

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: APRIL 9, 2020
MEETING TIME: 6:00 p.m.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – COUNCILMAN CASTO
- III. PLEDGE OF ALLEGIANCE – COUNCILMAN CASTO
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VI. PUBLIC COMMENTS – REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- VII. CONSENT AGENDA
 - 1 *RESOLUTION 20-91, BID AWARD- UTILITIES DEPARTMENT LANDSCAPE MAINTENANCE SERVICES. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Grass Cutters Lawn & Landscape of PC, Inc., for Utilities Department Landscape Maintenance Services in the total annual amount of \$54,905.00.”*
 - 2 **RESOLUTION 20-92, BID AWARD- CRA STREET SWEEPER. “A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Ingram Equipment Company for the purchase of a street sweeper in the basic amount of \$243,412.50.”*
- VIII. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	ML	ORDINANCE 1511, ST. JOE FOUR CORNERS LARGE-SCALE COMP PLAN AMENDMENT, 2 ND READING, <u>PUBLIC HEARING.</u>
2	ML	ORDINANCE 1512, ST. JOE FOUR CORNERS REZONING, 2 ND READING, <u>PUBLIC HEARING</u>
3	TO	ORDINANCE 1516, GULF POWER FRANCHISE, 2 ND READING, <u>PUBLIC HEARING.</u>
4	AS	RESOLUTION 20-77, LANCE DUKE REVENUE CERTIFICATE.
5	LC	RESOLUTION 20-88, BID AWARD- PCB FIRE RESCUE CARDIAC MONITOR/DEFIBRILLATOR.
6	LP	RESOLUTION 20-89, BID AWARD- RECRUITMENT AND TRACKING SERVICES AND BUDGET AMENDMENT #26.
7	DC	RESOLUTION 20-58, PARKING RATES.
8	TO	RESOLUTION 20-94, BID AWARD- WEBSITE REDESIGN.
9	TO	RESOLUTION 20-90, TEMPORARY CITY CLERK CONTRACT.
10	TO	CITY CLERK SEARCH- DISCUSSION.
11	TO	RESOLUTION 20-93, EXTENSION OF COVID-19 CLOSURES.

CONSENT ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

April 9, 2020

3. REQUESTED MOTION/ACTION:

Approve the Agreement with Grass Cutters Lawn & Landscape of PC, Inc. for the estimated annual amount of \$54,905 to perform Utilities Dept. facilities landscape maintenance at the bid unit prices.

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 Utilities Department has several facilities that require ongoing landscape maintenance services. In prior years, those services were performed under a comprehensive contract for all City facilities. Due to individual department needs, each City department has elected to bid contracts separately.

A bid specification was prepared by the Utilities Department and publicly advertised. Only one bidder responded by the advertised date and time of 2 p.m. on March 31, 2020. The bid from Grass Cutters Lawn & Landscape of PC, Inc. was publicly opened at that time and a copy is attached for your reference.

Staff reviewed the bid documents and recommends that the unit price contract be awarded to the lowest responsive bidder, Grass Cutters Lawn & Landscape of PC, Inc. for performing the scheduled services at the bid prices. Note the bidder failed to add the \$5,000 allowance amount for fertilization services. The actual total estimated annualized cost for the 3 year term of the Agreement will be \$54,905. A draft copy of the Agreement with Grass Cutters Lawn & Landscape of PC, Inc. is also attached for reference.

Funds for the project are currently available in the Utility Department budget.

CONSENT
AGENDA ITEM # 1

RESOLUTION 20-91

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GRASS CUTTERS LAWN & LANDSCAPE OF PC, INC. FOR UTILITIES DEPARTMENT LANDSCAPE MAINTENANCE SERVICES IN THE TOTAL ANNUAL AMOUNT OF \$54,905.00.

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 Grass Cutters Lawn & Landscape of PC, Inc., relating to the Utilities Department Landscape Maintenance Services for a 3 year term, in the total annual amount of Fifty Four Thousand, Nine Hundred Five Dollars (\$54,905.00), in substantially the terms and conditions contained in the agreement 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:

City Clerk

UTILITIES DEPARTMENT LANDSCAPE MAINTENANCE SERVICES

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this ___ day of April, 2020 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Grass Cutters Lawn & Landscape of PC, Inc., doing business as a corporation, having a business address of 75020 Nautical Ct., Panama City, FL 32409 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **UTILITIES DEPARMENT LANDSCAPE MAINTENANCE SERVICES**, to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

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

AGREEMENT

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CONSENT
AGENDA ITEM # 1

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. **The agreement shall be for a term of three (3) years commencing April 13, 2020. The City of Panama City Beach will reserve the right to extend the Agreement upon the same terms and conditions for an additional two (2) year period.**

3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the Unit Prices 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"). For the OWNER'S budgetary purposes, the estimated annual value of the Work is \$ 54,905.00. The CONTRACTOR shall invoice the OWNER monthly in arrears for contracted Work performed the prior month.

4. 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 00080	NOTICE OF AWARD

AGREEMENT

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CONSENT
AGENDA ITEM # 1

Section 00090 NOTICE TO PROCEED
Section 00095 DRUG FREE WORKPLACE
Section 00097 PUBLIC ENTITY CRIMES
Section 00099 CERTIFICATE OF INSURANCE
Section 00100 GENERAL CONDITIONS
Section 01010 SUMMARY OF WORK

ADDENDA :

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".

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

AGREEMENT

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AGENDA ITEM # 1

directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Parkway

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

If to Contractor:

ATTENTION: _____
Fax No.: _____

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

9. 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.
10. 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.
11. Should any provision of the Agreement be determined by a court with

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AGENDA ITEM # 1

jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

12. 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.

13. 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 Al Shortt, Utilities Director.

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

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

AGREEMENT

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CONSENT
AGENDA ITEM # 1

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, 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
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EXCESS OR UMBRELLA LIABILITY COVERAGE

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

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

AGREEMENT

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CONSENT
AGENDA ITEM # 1

(SEAL)

OWNER:

ATTEST:

BY: CITY OF PANAMA CITY BEACH,
FLORIDA

City Clerk

NAME: TONY O'ROURKE
(Please type)

TITLE: CITY MANAGER

CONTRACTOR:

ATTEST:

BY: GRASS CUTTERS LAWN &
LANDSCAPING OF PC, INC.

NAME: ROBERTA LAWRENCE
(Please Type)

NAME _____
(Please Type)

ADDRESS: 75020 NAUTICAL CT.,
PANAMA CITY, FL 32409

[END OF SECTION 00050]

AGREEMENT

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Consent
AGENDA ITEM # 1

UTILITIES DEPARTMENT LANDSCAPE MAINTENANCE SERVICES

SECTION 00030

BID PROPOSAL FORM

This proposal of Thasolutter Lawn & Landscaping of LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Fl., doing business as _____ (a corporation, a partnership or an individual), whose Florida contractor's license number is N/A is hereby submitted to the **CITY OF PANAMA CITY BEACH** (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **Utilities Department Landscape Maintenance Services** in strict accordance with the **CONTRACT DOCUMENTS**, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under the **CONTRACT DOCUMENTS** within ten (10) calendar days after the **NOTICE TO PROCEED** to be issued by Owner in writing and achieve Substantial Completion of the WORK within 3 years consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of _____ \$ _____ for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BID PROPOSAL FORM

00030-1

CONSULT
AGENDA ITEM # 1

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. _____
Addendum No. _____
Addendum No. _____

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum: \$ 49,905. forty nine thousand nine hundred five dollars.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS according to the following schedule:

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BID SCHEDULE

1. Joan Avenue Lift Station (Exhibit A)

	Unit Cost:	Times Per Year:	Per Year Cost:
A. Grass Cutting	\$ <u>35.</u>	<u>34</u>	\$ <u>1190.</u>
B. Edging & Trimming - Turf	\$ <u>35.</u>	<u>34</u>	\$ <u>1190.</u>
C. Pruning & Trimming – Shrubs/Trees	\$ <u>270.</u>	<u>3</u>	\$ <u>810.</u>
D. Fertilization – Shrubs/Trees	\$ <u>80.</u>	<u>2</u>	\$ <u>160.</u>
E. Fertilization – Turf	\$ <u>80.</u>	<u>3</u>	\$ <u>240.</u>

2. West Bay Tank Site (Exhibit B)

	Unit Cost:	Times Per Year:	Per Year Cost:
A. Grass Cutting	\$ <u>65.</u>	<u>34</u>	\$ <u>2210.</u>
B. Edging & Trimming - Turf	\$ <u>120.</u>	<u>34</u>	\$ <u>4080.</u>
C. Pruning & Trimming – Shrubs/Trees	\$ <u>N/A</u>	<u>3</u>	\$ <u>N/A</u>
D. Fertilization – Shrubs/Trees	\$ <u>N/A</u>	<u>2</u>	\$ <u>N/A</u>
E. Fertilization – Turf	\$ <u>400.</u>	<u>3</u>	\$ <u>1200.</u>

3. McElvey Tank Site (Exhibit C)

	Unit Cost:	Times Per Year:	Per Year Cost:
A. Grass Cutting	\$ <u>100.</u>	<u>34</u>	\$ <u>3400.</u>
B. Edging & Trimming - Turf	\$ <u>135.</u>	<u>34</u>	\$ <u>4590.</u>
C. Pruning & Trimming – Shrubs/Trees	\$ <u>N/A</u>	<u>3</u>	\$ <u>N/A</u>
D. Fertilization – Shrubs/Trees	\$ <u>N/A</u>	<u>2</u>	\$ <u>N/A</u>
E. Fertilization – Turf	\$ <u>400.</u>	<u>3</u>	\$ <u>1200.</u>

4. Wastewater Treatment Plant #1 (Exhibit D)

	Unit Cost:	Times Per Year:	Per Year Cost:
A. Grass Cutting	\$ <u>150.</u>	<u>34</u>	\$ <u>5100.</u>
B. Edging & Trimming - Turf	\$ <u>300.</u>	<u>34</u>	\$ <u>10200.</u>
C. Pruning & Trimming – Shrubs/Trees	\$ <u>720.</u>	<u>3</u>	\$ <u>2160.</u>
D. Fertilization – Shrubs/Trees	\$ <u>120.</u>	<u>2</u>	\$ <u>240.</u>
E. Fertilization – Turf	\$ <u>600.</u>	<u>3</u>	\$ <u>1800.</u>

BID PROPOSAL FORM

00030-3

CONSULT
AGENDA ITEM # 1

5. Reclaimed Tank Site (Exhibit E)

	Unit Cost:	Times Per Year:	Per Year Cost:
A. Grass Cutting	\$ <u>75.</u>	<u>34</u>	\$ <u>2550.</u>
B. Edging & Trimming - Turf	\$ <u>160.</u>	<u>34</u>	\$ <u>5440.</u>
C. Pruning & Trimming – Shrubs/Trees	\$ <u>135.</u>	<u>3</u>	\$ <u>405.</u>
D. Fertilization – Shrubs/Trees	\$ <u>120.</u>	<u>2</u>	\$ <u>240.</u>
E. Fertilization – Turf	\$ <u>500</u>	<u>3</u>	\$ <u>1500.</u>

Fungicide, Pesticide and Herbicide (Annual Allowance) \$ 5,000.00

Base Bid (Typical Annualized Cost) \$ 49,905.
(sum of all)

NOTE:

1. BIDS shall be on the basis of unit price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
2. Bid unit prices and quantities, shall be applicable for any revisions to the WORK (either additions or omissions). In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
3. The OWNER reserves the right to reject any and all bids received.
4. Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.
5. By submitting this BID, the BIDDER, is deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER does agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

Bidder's Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

As required, the following documents are submitted with this Bid Proposal:

1. Bid Bond – Section 00040
2. Drug-Free Workplace Programs – Section 0095
3. Public Entity Crimes Statement – Section 00097
4. Certificates of Insurance – Section 00099
5. All acknowledged Addenda

CONTRACTOR:

Sharon G. Thurston, President of RAC

Address

7520 Nautical Ct Panama City FL 32409

850 230-0575

Phone Number

March 30, 2020

Date

[END OF SECTION 00030]

BID PROPOSAL FORM

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CONSENT
AGENDA ITEM # 1

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/ Kelly Jenkins

2. MEETING DATE:

04/09/2020

3. REQUESTED MOTION/ACTION:

Approve the purchase of one (1) Street Sweeper for the CRA Department in the amount of \$243,412.50.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City currently does not own a Street Sweeper. Staff allocated one (1) Street Sweeper in the CRA budget to allow for more efficient maintenance of roads and storm drain systems. In addition, it helps aid in the compliance of the National Pollution Discharge Elimination System (NPDES). Staff advertised for bids and 3 bids were received on March 23, 2020 at 2pm. The only bid deemed responsive was from Ingram Equipment Company in the amount of \$243,412.50.(see attached bid tabulation).

The CRA Department has sufficient funds budgeted in the current fiscal year for this purchase. Therefore, staff recommends purchasing this equipment from Ingram Equipment Company in the amount of \$243,412.50.

