiary hereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

Principal

(Principal) Secretary

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

Witness to Surety

BY _____
Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
Contractor's Surety shall use this form along with their personal documentation.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

[END OF SECTION 00060]

PERFORMANCE BOND

14078467.2
00060-3

CONSENT
AGENDA ITEM # 1

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

February 27, 2020

3. REQUESTED MOTION/ACTION:

Staff recommends City Council authorize the City to contract with Creative Shade Solutions in the amount of \$155,000.00 for the Frank Brown Park Playground Shade project 2020.

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

On February 11, 2020 Bids were accepted for the Frank Brown Park Playground Shade Project 2020. We received 6 responsive bids. The lowest bid was from Creative Shade Solutions in the amount of \$155,000.00

The Council originally budgeted \$250,000 and is pleased to realize nearly \$100,000 in savings from this procurement.

Staff recommends approval. With approval, this project is to be completed by May 29, 2020.

CONSENT

AGENDA ITEM # 2

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 2/7, 2020.

Frank Brown Park Playground Shade Project 2020

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, to furnish all labor, materials and supplies, to install the **Frank Brown Park Playground Shade Project 2020** in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to complete the **Frank Brown Park Playground Shade Project by Friday, May 29th, 2020** with liquidated damages thereafter of **\$1,000.00** per day.

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

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided). I, the undersigned bidder, hereby acknowledge receipt of the following addenda: Addendum No. 1 Addendum No. .

SUMMARY OF MATERIALS TO ACCOMPANY THIS BID FORM:

- Note:
- ✓ 1. Detailed Description of products with pictures, including details of locations of poles and if you are proposing moving any of the playground features (at your own cost) due to fall zone requirements.
 - ✓ 2. Samples of the Shade Fabric and Colors required (Dark Forrest Green & Light Blue) with this Proposal.
 - ✓ 3. Specific Project Date Timeline with this Proposal.
 - ✓ 4. Executed Warranty per the Bid Specifications (Exhibit C) with the Bid.
 - ✓ 5. Complete, executed, Agreement (Exhibit D).
 - ✓ 6. A Cashier's Check Bid Bond of 5% of the total project or a sealed, stamped and dated Bid Bond with a Power Attorney and all signatures (Exhibit E).
 - ✓ 7. To sign and attach the Dewatering Acknowledgement Form (Exhibit H)
 - ✓ 8. Name and State of Florida License Contractor who is installing the foundations/poles.
 - ✓ 9. Provide (2) hard copies of this bid proposal and all supporting documents including (2) samples.

Lump Sum price for the Frank Brown Park Playground Shade Project 2020: \$ 155 000 - 00

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

Name of SUPPLIER: Creative Shade Solutions, Inc.

ADDRESS: 719 Wesley Avenue
Tarpon Springs FL 34689 STATE: ZIP:

EMAIL ADDRESS: WESLEY@CREATIVESHADESOLUTIONS.COM PHONE: (227) 847 3067

References: Please list 5 Successful Playground Shade Projects similar to this project in the past 3 years:

Name	Location	Address or Email	Phone Number
<u>SEE ATTACHED</u>			

SIGNATURE -- (Confirming all information above is correct) _____

Print Name: Title PRES / OWNER

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

RESOLUTION 20-62

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CREATIVE SHADE SOLUTIONS, INC. FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND SHADE STRUCTURES FOR FRANK BROWN PARK IN THE AMOUNT OF \$155,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Creative Shade Solutions, Inc., relating to the purchase and installation of shade structures over 3 playground areas in Frank Brown Park, in the total amount of One Hundred Fifty Five Thousand Dollars (\$155,000.00), in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager 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 _____, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-62
CONSENT
AGENDA ITEM # 2

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__ by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and POSITIVE SHADE SOLUTIONS doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 719 WESLEY AVE CARPENTER SPRINGS FL (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **Frank Brown Park Playground Shade Project**, to be located at 16200 Panama City Beach Parkway Panama City Beach, Florida 32413, in accordance with the Drawings and Specifications prepared by The City of Panama City Beach Parks and Recreation Department.

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

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

00050-1

EXHIBIT A

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

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

Dates are as follows:

The Project Must Be Completed on or Before Friday May 29, 2020:

If project is not completed on or before Friday, May 29, 2020, there will be liquidated damages of \$1,000.00 per day thereafter.

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

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$1,000.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 155 000 00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND

00050-2

Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS

SPECIFICATIONS of **Frank Brown Park Playground Shade Project**
2020 prepared or issued by
The City dated January 27, 2020.

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

- No. 1, dated 2/6/2020, 2020
- No. , dated , 20
- No. , dated , 20
- No. , dated , 20

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

- 6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

00050-3

8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Parkway

Panama City Beach, FL 32413
ATTENTION: _____
Jim Ponek, Director of Parks and Recreation
Fax No.: _____
(850) 233-5108

If to Contractor:

Creative Shade Solutions, Inc.

719 Wesley Avenue

Tarpon Springs FL 34889
ATTENTION: _____
Fax No.: _____
(727) 213 6942

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

00050-4

14078453.2

CONSENT
AGENDA ITEM # 2

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The

00050-5

Project Representative to be utilized by OWNER for this Project, shall be Jim Ponek, Director of Parks and Recreation.

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

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

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

00050-6

equivalents, or broader, shall be used where applicable.

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

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

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

00050-7

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

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

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement,

00050-8

Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and
	\$3,000,000 Aggregate Limit

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

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

00050-9

EXCESS OR UMBRELLA LIABILITY COVERAGE

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

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

00050-10

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: _____

(City Manager)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: 

NAME: WEDNER FURSTENBERG

(Please Type)

NAME _____

(Please Type)

ADDRESS: **Creative Shade Solutions, Inc.**
719 Wesley Avenue
Tarpon Springs FL 34689

[END OF SECTION 00050]

00050-11

CONSENT

AGENDA ITEM # 2



CASHIER'S CHECK

61-1629

550506

02/07/2020


Creative Shade Solutions / Playground Shade
Purchaser / Purchased

EIGHT THOUSAND SEVEN HUNDRED DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: City of Panama City Beach

\$8,700.00

Regions Bank


Authorized Signature Branch FL00
CC188100

CONSENT
AGENDA ITEM # 2

H

Dewatering Acknowledgement Agreement
Frank Brown Park
Playground Shade Project 2020

Name of Contractor Creative Shade Solutions, Inc.
719 Wesley Avenue
Tarpon Springs FL 34689

is acknowledging that due to weather conditions that the contractor may have to supply a dewatering system due to the high water table at Frank Brown Park.

Contractor is acknowledging that all expenses required for the dewatering system and all damages that are caused are the 100% responsibility of the contractor.

The Project must be completed by May 29, 2020 or there will be a \$1,000.00 per day late fee for liquated damages with no exceptions made to weather conditions.

Signature 

Print Name NEWER FURSTENBERG

Creative Shade Solutions, Inc.
719 Wesley Avenue
Tarpon Springs FL 34689

Date 2/7/2020

1.3 B Qualifications of Shade Manufacturer :

1. Company history : Creative Shade Solutions is a leader in commercial custom outdoor shade structure, design and fabrication. Our quality, in-house shade structures and tensile sails will provide lasting sun protection for any outdoor areas. Our structures and sails are used all over the USA and Canada to protect and shade.

We fabricate and install our own structures. You deal with just one person throughout the buying and installation process. The warranties, if any, are dealt with directly through Creative Shade Solutions, not through a third party vendor.

Our commercial sails and structures are made in Tarpon Springs, Florida. We serve all 50 states and international markets. When it comes to your shade needs, we offer innovative solutions that combine the finest quality and workmanship with the best value. We can custom fit most shade needs.

The Commercial 95 - High Density Polyethylene (HDPE) fabric we use, can block up to 96% of harmful UV rays. It will be 15 to 20 degree cooler under our shade. Our frames are fully engineered and built to withstand 175 mph winds.

We do our own installations for commercial projects throughout Florida including Tampa, Miami, Naples, Orlando, Pensacola.

See www.creativeshadesolutions.com

2. Experience : Started in 2001 with GMM shade ports in South Africa - All components were fabricated in Cape Town South Africa and imported into the USA. The steel needed for the posts and framing was purchased in the USA to save on shipping costs. In 2009 I decided to start manufacturing in the USA to have more control over quality and timing.

Local Pinellas county manufacturer, Tarpon Springs, FL.

Our structures and sails are used at:

- PCS Schools, Daycare and Preschool centers - playground and bleacher shade.
- Cities and Counties - Park and Recreation Departments - playground and pool shade.
- Car Wash - vacuum area shade.
- Ballparks or Sport fields - bleacher shade.
- Community pools - pool shade.
- Resorts - beach shade structures.
- Condominiums - carports, covered parking.
- Residential - carports, pool, patio, boats, RV's
- Airports - airport parking.

100% Inhouse manufacturing :

- Steel fabrications
- Powder coating
- Shade cloth fabrication (sewing and patterning)

3. Business License : See attached

4. Name of Local Rep : Werner Furstenberg , 727 455 7604
719 Wesley Ave
Tarpon Springs , FL
Werner@CreativeShadeSolutions.com

5. Engineers detail : Dr Ram A Goel PHD FL PE #47431
17863 Hunting Bow Circle # 102
Lutz , FL

1.3 C - Installing Contractor Qualifications :

Point 8 →

Same as 1.3A – Creative Shade will do all the installation.

**Theodore E Legakis – Contractor CBC125 60 12
- Construction Manager.**

- 1. 10 years installation experience
Various projects in Florida – see website
- 2. see 1.3A - Creative Shade – (3) inhouse installation crews.
- 3. Project list : see 1.3A

- 1. Customer : City of Kenneth City , FL - 2019
Playground shade – Public city playground area
James P Ernst Park 4600 58th St N . Kenneth City

Matthew Campbell, Town Manager
campbellm@kennethcityfl.org

- 2. Customer : City of Gulfport , FL – 2017 thru 2019
Several playground projects
Tomlinson Park - 100 55th St S , Gulfport
Gulfport Beach Park – 5558 Shore Blvd S , Gulfport

Parks / Facility Maintenance Superintendent
City of Gulfport FL.
2401 53rd Street South
Gulfport FL 33707
O 727.893.1092
F 727.552.1397

- 3. Customer : Sunlake Academy School – 2019
Gun Hway Wesley Chapel . FL 100 x100 shade structure
 - a. Playground shade
 - b. Basketball court shade

John P. Drag, Jr.
Vice President of Operations
D: 954-414-5767 ext 1103 | M: 954-907-2442
ZOOM: 9549072442
Charter School Associates, Inc.
5471 N. University Drive
Coral Springs, FL 33067



Invitation to Bid – Bid References

1.3 A Installation Contractor experience :

*** 53 Shade Structures installed in 2019 alone - on time on budget with zero comebacks.

1. Customer : **Manatee County School 2010** – current
 - Various Manatee County Schools
 - Miller Elementary - 601 43rd St W, Bradenton, FL 34209
 - McNeil Elementary - 6325 Lorraine Rd, Bradenton, FL 34202
 - Miller Elementary 60 x 40 : \$ 21 000
 - McNeil Elementry 35 x 30 : \$ 15 000

2. Customer : **Pasco County Schools 2012** – current
 - Various Pasco County Schools
 - Seven Oaks Elementary - 27633 Mystic Oak Blvd, Wesley Chapel
 - Veterans Elementary - 26940 Progress Pkwy, Wesley Chapel, FL
 - Seven Oaks Elementary 38 x 40 : \$ 24 000
 - Veterans Elementry 35 x 30 : \$ 16 000

3. Customer : **Collier County Parks and Rec 2011** – current
 - Various County Parks
 - Golden Gate Community Park - 4701 Golden Gate Pkwy, Naples
 - North County Parks - 15000 Livingston Rd, Naples
 - Golden Gate 70 x 35 : \$ 48 000
 - North County Park 40x40 + 55x 25 : \$ 45 000

4. Customer : **City of Pinellas Park - Parks and Rec 2009** – current

- Various County Parks
 - Youth Soccer Complex - 4100 66th Ave. N.
 - Davis Field Complex - 7651 60th Street North
 - Freedom Lake Park - 9990 46th Street N.
- Youth Park 32x26 : \$ 12 000
- Davis Fields (5) 25x25 : \$ 45 000
- Freedom Lake Park – Replacement canopies \$ 3000

5. Customer : **City of St Petersburg - Schools 2013** – current

- Various County PCS
 - Sawgrass PCS - 1815 77th Ave N, St. Petersburg
 - Azalea School - 7855 22nd Ave N, St. Petersburg
 - Meadow Lawn School - 6050 16th St N, St. Petersburg
- Sawgrass 30x15 : \$ 15 000
- Azalea 40 x 15 : \$ 18 000
- Meadowlawn 45 x 25 : \$ 30 000

6. Customer : **City of St Petersburg - City Parks 2013** – current

- Various city Parks
 - Fossil Park - 6801 9th St N, St. Petersburg
 - North East Park - 955 62nd Ave NE, St. Petersburg
 - North West Park - 5801 22nd Ave N, St. Petersburg,
 - Pur Year Park - 5701 Lee St. NE. St. Petersburg
 - CHILDS Park - 4301 13th Ave. S. • St. Petersburg
- Fossil Park (3) varios sizes : \$ 44 000
- North East Park 40 x 15 : \$ 18 000
- North West Park (6) 15 x 20 : \$ 49 000
- Pur Year Park (4) 15 x 20 : \$ 25 000
- Childs Park 15x20 + 14 x 40 \$ 27 000

7. Customer : **City of Oldsmar FL - 2016** – current

- BMX track bleacher shade
 - Sawgrass PCS - BMX track Tampa Road , Oldsmar
- BMX track (2) 90 x 18 : \$ 88 000

8. Customer : **YMCA Suncoast CLW , FL - 2016 – current**
- Various YMCA locations
 YMCA Ridgecrest , Largo - 1801 119th St N, Largo

- YMCA 40 x 80 : \$ 42 000
9. Customer : **PAL – Pinellas County - 2014 – current**
- PAL
 PAL , Pinellas Park - 3755 46th Ave N, St. Petersburg

- PAL 40 x 80 : \$ 36 000
10. Customer : **Dioceses of Pinellas Catholic Schools 2012**
- Various Schools
 Nativity School - 705 E Brandon Blvd, Brandon
 St Cecelia Catholic School - 1350 Court St, Clearwater

- Nativity Shade Sails (2) 40 x 40 : \$ 40 000
- St Cecelia various project 40x60 \$ 35 000
11. Customer : City of Parkland , FL
- Pine Trail Park , 10555 Trails End, Parkland
- Overallping multi level shade sail 90 x 60 : \$ 135 000

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA/DAVID CAMPBELL

2. MEETING DATE:

FEBRUARY 27, 2020

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION 20-68 TO AUTHORIZE THE CITY'S REDEVELOPMENT COUNSEL TO ASSIST WITH CRA PROPERTY ACQUISITION

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 THE CITY PURSUES BONDS TO ACCELERATE THE COMPLETION OF THE FRONT BEACH ROAD CRA, STAFF RECOMMENDS THE CITY TASK ITS SPECIAL REDEVELOPMENT COUNSEL, MARK G. LAWSON AND HIS ASSOCIATES, WITH ASSISTING THE CITY IN PROCURING LAND AND PROPERTY INTERESTS NECESSARY TO CONSTRUCT THOSE PROJECTS.

THE ATTACHED WORK ORDER IS CONSISTENT WITH THE EXISTING PROFESSIONAL SERVICES AGREEMENT, AND EXPRESSLY AND APPROPRIATELY DEFINES THE SCOPE OF SERVICES TO BE PROVIDED. THE APPROVAL OF WORK ORDER 2020-03 IS THE INITIAL DIRECTION AND FUNDAMENTAL AUTHORIZATION OF THE CITY MANAGER OR HIS DESIGNEE TO DIRECT THE WORK, AND THE BUDGET TO PAY FOR THESE SERVICES AND COSTS.

APPROVAL OF THIS ITEM WILL BETTER ENABLE THE CITY TO ACHIEVE ITS GOAL OF EXPEDITING THE CONSTRUCTION AND COMPLETION OF ROAD IMPROVEMENT PROJECTS IN THE FRONT BEACH ROAD CRA.

