

# 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: MAY 14, 2020  
MEETING TIME: 6:00 P.M.

### A. CALL TO ORDER

1 ROLL CALL

2 INVOCATION – COUNCILMAN CASTO

3 PLEDGE OF ALLEGIANCE – COUNCILMAN CASTO

4 COMMUNITY ANNOUNCEMENTS

5 APPROVAL OF MINUTES OF MARCH 23 SPECIAL MEETING, MARCH 23 WORKSHOP, MARCH 26 REGULAR MEETING, AND APRIL 9, 2020 REGULAR MEETING

6 APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

7 PUBLIC COMMENTS – NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

### B. CONSENT AGENDA

1 **RESOLUTION 20-101, BID AWARD- MIDSIZE SWB CARGO VAN.** “A Resolution of the City of Panama City Beach, authorizing the purchase of one SWB Cargo Van from Bozard Ford Company in the total amount of \$26,996 for the Utilities Department.”

2\* **RESOLUTION 20-106, BID AWARD- CRA STREET LIGHTING EVALUATION.** “A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Metro Power, Inc., for Street Lighting Evaluation in the amount of \$20,150.”

3\* **RESOLUTION 20-108, TASK ORDER #2020-01 ROADWAY DESIGN, FRONT BEACH ROAD SEGMENT 4.2, FBR CRA.** “A Resolution of the City of Panama City Beach, Florida, approving Task Order #2020-01 for Utility Design of the Front Beach Road Community Redevelopment Plan Project Segment 4.2 in the amount of \$1,551,128.46; authorizing execution and providing an immediately effective date.”

- 4\* **RESOLUTION 20-105,FDOT LAP AGREEMENT FOR PORTION OF ALF COLEMAN ROAD.** "A Resolution of the City of Panama City Beach Florida, approving a Local Agency Program Agreement with the State of Florida Department of Transportation relating to funding for the construction of pedestrian and roadway improvements on a portion of Alf Coleman, in the basic amount of \$519,819."

**C. REGULAR AGENDA - DISCUSSION/ACTION**

<b>C. NO.</b>	<b>OFFICIAL</b>	<b>ITEM</b>
1	MS	<b>RESOLUTION 20-102, COUNCIL MEETING PROCEDURES AND CODE OF CONDUCT.</b>
2	TO	<b>RESOLUTION 20-103, COVID-19 RELATED MEASURES.</b>
3*	DC	<b>RESOLUTION 20-104, FDOT MEMORANDUM OF UNDERSTANDING RELATED TO RIGHTS OF WAYS TRANSFERS.</b>
4*	DC	<b>RESOLUTION 20-99, AUTHORIZING CONDEMNATION OF FRONT BEACH ROAD SEGMENT 3 RIGHT OF WAY AT 111 &amp; 113 ARNOLD ROAD.</b>
5*	DC	<b>RESOLUTION 20-110, TASK ORDER #2020-02 TO MSA WITH DEWBERRY ENGINEERS, INC., FOR POST DESIGN SERVICES, ALF COLEMAN PROJECT, FBR CRA.</b>
6	KJ	<b>RESOLUTION 20-107,BAY PARKWAY PHASE 2 MITIGATION AGREEMENT.</b>
7	AS	<b>RESOLUTION 20-100, BID AWARD- CONSERVATION PARK 2020 TRAIL STABILIZATION PROJECT.</b>
8	TO	<b>BOARD APPOINTMENTS.</b> a. Planning Board b. West Florida Regional Planning Council c. Audit Committee e. Half-Cent Sales Tax Citizens Oversight Committee (Mayor and Ward 4)
9	ML	<b>ORDINANCE 1518, MILITARY OVERLAY AMENDMENT, FIRST READING, <u>PUBLIC HEARING.</u></b>
10	HW	<b>RESOLUTION 20-109, FINANCE MANAGEMENT POLICIES.</b>
11	TO	<b>CREATION OF NEW COMMITTEES- DISCUSSION.</b> a. CRA Oversight Committee b. Financial Advisory Committee c. Economic Development Committee
12	AS	<b>WATER SUPPLY REDUNDANCY PLAN- DISCUSSION.</b>



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

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## COMMUNITY ANNOUNCEMENTS

This week is “National Police Week”, from May 10<sup>th</sup> thru May 16<sup>th</sup>, with tomorrow, May 15<sup>th</sup>, as “Peace Officers Memorial Day.” Flags should be half-staff if possible in their honor and remembrance.

# DRAFT MINUTES

The Special Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on March 23, 2020.

ROLL  
MAYOR MIKE THOMAS

COUNCILORS:  
PAUL CASTO  
PHIL CHESTER  
GEOFF MCCONNELL  
HECTOR SOLIS

CITY MANAGER:  
TONY O'ROURKE  
CITY CLERK:  
MARY JAN BOSSERT  
CITY ATTORNEYS:  
AMY MYERS & COLE DAVIS

Mayor Thomas called the Special Meeting to order at 9 A.M. with all Councilmen, the City Manager, City Clerk, and City Attorneys present.

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

**ITEM 1\* RESOLUTION 20-85, INTERLOCAL AGREEMENT REGARDING THE COMMUNITY REDEVELOPMENT AGENCY (CRA).**

Ms. Myers explained after the October joint meeting with the Bay County Board of County Commissioners, that it had been agreed to return a portion of the TIF. The consultant determined some reductions on right-of-way construction costs and agreed to 20% of the TIF but it would not be triggered until 2021. The Resolution also provided for a conflict resolution process.

Councilman Casto asked if Mr. David Campbell, the CRA Director, had agreed with this action. Mr. O'Rourke responded that after the director spoke with Counsel, they did not think it would materially restrain or impact the City because we project the CRA project out thirty years. Councilman Casto asked how much would be given to the County. Mr. O'Rourke replied 20% of anything over Fifteen Million Dollars (\$15,000,000) per year. Councilman McConnell said it might be a long time before the City would receive Fifteen Million Dollars per year. The Mayor asked if there were any further questions and there were none. He added that this matter had been in the works for two months and all Councilors had been in meetings with different people. He continued that this would allow the CRA to be finished as designed and help the County with their budgetary problems.

Ms. Myers read Resolution 20-85 by title. **Councilman Casto made the motion to approve Resolution 20-85. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

With nothing further, the meeting was adjourned at 9:09 A.M.

READ AND APPROVED this 14th of May, 2020.

- Any item noted with an asterisk are taken both by the City Council and the Panama City Beach Redevelopment Agency jointly and concurrently.

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

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Mayor

ATTEST:

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City Clerk



The COVID-19 Workshop of the City Council of the City of Panama City Beach, Florida, held on March 23, 2020.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

TONY O'ROURKE

CITY CLERK:

MARY JAN BOSSERT

CITY ATTORNEYS:

AMY MYERS & COLE DAVIS

Mayor Thomas called the Special Meeting to order at 10 A.M. with all Councilmen, the City Manager, City Clerk, and City Attorneys present.

**ITEM 1 DISCUSSION OF ONGOING COVID-19 STATE OF EMERGENCY AND ITS EFFECTS ON THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE CITY.**

Mr. O'Rourke explained that the Police Department, Fire Department, and Utilities operations were essential during this emergency to ensure the public health, safety, and welfare of the people. He said staff had been working on a plan for a continuity of operations because this situation was significantly different than the typical man-made or natural disaster. He wanted to assure the community that the City was still prepared to provide the core essential services. A series of measures had been developed to remain operational because they expected and must be prepared for high absenteeism of City employees, just like the general community.

Essential personnel had been defined and the City was prepared to go three-deep in every position so that there would be a backup if one person was quarantined. There would also be succession plans for all core management positions such as the City Manager and attorneys, at least two deep. He identified important alternative roles for non-essential employees so that they might support critical other services.

Mr. O'Rourke said starting this morning, the Fire Department would be running temperature checks so that if an employee had a fever, they would go home for their health as well as not exposing their fellow workers. There would be zero tolerance if an employee did not communicate if exposed or not show up on the job. If an employee was exposed, they would be quarantined as the CDC recommended until it was confirmed they were not positive. If ill, the employee would stay home and under the new congressional action this past weekend, the City would be required to provide two weeks of sick leave. Beyond that time, the employee would need to use his or her own sick leave or vacation time.

Mr. O'Rourke also recommended closing all City buildings and facilities to the public starting today to minimize exposure to our employees and elected officials. To that end, the Governor suspended certain portions of the State Statutes which required a physical presence in order to allow telecommuting for decision-making if they chose to do so. He said Mr. Jason Pickle would explain the process of a virtual meeting which would start Thursday for the Council meeting and any other future meeting.

Mr. O'Rourke explained that the City anticipated a tremendous impact on local businesses. He said the City would see a significant impact to our tourist-based revenue and estimated a 40%-60% reduction in it from now until October 1<sup>st</sup>, representing about \$5.6 Million Dollars to \$9.1 Million Dollars. He continued that staff had worked with Ms. White to find means to close that gap and identified approximately \$8.2 Million Dollars that the Council could freeze now in operating expenses and deferred capital expenses. This would be placed on Thursday's Agenda to consider so that the funds would not be spent. Mr. O'Rourke said if this emergency went into the summer, the closing would have a definite impact on next year's budget, and that staff would be prepared to do something similar next year.

Councilman McConnell asked about the mandated sick leave and if those costs were included in the reduction of expenses. Mr. O'Rourke responded affirmatively and that experts predicted that the City may lose up to 30% of staff to the virus, either for a day or two or up to two weeks. He said the best way to prevent that would be the daily temperature checks and building closures as well as social distancing in the workplace.

Mr. O'Rourke explained that the Conservation Park was open, as well as the pool and City Pier. He said the parks were open though structured-competition play was prohibited. He also emphasized the playground equipment would be kept clean.

Councilman Casto said after Hurricane Michael, some of the reserves had been used. Mr. O'Rourke replied that currently, the General Fund held \$5.1 Million Dollars in reserve. Councilman Casto asked about outstanding FEMA reimbursements, and Mr. O'Rourke replied that it was approximately Two Million Dollars which may take one to two years to receive.

Mr. O'Rourke said this Fiscal Year was in good shape with the identified reductions. He continued that staff would prefer not touching the operating reserves to allow something to save for next year since it was unknown how long the emergency would last. He was also concerned on how long it would take the local businesses to recover, if ever.

Mr. Pickle explained how a virtual meeting worked and that the City would continue to livestream through Facebook and the City website. He gave the Council options on how they could receive questions. Mayor Thomas said Ms. Ward would print out the questions and consolidate them. Mr. Pickle encouraged the public to send questions prior to the meeting so they are ready. He continued that he would prepare a guideline for the people to use.

Councilman McConnell said he had used GoTo meetings in the past and they were very reliable. He said it was not unusual for national companies to use these type of meetings and Mr. O'Rourke agreed it was routine.

Mr. O'Rourke said that Councilman McConnell had mentioned food trucks and wanted to consider liberalizing the food truck regulations. He said this could be an asset to the community to avoid social gathering as well as allow restaurants to create businesses. He said the attorneys were working on something and a draft would be brought to the Thursday meeting.

Councilman Solis said he would like to see how "shelter in place" would work and what it meant for the City. Mr. O'Rourke said he would bring information he obtained from other cities but reminded that it was not martial law although the public would be discouraged to get out of the house.

Ms. Myers asked to confirm that the Council wanted to move forward with the public hearings as a few items had already been advertised and scheduled to come back in April, or if they should be postponed. Councilman McConnell said they must continue and Mayor Thomas agreed. There were no objections.

With nothing further, the meeting was adjourned at 10:32 A.M.

READ AND APPROVED this 14th of May, 2020.

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

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Mayor

ATTEST:

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City Clerk

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on March 26, 2020.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

TONY O'ROURKE

CITY CLERK:

MARY JAN BOSSERT

CITY ATTORNEY:

AMY MYERS

Mayor Thomas called the Regular Meeting to order at 9 A.M. with all Councilmen, the City Manager, City Clerk, and City Attorney present. City Attorney Myers attended virtually. The Mayor explained how the virtual meeting would be held since the buildings were closed to prevent the spread of COVID-19. He asked for patience as the calls and comments were taken. He said Ms. Ward had copies of the questions and written comments and he outlined when comments would be allowed.

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

The Minutes of the Regular Meetings of February 13, 2020 and February 27, 2020 were available for approval.

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

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman Casto asked for Agenda Item 6 to be moved to the front of the Agenda. Ms. Myers asked if **Resolution 20-86, Conducting Virtual Public Meetings**, could be read and adopted in the Consent Agenda. There were no objections.

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

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

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

Mayor Thomas opened the Public Comments section of the meeting at 9:08 A.M. and invited comments.

1 Ms. Debbie Ward, PIO. Ms. Ward said she had received several comments related to reopening the beaches, with five asking to keep the beach closed, and eleven to open the beaches with a majority from residents or property owners. A couple of comments concerned special events and returning the deposits. Forty-one emails were received, asking that the evaluation of the City Clerk be tabled, with a majority stating it was not the right time. Ms. Ward clarified that all emails had been supplied to the Council.

2 Mr. Jonathan Reuben, 137 Oleander Circle, property owner. Mr. Reuben recommended reopening the beach because the City was a ghost town from the mass exodus.

3 Mr. Burnie Thompson, 17292 Front Beach Road. Mr. Thompson spoke of the City Clerk evaluation while in the midst of a hiring freeze. He said the City did not need to lose a vital employee and that the issue should be tabled until after the state of emergency. Mr. Thompson added that this was the first time a City Clerk had been publicly evaluated.

4 Mr. Mark Mazarella asked for the beaches to be reopened.

5 Ms. Natalie Dinkus, 17501 Front Beach Rd. Ms. Dinkus asked for the beaches to be reopened.

6 Mr. Rob Holmes. Mr. Holmes reminded that the nation was still under quarantine and until the testing issue was resolved, the beaches should remain closed.

7 Mr. Michael Steinkirchner, Evergreen St. Mr. Steinkirchner spoke of the common sense approach where if at risk, stay home. He spoke of the City Clerk not acting as the secretary to the Council and her being treated as a scapegoat. He asked that Item 7 be tabled until after the emergency.

8 Ms. Skyler Hanson, 219 Toledo Place. Ms. Hanson spoke of personal health and personal responsibility. She asked to open the beaches to local residents.

9 Ms. Mary Jan Bossert, San Souci Blvd. Ms. Bossert said she disagreed with the evaluation narratives in that if there were problems with her performance, a meeting or training class should have been offered. She said prior to receiving the evaluations, she had not been informed of any problems with her performance. Ms. Bossert continued that she had requested to meet the Council members one-on-one but had been denied. She was unaware of any missed events by the Councilors and had no issues with any Public Records Requests except for one involving Mr. Thompson. She continued that the Councilors had several days to review her rebuttal letter concerning the evaluation and she believed the evaluation was retaliatory. She spoke of the anger of Councilman Solis related to Mr. Thompson's Public Records Request and felt this was interfering with her duty to fulfill the request and punishment after she filled the Request. She spoke of her work in municipal government for sixteen years with outstanding performance reviews. She spoke of an instance

where the Mayor Thomas directed anger toward her, and nothing was done by Human Resources.

With nothing further, The Mayor closed the Public Comments section at 9:26 A.M.

### **CONSENT AGENDA**

**ITEM 1A RESOLUTION 20-86, CONDUCTING VIRTUAL PUBLIC MEETINGS.** “A Resolution of the City of Panama City Beach authorizing the use of communications media technology to conduct virtual public meetings, as more particularly set forth in the body of the Resolution, providing an immediately effective date, providing for expiration upon the termination of Executive Order 20-52.” Ms. Myers read Resolution 20-86 by title.

**ITEM 1 RESOLUTION 20-83, ANNUAL WETLANDS MONITORING.** “A Resolution of the City of Panama City Beach, Florida, approving Task Order 9 to the Master Services Agreement with Tetra Tech, Inc. for hydrologic and environmental monitoring of the Conservation Park, in the amount of \$98,570.” Ms. Bossert read Resolution 20-83 by title.

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

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

### **REGULAR AGENDA**

**ITEM 6 DIRECTIVES, EXTENSIONS, MODIFICATIONS, OR REVOCATIONS RELATED TO THE COVID-19 PUBLIC HEALTH EMERGENCY.** Councilman Casto said the additional testing had reduced the mortality rate. He spoke of the number of positives in Bay County and recommended following the health experts on social distancing, good hygiene and staying indoors as much as possible. He spoke of the fear that our local hospitals would be overrun. He said there must be a united front with all Panhandle beaches closed. He said he believed it was the right thing to do. He reminded that the kids were still out of school and feared that if the beaches were reopened, the Spring Breakers would be back, and the economy should not be placed before health.

Councilman Solis spoke of the mortality rate, with insufficient PPE and ventilators across the country. He spoke of the growth of the virus and overrun hospitals. He feared that case numbers were higher than reported because of patients not being tested. Councilman Solis said it would be irresponsible to open the beaches to visitors when our area did not have sufficient PPE, ventilators nor hospital beds. He continued that opening the beaches for locals use sounded good in theory but it was complicated because of the thousands of condo owners who owned property but were not locals. He recommended seclusion and social distancing. He said the beaches should remain closed for the next two weeks.

Councilman McConnell said the Police force did not have the manpower to check IDs for the locals as well as maintain law and order. He felt it would be unenforceable.

He said opening the beaches even for a short time would expose the people leaving the virus behind, spreading rapidly in the community. He agreed with keeping the beach closed whether seven or fourteen days.

Councilman Chester said his focus was public health and safety. He said right now, there were three cases and urged the County and City to work together. He said his major concern was the driving visitors, possibly carrying the virus to our community. He said keep the beaches closed.

Mayor Thomas said he looked at the beach as a park and if the people needed sunshine to feel better, let the residents use the beach. He said the beaches should not be open to everyone but could allow the residents its use. He disagreed with keeping the beaches closed as personal responsibility meant something, and our residents and family should be able to enjoy the beach.

Councilman Casto suggested meeting weekly to keep the public informed. Ms. Myers read Resolution 20-87, Extending the Sandy Beach Closures, by title.

**Councilman Casto made the motion to approve the Resolution 20-87 with weekly meetings. Mayor Thomas passed the gavel and seconded the motion.**

Councilman McConnell said two weeks would give the industry and visitors a better time frame to make solid plans. Councilman Solis concurred.

**The motion failed by majority roll call vote recorded as follows:**

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

**Councilman McConnell made the motion to approve Resolution 20-87 extending the beach closure to April 9<sup>th</sup>. Second was by Councilman McConnell and the motion passed by majority roll call vote recorded as follows:**

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

Mr. Davis said as part of the COVID-19 order, Councilman McConnell and the City Manager asked Counsel to draft an emergency order concerning food trucks relating to the restaurant closures. Mayor Thomas suggested delaying this matter to April 9<sup>th</sup> also. Councilman McConnell said that would delay relief to small business owners who could utilize food trucks during this emergency.