Consent
AGENDA ITEM # 2

RESOLUTION 20-92

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH INGRAM EQUIPMENT COMPANY FOR THE PURCHASE OF A STREET SWEEPER IN THE BASIC AMOUNT OF \$243,412.50.

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 Ingram Equipment Company, relating to the purchase of a street sweeper, in the basic amount of Two Hundred Forty Three Thousand, Four Hundred Twelve Dollars and Fifty Cents (\$243,412.50), on substantially the terms and conditions contained in the quote attached and presented to the Council today, draft dated March 18, 2020, 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:

City Clerk

IEC Ingram Equipment Company

11 MONROE DRIVE
 PELHAM, AL 35184
 800.748.8783

CUSTOMER	CITY OF PANAMA CITY BEACH	Contractor:	INGRAM EQUIPMENT COMPANY, LLC
CONTACT		Prepared By:	JEFF MARTIN
PHONE/FAX		Salesman:	STEVE CHURCHARD
CITY, STATE	PANAMA CITY BEACH, FLORIDA		
DATE	3/18/20	Quote Expires in 30 Days	

QTY.	DESCRIPTION	QTY.	DESCRIPTION
1	TYMCO 600 SWEEPER		
	DUAL GUTTER BROOMS		AUTO SWEEP INTERRUPT
	RH GUTTER BROOM TILT ADJUSTER		PICKUP HEAD 6" CLEANOUT PORT
	VARIABLE SPEED GUTTER BROOM - RH & LH		PICKUP HEAD CURTAIN LIFTER
	WOPPER WATER NOZZLE		AUXILIARY HAND HOSE W/HYDR. BOOM ASSIST
	RH GUTTER BROOM WATER NOZZLE		AUXILIARY HYDRAULICS
	COMDEX EXTRA WATER CAPACITY - 330 GAL TOTAL		AUXILIARY HAND HOSE EXTENSION
	HI/LOW PRESSURE WASH DOWN SYSTEM		STAINLESS STEEL BOLT-ON BLOWER HOUSING
	HIGH OUTPUT WATER		STAINLESS STEEL HOPPER & DUST SEPARATOR
	HYDRANT WRENCH		MAGNET ASSY, LIGHT DUTY, BUMPER MOUNTED 96"
	ABRASION PROTECTION PACKAGE		DUAL CAMERA (REAR & PICKUP HEAD RH)
	DUMP SWITCH IN CAB		FIVE (5) LED FLOOD LIGHTS
	HOPPER DELUGE SYSTEM		RH & LH GB, (2) REAR HOPPER, (1) PICKUP HEAD
	HOPPER SUCTION INLET W/SUCTION THROAT LINER		PAINT: WHITE

QTY	DESCRIPTION	TYMCO 600 USERS	
1	2020 INTERNATIONAL 4300 ISB, 31,000LB 2-SPD REAR	1.	City of Enterprise, Alabama
	LED LIGHTS - STOP/TURN/TAIL/CLEARANCE/SIDE MARKERS	2.	City of Callaway, Florida
	TWO (2) PARABOLIC MIRROR HEAD - 12"	3.	City of Dompollis, Alabama
	TRAFFIC DIRECTING LIGHT - ARROWSTICK LED	4.	City of Prattville, Alabama
	PAINT: WHITE	5.	City of Gulf Shores, Alabama

Subtotal A: \$ 243,412.50

B. FREIGHT/DELIVERY			
	F.O.B. POINT	PANAMA CITY BEACH, FL	INCLUDED
			Subtotal B: \$ 243,412.50

C. Discounts/Credits (Trade-in, etc.)

Subtotal E: \$ -

TOTAL LESS TAXES			\$ 243,412.50
TAXABLE AMOUNT	\$	-	
STATE	0.000%		\$ -
COUNTY	0.000%		\$ -
CITY	0.000%		\$ -
F.E.T.	12.00%		\$ -
TOTAL WITH TAXES			\$ 243,412.50
			x 1
TOTAL NET DELIVERED			\$ 243,412.50

Customer Signature:	Comments: Net at Delivery
Customer PO #	
Date:	

Consent
 AGENDA ITEM # 2

**PUBLIC WORKS
 BID OPENING MARCH 23, 2020 - 2:00 PM**

BIDDER	ADDRESS	Add#1	Lump Sum Total
Pat's Pump & Blower	2141 West Church Street <u>Orlando, Florida 32805</u>	NO	\$209,420.00
Ingram Equipment	11 Monroe Drive <u>Pelham, Al. 35129</u>	YES	\$243,412.50
Tractor & Equipment Company	3305 Hwy 77 <u>Panama City, Florida 32905</u>	NO	\$243,597.00 304
			\$232,597.00 C12

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AGENDA ITEM # 2

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
APRIL 9, 2020

3. REQUESTED MOTION/ACTION:
HOLD PUBLIC HEARING AND SECOND READING ON ORDINANCE 1511 AMENDING THE FUTURE LAND USE MAP TO MIXED USE FOR 81.9 ACRES LOCATED ALONG THE WEST SIDE OF HIGHWAY 79.

4. AGENDA

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

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The 81 acre parcel that is subject to the proposed amendment is owned by the St. Joe Company, and is a portion of a larger 281 acre parcel. The larger parcel is already designated as Mixed Use on the City's Future Land Use Map, and approval of the request will allow the St. Joe Company to unify the development under one Master Planned PUD.

The Planning Board considered the request at their December 11, 2019 meeting and recommended approval. The City Council held a public hearing on January 9, 2020, approving the Ordinance's transmittal to the State for review. There were no comments received that warranted modification of the proposed ordinance.

Notice was timely published of the April 9, 2020 public hearing in the News Herald which included language regarding the use of the GotoWebinar for the virtual meeting due to COVID-19 social distancing. The ordinance may be adopted at the conclusion of the public hearing.

ORDINANCE NO 1511

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE "2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF THE ST. JOE COMPANY TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED USE; DESIGNATING FOR MIXED LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 81.9 ACRES; SAID PARCEL LOCATED ALONG THE WEST SIDE OF HIGHWAY 79 AT THE NORTHERN CITY BOUNDARY, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; THE PARCEL IS A PORTION OF PARCEL ID 32720-010-000; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCEL FOR MIXED LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, The St. Joe Company (the "Applicant") submitted an application requesting an amendment to the Comprehensive Plan; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on December 11, 2019, and recommended approval of the request; and

WHEREAS, on January 9, 2020, the City Council conducted a properly noticed transmittal hearing as required by Section 163.3184, Florida Statutes, and on January 13, 2020, transmitted the proposed designation to the Florida Department of Economic Opportunity; and

WHEREAS, on April 9, 2020 as required by Section 163.3184, Florida Statutes, the City Council conducted a properly noticed adoption hearing and adopted this Ordinance in the course of that hearing; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designation for the subject parcel has been met.

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

SECTION 1. The following described parcel of real property situated within the municipal limits of the City of Panama City Beach, Florida, is designated for Mixed land use under the Comprehensive Plan, to wit,

SEE ATTACHED AND INCORPORATED EXHIBIT "A" and the City's Future Land Use Map is amended accordingly.

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

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

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

Mike Thomas, Mayor

ATTEST:

City Clerk

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

Mike Thomas, Mayor

PUBLISHED in the Panama City News Herald on the 23rd day of December, 2019, and the, and the 1st day of April, 2020.

POSTED on pcbgov.com on the _____ day of _____, 2020.

City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

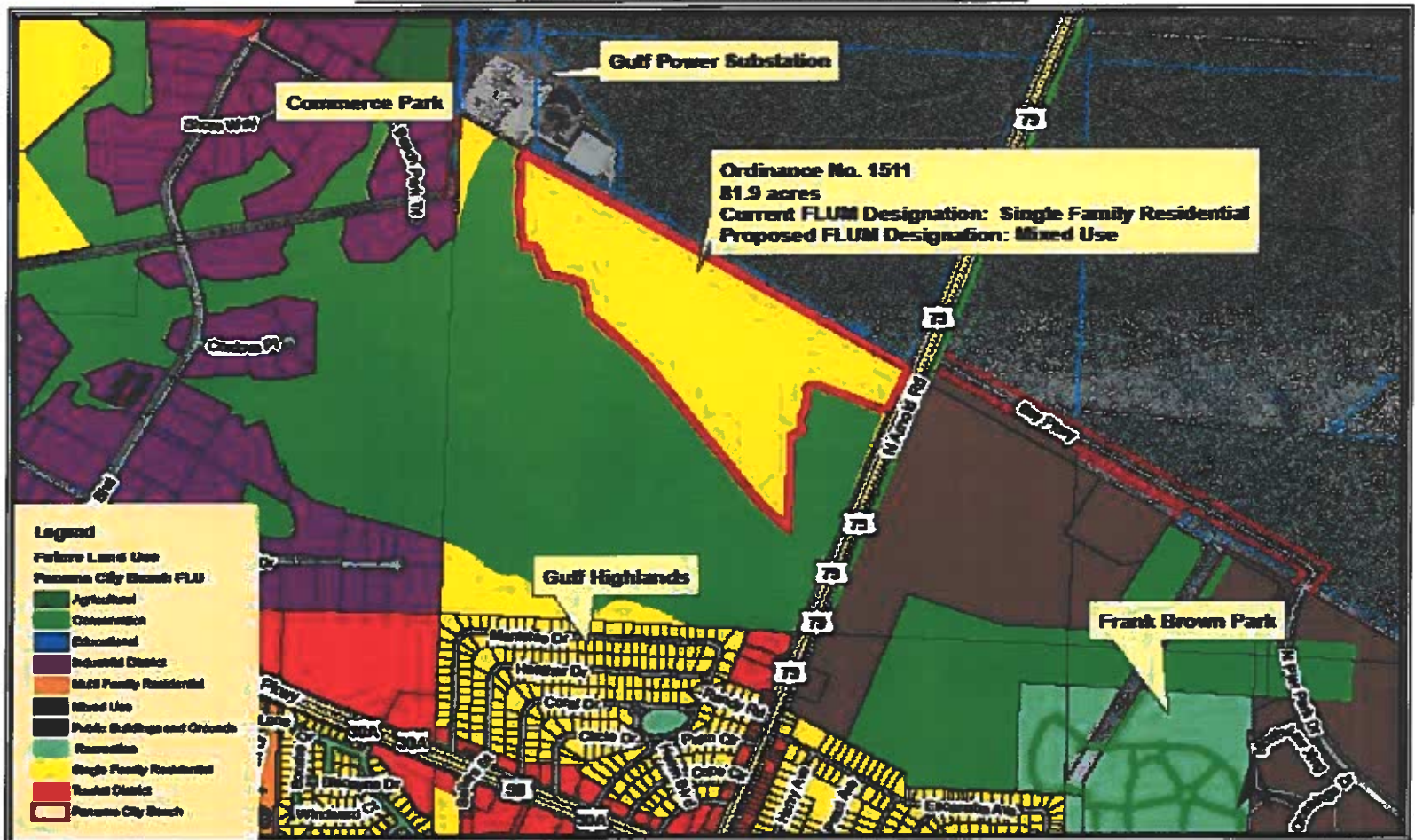
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 88 DEGREES 53 MINUTES 02 SECONDS WEST, ALONG THE NORTH BOUNDARY LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 1,443.94 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 79 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT OF WAY MAP F.P. NO. 2180031 (SAID MAP ON BEING ON FILE AT F.D.O.T. DISTRICT 3 OFFICE IN CHIPLEY FLORIDA); THENCE SOUTH 21 DEGREES 18 MINUTES 10 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 232.00 FEET TO A POINT THE SOUTHWESTERLY RIGHT OF WAY LINE OF A 100 FOOT GULF POWER COMPANY ELECTRIC TRANSMISSION LINE REFERRED TO AS THE LAGUNA BEACH - LONG BEACH TRANSMISSION LINE AS RECORDED IN DEED BOOK 153, PAGE 687 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 21 DEGREES 18 MINUTES 10 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 385.87 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE PROCEED NORTH 65 DEGREES 46 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 188.74 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 489.57 FEET; THENCE SOUTH 44 DEGREES 22 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 83.64 FEET; THENCE SOUTH 03 DEGREES 46 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 183.28 FEET; THENCE SOUTH 23 DEGREES 34 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 120.52 FEET; THENCE SOUTH 10 DEGREES 50 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 107.82 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 107.82 FEET; THENCE SOUTH 08 DEGREES 13 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 78.30 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 41 SECONDS WEST, FOR A DISTANCE OF 772.45 FEET; THENCE NORTH 41 DEGREES 30 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 831.87 FEET; THENCE NORTH 37 DEGREES 11 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 1,231.48 FEET; THENCE NORTH 33 DEGREES 05 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 113.40 FEET; THENCE NORTH 45 DEGREES 33 MINUTES 14 SECONDS WEST, FOR A DISTANCE OF 632.70 FEET; THENCE NORTH 18 DEGREES 01 MINUTE 25 SECONDS WEST, FOR A DISTANCE OF 97.71 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 111.20 FEET; THENCE NORTH 31 DEGREES 45 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 78.04 FEET; THENCE NORTH 70 DEGREES 58 MINUTES 01 SECOND WEST, FOR A DISTANCE OF 103.44 FEET; THENCE NORTH 73 DEGREES 41 MINUTES 38 SECONDS WEST, FOR A DISTANCE OF 125.46 FEET; THENCE SOUTH 78 DEGREES 31 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF 91.72 FEET; THENCE NORTH 21 DEGREES 34 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 190.73 FEET; THENCE NORTH 04 DEGREES 28 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 63.25 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 127.33 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 15 SECONDS WEST, FOR A DISTANCE OF 237.44 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 03 SECONDS EAST, FOR A DISTANCE OF 183.10 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 02 SECONDS EAST, FOR A DISTANCE OF 184.77 FEET; THENCE NORTH 02 DEGREES 44 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 159.79 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 91.81 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF A 100 FOOT GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY AS FOLLOWS: SOUTH 58 DEGREES 03 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 111.68 FEET; THENCE CONTINUE SOUTH 98 DEGREES 03 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 3,420.68 FEET; THENCE SOUTH 58 DEGREES 39 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 247.24 FEET TO THE POINT OF BEGINNING.
CONTAINING 81.976 ACRES, MORE OR LESS.