CONSENT

AGENDA ITEM #

3

RESOLUTION 20-68

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A WORK ORDER WITH MARK G. LAWSON, P.A. RELATED TO PROPERTY ACQUISITION SERVICES FOR COMMUNITY REDEVELOPMENT PROJECTS, IN THE INTIAL AMOUNT OF \$25,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Work Order No. 2020-3 between the City and Mark G. Lawson, P.A., relating to professional services for the acquisition of land and property interests necessary for the improvement and redevelopment of roads described in the Front Beach Road Community Redevelopment Plan, in the initial amount of Twenty Five Thousand Dollars (\$25,000), 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.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By:

Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

GENERAL WORK ORDER
No. 2020-3

TO: Mark G. Lawson, P.A.
Attention: Mark G. Lawson and James C. Dinkins

FROM: Tony O'Rourke, City Manager
City of Panama City Beach, Florida

1. SCOPE OF SERVICES. In accordance with the Professional Services Agreement between the City and your firm, Mark G. Lawson, P.A. ("MGLPA" or the "Firm"), and long standing familiarity and assistance to the City in community redevelopment matters, the Firm has been directed and authorized by the City Council to undertake the following activities pursuant to this General Work Order and within amounts otherwise budgeted by the City without further additional authorization from the City Council in this specific process:

Task 1. Provide assistance to the City and its redevelopment agency, City Manager, City Engineer, Redevelopment Manager, City Attorney and other management and staff in advancing the acquisition of land, use and easement rights of all kinds to accomplish a variety of public purposes and uses for a variety projects as assigned by authorized designees of the City Manager. Of particular and immediate focus shall be assisting the City and its redevelopment agency in expediting the purchase and acquisition of lands, use rights and other property interests necessary to better accomplish the Front Beach Road Community Redevelopment Plan, as amended. This is an overall or umbrella task or authorization.

Task 2. As work and assistance is necessary and requested, the Firm and its attorneys and legal assistants are directed to work with authorized City and redevelopment agency staff and approved consultants to expedite acquisition work, by providing experience and insight from attorney A. J. Spalla and other Firm counsel in all form of activities prerequisite to purchase and sale, or condemnation when so authorized, in order to ensure fair and equitable acquisition without undue delay, as follows:

- a. Each specific Work Order shall be in substantially this form or format or one approved by the City Manager.
- b. When reasonably possible, the Firm will use legal assistants to advance routine or tasks more conducive to legal assistant assistance and create processes that afford better economies of scale, with work reviewed by attorneys.
- c. Each such specific request for services shall be tracked on an hourly basis, and may be combined into a series of work orders, each of which shall be approved in writing by a designee of the City Manager, and billed at the hourly rates provided for in the Professional Services Agreement regularly, but not more often than monthly.

- d. Each specific work order must have an initial administrative budget determination, with the understanding that as progress is made, or circumstances change, the City designee will address and amend the work order budget, or not, but only as directed and authorized by the City Manager, or such person's designee from time to time, using funds otherwise legally available and budgeted by the City Council.
- e. This is an overall or umbrella task or authorization.

Task 3. Conduct a periodic meeting with designated City management or counsel (by phone or in person) to address work flow, efficiency, and means to ever increase accomplishment of identified acquisition of lands and interests, planning, scheduling of work, and address expectations of securing land and use rights to accomplish the directions of the City Council and any applicable redevelopment plan or other direction of the City Council. This is an overall or umbrella task or authorization.

3. COMPENSATION. Fees are authorized based upon hourly rates provided in the Professional Services Agreement. Additionally, the Firm is entitled to reimbursement for actual or reasonably estimated costs incurred, but not exceeding that provided by Chapter 112, Florida Statutes. These rates and fees will not change except upon notice and acceptance by the City.

The City shall additionally pay all reasonable costs incurred by the Firm on a monthly basis. All invoices will provide appropriate reimbursement backup and detail required by the City for audit purposes.

The foregoing does not cover amounts for published notices, printing, court reporters or transcription fees, or filing fees, or similar costs all of which will be the responsibility of the City, or any additional work not described above or for other engagements.

4. WORK ORDER BUDGETS. The initial budget for this General Work Order is \$25,000. The City Council has directed a budget appropriation for this General Work Order which shall be developed and promptly included in a budget amendment for cost centers or other such expense allocation for use of specialty acquisition services such that expenses under this General Work Order can be allocated between the overall City and any redevelopment area. The Firm may rely upon the representation from the Contract Administrator that additional costs and fees for services authorized in specific work order hereunder have been approved by the City Council by additional general budget appropriation.

Authorized by:

Accepted by:

City Manager and Contract Administrator

Mark G. Lawson, P.A.

Date:

Date:

cc: City Attorney

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

LEGAL / AMY MYERS

2. MEETING DATE:

FEBRUARY 27, 2020

3. REQUESTED MOTION/ACTION:

APPROVE FIRST READING OF ORDINANCE 1517 REVISING THE ADMINISTRATION OF MUNICIPAL SERVICES AT SPECIAL EVENTS.

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

IN AUGUST, 2019, THE COUNCIL DIRECTED STAFF TO DRAFT RULES WHICH WOULD ALLOW THE CITY TO DIRECTLY PROVIDE LAW ENFORCEMENT, TRAFFIC CONTROL, EMERGENCY MEDICAL AND OTHER MUNICIPAL SERVICES AT SPECIAL EVENTS BY

ORDINANCE 1517 CODIFIES A PROCESS BY WHICH THE CITY DIRECTLY CONTRACTS WITH SPECIAL EVENT HOLDERS TO PROVIDE MUNICIPAL SERVICES AT A RATE DETERMINED BY THE COUNCIL.

THE ORDINANCE CONTEMPLATES SPECIAL EVENT APPLICANTS RESERVING THESE MUNICIPAL SERVICES IN ADVANCE AND THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND APPLICANT FOR THOSE SERVICES NECESSARY FOR ENSURING THE EVENT IS IN COMPLIANCE WITH THE CITY'S PUBLIC SAFETY REQUIREMENTS.

STAFF RECOMMENDS APPROVAL. IF APPROVED, THIS ORDINANCE WILL BE PRESENTED FOR SECOND READING AND ADOPTION THE COUNCIL'S MARCH 12TH MEETING ALONG WITH A RESOLUTION ESTABLISHING RATES FOR THESE SERVICES.

AGENDA ITEM # 1

ORDINANCE 1517

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING RULES AND PROCEDURES FOR THE PROVISION OF MUNICIPAL SERVICES DURING SPECIAL EVENTS; ESTABLISHING A MUNICIPAL SERVICES RESERVATION SYSTEM FOR SPECIAL EVENT PROMOTERS PRIOR TO THE FILING OF A SPECIAL EVENT APPLICATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 2-54 of the Code of Ordinances of the City of Panama City Beach related to Off-Duty Employment, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 2-54 General Provisions

- (i) **The City Police Department and Fire Department employees may not engage in off duty employment for the provision of law enforcement, security, traffic control, emergency medical technician services, fire protection, crowd management, or provide any other services necessary for the implementation of a special event within the corporate limits of the City of Panama City Beach.**

SECTION 2. From and after the effective date of this ordinance, Section 4-16 as of the Code of Ordinances of the City of Panama City Beach related to Special Events, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 4-16. - Definitions

The term “municipal services” shall mean law enforcement, security, traffic control, emergency medical technician services, fire protection, crowd management, or any other services necessary for the implementation of a special event within the corporate limits of the City of Panama City Beach performed by employees of the City Police or Fire department.

SECTION 3. From and after the effective date of this ordinance, Section 4-20 of the Code of Ordinances of the City of Panama City Beach related to Special Events, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 4-20. – Application for Permit

- (1) Each application for a special event permit required by this Article shall contain the information described below and must be filed, and the permit fee paid, no less than the following number of days before the opening of the event to the public:
 - a. Sixty (60) calendar days for a large event or for a medium event to be held in whole or in part during the month of March, Memorial Day weekend, 4th of July and its closest weekend or Labor Day weekend.

- b. Thirty (30) calendar days for a medium event other than at the above times.
- c. Twenty (20) calendar days for a small event.

Notwithstanding the foregoing, the City Manager shall accept a tardy application and if (i) City staff has the capacity to conduct an ordinary review of the application without causing material neglect of other staff duties or, (ii) the event promoter stands willing and able to pay and deposits a sum of money to cover any overtime for City staff to conduct an ordinary review of the application, and staff volunteers such overtime, then the City will use reasonable efforts to process a tardy application in time to allow the event to be held. Applications shall be reviewed in the order received and priority shall be given to timely filed applications.

(2) All applications for a permit under this Article must contain:

- a. The name and address of the applicant and if not a natural person the names and addresses of all persons controlling or owning greater than a five (5) percent interest in the applicant or a parent company of the applicant.
- b. The dates and times of the event.
- c. A list of the names and addresses of all vendors, independent contractors or other persons or firms which will be engaged by or associated with the applicant to offer goods or services during the special event, including a description of the goods and services offered by each and the name and address of the person who will have on-site responsibility, if different. The names and addresses of such persons shall be used only for the purposes of (i) identifying the source of good or services after the event, if necessary, (ii) allowing the City to collect all business license taxes due, and (iii) contacting such persons or firms as necessary in the normal course of City business. The information may not be used to grant or deny a permit. Should such a list not be available at the time application is made, applicant shall give a written statement to that effect and agreeing to furnish such a list no later than thirty-six (36) hours before the event and acknowledging that failure to timely

Ord. 1517

Page 3 of 17

provide such a list will result in termination of the special event permit.

- d. The names and addresses of all entertainers. This information shall be used for the sole purpose of the City, first, investigating whether sufficient adverse secondary effects have accompanied the entertainer's performance(s) at past performances to raise an objective and reasonable concern that a performance at the event could require planning for and provision of extraordinary municipal services and precautions due to a special or enhanced danger to public health, safety or welfare, and then, second, to allow the City to contact such entertainers as necessary in the normal course of City business.
- e. Whether (i) patrons will be permitted to bring alcoholic beverages into the event (herein a "coolers event"), or (ii) patrons will not be permitted to bring alcoholic beverages into the event but patrons will be offered alcoholic beverages within the event (herein an "alcohol sales event"), or (iii) alcoholic beverages will be prohibited within the event (herein a "no alcohol event").
- f. An estimate of the largest number of persons anticipated to be in attendance in the event venue at any point in time, a statement as to how such attendance was estimated (i.e., such as historical events, ticket sales, etc.), and a plan for: (i) determining the actual number of persons in attendance at the event venue as the event progresses; (ii) keeping the City informed in real time of that number; and (iii) a plan to manage and control or disburse the persons desiring to enter the event after capacity is reached. The name, address, telephone number and a description of any prior experience in estimating attendance at previous events shall be included for all persons participating in the attendance estimation.
- g. A plan for sanitation facilities and sewage, garbage and litter collection and disposal (during and after the event) generated by the event or by its patrons (wherever such garbage or litter

may be located), water supply and food service. A plan submitted under this section is presumptively a danger to public health and safety if it violates, any rules promulgated by the Department of Health or other executive department pursuant to F.S. Ch. 381 (Public Health), F.S. Ch. 386 (Sanitary Nuisances), F.S. Ch. 509 (Food Service), or similar laws.

- h. A plan for flood-lighting the special event and parking areas if any activities are to be offered during darkness.
- i. A plan for parking facilities and plans for transporting or conducting patrons from said facilities to the special event venue.
- j. A plan for the provision of security, on site and off site traffic control, communications, fire protection and emergency services, including ambulance service, and emergency vehicle access in and around the event venue, and the general background of the training and ability of the personnel to be used in implementing the plan.
 - (i) A traffic control plan submitted under this section is presumptively a danger to public health and safety if it does not provide for at least one (1) person professionally trained or experienced in vehicular traffic control for every five hundred (500) anticipated, maximum attendees to actively guide traffic during the event.
 - (ii) A security plan submitted under this section is presumptively a danger to public health and safety if it does not provide for the following on site security officers to work the event:
 - (a) for a "cooler event" at least five (5) persons on duty for every one thousand (1,000) attendees or portion thereof who shall be certified law enforcement officers , licensed security guards under F.S. Ch. 493 (Class "D" or better), or in-house security professionally trained according to recognized standards;

- (b) for an "alcohol sales event" at least three (3) persons on duty for every one thousand (1,000) attendees or portion thereof who shall be certified law enforcement officers, licensed security guards under F.S. Ch. 493 (Class "D" or better), or in-house security professionally trained according to recognized standards;
- (c) for a "no alcohol event" at least one (1) person for every one thousand (1,000) attendees or portion thereof who shall be a certified law enforcement officer, a licensed security guard under F.S. Ch. 493 (Class "D" or better), or in-house security professionally trained according to recognized standards.

One certified law enforcement officer, licensed security guard, or in-house security person for each event must be designated as the commanding officer tasked with supervision of other security personnel and maintaining compliance with this section. The City Manager may approve a plan that does not meet this staffing criteria if it is reasonably shown that public health and safety can be secured through alternative means or that such staffing is not reasonably required for the proposed event, or alternatively the City Manager may require additional staffing reasonably shown to be required to secure the public health and safety during the proposed event.

A security plan submitted under this section is presumptively a danger to public health and safety if it does not prohibit security and traffic control personnel from working more than one (1) twelve-hour shift in any twenty-four-hour period.

- k. A plan for medical services to be provided at the special event. A medical services plan submitted under this section is presumptively a danger to public health and safety if it does not prohibit medical personnel from working more than one (1) twelve-hour shift in any twenty-four-hour period. A medical services plan presumptively presents a danger to public safety

or health if it does not provide for the following on site professionals to work the event. **The event shall be staffed by sufficient Medical Aid Personnel as follows:**

(i) For a small event: none.

(ii) For or a medium event: two (2) ~~Emergency Medical Technicians ("EMTs"), paramedics, or other professionals with equivalent (or higher) medical training~~ **Medical Aid Personnel.**

(iii) For a large event: two (2) ~~EMTs, paramedics or other professionals with equivalent (or higher) medical training~~ **Medical Aid Personnel**, plus an additional two (2) such persons for each eight thousand (8,000) anticipated maximum attendees, or portion thereof, over five thousand (5,000) anticipated maximum attendees.

(iv) One Medical Aid Personnel for each medium and large event must be designated as the commanding officer tasked with supervision of other Medical Aid Personnel and maintaining compliance with this section.

(v) For the purposes of this section "Medical Aid Personnel" means a person licensed by the State of Florida as an Emergency Medical Technician, paramedic, or other professional with equivalent (or higher) medical training.

The City Manager may approve a plan that does not meet this staffing criteria if it is reasonably shown that public health and safety can be secured through alternative means or that such staffing is not reasonably required for the proposed event.

The foregoing presumption is intended to address an event presenting a moderate hazard. The staffing guidelines set forth above may be decreased or increased as may be reasonably required to secure the public health and safety during the event depending upon whether the event objectively presents a lower or higher hazard. By way of illustration, the staffing guidelines set forth above are intended for moderate hazard events which include, but are not limited to, concerts, carnivals and fairs.

Similarly, low hazard events include, but are not limited to, car shows, flea markets, local festivals, craft shows, local sporting events, and organized sporting tournaments. High hazard events include, but are not limited to, an event with stunts or having the potential for special danger to participants or spectators, or the potential for sustained exposure to extreme ambient temperatures. A low or moderate event may present a higher hazard due to extreme temperatures. Higher hazard events may be required to provide an Advanced Life Support Unit with transport capability. Staffing shall be equipped with customary supplies necessary to treat injuries and illnesses commonly associated with outdoor activities or similar events.

- i. A plan for assuring that all stages, booths, tents, scaffoldings or structures of any kind on, under or within which persons may congregate, will conform to applicable building and construction codes in effect within the City, and that any entertainment stage erected on the sandy beach in connection with a special event will be guarded by a certified law enforcement officer, a licensed security guard under F.S. Ch. 493 (Class "D" or better), or an in-house security professionally trained according to recognized standards and authorized and instructed to prevent unsafe, public use or activity on or about the stage twenty-four (24) hours a day, seven (7) days a week.
- m. A site plan showing the location and size of the event venue and all parking areas (including required handicap parking), and the location of all other features required by this section. For a sandy beach event, the site plan shall show a cleared east/west corridor on the sandy beach outside the event venue adequate to permit the one-way passage of an emergency vehicle, and a cleared east/west pedestrian corridor at and above the wet sand at the water's edge at least twenty-five (25) feet wide.
- n. A plan to provide and control safe pedestrian access between parking area(s) and the event venue which will minimize adverse impacts upon surrounding properties and businesses. For a sandy beach event a plan to keep the east/west

emergency vehicle corridor and the waterfront pedestrian corridor open for traffic at all times must be provided.