Mr. Davis explained the Emergency Order 20-01, with certain provisions of our parking lot vending regulations being suspended for food trucks. This order provided temporary guidelines for food trucks to operate, not adjacent to residential areas and the ability to operate on City property with our permission.

Mayor Thomas expressed concern about a food truck on City property operating in competition with businesses such as a nearby Burger King or McDonalds. He did not agree with that provision. Councilman Chester concurred in that it would not be fair. Councilman Solis said the restaurant should already be licensed to operate a food truck. Mr. Davis outlined the locations and times in the Emergency Order.

Councilman Solis made the motion to approve Emergency Order 20-01 with City property excluded and hours 8-8. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

**ITEM 1 RESOLUTION 20-81, BAY PARKWAY PROPORTIONATE SHARE FUNDS AND BUDGET AMENDMENT #20.** Ms. Myers read Resolution 20-81 by title. The Mayor asked for comments and there were none.

**Councilman McConnell made the motion to approve Resolution 20-81. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 2 RESOLUTION 20-82, HURRICANE MICHAEL REVENUE AND BUDGET AMENDMENT #24.** Ms. Myers read Resolution 20-82 by title. The Mayor asked if any questions or comments, and there were none.

**Councilman McConnell made the motion to approve Resolution 20-82. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 3 RESOLUTION 20-84, COVID-19 FISCAL AUSTERITY PLAN.** Ms. Myers read Resolution 20-84 by title. Councilman McConnell complimented the City Manager and Ms. White for the fantastic job looking ahead and Mayor Thomas agreed.

**Councilman McConnell made the motion to approve Resolution 20-84. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 4 MUNICIPAL SUPER TUESDAY ELECTION EARLY VOTING MODIFICATION- DISCUSSION.** Mr. O'Rourke explained the City moved the two medical units over to Lyndell during the pandemic to lessen the direct contact, which displaced the early voting site. The Supervisor of Election agreed that the Oatfield Building could be used instead of Lyndell. He continued that two sites would be available



for election day, the normal Frank Brown Community Center and the Oatfield Building. Mr. Davis added that there would be an additional cost of Seventeen Hundred Dollars (\$1,700) for the additional site but that was within the City Manager's authority. There were no objections.

**ITEM 5 CITY CLERK EVALUATION- DISCUSSION.** Councilman Solis said this was a tragedy having to discuss this matter in a public forum as it had never been done this way in the past. He said the Clerk position was an at-will position, and usually the employee would take a graceful departure versus going through actions such as this. He reminded that the City Clerk worked directly for the Council. No one had advised him that Ms. Bossert wanted to meet individually with the Council. Councilman Solis said the evaluations were independently completed and all came out with a below average evaluation. He said Ms. Bossert was a nice person, cordial and professional. He added that she had been offered another position two months ago, a different pay level but with the same benefits, but it was declined. She was offered severance pay with a period of medical benefits but that was declined.

Councilman Chester said it was a hard decision, heartbreaking. He suggested maybe doing another evaluation later.

**Councilman Solis made the motion to terminate Ms. Bossert's employment.** Mayor Thomas said the Council had received public comments that this was not right. He said he thought the City had been very fair. He passed the gavel to Vice-Mayor Chester. **Mayor Thomas seconded the motion and the motion passed by unanimous roll call vote recorded as follows:**

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

Mayor Thomas asked Ms. Bossert to step down and for Ms. Ward to take over her duties.

### DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 10:00 A.M.

- 1 Mr. Rex Reed. Mr. Reed said he agreed with the Mayor that it was not fair for the citizens not being able to go to the beach.
- 2 Mr. Dustin Fryer. Phone volume was too soft to understand comments.
- 3 Ms. Cameron Loving. Ms. Loving spoke of Spring Breakers coming, bringing the virus and congregating.
- 4 Mr. Burnie Thompson. Mr. Thompson referred to the forty-one emails and asked who would be the keeper of the records now. He said this was irresponsible and opened the City to a lawsuit.
- 5 Mr. Michael Steinkirchner. Mr. Steinkirchner said the City would be prohibited from doing business until a new City Clerk was appointed because she held the City seal. He questioned if future actions would be legitimate.

With nothing further, Mayor Thomas closed the Public Comments at 10:15 A.M.

Mr. O'Rourke recommended appointing Ms. Jo Smith, the prior City Clerk, as the Interim City Clerk effective Monday, March 30, 2020. He said she had the qualifications and experience necessary to be the keeper of the public records and other functions. Ms. Myers added that the Council could hire Ms. Smith plus Ms. Ward was already appointed as the Deputy City Clerk. She said the City business would continue.

**Councilman Solis made the motion to hire Ms. Smith as Interim City Clerk. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

Mayor Thomas asked if there were any further comments. He said this process had nothing to do with Public Records Requests.

### **CITY MANAGER REPORT**

Mr. O'Rourke said the Fire Department was checking every employee each morning, securing the City employees. He said there were up to forty employees telecommuting, allowing more social distancing within the buildings. He said staff had also identified additional cost savings of seventeen positions historically classes as exempt which would be reclassified August 1<sup>st</sup> as non-exempt, not eligible for overtime, at a minimum cost savings of Three Hundred Sixty Thousand Dollars (\$360,000) per year. He continued that the savings to date were \$8.5 Million Dollars, with the target amount of \$9.1 Million Dollars the estimated 60% reduction of tourist-based revenue this year. Mr. O'Rourke said staff was already working to plan what steps would need to be taken if the reduction continued into the next FY.

### **ATTORNEY REPORT**

Ms. Myers said she was leaving for the Bond validation meeting. Mayor Thomas thanked Ms. Myers and Mr. Davis on behalf of the Council for their work during the past few weeks. He said they had done a good job and the Councilors appreciated it.

### **COUNCIL COMMENTS**

Councilman Solis asked the community to be safe and patient during this emergency. He asked if people could purchase gift cards from their favorite places if within their budgets as the businesses needed help. He asked for the people to think about our vulnerable population. He added kudos to the new gas station with low gas prices. He said the new business did the right thing which caused the other stations to lower their prices.

Councilman McConnell thanked the Police Department and Fire Department for their good work.

Councilman Chester thanked Mr. O'Rourke and the Police Department for their good work.

Councilman Casto said the community would get through this and that the beaches would reopen one day.

Mayor Thomas reminded everyone of what a great City this is, and that it had been his pleasure to serve the beach twice, once as a Bay County Commissioner and the other as Mayor. He said it was a wonderful place to live.

With nothing further, the meeting was adjourned at 9:27 A.M.

READ AND APPROVED this 14th of May, 2020.

- Any item noted with an asterisk are taken both by the City Council and the Panama City Beach Redevelopment Agency jointly and concurrently.

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

ATTEST:

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Mayor

---

City Clerk

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on April 9, 2020.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

TONY O'ROURKE

INTERIM CITY CLERK:

JO SMITH

CITY ATTORNEY:

COLE DAVIS

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

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

The Mayor announced the Early Voting schedule and Super Tuesday Election Day. He also spoke of the anniversary of Sgt. Kevin Kight's death in the line of duty on March 27th, with his son now a full-time Police Officer at PCBPD. He asked Chief Whitman to come to the podium. Councilman Casto presented Chief Whitman with the Proclamation designating April 12-18, 2020 as "National Public Safety Telecommunicators Week" and read the Proclamation in its entirety. Chief Whitman thanked the Council on behalf of his men and women in the Comm Room.

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman Casto asked for Agenda Item 11, *Resolution 20-93, Extension of COVID-19 Closures*, to be moved to the front of the Agenda. There were no objections.

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

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

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

Mayor Thomas opened the Public Comments section at 6:06 P.M.

- 1 Mr. Mark Tate. Mr. Tate referred to an email he had sent to the Councilors and asked them to pay close attention.

2 Mr. Mark Mazarelli, 9820 Windbridge Lane. Mr. Mazarelli asked the Council to consider opening the sandy beach until noon for walking or jogging.

3 Ms. Debbie Ward, PIO. Ms. Ward recapped the emails, with one asking that the City should not contract for landscaping but perform the service itself. She said Mr. Shane Boyette was here from Gulf Power if any questions for him. She said she had twenty-seven emails to open the beach, largely from surfers. Seven were to keep the beaches closed. Four emails complained that the pool and pier were open, one email asked that the new Council choose the City Clerk. She encouraged the community to complete the 2020 Census. Ms. Ward added that the social media since March 1<sup>st</sup> was up seven thousand viewers, with now forty-two thousand followers. Mayor Thomas said he had received a text that the meeting broadcasting on the City website was good, while the Facebook reception was poor but not something the City could fix.

Mayor Thomas closed the Public Comments section at 6:14 P.M.

### **CONSENT AGENDA**

Ms. Smith read the Consent Agenda Items by title.

**ITEM 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 and Landscape of PC ,Inc., for Utilities Department Landscape Maintenance Services in the total amount of \$54,905.00".**

**ITEM 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".**

**Councilman Casto made the motion to approve the Consent Agenda. Councilman Chester said he had received a telephone call from bidders not included, and Mr. Campbell replied that other bidders had not met the specs for the bid. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

### **REGULAR AGENDA**

**ITEM 11 RESOLUTION 20-93, EXTENSION OF COVID-19 CLOSURES.** Mr. Davis read Resolution 20-93 by title. Councilman Chester said he favored keeping the beaches closed because the County had voted to keep the unincorporated areas closed. He suggested keeping them closed until the next meeting. Mr. Davis explained all were COVID Closures expired onl May 1<sup>st</sup> except for the sandy beach which expired noon tomorrow. He said the only action needed related to the sandy beach closure.

Councilman Solis said if the sandy beach was opened, it would not only be locals. He reminded that thousands of condo owners lived out of state and they would rather be

here at the beach. He said people should shelter in place. He reminded about Mexico Beach where people were coming in shuttles to the sandy beach. He said the virus cases were rising, and the ERs were only testing if being admitted to the hospital. If not, they were advised to go home for fourteen days. He said the virus would reignite if opening the beaches too early. He recommended staying closed at least two more weeks.

Councilman McConnell said he had not seen any change in the last two weeks. He concurred in delaying the opening until the next meeting.

Councilman Casto agreed with the Bay County Commissioners in keeping the beaches closed and it was important to be in lockstep with the County, not having two sets of rules. He recommended keeping the beaches closed until April 23<sup>rd</sup>.

Mayor Thomas said he disagreed. He said Bay County closing the beaches for another two weeks put a strain on the City and we almost had to follow their lead. He said the City has the pool and pier open but closes our largest park. He said he thought that action was wrong.

**Councilman Solis made the motion to approve Resolution 20-93 and closing the sandy beaches until April 23<sup>rd</sup>. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

Councilman Solis asked about the May events which drew large crowds. Councilman McConnell asked if any large events were at the first of May. Mr. O'Rourke responded that the Jeep Beach Jam had been asked to reschedule to mid-June and discussions were being held due to a conflict with already scheduled Frank Brown Park league games. Mr. O'Rourke said they were determining good dates.

**ITEM 1 ORDINANCE 1511, ST. JOE FOUR CORNERS LARGE-SCALE COMP PLAN AMENDMENT, 2<sup>ND</sup> READING, PUBLIC HEARING.** Mr. Davis read Ordinance 1511 by title. Mayor Thomas opened the Public Hearing at 6:30 P.M. and invited comments. There were none. He closed the Public Hearing at 6:31 P.M.

**Councilman McConnell made the motion to approve Ordinance 1511. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 2 ORDINANCE 1512, ST. JOE FOUR CORNERS REZONING, 2<sup>ND</sup> READING, PUBLIC HEARING.** Mr. Davis read Ordinance 1512 by title. The Mayor opened the Public Hearing at 6:32 P.M. There were no comments. Mr. Davis asked that the Public Hearing be continued until June 10<sup>th</sup>. There were no objections.

**ITEM 3 ORDINANCE 1516, GULF POWER FRANCHISE, 2<sup>ND</sup> READING, PUBLIC HEARING.** Mr. Davis read Ordinance 1516 by title. The Mayor opened the Public Hearing at 6:33 P.M. and said the Gulf Power representative was on the line if there were any questions or comments. There were none. He closed the Public Hearing at 6:33 P.M.

**Councilman Casto made the motion to approve Ordinance 1516. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 4 RESOLUTION 20-77, LANCE DUKE REVENUE CERTIFICATE.** Mr. Davis read Resolution 20-77 by title. The Mayor asked for questions or comments. There were none.

**Councilman Chester made the motion to approve Resolution 20-77. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 5 RESOLUTION 20-88, BID AWARD- PCB FIRE RESCUE CARDIAC MONITOR/DEFIBRILLATOR.** Mr. Davis read Resolution 20-88 by title. The Mayor asked if any questions or comments; there were none.

**Councilman Chester made the motion to approve Resolution 20-88. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 6 RESOLUTION 20-89, BID AWARD- RECRUITMENT AND TRACKING SERVICES AND BUDGET AMENDMENT #26.** Mr. Davis read Resolution 20-89 by title. The Mayor asked if there were any questions or comments; there were none.

**Councilman McConnell made the motion to approve Resolution 20-89. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

The Mayor said this would allow online job applications and with the new website, make online payments easier.

**ITEM 7 RESOLUTION 20-58, PARKING RATES.** Mr. Davis read Resolution 20-58 by title. The Mayor asked if there were any questions or comments; there were none.

**Councilman Casto made the motion to approve Resolution 20-58. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 8 RESOLUTION 20-94, BID AWARD- WEBSITE REDESIGN.** Mr. Davis read Resolution 20-94 by title. The Mayor called for comments; there were none.

**Councilman McConnell made the motion to approve Resolution 20-94. Second was by Councilman Casto.** Councilman Solis said this was already a previously approved budgeted item. Councilman McConnell said the big ticket items were on hold. **With nothing further, the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 9 RESOLUTION 20-90, TEMPORARY CITY CLERK CONTRACT.** Mr. Davis read Resolution 20-90 by title. The Mayor called for comments; there were none.

**Councilman Casto made the motion to approve Resolution 20-90. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

Mayor Thomas thanked Ms. Smith.

**ITEM 10 CITY CLERK SEARCH- DISCUSSION.** Mr. O'Rourke explained the plan for three models available for Council selection, inhouse, using an executive firm, or the vetting process. He said he had spoken with Mr. Colin Baenziger and a plan could be his searching for the candidates, vetting them and narrowing the total to seven to ten of the strongest applicants, and the Council interviewing the top five. The interviews would tentatively be mid-June, using ZOOM if necessary. To lower the costs, the City would do the advertising in the Florida League of Cities, Florida City Clerk Association, and NEOGOV. A steering committee could be formed which would drive the process as it was the Council's decision and employee. The applications would be due June 1<sup>st</sup>. Mr. O'Rourke said this was a fair and reasonable contract with the firm's level of vetting outstanding. He said the plan would be for the new Clerk to start August 1<sup>st</sup>.



Mayor Thomas said Mr. Baenziger researches very deep. He said if the Council followed the process, a good qualified person would be found.

Councilman McConnell said he favored the hybrid process. There were no further comments.

**ITEM 12\* CITY COUNCIL ACCOMPLISHMENTS, PAST FOUR YEARS-DISCUSSION.** Mr. O'Rourke listed the top ten accomplishments for the current Council over the last four years: included on the list were construction of the new City Hall (with no debt), construction of the third Fire Station, Bay Parkway Phases 1 and 2, completion of the CRA Segment 2, approved a CRA Assessment for the continued maintenance of the Front Beach Road CRA, purchased land for the new Wastewater Treatment Facility, implemented mandatory garbage collection, approved a Fire Assessment to fund the operations for the third Fire Station, created new positions within City Hall, and revamped Code Enforcement and added employees.

### **DELEGATIONS**

Mayor Thomas opened the Delegations portion of the meeting at 6:50 P.M.

1 Mr. Michael Steinkirchner, Evergreen Street. Mr. Steinkirchner thanked Mayor Thomas and Councilman Solis for their service. He said he thought using the Colin Baenziger firm was an excellent idea. He recommended a gradual reopening of the beach.

With no further comments, this section was closed at 6:53 P.M.

### **ATTORNEY REPORT**

Mr. Davis clarified that the County had closed the beach for two weeks. He thanked the Council for its service and their trust over the past four years. He applauded the accomplishments of the Council. Mayor Thomas said it had been a pleasure working with the Counselors after working many years with their boss, Mr. Doug Sale.

### **CITY MANAGER REPORT**

Mr. O'Rourke thanked the staff who provided the essential core services to the community. He said the Fire Department continued to provide daily temperature checks and masks were available for the employees working outdoors. He said the City had obtained rooms at the Holiday Inn Express for quarantine purposes if needed for the Police and Fire Departments. Lowes had built two decontamination units to keep our people safe.

Mr. O'Rourke said the Employee Survey was due April 15<sup>th</sup>. He suggested postponing the Community Survey until mid-summer.

He planned for Ms. White to have the Financial Management Policy ready by May 7<sup>th</sup>, which would highlight the accounting, reporting, and auditing operations. It would include the five-year financial plan and cash management. The Council would review and adopt which would provide safeguards.

### **COUNCIL COMMENTS**

Councilman Solis said he had not served in the military but it had been an honor and privilege to serve this community. He spoke of the citizens who helped in his election, the 600 who demanded changes and encouraged him to run for office. Those changes brought families to the beach in March along with college students who respected the City. He also thanked the visitors and encouraged everyone to be safe.

Councilman McConnell thanked Mayor Thomas and Councilman Solis for the work they did for the four years and that he had learned a lot over his two years with them. He said Mayor Thomas had done a lot of work for both the County and City. He said he looked forward to the Financial Management Plan. He also encouraged everyone to complete the Census as the 16% return rate to date was abysmal.

Councilman Casto thanked Mayor Thomas and Councilman Solis for their public service and sacrifice. It was not always easy and many hard decisions were made. He said the City had survived Hurricane Michael and would survive the pandemic. He thanked Mayor Thomas for his thirty years of public service, beginning with Civil Service in the City. He wished them both a happy retirement.

Councilman Chester said it had been a pleasure working with the Mayor and Councilman Solis, even if they had not always agreed. He thanked the City employees, going through these uncertain times, and the community would get through it.

Mayor Thomas said he agreed with self-distancing for everybody's health but that he felt the government was telling the people too much to do. He recommended not allowing the people on the beach to lay on towels but use the sand for exercise. He said bad things happened to people when they were confined to their homes. He recommended that the Council meet with the Bay County Commissioners before voting again, to work something out. He said the County understood the role that the City played in funding, and that plans needed to be better. He continued that his tenure had been an experience, this being the first time in twenty-four years that his name was not on the ballot. He said he enjoyed being on the Council, the many accomplishments for the community over the past years.