Agenda Item No. 1

Ordinance No. 1511

- ▶ St. Joe Four Corners
- ▶ Large-Scale Future Land Use Map Amendment Request

Ordinance No. 1511
Future Land Use Map Amendment Request



Prepared by The
 City of Panama City Beach
 Planning Department

AGENDA ITEM # 1

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
APRIL 9, 2020

3. REQUESTED MOTION/ACTION:
HOLD PUBLIC HEARING AND SECOND READING ON ORDINANCE 1512 AMENDING THE ZONING MAP FROM R-1A TO PUD FOR 81.9 ACRES LOCATED ALONG THE WEST SIDE OF HIGHWAY 79.

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 81 acre parcel that is subject to the proposed amendment is owned by the St. Joe Company, and is a portion of a larger 281 acre parcel. The larger parcel is already designated as PUD on the City's Zoning Map, and approval of the request will allow the St. Joe Company to unify the development under one Master Planned PUD.

The City's Land Development Code provides for the creation of a PUD district through the simultaneous approval of a rezoning (which is accomplished by final action of the Council), and the PUD Master Plan (which is accomplished by final action of the Planning Board).

The Planning Board considered the rezoning request at their December 11, 2019 meeting and recommended approval. The Planning Board is scheduled to consider the PUD Master Plan at a public hearing on April 8, 2020.

Notice was timely published of the April 9, 2020 public hearing in the News Herald which included language regarding the use of the GotoWebinar for virtual meeting due to COVID-19 social distancing. The ordinance may be adopted at the conclusion of the public hearing, provided the Planning Board approves the Master Plan at their meeting on April 8, 2020.

ORDINANCE NO 1512

AN ORDINANCE REZONING FROM R1-A TO PLANNED UNIT DEVELOPMENT (PUD) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 81.9 ACRES; LOCATED ALONG THE WEST SIDE OF HIGHWAY 79 AT THE NORTHERN CITY BOUNDARY, A PORTION OF PARCEL ID 32720-010-000, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, The St. Joe Company, the owner of real property designated herein, has initiated this ordinance by filing a petition praying that said real property, being more particularly described below be rezoned from R1-A to Planned Unit Development (PUD); and

WHEREAS, this ordinance changes only the zoning map designation of the real property described herein; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on December 11, 2019, and recommended approval of the rezoning request; and

WHEREAS, Section 4.02.05.F of the City's Land Development Code provides that a PUD district shall be created by the rezoning of property and the simultaneous approval of a PUD Master Plan for the entire area rezoned; and

WHEREAS, the Panama City Beach Planning Board reviewed the proposed Master Plan, conducted a public hearing on April 8, 2020, and approved the proposed Master Plan; and

WHEREAS, the City Council conducted public hearings on January 9, 2020 and April 9, 2020; and

WHEREAS, after consideration of staff's evidence adduced in a properly advertised public hearing conducted on April 9, 2020, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

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

SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is rezoned from R1-A to Planned Unit Development (PUD),

SEE ATTACHED AND INCORPORATED EXHIBIT "A"
and the City's Zoning Map is amended accordingly.

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

SECTION 3. This ordinance shall take effect immediately upon passage, and the land use changes approved herein shall take effect upon, and only upon:

- a) adoption by the City Council of Ordinance 1511 adopting a comprehensive plan amendment respecting the lands which are the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law; and
- b) approval by the Planning Board of a Master Plan which included all of the property described herein.

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

Mike Thomas, Mayor

ATTEST:

City Clerk

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

Mike Thomas, Mayor

PUBLISHED in the Panama City News Herald on the 23rd day of December, 2019, and the 1st day of April, 2020.

POSTED on pcbgov.com on the _____ day of _____, 2020.

City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

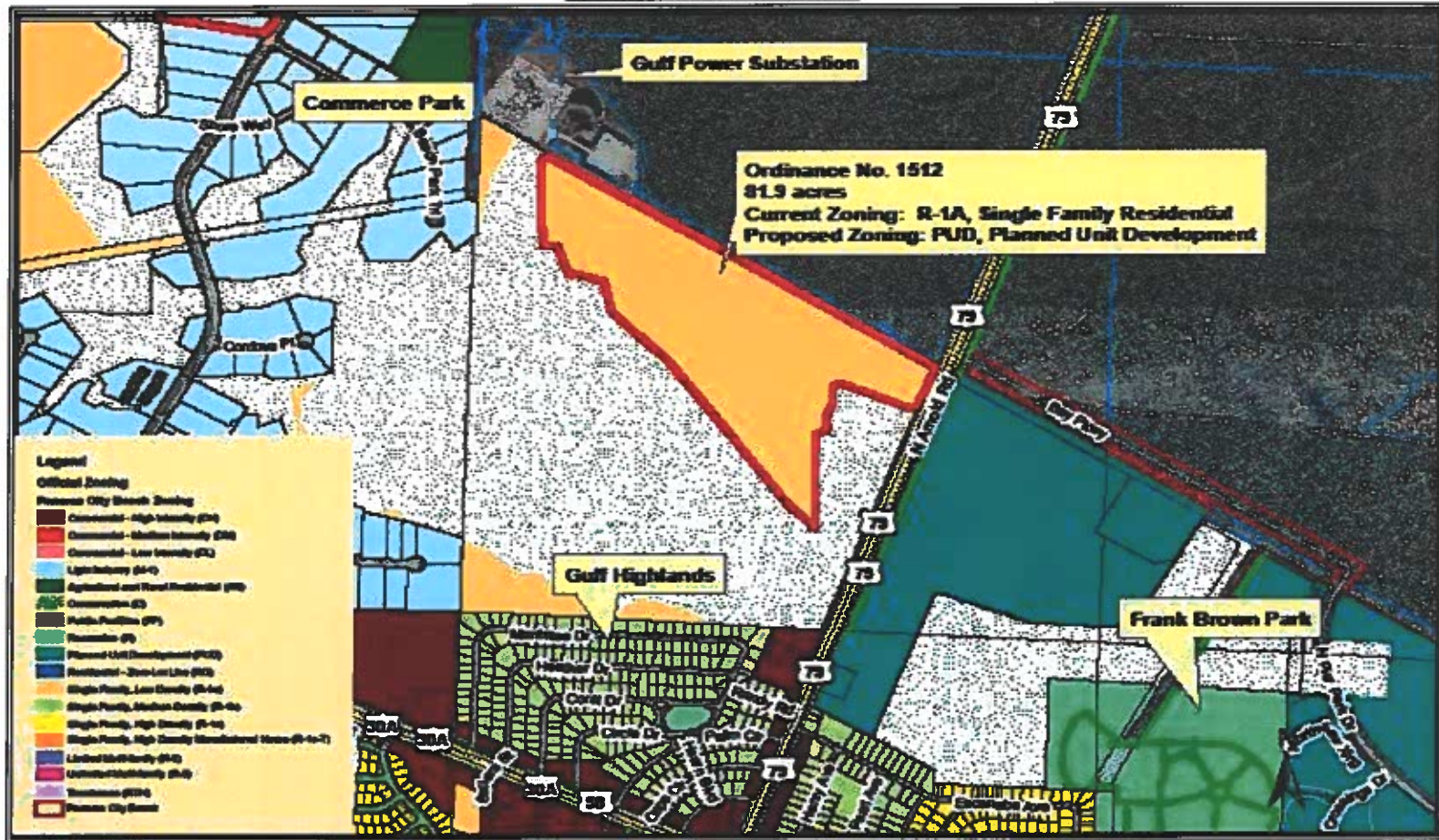
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 86 DEGREES 53 MINUTES 02 SECONDS WEST, ALONG THE NORTH BOUNDARY LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 1,443.94 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 79 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT OF WAY MAP F.P. NO. 2180031 (SAID MAP ON BEING ON FILE AT F.D.O.T. DISTRICT 3 OFFICE IN CHIPLEY FLORIDA); THENCE SOUTH 21 DEGREES 18 MINUTES 10 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 232.00 FEET TO A POINT THE SOUTHWESTERLY RIGHT OF WAY LINE OF A 100 FOOT GULF POWER COMPANY ELECTRIC TRANSMISSION LINE REFERRED TO AS THE LAGUNA BEACH - LONG BEACH TRANSMISSION LINE AS RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 21 DEGREES 18 MINUTES 10 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 385.87 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE PROCEED NORTH 65 DEGREES 46 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 188.74 FEET; THENCE NORTH 67 DEGREES 31 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 489.57 FEET; THENCE SOUTH 44 DEGREES 22 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 83.64 FEET; THENCE SOUTH 03 DEGREES 46 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 163.29 FEET; THENCE SOUTH 23 DEGREES 34 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 120.52 FEET; THENCE SOUTH 10 DEGREES 50 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 107.82 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 107.82 FEET; THENCE SOUTH 06 DEGREES 13 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 78.30 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 41 SECONDS WEST, FOR A DISTANCE OF 772.45 FEET; THENCE NORTH 41 DEGREES 30 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 631.87 FEET; THENCE NORTH 37 DEGREES 11 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 1,231.49 FEET; THENCE NORTH 33 DEGREES 05 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 113.40 FEET; THENCE NORTH 45 DEGREES 33 MINUTES 14 SECONDS WEST, FOR A DISTANCE OF 632.70 FEET; THENCE NORTH 18 DEGREES 01 MINUTE 25 SECONDS WEST, FOR A DISTANCE OF 97.71 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 111.20 FEET; THENCE NORTH 31 DEGREES 45 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 78.04 FEET; THENCE NORTH 70 DEGREES 58 MINUTES 01 SECOND WEST, FOR A DISTANCE OF 103.44 FEET; THENCE NORTH 73 DEGREES 41 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 125.46 FEET; THENCE SOUTH 76 DEGREES 31 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF 51.72 FEET; THENCE NORTH 21 DEGREES 34 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 190.73 FEET; THENCE NORTH 04 DEGREES 28 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 63.25 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 127.33 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 15 SECONDS WEST, FOR A DISTANCE OF 237.44 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 03 SECONDS EAST, FOR A DISTANCE OF 183.10 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 02 SECONDS EAST, FOR A DISTANCE OF 184.77 FEET; THENCE NORTH 02 DEGREES 44 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 159.79 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 91.61 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF A 100 FOOT GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY AS FOLLOWS: SOUTH 58 DEGREES 03 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 111.66 FEET; THENCE CONTINUE SOUTH 58 DEGREES 03 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 3,420.66 FEET; THENCE SOUTH 58 DEGREES 39 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 247.24 FEET TO THE POINT OF BEGINNING. CONTAINING 81.976 ACRES, MORE OR LESS.

Agenda Item No. 2

Ordinance No. 1512

- ▶ St. Joe Four Corners
- ▶ Rezoning Request from R-1A (Single Family Residential) to PUD (Planned Unit Development)

Ordinance No. 1512 Rezoning Request



0 330 660 1,320 1,980 2,640 Feet



Prepared by The
City of Panama City Beach
Planning Department

AGENDA ITEM #

2

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION/LEGAL

2. MEETING DATE:

APRIL 9, 2020

3. REQUESTED MOTION/ACTION:

HOLD PUBLIC HEARING AND SECOND READING OF ORDINANCE RENEWING FRANCHISE AGREEMENT WITH GULF POWER.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

THE CITY'S 15-YEAR FRANCHISE AGREEMENT WITH GULF POWER EXPIRED IN MARCH 2016. THE CITY APPROVED AN INTERIM AGREEMENT AS A LONGER-TERM AGREEMENT WAS NEGOTIATED.