- o. A plan to deal with persons congregating outside the event in public right of ways either seeking entry to the event or attracted to the event should the number of such ~~numbers~~ persons call for municipal services to a degree above that which the City routinely provided under ordinary, everyday circumstances.
- p. A plan to enclose, restrict or control access to all parking at the event venue and to limit the number of persons within the event venue to the maximum number anticipated, and a contingency plan to deal with persons in excess of that number to minimize adverse impacts upon surrounding properties and businesses.
- q. For a medium or large event held in any part on the sandy gulf beach, plans demonstrating that the event space on the sandy beach event venue will be enclosed on all sides by fences or other structures adequate to prevent access to the event at any point other than controlled access gates, and also demonstrating adequate egress facilities and routes to clear the event venue in case of an emergency. If any entertainment or activity is provided for the event which is reasonably likely to attract a crowd outside the event venue, the fences or other structures shall be opaque and a minimum of six (6) feet high so as to prevent persons standing on ground level outside the fence or event venue from viewing the entertainment; except that in lieu of a six (6) foot opaque fence on the gulf water side there may be substituted two (2) parallel fences each a minimum of four (4) feet high lying parallel to the gulf water's edge and no less than ten (10) feet apart.
- r. During sea turtle nesting season, a plan for the fences to be removed from the beach daily before 9:00 p.m. and not replaced until after the beach has been inspected for turtle nests the next morning.
- s. For a large event out of doors, a plan to provide sufficient elevated viewing platforms to permit event security and, upon

request, City police to oversee the crowd and be able to identify and respond to a disturbance or unusual activity before it escalates.

- t. A list of all live animals to be used in connection with the event and a plan for the care and safe keeping of such animals.
- u. For medium events, a cash deposit in the amount of two thousand dollars (\$2,000.00) or one thousand dollars (\$1,000.00) per day, whichever is greater, but not to exceed five thousand dollars (\$5,000.00). For large events, a cash deposit in the amount of three thousand dollars (\$3,000.00) or one thousand five-hundred dollars (\$1,500.00) per day, whichever is greater, but not to exceed six thousand dollars (\$6,000.00). The return of such deposit, in whole or in part, shall be conditioned upon the applicant timely and completely performing all of the plans submitted with the application or reimbursing the City for all direct and indirect costs incurred to protect public or private health, safety or welfare in the absence of such performance or to pay the City any rent due the City for the use of city facilities in the event. In the event any such cost shall exceed the amount of the deposit, the applicant shall be liable to the City for such excess to the extent permitted by law.
- v. The plans required by this Article are designed to allow the City to evaluate and assure that the proposed event will not pose an unreasonable danger to public health and safety and will not excessively burden municipal resources without adequate planning so as to create such a danger. Any plan submitted hereunder is presumptively a danger to public health and safety if it does not (i) include evidence that the applicant is reasonably qualified, experienced and capable of executing the plan alone, or written commitments from one (1) or more qualified, experienced and capable third parties promising to execute or assist the applicant in executing the plan and acknowledging that the commitment is being made to induce the City to issue a permit for the event, and (ii) demonstrate that it is reasonably capable of being executed through the equipment, personnel and processes specified in it, and (iii) demonstrate that it will be

Ord. 1517

Page 10 of 17

reasonably effective to protect the public from the health or safety risks it is intended to address.

- w. The City Manager may waive any requirement herein if it is reasonably shown that public health and safety can be secured through alternative means or that such a plan is not reasonably required for the proposed event.

(Ord. No. 1379, § 3, 1-5-2016)

SECTION 4. From and after the effective date of this ordinance, Section 4-21 of the Code of Ordinances of the City of Panama City Beach related to Special Events, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 4-21. - Application fee and municipal services fee.

- (1) Application for a special event permit shall be accompanied by one of the following applicable fees for administrative expenses incurred in evaluating and processing the application:
 - (i) For small event, \$50.00.
 - (ii) For a medium event, \$225.00
 - (iii) For a large event, \$350.00.

If an event permit for a large event wholly or partially on the sandy beach is not issued due to other such sandy beach event(s) occurring on the same calendar day the application fee shall be refunded. In the event the City Council shall find that the event will serve a charitable, public and non-religious purpose, it may by resolution waive or lower the application or City services fee, or both, by appropriating general revenue funds to be applied to the fee.

- (2) As part of the City's administrative review of an application for a large **or medium** event permit, the City shall determine the municipal services **or other City resources** needed as a direct

result of the event and not as a duty to the public generally, together with any municipal services requested by the applicant, and their respective costs, and shall prepare an itemization of the services and their cost (the municipal services fee). The purpose of the municipal services fee is to place upon a large or medium event the ~~marginal~~ reasonable cost of providing municipal services which are reasonably necessary to directly support the event.

- (3) The level of municipal services required shall be determined by an objective, reasonable examination of the totality of the circumstances, including but not limited to the following factors:
 - (i) The size of the event venue and the anticipated attendance.
 - (ii) The location of the event to determine the potential for pedestrian and vehicular congestion.
 - (iii) The nature of the event, the activities planned during it and the weather conditions of the season to evaluate the danger of harm to persons and property such as a fireworks explosion, a collision of participants or spectators, spectator or participant heatstroke, drowning, and the like.
 - (iv) The historical density of visitors to the beaches during the annual season of the event and the type of activities, safe and unsafe, in which those visitors have historically engaged.
 - (v) Whether the event venue is specifically designed and staffed to handle the anticipated needs and effects of the anticipated number of attendees.
- (4) The City Manager or his or her designee shall promptly provide the applicant a copy of the itemization and amount of the municipal services fee **at such rates as are approved by the City Council by resolution** and attempt to schedule or arrange a pre-permit conference with the applicant, or other means of communication between the city and the applicant as may be suggested by the applicant, in order to discuss the conduct of the event, the coordination of public and private resources and the level of municipal services required and the amount of the municipal services fee. It shall be the Applicant's duty to attend the pre-permit

meeting at a day and time convenient for City staff, or to request an alternative to the pre-permit meeting and the City Manager shall allow the request if it is reasonable and practical to do so.

- (5) If the applicant does not accept the type and extent of municipal services listed and the amount of the municipal services fee, the City shall nonetheless proceed in ordinary course to complete the application process and either deny the permit through the process contained in this Article without consideration of the applicant's objection to the fee, or if the applicant is entitled to the permit then grant the permit upon the condition that the municipal services fee be paid before the permit becomes valid or effective. The applicant shall have the right to appeal to the City Council the type and extent of services required and the amount of the fee by letter filed with the City Clerk within three (3) business days after the City shall provide the applicant the itemization and amount of the fee which notice shall state that the applicant may appeal within three (3) business days. The City Council shall uphold or lessen the fee based upon information about the extent of services to be rendered by the City directly related to the event and the cost of those services as presented by City Manager or his/her designee and the applicant in a *de novo* , quasi-judicial hearing held as soon as may be practicable. The City Council's decision, including its reasons therefore, shall be announced at the conclusion of the hearing and entered onto the record thereof which shall constitute the Council's final order in any subsequent proceedings. The hearing may be continued from time to time in the sole discretion of the City Council. If the City Council is unable to timely conduct or conclude the hearing in time for the event to be held pursuant to an otherwise valid permit, the applicant may pay to the City the disputed fee under protest, and the permit shall become effective so that the event may be held, in which case the hearing shall be held and concluded after the event at a mutually convenient time. If the fee is upheld, it shall be accepted by the City; if it is reduced the reduction shall be refunded to the applicant.

(6) Prior to the provision of municipal services at a special event, the City Manager and applicant shall execute an agreement, in a form approved by the City Attorney, which delineates the specific services to be performed by the City at the special event which agreement shall specify the number and roster of personnel, schedule of work, and all rates, fees, and taxes to be provided by the City and paid by the applicant.

(7) Following the execution of a municipal services agreement, should the applicant determine that the municipal services for which it contracted will no longer be required the promoter shall to request a reduction in services from the coordinating department no later than twenty-four (24) hours prior to the start of such services. Upon receipt of such request, the coordinating department may deny the request if the department determines the reduction would create a safety risk to the public. In the event that the applicant fails to timely request a reduction, the City shall charge a minimum of two (2) hours for each employee who reports for duty to the applicant's event.

(Ord. No. 1379, § 3, 1-5-2016)

SECTION 5. From and after the effective date of this ordinance, Section 4-21.5 of the Code of Ordinances of the City of Panama City Beach related to Special Events, is hereby created to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 4-21.5 – Municipal Services Reservation.

(a)Municipal services performed by City personnel in support of a special event are available on a first-come-first-serve basis. The City is not obligated to provide or reserve any personnel prior to the execution of an agreement between

Ord. 1517
Page 14 of 17

the applicant and the City for the services to be rendered and payment of any municipal services fee.

(b) Any applicant who intends to procure municipal services from the City in order to meet the special event obligations required herein shall be required to secure a municipal services reservation pursuant to this section before any permit can be issued.

(c) A municipal services reservation request must include:

- 1. The information listed in section 4-20 (a), (b), (e), (f), (i), (j), (k), and (m).**
- 2. The number of Police Department and Fire Department personnel requested.**
- 3. A proposed schedule of work for each City employee requested based upon the applicant's need throughout the duration of the event.**

(d) Upon the receipt of a municipal services reservation request, the City Manager, the Chief of Police and the Fire Chief, or their respective designees, shall provide the applicant a copy of the itemization and amount of the municipal services fee based upon the rate then in effect as set by the City Council.

SECTION 6. REPEAL. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 7. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within

ninety (90) days following each such publication, each codification of this Ordinance shall become the final and official record of the matters herein ordained and there codified. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 8. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2020.

MAYOR

Published in the _____ on the ____ day of _____,
2020 and on the ____ day of _____, 2020.

Posted on pcbgov.com on the ____ day of _____, 2020.

Ord. 1517
Page 17 of 17

AGENDA ITEM # 1

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Public Works / Kelly Jenkins

2. MEETING DATE:
02/27/2020

3. REQUESTED MOTION/ACTION:

Approve the construction agreement for Bay Parkway Ph2 project with C.W. Roberts, Inc., in the amount not to exceed \$15,864,242.68 plus contingencies for a budget total of \$16,641,381.

4. AGENDA

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

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Bay Parkway Ph1 was completed in March 2017. The construction of Bay Parkway Ph 2 begins at the end of Ph1 and extends east with a terminus at Nautilus and Back Beach Road (see map).

A solicitation for construction bids was publicly advertised and three bidders responded. Bids were publicly opened on 2/18/20 at 2 pm. Gortemoller Engineering Inc. reviewed the bids and all bidders were deemed responsive. Gortemoller Engineering, Inc. recommends and staff agrees, that the construction Bid be awarded to the lowest responsive bidder, C.W. Roberts Contracting, Inc.

The Base Bid came back in the amount of \$14,826,721.39. However, staff recommends 3 additive alternatives to bring the not to exceed total to \$15,864,242.68. The total amount with utility and roadway contingencies is \$16,641,381 (General Funds = \$14,219,915, Utility Funds = \$2,421,466 (see attachments for detailed breakdown)). The Contractor shall provide all materials, equipment and labor to complete the project.

In the event the contract period extends beyond the 12 month time period, the City receives a credit back in the amount of \$5,262.43/day for a potential credit up to \$315,754.71. Attached is a copy of the engineer of records recommendation, bid tabulation, a draft agreement, and a location map.

Additional task orders are recommended as part of this project and are in subsequent memos.



February 21, 2020

Ms. Kathy Younce – City Engineer
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

**Re: Bay Parkway Phase 2 from Bay Parkway Phase I to Nautilus Street
Contract Award Recommendation**

Dear Kathy,

The project Bid Opening was held at the City of Panama City Beach City Hall on February 18, 2020 at 2:01 P.M. Three firms submitted bids which were opened and the name of the firm was read aloud along with the Lump Sum Base Bid. The firm name and the Base Bids were then recorded on the Bid Tabulation Sheet.

We have reviewed the Bids and **C.W. Roberts Contracting, Inc.** is the low bidder with a Lump Sum Base Bid of **\$14,826,721.39**.

It is the recommendation of Gortemoller Engineering, Inc. that Bay Parkway Phase 2 be awarded to C.W. Roberts Contracting, Inc. as the responsive, low bidder.

We also reviewed the add alternates and it appears that the add alternate costs were within a reasonable range of the Engineering Estimates if the City chooses to move forward with these items.

If you have any questions or need additional information, please let me know.

Sincerely,
Gortemoller Engineering, Inc.

A handwritten signature in blue ink that reads 'Blake Furbee'.

Blake Furbee, P.E.
Project Engineer

708 Thomas Drive
Panama City Beach, Florida 32408
(850) 249-2425 – www.gorteng.com

AGENDA ITEM # 2

City of Panama City Beach
Bid Tabulation Sheet
Bay Parkway Phase 2
Project No. 18-010 (FPID #: 442483-2-54-01)

Opened by: Kathy Younce

Tabulated by: Blake Furbee

Opening: February 18th, 2020 at 2:01 P.M.

CONTRACTOR	BASE BID	ADD ALTERATIVE 1	ADD ALTERATIVE 2	ADD ALTERATIVE 3	BASE BID W/ ALL 3 ALTERNATIVES	DEDUCTIVE PRICE FOR AN ADDITIONAL 30 DAYS	DEDUCTIVE PRICE FOR AN ADDITIONAL 60 DAYS
GAC CONTRACTORS, INC.	\$ 16,744,354.47	\$ 175,416.16	\$ 225,025.28	\$ 572,917.77	\$ 17,717,713.68	\$ -	\$ -
GULF COAST UTILITY CONTRACTORS, LLC.	\$ 16,287,227.75	\$ 131,225.00	\$ 266,220.00	\$ 585,760.00	\$ 17,270,432.75	\$ (25,000.00)	\$ (50,000.00)
C.W. ROBERTS CONTRACTING, INC.	\$ 14,826,721.39	\$ 121,114.79	\$ 273,450.70	\$ 642,955.80	\$ 15,864,242.68	\$ (157,872.85)	\$ (315,745.71)

**City of Panama City Beach
 Bid Tabulation Sheet
 Bay Parkway Phase 2
 Project No. 18-010 (FPID #: 442483-2-54-01)**

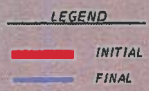
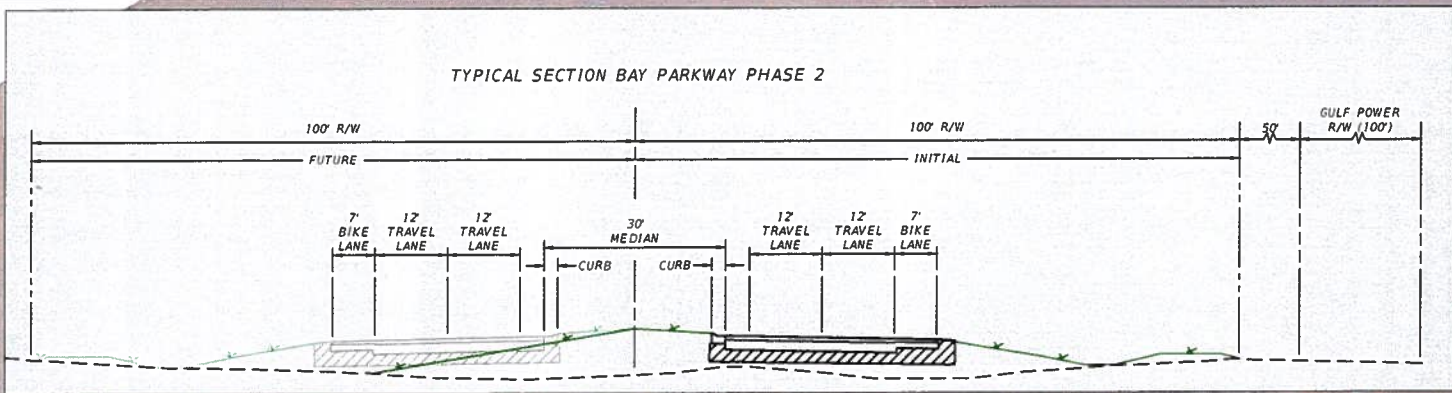
Opened by: Kathy Younce

Tabulated by: Blake Furbee

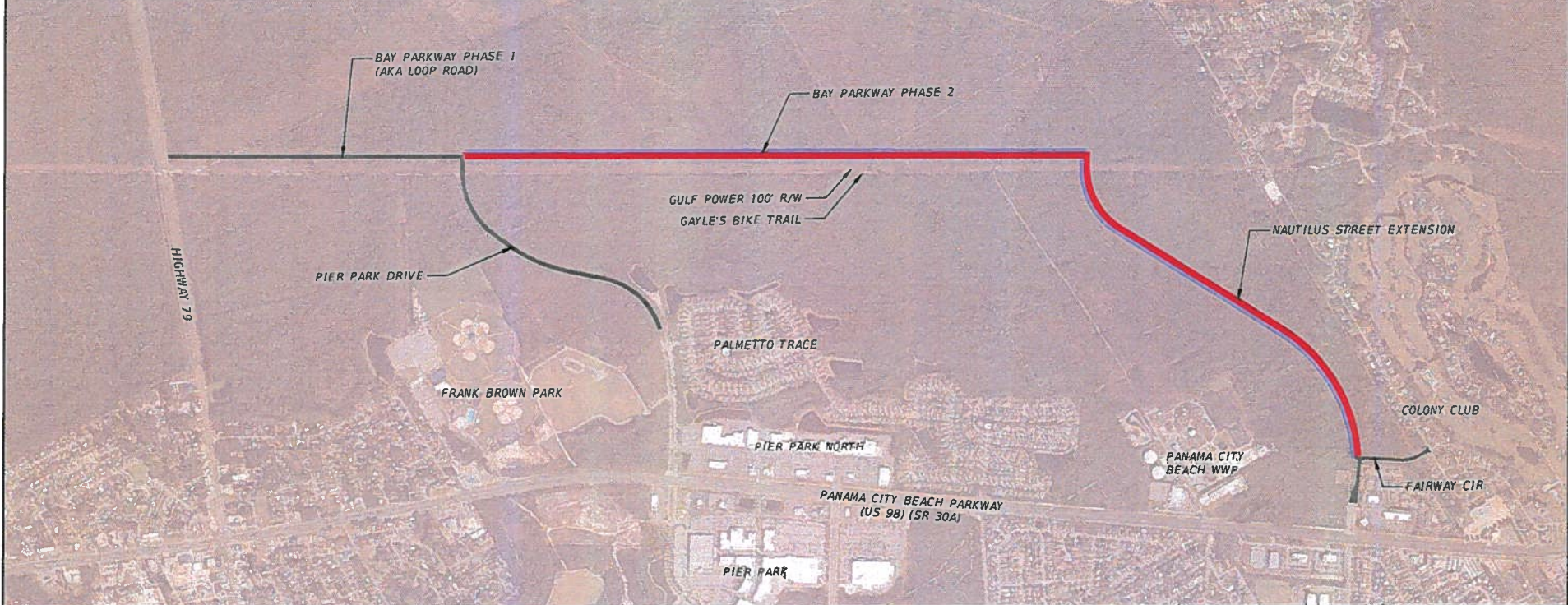
Opening: February 18th, 2020 at 2:01 P.M.