With nothing further, the meeting was adjourned at 7:21 P.M.

READ AND APPROVED this 14th of May, 2020.

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

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

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Mayor

ATTEST:

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City Clerk

# CONSENT ITEM

1



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Utilities Department - Al Shortt, Utilities Director

**2. MEETING DATE:**

May 14, 2020

**3. REQUESTED MOTION/ACTION:**

Approve the purchase of one replacement vehicle from Bozard Ford Company in the amount of amount of \$26,996 for the Utilities Department.

**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)**

A Utilities Department vehicle was involved in a recent traffic accident and subsequently declared a total loss by the City's insurer.

Staff prepared bid documents for a replacement vehicle. A solicitation to furnish the vehicle was publicly advertised and two bids received on April 29, 2020. The apparent low bidder, Alan Jay Automotive, did not meet all of the specifications and did not acknowledge an addendum that was issued during the bidding process. Staff is of the opinion that bid was unresponsive to the solicitation and recommends awarding the purchase to the sole remaining bidder, Bozard Ford Company in the amount of \$26,996.

Funds are available within the Utilities Department's current fiscal year budget for purchasing the replacement vehicle. Staff recommends approval of this vehicle purchase.

**RESOLUTION 20-101**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF ONE SWB CARGO VAN FROM BOZARD FORD COMPANY IN THE TOTAL AMOUNT OF \$26,996 FOR THE UTILITIES DEPARTMENT.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Bozard Ford Company, relating to the purchase of one (1) mid-size SWB cargo van for the Utilities Department in the total amount of Twenty-Six Thousand, Nine Hundred Ninety-Six Dollars (\$26,996.00), on substantially the terms and conditions of the quote 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: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Jo Smith, Interim City Clerk

SECTION 00030

**BID PROPOSAL FORM**

This proposal of BOZARD FORD CO (hereinafter called "BIDDER"), organized and existing under the laws of the State of FLORIDA, doing business as BOZARD FORD CO (a corporation, a partnership or an individual), whose Florida business license number is VF/1001558/1 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 supply the equipment specified for the **MID-SIZE SWB CARGO VAN** In strict accordance with the **BID 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.

**BASE BID**

The Undersigned, as Bidder, hereby declares that he has examined the bid specifications and informed himself fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the unit prices listed, in full and complete accordance with the noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no money will be allowed for extra work. Payment in full will be made to the supplier within 30 days of delivery and acceptance. The Bidder further proposes and agrees hereby to supply all specified equipment within no more than the following number of consecutive calendar days from issuance of City Purchase Order: **210 days for the cargo van.**

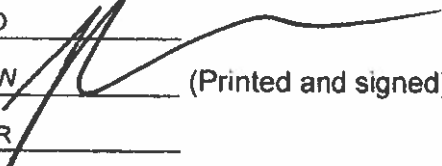
**ADDENDUM 1**  
**MID-SIZE SWB CARGO VAN**  
**CITY OF PANAMA CITY BEACH, FLORIDA**  
**APRIL 21, 2020**  
**Page 1 of 1**

**SPECIFICATIONS**

Delete the specification page in its entirety and substitute therefor the revised page attached hereto and made part of this Addendum.

ADDENDUM NO. 1  
(This form must be signed and submitted with Bid Form)

BIDDER:

BY: BOZARD FORD CO  
JOSEPH WINDROW  (Printed and signed)  
TITLE: FLEET SALES MGR  
DATE: 04-24-2020

**ADDENDUM ACKNOWLEDGMENT:**

I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

ADDENDUM NO. 1 Date 04-21-2020

**PER UNIT BID PRICE:**

Unit price for furnishing **ONE (1) Mid-Size SWB Cargo Van** in accordance with the contract Specifications as listed below:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Delivery Time</u>
SWB Cargo Van	1	<u>\$26,996.00</u>	<u>20-22-WEEKS</u>

\*Delivery time is for number of calendar days after receipt of purchase order

**NOTE:**

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. BIDS shall be on the basis of a per unit price, as noted above, and shall be the total compensation to be paid by OWNER for the specified equipment.
3. The OWNER reserves the right to reject any and all bids received.



**BIDDER'S CERTIFICATION**

BIDDER certifies that it has thoroughly familiarized itself with the BID DOCUMENTS. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide fully operational and working equipment in accordance with the BID DOCUMENTS. Furthermore, BIDDER certifies its understanding that the OWNER shall not provide any labor, equipment or materials of any kind, which may be required for the supply and delivery of the equipment, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to supply the equipment in accordance with the BID 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.

BIDDER:

JOSEPH WINDROW

Business Name

BOZARD FORD CO

Address

540 OUTLET MALL BLVD ST AUGUSTINE FLA 32084

Business License #

850-776-5294

Phone Number

04-24-2020

Date

[END OF SECTION 00030]

**NEW 2021 – MID SIZE SWB CARGO VAN**  
**ADDENDUM #1 - REVISED SPECIFICATION 4/21/20**

The new 2021, short wheel base cargo van, covered by this specification sheet shall be equipped with all standard equipment specified by the manufacturer for this model and shall include all Motor Vehicle Safety Standards as established by U.S. Department of Transportation regarding manufacture of motor vehicles. Van shall have a minimum 104.5" wheel base and a minimum cargo volume of 103 cubic feet behind front seats; shall have a I-4 gasoline type engine approximately 2.0L; front wheel drive with **eight** speed automatic overdrive transmission; **220 amp heavy duty alternator**; power 4-wheel anti-lock disc braking system; GVWR 5,200+ pounds; front axle capacity approximately 2,700 pounds; rear axle capacity minimum 2,800 pounds; independent front and semi-independent rear suspensions; front and rear gas pressurized shocks. Van shall be furnished with five (5) tires and wheels; wheels shall be 16x6.5 and tires shall be P215/55R16 all season.

Van shall have factory standard trim equipped with vinyl front bucket seats, floor and overhead consoles, tinted windshield, AM/FM radio, analog gauge package (tachometer, engine temp., etc.), factory air conditioning, standard power steering, brakes, power windows, power door locks, and backup camera.

Optional factory equipment to be provided in bid price- 180-degree swing-out rear cargo doors w/ fixed glass, daytime running lights, **LED rear cargo area lights** and reverse sensing system. Optional Masterack Smartspace cargo management system components to be provided, and installed, in bid price - Wire Mesh Partition and Rubber Cargo Floor Mat.

Paint color shall be white. Interior color shall be pewter.

The successful bidder shall be responsible for delivering the vehicle properly serviced, clean in first class running service. Pre-delivery service will include front end alignment; wheel balancing; full tank of fuel at time of delivery; removal of all stickers; delivery shall be made within 210 days from date that bid is let. If not, purchaser will not be obligated to accept vehicles.

Estimated quantity to be purchased - One (1)

City may purchase a different quantity from the stated estimate. Bids are to be on a unit basis.

The City reserves the right to reject any and all bids.



Prepared by: Joseph Windrow  
04/22/2020

Bozard Ford | 540 Outlet Mall Blvd. Saint Augustine Florida | 320840515

**2021 Transit Connect Cargo Van XL (S6E)**

Price Level: 115

**As Configured Vehicle**

Code	Description	MSRP
<b>Base Vehicle</b>		
S6E	Base Vehicle Price (S6E)	\$24,655.00
<b>Packages</b>		
100A	Order Code 100A <i>Includes:</i> - Engine 2.0L GDI I-4 Gas - Includes auto start/stop technology and EcoMode - Heavy Duty Battery (80-amp, 800CCA) - Transmission 8-Speed SelectShift Automatic - 3.80 Axle Ratio - GVWR: TBD - Tires: 215/55R16 97H XL AS - Wheels: 16" Sparkle Silver-Painted Steel - Includes full wheel covers (non-locking lug nuts) - Vinyl Front Bucket Seats - Includes 6-way manual driver seat (fore/aft, up/down & lever recline) and 4-way manual passenger seat (fore/aft & lever recline) with fold-flat back - Radio: AM/FM w/Bluetooth - Includes FordPass connect/telematics modem with WiFi hotspot connects up to 10 devices (Includes a trial subscription of 3 months or 3 gigabytes - whichever comes first, wireless service plan required after trial subscription ends), remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (Includes service for 1 year from the vehicle sale date as recorded by the dealer), 4 2" LCD multi-function display screen 1 USB port and 4 front speakers (2 front door speakers and 2 A-pillar tweeters)	N/C
<b>Powertrain</b>		
992	Engine: 2.0L GDI I-4 Gas <i>Includes auto start/stop technology and EcoMode.</i> <i>Includes</i> - Heavy Duty Battery (80-amp, 800CCA)	Included
448	Transmission: 8-Speed SelectShift Automatic	Included
STDAX	3.80 Axle Ratio	Included
STDGV	GVWR: TBD	Included
<b>Wheels &amp; Tires</b>		
STDTR	Tires: 215/55R16 97H XL AS	Included
STDWL	Wheels: 16" Sparkle Silver-Painted Steel <i>Includes full wheel covers (non-locking lug nuts)</i>	Included
<b>Seats &amp; Seat Trim</b>		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Joseph Windrow  
04/22/2020

Bozard Ford | 540 Outlet Mall Blvd. Saint Augustine Florida | 320840515

2021 Transit Connect Cargo Van XL (S6E)

Price Level: 115

As Configured Vehicle (cont'd)

Code	Description	MSRP
S	Vinyl Front Bucket Seats <i>Includes 6-way manual driver seat (fore/aft, up/down &amp; lever recline) and 4-way manual passenger seat (fore/aft &amp; lever recline) with fold-flat back</i>	Included
<b>Other Options</b>		
PAINT	Monotone Paint Application	STD
STDWB	104.8 Wheelbase	STD
STDRD	Radio: AM/FM w/Bluetooth <i>Includes FordPass connect/telematics modem with WiFi hotspot connects up to 10 devices (Includes a trial subscription of 3 months or 3 gigabytes - whichever comes first, wireless service plan required after trial subscription ends), remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (Includes service for 1 year from the vehicle sale date as recorded by the dealer), 4 2" LCD multi-function display screen 1 USB port and 4 front speakers (2 front door speakers and 2 A-pillar tweeters)</i>	Included
55A	Rear Door Fixed Glass <i>Includes normal tinted glass (2nd row/rearward). Includes: - Rear Window Wipers - Day/Night Rearview Mirror</i>	\$295.00
51G	220-Amp Heavy Duty Alternator	\$125.00
51C	Heavy Duty Battery <i>(80-amp, 800CCA)</i>	Included
76R	Reverse Sensing System	\$295.00
76D	LED Rear Cargo Area Light <i>In place of the standard rear cargo area light</i>	\$70.00
<b>Emissions</b>		
425	50-State Emissions System	STD
<b>Interior Colors</b>		
SB_02	Ebony	N/C
<b>Primary Colors</b>		
Z2_01	Frozen White	N/C
<b>SUBTOTAL</b>		<b>\$25,440.00</b>
<b>Destination Charge</b>		<b>\$1,395.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information



Prepared by: Joseph Windrow

04/22/2020

Bozard Ford | 540 Outlet Mall Blvd Saint Augustine Florida | 320840515

2021 Transit Connect Cargo Van XL (S6E)

Price Level: 115

**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
TOTAL		\$26,835.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CONSENT ITEM

2\*



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Public Works (CRA) David O. Campbell

**2. MEETING DATE:**

5/14/2020

**3. REQUESTED MOTION/ACTION:**

Award bid for the CRA Lighting Evaluation Contract to Metro Power, Inc.

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED  YES  NO

N/A

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

The City of Panama City Beach received bids on April 6, 2020 for street lighting evaluation in accordance with Hagerty Consultants recommendations and FEMA requirements.

The street lights that are not functioning or damaged from the Hurricane will be evaluated to determine repair costs. The City will then seek reimbursement for the evaluation cost and the cost to repair each light.

The City received two bids and the results are as follows:

Metro Power, Inc. - \$20,150  
Gulf South Electric - \$27,793

Staff determined Gulf South Electric to be non-responsive because not all necessary items were included with their bid.

Staff determined Metro Power to be responsive, responsible and the low bidder.

Staff recommends awarding the lighting evaluation bid to Metro Power, Inc. in the amount of \$20,150.

This item is in the FY 19-20 CRA Budget.

**RESOLUTION 20-106**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH METRO POWER, INC. FOR STREET LIGHTING EVALUATION IN THE AMOUNT OF \$20,150.**

**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 Metro Power, Inc., relating to the evaluation of streetlights located in CRA district that are currently damaged or not operating, in the amount of Twenty Thousand, One Hundred Fifty Dollars (\$20,150.00), on substantially the terms and conditions contained in the quote 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: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Jo Smith, Interim City Clerk



PANAMA CITY BEACH – “CRA LIGHTING EVALUATION CONTRACT”

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SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 3rd day of April, 2020 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Metro Power, Inc., doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 798 21st Ave. Albany, GA 31701 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of "CRA LIGHTING EVALUATION CONTRACT" ("Project"), 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 employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within forty five (45) calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$ 100.00/day for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 20,150.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010 ADVERTISEMENT FOR BIDS

Section 00020 INFORMATION FOR BIDDERS

Section 00030 BID PROPOSAL FORM

Section 00050 AGREEMENT

Section 00080 NOTICE OF AWARD

Section 00090 NOTICE TO PROCEED

Section 00095 STATEMENT UNDER SECTION 287.087, FLORIDA  
AGREEMENT 00050-2

**STATUTES, ON PREFERENCE TO BUSINESSES WITH  
DRUG-FREE WORKPLACE PROGRAMS**

Section 00097 PUBLIC ENTITY CRIMES STATEMENT

Section 00099 CERTIFICATE OF INSURANCE

Section 00100 GENERAL CONDITIONS

Attachment 1 --

CRA Damaged Streetlight inventory

Attachment 2 --

CRA Lighting Specifications

ADDENDA:

No. 1, dated March 31, 2020

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

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

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

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

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

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

If to Owner:

\_\_\_\_\_  
City of Panama City Beach  
\_\_\_\_\_  
17007 Panama City Beach Parkway  
\_\_\_\_\_  
Panama City Beach, FL 32413  
ATTENTION: \_\_\_\_\_ Richard E. Jackson, City Manager  
Fax No.: \_\_\_\_\_ (850) 233-5108

If to Contractor:

\_\_\_\_\_  
Metro Power, Inc.  
\_\_\_\_\_  
798 21st Ave.  
\_\_\_\_\_  
Albany, GA 31701  
ATTENTION: \_\_\_\_\_ Hank Hall  
Fax No.: \_\_\_\_\_ Email: hank.hall@metropower.com

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

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

more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

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

suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 45 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 45 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

#### 17. INSURANCE - BASIC COVERAGES REQUIRED

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

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

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE  
COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in 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 \$10,000,000,each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

none is required at this time

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,  
FLORIDA

ATTEST:

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

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

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

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

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

CONTRACTOR: MetroPower, Inc.

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

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

NAME: Duane Howell  
(Please Type)

NAME Hank Hall  
(Please Type)

ADDRESS: 798 21st Ave. Albany, GA 31701

[END OF SECTION 00050]

**CONSENT ITEM**

**3\***



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Public Works (CRA) David Campbell

**2. MEETING DATE:**

5/14/2020

**3. REQUESTED MOTION/ACTION:**

Approve Dewberry Task Order 2020-01 to provide Professional Engineering Design, Survey, Permitting and Construction Administration Services for CRA Project Segment 4.2 Front Beach Road ( Hills Road to Hutchison Blvd).

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO

N/A

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

In accordance with the MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC. RELATING TO PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION SERVICES FOR FRONT BEACH ROAD REDEVELOPMENT PLAN PROJECT, dated June 28, 2018, Staff requests approval of attached Dewberry Task Order 2020-01 to provide Professional Engineering Design, Survey, Permitting and Construction Administration Services for CRA Project Segment 4.2 Front Beach Road (Hills Road).

The task order includes project management, surveying, roadway analysis and design, stormwater analysis and design, structural, landscape, signalization, road striping and signing, lighting, geotechnical engineering, and permitting. The amount of the Task Order is \$1,551,128.46. Utility design and coordination will be accomplished under separate task order.

Approving this task order will allow the City to move one step closer to achieving the goals set forth in the Front Beach Road Community Redevelopment Plan adopted by City Council in August 2001.

This item is in the FY19-20 CRA Budget.

**RESOLUTION 20-108**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER #2020-01 WITH DEWBERRY ENGINEERS, INC., FOR ENGINEERING AND DESIGN OF THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN PROJECT SEGMENT 4.2 IN THE AMOUNT OF \$1,551,128.46; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Task Order #2020-01 to the Master Services Agreement between the City and Dewberry Engineers, Inc., for Professional Engineering Design, Survey, Permitting, and Construction Administration Services for Front Beach Road Community Redevelopment Plan Project Segment 4.2 in the amount of One Million, Five Hundred Fifty-One Thousand, One Hundred Twenty-Eight dollars and Forty-Six cents (\$1,551,128.46) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Jo Smith, Interim City Clerk

COMBINED TASK ORDER AND  
NOTICE TO PROCEED

TASK ORDER NO. 2020-01

DATE  
5/04/20

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC. RELATING TO CRA SEGMENT 4.2 ENGINEERING SERVICES dated June 26, 2018, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to CRA Segment 4.2.

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

a stipulated sum of \$ 1,551,128.46; or  
 a stipulated sum of \$ \_\_\_\_\_ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,  
Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and  
Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_; or  
 a fee determined on a time-involved basis with a maximum cost of \$ \_\_\_\_\_;

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

Work shall begin on May 18, 20 20, and shall be completed within 455 calendar days. The date of completion of all work is therefore August 16, 20 21. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

DEWBERRY ENGINEERS, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager

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

**CITY OF PANAMA CITY BEACH  
MASTER SERVICES AGREEMENT**

**Professional Engineering Design, Survey, Permitting and Construction Administration Services for Front  
Beach Road Community Redevelopment Plan Project**

**TASK ORDER 2020-01**

This Task Order is for the purpose of Dewberry Engineers, Inc. as the Engineer to provide professional services for the **Community Redevelopment Plan Project Segment 4.2 Front Beach Road (East of Hill Road to Hutchison Blvd)** to the City of Panama City Beach (City) acting by and through its Council. Dewberry Engineers, Inc. understands the City is requesting professional services to complete the survey and design within the referenced Segment 4.2 of the CRA.