THE PROPOSED AGREEMENT DIFFERS SIGNIFICANTLY FROM THE FORM OF THE PRIOR FRANCHISE, THOUGH IT ALIGNS MORE CLOSELY WITH NEXTERA FRANCHISES ENTERED THROUGHOUT THE STATE. THE 30-YEAR FRANCHISE PROPOSED MAINTAINS THE CURRENT FRANCHISE RATE OF 5%, THOUGH ALLOWS FOR MODIFICATION OF THIS RATE IN CERTAIN CIRCUMSTANCES. THE AGREEMENT DOES NOT PROVIDE FOR THE CITY'S BUYOUT OF THE UTILITY.

THE CITY COUNCIL HELD A PUBLIC HEARING ON MARCH 12, 2020 APPROVING THE ORDINANCE. NOTICE WAS TIMELY PUBLISHED OF THE APRIL 9, 2020 PUBLIC HEARING IN THE NEWS HERALD WHICH INCLUDED LANGUAGE REGARDING THE USE OF THE GOTOWEBINAR FOR VIRTUAL MEETING DUE TO COVID-19 SOCIAL DISTANCING. THE ORDINANCE MAY BE ADOPTED AT THE CONCLUSION OF THE PUBLIC HEARING.

ORDINANCE NO. 1516

AN ORDINANCE GRANTING TO GULF POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO PANAMA CITY BEACH, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of Panama City Beach, Florida recognizes that Panama City Beach and its citizens need and desire the continued benefits of electric service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and Panama City Beach does not desire to undertake to provide such services; and

WHEREAS, Gulf Power Company (Gulf Power) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, Gulf Power and Panama City Beach are parties to an existing franchise agreement, the terms of which are set forth in Panama City Beach Ordinance No. 714 granting to Gulf Power, its successors and assigns, an electric franchise ("Current Franchise Agreement"); and

WHEREAS, Gulf Power and Panama City Beach desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to Panama City Beach in exchange for the nonexclusive right and privilege of supplying electricity and other

services within Panama City Beach free of competition from Panama City Beach, pursuant to certain terms and conditions, and

WHEREAS, the City Council of Panama City Beach deems it to be in the best interest of Panama City Beach and its citizens to enter into the New Franchise Agreement;

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

Section 1. There is hereby granted to Gulf Power Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of Panama City Beach, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2.

- a) Grantee's Facilities shall be so located, relocated, installed, constructed and so erected as to not unreasonably interfere with the convenient, safe, continuous use or the maintenance, improvement, extension or expansion of any public "road" as defined under the Florida Transportation Code, nor unreasonably interfere with traffic over the Public Rights-Of-Way, nor unreasonably interfere with reasonable egress from and ingress to abutting property.
- b) To minimize conflicts with the standards set forth in subsection (a) above, the location, relocation, installation, construction, or erection of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor 's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations shall be (i) for a valid municipal purpose; (ii) shall not prohibit the exercise of Grantee's rights to use said public rights-of-way for reasons other than conflict with the standards set forth above; (iii) shall not unreasonably interfere with Grantee 's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers while not conflicting with the standards set forth above; or (iv) shall not require the relocation of any of Grantee 's Facilities installed before or after the effective date hereof in public right-of-way unless or until the facilities unreasonably interfere with the convenient, safe, or continuous use,

or the maintenance, improvement, extension, or expansion, of such public “road”.

- c) Such rules and regulations shall recognize that Grantee’s above-grade Facilities installed after the effective date hereof should, unless otherwise permitted, be installed near the outer boundaries of the public right-of-way to the extent possible and such installation shall be consistent with the Florida Department of Transportation’s Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.
- d) When any portion of a public right-of-way is excavated, damaged, or impaired by Grantee or any of its agents, contractors or subcontractors because of the installation, inspection, or repair of any of its facilities, the portion so excavated, damaged or impaired shall, within a reasonable time and as early as practicable after such excavation be restored to its original condition before such damage by the Grantee at its expense.
- e) The Grantor shall not be liable to Grantee for any cost or expense incurred in connection with any relocation of Grantee’s facilities required under this Section, except, however, Grantee shall be entitled to reimbursement of its costs and expenses from others as provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all

liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 60 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 30 days prior to each such payment will equal five percent (5%) of the Grantee's billed revenues, less actual write-offs, exclusively from the sale of electrical energy to customers served under Grantee's residential, commercial and industrial rate schedules (as such customers and rate schedules are defined by Gulf Power's Tariff for Retail Electric Service) within the incorporated areas of the Grantor for the monthly billing period ending 30 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed six (6%) percent of such revenues for any monthly billing period of the Grantee. The Grantor understands and agrees that such revenues as described in this paragraph are limited to the precise revenues described therein.

The Grantor shall, as provided herein, have the right to change the percentage remitted to any rate between 0.5 percent and 6.0 percent. The Grantor shall not exercise such right more than once in any calendar year. If the Grantor changes the rate, the Grantor shall give Grantee at least 60 days' advance written notice prior to the effective date of the new rate, which date shall always be on the first day of Grantee's "billing cycle", and Grantee shall have 60 days after such effective date to begin remitting the fee provided for herein to the Grantor.

Section 6. If during the term of this New Franchise Agreement, Grantee enters into a franchise agreement with any other municipality located within Gulf Power's service territory, each such municipality or county referred to herein as an "Other Governmental Entity," the terms of which provide for the payment of franchise fees by Grantee at a rate greater than six (6.0%) percent of Grantee's residential, commercial and industrial revenues (as such customers are defined by Grantee's tariff), under the same terms and conditions as specified in Section 6 hereof, Grantee, upon written request of the Grantor, shall negotiate and enter into a new franchise agreement with the Grantor in which the percentage to be used in calculating monthly payments under Section 6 hereof shall be no greater than that percentage which Grantee has agreed to use as a basis for the calculation of payments to any such Other Governmental Entity, provided, however, that if the franchise with such Other Governmental Entity contains additional benefits given to Grantee in exchange for the increased franchise rate, which such additional benefits are not contained in this New Franchise Agreement, such new franchise agreement shall include those additional or reasonably equivalent benefits to Grantee. Subject to all limitations, terms and conditions

specified in the preceding sentence, the Grantor shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and Grantee shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

Section 7. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or

electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 8. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the

Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 9. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 10. Failure on the part of the Grantor to comply in any substantial respect with any of the provisions of this Ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than as set forth in Section 2; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this Franchise; or (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute a breach of this franchise and entitle the Grantee to withhold such portion of the payments provided for in Section 5 hereof as a court of competent jurisdiction has upon action instituted by Grantee, determined to be equitable, just, and reasonable, considering the totality of the circumstances, until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination (after the expiration or exhaustion of all rights of appeal) in this matter. The Grantee recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantor's delegated sovereign right of condemnation and that the Grantor, in its sole discretion, may exercise such right as provided by law, provided that the Grantor shall not exercise such right so as to violate the Grantor's covenant, set forth in Section 7 hereof, not to compete against the Grantee in the distribution and/or sale of electricity to ultimate consumers.

Section 11. Failure on the part of the Grantee to comply in any material respect with any of the provision of this franchise shall be grounds for forfeiture and termination of this Franchise, but no such forfeiture and termination shall take effect if the reasonableness or propriety thereof is reasonably and timely protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of

competent jurisdiction that the Grantee has failed to comply in a material respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture or termination shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 12. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating directly to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the Current Franchise Agreement embodied in Ordinance No. 714.

Section 13. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 14. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 15. Ordinance No. 714, passed and adopted February 22, 2001 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 16. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this 12th day of March, 2020.

PASSED AND ADOPTED on second reading this 9th day of April, 2020.

PANAMA CITY BEACH, FLORIDA

By: _____

ATTEST:

By: _____ (SEAL)
Clerk of Panama City Beach, Florida

APPROVED AS TO FORM AND LEGALITY

Attorney, Panama City Beach, Florida

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

April 9, 2020

3. REQUESTED MOTION/ACTION:

Approve a revenue certificate for a sewer forcemain extension in the 8300 block of Surf Drive in the east end of the City's service area.

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)

An extension of a City sewer forcemain was funded and constructed by Mr. and Mrs. Duke in order to serve their property located at 8327 Surf Drive. This extension includes approximately 400 linear feet of 2-inch sewer forcemain, 10 feet of 8-inch gravity sewer, a sewer manhole, valves and accessories installed in accordance with Utilities Department criteria that would be available for connections by the public. Under the provisions of Resolution 08-67, Mr. and Mrs. Duke have requested a revenue certificate for potential reimbursement of sewer impact fees allowed under this Resolution. Staff and the applicants have agreed to a value of the utility improvements of \$39,661.00. If approved, Mr. and Mrs. Duke would receive 75% of any sewer impact fees collected by the City for connections that utilize the improvements. Staff recommends council approval of the certificate. This certificate will sunset upon reimbursements reaching the face value or five (5) years time, whichever occurs first.

RESOLUTION NO. 20-77

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING CERTAIN SEWER FACILITIES FROM LANCE B. DUKE AND DEBORAH F. DUKE, AND IN CONSIDERATION THEREFOR AUTHORIZING EXECUTION AND DELIVERY OF A REVENUE CERTIFICATE IN AN AMOUNT NOT TO EXCEED THIRTY NINE THOUSAND SIX HUNDRED SIXTY ONE DOLLARS (\$39,661.00) PAYABLE SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF IMPACT FEES COLLECTED BY THE CITY OF PANAMA CITY BEACH FOR SEWER UTILITY CONNECTIONS MADE TO THOSE SAME, CERTAIN FACILITIES, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE RESOLUTION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

That in consideration of the transfer of the following described facilities to the City by Lance B. Duke and Deborah F. Duke, whose address is 8327 Surf Drive #B, Panama City Beach, FL 32408, receipt whereof is hereby acknowledged, to wit,

All sewer improvements from Lots 14 through 21 on the south side of Surf Drive including approximately 400 linear feet of 2-inch diameter forcemain, 10 feet of 8-inch gravity sewer and one sewer manhole together with all connectors, appurtenances, valves, fittings, etc. necessary to make the force main a complete and operational extension of the City sewer system.

The City does hereby issue and the appropriate officers and staff thereof are authorized to execute and deliver to Lance B. Duke and Deborah F. Duke, that certain sewer revenue certificate of even date in an amount not to exceed thirty nine thousand six hundred sixty one dollars (\$39,661.00) with no interest thereon, payable solely from seventy-five percent (75%) of Impact Fees collected by the City of Panama City Beach under Article III, Chapter 23, Panama City Beach Code of Ordinances, or similar ordinance superseding same, for connections made to those certain sewer facilities described above.

Nothing herein shall be construed as a conveyance or mortgage of the City's facilities or property or any part thereof or any interest therein, nor is the obligation authorized hereby a general obligation or indebtedness of the City or bonds within the

meaning of Section 12, Article VII, of the Constitution of Florida, but shall be payable solely from and secured by a lien upon or a pledge of the special funds as herein provided. The lien and pledge securing said Certificate shall be inferior and subordinate to the lien and pledge, if any, of all currently outstanding water and sewer revenue bonds of the City of Panama City Beach, Florida. In addition, the holder of the Certificate authorized hereby shall agree to subordinate, at any time requested by the City, the lien and pledge hereof to any future water or sewer, or both, revenue bond which may be issued by the City, provided that any such future revenue bond shall not prohibit payment of any sum due under the Certificate whenever said bond shall not be in default and every debt reserve fund, renewal or replacement fund, or other fund of any nature required thereby shall be fully funded. The certificate authorized hereby shall be payable solely from seventy-five percent (75%) of collected Impact Fees described herein; in the event insufficient connections are made or the City is unable through reasonable diligence to collect sufficient Impact Fees to satisfy the certificate on or before five (5) years from date, these certificates shall be void and of no further force and effect.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2020.

CITY OF PANAMA CITY BEACH,
FLORIDA

BY: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

Resolution 20-77
Page 2 of 2

AGENDA ITEM # _____ *A*

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Lance B. Duke and Deborah F. Duke whose address is 8327 Surf Drive, Panama City Beach, FL 32408, ("Seller"), for and in consideration of the sum of Ten and no/100's Dollars, lawful money of the United States, to it paid by THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, duly organized and validly existing under the laws of the State of Florida ("Buyer"), whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the Buyer, the following goods and chattels:

- 1. All sewer improvements from Lots 14 through 21 on the south side of Surf Drive including approximately 400 linear feet of 2-inch diameter forcemain, 10 feet of 8- inch gravity sewer and one sewer manhole together with all connectors, appurtenances, valves, fittings, etc. necessary to make the force main a complete and operational extension of the City sewer system.

TO HAVE AND TO HOLD the same unto the Buyer, Buyer's successors and assigns forever.