CONTRACTOR	Bid Proposal	Bid Bond	Drug Free Workplace	Trench Safety Act	Public Entity Crimes	Sales Tax Exemption Addendum	Signed Addenda Forms	Certificate of Current Capacity	Status of Contracts on Hand
GAC CONTRACTORS, INC.	Y	Y	Y	Y	Y	Y	Y	Y	Y
GULF COAST UTILITY CONTRACTORS, LLC.	Y	Y	Y	Y	Y	Y	Y	Y	Y
C.W. ROBERTS CONTRACTING, INC.	Y	Y	Y	Y	Y	Y	Y	Y	Y
Y (yes) or N (no) or V, indicates only if documents are included with the response at the time of the opening, and is not an indication that documents are properly completed or determined to be responsive.									

Currently in 65-85 for Bay Parkway II (NO UTILITIES)	Road Budget	Utility Budget	
Original	12,500,000		
Rolled forward and reappropriate in Oct '19	<u>332,000</u>		
	12,832,000		
Spent FY 2020 to date as of 02/19/20			
Hand, Arendall	(2,210)		
Gortemoller	<u>(75,403)</u>		
Remaining budget	12,754,387		
Balance of Gortemoller design	<u>(44,053)</u>		
	<u><u>12,710,334</u></u>		
Base bid	13,148,210	1,678,511	
Add alternate friction base Phase I	121,115		
Add alternate conduit future lighting II	<u>273,451</u>		
Add Alternate Gayle's Trails Forcemain		642,956	
	13,542,776	2,321,466	15,864,242
Contingency 5%	677,139	fixed \$ 100,000	
	<u>14,219,915</u>	2,421,466	16,641,381
Gortemoller post design engineering svcs	86,000		
Nova geotech	52,000		
Icarus permit modification	10,000		
	<u>14,367,915</u>		
Estimated in all (excluding utilities) roadway	14,400,000		
Current FY 2020 budget available	<u>(12,710,334)</u>		
Shortfall	<u><u>1,689,666</u></u>		
Funding sources:			
Bay County	FY 2020	1,750,000	already in FY revenue
Bay County	FY 2021	1,750,000	
State of Florida	FY 2021	2,000,000	State's FY 2022 (requires immediate invoicing to State 07/01/21)
CIGP	FY 2022	<u>2,000,000</u>	State's FY 2023 (requires immediate invoicing to State 07/01/22)
		7,500,000	
1/2 cent sales tax currently on hand		2,681,485	
1/2 cent sales tax anticipated balance of FY '20		900,000	
1/2 cent sales tax anticipated FY 2021		1,300,000	
balance to be funded from reserves		2,018,515	
		<u><u>14,400,000</u></u>	



WEST BAY



Gortemoller Engineering, Inc.
708 Thomas Drive
Panama City Beach, FL 32408
(850) 249-2425
CA-00009505



CLIENT
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

PROJECT
Bay Parkway Phase 2 from the
End of Bay Parkway Phase 1 (AKA
Loop Road) to Nautilus Street

BAY PARKWAY PHASE 2

1" = 100'
IF THIS LINE DOES NOT
MEASURE ONE INCH IN LENGTH,
THE SCALES ON THIS DRAWING
ARE NOT VALID

RESOLUTION 20-60

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH C.W. ROBERTS CONTRACTING, INC., FOR THE CONSTRUCTION OF BAY PARKWAY SEGMENT 2 IN AN AMOUNT NOT TO EXCEED \$16,641,381.00; DIRECTING THE APPROPRIATE OFFICERS OF THE CITY TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE FUNDS TO FULLY FUND THE PROJECT IN FY 2020-2021.

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

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and CW Roberts, relating to the construction of Bay Parkway Phase 2 (from the terminus of North Pier Park Drive to the terminus of Nautilus Road), in an amount not to exceed Sixteen Million, Six Hundred Forty One Thousand, Three Hundred Eighty One Dollars (\$16,641,381.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are directed to budget and appropriate legally available funds in Fiscal Year 2020-21, in an amount equal to 110% of the unpaid contract price as of September 15, 2020.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

SECTION 00050
AGREEMENT

THIS AGREEMENT is made this 27 day of February, 2020 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and C.W. Roberts Contracting, Inc., doing business as a corporation (an individual), or (a partnership), or (a corporation), having a business address of 1603 Bay Avenue, Panama City, FL. 32405 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the construction of **Bay Parkway Phase 2** ("Project"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by **Gortemoller Engineering, Inc.** the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

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

AGREEMENT

00050-1

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

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 395 days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$4,866 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 14,826,721.39 Base Bid and for \$ 121,114.79 Add Alternate 1, \$ 273,450.70 Add Alternate 2, and \$ 642,955.80 Add Alternate 3 as shown in the BID SCHEDULE for a total bid in the basic amount of \$ 15,864,242.68 , included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this
AGREEMENT 00050-2

reference:

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

DRAWINGS prepared by Gortemoller Engineering, Inc.

numbered Cover Sheet through D6 and dated October 2019 .

SPECIFICATIONS prepared or issued by Gortemoller Engineering, Inc.
dated October 2019 .

ADDENDA

No. _____, dated _____, 20____

No. _____, dated _____, 20____

AGREEMENT

00050-3

No. _____, dated _____, 20____

No. _____, dated _____, 20____

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

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Agreement shall be governed by the laws of the State of Florida.

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Parkway

Panama City Beach, FL 32413
ATTENTION: _____
Anthony O'Rourke City Manager
Fax No.: _____
(850) 233-5108

If to Contractor:

AGREEMENT

00050-4

ATTENTION: _____
Fax No.: _____

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

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

AGREEMENT

00050-5

14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Gortemoller Engineering, Inc., Dexter Gortemoller, P.E., President.

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for

AGREEMENT

00050-6

early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

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

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

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

AGREEMENT

00050-7

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

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

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in

AGREEMENT

00050-8

accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

The General Aggregate Limit shall be specifically applicable to this Project. The

Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project.

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the

AGREEMENT

00050-10

primary policies, and shall not be less than \$10,000,000, each occurrence and aggregate as required by OWNER.

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY: _____

City Clerk

NAME: Anthony O'Rourke
(Please type)

TITLE: City Manager

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____
(Please Type)

NAME: _____
(Please Type)

ADDRESS: 1603 Bay Avenue

[END OF SECTION 00050]

AGREEMENT

00050-11

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Kelly Jenkins

2. MEETING DATE:

02/27/2020

3. REQUESTED MOTION/ACTION:

Approve the Professional Services Agreement and Task Order 2018-04 Post Design Services for Bay Parkway Phase II project w/ Gortemoller Engineering, Inc., in the amount not to exceed of \$85,734.50.

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)

Staff requested and has received a proposed Task Order 2018-04 (see attached) from Gortemoller Engineering Inc. (GE) to perform post design services for Bay Parkway Phase 2.

These services include: additional high quality wetland impact permitting, shop drawing review, construction assistance, final stormwater certification, utility coordination, and close-out through FDOT, the City of Panama City Beach and Bay County.

Staff recommends approval of this proposal for a total project cost in the amount not to exceed \$85,734.50. This project was budgeted this year and the expenditure will be funded through the half cent surtax.

RESOLUTION 20-64

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING TASK ORDER 2018-04 TO THE PROFESSIONAL SERVICES AGREEMENT FOR BAY PARKWAY ENGINEERING SERVICES WITH GORTEMOLLER ENGINEERING, INC., FOR POST DESIGN SERVICES FOR BAY PARKWAY PHASE II IN AN AMOUNT NOT TO EXCEED \$85,734.50; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Task Order #2018-04 to the Master Services Agreement related to Professional Engineering Design, Surveying, Permitting and Construction Administration Services for Bay Parkway Segment 2 between the City and Gortemoller Engineering, Inc., dated May 15, 2018, relating to post designed services for the construction of Bay Parkway Phase II, in the basic amount not to exceed Eight Five Thousand, Seven Hundred Thirty Four Dollars and Fifty Cents (\$85,734.50), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

Resolution 20-64

AGENDA ITEM # 3

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-64

AGENDA ITEM # 3

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2018-04

DATE
2/27/2020

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND GORTEMOLLER ENGINEERING, INC. RELATING TO BAY PARKWAY ENGINEERING SERVICES dated May 15th, 2018, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Bay Parkway Phase II.

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

a stipulated sum of \$ _____; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or

a fee determined on a time-involved basis with a maximum cost of \$ 85,734.50;

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

Work shall begin on March 15, 2020, and shall be completed within 425 calendar days. The date of completion of all work is therefore May 15, 2021. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

GORTEMOLLER ENGINEERING, INC.

By: _____ Date: _____
Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

City Clerk

By: _____ Date: _____
City Manager



January 7, 2020

Ms. Kathy Younce, E.I.
Engineer
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, Florida 32413

**RE: Bay Parkway Phase 2
Task Work Order #4
Post Design Services
Proposed Scope and Fee**

Dear Kathy,

Please see the attached Scopes of Services and Fee Proposal for TWO 4 Post Design Services that include Shop Drawing Reviews, Construction Assistance, and stormwater certification. Due to the stipulations within the FDEP EMA 2 and ACOE RGP SAJ-86 permitting rules, the project was only allowed up to 100' impact width through high quality wetlands. The project was permitted in accordance to these stipulations that did not allow for the full Right of Way to be impacted. We have provided time for additional design and permitting necessary in order to permit the remaining high quality wetland impacts within the Right of Way.

Thank you for the opportunity to present this Task Work Order. We look forward to continuing our work on this very important project. Please do not hesitate to call if you have any questions.

Sincerely,
Gortemoller Engineering, Inc.

A handwritten signature in blue ink that reads 'Blake Furbee'.

Blake Furbee, P.E.
Project Engineer

708 Thomas Drive
Panama City Beach, Florida 32408
(850) 249-2425 - www.GortEng.com

AGENDA ITEM # 3



ATTACHMENT A

**City of Panama City Beach
Bay Parkway Phase 2 Roadway Project
TWO #4
Post Design Services
Scope of Services**

This Task Work Order for Post-Design Services has been prepared to permit the remaining wetland impacts for the project after the FDEP EMA 2 and USACE RGP SAJ-86 rules are amended to allow 160' width of high-quality wetland impacts as opposed to the current restriction of 100' width. This addendum also includes services relating to the project construction, excluding CEI services, for a construction duration of 365 days. Additional Fees may occur in the event of the construction duration exceeding this duration. Stormwater Certification for the project will be limited to the stormwater facilities and storm drain systems. Please find the below Task Summary detailing the specific tasks for this addendum.

Task 1 - Additional High Quality Wetland Impact Permitting

- a) GE shall coordinate with Icarus to prepare necessary exhibits and calculations for permitting remaining wetland impacts after amendments to the FDEP ERP and USACE RGP permit rules are made in March 2020.
- b) Icarus will participate in pre-submittal planning, provide information to the design team(s), Client and their representatives, create the pre-application materials, and coordinate the official and required interagency pre-application meeting.
- c) GE shall prepare permit support documents for Icarus submittal.
- d) Icarus will create and package the IPA submittal documentation, application, forms, figures, and exhibits and submit to FDEP under the EMA. Icarus will coordinate with SHPO, FWCC and other commenting agencies as needed. Icarus will respond to up to two (2) requests for additional information (RAI) from the interagency team.
- e) GE shall address any comments pertaining to support documents received from Agencies.
- f) Icarus will meet with the landowner, their representatives, the City, and Prime as required up to eight (8) times.
- g) GE shall meet with involved parties as necessary (assumed 3 meetings)

Task 2 - Shop Drawing Review

- a) GE shall review shop drawings provided by contractor for conformance with the constructions plans and specifications and provide coordination on any documents provided that do not meet the construction plans & specifications for contractors to address.



**City of Panama City Beach
Bay Parkway Phase 2 Roadway Project
TWO #4
Post Design Services
Scope of Services**

Task 3 – Construction Assistance

- a) GE shall attend the preconstruction meetings.
- b) GE shall attend the regularly scheduled meetings throughout the construction phase as deemed necessary by the City. (Assumed 6-Meetings)
- c) GE shall address RFI's and change orders from contractor throughout the construction process. Site visits are assumed to be on a bi-weekly basis.

Task 4 – Final Stormwater Certification

- a) GE shall review provided As-Built, provided by a Florida Licensed Professional Land Surveyor for conformance with the construction plans and specifications.
- b) GE shall perform a field review to verify any questions or concerns arising from review of the As-Built survey.
- c) GE shall prepare a punch list of items to be addressed prior to certifications of the project based on the field and As-Built.
- d) GE shall perform a field review and if necessary, review of an updated As-Built to confirm punch list items are addressed.
- e) Upon satisfactory completion of the punch list items, GE shall prepare necessary documents for the certification of the stormwater facility and submit to FDEP.



ATTACHMENT B

**City of Panama City Beach
Bay Parkway Phase 2 Roadway Project
TWO #4
Post Design Services
Fee Summary**

FEE SUMMARY

	GE	Icarus	Dewberry	Total
Task 1 - Additional High Quality Wetland Impact Permitting	\$15,590.00	\$23,324.50		\$38,914.50
Task 2 - Shop Drawings Review	\$5,540.00		\$1,800.00	\$7,340.00
Task 3 - Construction Assistance	\$27,340.00			\$27,340.00
Task 4 - Final Stormwater Certification	\$16,640.00			\$12,140.00
Limiting Amount	\$67,030.00¹	\$23,324.50	\$1,800.00¹	\$85,734.50

1. Limiting Amount based on actual time spent billed per Schedule of Hourly Rates. Not to exceed without Prior authorization from CLIENT.