**SCOPE OF SERVICES AND FEE SCHEDULE**

**1.0 PROJECT MANAGEMENT & COORDINATION - \$46,316.00**

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**Project Coordination & Technical Evaluation Process**

1. Provide project oversight and coordination between the design team, City of Panama City Beach and Florida Department of Transportation (FDOT) as needed
2. Coordination with design team and sub consultants throughout the project
3. Provide monthly updates to City staff to discuss milestone reviews and project updates
4. Provide coordination and assist in public outreach with City staff throughout the design phase

**2.0 SURVEY - \$145,380.00**

---

**Roadway/Right of Way/Subsurface Utility Engineering (SUE)**

1. Document research and field review verification with project engineer and City of Panama City Beach
2. Topographic data collection for entire right of way, associated turn lanes along Front Beach Road and major intersections of Nautilus Street, Argonaut Street and proposed new round about for the east termini (Front Beach Road, Lantana Street and Hutchison Blvd)
3. Survey of right of way for conveyance/acquisition purposes along project length and pond site locations
4. Legal descriptions and sketch for all utility, stormwater and construction easements (as required)
5. Collection of all existing structures within the right of way along Front Beach Road for Segment 4.2
6. Survey roadway cross sections/profiles
7. Boundary and topographic survey of route and pond site locations
8. Utility location survey existing utilities within the right of way of Front Beach Road and cross road intersections
9. Perform Subsurface Utility Engineering Survey (SUE) at critical locations as needed
10. Quality assurance/quality control

**3.0 ROADWAY ANALYSIS - \$350,694.00**

---

**Roadway Analysis – Segment 4.2 & Round About (Front Beach Road/Lantana Street/Hutchison Blvd)**

1. Typical section package
2. Pavement design package
3. Horizontal/vertical master design files
4. Access management
5. Cross section design files
6. Traffic control analysis
7. Master TCP design files
8. Design report
9. Verification of quantities
10. Develop engineer cost opinion
11. Other roadway analysis (cross roads/intersections estimate 14)
12. Field verification reviews
13. Attend technical meetings (as needed)
14. Quality assurance/quality control reviews



#### ***4.0 ROADWAY PLANS - \$166,865.00***

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##### **Roadway Plans - Segment 4.2 & Round About (Front Beach Road/Lantana Street/Hutchison Blvd)**

1. Develop key sheet
2. Summary of pay items including quantity input
3. Develop typical sections
4. Develop typical section details
5. General notes/pay item notes
6. Summary of quantities sheets
7. Project layout plan
8. Develop plan/profile sheets
9. Develop intersection layout details
10. Develop special profile (106 driveway profiles along Segment 4.1)
11. Develop intersection layout details
12. Develop special details
13. Roadway soils survey sheets
14. Cross sections (estimate 144 cross sections)
15. Develop temporary traffic control plan sheets
16. Develop temporary traffic control cross section sheets
17. Develop temporary traffic control detail sheets
18. Develop utility adjustment sheets
19. Develop Roadway plans for 60%, 90% and 100% plan review submittals
20. Project network control sheets
21. Utility verification sheets (SUE Data)
22. Quality assurance/quality control reviews
23. Preparation of bid documents and specifications

#### ***5.0 DRAINAGE AND STORMWATER ANALYSIS - \$184,782.00***

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##### **Drainage/Stormwater Analysis - Segment 4.2 & Round About (Front Beach Road/Lantana St/Hutchison Blvd)**

1. Drainage map hydrology and pond siting analysis
2. Base clearance calculations
3. Design of cross drains in accordance with FDOT and City of Panama City Beach standards
4. Design of conveyance system and structures in accordance with FDOT and City of Panama City Beach standards
5. Design of stormwater management facilities to meet FDOT, FDEP and City of Panama City Beach design requirements
6. Design of floodplain compensation (As needed)
7. Design of storm drains along Front Beach Road and intersection improvements
8. Develop drainage design documentation report
9. Temporary drainage analysis (drainage management during construction)
10. Technical special provisions and modified special provisions
11. Hydroplaning analysis (spread calculations)
12. Field reviews
13. Conduct technical meetings with FDOT and City of Panama City Beach
14. Prepare stormwater design report (FDEP stormwater permit package)
15. Develop comprehensive ICPR Stormwater model to reflect design, drainage structures and ponds
16. Develop Engineer Cost opinion
17. Quality Assurance/Quality Controls

#### ***6.0 DRAINAGE AND STORMWATER PLANS PREPARATION - \$84,351.00***

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##### **Drainage/Stormwater Plans - Segment 4.2 & Round About (Front Beach Road/Lantana St/Hutchison Blvd)**

1. Drainage Map (Including Intersections)
2. Summary of drainage structures (Estimate 72 Structures)
3. Develop drainage structure sheets (Estimate 72 Structures)
4. Develop miscellaneous drainage detail sheets
5. Develop retention/detention pond cross sections and detail sheets
6. Develop Stormwater Pollution Prevention Plan (SWPPP) plan sheets
7. Develop 60%, 90% and 100% drainage plans in accordance with FDEP, FDOT and City of Panama City Beach Design Standards
8. Provide updated plan sets per reviews by the City of Panama City Beach, FDEP and FDOT
9. Quality assurance/quality control reviews
10. Preparation of bid documents and specifications

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**7.0 UTILITY COORDINATION - \$59,365.00**

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**Utility Coordination - Segment 4.2 & Round About (Front Beach Road/Lantana St/Hutchison Blvd)**

1. Utility coordination kickoff meeting
2. Inventory existing Utility Agency Owners (UAO)
3. Exception processing
4. Preliminary utility meeting with City of Panama City Beach Utility Department
5. Perform individual/field meetings with UAOs
6. Collect and review plans and data from UAOs
7. Subordination of easements coordination
8. Verification and review utility markups, work schedules and processing of schedules and agreements
9. Utility constructability reviews with UAOs and City of Panama City Beach Utility Department
10. Contract plans to UAOs

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**8.0 STRUCTURAL DESIGN (MISC STRUCTURES) - \$16,473.00**

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**Structural Analysis and Design**

1. Analysis and design of cross-drains and mast arms
2. Preparation of mast arm data table plan sheets
3. Prepare 60%, 90% and 100% structural design in accordance with FDOT and City Design Standards
4. Quality Assurance/Quality Control
5. Develop engineer cost opinion
6. Preparation of bid documents and specifications

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**9.0 LANDSCAPE ARCHITECT ANALYSIS AND PLANS - \$46,667.00**

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**Analysis and Design - Segment 4.2 & Round About (Front Beach Road/Lantana St/Hutchison Blvd)**

1. Data collection
2. Site inventory and analysis
3. Planting design
4. Irrigation design
5. Hardscape design
6. Plan summary boxes
7. Field reviews
8. Attend technical meetings/public meetings (as needed)
9. Develop key sheet, tabulation of quantities and general notes applicable landscape design
10. Prepare planting plans for linear roadway project along Segment 4.2
11. Prepare planting details and notes
12. Prepare irrigation details and notes
13. Develop hardscape plans in accordance with the City of Panama City Beach CRA Design Guidelines
14. Develop landscape cost opinion
15. Develop drainage plans consistent with design modifications and alternate stormwater facility locations
16. Develop engineer cost opinion
17. Quality assurance/quality control review
18. Preparation of bid documents and specifications

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**10.0 SIGNALIZATION ANALYSIS AND PLANS - \$107,930.46**

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**Signalization Analysis – (Gortemoller Engineering, Inc. \$63,325.00 and FTE \$44,605.46)**

1. Traffic data collection and analysis (Performed by FTE Estimate @ \$44,605.46)
2. Signal warrant study
3. Systems timing analysis
4. Reference and master signalization design file
5. Reference and master interconnect communications design file
6. Prepare overhead street name sign design
7. Pole elevation analysis
8. Prepare traffic signal operation report
9. Verification of quantities
10. Develop special provisions and modified special provisions
11. Perform queue length analysis
12. Conduct field reviews
13. Attend technical meetings with FDOT Traffic Operations, Gulf Power Company and Maintaining agencies (City of Panama City Beach and Bay County as required)
14. Develop key sheet
15. Prepare tabulation of quantities, general notes and pay item notes
16. Develop plan sheets

17. Develop interconnect plans
18. Develop guide sign worksheet
19. Develop special details
20. Develop Mast arm/monotube tabulation sheet
21. Prepare utility conflict sheet
22. Prepare interim standards
23. Quality assurance/quality control reviews

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#### **11.0 SIGNING AND PAVEMENT MARKINGS ANALYSIS AND PLANS - \$117,505.00**

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##### **Signing and Pavement Marking Analysis – (Gortemoller Engineering, Inc.)**

1. Traffic data analysis
2. Reference and master design file
3. Prepare multi-post sign support calculations
4. Sign panel design analysis
5. Verification of quantities
6. Develop special provisions and modified special provisions
7. Perform queue length analysis
8. Conduct field reviews
9. Attend technical meetings as required
10. Develop key sheet
11. Prepare tabulation of quantities, general notes and pay item notes
12. Develop plan sheets
13. Develop typical details
14. Develop guide sign worksheets (8 side roads & Pier Park guide signs)
15. Quality assurance/quality control reviews

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#### **12.0 LIGHTING ANALYSIS AND PLANS - \$148,500.00**

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##### **Lighting Analysis – (Gortemoller Engineering, Inc.)**

1. Prepare lighting justification report
2. Prepare lighting design analysis report
3. Voltage drop calculations
4. Reference and master design files
5. Prepare design documentation
6. Verification of quantities
7. Develop engineer cost opinion
8. Develop technical special provisions and modified special provisions
9. Conduct field reviews
10. Attend technical meetings
11. Develop key sheets
12. Prepare tabulation of quantities, general notes and pay item notes
13. Develop pole data, legend and criteria
14. Develop service point details
15. Develop plan sheets
16. Prepare interim standards
17. Quality assurance/quality control reviews

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#### **13.0 PERMITTING - \$51,340.00**

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##### **Regulatory Permitting**

1. Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP)
2. Florida Department of Environmental Protection (FDEP) Watermain Extension for PWS
3. Florida Department of Environmental Protection (FDEP) Domestic Wastewater Collection/Trans Permit
4. Florida Department of Transportation (FDOT) Right of Way Use Permit
5. Florida Fish and Wildlife Service (FFWS)
6. U.S. Army Corps of Engineers (USACE) General Permit/Nationwide
7. Permit Application Fees (Includes \$5,000.00 Budget Estimate)

**14.0 GEOTECHNICAL ENGINEERING SERVICES - \$24,950.00**

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**Geotechnical Services – (Southern Earth Sciences, Inc.)**

1. Dewberry will coordinate geotechnical services required to design and permit the proposed roadway and stormwater treatment facilities/ponds to serve Segment 4.2 along Front Beach Road
2. Roadway borings (Estimate 25) and cores (Estimate 10) to verify soil suitability along the proposed roadway stormwater treatment facilities in accordance with FDOT and the City of Panama City Beach Design Standards
3. Mast Arms SPT/CPT Borings for design of foundations (Estimate Six 35' Borings)
4. Double Ring Infiltrometer (DRI) Testing to serve as design parameters for the proposed stormwater treatment facilities (Estimate 3 DRIs)
5. Verification of soils and seasonal high groundwater tables along the proposed roadway and stormwater treatment facilities
6. Associated lab testing for verification of soil types and stormwater design parameters
7. Engineering evaluation and report

**EXCLUSIONS**

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1. Permit application fees (state and federal agencies)
2. Construction Engineering Inspection Services (CEI)
3. Legal review services for right of way acquisition

**FEE ESTIMATE**

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**Professional Services Fees**

1. <b>Project Management and Coordination</b>	<b>\$46,316.00</b>
2. <b>Survey – Roadway/Right of Way/SUE</b>	<b>\$145,380.00</b>
3. <b>Roadway Analysis</b>	<b>\$350,694.00</b>
4. <b>Roadway Plans</b>	<b>\$166,865.00</b>
5. <b>Drainage and Stormwater Design</b>	<b>\$184,782.00</b>
6. <b>Drainage and Stormwater Plans</b>	<b>\$84,351.00</b>
7. <b>Utility Coordination and Design</b>	<b>\$59,365.00</b>
8. <b>Structural Design</b>	<b>\$16,473.00</b>
9. <b>Landscape Architectural Analysis and Design</b>	<b>\$46,667.00</b>
10. <b>Signalization Analysis and Design</b>	<b>\$107,930.46</b>
11. <b>Signing and Pavement Marking</b>	<b>\$117,505.00</b>
12. <b>Lighting Analysis and Design</b>	<b>\$148,500.00</b>
13. <b>Permitting</b>	<b>\$51,340.00</b>
14. <b>Geotechnical Engineering Services</b>	<b>\$24,950.00</b>

**Total \$1,551,128.46**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

Dewberry Engineers, Inc.  
203 Aberdeen Parkway  
Panama City, Florida 32405

CITY OF PANAMA CITY BEACH, FLORIDA  
110 S. Arnold Road  
Panama City Beach, Florida 32413

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

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

Name: Clifford D. Wilson III, PE.

Name: Tony O'Rourke

Title: Vice President

Title: City Manager

Witnessed: \_\_\_\_\_

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT (GORTMOLLER ENGINEERING & FTE)**  
SHEET 2

Name of Project: Segment 4.2  
 County: Panama City Beach/Bay County  
 FPN: TO 20-01  
 FAP No.:

Consultant Name: Dewberry Engineers Inc.

Date: 4/6/2020

Staff Classification	Total Staff Hours From "SH Summary Firm"	Senior Engineer	Senior Project	Engineer	Engineer Intern									SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$185.00	\$145.00	\$110.00	\$65.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	474	71	119	190	95	0	0	0	0	0	0	0	0	475	\$59,365	\$124.98
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	591	118	236	177	59	0	0	0	0	0	0	0	0	590	\$80,535	\$136.50
20. Signing & Pavement Marking Plans	144	14	43	58	29	0	0	0	0	0	0	0	0	144	\$17,670	\$122.71
21. Signalization Analysis	344	69	138	103	34	0	0	0	0	0	0	0	0	344	\$46,995	\$136.61
22. Signalization Plans	133	13	40	53	27	0	0	0	0	0	0	0	0	133	\$16,330	\$122.78
23. Lighting Analysis	654	131	262	196	65	0	0	0	0	0	0	0	0	654	\$89,310	\$136.56
24. Lighting Plans	220	22	66	88	44	0	0	0	0	0	0	0	0	220	\$27,060	\$123.00
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>2,560</b>	<b>438</b>	<b>904</b>	<b>865</b>	<b>353</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,560</b>		
<b>Total Staff Cost</b>		<b>\$81,030.00</b>	<b>\$131,080.00</b>	<b>\$95,150.00</b>	<b>\$30,005.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$337,265.00</b>	<b>\$131.74</b>

Check = \$337,265.00

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:					\$337,265.00
SUBTOTAL ESTIMATED FEE:					\$337,265.00
FTE Traffic Analysis					\$44,605.46
<b>GRAND TOTAL ESTIMATED FEE:</b>					<b>\$381,870.46</b>

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT (GORTMOLLER ENGINEERING & FTE)**  
**SHEET 3**

Name of Project: Round About (Front Beach Road/Lantana Street/Hutchison Blvd)  
 County: Bay County  
 Project Name: CRA Segment 4.2 (Round About) - East Termini

Consultant Name: Dewberry Engineers Inc.  
 Consultant No.: TC 20-01  
 Date: 4/6/2020

Staff Classification	Total Staff Hours From "SH Summary Firm"	Senior Engineer	Senior Project	Engineer	Engineer Intern									SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	62	12	12	25	12	0	0	0	0	0	0	0	0	61	\$7,730	\$126.72
4. Roadway Analysis	580	58	116	232	174	0	0	0	0	0	0	0	0	580	\$67,860	\$117.00
5. Roadway Plans	303	30	91	121	61	0	0	0	0	0	0	0	0	303	\$37,240	\$122.90
6a. Drainage Analysis	196	20	49	69	59	0	0	0	0	0	0	0	0	197	\$23,410	\$118.83
6b. Drainage Plans	141	14	42	56	28	0	0	0	0	0	0	0	0	140	\$17,220	\$123.00
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	39	4	12	14	10	0	0	0	0	0	0	0	0	40	\$4,870	\$121.75
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	98	10	29	29	29	0	0	0	0	0	0	0	0	97	\$11,710	\$120.72
20. Signing & Pavement Marking Plans	66	7	13	20	26	0	0	0	0	0	0	0	0	66	\$7,590	\$115.00
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	169	17	51	51	51	0	0	0	0	0	0	0	0	170	\$20,485	\$120.50
24. Lighting Plans	102	10	20	31	41	0	0	0	0	0	0	0	0	102	\$11,645	\$114.17
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	1,756	182	435	648	491	0	0	0	0	0	0	0	0	1,756		
<b>Total Staff Cost</b>		\$33,670.00	\$63,075.00	\$71,280.00	\$41,735.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$209,760.00	\$119.45

Check = \$209,760.00

SALARY RELATED COSTS:		\$209,760.00
SUBTOTAL ESTIMATED FEE:		\$209,760.00
Geotechnical Field and Lab Testing Included Previously		\$0.00
SUBTOTAL ESTIMATED FEE:		\$209,760.00
FTE Traffic Counts		\$1,980.00
<b>TOTAL FEE (Round About):</b>		<b>\$211,740.00</b>

Notes:  
 1. This sheet to be used by Subconsultant to calculate its fee.

# CONSENT ITEM

4\*





# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Public Works (CRA), David O. Campbell

**2. MEETING DATE:**

5/14/2020

**3. REQUESTED MOTION/ACTION:**

Approve FDOT Local Agency Program (LAP) agreement for the Construction of the Alf Coleman Road Pedestrian Safety Improvement Project.

**4. AGENDA**

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED  YES  NO

N/A

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

The City of Panama City Beach was awarded an FDOT Road Safety Grant for Alf Coleman Rd. between Panama City Beach Parkway and Hutchison Blvd. for the purpose of installing sidewalks and street lighting. The amount of the grant is \$519,819.

Because Alf Coleman Rd is located in a flood plain and is prone to flooding, City Council approved funding for the design and construction to raise the road above flood stage in conjunction with the Road Safety Grant Project.

The Local Agency Program (LAP) agreement is the financial vehicle in which the Federal grant funds are administered to the local agency by FDOT. By approving the LAP agreement, the City will be reimbursed by FDOT for the construction of the project in the amount not to exceed \$519,819, which is the projected estimate for the pedestrian sidewalk and lighting portion of the project.

The entire project is estimated to cost \$2,170,048.

Funds for the construction phase of this project (the subject of this task order) are available in the FY19-20 CRA Budget.