AND each Seller does, for itself, covenant to and with the Buyer that Sellers collectively are or represent all of the lawful owners of the Personalty; that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that each Sellers has good right and lawful authority to sell the Personalty; and that each Seller does warrant and defend the sale of the Personalty to the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

AND each Seller represents and warrants to the Buyer that, to its present knowledge the Personalty is free from defects in material and workmanship, and that Seller is not presently aware of any facts or circumstances which would cause a prudent wastewater operator to investigate whether a defect in material or workmanship exists. The warranties stated above are expressly in lieu of all other warranties not expressly stated herein, including the warranties of quality, productiveness, and fitness for a particular purpose. Except as expressly stated herein, Sellers make no implied warranties.

DATED this _____ day of _____, 2020.

Signed, sealed & delivered
in the presence of:

Print Name _____

Lance B. Duke

Print Name _____

Print Name _____

Deborah F. Duke

Print Name _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by Lance B. Duke and Deborah F. Duke, who: (notary **must** check applicable line)

- _____ are personally known to me.
- _____ produced a current driver's license as identification.
- Type of Identification Produced _____
- Type of Identification Produced _____

Signature of Notary Public – State of FL

Print, Type or Stamp Commissioner Name
Or Notary Public

THIS INSTRUMENT PREPARED BY:
Amy E. Myers
HAND ARENDALL HARRISON SALE LLC
16901 PANAMA CITY BEACH PKWY, SUITE 300
PANAMA CITY BEACH, FLORIDA, 32413
(850) 769-3434

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Fire Chief Larry Couch

2. MEETING DATE:

04/09/2020

3. REQUESTED MOTION/ACTION:

Purchase of Defib/Monitor for New Fire Station

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)

Fire Rescue solicited bids for one (1) defib/monitor unit. Only one bid was received from Stryker for \$36,376.84 and is within budget and meets or exceeds all specifications. Fire Rescue request purchasing the unit immediately so it is received by the opening of Fire Station #30 for operation from that station's rescue unit.

RESOLUTION 20-88

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH STRYKER MEDICAL FOR THE PURCHASE OF A FIRE RESCUE MONITOR AND DEFIBRILLATOR IN THE BASIC AMOUNT OF \$36,376.84.

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 Stryker Medical, relating to the purchase of a fire rescue monitor and defibrillator, in the basic amount of Thirty Six Thousand, Three Hundred Seventy Six Dollars and Eighty Four Cents (\$36,376.84), in substantially the terms and conditions contained in the quote attached and presented to the Council today, dated March 17, 2020, 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:

City Clerk

Resolution 20-88

AGENDA ITEM # 5



LP15 for City Bid March 2020

Quote Number: 10158217
 Version: 1
 Prepared For: PANAMA CITY BEACH FIRE RESCUE
 Attn:

Remit to: P.O. Box 93308
 Chicago, IL 60673-3308
 Rep: Eric Smith
 Email: eric.smith7@stryker.com
 Phone Number: (904) 955-4647

Quote Date: 03/17/2020
 Expiration Date: 06/15/2020

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	PANAMA CITY BEACH FIRE RESCUE	Name:	PANAMA CITY BEACH FIRE RESCUE	Name:	PANAMA CITY BEACH FIRE RESCUE
Account #:	1335666	Account #:	1335666	Account #:	1335666
Address:	17121 PANAMA CITY BEACH PKWY	Address:	17121 PANAMA CITY BEACH PKWY	Address:	17121 PANAMA CITY BEACH PKWY
	PANAMA CITY BEACH		PANAMA CITY BEACH		PANAMA CITY BEACH
	Florida 32413		Florida 32413		Florida 32413

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001373	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Temperature, BT.	1	\$34,239.10	\$34,239.10
2.0	41577-000290	Shp Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment; Temperature Adapter Cable, 5ft	1	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-Ion Battery 5.7 amp hrs	3	\$405.08	\$1,215.24
4.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$276.34	\$276.34
5.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$50.02	\$50.02
6.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$71.34	\$71.34
7.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	\$524.80	\$524.80
Equipment Total:					\$36,376.84

Price Totals:

Grand Total: \$36,376.84

Prices: In effect for 60 days.

Terms: Net 30 Days



LP15 for City Bid March 2020

Quote Number: 10158217
Version: 1
Prepared For: PANAMA CITY BEACH FIRE RESCUE
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Eric Smith
Email: eric.smith7@stryker.com
Phone Number: (904) 955-4647

Quote Date: 03/17/2020
Expiration Date: 06/15/2020

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

REGULAR ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration

2. MEETING DATE:

April 9, 2020

3. REQUESTED MOTION/ACTION:

Request Council to appropriate funds for a consulting services agreement with Neogov relating to services for an Online Applicant Tracking System.

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 March 26th, bids were accepted for an Online Applicant Tracking System.

We received (1) one responsive bids and (2) two non-responsive bids. Based on the response, the selected responsive bidder was Neogov for \$10,065. This item is not budgeted.

They will provide an employment and recruitment application tracking SaaS (Software as a Service) solution (the "ATS") to replace the City's current process for advertising, posting, and process job openings and tracking job applicants and openings from recruitment to hire. They will provide an online and cloud hosted web application that can automate certain aspects of the employment and recruitment process minimally consisting of: job/career recruitment, applicant tracking of current job/career openings, third party site posting and advertisement of job/career openings, and document/data storage as it relates to the system. The ATS will be supported with an annual maintenance and web hosting agreement with the ability to allow future growth and functionality.

This will allow for our current application process to become fully electronic.

This item is not budgeted. A budget amendment is attached to appropriate funds for this service.

Staff recommends approval. This project would complete by May 2020.

RESOLUTION 20-89

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH NEOGOV FOR AN ONLINE APPLICANT TRACKING SYSTEM IN THE BASIC AMOUNT OF \$10,065; AND AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR THIS SOFTWARE AND SERVICE.

BE IT RESOLVED 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 Neogov, relating to the purchase of an online applicant tracking system, in the basic amount of Ten Thousand, Sixty Five Dollars (\$10,065), 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 following budget amendment #26 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2019 and ending September 30, 2020, as shown in and in accordance with the attached and incorporated Exhibit A.

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:

City Clerk

Resolution 20-89

AGENDA ITEM # _____

6



NEOGOV ORDERING FORM			
Employee Count: 270 FT, 30 PT		Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com	
Customer Information			
Customer Name:	Panama City Beach, City of (FL)	Customer Contact Name:	Lori Philput
Customer Address:	17007 Panama City Beach Parkway, Panama City Beach, FL 32413	Email Address:	lphilput@pcb.gov.com

Fee Summary			
Description of Subscriptions	SaaS Subscription Fees	Non-Recurring Professional Service Fees	Service Fee Sub-Totals
Insight Enterprise – Year 1 (Prorated 5/1/2020-9/30/2020) (IN)	\$3,627.00	\$3,750.00	\$7,377.00
Insight Enterprise – Year 2 (10/1/2020-9/30/2021) (IN)	\$8,705.00	NA	\$8,705.00
GovernmentJobs.com – Year 1 (Prorated 5/1/2020-9/30/2020) (GJC)	\$563.00	NA	\$563.00
GovernmentJobs.com – Year 2 (10/1/2020-9/30/2021) (GJC)	\$1,350.00	NA	\$1,350.00
Integrations – Year 1 (Prorated 5/1/2020-9/30/2020) (IG)	\$625.00	\$1,500.00	\$2,125.00
Integrations – Year 2 (10/1/2020-9/30/2021) (IG)	\$1,500.00	NA	\$1,500.00
		Order Total – Year 1 (Prorated 5/1/2020-9/30/2020):	\$10,065.00
		Order Total – Year 2 (10/1/2020-9/30/2021):	\$11,555.00

A. Agreement and Applicable Modifications to the Agreement.

1. Agreement. This Ordering Document and the Services purchased herein are governed by the terms of the Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Document available at <https://www.neogov.com/service-specifications>, as well as the Service Specifications and applicable Schedules incorporated therein.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative. This Order Form may not be modified or amended except through a written instrument signed by the parties.

B. General Terms Summary.

1. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
2. The Effective Date. This Order is made and entered into as of the date of Customer signature on this Order Document (the "Effective Date").
3. SaaS Subscription(s) Start Date. The Effective Date.
4. Billing Frequency. Annual. Net 30 from Customer receipt of NEOGOV invoice.
5. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.
6. Offer Validity. This Order is valid for 30 days from the date of Customer receipt of this Ordering Document unless extended by NEOGOV.

C. Special Conditions (if any).

1. Integrations (IG): Single Sign On (SSO) & Facebook Integration.
2. Initial order prorated (5/1/2020-9/30/2020) to align renewal with October fiscal year.

NEOGOV™

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

Neogov Proposal
available in the City
Clerk's office (88 pages)

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works - CRA/David Campbell

2. MEETING DATE:

APRIL 9, 2020

3. REQUESTED MOTION/ACTION:

Consider Resolution amending parking rates.

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 January 23, 2019, the City Council considered its existing parking rates and those in surrounding or similar jurisdictions. The discussion was prompted by the City's anticipated transition to a pay to park mobile application before the summer season of 2020.

As directed, the proposed resolution establishes a new rate of \$1.00 per hour with a maximum daily rate calculated at the cost to park for 6 hours. The resolution also provides for an escalation of the maximum daily rate at the same rate as the Consumer Price Index, or 2%, whichever is higher. The Resolution also provides that Council can pause or change the escalator set forth herein in any given year by passing a resolution directing that pause or change by September 15.

The resolution would go into effect on June 1, 2020 at the current pay to park City parking lots located at N. Thomas Drive, Churchwell Drive and Richard Jackson Blvd parking lots, and any other pay to park lots that are established in the future.

RESOLUTION 20-58

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING HOURLY PARKING FEES FOR CITY PAY TO PARK PARKING LOTS; PROVIDING FOR ANNUAL UPDATES TO THAT RATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 13, 2012, the Council adopted Resolution 12-137, establishing a \$4 daily parking rate at City parking lots; and

WHEREAS, on August 25, 2016, the Council adopted Resolution 16-122, establishing a \$5 daily parking rate for City parking lots; and

WHEREAS, on January 23, 2020, the Council considered an update to those parking rates based on the rates charged by surrounding jurisdictions and determined that the City's parking rates be imposed at a rate of \$1 per hour, with a maximum daily rate capped at 6 hours; and

WHEREAS, the City finds and determines that an annual escalator is appropriate to routinely update the rates in a manner that is reasonably related to the increased costs of administration and maintenance of the lots.

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

1. From and after June 1, 2020, a parking fee in the amount of \$1 per hour shall be assessed against and collected from each vehicle using the City's pay to park parking lots. The maximum daily rate shall be computed based on the price to park for 6 hours.
2. From and after October 1, 2021, and unless a resolution to the contrary is adopted by the Council on or before September 15, the hourly parking rate established herein shall increase each October 1 at the same rate as the consumer price index may increase, or at a rate of 2%, whichever is more.

Res 20-58

AGENDA ITEM # 7

3. The parking rates established herein are exclusive of state sales tax or county discretionary sales surtax.
4. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.
5. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED and ADOPTED in regular session this 9th day of April, 2020.

CITY OF PANAMA CITY BEACH

BY: _____
MIKE THOMAS, MAYOR

ATTEST:

CITY CLERK

Res 20-58

AGENDA ITEM # 7

REGULAR ITEM

8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration / Information Technology

2. MEETING DATE:

April 9, 2020

3. REQUESTED MOTION/ACTION:

Approve an agreement with Granicus, LLC, for the City's website redesign, development, and hosting.

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 March 5th, bids were accepted for a Website Redesign and Content Management System. The City received (12) twelve responsive bids. Based on an evaluation by committee using the criteria contained in the RFP, Granicus, LLC, for \$12,300 with a reoccurring annual hosting fee of \$8,800 with a 5% increase per year. This item is budgeted and came in \$300 over budget.

They will provide a redesign to the City's current website, and thereafter host, manage and maintain the redesigned website. The vendor will design the website to be user and mobile friendly, intuitive and ADA and Web Content Accessibility Guidelines 2.0 compliant. The vendor will provide hosting services for the website in a secure data center with all requested hosting components. The vendor will facilitate interactivity between the City and residents with interactive Online forms and polls/surveys. They will provide training to City staff and provide an easy to use Content Management System for staff to maintain on a daily basis. They will provide 24/7/365 support for the Content Management System and hosting platform.

During this COVID-19 pandemic, we have received numerous complaints from citizens about our website. The complaints range from navigational issues to mobile accessibility to the overall dated appearance of the site. Because information to the public is critical at this time, and website utilization has increased 124% in March over the month of February, it is imperative to have the most effective communications tools available. Providing information via the website is critical for things like major capital projects, boil water notices, beach closures, governor's orders, promoting the Census, instructions for accessing virtual council meetings, promoting the upcoming election, recruiting employees, etc. The City's website had more than 288,000 page views during March. Residents and visitors alike depend on our site for valuable information.

Staff recommends approval. This project would complete by December 2020.

RESOLUTION 20-94

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GRANICUS, LLC FOR THE PURCHASE OF WEBSITE REDESIGN, DEVELOPMENT AND HOSTING FOR THE GOVACCESS INNOVATOR CONTENT MANAGEMENT SYSTEM IN THE AMOUNT OF \$12,300.00.