ATTACHMENT C

Gortemoller Engineering, Inc.		FEE COMPUTATION							
REQUIRED TASK		Principle	Engineer	Engineer Intern	Senior Inspector	Dewberry Structure Engineer	Icarus Task Fee	Total Hours	Cost For Activity
Hourly Rate		\$185.00	\$105.00	\$95.00	\$95.00	\$150.00			
Bay Parkway Phase 2		Hours	Hours	Hours	Hours	Hours	LS		
Task No.	Post Design Hours								
1	Additional High Quality Wetland Impact Permitting								
a)	GE shall coordinate with Icarus on Pre-App	2	8	6				16	\$1,780.00
b)	Icarus pre-submittal planning ,create and coordinate the pre-app meeting						\$ 7,862.00	1	\$7,862.00
c)	GE shall prepare permit support documents for Icarus	4	16	50				70	\$7,170.00
d)	Icarus will create, prepare & submit documents to FDEP. Address Comments.						\$12,537.50	1	\$12,537.50
e)	GE shall address any comments received from the Agency	4	8	20				32	\$3,480.00
f)	Icarus will meet with the landowner, their representatives, the City, and Prime (up to 8						\$ 2,925.00	1	\$2,925.00
g)	GE will meet with involved parties (assumed 3	8	16	0				24	\$3,160.00
								Subtotal	\$38,914.50
2	Shop Drawing Review								
a)	Shop Drawings Review & Coordination	4	24		24	12		64	\$7,340.00
								Subtotal	\$7,340.00
3	Construction Assistance								
a)	Pre-Construction Meeting	4	8	4				16	\$1,960.00
b)	Regularly Scheduled Meetings (assumed 6 meetings)	8	24	16				48	\$5,520.00
c)	RFI's and Bi-Weekly Site Visits	8	52	32	104			196	\$19,860.00
								Subtotal	\$27,340.00
4	Final Stormwater Certification								
a)	Review As-Builts for adherence to Plans and Specifications	4	8		24			36	\$3,860.00
b)	Site Visit after As-Built Review	4	8		16			28	\$3,100.00
c)	Prepare Punch Items List	2	4		16			22	\$2,310.00
d)	Site Visit for Punch List Completion	4	4		8			16	\$1,920.00
e)	Prepare SW Certification	4	2					6	\$950.00
								Subtotal	\$12,140.00
	TOTAL MANHOURS	60	182	128	192	12		574	
	TOTAL SALARY COSTS	\$11,100.00	\$19,110.00	\$12,160.00	\$18,240.00	\$1,800.00			\$85,734.50
		Gortemoller Engineering Total Lump Sum Amount							\$85,734.50

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Kelly Jenkins

2. MEETING DATE:

02/27/2020

3. REQUESTED MOTION/ACTION:

Approve the Professional Services Agreement and Task Order 2020-01 Geotechnical Testing Services for Bay Parkway Phase II project w/ NOVA, in the amount not to exceed of \$51,485.00.

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)

The Public Works Department has obtained the necessary staff and resources to be able to perform most of verification testing required by the State during the construction of Bay Parkway Phase 2. By doing this, the City has saved approximately \$800,000 on this job alone. However, there are still additional services that we are not able to provide. Therefore, staff requested and has received a proposed Task Order 2020-01 (see attached) from NOVA to perform geotechnical testing services under this agreement.

These services include: engineering technician on-site and at the asphalt plant, testing for limerock bearing ratio, modified & standard proctor tests, grainsize analysis, organic content testing, atterberg limits, pH analysis, concrete and asphalt testing, and final verification reports.

Staff recommends approval of this proposal for a total project cost in the amount not to exceed of \$51,485.00. This project was budgeted this year and the expenditure will be funded through the half cent surtax.

RESOLUTION 20-63

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING TASK ORDER 2020-01 TO THE MASTER SERVICES AGREEMENT WITH NOVA ENGINEERING AND ENVIRONMENTAL, LLC, FOR GEOTECHNICAL SERVICES FOR BAY PARKWAY PHASE II IN AN AMOUNT NOT TO EXCEED \$51,485; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Task Order #2020-01 to the Master Services Agreement related to Geotechnical Engineering Services dated December 29, 2013, between the City and Nova Engineering and Environmental, LLC, relating to geotechnical services for the construction of Bay Parkway Phase II, in the basic amount not to exceed Fifty One Thousand, Four Hundred Eighty Five Dollars (\$51,485.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By:

Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-63

AGENDA ITEM # 4

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2020-01

DATE
2/27/2020

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND NOVA Engineering and Environmental LLC, RELATING TO BAY PARKWAY GEOTECHNICAL SERVICES dated December 29th, 2013, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Bay Parkway Phase II.

Engineer's total compensation shall be (check one):
___ a stipulated sum of \$ _____; or
___ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
X a fee determined on a time-involved basis with a maximum cost of \$ 51,485.00;

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

Work shall begin on March 15, 2020, and shall be completed within 425 calendar days. The date of completion of all work is therefore May 15, 2021. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

NOVA ENGINEERING AND ENVIRONMENTAL, LLC

By: _____ Date: _____
Its:

ATTEST:

_____ City Clerk

CITY OF PANAMA CITY BEACH, FLA.

By: _____ Date: _____
City Manager

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration

2. MEETING DATE:

2/27/2020

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.

The City has proposed several projects to be included in the Bay County LMS project list, which were previously approved by Council on 09/26/2019, and included flood control, a community safe room, electrical system hardening and hardening several City buildings, among other projects. Since the HMGP application period has opened, several City projects have been modified, added or deleted resulting in an increase of \$366,129 of local funding to be committed to the program as a whole. As the grant application period draws to a close, staff requests the Council confirm the final project list and matching funds.

Staff recommends approval.

RESOLUTION 20-66

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, REPEALING ORDINANCE 19-145; APPROVING CITY HAZARD MITIGATION PROJECTS LISTED IN THE BAY COUNTY LOCAL MITIGATION STRATEGY PLAN; 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 \$31,464,514, of which Staff is seeking \$7,866,129, 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	PROJECT NAME	HAZARD ADDRESSED	PROJECT ESTIMATED TOTAL COST	25% LOCAL MATCH
12	Frank Brown Park Community Safe Room	Hurricane Strength Winds	\$5,872,642	\$1,468,161
26	Underground Utilities Administration Hardening	Hurricane Force Winds	\$600,000	\$150,000
34	East Police substation safe room	Life safety of PCB Police, reduction of the response time of PCB Police	\$1,603,644	\$400,911
42	Hardening Front Beach Road, Phase 4.1	Power and Communication loss	\$5,827,635	\$1,456,909
48	Alf Coleman Drainage Improvements	Flooding	\$2,039,711	\$509,928
52	Hardening Front Beach Road, Phase 4.2	Power and Communication loss	\$6,081,255	\$1,520,314
55	Hardening Front Beach	Power and Communication loss	\$7,772,058	\$1,943,014

	Road, Phase 4.3			
68	Hombre Circle Drainage Improvements	Flooding	\$400,000	\$100,000
75	Public Works Building Wind Retrofit	Hurricane Force Winds	\$800,000	\$200,000
79	San Souci Drainage Improvements	Flooding	\$467,569	\$116,892
	TOTALS		\$31,464,514	\$7,866,129

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

1. Resolution 19-145 is hereby repealed.
2. 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.
3. 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.
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 February, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

REGULAR ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
COUNCIL/MCCONNELL

2. MEETING DATE:
FEBRUARY 27, 2020

3. REQUESTED MOTION/ACTION:
CONSIDER SECOND AMENDMENT SUPPORT RESOLUTION 20-67

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
AT ITS JANUARY 23, 2020 MEETING, THE CITY COUNCIL DISCUSSED BAY COUNTY'S SECOND AMENDMENT RESOLUTION AND DIRECTED STAFF TO CONSIDER THE NECESSITY OF ITS OWN SECOND AMENDMENT RESOLUTION. AS SUCH, STAFF HAS UNDERTAKEN TO SURVEY BOTH THE EMPLOYEES AND CITY PERSONNEL POLICIES TO DETERMINE THE DESIRABILITY AND NECESSITY OF CHANGING THOSE POLICIES.

THE PROPOSED RESOLUTION CONFIRMS THE COUNCIL'S DIRECTION TO STAFF, AND ALSO CONFIRMS THE COUNCIL'S SUPPORT OF THE RIGHTS AND PROTECTIONS AFFORDED BY THE SECOND AMENDMENT. THE RESOLUTION DOES NOT PROPOSE ANY AMENDMENTS TO CITY POLICY.

STAFF RECOMMENDS APPROVAL OF THE RESOLUTION AS PRESENTED.

RESOLUTION 20-67

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, DECLARING ITS SUPPORT OF THE RIGHTS AND PROTECTIONS AFFORDED BY THE SECOND AMENDMENT TO THE U.S. CONSTITUTION; AND DIRECTING STAFF TO REVIEW CITY POLICIES FOR CONSISTENCY WITH THE SECOND AMENDMENT.

Whereas, the Second Amendment to the Constitution of the United States of America states, "A well-regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms, shall not be infringed"; and

Whereas, the right of the people to keep and bear arms is further protected from infringement by State and Local Governments under the Ninth, Tenth, and Fourteenth Amendments to the Constitution of the United States of America; and

Whereas, Article 1, Section 8, of the Constitution of the State of Florida states, "The right of the people to keep and bear arms in defense of themselves and of the lawful authority of the state shall not be infringed, except that the manner of bearing arms may be regulated by law"; and

Whereas, the Supreme Court of the United States of America has recognized the individual's right to keep and bear arms, as protected by the Second Amendment of the Constitution of the United States of America. *District of Columbia v. Heller*, 554 U.S. 570 (2008). Justice Antonin Scalia's prevailing opinion in this case stated that the Second Amendment protects an individual's right to possess a firearm unconnected with service in a militia, and the right to use that firearm for traditionally lawful purposes, such as self-defense within the home; and

Whereas, Section 1 of the Fourteenth Amendment to the Constitution of the United States of America states, "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States, not shall any State deprive any person of life, liberty or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws"; and

Resolution 20-67

AGENDA ITEM #

6

Whereas, the Supreme Court of the United States recognized in *McDonald v. City of Chicago* that the Second Amendment to the Constitution was incorporated by the Fourteenth Amendment and thereby made applicable to the States. *McDonald v. City of Chicago*, 561 U.S. 742 (2010).

NOW THEREFORE, the City Council of the City of Panama City Beach, do hereby find and declare that:

1. The right to keep and bear arms is a fundamental individual right that should not be infringed, and the City Council desires to ensure and publicly communicate to state and federal elected officials its concern that state and federal laws not be enacted that dilute or violate the important Second Amendment rights of the citizens of Panama City Beach, Florida. The Council hereby declares by this Resolution its support for the protection of all law-abiding citizens' right to bear arms as protected by the Second Amendment to the United States Constitution.
2. Staff is directed to review City policies to confirm their consistency with the right to bear arms as protected by the Second Amendment to the United States Constitution.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-67

AGENDA ITEM # 6

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
FEBRUARY 27, 2020

3. REQUESTED MOTION/ACTION:
HOLD PUBLIC HEARING TO CONSIDER DEVELOPMENT AGREEMENT WITH THE ST. JOE COMPANY FOR PIER PARK EAST PROJECT (78 ACRES LOCATED OFF HILLS ROAD)

4. AGENDA

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

LAST YEAR THE ST. JOE COMPANY INITIATED THE PROCESS TO AMEND THEIR ZONING AND COMPREHENSIVE PLAN LAND DESIGNATIONS FOR CERTAIN PROPERTY LOCATED ON HILLS ROAD IN ORDER TO UNIFY THE LAND USES PERMITTED WITH APPROXIMATELY 50 ADJACENT ACRES. AS PART OF THAT PROCESS, THE ST. JOE COMPANY HAS REQUESTED THE CITY ENTER A DEVELOPMENT AGREEMENT CONFIRMING THE LAND USES, HEIGHTS AND INTENSITIES FOR THE UNIFIED 78 ACRE PARCEL.

FLORIDA LAW EXPRESSLY AUTHORIZES A LOCAL GOVERNMENT TO ENTER INTO A DEVELOPMENT AGREEMENT FOLLOWING TWO PUBLIC HEARINGS NOTICED BY MAIL AND PUBLICATION. NOTICE OF THIS FIRST PUBLIC HEARING, AND OF A SECOND PUBLIC HEARING ON 3/12, HAVE BEEN PROVIDED BY MAIL TO AFFECTED PARTIES WITHIN 300 FEET, AND PUBLISHED IN THE NEWS HERALD.

NO ACTION IS REQUIRED BY THE COUNCIL AT THIS FIRST PUBLIC HEARING EXCEPT TO CONFIRM THE DAY, TIME AND PLACE OF THE SECOND PUBLIC HEARING. UPON CONCLUSION OF THE PUBLIC SECOND PUBLIC HEARING ON 3/12, THE COUNCIL MAY APPROVE OR REJECT THE PROPOSED DEVELOPMENT.

PIER PARK EAST

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (herein "Agreement") is entered into on this ____ day of _____, 2020, by THE CITY OF PANAMA CITY BEACH, FLORIDA, a Florida municipal corporation, acting through its City Council (herein "City"), and The St. Joe Company a Florida corporation, its subsidiaries, affiliates and assigns (herein "Owner"), for the purpose of establishing and binding the Owner's development rights for the Property described herein, and providing assurances to the Owner that upon receipt of appropriate Local Development Orders and Development Permits it may proceed with development subject to the terms and conditions of this Agreement.

I. DEFINITIONS

The following definitions shall apply to terms and conditions as used in this Agreement.

1. "Act" and all references to provisions within the Act shall mean the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (2019).
2. "Agreement" shall mean this Development Agreement.
3. "Association" shall mean the master owners association which may be formed pursuant to the provisions of Chapter 617, Florida Statutes, and shall include as members the owners of all development within the Project.
4. "City" shall mean Panama City Beach, Florida and its City Council.
5. "City Council" shall mean the governing body of the City.
6. "Development Permit" shall mean any building permit, environmental permit, or other permit, authorization or approval, except a Local Development Order, and any amendments thereto, which may be required by the City or any agency of either the State of Florida or the government of the United States of America in order for the Owner to develop the Property or part of the Property.
7. "Effective Date" shall mean the effective date of this Agreement as specified in Section VIII of this Agreement.
8. "Height" shall mean the ceiling of the highest habitable floor in a building.
9. "Impervious Area" shall mean the area of non-vertical surfaces that do not readily absorb water; as such term is used or intended generally in the context of stormwater management, engineering, or regulation.
10. "Land Development Code" shall mean the City's Land Development Code in effect on the Effective Date of this Agreement.
11. "Local Development Order" means the approval of an application for a site plan, subdivision plat, variance, or rezoning, which does not authorize development without any required Development Permit.

12. "Ordinances" shall refer to the City's ordinances in effect and published in the Panama City Beach Code of Ordinances on the Effective Date of this Agreement. The term includes all land use regulations governing development of land within the City's jurisdiction except in the Land Development Code (defined above).
13. "Owner" shall mean collectively, The St. Joe Company, its subsidiaries, affiliates and assigns, successors in interest and successors in title permitted herein.
14. "Party" or "Parties" shall refer to the City and the Owner.
15. "Plan" shall mean the Panama City Beach Comprehensive Plan adopted by the City in October, 2009 pursuant to Chapter 163, Part II, Florida Statutes, as it has been amended from time to time, which is in effect on the Effective Date of this Agreement.
16. "Project" shall mean the overall development of the Property subject to the provisions and limitations of this Agreement.
17. "Property" shall mean the real property legally described in Exhibit "A" attached hereto and incorporated herein.
18. "Roadways" shall mean all roads and streets internal to the Project.
19. "State" shall refer to the State of Florida.
20. "Term" shall mean the term of this Agreement as set forth in Section VI.