**RESOLUTION 20-105**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO FUNDING FOR THE CONSTRUCTION OF PEDESTRIAN AND ROADWAY IMPROVEMENTS ON A PORTION OF ALF COLEMAN, IN THE BASIC AMOUNT OF \$519,819.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Local Agency Program Agreement between the City and the State of Florida Department of Transportation, relating to construction of the Alf Coleman Pedestrian Safety Project, accepting the use of state and federal funds to reimburse project costs in the amount of Five Hundred Nineteen Thousand, Eight Hundred Nineteen Dollars (\$519,819.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Jo Smith, Interim City Clerk

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FPN: <u>441742-2-58-01, 441742-2-58-02</u>	FPN: <u>441742-2-68-01, 441742-2-68-01</u>	FPN: _____
Federal No (FAIN): <u>D319 038 B</u>	Federal No (FAIN): <u>D319 038 B</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ACLD, LF</u>	Fund: <u>ACLD, LF</u>	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No: 46 (Bay) Contract No: \_\_\_\_\_  
Recipient Vendor No: VF596045116012 Recipient DUNS No: 80-939-7102  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and the City of Panama City Beach ("Recipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction of the Alf Coleman Road Pedestrian Safety Improvement Project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before June 30, 2021. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 2,170,048. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$519,819 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.  
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

## **6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## **7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
  - c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
  - d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
  - e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
  - f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
  - g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

## **8. Audit Reports:**

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “E” to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.



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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017,

Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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

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

shall

shall not

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

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air

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Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

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- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.
- f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then Exhibit "L", Landscape Maintenance, is attached and incorporated into this Agreement.
- g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "M", Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "N", Traffic Signal Maintenance is attached and incorporated into this Agreement.

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i.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

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

\* Additional Exhibit(s):

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



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

RECIPIENT City of Panama City Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

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

Name:

Name: Tim Smith, P.E

Title:

Title: Interim Director of Transportation Development

Legal Review:

\_\_\_\_\_

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 441742-2-58-01, 441742-2-58-02  
441742-2-68-01 441742-2-68-02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Panama City Beach (the Recipient)

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**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.594 Miles

**PROJECT DESCRIPTION:** This project consists of the Alf Coleman Pedestrian Safety Project from SR 392A (Hutchison Blvd) to SR30A (Emerald Coast Parkway). The project includes the construction of approximately 2,470 LF of 6' wide sidewalk with curb and gutter on the west side and approximately 820 LF of 6' wide sidewalk with curb and gutter on the east side of Alf Coleman Road along with all necessary clearing and grubbing, excavation and fill material. Some areas will require the installation of concrete gravity walls with pedestrian safety railing to minimize impacts to wetlands. Demolition, concrete work, culverts, trench drains and inlets, thermoplastic striping, signage, and detectable warning devices will be installed at driveways as necessary. Cost associated with this work will be tracked under 441742-2-58-01.

In addition, at 100% cost to the Recipient, the project also includes raising the profile of the road approximately 1.5 feet, at the lowest point, to an elevation approximately one foot above the 100-year flood plain, to include excavation, demolition, clean fill, asphalt, base material and concrete. Storm sewer pipe, inlets, trench drains, flumes, and concrete headwalls will be installed at or near the culvert crossings connecting the wetlands on both sides of the road. Concrete manholes, junction boxes, and conflict boxes will be installed a necessary. Coordination with all utilities will be required including adjusting valve boxes and installing splice and pull boxes. All necessary erosion control and traffic control, including traffic separators will be provided by the contractor. All appropriate striping and signage will be provided by contractor. Cost associated with this work will be tracked under 441742-2-58-02.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be designed and constructed within the existing right of way. If right of way is needed, the agency shall notify the Department prior to commencement of any right-of-way activities. The Agency will be required to be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

The Agency shall provide a copy of the 60%, 90%, and final plans for the Department's review and approval.

The Agency shall be responsible for obtaining all permits associated with the project.

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION AND RESPONSIBILITIES**

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

When developing plans and specifications the Agency shall consider the following:

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by June 30, 2021.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** he Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

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**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: City of Panama City Beach 116 S Arnold Road Panama City Beach, FL. 32413	FINANCIAL PROJECT NUMBER: 441742-2-58-01, 441742-2-58-02 & 441742-2-68-01, 441742-2-68-02
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PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: 2020 (Safety Program / Local Funds)	\$ 1,999,762.00	\$ 1,535,638.00	\$ _____	\$ 464,124.00
FY: ( )	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 1,999,762.00	\$ 1,535,638.00	\$ 0.00	\$ 464,124.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: 2020 (Safety Program / Local Funds)	\$ 170,286.00	\$ 114,591.00	\$ _____	\$ 55,695.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 170,286.00	\$ 114,591.00	\$ 0.00	\$ 55,695.00
<b>(Insert Phase)</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$ 2,170,048.00</b>	<b>\$ 1,650,229.00</b>	<b>\$ 0.00</b>	<b>\$ 519,819.00</b>

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

\_\_\_\_\_  
 District Grant Manager Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**Exhibit "C"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40D  
PROGRAM MANAGEMENT  
OGC – 10/18  
Page 1 of 1

**EXHIBIT "D"**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**EXHIBIT "E"**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** <https://www.cfda.gov/>  
**Award Amount:** \$2,170,048.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsrs.gov/>



## EXHIBIT "F"

### CONTRACT PAYMENT REQUIREMENTS

#### Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

**EXHIBIT "G"**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

**REGULAR ITEM**

**1**



## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION

2. MEETING DATE:  
MAY 14, 2020

3. REQUESTED MOTION/ACTION:  
CONSIDER RESOLUTION APPROVING PUBLIC COMMENT PROTOCOL.

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 THE APRIL 23RD MEETING OF THE NEWLY ELECTED CITY COUNCIL, COUNCILMEMBERS EVIDENCED A COMMITMENT TO IMPROVE COUNCIL MEETING TRANSPARENCY AND PUBLIC ENGAGEMENT. IN THIS VEIN, THE MAYOR STATED AN INTENTION TO INVITE PUBLIC COMMENT ON EACH AGENDA ITEM AS THAT ITEM WAS CONSIDERED BY THE COUNCIL, AND TO PERMIT AN PUBLIC COMMENT PERIOD AT THE BEGINNING OF EACH MEETING TO ALLOW THE PUBLIC TO PROVIDE COMMENT ON CITY BUSINESS NOT INCLUDED ON THE MEETING AGENDA.

THE ATTACHED RESOLUTION CONFIRMS THE TIMES IN WHICH PUBLIC COMMENT WILL BE INVITED ON AGENDA AND NON-AGENDA BUSINESS, DELETES A REQUIREMENT FOR SPEAKERS TO STATE THEIR ADDRESS, AND REPEALS RESOLUTION 17-133 CONCERNING THE LIMITED "DELEGATIONS" PERIOD.

## RESOLUTION 20-102

### A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, REPEALING RESOLUTION 17-133 AND CONFIRMING NEW PUBLIC COMMENT PERIODS.

WHEREAS, the City expects all Councilmembers and employees to perform their work with the utmost integrity and civility; and

WHEREAS, the City Council desires to memorialize its expectations for standards of conducting public business.

**NOW THEREFORE BE IT RESOLVED** that:

1. Resolution 17-133 establishing a limited "Delegations" public comment period is hereby repealed.
2. At regular meetings of the City Council, public comment on agenda items shall be invited by the City Council as each item is considered by the Council. The City Council shall set aside a period at the beginning or end of each meeting to invite public input on matters of City concern that were not included on that meeting's agenda.
3. Resolution 17-99 is hereby modified as follows (new text **bold and underlined**; deleted text ~~struckthrough~~):

**Public Input: Addressing Council, Board, or Committee, Manner, Time**

Members of the public shall be given a reasonable opportunity to be heard on a proposition that is on the agenda before the Council, board or committee. The opportunity to be heard need not occur at the same meeting at which official action is taken on the proposition if the opportunity occurs at a meeting that is during the decision making process and is within reasonable proximity in time before the meeting at which the official action is taken.

A person wishing to speak shall approach the podium when the

Chairperson calls for public comment.

The person speaking shall first state their name and address. **Only those individuals who have submitted speaker cards and who have been recognized by the Chairperson may address comments to the Council, board or committee.**

All remarks shall be limited to no more than three minutes, unless the Chairperson extends the time.

Remarks shall be addressed to the Council, board or committee, as a body and not to any specific member.

Representatives of groups or factions on a proposition being considered are encouraged to address the Council, board or committee, on behalf of such groups or factions, at meetings in which a large number of individuals wish to be heard.

Any person shall be entitled to submit written comments for consideration by the Council, board or committee on any item on the agenda and may indicate his or her support, opposition, or neutrality on a proposition, and may indicate his or her designation of a representative to speak for him or her or his or her group on a proposition. Written comments submitted shall be considered and entered into the record of the meeting.

The above requirements governing public input are not required for the following actions:

- (a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or Council to act;
- (b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- (c) A meeting that is exempt from s. 286.011, Florida Statutes;
- (d) A meeting during which the board or Council is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

No person, other than members of the Council, board or committee and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, board or committee, without the permission of the presiding officer. No question shall be asked of a member of the Council, board or committee except through the presiding officer.

No person who has made remarks on a matter shall be allowed to make additional comments on that same matter except with the permission of the presiding officer. The Chairperson shall close the public's input portion of the meeting upon the conclusion of the last speaker's comments. No additional public input shall be allowed, except in specific response to questions by members of the Council, board or committee, or if an extension of time for public comment is approved.

Any person who after warning disrupts or interrupts a public meeting by the use of profane language, threat of physical violence or intimidation, or makes impertinent remarks, or exhibits loud, boisterous, hostile, or threatening behavior, may be removed from the meeting room by a City police officer at the direction of the Chairperson.

Any person who disrupts or interrupts a public meeting on more than one occasion may be required by majority vote of the members present to thereafter submit their input, remarks or comments in writing.

...

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

**PASSED** in regular session this \_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

---

Jo Smith, Interim City Clerk



**REGULAR ITEM**

**2**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

CITY MANAGER / TONY O'ROURKE

**2. MEETING DATE:**

MAY 14, 2020

**3. REQUESTED MOTION/ACTION:**

APPROVE RESOLUTION 20-103 MODIFYING AND EXTENDING THE COVID-19 ACTION PLAN RELATED TO SPECIAL EVENTS, CITY SPORTS, AND CITY FACILITIES.

**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 17, 2020, THE CITY COUNCIL ADOPTED RESOLUTION 20-80E ENACTING A COVID-19 ACTION PLAN TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE. THE ACTION PLAN SET SPECIFIC GUIDELINES, REGULATIONS, AND PROHIBITIONS ON CITY EVENTS, USE OF CITY FACILITIES, AND OTHER CITY FUNCTIONS INCLUDING PROHIBITING THE ISSUANCE OF SPECIAL EVENT PERMITS, PROHIBITING USE OF THE CITY SPORTS FIELDS, AND PLACING LIMITS ON GATHERINGS AT CITY PARKS.

SINCE THAT TIME, THE CITY HAS CLOSELY MONITORED THE SPREAD OF COVID-19 THROUGHOUT THE STATE AND HAS FOLLOWED EXECUTIVE ORDERS ISSUED BY GOVERNOR DESANTIS AS WELL AS GUIDANCE FROM THE CENTER FOR DISEASE CONTROL. ON MAY 4, 2020, GOVERNOR DESANTIS ANNOUNCED HIS PHASE 1 RE-OPENING PLAN WHICH ENCOURAGED SAFE, SOCIALLY DISTANT RECREATIONAL ACTIVITY. IN ACCORDANCE WITH THAT PLAN, STAFF HAS PREPARED A REVISED COVID-19 ACTION PLAN.

THE REVISED PLAN PERMITS CLUB TEAM SPORTS PRACTICES, OPENS THE COMMUNITY CENTER AND LYNDELL CENTER, PERMITS SPORTS TOURNAMENTS TO BEGIN JUNE 1, AND FOR SUMMER CAMPS TO BEGIN JULY 1 SUBJECT TO SOCIAL DISTANCING AND CDC SANITIZATION GUIDELINES. THE PLAN CONTINUES TO CLOSE THE AQUATIC CENTER KIDDIE POOL AND OPEN SWIM ACTIVITIES.

THE RESOLUTION ALSO MODIFIES THE CITY'S HIRING FREEZE TO ALLOW THE CITY MANAGER TO WAIVE THE FREEZE FOR ESSENTIAL, PRE-BUDGETED POSITIONS, OUTSIDE THE FIRE AND POLICE DEPARTMENTS. CURRENTLY THE CITY HAS OPEN, BUDGETED POSITIONS THAT ARE ESSENTIAL TO CONTINUING THE VITAL WORK OF THE CITY THROUGHOUT THIS CRISIS. THIS CHANGE ALLOWS THOSE HIRES TO MOVE FORWARD.

STAFF RECOMMENDS APPROVAL.

## RESOLUTION 20-103

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, EXTENDING AND MODIFYING THE CITY'S COVID-19 ACTION PLAN AS MORE FULLY SET FORTH IN THE BODY OF THE RESOLUTION; EXTENDING THE PROHIBITION OF SPECIAL EVENTS AND PARADES; AMENDING THE CITY'S HIRING MORATORIUM; 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 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 with such actions extended until May 15 by the adoption of Resolution 20-98; and

WHEREAS, on May 4, 2020, the Governor of the State of Florida issued Executive Order 20-112 enacting the "Phase 1: Safe. Smart. Step-By-Step. Plan for Florida's Recovery" which encourages responsible individual recreational activity subject to strict social distancing and limits on congregations; 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, considering the continuing emergency facing the City and surrounding community, the City Council deems it necessary to continue restrictions on special events, parades, and sporting events while also

allowing certain essential recreation activities to take place under strict safety measures.

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

1. The COVID-19 Action Plan as adopted by Resolution 20-80E is hereby extended and modified by the Revised COVID-19 Action Plan attached and incorporated herein as Exhibit A to this Resolution. This Resolution supersedes any conflicting provisions in Resolution 20-80E or the COVID-19 Action Plan adopted therein. This Action shall remain in effect until \_\_\_\_\_, 2020 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 20-84, Section 1.a., related to the City's Hiring Moratorium, is hereby amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

1. Hiring Moratorium. The City hereby implements a hiring moratorium across all departments and positions for the remainder of the fiscal year ending September 30, 2020 subject to the following exemptions:

a. Essential positions, previously approved and budgeted by the City Council ~~in the Police and Fire Departments~~. Essential positions shall be those necessary to ensure an adequate level of municipal services or which directly affect the health and safety of the City's guests and residents as determined by the City Manager.

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

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Jo Smith, Interim City Clerk



# City of Panama City Beach

May 14, 2020

TO: Mayor and City Council  
FROM: Tony O'Rourke, City Manager  
RE: COVID-19 Guidelines

On Tuesday, April 30, 2020, the City Council extended its prohibition of the following until May 15, 2020:

- ✓ Prohibition on large/special events with groups of more than 10.
- ✓ Suspension of City League sports and tournaments.
- ✓ Closure of the Community Center at Lyndell Center.

Staff is recommending the following revisions to the City Council April 30, 2020 actions:

- ✓ Effective May 16, permit club team baseball, softball and soccer practices on City sports fields. Participants and spectators are to adhere to CDC recommended hygiene practices and maintain six (6) feet distance from other participants, as practical, and not congregate in groups larger than ten (10).
- ✓ Effective May 16, permit the use of the Community Center and Lyndell Center to groups of less than 10 and with appropriate six (6) feet social distancing practiced. At the conclusion of the event, all surfaces are to be sanitized.
- ✓ Proposed Summer Camps for 2020 to begin July 1:
  - Group Swim Lessons: Limit of 4 per group
  - Mermaid Camp: Limit of 10 per camps
  - Diving: Limit of 10 per camp
  - Volleyball: Limit of 10 per camp
  - Surfing: Limit of 10 per camp
  - Tennis: Limit of 10 per camp
  - Sewing: Limit of 10 per camp
  - Cooking: Limit of 10 per camp
  - Golf: Limit of 10 per camp
  - Basketball: Limit of 10 per camp

- Baseball: Limit of 10 per camp
  - Soccer: Limit of 10 per camp
  - Kid Exercise Camp: Limit 10 per camp
  - Ping Pong: Limit 10 per camp
- ✓ Tournament play permitted starting June 1 for baseball, softball and soccer subject to appropriate social distancing of at least six (6) feet per spectator and participants.
- ✓ Prohibited/Postponed until further notice:
- Aquatic Center kiddie pool and big pool open swim (Only lap swimming permitted)
  - Postpone scheduled Summer Concert Series June 11-August 27
  - Public access to City offices
- ✓ Close South Pier Park Road from Front Beach Road to L.C. Hilton Drive to promote additional social distancing space.

In addition, the City will continue with:

- ✓ Continue telework option for our employees
- ✓ Daily temperature checks for all employees
- ✓ Virtual City Council meetings and limited public participation consistent with Governor's orders

**REGULAR ITEM**

**3**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Public Works (CRA), David O. Campbell

**2. MEETING DATE:**

5/14/2019

**3. REQUESTED MOTION/ACTION:**

Approve Memorandum of Understanding (MOU) between FDOT and the City regarding the transfer of Bay Parkway from the City to the Department and the transfer of Front Beach Road from the Department to the City.

**4. AGENDA**

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED  YES  NO

N/A

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

The Panama City Beach CRA has been making improvement to Front Beach Road since the inception of the Front Beach Road Community Redevelopment agency. Prior to construction of each segment of Front Beach Road, FDOT has transferred that road segment to the City.

In addition to the FBR improvements and in a continuing effort to improve the City's overall transportation system, the City has been acquiring right of way, designing and constructing the Bay Parkway limited access roadway parallel to Panama City Beach Parkway.

City Council has expressed the desire to transfer the Bay Parkway to FDOT and requested an agreement from FDOT that states the City will continue to take the transfer of Front Beach Road from the Department so long as the Department takes the transfer of Bay Parkway from the City.

Staff recommends approval of the Memorandum of Understanding (MOU) for the purpose of setting forth the understanding of the Parties regarding the future planning and transfer of the Bay Parkway Segment from the City to the Department and the future planning and transfer of the State Road 30/Front Beach Rd. Segments from the Department to the City.