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 Granicus, LLC, relating to the purchase of website redesign, development and hosting for the govAccess Innovator Content Management System, in the basic amount of Twelve Thousand, Three Hundred Dollars (\$12,300.00), with a reoccurring hosting fee of Eight Thousand, Eight Hundred Dollars (\$8,800.00) with a 5% increase per year, in substantially the terms and conditions contained in the agreement 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:

City Clerk



Empowering Modern Digital Government

City of Panama City Beach

Website Design, Development & Hosting Proposal
Cost Estimate

Thomas Raville
Account Executive, GovAccess
415-408-7931
Thomas.raville@Granicus.com

Granicus
1999 Broadway, Suite 3600
Denver, CO 80202
www.granicus.com
Date: March 5, 2020



Panama City Beach Website RFP Cost Estimate

Development Cost

Web Accessibility Training

- Included in this quote is an option for Web Accessibility Training to ensure staff is trained to produce web content that complies with WCAG 2.0 standards. This service is a one-time fee of \$5,000.

Days/hours of training, number of employees to be trained, on-site or Virtual

- In the proposed Innovator option, the training is virtual and there is no limit to the number of staff members that can attend. The virtual training is one day (6 hours).

Content migration – number of pages/URLs included

- Because the City is a current Granicus client, there is no limit to the number of pages or URL's we will migrate and there is no additional fee for this migration. **Disregard the Migration of 200 pages in the price quote.**

All products/functionality included

- See price quote

Proposed hosting and security option

- Granicus will maintain the same hosting costs that the City pays currently (\$8,800.00 annually) with a standard 5% annual uplift to account for maintenance, support, and feature releases.

Customization/templates cost

- The proposed Innovator package includes a semi-custom wireframe that allows the City to create the homepage and interior pages with a library of widgets and tools. There is no additional fee for this level of customization.

Cost for future website redesign

- The attached quote includes the Basic Redesign Credit that the City has available based on its current Granicus contract. An additional re-design credit will be available in year four (4) of this agreement.

Cost for CSS Modification / Theme Generation

- This is scoped based on an hourly rate or the City can purchase an annual license for the Developer Toolkit as described in the RFP proposal which allows City staff to make unlimited CSS

and Design changes. The Developer Toolkit license is \$2,700.00 with a one-time training and setup fee of \$2,500.00.

Thomas Raville

Thomas Raville
Account Executive, GovAccess
415-408-7931
Thomas.raville@Granicus.com

GRANICUS

Granicus Proposal for Panama City Beach, FL

Granicus Contact

Name: Thomas Raville

Phone: 415-408-7931

Email: thomas.raville@granicus.com

Proposal Details

Quote Number: Q-59170

Prepared On: 3/2/2020

Valid Through: 9/30/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Basic Redesign Credit	Milestones - 40/ 20/20/20	1 Each	-\$8,000.00
Accessibility (Web-only) Training and Consultation-Standard	Upon Delivery	1 Each	\$5,000.00
govAccess - Website Design and Implementation - Innovator	Milestones - 40/ 20/20/20	1 Each	\$15,300.00
		SUBTOTAL:	\$12,300.00

Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess for Traditional visionLive	Annual	1 Each	\$8,800.00
		SUBTOTAL:	\$8,800.00

AGENDA ITEM # 8

GRANICUS

Remaining Period(s)				
Solution(s)	Year 2	Year 3	Year 4	Year 5
govAccess for Traditional visionLive	\$9,240.00	\$9,702.00	\$10,187.10	\$10,696.46
SUBTOTAL:	\$9,240.00	\$9,702.00	\$10,187.10	\$10,696.46

AGENDA ITEM # 8

Product Descriptions

Name	Description
Basic Redesign Credit	Client understands and agrees that completion of website design services provided herein fulfills Granicus' obligation to deliver a basic graphic redesign of the website.
govAccess for Traditional visionLive	The govAccess Traditional Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise, and training to keep the client's website relevant and effective over time.
Accessibility (Web-only) Training and Consultation-Standard	<p>Granicus will provide a frontend website design, excluding third-party tools, compliant with WCAG 2.0 upon completion and only to the extent validated by Granicus' accessible content formatting and testing process. This service includes standard training and services to help the client get started creating and maintaining an accessible website.</p> <ul style="list-style-type: none"> • Design website in compliance with WCAG 2.0 standards • Test website to WCAG 2.0 standards using automated tool • Develop the client's accessibility statement • Training in accessibility-focused CMS functions • Reformat up to 25 of the client's pages to comply with WCAG 2.0 standards • Onsite Web Accessibility Training in accessibility-focused CMS functions, including what the standards are, why they are important, and how to create compliant content
govAccess - Website Design and Implementation - Innovator	<p>govAccess Website Design and Implementation - Innovator provides a citizen focused website and includes:</p> <ul style="list-style-type: none"> • UX consultation, which may include one (1) or more of the following: <ol style="list-style-type: none"> 1. One (1) site analytics report 2. One (1) heatmap analysis 3. One (1) internal stakeholder survey 4. Semi-custom homepage wireframe 5. Fully responsive design 6. Custom mobile homepage or standard mobile responsive homepage 7. Video background or standard rotating image carousel (switchable at any time) 8. One (1) specialty alternate homepage - Choose from Granicus' library that includes emergencies, election night, special events... 9. One (1) customer experience feature - Choose from Granicus' library that includes service finder or data visualization banner 10. Programming/CMS implementation 11. Migrate up to 200 webpages 12. Five (5) forms converted into the new CMS 13. One (1) day of web-based training

GRANICUS

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Panama City Beach, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms, and conditions of quote Q-59170 dated 3/2/2020 are incorporated into this Purchase Order by reference.
- Billing Frequency Notes (Milestones - 40/20/20/20):
 - An initial payment equal to 40% of the total;
 - A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the Client;
 - A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and
 - A payment equal to 20% of the total upon completion; provided, however that the Client has completed training. If the Client has not completed training, then Granicus shall invoice the Client at the earlier of: completion of training or 21 days after completion.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Panama City Beach, FL

Signature:

Name:

Title:

AGENDA ITEM # 8

GRANICUS

Date:

AGENDA ITEM # 8

Exhibit A
Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between the party procuring Granicus Products and Services ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "**Party**" or collectively as "**Parties**".

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"**Agreement Term**" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"**Extension Term**" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"**Granicus Products and Services**" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("**Software-as-a-Service**" or "**SaaS**"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"**Initial Term**" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

"**Order**" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

"**Order Term**" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

"**Statement of Work**" or "**SOW**" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"**Support**" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**

- 2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. **Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. **Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. **Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. **Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. **Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").
 - 3.2.1. **Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
 - 3.2.2. **Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.
 - 3.2.3. **Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
 - 3.2.3.1. **Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
 - 3.2.4. **Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. Data Obtained through the Granicus Advanced Network

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. Opt-In. During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
 - 3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
 - 3.3.4. Client must not use the Services as a door or signpost to another server.
 - 3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
 - 3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
 - 3.3.7. Use the Granicus Products and Services for any unlawful purposes;
 - 3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. **Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

- 4.1. **Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. **Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. **Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by five (5) percent per year.

5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.
- 6.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.
- 6.5. Public Records.** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Granicus is acting on behalf of City as provided under Section 119.011(2), Granicus agrees to also comply with that law, specifically including to:
- 6.5.1.** Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- 6.5.2.** Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the City with a copy of the requested records.
- 6.5.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
- 6.5.4.** Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

- 8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.
- 8.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

- 9.1. Indemnification by Granicus.** Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by

any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

10.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.3. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

10.4. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.5. Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the

prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

- 10.6. No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.7. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.
- 10.8. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.9. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Florida, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Bay County, Florida.
- 10.10. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.
- 10.11. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.
- 10.12. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

REGULAR ITEM

9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
APRIL 9, 2020

3. REQUESTED MOTION/ACTION:
APPROVE A CONTRACT TO EMPLOY JO SMITH AS THE INTERIM CITY CLERK.

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 MARCH 26, 2020, MEETING THE CITY COUNCIL APPROVED THE HIRE OF FORMER CITY CLERK JO SMITH TO RETURN ON AN INTERIM BASIS. BASED UPON THAT DIRECTION, THE CITY MANAGER RETAINED MRS. SMITH'S SERVICES BEGINNING ON MONDAY, APRIL 9, 2020.

STAFF HAS PREPARED A CONTRACT WITH MRS. SMITH TO FORMALIZE THE TERMS OF HER TEMPORARY EMPLOYMENT AS INTERIM BASIS. THE AGREEMENT IS ANTICIPATED TO LAST 6 MONTHS BUT ALLOWS AN EXTENSION FOR AN ADDITIONAL SIX MONTHS DEPENDING ON THE CITY'S NEED.

MRS. SMITH WILL BE PAID A MONTHLY SALARY BUT BE CONSIDERED A SEASONAL EMPLOYEE WITHOUT THE ACCRUAL OF OTHER BENEFITS.

RESOLUTION 20-90

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LAURA JO SMITH FOR EMPLOYMENT AS THE INTERIM CITY CLERK AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

NOW, THEREFORE BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain employment Agreement between the City and Laura Jo Smith, relating to the terms and conditions of her employment as Interim City Clerk for an initial term of six (6) months, providing for a monthly salary of Four Thousand Dollars (\$4,000) 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, whose execution of such agreement shall be conclusive 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:

Jo Smith, Interim City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Panama City Beach, Florida, a Florida municipal corporation (the "City") and Laura Jo Smith (sometimes the "Interim City Clerk").

WITNESSETH

WHEREAS, at its March 26, 2020, the City Council approved the temporary appointment of Laura Jo Smith as Interim City Clerk beginning Monday, March 30, 2020; and

WHEREAS, Laura Jo Smith accepted the temporary appointment to serve during the interim while the City Council searches for a new City Clerk; and

WHEREAS, the City desires to temporarily employ Laura Jo Smith as Interim City Clerk of the City, as provided for in Article 3 of the City's Charter; and

WHEREAS, Ms. Smith desires to accept employment as Interim City Clerk of the City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth in this Agreement, the parties agree as follows:

Section 1. Temporary Employment.

A. The City hereby hires and appoints Laura Jo Smith as its Interim City Clerk, under the terms established herein, to perform the duties and functions of the City Clerk specified in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council or City Manager shall from time to time assign.

B. The City's employment of Laura Jo Smith as Interim City Clerk and this Agreement shall become effective on Monday March 30, 2020 . This Agreement shall remain in effect until terminated by its expiration, or by the election of the City or the Interim City Clerk as provided herein.

C. The anticipated term of this Agreement is six (6) months. This Agreement may be extended for one (1) additional term not to exceed six (6) months by Resolution of the City Council adopted on or before September 30, 2020.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the City agrees to pay the Interim City Clerk monthly compensation of \$4,000.00, payable in installments at the same time as other City employees are paid.

B. Nothing in this Section shall require the City to increase the base salary or other benefits of the Interim City Clerk.

Section 3. Duties and Obligations.

A. The Interim City Clerk shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City. The Interim City Clerk agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability and in a professional and competent manner.

B. The Interim City Clerk shall devote such time, attention, knowledge and skills necessary to faithfully perform her duties under this Agreement.

C. In the event the Interim City Clerk shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to her professional activities, in the event any monies are paid, or gifts received, by the Interim City Clerk related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

Section 4. Benefits

During the term of her temporary employment, the Interim City Clerk shall be designated as a seasonal employee in accordance with the City's Personnel Policies and shall not be entitled to benefits afforded full-time employees, including but not limited to, insurance benefits, participation in the City's General Employee's Retirement Fund, accrual or payout of vacation and sick leave, or paid holidays.

Section 5. Termination by the City

At all times prior to the expiration of this Agreement, the Interim City Clerk shall serve at the pleasure of the City Council and shall not be a member of the City's Civil Service, and the City Council may terminate this Agreement and the Interim City Clerk's employment with the City at any time, for any reason or for no reason.

Section 6. Termination by the Interim City Clerk

The Interim City Clerk may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than thirty (30) days prior to the effective date of the termination. If the Interim City Clerk voluntarily resigns pursuant to this Section, the City shall pay to the Interim City Clerk all accrued compensation due the Interim City Clerk up to the Interim City Clerk's final day of employment. The City shall have no further financial obligation to Employee pursuant to this Agreement.

Section 7. Disability

If the Interim City Clerk becomes unable to perform her duties because of sickness, accident, injury, mental incapacity or health (but excluding death), for a period of two consecutive weeks, the City shall have the option to terminate this Agreement.

Section 8. Indemnification.

A. City shall defend, save harmless, and indemnify the Interim City Clerk against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Interim City Clerk reasonably believes to be in the scope of her duties or function, unless she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the Interim City Clerk committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Interim City Clerk shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. Said indemnification shall survive the termination of employment and the termination or expiration of this Agreement to provide protection for any such acts undertaken or committed in the Interim City Clerk's capacity as a City employee, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 9. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the Interim City Clerk under any policy, regulation, ordinance or law.