II. RECITALS

WHEREAS, the intent of the "Florida Local Government Development Agreement Act" as expressed in Section 163.3220, Florida Statutes, is as follows:

- (1) The Legislature finds and declares that:
 - (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.
 - (b) Assurance to a developer that upon receipt of his or her development permit or brownfield designation he or she may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.
- (2) In conformity with, in furtherance of, and to implement the Community Planning Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure

the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

- (3) This intent is effected by authorizing local governments to enter into development agreements with developers subject to the procedures and requirements of Sections 163.3220 - 163.3243, Florida Statutes; and

WHEREAS, the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities is an expressed policy of the State and the City pursuant to Section 187.201(15), Florida Statutes; and

WHEREAS, the application of innovative and flexible planning and development strategies and creative land use planning techniques such as clustering and mixed-use development are clearly encouraged and contemplated by the State and the City pursuant to Section 163.3177(1), Florida Statutes; and

WHEREAS, the Owner desires for the Property to be developed as a mixed-use Development which may include a combination of the uses currently permitted within the Tourist Future Land Use Map Category and the Commercial High Intensity CH zoning district; and

WHEREAS, the Project has been conceptually designed to contain a cohesive mix of uses including, but not limited to, retail, entertainment center, hotel, and residential uses; and

WHEREAS, since such development demands both a significant investment of the Owner's time and a significant expenditure of the Owner's funds, the Owner is desirous of agreeing upon, and reducing to contractual terms, the existing development rights of the Owner with regard to the Property; and

WHEREAS, it is in the best interests of the City and the citizens of the City that the development of the Property be completed in a planned and orderly fashion, giving consideration to the subjects addressed in this Agreement; and

WHEREAS, the Owner and the City have agreed upon terms and conditions relating to the development of the Property and the Owner's development rights which are acceptable to the Owner and to the City and the Owner and City deem it appropriate that the terms and conditions of their agreements be reduced to written form; and

WHEREAS, the Act provides a vehicle for the Owner and the City to document the assurances sought by each; and

WHEREAS, pursuant to the requirements of Section 163.3225, Florida Statutes, the City has held the two required public hearings with respect to this Agreement on the ____ day of _____, 2020, and the _____ day of _____, 2020, with notice of such hearings having been provided as required by law, and has considered the public comments and record of such public hearings.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable considerations, the Owner and the City agree:

III. FINDINGS

1. The foregoing Definitions and Recitals are correct and complete and are incorporated herein.

2. The Owner holds legal and equitable title to the Property.
3. The Property consists of approximately 76.98 acres designated as of the Effective Date on the Future Land Use Map in the Plan as "Tourist," as shown on attached and incorporated Exhibit "B," and zoned as of the Effective Date as Commercial High Intensity (CH). A portion of the Property is located within the FBO-2 Overlay District.
4. The Owner intends to proceed with development in accordance with the densities, intensities and building heights (and limits) specified in this Agreement and the uses permitted and set forth in this Agreement. Upon reliance on this Agreement, Owner will expend substantial sums of money for developing the site.
5. The Owner acknowledges that it has initiated the request that the City enter into this Agreement; that the terms and conditions of the Agreement incorporate proposals made by the Owner and agreed to by the City; and that the City has not required the Owner to draft or enter into this Agreement.
6. The public hearings notices, procedures, and conditions required by the Act relating to the Agreement have been held and met.

IV. AUTHORITY

Execution of this Agreement is expressly authorized by Section 163.3223, Florida Statutes.

V. PUBLIC HEARINGS

Public hearings required to enter into, amend or revoke this Agreement have been or shall be advertised and held in accordance with the provision of Section 163.3225, Florida Statutes.

VI. STATUTORY REQUIREMENTS

Required provisions to be included within this Agreement, as set forth in Section 163.3227 of the Act, are hereinafter addressed as follows:

1. Legal Description. The legal description of the Property is attached as Exhibit "A".
2. Duration of the Agreement. The Term of this Agreement shall be ten (10) years from the Effective Date, unless otherwise terminated or extended by mutual consent of the Parties or in accordance with either applicable law or the provisions of this Agreement. The City shall have the option to unilaterally terminate this Agreement if an application for a Local Development Order for the entire Property has not been filed within four (4) years of the Effective Date of this Agreement, or physical development of the Property pursuant to a Development Permit has not commenced within two (2) years after the filing of an application for a Local Development Order and been continued in a manner consistent with the economic conditions of the community as a whole as opposed to the value or development potential of the Property individually.

3. Development Rights and Uses. During the Term of this Agreement and whenever Owner is not in breach of any material covenant of this Agreement, the City hereby agrees that:

(a) The Owner shall have the right to proceed with development of that portion of the Property shown upon Exhibit "C," for the uses currently permitted in Commercial High Intensity (CH) zones under the Land Development Code, subject always to the terms and conditions of this Agreement; provided, however, that Owner's right to proceed with such development is conditioned upon the Owner having first obtained all Local Development Orders and Development Permits required for the development. The density and intensity and heights set out below in subsection (e) are the maximum that will be allowed. The Owner may, in its sole discretion, apply for more limited amount of development. At the termination of this Agreement, by the passage of time or otherwise, any unused density or intensity that is not authorized by an appropriate Local Development Order is released and may be included by the City in any determination of average density.

(b) Whenever Owner is not in breach of any material covenant of this Agreement, the Owner is entitled to apply for Local Development Orders and Development Permits required to carry out the development substantially as described in this Agreement.

(c) The City will review Owner's application for a Local Development Order and Development Permit issued under the City's jurisdiction for the Project pursuant to the Plan and Ordinances, and pursuant to the City's Land Development Code in effect on the date of filing such applications (except as provided in subsection (d) below). In the event of any conflict or inconsistency between this Agreement and the Plan and ordinances identified above, this Agreement shall control. Ordinances or regulations adopted after the Effective Date of this Agreement shall not preclude the Owner from developing the uses specifically allowed in this Agreement at the densities, intensities, building height, and other development parameters specified herein.

(1) Master Stormwater Review. As part of the master planning process, the developer will coordinate with a stormwater and watershed management consultant (the "Consultant"), as selected by the City. The developer will provide a site plan consisting of the following:

i. Master stormwater consisting of off-site flow, pond locations, discharge points, and outfall location

ii. Impervious Surface Ratio (ISR)

The Consultant will use that information to update the floodplain model and determine if the proposed ISR maintains the floodplain standards. Once the Consultant has completed their review and provided a recommendation on the overall site plan, the City will be able to process the individual development orders within the site plan without further floodplain review. The Consultant will no longer be required to analyze on a project by project basis in order to receive project approval; instead the model can be updated when approved DO plans have been issued.

(d) Changes to Comprehensive Plan and Land Development Code. Except as specifically provided herein, the City's Comprehensive Plan and Land Development Code in effect on the effective date of this Agreement as they specify the land use, building height, density and intensity of the land

use shall apply to the Property for the duration of this Agreement. Changes to the Comprehensive Plan or the Land Development Code adopted or enacted after the Effective Date of this Agreement, shall apply except as such changes modify the land uses permitted by the current Comprehensive Plan and Land Development Code or restrict the building height, densities or intensities of the development outlined in this Agreement. The Owner and the City may enter into mutual, written agreements making later adopted plan amendments or regulations applicable to the Property without the necessity of amending this Agreement.

- (e) The following buffer, density, intensity, and building height limitations shall apply to the Property;
- (1) Density and Intensity. The maximum density for residential use shall be forty-five (45) dwelling units per acre as provided in the currently adopted (December 12, 2019) Land Development Code for CH zones. Density shall not be reduced or limited in any way by a determination of average density that includes development outside the Property. Intensity shall be limited to a maximum floor area ratio of 80% as provided in the Plan, Ordinances or Land Development Code for CH zones adopted December 12, 2019.
 - (2) Front Beach Overlay Building Height. Development within the Front Beach Overlay-2 (FBO-2), as depicted on Exhibit "B", shall be limited to 45 feet in height.
 - (3) Building Height. Development on the remainder of the Property, outside of FBO-2, as depicted on Exhibit "B", shall be limited to a height of 65 feet.
 - (4) Buffer. A landscape buffer shall be required where property outside of the Project is zoned residential and is directly adjacent to commercial uses within the Project boundary. The minimum buffer width shall be 20 feet and be planted with one large or medium tree for each 60 linear feet of property on the boundary separating the adjacent Uses. No buffer shall be required internal to the Project.
 - (5) Development Not a Non-Conforming Use. The Parties acknowledge and agree that development of the Property under the terms and conditions of this Agreement shall not be deemed to be a non-conforming use during the Term.
- (f) Owner acknowledges its responsibility, and agrees, to satisfy any transportation proportionate fair share obligation imposed upon it by law in effect at the time of issuance of a Development Order.
4. Impact Fees and Assessments. All development on the Property shall be subject to such impact fees at such rates as may be imposed by the City from time to time.
- (a) If during the term of this Agreement, the City of Panama City Beach Community Redevelopment Agency or City of Panama City Beach completes an expansion of Hills Road, which abuts the eastern boundary of Owner's Property, and no dispute exists between the Parties, Owner agrees to dedicate to the City a 34' right-of-way along the western side of Hills Road in exchange for the granting of concurrency credits in favor of Owner. The proposed right-of-way consists of approximately 1,896.64 LF, for a total of 1.4804 acres and is shown on the attached Exhibit "D". In the event the City doesn't

move forward with the expansion of Hills Road, or is no longer acting in good faith of the agreement herein, Owner shall retain ownership of the right-of-way and pay the then applicable impact fees.

(b) There shall be no exemption from special assessments or user fees in favor of the Owner.

5. Permits Required by State or Federal Agencies. Any state or federal permits required to commence development of the Property shall be obtained prior to the start of construction.
6. Description of Public Facilities. Public facilities needed to service development authorized by this Agreement, the providers, the dates any new facilities will be constructed, and a schedule to assure that public facilities are available concurrent with the impacts of development are as follows:
 - (a) Potable Water Service. Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, retail potable water service will be supplied to the Project by the City. Owner will construct or cause to be constructed all necessary water service infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection. The water service infrastructure within the Project will be ultimately owned and maintained by the Owner or the Association, unless dedicated to and accepted by the City in the City's sole discretion. If the infrastructure is owned and maintained by the Association, the Association must have the power to assess members of the Association for the ongoing maintenance of the water service infrastructure and to impose liens on all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Owner's reservation of water service to be available to such Units is conditioned upon Owner purchasing from City an adequate number of water and sewer taps at then-current rates to service the number of such Units to be constructed. Owner agrees that potable water availability and service shall be subject to Panama City Beach Code Section 23-31 (2003) entitled Capacity Reservation and Developer Improvements (see Section 23-31 (2003)).
 - (b) Wastewater Collection, Transmission, Treatment, and Disposal. Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, retail wastewater treatment and disposal services will be supplied to the Project by the City. Owner will construct or cause to be constructed all necessary wastewater collection and transmission infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection. The wastewater collection and transmission infrastructure within the Project will be ultimately owned and maintained by the Owner or the Association unless dedicated to and accepted by the City, in the City's sole discretion. If the wastewater collection and transmission infrastructure is owned and maintained by the Association, the Association must have the power to assess members of the Association for the ongoing maintenance of the infrastructure and to impose liens upon all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Owner's reservation of wastewater treatment and disposal service to be available to Units in the Project is conditioned upon Owner purchasing from City an adequate number of water and sewer taps at then-current rates to service the number of Units to be constructed. Owner agrees that the availability of wastewater treatment capacity and service shall be subject to Panama City Beach Code Section 23-31 (2003) entitled Capacity Reservation and Developer Improvements (see Section 23-31 (2003)).

- (c) Roadways. Owner will construct or cause to be constructed all Roadways and vehicular access areas in accordance with reasonable engineering standards established from time to time by the City based upon the nationally accepted standards found in "A Policy on Geometric Design of Highways and Streets, 7th ed., 2018 American Association of State Highway and Transportation Officials (AASHTO)", commonly known as the "Green Book." All such roadways shall be owned and maintained by the Owner, and eventually by the Association. The Association must have the power to assess its members for the ongoing maintenance of the internal roadways and to impose liens on all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Roadways and vehicular access areas internal to the Project may, but are not required to be, constructed of pervious and semi- pervious materials, such as pervious asphalt, provided that such materials are not lose or frangible, such as gravel. Any portion of a Roadway or vehicle access area constructed on a public right of way, such as the connection apron between an off-site street and the Roadway, shall be constructed of solid material reasonably acceptable to the City. Roadways shall be constructed with a minimum pavement width of 22 feet measured from edge of pavement to edge of pavement, provided, however, that in no event shall a Roadway, in the reasonable judgment of the City, be such that it will not accommodate emergency vehicles, e.g., fire trucks, ambulances.
- (d) Pathways. Sidewalks, paths, trails and other non-vehicular pathways may be constructed of compacted soil, white clay, limestone, concrete, pavers, asphalt and other materials selected by the Owner provided that they are privately maintained. Owner agrees to provide sidewalks of the material and size included in any redevelopment plan associated with the Front Beach Road Community Redevelopment Agency.
- (e) Stormwater/Drainage. All stormwater runoff and drainage system improvements within the Property will be: (i) designated by Owner in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection, (ii) constructed or caused to be constructed by Owner, and (iii) owned and maintained by Owner or the Association, unless dedicated and accepted by the City in the City's sole discretion. The City will not be responsible for any construction or maintenance costs associated with the stormwater/drainage system within the Property. In the event that the onsite stormwater/drainage system is not dedicated to and accepted by the City, in the City's sole discretion, the stormwater drainage system will be owned and maintained by the Owner or the Association which must have the power to assess members of the Association for the ongoing maintenance of the stormwater drainage system, and to impose liens upon all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments.
- (f) Reclaimed Water for Irrigation. Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, retail reclaimed water service for irrigation will be supplied to the Project by the City. Owner will construct or cause to be constructed, all necessary infrastructure for distribution of reclaimed water for irrigation infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection. The infrastructure for distribution of reclaimed water for irrigation infrastructure within the Project will be ultimately owned and maintained by the Owner or the Association unless dedicated to and accepted by the City, in the City's sole discretion. If the infrastructure for distribution of reclaimed

water for irrigation infrastructure is owned and maintained by the Association, the Association must have the power to assess members of the Association for the ongoing maintenance of the infrastructure for distribution of reclaimed water for irrigation infrastructure and to impose liens upon all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Owner's reservation of reclaimed water for irrigation in the Project is conditioned upon Owner purchasing from City an adequate number of taps to service the number of such Units to be constructed.

- (g) Solid Waste Collection. All solid waste collection within the Project will be supplied by private contract, unless the City shall establish a mandatory garbage collection system in which case solid waste collection would then be supplied in accordance with that system.
 - (h) Other Utility Services. All utilities, not otherwise covered in this paragraph 6, including telephone, cable and electricity will be supplied directly by the applicable utility companies. The City will not be responsible for any construction, maintenance or provision of any such utility services. Telephone, cable, and electricity will be scheduled to be supplied to various areas of the Project as improvements are constructed requiring the services.
 - (i) Recreational Facilities. Any recreational areas to be constructed as part of the Project for residents and guests of the Units to be constructed on the Property will be constructed as part of the Project, and constructed or caused to be constructed by the Owner and maintained by the Owner or the Association. The City will not be responsible for providing, constructing or maintaining any of the recreational facilities to be constructed as a part of the Project.
 - (j) Educational Facilities. Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, educational facilities will be supplied to the Project by the Bay District School system. A school impact analysis will be conducted at the time of development order application for residential development.
 - (k) The Parties agree that any new facilities required to serve the Project will be constructed as part of the development. The facilities will serve and will be available concurrent with the impact of development.
7. The Association and Sub-Associations. In addition to the Association, the Owner reserves the right to form, or cause to be formed, homeowners associations, condominium associations or other sub-associations which would be applicable only to certain portions of the Project.
8. Consistency With Comprehensive Plan and the City's Land Use Regulations.
- (a) The City hereby finds and confirms that, subject to this Agreement becoming effective upon final approval of the related and concurrent large scale Plan amendment and rezoning of the Property, the density, intensity, building heights, and all other terms and conditions of development as set forth in this Agreement are consistent with the Panama City Beach Comprehensive Plan and the uses permitted by the City's Land Development Code. During the Term, all development that conforms to this Agreement shall be lawfully conforming development as to height, density and intensity and use, regardless of any later amendments to the building height, density or intensity standards or uses permitted in the Plan, or Land Development Code. Notwithstanding the foregoing, City reserves the right to deny any Development Permit which does not meet

concurrency requirements for roads, potable water, wastewater, solid waste, stormwater or recreation as specified in the Plan.

- b) The Parties acknowledge that the City has adopted a Transportation Concurrency Exception Area ("TCEA") that include the Property. Owner shall be entitled to take full advantage of the TCEA in the same manner as any other property owner, provided that Owner makes any proportionate share payment required from time to time by the City to implement the TCEA.
9. Compliance With All Applicable Permit and Approval Requirements. The Owner hereby acknowledges and agrees that the failure of this Agreement to address a particular permit condition, term, restriction, approval, or requirement with respect to the development of the Project, shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, condition, term, or restriction, or obtaining any applicable permit or approval prior to initiating any part or phase of the development of the Property for which such permit or approval may be required subject in all respects to Owner's right to complete the full development authorized by this Agreement.
10. Timing of Development. The City acknowledges that the most efficient development of the Property depends upon numerous factors, such as market demand, interest rates and competition. Accordingly, the timing and sequencing of development shall be as determined by the Owner consistent with this Agreement.

VII. LOCAL LAWS AND POLICIES

The City's laws and policies governing development of the land at the time of the execution of the development agreement shall govern the development of the land for the duration of the development agreement. However, this Agreement specifically anticipates and provides that the City may apply certain subsequently adopted Land Development Code to the development of the Property, as identified in this Agreement; provided, however, that Owner is entitled to apply for a Development Order and all Development Permits required to carry out the maximum development substantially as described in this Agreement. Other subsequently adopted ordinances and policies may be applied to the development that is the subject of this Agreement as provided in Section 163.3233(2)(a), (b), (c), (d), and (e), Florida Statutes (2019); provided, however, that no subsequently adopted law or policy shall be construed to render any development to which the Owner is entitled under this Agreement or a validly issued Development Order nonconforming during the Term. Nothing set forth in this Section VII shall act to abrogate any rights which may vest in the Owner with respect to the development of the Property pursuant to common law.