**RESOLUTION 20-104**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH APPROVING A MEMORANDUM OF UNDERSTANDING WITH FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE FUTURE PLANNING AND TRANSFER OF STATE ROAD 30/FRONT BEACH ROAD SEGMENTS AND BAY PARKWAY SEGMENT RIGHT OF WAYS.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Memorandum of Understanding between the City and the Florida Department of Transportation (FDOT), relating to the the future planning and transfer of State Road 30/Front Beach Road Segments Right of Ways to FDOT and the transfer of Bay Parkway Segment Right of Way to the City, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Jo Smith, Interim City Clerk

# SR 30 Front Beach Rd Transfers April 2020



**Bay Transfers**

**Length**

- █ 4.1 SR 30, Front Beach
- █ 4.2 SR 30, Front Beach
- █ 4.2 Realignment
- █ 4.3 Realignment
- █ 4.3 SR 30, Front Beach
- Major Roads
- Minor Roads
- Unnamed Roads
- Trails
- █ Hydrology
- █ City Limits
- █ Military Installations

Name	Roadway	BMP	From	EMP	To	Length (Miles)
4.1 SR 30, Front Beach Road	46010000	7.856	442' East of Lullwater Dr.	9.124	Hills Road	1.268
4.2 SR 30, Front Beach Road	46010000	9.124	Hills Road	10.408	Crane Street/Realignment	1.284
4.2 SR 30, Realignment	46010005	0.000	Crane Street	0.166	SR 392A/Hutchison Blvd.	0.166
4.3 SR 30, Realignment	46010005	0.166	SR 392A/Hutchison Blvd.	0.254	Azalea Street	0.088
4.3 SR 30, Front Beach Road	46010000	10.649	Azalea Street	12.37	West of R Jackson Blvd.	1.721

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF PANAMA CITY BEACH, FLORIDA**

This Memorandum of Understanding (“MOU”) is entered into by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (“Department”) and CITY OF PANAMA CITY BEACH, FLORIDA (“City”), collectively referred to as “the Parties.”

**WHEREAS**, pursuant to Section 334.044 and 337.11 and other sections of the Florida Transportation Code, Florida Statutes, the Department is authorized and required to assume responsibility for coordinating the planning of a safe, viable, and balanced state transportation system, and is authorized to enter into contracts and agreements; and

**WHEREAS**, the Department owns certain rights-of-way located within the City known as:

- 1) State Road 30/Front Beach Road (Roadway ID 46010000) from Lullwater Drive (Beginning Mile Post 7.856) to Hills Road (Ending Mile Post 9.124) for an approximate net length of 1.268 miles (referred to in this MOU as “Segment 4.1”)
- 2) State Road 30/Front Beach Road (Roadway ID 46010000) from Hills Road (Beginning Mile Post 9.124) to Crane Street/Realignment (Ending Mile Post 10.408) for an approximate net length of 1.284 miles and State Road 30/Front Beach Road (Roadway ID 46010005) from Crane Street (Beginning Mile Post 0.000) to State Road 392A/Hutchinson Boulevard (Ending Mile Post 0.166) for an approximate net length of 0.166 miles (referred to in this MOU as “Segment 4.2”)
- 3) State Road 30/Front Beach Road (Roadway ID 46010005) from State Road 392A/Hutchinson Boulevard (Beginning Mile Post 0.166) to Azalea Street (Ending Mile Post 0.254) for an approximate net length of 0.088 miles and State Road 30/Front Beach Road (Roadway ID 46010000) from Azalea Street (Beginning Mile Post 10.649) to West of Richard Jackson Boulevard (Ending Mile Post 12.370) for an approximate net length of 1.721 miles (referred to in this MOU as “Segment 4.3”); and

**WHEREAS**, the rights-of-way denoted as Segments 4.1, 4.2 and 4.3 above are collectively referred to in this MOU as the “State Road 30/Front Beach Road Segments”, and are depicted on the map attached hereto as Exhibit “A”; and

**WHEREAS**, the City is constructing certain rights-of-way located within the City to be known as Bay Parkway starting at State Road 79 (referred to in this MOU as the “Bay Parkway Segment”); and

**WHEREAS**, the City has requested the future transfer of the State Road 30/Front Beach Road Segments from the State Highway System to the City of Panama City Beach Road System; and

**WHEREAS**, the City has requested the future transfer of the Bay Parkway Segment from the City of Panama City Beach Road System to the State Highway System; and

**WHEREAS**, the Department is willing to consider and interested in the potential Road Transfers of both the Bay Parkway Segment and State Road 30/Front Beach Road Segments as part of its planning and coordination for the future of the state transportation system; and

**WHEREAS**, the Parties desire to enter into this MOU for the purpose of setting forth the understanding of the Parties hereto regarding the future planning and transfer of the Bay Parkway Segment from the City to the Department and the future planning and transfer of the State Road 30/Front Beach Rd. Segments from the Department to the City.

**NOW, THEREFORE**, based on the premises above, the Parties hereby agree as follows:

1. The above **WHEREAS** clauses are specifically incorporated herein by reference and made a part of this MOU.
2. The City will request the transfer(s) of the State Road 30/Front Beach Road Segments in the following manner:
  - a. The City will complete all necessary procurement and permitting, including, but not limited to, design, environmental permitting and construction contract(s) procurement, for their project on Segment 4.1 of the State Road 30/Front Beach Road Segments. Within 60 days prior to the award of the (all) contract(s) for the construction of the project, the City shall request the transfer of the right of way denoted as "Segment 4.1" on Exhibit A from the State Highway System to the City of Panama City Beach Road System. At that time, if approved by the Secretary of the Department, a Road Transfer Agreement will be executed between the City and the Department to transfer Segment 4.1 from the State Highway System to the City of Panama City Beach Road System.
  - b. The City will complete all necessary procurement and permitting, including, but not limited to, design, environmental permitting and construction contract(s) procurement, for their project on Segment 4.2 of the State Road 30/Front Beach Road Segments. Within 60 days prior to the award of the (all) contract(s) for the construction of the project, the City shall request the transfer of the right of way denoted as "Segment 4.2" on Exhibit A from the State Highway System to the City of Panama City Beach Road System. At that time, if approved by the Secretary of the Department, a Road Transfer Agreement will be executed between the City and the Department to transfer Segment 4.2 from the State Highway System to the City of Panama City Beach Road System.
  - c. The City will complete all necessary procurement and permitting, including, but not limited to, design, environmental permitting and construction contract(s) procurement, for their project on Segment 4.3 of the State Road 30/Front Beach Road Segments. Within 60 days prior to the award of the (all) contract(s) for the construction of the project, the City shall request the transfer of the right of way denoted as "Segment 4.3" on Exhibit A from the State

Highway System to the City of Panama City Beach Road System. At that time, if approved by the Secretary of the Department, a Road Transfer Agreement will be executed between the City and the Department to transfer Segment 4.3 from the State Highway System to the City of Panama City Beach Road System.

3. The City will request the transfer of the Bay Parkway Segment in the following manner:
  - a. The City is currently working on the construction of Bay Parkway in multiple phases, and the total of all phases is what is referenced for the purposes of this MOU as the "Bay Parkway Segment". After the construction and final acceptance of all work by the City for the entirety of all phases of the City's Bay Parkway project, the City shall request the transfer of the right of way denoted as "Bay Parkway Segment" from the City of Panama City Beach Road System to the State Highway System. At that time, if approved by the Secretary of the Department, a Road Transfer Agreement will be executed between the City and the Department to transfer the Bay Parkway Segment from the City of Panama City Beach Road System to the State Highway System.
4. The Parties' obligations under this MOU and to any subsequent Road Transfer Requests/Agreements referenced above in this MOU are subject to the approval and execution of any Road Transfer Agreement(s) by the Secretary of the Department transferring those Segments to the Department (Bay Parkway Segment) or to the City (State Road 30/Front Beach Road Segments) respectively.
5. This MOU may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

**IN WITNESS WHEREOF**, the Department and the City have executed this MOU for the purposes herein expressed on the dates indicated below.

**DEPARTMENT:**  
**STATE OF FLORIDA,**  
**DEPARTMENT OF TRANSPORTATION**

**CITY:**  
**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_ (Seal)  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_ (Seal)  
Title: \_\_\_\_\_

Department Legal Review:  
\_\_\_\_\_

City Legal Review:  
\_\_\_\_\_

# REGULAR ITEM

4\*



## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
CRA/DAVID CAMPBELL

2. MEETING DATE:  
May 14, 2020

3. REQUESTED MOTION/ACTION:  
APPROVE RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY LOCATED AT 111 and 113  
ARNOLD ROAD BY EMINENT DOMAIN

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 COUNCIL HAS DIRECTED STAFF TO ACQUIRE PROPERTY NECESSARY FOR THE FRONT BEACH ROAD SEGMENT 3 AND STATE ROAD 79 IMPROVEMENT PROJECT. STAFF HAS BEEN UNSUCCESSFUL IN NEGOTIATING THE VOLUNTARY PURCHASE OF PROPERTY LOCATED AT 111 AND 113 ARNOLD ROAD, FROM WHOM PERMANENT AND TEMPORARY PROPERTY INTERESTS ARE SOUGHT TO ADVANCE THE PROJECT. THE PROPERTY IS NECESSARY TO IMPROVE THE INTERSECTION OF STATE ROAD 79 AND PANAMA CITY BEACH PARKWAY.

STAFF REQUESTS COUNCIL'S AUTHORIZATION TO INITIATE AN EMINENT DOMAIN ACTION IN ACCORDANCE WITH CHAPTERS 73 AND 74, FLORIDA STATUTES, TO ACQUIRE THE NECESSARY PROPERTY INTERESTS.

## **RESOLUTION 20-99**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH FLORIDA RELATING TO THE CONDEMNATION OF THAT CERTAIN PROPERTY LOCATED AT 111 and 113 ARNOLD ROAD WITHIN THE CITY FOR RIGHT OF WAY PURPOSES TO SUPPORT THE IMPROVEMENT OF STATE ROAD 79 AND FRONT BEACH ROAD; MAKING FINDINGS OF FACT AND NECESSITY; AND AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO TAKE THE APPROPRIATE ACTIONS TO SECURE THE ACQUISITION OF THE PROPERTY BY EMINENT DOMAIN PROCEEDINGS.

WHEREAS, the CITY may acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings, as the City may deem necessary for any of the purpose of the Municipal Home Rule Powers Act, included, but not limited to, any lands reasonably necessary for expansion, construction, operation and maintenance of public streets and roads; and

WHEREAS, the CITY OF PANAMA CITY BEACH, (the "CITY") is authorized by Chapter 166, Florida Statutes to condemn all necessary lands and property for the purpose of securing and utilizing transportation rights-of-way; and

WHEREAS, State Road 79 is a key north-south connector and evacuation route providing access from Panama City Beach Parkway to Front Beach Road; and

WHEREAS, Front Beach Road is a key east-west connector providing access from State Road 79 to State Road 392A and US Highway 98; and

WHEREAS, the City finds that the expansion and improvement of the rights-of-way along State Road 79 (between Panama City Beach Parkway and Front Beach Road) and Front Beach Road (between State Road 79 and Lullwater Drive) and the realignment of the intersection of State Road 79 and Front Beach Road (the "Project") is necessary to improve the function and appearance of those corridors, and to allow for the installation and



construction of sidewalks and additional traffic lanes in a safe and acceptable manner; and

WHEREAS, as part of the improvement and expansion of State Road 79 and Front Beach Road, the City intends to harmonize, slop, grade, tie-in and reconnect the existing features of property located along the corridor to the roadway improvements to be constructed and installed, and desires to obtain temporary construction easements to effect these improvements; and

WHEREAS, the CITY has determined that it is necessary, in the public interest, and serves a public purpose to make certain improvements to portions of the State Road 79 and Front Beach Road rights-of-way, and the City has determined that to do so it is necessary, in the public interest, and serves a public purpose that the CITY obtain title to certain portions of land along and adjacent to both State Road 79 in certain parcels of land situate, lying and being in Bay County, Florida, the legal descriptions of each parcel whereof being attached hereto as composite *Exhibit A* (the "Property"), and

WHEREAS, the City finds that the Property is necessary and essential for the realignment, construction and expansion of the Project, in accordance with the permitting requirements of state and local agencies, and the City determines that acquiring the Property for this Project is necessary and in the best interests of the public, and serves a public purpose; and

WHEREAS, the City, in consultation with the Florida Department of Transportation, has considered alternative designs and routes, cost, safety, environmental factors, and long term area planning in concluding that acquiring said property is necessary and in the best interests of the public, and all other conditions precedent to acquiring said parcels have been met, including, but not limited to, notifying appropriate state and local agencies that governmental permits have been obtained or that there is a reasonable probability that such permits will be obtained; and

WHEREAS, the acquisition of the Property is consistent with the City's Near Term Work Plan adopted by the City Council on August 8, 2019, by Resolution 19-126, and funds have been budgeted for this purpose; and

WHEREAS, the City has been unsuccessful in negotiating the voluntary purchase of the Property.

NOW THEREFORE BE IT RESOLVED, for the purposes aforesaid, the City Council finds that:

1. The City Council hereby adopts as true and correct the foregoing Whereas clauses, and incorporates them herein.
2. For the purposes aforesaid, it is necessary, practical, and in the best interest of the public and the City that the property necessary for the expansion and improvement of State Road 79 and Front Beach Road be acquired in the name of the CITY in, over and upon those certain parcels described in the attached composite Exhibit A, as those interests are more particularly set forth therein. Once acquired, the Property shall be used as transportation right of way for the realignment, improvement and expansion of State Road 79 and Front Beach Road, and other municipal purposes.
3. The City, its officers, employees and attorneys be and are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple title in said land by eminent domain proceedings and otherwise and to prepare, sign, execute, serve, publish and file in the name of the City, all eminent domain papers, affidavits and pleadings and said attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FLORIDA CITY OF PANAMA CITY BEACH,

BY: \_\_\_\_\_  
Mark Sheldon, Mayor

ATTEST:

\_\_\_\_\_  
Jo Smith, Interim City Clerk

## **COMPOSITE EXHIBIT A**

PARCEL "100", FEE SIMPLE

PARCEL "101", FEE SIMPLE

PARCEL "700", TEMPORARY CONSTRUCTION EASEMENT

PARCEL "701" TEMPORARY CONSTRUCTION EASEMENT

S:\110000\11227\11227.mxd

FOR: CITY OF PANAMA CITY BEACH

DESCRIPTION PARCEL 1: BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 79 AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 30-A; THENCE SOUTH 66 DEGREES 43 MINUTES 15 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 12.01 FEET; THENCE SOUTH 21 DEGREES 14 MINUTES 17 SECONDS WEST PARALLEL WITH SAID EASTERLY RIGHT OF WAY LINE FOR 170.00 FEET; THENCE NORTH 66 DEGREES 43 MINUTES 15 SECONDS WEST PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE FOR 12.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NUMBER 79; THENCE NORTH 21 DEGREES 14 MINUTES 17 SECONDS EAST ALONG SAID EAST LINE FOR 170.00 FEET TO THE POINT OF BEGINNING.

SYMBOLS & ABBREVIATIONS

P.O.B.	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
°	DEGREES
'	MINUTES OR FEET
"	SECONDS OR INCHES
R.O.W.	RIGHT OF WAY
S.R.	STATE ROAD
±	MORE OR LESS

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE RECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS, SETBACKS OR OTHER INSTRUMENTS AND GOVERNMENT REGULATIONS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE PROPERTY.

THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT THE RESULTS OF A FIELD SURVEY.

**BUCHANAN & HARPER, INC.**

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, JONATHAN H. GIBSON, FLORIDA LAND SURVEYOR NO. 6851, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS OUTLINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	<u>SKETCH OF DESCRIPTION</u>	SCALE	<u>1" = 40'</u>
SURVEYED	<u>NO</u>	DRAWN	<u>1-23-17</u>
REVISIED		IMPROVEMENTS	<u>NOT LOCATED</u>
REVISIED			
REVISIED			
SOURCE OF INFORMATION	<u>NEW PARCEL</u>		
BEARING REFERENCE	<u>ASSUMED S 66°43'15" E FOR THE SOUTHERLY R.O.W. LINE OF S.R. NO. 30-A</u>		
ELEVATION REFERENCE			
F. B.	<u>1032</u>	PA.	<u>47</u>
JOB NO.	<u>11221</u>	FILE NO.	<u>TEXT</u>
SHEET NO.	<u>1</u>	OF	<u>2</u>

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

S:\1000\11200\11227\In House Survey\TerraModel\11227.dwg

FOR: CITY OF PANAMA CITY BEACH

DESCRIPTION PARCEL II: COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 79 AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 30-A; THENCE SOUTH 21 DEGREES 14 MINUTES 17 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 170.00 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 66 DEGREES 43 MINUTES 15 SECONDS EAST PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE FOR 12.01 FEET; THENCE SOUTH 21 DEGREES 14 MINUTES 17 SECONDS WEST PARALLEL WITH SAID EASTERLY RIGHT OF WAY LINE FOR 39.29 FEET; THENCE NORTH 68 DEGREES 44 MINUTES 44 SECONDS WEST FOR 12.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NUMBER 79; THENCE NORTH 21 DEGREES 14 MINUTES 17 SECONDS EAST ALONG SAID EAST LINE FOR 39.71 FEET TO THE POINT OF BEGINNING

SYMBOLS & ABBREVIATIONS

P.O.B.	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
°	DEGREES
'	MINUTES OR FEET
"	SECONDS OR INCHES
R.O.W.	RIGHT OF WAY
S.R.	STATE ROAD
±	MORE OR LESS

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE RECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS, SETBACKS OR OTHER INSTRUMENTS AND GOVERNMENT REGULATIONS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE PROPERTY.

THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT THE RESULTS OF A FIELD SURVEY.

**BUCHANAN & HARPER, INC.**

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE  
CERTIFICATE OF AUTHORIZATION NUMBER: 2372  
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 783-7427

THE UNDERSIGNED, JONATHAN H. GIBSON, FLORIDA LAND SURVEYOR NO. 6851, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS OUTLINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	<u>SKETCH OF DESCRIPTION</u>	SCALE	<u>1" = 40'</u>
SURVEYED	<u>NO</u>	DRAWN	<u>1-23-11</u>
REVISIED		IMPROVEMENTS	<u>NOT LOCATED</u>
REVISIED			
REVISIED			
SOURCE OF INFORMATION	<u>NEW PARCEL</u>		
BEARING REFERENCE	<u>ASSUMED S 66°43'15" E FOR THE SOUTHERLY R.O.W. LINE OF S.R. NO. 30-A</u>		
ELEVATION REFERENCE			
F. B.	<u>1092</u>	PA.	<u>41</u>
JOB NO.	<u>11227</u>	FILE NO.	<u>A 2380</u>
SHEET NO.	<u>1 OF 2</u>		

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

1/23/2011, 1:40:01PM

S:\1000\11227\11227\House Survey\TerraModel\11227.dwg

S.R. NO. 30-A ~ 200' R.O.W.

S.R. NO. 79 ~ 100' R.O.W.

P.O.C.

EASTERLY R.O.W. LINE

S 21°14'17" W

170.00'

SOUTHERLY R.O.W. LINE

BAY COUNTY PARCEL NO. 32T10-010-000  
OWNER: LAIRD TRUST PROPERTIES, LLC.  
ADDRESS: 113 ARNOLD ROAD

P.O.B.