Section 10. Code of Ethics

The "Code of Ethics" promulgated by Florida Association of City Clerks is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to guide the Interim City Clerk's duties, responsibilities, conduct and actions as City Clerk of the City.

Section 11. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 12. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the

remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement, or the failure to demand strict compliance with any provision, shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision, or as a modification of the same or any other provision.

C. This Agreement is a personal agreement between the City and the Interim City Clerk and may not be voluntarily assigned or involuntarily transferred.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the 14th Judicial Circuit, in and for Bay County, Florida.

F. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other by reason of authorship, and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

G. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

H. The effective date of this Agreement shall be March 20, 2020.

Executed by the CITY this ____ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas,
Mayor

By: _____
Tony O'Rourke,
City Manager

ATTEST:

Interim City Clerk

APPROVED AS TO LEGALITY AND FORM:

Amy Myers, City Attorney

Executed by the INTERIM CITY CLERK this _____ day of _____, 2020.

Witnesses:

Signature

Laura Jo Smith

Print Name

Signature

Print Name

REGULAR ITEM

10



City of Panama City Beach

April 1, 2020

TO: Mayor and City Council

FROM: Tony O'Rourke, City Manager *TOO*

RE: City Clerk Recruitment Guide

The following guide is designed to help the City Council and City staff navigate the City Clerk recruitment, selection, negotiations and on-boarding process to find the best individual to serve as the next permanent City Clerk.

This guide is based on best practices utilized by both executive search firms and cities.

1. Appointing an Interim City Clerk

To ensure a continuity of service to the City Council, organization and public, before a permanent City Clerk is approved, the City Council needs to appoint an Interim City Clerk. The City is fortunate to have Jo Smith, a former City Clerk for the City of Panama City Beach, willing to serve as Interim City Clerk, and fulfill the functions and responsibilities of the City Clerk until a permanent City Clerk is selected and working on behalf of the City. We would recommend approving a contract for Jo Smith to serve as Interim City Clerk at the City Council's April 9 meeting.

2. Conduct the Recruitment

There are several major elements and decision points in the City Clerk recruitment process. The City Council has three major choices for conducting the recruitment. It can:

- a. Conduct the recruitment internally by using the City Manager, HR Director, City Attorney and Public Information Officer to handle the recruitment process.
- b. Select an executive recruitment firm to conduct the recruitment. If an outside executive recruitment firm option is selected, the City Council can either competitively bid these services or per City Charter, enter directly into a professional service contract, which would save the City Council about 45 days. The typical cost for the recruitment process ranges between \$20,000

and \$30,000 and includes travel expenses. If an executive recruitment firm is selected, it normally takes approximately 90 days to complete the recruitment process. Most firms will conduct free replacement searches if the selected candidate leaves or is terminated within one year of their selection.

- c. Use a hybrid approach and conduct the recruitment in conjunction with an executive search firm. The staff may be responsible for the mechanics of the recruitment (e.g. schedule, advertising, conducting interviews, etc.), whereas the executive search format will focus on interviewing the City Council and staff to identify the expectations, skills and expenses and compensation desired for the position. The executive search firm can also focus on screening and evaluating candidates and giving the City Council a list of the top 10 prospects. One of the largest advantages of a search firm is their ability to keep the recruitment process confidential. Confidentiality is an important consideration in any recruitment. Applicants are concerned about premature disclosure of their interest being made public. Applicants expect confidentiality until they are named as a finalist. In Florida, however, any submission of a letter of interest and/or resume to the City or even an executive search firm is a public record and therefore subject to disclosure. That being the case, it nullifies one of the key benefits of using an executive search firm – maintaining candidate confidentiality.

3. Create a City Council Recruitment Steering Committee

Once the City Council has made the decision to conduct the recruitment either internally, by an executive search firm, or a combination of City staff and executive search firm, it should create a City Council Recruitment Steering Committee after the April 21 City Council election to oversee the recruitment process. The Steering Committee could consist of several Council members or the entire City Council. Advisory and non-voting members of the Steering Committee may consist of the City Attorney and key staff.

The most significant point for the City Council Steering Committee in the recruitment of a City Clerk is to define what the members are looking for – that is, to create the City Clerk profile. The profile will encompass those qualities, characteristics, experience, and areas of expertise that would be found in an ideal candidate. Only by considering how applicants compare and measure against one another and, of course, against the established criteria can the governing body be sure that the candidate it appoints has the appropriate combination of work experience, management experience, and

leadership style to be successful in the position. Attached is a City Clerk criteria checklist and scoring instrument for City Council consideration.

To create this recruitment profile, the City Council should survey its own members, staff and public. This feedback will help the City Council define its needs and expectations and establish the groundwork for generating a strong pool of applicants with the skills and abilities to meet the needs of the City Council, organization and community. In addition to defining the attributes and experience the City Council is seeking in a City Clerk, it is highly desirable to require City Clerk candidates either be a Certified Municipal Clerk (CMC) or Master Municipal Clerk (MMC) as designated and recognized by the International Institute of Municipal Clerks.

Unless the City Council can come to consensus in the City Clerk position criteria, it may be difficult to find the right candidate. By reaching consensus, however, the City Council will be better able to inform the City Clerk applicants of what it is looking for in a new City Clerk.

4. Prepare the Position Profile and Advertising

Once the City Council has identified the skills, abilities and experience it is seeking in a City Clerk, the staff or executive search firm can prepare a position profile. Serious applicants will not submit a resume for consideration until they have done their homework and have satisfied themselves that the position represents a good career opportunity. Often they will seek information from local government officials about the community, the organization and the position.

This is one of the first contacts that will form an impression of the local government on the potential applicant. If the impression created is that the recruitment is well-organized, that the City knows what it is looking for, and that sufficient information about the City Council, organization, community, compensation and benefits is available, potential applicants are more likely to form a positive image of the position and decide to apply.

To help disseminate the same information to all applicants, the City should put together a packet of information that includes:

- a. A copy of the position profile, including key job criteria
- b. City Charter provisions regarding the position
- c. General summary information about the community and City organization
- d. The name, phone number and email address of the key City contact person
- e. The application deadline

It is to the advantage of the local government to ensure that every professional who might have an interest in the vacant position is aware of the opportunity to apply for it. Therefore, it is important that the advertising campaign be comprehensive and include a carefully worded advertisement. This does not mean, however, that the campaign has to be expensive.

The most effective national and regional advertising and outreach vehicles to recruiting a City Clerk can be found with organizations, such as International Institute of Municipal Clerks, Florida League of Cities, Florida Association of City Clerks, and on-line government job sites such as governmentjobs.com hosted by Neogov. A typical time frame for application submission is 30 days from the start of advertising.

5. Role of the Media in the Recruitment Process

Members of the media will obviously have an interest in the recruitment process and their involvement will be dictated in part by State Sunshine Law. At the outset, local government officials should brief the media on the timing and steps involved in the overall process. After the deadline has passed for submitting resumes, the governing body may decide to brief the media and the community on the overall response. As the confidentiality of resume is a major concern in any recruitment and can significantly affect the number and quality of resumes received, applicants should be apprised that in Florida the Sunshine Laws will not permit applicant confidentiality.

6. The Selection Process

Once the 30-day deadline for submitting a cover letter and resume has passed and all applications have been received, the selection process begins. Principal steps are as follows:

- a. Review and screen the applicants
- b. Identify which candidates to interview
- c. Interview the candidates
- d. Make the final selection

In reviewing the applications, the City Council Recruitment Steering Committee may consist of the City Council body as a whole or a subcommittee of the City Council, City Attorney and staff.

Once the deadline for submitting resumes has passed, the City Council as a whole, or a subcommittee can select one of the following review options:

- A. Each member of the City Council will be given one week to review all resumes and recommend those who should receive further consideration. Based on the criteria for the position that was developed at the outset of the recruiting process, the Committee can then group the "common" top 10 choices together

to determine what candidates to consider and conduct background checks on. Here are some items for consideration:

- Has the applicant had experience working in a local government of comparable size?
 - Has the applicant had experience with the variety of duties required by the position?
 - Has the applicant worked in a similar geographic area? Is the applicant likely to be comfortable in a resort setting and familiar with the challenges faced by the City?
 - What specific responsibilities has the applicant had, and what has the applicant accomplished? How does this compare with the objectives and priorities of the City?
 - Has the applicant had broad administrative responsibility or has the experience of the applicant been limited to administering activities in specialized areas?
 - Has the applicant worked directly with local government in the past? Does the applicant have experience working with citizen and other groups?
 - What is the employment history of the applicant? Does it suggest a pattern of broad experience and increasing responsibility? Does the applicant have good tenure with each employer, or is there a pattern of frequent movement from one position to another?
- B. Have the City Council as a whole body, or a subcommittee narrow the application field down to 10 semifinalists which the City Council can further reduce to a manageable finalist group of five to seven. A thorough vetting of the finalists should be conducted, including criminal and civil records and education verification.

Informing the candidates: Once finalist candidates have been selected, the City Council representative or the staff should contact each candidate by phone and do the following:

- a. Inform the candidate that he or she has been selected to be interviewed and offer congratulations. The candidate should be made to feel that the governing body is pleased to have reviewed his/her resume. At the same time, confirm the candidate's continuing interest in the position.
- b. Advise the candidate of: the nature of the interview process, including date and time, number of other candidates, whether there are any in-house candidates, and when a decision is expected to be made. Indicate that all the

details and information will be confirmed in a written correspondence. If email is to be used for this correspondence, confirm the candidate's email address.

- c. As described in the section on applicant relations, the governing body should have already determined the extent to which the recruitment process will be confidential. At this point, the candidate should be advised if the names of candidates are to be made public and be given the opportunity to withdraw.
- d. Confirm that the candidate has received the information package provided during the application process. Indicate that a supplemental package with more detailed information will be provided directly to the candidate's home in advance of the interview.
- e. Confirm local government policy on reimbursement of expenses incurred in conjunction with the interview. Many local governments reimburse candidates for all out-of-pocket expenses, including reasonable transportation, room and board.

The City staff can offer to handle all reservations, transportation and related matters, but this can be cumbersome and time-consuming. In most cases, the local government confirms the time and place and lets the candidate make his or her own arrangements. The candidates usually prefer this approach as well.

7. Interviewing the Candidates

Most local governments use the interview approach for selecting a City Clerk. The interview can consist of just a meeting with the whole City Council, as well as a separate staff interview. The City Council may also want to conduct one-on-one City Council-candidate interviews as they did during the recent City Manager recruitment. The one-on-one interviews are not common, however, they are highly productive in evaluating the candidate, and the candidate's assessment of the City Council.

As part of the initial interview, the City may want to include a comprehensive tour of the community. A trusted senior staff person, such as Debbie Ward, would be a likely tour guide.

Content of the Interview Questions: During the interview, the City Council will question the candidate about a variety of matters, such as overall work experience, specific accomplishments, career objectives, alternative approaches to practical problems faced by local government, and similar matters. A list of potential questions is provided in Appendix A.

The interview also gives the candidate an opportunity to evaluate the governing body as a group and to ask questions. An important issue to discuss during the interview is the governing body's working relationship with the City Clerk, clarifying roles and responsibilities.

During the formal and any informal meetings between the City Council and the candidates, discussions and questions should focus on the criteria for the position that were established at the outset of the recruiting process.

When the initial interview process is over, the governing body should avoid impulsive action but rather take whatever time is necessary to arrive at a comfortable and well-reasoned decision.

Once the City Council has made a decision and a candidate has been selected, and the finalist has indicated a willingness to serve, the City should personally contact the final candidates and applicants to inform them of the City Council's decision and prepare to negotiate with the selected candidate to serve as City Clerk.

Negotiation: The City Council should select the City Attorney to act as its negotiator in securing an agreement with its selected candidate to serve as City Clerk. In negotiations, compensation is a great place to start. The current City Clerk classification salary range is \$49,774 to \$82,139. Ultimately, what salary is acceptable to the City Council? What is the bargaining range? What is the current salary of the selected applicant?

Besides the candidate salary, the negotiations should cover the following subjects:

- Severance pay
- Pension
- Medical insurance
- Vacation, sick leave or paid time off accrual rate
- Holidays
- Professional development dues, conferences and memberships
- Relocation expenses
- Temporary housing
- Performance evaluation goals, objectives and annual or semi-annual review schedule

At the conclusion of the negotiations, a written summary of the terms and conditions of employment to which parties agreed should be memorialized in a written contract for City Council approval and execution by the candidate.

After the City Council and new City Clerk have reached an agreement, the new City Clerk selection announcement should be made to the media, organization and community.

On-boarding: Given the experience the previous Interim City Clerk Jo Smith has, and the City Attorneys and staff have with the functions and duties of the City Clerk, it would be wise to have the new City Clerk spend their first few days speaking with these resources and get acquainted with the job history and expectations before jumping into the City Clerk role full-time.