VIII. RECORDING AND EFFECTIVE DATE

Within fourteen (14) days after the City executes this Agreement with the Owner, the City shall cause this Agreement to be recorded in the Official Records of Bay County, Florida. A copy of the recorded Agreement shall be submitted to the State Department of Economic Opportunity within fourteen (14) days after the Agreement is recorded. A copy of the recorded Agreement shall also be provided to the Owner. This Agreement shall not be effective until (a) it has been recorded in the Official Records of Bay

County, Florida, and (b) until thirty (30) days have elapsed after this Agreement has been received by the State Department of Economic Opportunity, and (c) the related and concurrent large scale Plan amendment and rezoning of the Property have both become finally effective. If this Agreement does not become effective on or before _____, 2020, it shall terminate, expire and be of no further force and effect. This Agreement shall be binding upon and shall benefit and inure to the successors in interest of the Parties to this Agreement.

IX. ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS

The City acknowledges that the Owner has the right at any time, upon written consent of the City, to assign all, but not less than all, of this Agreement, together with the development rights and obligations established herein, to a third-party owner and developer of the Property, provided that any such assignee third party owner and developer shall be bound to develop the Property in accordance with the provisions of this Agreement. Provided, further, that by executing this Agreement the City consents in advance that Owner may assign all, but not less than all, of this Agreement to any assignee as to which a party to this Agreement is an equity owner in the assignee without prior written consent of the City. The City and the Owner acknowledge that, in accordance with Section 163.3239, Florida Statutes (2019), the burdens of this Agreement and the benefits of this Agreement shall inure to the benefit of and be binding upon all of the successors in interest to the Parties to this Agreement.

X. DISPUTE RESOLUTION

1. Notice of Default. The City agrees to use its best efforts to promptly notify the Owner of any breach of a material covenant under this Agreement, provided that the failure to do so shall not constitute a waiver of the same or of any subsequent breach, or affect any remedy available to the City.
2. Mediation. The Parties will attempt in good faith to resolve by mediation any controversy or claim of any kind or nature arising out of or relating to this Agreement prior to the commencement of any litigation. If the Parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the First Judicial Circuit of the State of Florida, upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within 30 days after the mediator is selected, unless extended for good cause by the mediator. In the event that any such dispute cannot be resolved by mediation after a good faith effort by both Parties, either party may seek relief in the Circuit Court of the Fourteenth Judicial Circuit, in and for Bay County, Florida.
3. Remedies. Following unsuccessful mediation, the affected party shall be entitled to pursue all remedies available at law or in equity as shall be necessary to achieve the intent of this Agreement, including without limitation, the right to obtain specific performance and mandatory injunction, rescission, and the right to such other remedy or remedies as the court having jurisdiction deems appropriate. None of these remedies shall be deemed exclusive of one another or exclusive of any other remedy which the court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, and to the extent necessary to achieve the intent of the Agreement.

4. Upon a breach of a material covenant under this Agreement which also is a violation of a Development Permit issued by the City, the City shall have all rights and remedies accorded to it under general law with respect to such Development Permit. The provisions of this paragraph are cumulative to any other remedy available to the City.
5. Estoppel Certificate. At any time and from time to time, the Owner may request from the City a certificate acknowledging that proposed or constructed facilities, or proposed or finalized documents, comply with specific provisions of this Agreement. Upon the receipt of such request, the City shall have fifteen (15) working days to either issue such certificate or request such additional information or documentation as it may deem appropriate or, necessary to make the requested certificate. In lieu of such additional information or documentation, the Owner may request that the City make stated assumptions in its certificate regarding the matters which would be elicited by such additional information or documentation. Upon receipt of any requested additional information or documentation, or the Owner's request that the City make certain assumptions in lieu of such documentation, the City shall promptly (and in no event more than fifteen (15) working days after such receipt) prepare a certificate stating whether or not the proposed or constructed facilities or the proposed or finalized documents comply with the specified provisions of this Agreement. The City shall be estopped from taking a position inconsistent with such certificate.

XI. NOTICES

Any notices required or elected to be given by either of the Parties pursuant to the terms of this Agreement shall be deemed effectively provided when (1) placed in the United States Mail, Certified Mail Return Receipt Requested, (2) placed in the hands of an overnight delivery service e.g. Federal Express, Airborne Express, (3) telefaxed to Parties, or (4) hand delivered to the Parties at the addresses and telefax numbers provided below.

TO OWNER:

Jorge Gonzalez
Chief Executive Officer
The St. Joe Company
133 South Watersound Parkway
Watersound, Florida 32461
Telephone: (850) 231-6400
Fax (850) 231-6595

WITH A COPY TO:

Elizabeth J. Walters
SVP, General Counsel & Secretary
The St. Joe Company
133 South Watersound Parkway
Watersound, Florida 32461
Telephone: (850) 231-6575
Fax: (850) 231-0694

TO CITY: City of Panama City Beach
Attn: City Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413
Telephone: (850) 233-5100
Fax (850) 233-5108

WITH A COPY TO: Amy E. Myers, City Attorney
16901 Panama City Beach Parkway, 3rd Floor
Panama City Beach, FL 32413
Telephone (850) 769-3434
Fax (850) 769-6121

These addresses may be changed by either of the Parties by written notice to the other party.

XII. MISCELLANEOUS

1. Amendment. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto after notice required by law.

2. Headings. The headings of the sections and paragraphs in this Agreement are for convenience of the reader and do not control the meaning of the provision of this Agreement.

3. Severability. If any provision of this Agreement is declared invalid or unenforceable in a court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.

4. Drafting. Both Parties have participated in the drafting and preparation of this Agreement and the provisions hereof shall not be construed for or against any party by reason of authorship.

5. Cost and Expenses. Simultaneously with the execution of this Agreement, Owner shall pay the City the sum of \$ _____ to cover the City's costs and expenses of entering into this Agreement.

6. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Neither the failure or any delay by any party hereto in exercising any right or power under this Agreement nor any course of dealing between the City, on the one hand, and the Owner or its permitted assignee, on the other hand, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other of further exercise of such right or power or the exercise of any other right or power.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the day and year first written above.

Signed, Sealed and delivered in the presence of:

THE ST. JOE COMPANY

Witness

Print Name _____

By: _____

Name: _____

Title: _____

Witness

Print Name _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2020 by _____ as _____ of THE ST. JOE COMPANY, a Florida corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

[Notary Seal]

THE CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

City Clerk

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2020 by _____ as _____ of THE CITY OF PANAMA CITY BEACH, FLORIDA, a Florida municipal corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

[Notary Seal]

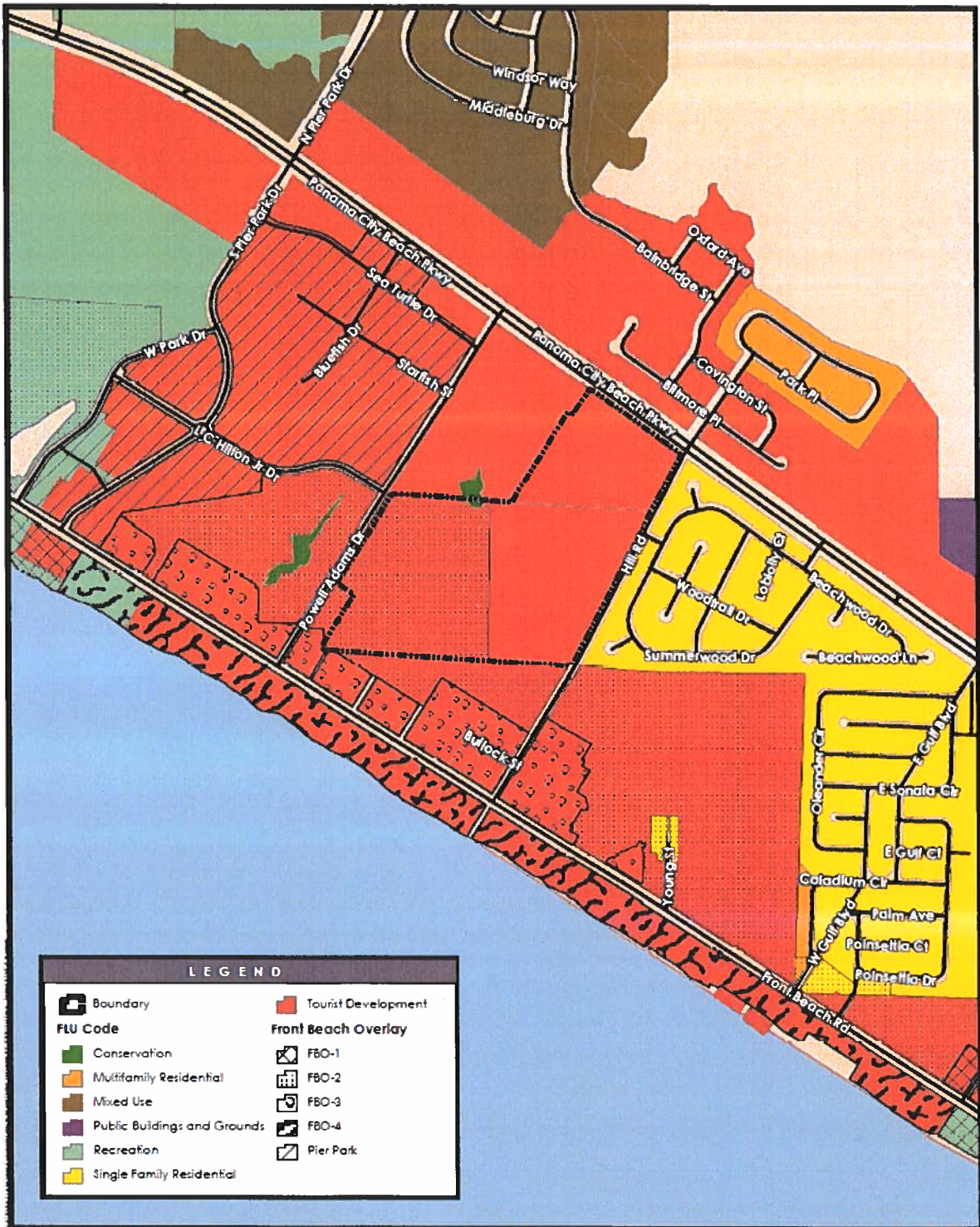
DRAFT

EXHIBIT "A" Legal Description

A PARCEL LYING IN SECTIONS 20 AND 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A NAIL AND DISK (NO. 3961) MARKING THE NORTHEAST CORNER OF WALMART AT PIER PARK EAST SUBDIVISION, AS RECORDED IN PLAT BOOK 24, PAGE 65, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (STATE ROAD 30-A, 200' R/W); THENCE PROCEED SOUTH 54 DEGREES 11 MINUTES 29 SECONDS EAST, ON SAID SOUTH RIGHT OF WAY, FOR A DISTANCE OF 881.90 FEET TO A FOUR INCH SQUARE CONCRETE MONUMENT AND THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF HILL ROAD (66' R/W); THENCE LEAVING SAID SOUTH RIGHT OF WAY, PROCEED SOUTH 27 DEGREES 18 MINUTES 43 SECONDS WEST, ON SAID WEST RIGHT OF WAY, FOR A DISTANCE OF 1,880.28 FEET TO A 5/8 INCH IRON ROD (NO. 7070); THENCE SOUTH 31 DEGREES 43 MINUTES 13 SECONDS WEST, ON SAID WEST RIGHT OF WAY, FOR A DISTANCE OF 16.41 FEET TO A FOUR INCH SQUARE CONCRETE MONUMENT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE LEAVING SAID WEST RIGHT OF WAY, PROCEED NORTH 86 DEGREES 13 MINUTES 56 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 1,894.52 FEET TO A POINT ON THE NORTH LINE OF AQUA CONDOMINIUMS, AS RECORDED IN OFFICIAL RECORDS BOOK 2933, PAGE 1829, OF THE PUBLIC RECORDS OF BAY COUNTY; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTH 57 DEGREES 57 MINUTES 06 SECONDS WEST, ON SAID NORTH LINE AND THE WESTERLY PROJECTION THEREOF, FOR A DISTANCE OF 66.55 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FIRST AVENUE (35' R/W); THENCE SOUTH 32 DEGREES 09 MINUTES 30 SECONDS WEST, ON SAID WEST RIGHT OF WAY, FOR A DISTANCE OF 35.84 FEET TO A 5/8 INCH IRON ROD (NO. 6745) ON THE AFORESAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE LEAVING SAID WEST RIGHT OF WAY, PROCEED NORTH 86 DEGREES 13 MINUTES 56 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 9.87 FEET TO A POINT ON THE EAST LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2540, PAGE 172, OF THE PUBLIC RECORDS OF BAY COUNTY; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTH 00 DEGREES 39 MINUTES 54 SECONDS EAST, ON SAID EAST LINE, FOR A DISTANCE OF 48.01 FEET TO A 5/8 INCH IRON ROD (NO ID.) ON THE SOUTHEASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3557, PAGE 309 OF THE PUBLIC RECORDS OF BAY COUNTY; THENCE LEAVING SAID EAST LINE, PROCEED ALONG THE SOUTHEASTERLY AND NORTHEASTERLY BOUNDARY LINES OF SAID PARCEL AS FOLLOWS: THENCE NORTH 32 DEGREES 18 MINUTES 17 SECONDS EAST, FOR A DISTANCE OF 458.55 FEET TO A 5/8 INCH IRON ROD (NO ID.); THENCE NORTH 57 DEGREES 42 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 160.54 FEET TO A 5/8 INCH IRON ROD (NO ID.) ON THE SOUTHEASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3557, PAGE 309, OF THE PUBLIC RECORDS OF BAY COUNTY; THENCE LEAVING SAID NORTHEASTERLY LINE, PROCEED NORTH 32 DEGREES 18 MINUTES 37 SECONDS EAST, ON SAID SOUTHEASTERLY LINE, FOR A DISTANCE OF 837.78 FEET TO A 5/8 INCH IRON ROD (NO. 3961) MARKING THE SOUTHWEST CORNER OF AFORESAID WALMART AT PIER PARK EAST SUBDIVISION; THENCE LEAVING SAID SOUTHEASTERLY LINE, PROCEED SOUTH 86 DEGREES 00 MINUTES 43 SECONDS EAST, ON THE SOUTH LINE OF WALMART AT PIER PARK EAST SUBDIVISION, FOR A DISTANCE OF 949.13 FEET TO A 5/8 INCH IRON ROD (NO ID.) MARKING THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID SOUTH LINE, PROCEED ALONG THE EAST LINE OF SAID SUBDIVISION AS FOLLOWS: THENCE NORTH 32 DEGREES 18 MINUTES 25 SECONDS EAST, FOR A DISTANCE OF 858.97 FEET TO A 5/8 INCH IRON ROD (NO. 3961); THENCE SOUTH 57 DEGREES 37 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 32.36 FEET TO A 5/8 INCH IRON ROD (NO. 3961); THENCE NORTH 35 DEGREES 23 MINUTES 26 SECONDS EAST, FOR A DISTANCE OF 243.41 FEET TO THE POINT OF BEGINNING. CONTAINING 76.983 ACRES, MORE OR LESS.

EXHIBIT "B" Future Land Use Map – Front Beach Overlay



LEGEND	
	Boundary
	FLU Code
	Conservation
	Multifamily Residential
	Mixed Use
	Public Buildings and Grounds
	Recreation
	Single Family Residential
	Tourist Development
Front Beach Overlay	
	FBO-1
	FBO-2
	FBO-3
	FBO-4
	Pier Park



Stantec is a registered provider of continuing education for landscape architects and interior designers. This course is approved for 1.0 CEU credit. For more information, please contact Stantec at 1-800-451-7243 or visit our website at www.stantec.com.