S 66°43'15" E  
12.01'

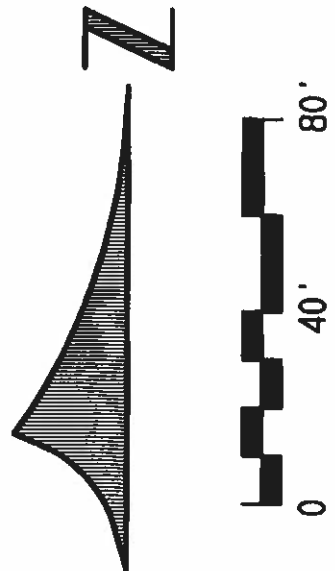
N 21°14'17" E  
39.71'

AREA DESCRIBED = 0.011 ACRE±

S 21°14'17" W  
39.29'

BAY COUNTY PARCEL NO. 32T10-020-000  
OWNER: LAIRD TRUST PROPERTIES, LLC.  
ADDRESS: 111 ARNOLD ROAD

N 68°44'44" W  
12.00'



**BUCHANAN & HARPER, INC.**

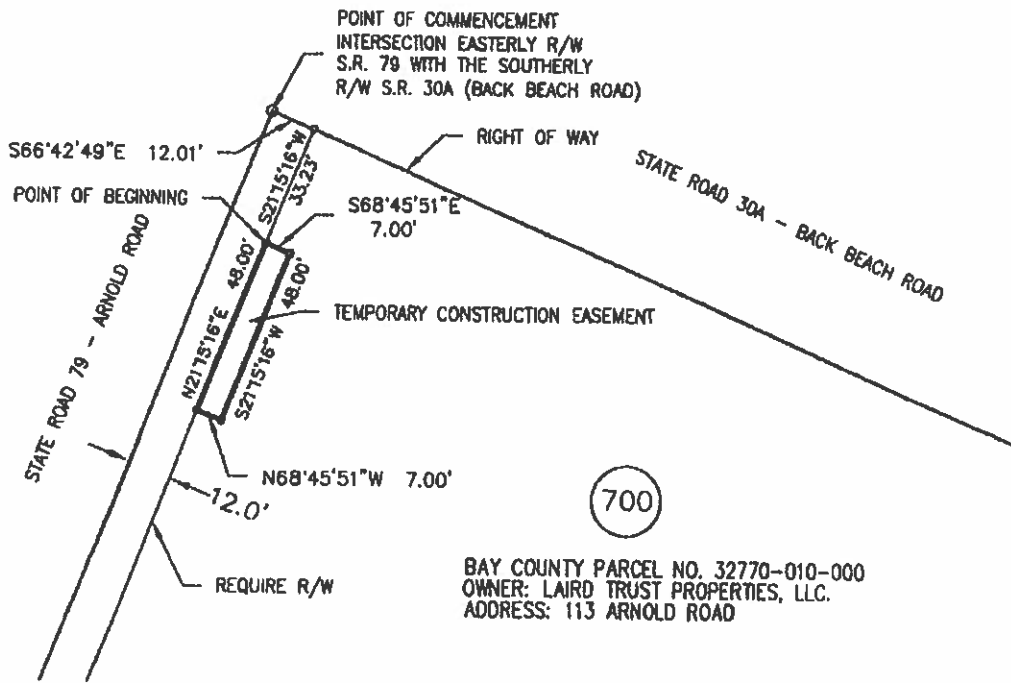
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE  
CERTIFICATE OF AUTHORIZATION NUMBER: 2372  
735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 783-7427

THE UNDERSIGNED, JONATHAN H. GIBSON, FLORIDA LAND SURVEYOR NO. 6851, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS OUTLINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	SKETCH OF DESCRIPTION		SCALE	1" = 40'					
SURVEYED	NO	DRAWN	1-23-17	IMPROVEMENTS	NOT LOCATED				
REVISED									
REVISED									
REVISED									
SOURCE OF INFORMATION	NEW PARCEL								
BEARING REFERENCE	ASSUMED S 66°43'15" E FOR THE SOUTHERLY R.O.W. LINE OF S.R. NO. 30-A								
ELEVATION REFERENCE									
F.B.	1092	PA.	47	JOB NO.	11227	FILE NO.	A 2850	SHEET NO.	2 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

1/23/2017, 11:36:54PM



BAY COUNTY PARCEL NO. 32770-010-000  
 OWNER: LAIRD TRUST PROPERTIES, LLC.  
 ADDRESS: 113 ARNOLD ROAD

LEGEND:  
 R/W = RIGHT OF WAY  
 NO. = NUMBER

1. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE RECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS, SETBACKS OR OTHER INSTRUMENTS AND GOVERNMENT REGULATIONS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE PROPERTY.
2. THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT THE RESULTS OF A FIELD SURVEY.

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT  
 COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 79 WITH THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 30A AND PROCEED SOUTH 66 DEGREES 42 MINUTES 49 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 12.01 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE PROCEED SOUTH 21 DEGREES 15 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 33.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68 DEGREES 45 MINUTES 51 SECONDS EAST, FOR A DISTANCE OF 7.00 FEET; THENCE SOUTH 21 DEGREES 15 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 48.00 FEET; THENCE NORTH 68 DEGREES 45 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 7.00 FEET; THENCE NORTH 21 DEGREES 15 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 48.00 FEET TO THE POINT OF BEGINNING. CONTAINING 336.00 SQUARE FEET OR 0.008 ACRES, MORE OR LESS.

DAVID JON BARTLETT, P.S.M. DATE SIGNED  
 PROFESSIONAL SURVEYOR & MAPPER No. LS4018

**Dewberry**  
 DEWBERRY ENGINEERS INC.  
 203 ABERDEEN PARKWAY  
 PANAMA CITY, FLORIDA 32405  
 PHONE: 850.522.0844 FAX 850.522.1011  
 WWW.DEWBERRY.COM  
 CERTIFICATE OF AUTHORIZATION NO. LB 0011

SKETCH OF DESCRIPTION		DRAWING DATE:	PROJECT NO.
TEMPORARY CONSTRUCTION EASEMENT		05/13/19	50104120
113 ARNOLD ROAD		BY:	
CITY OF PANAMA CITY BEACH		DJB	
BAY COUNTY, FLORIDA		APPROVED BY:	
FB/PG: N.A.	FLD DATE: N.A.	SCALE: 1"=50'	S1
		JG	

Survey done 5/10/19 by David Jon Bartlett  
 State Road 79 - Arnold Road  
 Parcel 700  
 Date: 5/13/19





**REGULAR ITEM**

**5\***



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Public Works (CRA), David O. Campbell

**2. MEETING DATE:**

5/14/2020

**3. REQUESTED MOTION/ACTION:**

Approve Dewberry Task Order 2020-02 to provide Professional Engineering Post Design Services for CRA Project Alf Coleman Road from Back Beach Road to Middle Beach Road.

**4. AGENDA**

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED  YES  NO

N/A

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

In accordance with the MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC. RELATING TO PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION SERVICES FOR FRONT BEACH ROAD REDEVELOPMENT PLAN PROJECT, dated June 28, 2018, staff requests approval of the attached Dewberry Task Order 2020-02 to provide Professional Engineering Post Design Services, Survey, and Construction assistance for CRA Project Alf Coleman Road from Back Beach Road to Middle Beach Road.

City Council approved the Alf Coleman sidewalk, lighting and road improvement design on April 11, 2019. The project will be ready for bid later this month and staff requires post design services such as construction phase assistance, review of contractor submitted shop drawings and any necessary plan revisions during construction.

Staff recommends City Council approve the attached Dewberry Task Order 2020-02 to assist staff with post design services for the Alf Coleman Project in the amount of \$15,671.11.

Funds for the post design phase of this project (the subject of this task order) are available in the FY19-20 CRA Budget.

**RESOLUTION 20-110**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER # 2020-02 FOR POST DESIGN SERVICES FOR THE ALF COLEMAN PROJECT IN THE AMOUNT OF \$15,671.11; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Task Order # 2020-02 to the Master Services Agreement for Professional Engineering Design, Survey, Permitting and Construction Administration Services for Front Beach Road Community Redevelopment Plan Project between the City and Dewberry Engineers, Inc., for raising the profile grade for a portion of Alf Coleman Road between Middle Beach Road and Back Beach Road, in the amount of Fifteen Thousand, Six Hundred Seventy-One Dollars and Eleven Cents (\$15,671.11) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 20120.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Jo Smith, Interim City Clerk

COMBINED TASK ORDER AND  
NOTICE TO PROCEED

TASK ORDER NO. 2020-02

DATE May 14, 2020

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC. PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION FOR FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN PROJECT dated June 28, 2018 (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to **Alf Coleman Road from SR 392A (middle Beach Road) to SR 30A/US 98 (Back Beach Road)**.

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

a stipulated sum of \$15,671.11.

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

Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and

Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_; or

a fee determined on a time-involved basis with a maximum cost of \$ \_\_\_\_\_, as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on May 18, 2020, and shall be completed within 455 calendar days. The date of completion of all work is therefore August 16, 2020. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

DEWBERRY ENGINEERS, INC.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clifford D. Wilson III, PE, Vice President

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

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

**CITY OF PANAMA CITY BEACH**  
**MASTER SERVICES AGREEMENT**  
Professional Engineering Design, Survey, Permitting and Construction Administration Services for Front  
Beach Road Community Redevelopment Plan Project

TASK ORDER 2020-04

This Task Order is for the purpose of Dewberry Engineers, Inc. as the Engineer to provide professional services for the Alf Coleman Road from SR 392A (Middle Beach Road) to SR 30A/US 98 (Back Beach Road) to the City of Panama City Beach (City) acting by and through its Council. This scope of services is to provide post design and construction phase services for raising the profile grade for a portion of approximately 2,200 LF of Alf Coleman Road between SR 392A (Middle Beach Road) to SR 30A/US 98 (Back Beach Road). The improvements consist of the following items, which were identified by City of Panama City Beach staff.

**SCOPE OF SERVICES AND FEE SCHEDULE**

**POST DESIGN SERVICES (GPI)**

The intent of these services is to answer questions, provide design clarifications and address change conditions that may occur following acceptance of the plans. Typical examples of these services are:

**Construction Assistance**

The CONSULTANT shall provide to the CITY qualified representation during the construction phase to deal with construction questions concerning the intent and interpretation of the contract plans and documents prepared in the work. Should changed conditions be encountered in the field, and when requested by the CITY, the CONSULTANT shall respond in a timely manner with suitable engineering solutions which take into account the changed conditions and meet the original intent of the work. From time to time during construction, the CONSULTANT may be requested by the CITY or its designated representative to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

**Meeting Attendance**

The CONSULTANT shall attend the Pre-Construction Meeting, at the request of the LOCAL AGENCY. Up to two (2) field meetings are included to facilitate on-site appearance of the CONSULTANT during construction which shall occur at the request of the LOCAL AGENCY.

**Re-Establishment of Baseline**

The CONSULTANT's Survey SUBCONSULTANT shall revisit the project site as necessary in order to re-establish the survey and/or construction baseline such that the Contractor can identify and utilize this information during construction.

The CONSULTANT's Survey SUBCONSULTANT shall perform GPR scans at 6 SUE Test hole sites to identify and setup positions for test holes to be done on buried electric and waterline. Perform vacuum excavation at 6 sites and locate both horizontally and vertically with size and type.

**Review of Shop Drawings**

The SUBCONSULTANT may be required to provide construction shop drawing reviews. The SUBCONSULTANT shall review the shop drawings for all components supplied by the contractor requiring review. This review shall verify the conformance of the shop drawings submitted with the final design drawings. Shop drawings shall be reviewed in accordance with the Shop Drawings Review Procedure for compliance with the construction documents. The CONSULTANT shall review and process shop drawing submittals within thirty calendar days of their receipt. Upon completion of the shop drawing review, the CONSULTANT shall forward the shop drawing package to the City's Review Office.

**Plan Updates / Revisions**

The CONSULTANT may be requested by the CITY to review proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications. Preparation of revised plan sheets by the CONSULTANT may also be necessary to address changes to the design.

**FEE ESTIMATE**

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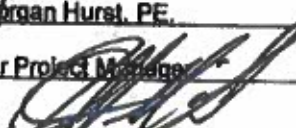
**Professional Services Fees**

**\$15,671.11**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

**Dewberry Engineers, Inc.**  
203 Aberdeen Parkway  
Panama City, Florida 32405

**CITY OF PANAMA CITY BEACH, FLORIDA**  
110 S. Arnold Road  
Panama City Beach, Florida 32413

By:   
Name: Morgan Hurst, PE.  
Title: Senior Project Manager  
Witnessed:   
Date: 16 April 2020

By: \_\_\_\_\_  
Name: Tony O'Rourke  
Title: City Manager  
Witnessed: \_\_\_\_\_  
Date: \_\_\_\_\_

**REGULAR ITEM**

**6**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Public Works / Kelly Jenkins

**2. MEETING DATE:**

05/14/2020

**3. REQUESTED MOTION/ACTION:**

Approve Mitigation Purchase Agreement with the St. Joe Company for impacted wetlands for Bay Parkway Phase 2 project, in the amount of \$1,024,050 in transportation concurrency credits.

**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 obtained an environmental permit (RGP/EMA) through the U.S. Army Corps of Engineers (COE) and Florida Department of Environmental Protection (FDEP) for Bay Parkway Phase 2. As part of this permit, the City was required to mitigate wetland impacts from the proposed construction (27.067 acres total impacts (20.51 ac of high quality and 6.557 ac of low quality)). The following are conditions by the agencies:

1. Purchase of 19.36 mitigation credits from the Breakfast Point Mitigation Bank.
2. Off-site Preservation of 82.05 acres of low quality wetlands within the SW West Bay Sub-basin through Conservation Easement.
3. Preservation of 16.3 acres within the SW West Bay Conservation Unit through Conservation Easement.
4. Installation of 2 high quality wetland low water crossings on existing silvaculture roads.

The wetland mitigation purchase agreement with supporting documentation and the survey with legal description showing the proposed conservation easements are attached for your review.

The proposed wetlands impacts will be offset by the mitigation credit agreement in the amount of \$1,024,050. Staff recommends approval of the agreement and these funds are being credited to St. Joe per the transportation concurrency proportionate share agreement.



**RESOLUTION 20-107**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A MITIGATION PURCHASE AGREEMENT WITH THE ST. JOE COMPANY FOR BAY PARKWAY PHASE 2 PROJECT, IN THE AMOUNT OF \$1,024,050 TO BE PAID WITH TRANSPORTATION CONCURRENCY CREDITS.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Mitigation Purchase Agreement between the City and the St. Joe Company, relating to the impacted wetlands for Bay Parkway Phase 2 project, in the amount of One Million, Twenty-Four Thousand, Fifty Dollars (\$1,024,050.00), to be paid as transportation concurrency credits, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Jo Smith, Interim City Clerk

## MITIGATION PURCHASE AGREEMENT

**THIS MITIGATION PURCHASE AGREEMENT** (the “Agreement”) is made and entered into as of the 15th day of May, 2020 (the “Effective Date”), by and between **THE ST. JOE COMPANY**, a Florida corporation, on behalf of itself and its subsidiary **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company, whose mailing address is 133 S. WaterSound Parkway, WaterSound, Florida 32461 (“Seller”), and the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation, whose mailing address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 (“Buyer”).

### WITNESSETH:

**WHEREAS**, as part of Buyer’s environmental permitting process for the proposed development of its project known as Bay Parkway Phase 2 (“Project”) involving USACOE Permit No. SAJ-2005-09182 and FDEP Permit No.’s 0261615-0015-EA/03 and 0375609-001-EA/03 (collectively, “Buyer’s Permits”), Buyer’s permits from such governmental agencies are conditioned upon conservation easements and purchase of mitigation credits as compensatory mitigation; and

**WHEREAS**, Seller owns and maintains an ecological restoration project named Breakfast Point Mitigation Bank located in Bay County, Florida (“Mitigation Property”) with federal freshwater WRAP and state UMAM mitigation credits (“Credits”) available for transfer and sale under FDEP Permit No. 0227475-001 and USACOE Permit No.SAJ-2004-1865-NW-GAH (collectively, “Seller’s Permits”) and desires to sell Credits to Buyer for the benefit of Buyer’s Project; and

**WHEREAS**, Seller owns and maintains specific lands eligible for conservation use related to the Buyer’s Permits and desires to encumber those lands for the benefit of the Buyer’s Project; and

**WHEREAS**, a conservation easement shall be recorded by Seller pursuant to Seller’s RGP/EMA to offset wetland impacts made within the same sub basin as the Property; and

**WHEREAS**, Seller’s RGP / EMA requires removal of an existing silvaculture road within the permitted sub-basin to restore a wetland connection upon permitting of new wetland crossings; and

**WHEREAS**, Seller desires to sell and Buyer desires to purchase Credits available from the Mitigation Property on the terms and conditions below to be used to offset wetland impacts associated with the Project.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Purchase Terms**. For purposes of satisfying conditions to Buyer’s Permits, Seller agrees to

sell mitigation credits, encumber Seller's property with easements and remove road crossings as follows:

a. **Mitigation Credits.** Seller hereby agrees to sell 19.36 palustrine forested mitigation credits to compensate for 6.6 acres of high quality wetland impacts and 20.51 acres of low quality wetland impacts ("Subject Credits") to Buyer. Buyer agrees to pay for and purchase the Subject Credits from Seller for 50% of current market pricing of \$75,000.00 for the aggregate amount of Seven Hundred Twenty Six Thousand and No/100 Dollars (\$726,000) ("Mitigation Credits Purchase Price").

b. **Off-site Conservation Easement.** Seller hereby agrees to encumber with a conservation easement 82.05 acres within the Southwest West Bay Sub-basin in order for Buyer to meet condition No. 10 of Buyer's USACOE Permit No. SAJ-2005-09182 ("Subject Off-site Conservation Easement"). The Subject Off-site Conservation Easement shall be located in the area generally depicted in Exhibit "A" attached hereto and made a part hereof. Buyer agrees to pay for the Subject Off-site Conservation Easement at current market pricing of \$3,000.00 per acre for the aggregate amount of Two Hundred and Forty Six Thousand and One Hundred and Fifty and 00/100 Dollars (\$246,150.00) ("Subject Off-site Conservation Easement Purchase Price").

c. **Conservation Unit Conservation Easement.** Seller hereby agrees to encumber with a conservation easement 16.3 acres within the Southwest West Bay Conservation Unit in order for Buyer to meet condition No. 11 of Buyer's USACOE Permit No. SAJ-2005-09182 ("Subject Conservation Unit Conservation Easement"). The Subject Conservation Unit Conservation Easement shall be located in the area generally depicted in Exhibit "B" attached hereto and made a part hereof. Buyer agrees to pay for the Subject Conservation Unit Conservation Easement at a current market pricing of \$3,000.00 per acre for the aggregate amount of Forty Eight Thousand and Nine Hundred and 00/100 Dollars (\$48,900.00) ("Subject Conservation Unit Conservation Easement Purchase Price").

d. **Road Removal.** Seller hereby agrees to remove two (2) existing silviculture road crossings and replace with two (2) low water crossings located within the Southwest West Bay Sub-basin at locations acceptable to Seller in order for Buyer to meet condition No. 12 of Buyer's USACOE Permit No. SAJ-2005-09182 ("Subject Road Removal"). The Subject Road Removal shall occur in the area generally depicted in Exhibit "C" attached hereto and made a part hereof. Buyer agrees to pay for the cost of materials to construct the low water crossings at a current market price of \$1,500.00 per crossing for the aggregate amount of Three Thousand and 00/100 Dollars (\$3,000.00) ("Subject Road Removal Purchase Price").