Recruitment Checklist

Task	Responsibility	Time
1. Appoint the Interim City Clerk	City Council	April 9
2. Select Recruitment Method	City Council	April 23
a. In-house		
b. Executive Recruiting Firm		
c. Hybrid		
3. Select City Council Recruitment Steering Committee	City Council	April 23
a. City Council representation (or)		
b. City Council as a whole		
c. Staff – advisory		
4. Recruitment Profile	City Council/Staff	May 1
a. Develop description of ideal candidate		
b. Identify position priorities/issues		
c. Prepare position profile		
d. Identify compensation range/target		
e. Develop materials to recruit candidate		
5. Position Recruitment Advertising	Staff	May 3
a. Distribute recruitment ad to appropriate publications/websites		
6. Inform Media of the Recruitment Process	Staff	May 3
7. Selection Process		
a. Review and screen applicants	City Council	June 3-7
b. Identify candidates to interview	City Council	June 8
c. Inform Finalists	Staff	June 9
d. Interview Finalists	City Council	June 22
e. Make Selection	City Council	June 24
8. Contract Negotiation	City Attorney	June 25-26
9. City Clerk Contract Approved	City Council	July 3
10. New City Clerk On-Boarding		August 3

Appendix A

Potential Interview Questions

It is suggested that each member of the governing body ask the same questions of each candidate.

Candidate Traits/Experience/ Qualifications

1. Provide a brief summary of your education and work experience.
2. Please briefly describe your experience with:
 - Agendas for City Council, Pension Board
 - Meeting Minutes
 - Records Management
 - Public Records Requests
 - Bid Openings
 - Meeting Notices
 - Administrative Support
 - Scheduling and Calendars
 - Financial Closure Statement Filings
3. How would you describe your leadership and management styles?

Interaction with Governing Body

1. What do you perceive to be the City Clerk's role in working with the governing body, local government attorney and others?
2. What are your expectations of the governing body in relations to:
 - A. Yourself
 - B. Other staff
3. How and when do you communicate with the governing body?

Candidate Thoughts on Role of City Clerk

1. In your opinion, what role should the City Clerk have in the community?
2. Do you believe the City Clerk should be an active member of a service or fraternal organization? If yes, why?
3. How do you deal with the news media?
4. How do you deal with special interest or single interest groups?
5. What is the best way for a City Clerk to deal with an angry constituent?

Personnel Experience

1. How and when do you delegate responsibility and authority?
2. Have you ever had to discipline, demote or fire an employee? Please elaborate.
3. How do you educate, encourage and motivate your staff?
4. Are you familiar with state and federal laws relating to nondiscrimination, sexual harassment, employees with disabilities and equal opportunity?
5. Have charges of violation of state or federal employment laws or a grievance ever been filed against you or your City? Please explain.
6. What in your opinion is the most serious issue today in City Clerk functions?

Intergovernmental Relations Experience

1. What experience have you had in dealing with:
 - Councils of government/governmental agencies?
 - County government?
 - Other local governments (schools, parks, etc.)?
 - State agencies?
 - Federal agencies?
 - State legislature?

External Organizational and Professional Association Relations

1. Have you been an active participant in the activities of a national city clerk association, or a state, city or county city clerk association, the International Institute of City Clerks or other professional organizations devoted to city clerk training and development? Please give examples of your activities.
2. Are you an International Institute of City Clerks Credentialed City Clerk? If so, how do you fulfill your annual professional development requirement?

Appendix E

Relations with Applicants — Do's and Don'ts

DO:

- Keep all candidates informed of their status at all times.
- Identify one point of contact through which everything flows, including contacts with candidates, reference checks, etc., in order to ensure that the information, messages, and details are consistent and that the process is fair and equitable.
- Keep all information strictly confidential throughout the entire recruitment and selection process unless state law requires otherwise.
- Create an outreach strategy that will ensure a diverse candidate pool.
- After carefully reviewing all applicant submittals, select a short list of the most promising candidates.
- While maintaining the confidentiality, carefully check educational credentials and references on those candidates judged best qualified.
- Invite those candidates judged best qualified for initial interviews at the local government's expense.
- Send the candidates under consideration an information packet that may include the outreach brochure and copies of your government's budget, charter, annual report, and other pertinent documents; or provide the information on where to find this material on the agency's website.
- Pay expenses of the candidates invited to a second interview (and of their spouses/partners, if applicable).
- Perform detailed background checks on the final candidate(s).
- Be prepared to enter into a formal written employment agreement with the successful candidate.
- Promptly notify all other candidates once the selection has been made and the position has been accepted. However, it is best to wait until the selected finalist has accepted the position and the agency and candidate have mutually agreed to the terms of the employment contract.

DON'T:

- Let the selection process last too long.
- Expect to get all the necessary information about the candidates from written material.
- Forget that you are seeking overall administrative ability, not technical competence in one specialized field.
- Forget to consider candidates who are assistant clerks as well as current city clerks.
- Overlook the need for candidates to possess municipal administrative experience and the advantages or value of college or university training, post degree training, and continued professional development.
- Release for publication any names or local governments of candidates unless state law requires it.



REGULAR ITEM

11



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
APRIL 9, 2020

3. REQUESTED MOTION/ACTION:
APPROVE, WITH MODIFICATIONS, RESOLUTION 20-93 EXTENDING CLOSURES RELATED TO COVID-19.

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)
Since the beginning of the COVID-19 worldwide pandemic, the City Council has taken steps to combat the spread of the virus through limitation, suspension, closure, and prohibition of activities or locations which are reasonably calculated to increase public gatherings or facilitate community spread. These actions include:

- Closure of the sandy gulf beach until 12:00 p.m., April 10, 2020.
- Prohibition of all special events and parades through May 1, 2020.
- Suspension of all City league sports or tournaments until May 1, 2020.
- Closure of the Frank Brown Park Community Center and Lyndell Center until May 1, 2020.

Staff requests that the Council revisit these closures and provide any extensions as the COVID-19 crisis continues to grip our community. Resolution 20-93 is an omnibus resolution allowing the Council to vote on each extension at the same time.

RESOLUTION 20-93

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, EXTENDING THE SANDY GULF BEACH CLOSURE AND ASSOCIATED PROVISIONS OF ORDINANCE 1519-E; EXTENDING THE PROHIBITION OF SPECIAL EVENTS, PARADES AND LEAGUE SPORTS; EXTENDING THE CITY'S COVID-19 ACTION PLAN RELATED TO PROHIBITING PUBLIC GATHERINGS OF GREATER THAN 10 PEOPLE ON CITY PROPERTY, THE CLOSURE OF THE CITY'S SPORT'S FIELDS, THE FRANK BROWN PARK COMMUNITY CENTER AND LYNDELL CENTER; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach ("City") is a municipality granted home rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and may exercise its governmental, corporate, and proprietary powers for municipal purposes, including to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the World Health Organization, U.S. Health and Human Services Secretary, President of the United States, Governor of the State of Florida, and Bay County have all declared the outbreak of the novel coronavirus, COVID-19, to be an international, national, state, and local emergency; and

WHEREAS, on March 9, 2020, the Governor of the State of Florida issued Executive Order 20-52 authorizing, among other things, local governments to execute their authority under the State Emergency Management Act; and

WHEREAS, on March 17, 2020, the Governor of the State of Florida issued Executive Order 20-68, directing "parties accessing public beaches to follow the CDC guidance by limiting their gatherings to no more than 10 persons, distance themselves from other parties by 6 feet, and support beach closures at the discretion of local authorities"; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution 20-80E which adopted a COVID-19 Action Plan and prohibited special events and parades until May 1, 2020; and

Resolution 20-93

AGENDA ITEM # 11

WHEREAS, on March 20, 2020, the City Council adopted Ordinance 1519-E closing the sandy gulf beach and all beach accesses until 12:00 p.m. on March 26, 2020 which was extended until March 10 by Resolution 20-87; and

WHEREAS, on April 1, 2020, the Governor of the State of Florida issued Executive Order 20-91 issuing a "Stay at Home" Order to all persons in Florida to stay home unless they are obtaining or providing essential services or carrying out essential activities; and

WHEREAS, the City Council finds that Resolution 20-80E, Ordinance 1519-E, and Resolution 20-87 have been effective measures to protect the public health, safety and welfare for the City's residents and visitors; and

WHEREAS, the State of Florida continues to see a significant rise in COVID-19 cases throughout the State and within Bay County justifying continued extraordinary measures; and

WHEREAS, considering the continuing and growing emergency facing the City and surrounding community, including the apparent rapid spread of COVID-19, the City Council deems it necessary and appropriate to extend closures, suspensions and prohibitions described herein necessary in order to meet and address the emergency presented by COVID-19 to ensure the public health, safety, and welfare of the community.

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

1. Ordinance 1519-E, related to closure of the sandy Gulf beach, is hereby extended until _____, unless such date is extended by Resolution of the City Council.

2. Resolution 20-80E, Section 2, related to the prohibition of parades and Special Events, is hereby extended until _____, 2020 unless such date is extended by Resolution of the City Council.

3. Resolution 20-80E, Section 1, is extended until _____, 2020, with regard to the following:

- a. Prohibition of all public gatherings with greater than ten (10) people at City facilities and on City property;
- b. Suspension of City recreational sports leagues and tournaments;

Resolution 20-93

AGENDA ITEM # //

c. Closure of City sports fields, Frank Brown Park Community Center, and Lyndell Center.

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:

Jo Smith, Interim City Clerk

Resolution 20-93

AGENDA ITEM # 11



City of Panama City Beach

April 2, 2020

TO: Mayor and City Council

FROM: Tony O'Rourke, City Manager *ukor*

RE: COVID-19 Mitigation Measures Deadline

On March 17th and 20th, 2020, the City Council took a series of proactive measures to slow the severity and duration of the coronavirus. The measures taken had specific deadlines. The staff is requesting City Council direction on whether to extend these deadlines. The following measures need City Council direction:

- Beach closure deadline to April 9th
- All public gatherings at City facilities and property with greater than 10 people shall be prohibited until May 1.

May

May 1-2, 2020	Cancelled FHSAA Boys State Weightlifting Champion	Arnold High School
May 2-3, 2020	National Soccer PCB College Showcase	PCB Sports Complex
May 6-6, 2020	Cancelled National Tour Lim Bay	County Pier
May 8-9, 2020	PCB Music Festival	Arnold High School
May 9-9, 2020	Taco's & Tequila	Hammerhead Fred's
May 9-9, 2020	Postpone VPCB Ironman 70.3 Gulf Coast	Edgewater Beach Resort
May 9-9, 2020	USFA Fastpitch	PCB Sports Complex
May 9-10, 2020	Pro Watercross Tour	Sharky's Beach Club
May 9-10, 2020	Travel Ball USA	Frank Brown Park
May 13-16, 2020	Florida Jeep Jam	Frank Brown Park
May 16-17, 2020	USSA Fastpitch	Frank Brown Park
May 16-17, 2020	Snap Soccer PCB Beach Cup	PCB Sports Complex
May 16-17, 2020	Speedo Long Course Invitational	Frank Brown Park Aquatic Ctr.
May 23-25, 2020	Cancelled Soccer Skills Unlimited Memorial Day Cup	PCB Sports Complex
May 23-25, 2020	GSSA Baseball	Frank Brown Park
May 28-June 1, 2020	American Footgolf League Tour Stop	Sheraton Bay Point
May 29-31, 2020	PG Playmaker May Showcase & Camp	PCB Sports Complex
May 30-31, 2020	Grand Slam Baseball	Frank Brown Park
May 30-31, 2020	USFA Fastpitch	Frank Brown Park

- All City recreational sports leagues, tournaments, sports fields, and special events shall be prohibited until May 1.
- The Community Center and Lyndell Center should be closed for the next 60 days. (March 17-May 7)

REGULAR ITEM

12

Top 10 accomplishments 2016-2020

- Construction of new City Hall
- Construction of third fire station
- Bay Parkway – beginning of Phase 2 from North Pier Park Drive to Nautilus Street
- Completion of CRA Phase 2, preparing for start of Segment 4 to include Arnold Road, FBR to Lullwater
- Approved a CRA Assessment for the continued maintenance of Front Beach Road CRA
- Transitioned Beach Safety and Lifeguard program from Police and Parks to a Beach Safety Division under the Fire Department
- Beach Safety ordinance giving police and fire enforcement rights for ticketing and eventual arrest (by PD) for disobeying double red flags
- Approved ___ miles of street resurfacing
- Purchased land for construction of new Waste Water Treatment Plant and for future lift stations
- Implemented mandatory garbage collection
- Approved a fire assessment to fund the operations of a third first station
- Expanded the code enforcement division from two to four employees, including three full-time officers and one admin position; established a director
- Created HR/Risk Management, IT and Public Information Officer positions
- Installed pedestrian crosswalk at PCB Parkway and North Pier Park Drive
- Revamped children's playground at Frank Brown Park
- Extended Nautilus