Pier Park East
 Future Land Use Map - Front Beach Overlay
 January 2020

3033 New Center Blvd, Suite 200
 Tallahassee, FL 32310
 Tel: 904.224.6000

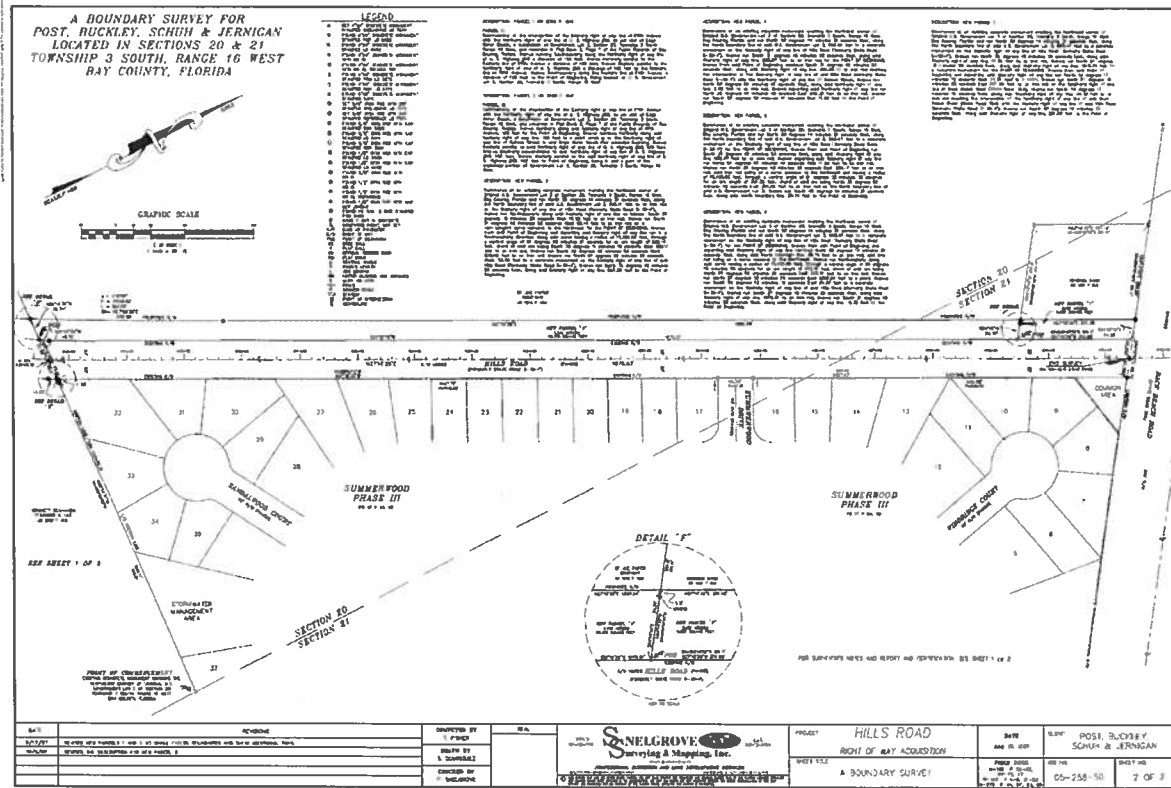
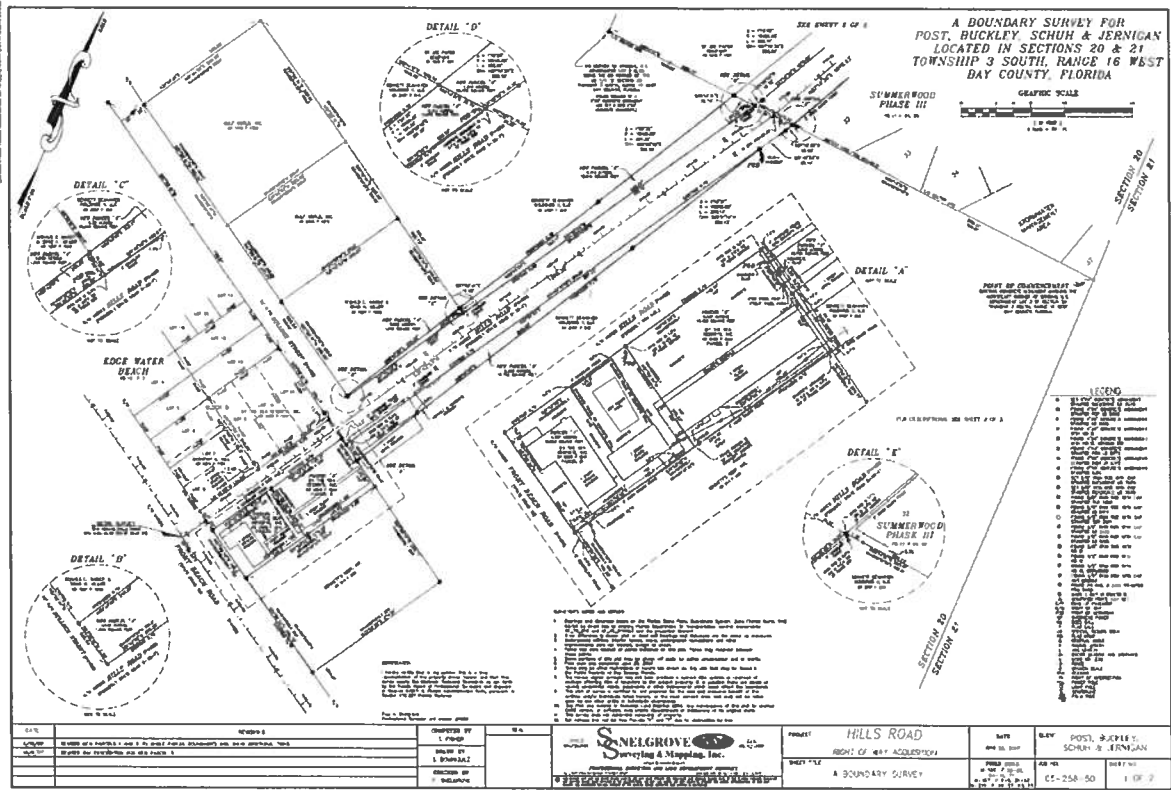


EXHIBIT "C"
 Conceptual Plan



DK

EXHIBIT "D"
Hills Road Potential ROW Expansion



REGULAR ITEM

8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

FINANCE / HOLLY WHITE

2. MEETING DATE:

FEBRUARY 27, 2020

3. REQUESTED MOTION/ACTION:

CONSIDER AMENDING THE CITY'S GENERAL EMPLOYEES' PENSION PLAN TO ALLOW NON-CIVIL SERVICE EMPLOYEES HIRED AFTER OCTOBER 1, 2019 TO VEST AFTER 5 YEARS OF SERVICE.

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No

N/A

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

CITY EMPLOYEES WHO ARE PARTICIPANTS IN THE GENERAL EMPLOYEES' PENSION PLAN CURRENTLY ARE VESTED AFTER TEN YEARS OF SERVICE WITH THE CITY.

DURING THE RECRUITMENT OF A NEW CITY MANAGER, THE CITY'S RECRUITING CONSULTANT NOTED THAT CITY MANAGERS GENERALLY SERVE BETWEEN 5 AND 8 YEARS IN A GIVEN CITY. AS PART OF THE CONTRACT WITH NEW CITY MANAGER, TONY O'ROURKE, THE COUNCIL COMMITTED TO CONSIDER IN GOOD FAITH A CHANGE TO THE CITY'S PENSION PLAN WHICH WOULD ALLOW EMPLOYEES WHO ARE NOT MEMBERS OF CIVIL SERVICE AND HIRED AFTER OCTOBER 1, 2019, TO BECOME VESTED IN THEIR PENSION BENEFITS UPON ACHIEVING FIVE (5) YEARS OF SERVICE WITH THE CITY.

THE CURRENT NON-CIVIL SERVICE POSITIONS WITH THE CITY ARE THE CITY MANAGER, CITY CLERK, AND ASSISTANT TO THE CITY MANAGER.

STAFF BELIEVES THIS WILL STRENGTHEN FUTURE RECRUITMENT OF HIGHLY SKILLED POSITIONS. STAFF HAS SOUGHT AN ACTUARIAL ANALYSIS OF THE FISCAL IMPACT OF THIS CHANGE TO THE CITY'S PLAN AND THE IMPACT ON THE LIABILITY AND CONTRIBUTION TO THE PLAN IS NOMINAL (APPROXIMATELY \$1,200 ANNUALLY).

STAFF REQUESTS DIRECTION FROM THE COUNCIL ON THIS CHANGE. IF RECOMMENDED, AN AMENDMENT TO THE CITY'S PENSION ORDINANCE WILL BE CONSIDERED BY THE GENERAL EMPLOYEES' PENSION BOARD AT ITS MARCH 5, 2020, MEETING.

City of Panama City Beach General Municipal Employees' Pension Plan

Development of Normal Cost for State Minimum Required Contribution

October 1, 2018

	<u>Proposed</u>	<u>Current</u>
1. Number of Participants		
Active	165	165
Terminated with Vested Benefits	4	4
Retirees and Beneficiaries	81	81
Total	250	250
2. Participant's Compensation		
a. Below Normal Retirement Age	\$ 6,166,182	\$ 6,166,182
b. Beyond Normal Retirement Age	867,474	867,474
c. Total	\$ 7,033,655	\$ 7,033,655
3. Present Value of Benefits		
Active	\$ 24,632,010	\$ 24,624,264
Terminated with Vested Benefits	485,344	485,344
Retirees	17,271,135	17,271,135
Total	\$ 42,388,489	\$ 42,380,743
4. Unfunded Actuarial Accrued Liability	\$ 472,377	\$ 472,377
5. Actuarial Value of Assets	\$ 37,047,749	\$ 37,047,749
6. Past Excess Contributions	\$ 53,631	\$ 53,631
7. Present Value of Future Employee Contributions	\$ 3,267,972	\$ 3,267,972
8. Present Value of Future City Normal Costs = (3) – (4) – [(5) – (6)] – (7)	\$ 1,654,022	\$ 1,646,276
9. Present Value of Future Compensation	\$ 44,822,839	\$ 44,822,839
10. Normal Cost Rate = (8) ÷ (9)	3.69%	3.67%
11. Normal Cost = (2a) x (10)	\$ 227,532	\$ 226,299

City of Panama City Beach General Municipal Employees' Pension Plan

State Minimum Required Contribution

October 1, 2018

	Plan Year Ended 9/30/2019	
	<u>Proposed</u>	<u>Current</u>
1. Normal Cost	\$ 227,532	\$ 226,299
2. Amortization of Actuarial Accrued Liability	\$ 85,519	\$ 85,519
3. Interest Adjustment on (1) and (2) for Quarterly Payment	\$ 12,130	\$ 12,083
4. Expenses		
Current Year Estimate Equal to Prior Year's Actual	\$ 97,339	\$ 97,339
Make-up for Shortfall in Prior Year's Estimate	5,461	5,461
Total	\$ 102,800	\$ 102,800
5. Past Excess Contributions plus Interest Adjusted for Quarterly Payment	\$ 55,709	\$ 55,709
6. Minimum Required Contribution by City for Fiscal Year = (1) + (2) + (3) + (4) - (5)	\$ 372,272	\$ 370,992
7. Percent of Participants' Compensation Below Normal Retirement Age*	6.04%	6.02%

* Under a new state interpretation, the actual required contribution is based on this percentage of actual, not estimated, Participants' Compensation Below Normal Retirement Age.

REGULAR ITEM

9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CITY MANAGER / TONY O'ROURKE

2. MEETING DATE:
FEBRUARY 27, 2020

3. REQUESTED MOTION/ACTION:
DISCUSS APPOINTMENTS TO THE CITY'S AUDIT COMMITTEE

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
IN JANUARY, 2020, THE CITY COUNCIL REVISED THE MAKEUP OF THE AUDIT COMMITTEE TO PROHIBIT CITY EMPLOYEES FROM SERVING ON THE COMMITTEE BEYOND AN ADVISORY ROLE. RESOLUTION 20-42 REQUIRES A MEMBER OF THE CITY COUNCIL SERVE AS CHAIR AND THAT THE CITY COUNCIL SELECT FOUR QUALIFIED PERSONS TO SERVE ALONGSIDE THE CHAIR.

AT ITS FEBRUARY 13, 2020 MEETING, THE COUNCIL REQUESTED THAT COUNCILMAN CASTO AND COUNCILMAN MCCONNELL BRING FORTH QUALIFIED CANDIDATES FOR CONSIDERATION.

STAFF REQUESTS THAT THE COUNCIL CONSIDER FOR APPOINTMENT ANY QUALIFIED CANDIDATES BROUGHT FORTH.

REGULAR ITEM

10



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Fire & Rescue/Larry Couch

2. MEETING DATE:

February 27, 2020

3. REQUESTED MOTION/ACTION:

Discussion of Lifeguard Program

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 Oct. 1, 2020, two separate programs, Beach & Surf and Beach Lifeguards were consolidated under the Fire Rescue Department. Beach & Surf, previously under the Police, and Lifeguards working the Pier, previously under Parks & Recreation, have now united as the Beach Safety Division of the Fire Department. Will Spivey, who headed the Beach Lifeguard program, was named Director of this new Division in January. The Division's mission is to save lives -- reduce drownings by proactively educating the public on the dangers of rip currents and encouraging them to adhere to the beach flag warnings.

Presentation will discuss the history of the program; the current state, including the challenges in staffing, resource development, funding, double-red flag enforcement, public-private partnerships, and drownings related to alcohol use; and a prospectus of the next five years. The goal of reduced drownings and rescues can be achieved through continued education, growing career lifeguards, continuation of training firefighters in open-water rescue for emergencies and backup, creating a volunteer ambassador program to help educate beachgoers, building partnerships with private entities to responsibly address a new approach of enhancing the safety of all those enjoying the sandy beach.

REGULAR ITEM

11



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department

2. MEETING DATE:

February 27, 2020

3. REQUESTED MOTION/ACTION:

We respectfully request the Council's approval for discussion of an award grant from the Hero's Program for 150 units of Narcan.

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)

We respectfully request the Council's approval for discussion of the award of a grant from the Hero's program for 150 doses or Narcan to be issued to sworn personnel for use in the community.

REGULAR ITEM

12



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration/Debbie Ward

2. MEETING DATE:

February 27, 2020

3. REQUESTED MOTION/ACTION:

Discuss budget/plans for 50th Anniversary Celebration.

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)

In January the City formed a 50th Anniversary Committee to initiate plans for a celebration in August marking the City's incorporation/merger with the City of West Panama City Beach, Panama City Beach, Longbeach Resort and Edgewater Gulf Beach. The committee has met twice, with assignments given out to members. The group's mission is to mark 50 years of government and celebrate the growth, great quality of life, and the community that is Panama City Beach. We have already launched a middle school essay contest.

The Committee has proposed the following: Close up City Offices at 3 p.m. on Friday, August 7 and have an event at Aaron Bessant Park for current and former employees and their families, to include food, cornhole tournament, specialty item giveaways with 50th Anniversary logo, children's games. The Committee suggests opening the celebration up to the community at 7 p.m., (marketing through Summer Concert Series) as an EXTRA Concert, a free event at Aaron Bessant with a video of recollections/history from past and present officials and employees; recognizing past and present city officials; including an interactive art element that the community would create; presentations/speeches; burying of a time capsule; recognition of middle school essay contest winner; food vendors, alcohol vendor, etc.

\$13k budgeted for celebration. Possible expenses:

Band/light/sound -- \$10k-plus

Fireworks -- \$5k

Time capsule -- in-house

Video -- \$4k

Specialty items -- \$3k

Employee food -- \$2,500

Approximately \$25,000 TOTAL

Sponsorships???? Sell specialty items?



Writing Contest 50th Anniversary City of Panama City Beach

To celebrate the 50th Anniversary of the merger of the City of Panama City Beach, the City of Long Beach Resort, and the Town of Edgewater Gulf Beach with the City of West Panama City Beach, we're having a writing contest for **middle school students on the beach**. Your story must be inspired by the prompt:

You will travel into the future and tell us a story about what you see. Panama City Beach is 50 years old this year. What will it look like 50 years from now in the year 2070? Use your imagination and your creative writing skills to paint a picture of Panama City Beach 50 years into the future. What will the beach look like? How will people get around? What new attractions will you see? Describe how much the beach has changed between 2020 and 2070.

RULES AND ENTRY FORM ON BACK.

DEADLINE TO ENTER IS FRIDAY, MAY 15.

(The contest is also open to those on the beach who are home schooled.)

Writing Contest Rules

- Only one entry per person.
- Fill out the attached entry form.
- Short stories and entry forms must be submitted to jthomas@pcb.gov.
- Deadline is Friday, May 15.
- Limit your story to 500 words.
- Entries must include a title page with title of story, full name of author, grade and school.



Return the bottom portion with your essay.

City of Panama City Beach Writing Contest Entry 50th Anniversary Celebration

Student's Name: _____

School: _____

Grade: _____ Age: _____

Name of Story: _____

\$50 gift cards will be presented to the first, second and third place winners, as well as other prizes. For questions, contact Janine Thomas: jthomas@pcb.gov.