In accordance with Section 13 of the Transportation Concurrency Proportionate Share Agreement between the parties dated March 28, 2019, the Mitigation Credits Purchase Price shall be payable to Seller by Buyer by contribution of Concurrency Credits to the Seller's Concurrency Credit Ledger on file at the City Planning Department. The parties agree that the Subject Off-site Conservation Easement Purchase Price, the Subject Annual Conservation Unit Conservation Easement Purchase Price and the Subject Road Removal Purchase Price shall also be payable to Seller by Buyer by contribution of Concurrency Credits. The Mitigation Credits Purchase Price, Subject Off-site Conservation Easement Purchase Price, the Subject Annual Conservation Unit

Conservation Easement Purchase Price and the Subject Road Removal Purchase Price shall herein be collectively referred to as the "Purchase Price." Buyer's contribution of Concurrency Credits to Seller's Concurrency Credit Ledger in the amount of the Purchase Price shall occur on or before May 15, 2020. ("Payment Date").

2. **Survey and Title.** Buyer shall obtain, at its sole cost and expense, all surveys, sketches, legal descriptions and title searches needed for the Subject Off-site Conservation Easement, Subject Annual Conservation Unit Conservation Easement and Subject Road Removal. Buyer shall obtain and deliver to Seller the survey and title searches within ninety (90) days of the Effective Date.

3. **Reservation of Subject Credits.** Following Buyer's and Seller's execution of this Agreement, and upon Buyer's request, Seller will address applicable reservation letters to the FDEP and USACOE detailing the specific Subject Credits reserved by Seller.

3. **Timing of Transfer of Subject Credits.** Upon Seller's receipt of evidence of the contribution of Concurrency Credits in the amount of the Purchase Price, the Subject Credits shall be deemed transferred and the Purchase Price shall be deemed fully earned. Seller shall provide to Buyer the applicable documentation required by the FDEP and USACOE to debit the Subject Credits from each of the Seller's FDEP and USACOE ledgers.

4. **Timing of Recording of Conservation Easements.** Within ten (10) business days of Seller's receipt of final surveys, legal descriptions and confirmation of clear property title from the Buyer, Seller shall prepare and record the Subject Off-site Conservation Easement and the Subject Annual Conservation Unit Conservation Easement.

5. **Costs.** Each party shall bear its own costs associated with the terms of this Agreement.

6. **Covenants.**

a. **Seller.** Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's Permits. Responsibility for compliance with the Seller's Permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. Seller shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Seller.

b. **Buyer.** Buyer covenants and agrees that (i) the Subject Credits shall only be used in conjunction with the Project and (ii) the Subject Credits shall only be used as authorized by Buyer's Permits for the Project.

7. **Remedies.** In the event either Buyer or Seller breaches or fails to perform any covenant, agreement or obligation hereof, then the other party shall have all rights and remedies available at law or in equity including the right of injunctive relief, damages and the right to action for specific performance.

8. **Assignment.** Buyer may not assign, sell, transfer, convey or grant (whether voluntarily or otherwise) all or any portion of Buyer's interest in the Subject Credits and/or this Agreement without

the prior written consent of Seller, which consent may be granted or withheld in Seller's sole discretion.

9. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

10. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice, or its attorney, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, by electronic mail or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Seller:	The St. Joe Company Attn: Jorge Gonzalez, President and CEO 133 South WaterSound Parkway WaterSound, Florida 32461 Email: <a href="mailto:jorge.gonzalez@joe.com">jorge.gonzalez@joe.com</a>
With a Copy To:	The St. Joe Company Attn: Elizabeth J. Walters, General Counsel 133 South WaterSound Parkway WaterSound, Florida 32461 Email: <a href="mailto:lisa.walters@joe.com">lisa.walters@joe.com</a>
TO PCB:	Anthony O'Rourke, City Manager Kelly Jenkins, City Engineer City of Panama City Beach 17007 Panama City Beach Parkway Panama City Beach, Florida 32407 (850) 233-5100 Email: <a href="mailto:torourke@pcb.gov">torourke@pcb.gov</a> Email: <a href="mailto:kjenkins@pcb.gov">kjenkins@pcb.gov</a>
COPY TO:	Amy E. Myers Hand Arendall Harrison Sale, LLC Email: <a href="mailto:amyers@handfirm.com">amyers@handfirm.com</a>

Notice shall be deemed given when received. Buyer, and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this Paragraph.

11. **Entire Agreement.** This Agreement contains the entire understanding between the parties and the parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any

representation not herein contained.

12. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by written notice to the other parties, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

13. **No Joint Venture or Partnership or Agency Relationship.** Nothing contained in this Agreement shall be deemed or construed to create a joint venture or partnership and neither party shall be the agent of the other for any purpose. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this Paragraph.

14. **Captions; Genders.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

15. **Partial Invalidity.** In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.

17. **Time is of the Essence.** Time is of the essence under the terms of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date shall automatically extend to the next business day. Failure to perform at the times stated in this Agreement shall constitute a default.

18. **Attorneys' Fees.** Non-prevailing party shall be liable for the prevailing party's reasonable attorneys' fees and court costs incurred in connection with any litigation relating to this Agreement, including but not limited to, attorneys' fees incurred in trial, post judgment, and appellate proceedings.

19. **No Warranty.** Buyer understands and agrees that Seller has made no representation or warranty as to the appropriateness, applicability, adequacy or suitability of the Subject Credits for Buyer's intended uses or purposes, and that Buyer accepts the Subject Credits in an "as is" condition

without requiring any action, expense or other thing or matter on the part of Seller to be paid or performed and upon the issuance of the Minor Permit Modification to Seller's Environmental Resources Permit for the Subject Credits.

20. **Agreement Not Recordable.** Neither this Agreement nor a memorandum thereof shall be recorded in the public records of any county.

21. **Confidentiality.** Except as required in the normal conduct of the business of the parties hereto by law or as part of Buyer's permitting process, Buyer shall not, without the prior written approval of Seller, at any time during the term of this Agreement or thereafter, divulge to any third party, other than its attorneys, accountants, employees and professional advisors who are bound by confidentiality, any information concerning the contents of this Agreement. Buyer shall not make any press releases or other media dissemination of information relating to the transaction contemplated by this Agreement without the prior written approval of Seller, which may be granted or withheld in Seller's sole discretion. Nothing herein shall prevent the Buyer from complying with the requirements of Florida's public records law, Chapter 119, Florida statutes, compliance with which will not be considered a violation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates written below their respective names.

**SELLER:**

THE ST. JOE COMPANY,  
on its behalf and on behalf of  
ST. JOE TIMBERLAND COMPANY  
OF DELAWARE, L.L.C.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BUYER:**

CITY OF PANAMA CITY BEACH

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTEST:**

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





**Legend**  
Bay Parkway Offsite Preservation Area - 82.05 AC.


**Exhibit A Off-site Conservation Easement**

Bay Parkway  
TRS: T03S, R16W Sec 4 and 5  
County: Bay  
State: Florida  
Imagery: Bing Hybrid



**ICARUS**  
Maps Prepared By:  
Icarus Ecological Services, Inc.  
8639 Ranchwood Lane  
St. Augustine, FL 32092  
904.307.9911



**Legend**  
 Bay Parkway SWWB CU CE - 27.06 AC.

**Exhibit B Annual Conservation Unit Conservation Easement**

Bay Parkway  
 TRS: T03S, R16W Sec 5 and 8  
 County: Bay  
 State: Florida  
 Imagery: Bing Hybrid





**Legend**

 Road Removal Locations

**Exhibit C Road Removal**  
 Bay Parkway  
 TRS: T03S, R16W Sec 5 and 7  
 County: Bay  
 State: Florida  
 Imagery: Bing Hybrid




**ICARUS**  
 Maps Prepared By  
 Icarus Ecological Services, Inc.  
 8639 Ranchwood Lane  
 St. Augustine, FL 32092  
 904.307.9911

**REGULAR ITEM**

**7**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Utilities Department - Al Shortt, Utilities Director

**2. MEETING DATE:**

May 14, 2020

**3. REQUESTED MOTION/ACTION:**

Approve the construction Agreement for the Conservation Park - Trail Stabilization 2020 Project with XGD Systems, LLC in the not-to-exceed amount of \$100,000.

**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 Conservation Park was opened to the public in 2011, several miles of sandy trails have been stabilized to provide improved surface conditions for pedestrians and cyclists. This year's proposed project will address additional trails that have rough or muddy sections. An exhibit showing sections of Cypress Pond and Buck Pond trails recommended for stabilization in the base bid is attached for your review.

Staff prepared bid documents and a solicitation for construction bids was publicly advertised. This solicitation was for a unit price per linear foot for two different types of stabilization work, with an additional unit price requested for fill material. Nine bidders responded before the published deadline date and time. Bids were publicly opened at 2 PM on Wednesday April 29, 2020. Staff has reviewed the bids, and recommends awarding the work to the low bidder, XGD Systems, LLC. This work was originally estimated by staff to cost around \$100,000. Due to the low unit cost pricing from XGD, staff inquired whether they would do additional stabilization work in the park at the bid unit prices. XGD has indicated they would if conditions on other trails are comparable. Therefore, to take advantage of the favorable pricing situation, staff recommends the council authorize entering into an agreement with XGD Systems, LLC for the not to exceed amount of \$100,000 for work completed based on the bid unit prices and the final measured quantities of work. The additional trails to be targeted for improvement will be Palmetto, John Muir and Diamondback.

The Utility Department has funds budgeted for improvements at Conservation Park this fiscal year. Also attached is a copy of the bid tabulation, XGD's bid form and a draft Agreement with XGD for your review. Staff recommends Council approval.

**RESOLUTION 20-100**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH XGD SYTEMS, LLC IN AN AMOUNT NOT TO EXCEED \$100,000.00 FOR TRAIL STABILIZATION SERVICES RELATED TO THE CONSERVATION PARK 2020 TRAIL STABILIZATION PROJECT.**

**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 XGD Systems, LLC, relating to the Conservation Park 2020 Trail Stabilization Project, in an amount not to exceed One Hundred Thousand dollars (\$100,000.00), at the unit price of \$10.36 per LF for Type I Trail Stabilization, \$14.01 per LF for Type II Trail Stabilization, and \$27.30 per CY for Clean Fill, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

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

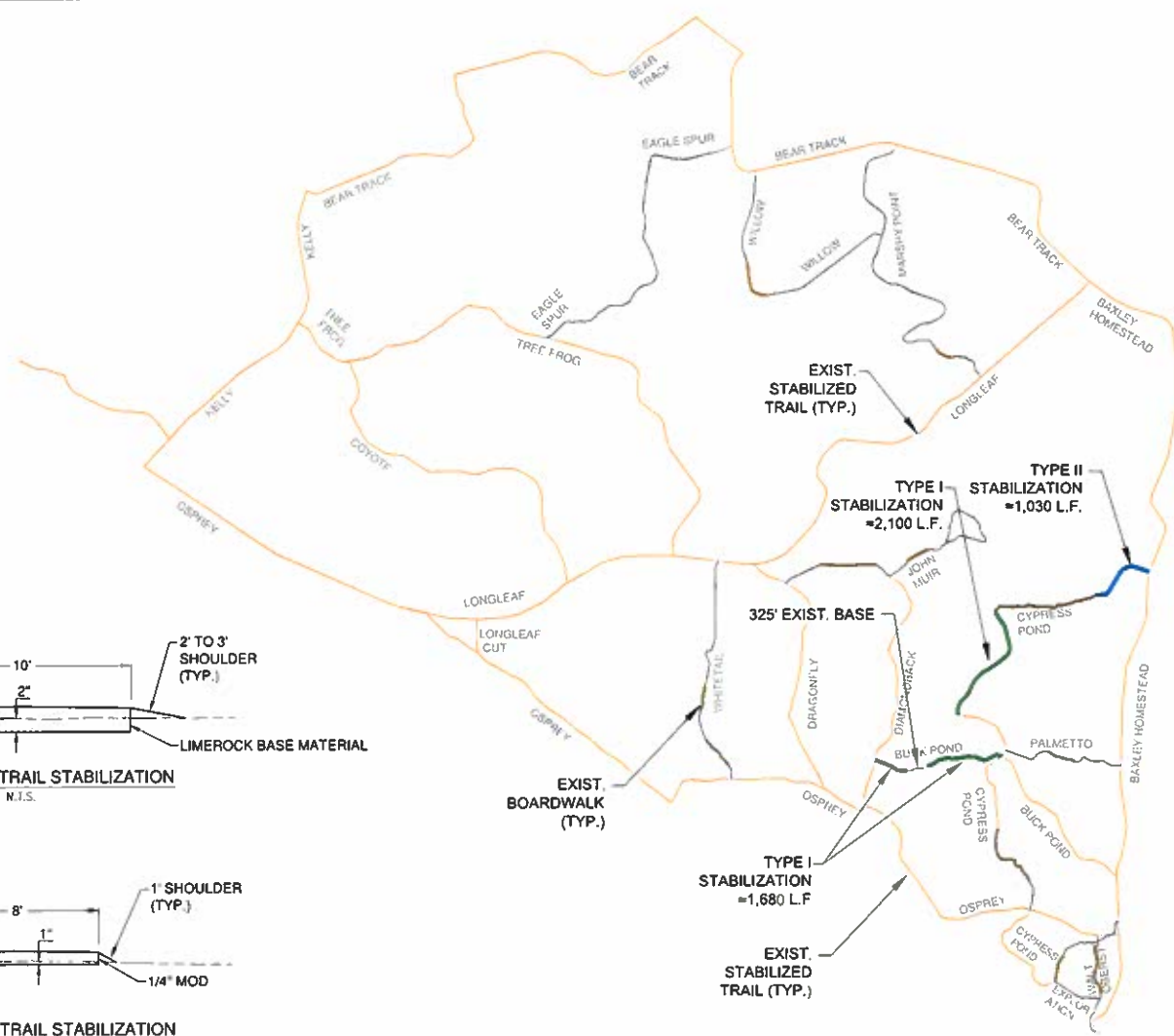
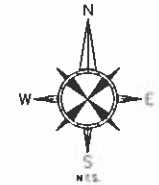
**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

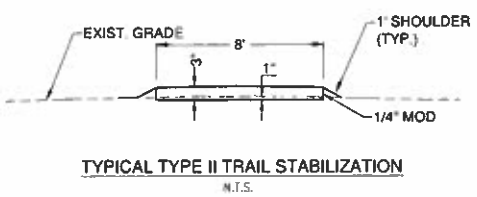
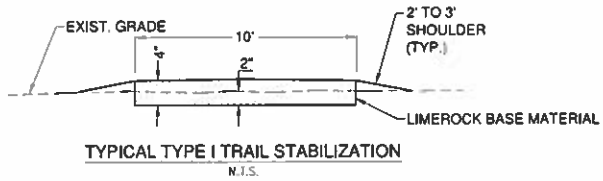
**ATTEST:**

\_\_\_\_\_  
Jo Smith, Interim City Clerk



**NOTES:**

1. TRAIL STABILIZATION MATERIAL FOR TYPE I SHALL BE FOOT LIMEROCK BASE SOURCED FROM A CURRENTLY FOOT APPROVED MINE, AND SHALL BE 1/4" MOD (VULCAN MATERIALS, CRYSTAL FINK (850-729-8830) FOR TYPE II.
2. CONTRACTOR SHALL LIGHTLY GRADE EACH EXISTING TRAIL SECTION TO PROVIDE A GENERALLY EVEN SURFACE PRIOR TO BEGINNING STABILIZATION WORK. TRAIL SECTIONS ARE CURRENTLY A MIX OF LOOSE TO MODERATELY FIRM SANDS, DEPENDING ON LOCATION.
3. THE NEED FOR IMPORTED CLEAN SAND FILL SHOULD BE ANTICIPATED IN CERTAIN STABILIZATION AREAS TO LEVEL LARGER DEPRESSIONS. PAYMENT WILL BE BY TRUCK MEASURE BASED ON DELIVERY TICKETS FOR AREAS RECEIVING FILL AS DIRECTED BY THE OWNER.
4. CONTRACTOR SHALL CUT SPECIFIED WIDTH OF TRAIL SEGMENT TO THE DEPTH INDICATED, LEAVING CUT MATERIAL GENERALLY EQUALLY BUILT UP ON EITHER SIDE OF CUT. PRIOR TO PLACING BASE MATERIAL, THE SUBGRADE SHALL BE COMPACTED WITH A ROLLER.
5. SUFFICIENT BASE MATERIAL SHALL BE PLACED IN CUT ALONG THE SEGMENT TO PRODUCE THE SPECIFIED THICKNESS AFTER COMPACTION. MATERIAL SHALL BE PLACED UPON DELIVERY IN ITS FINAL LOCATION. NO STOCKPILING OF ANY KIND WILL BE PERMITTED ON SITE.
6. THE BASE MATERIAL SHALL BE GRADED UNIFORMLY ALONG THE PLANNED TRAIL SEGMENT, ALONG WITH THE SOILS FROM THE INITIAL CUT TO PROVIDE SOIL SHOULDERS ON EITHER SIDE OF THE TRAIL SECTION.
7. ALL DISTURBED AREAS SHALL BE ROLLED WITH A 54" MACHINE (DYNAPAC 150 OR LARGER) UNTIL THE STABILIZED TRAIL SURFACE IS FIRM AND UNYIELDING. NO SEED & MULCH IS REQUIRED. COMPACTION TESTING IS NOT REQUIRED.
8. ALL OTHER TRAILS, INCLUDING THE SAND SHOULDERS, IN THE PARK THAT ARE DISTURBED DURING CONSTRUCTION BY EQUIPMENT AND MATERIAL DELIVERIES SHALL BE GRADED BACK TO THEIR ORIGINAL CONDITION OR BETTER AT THE CONCLUSION OF THE WORK. THIS MAY REQUIRE PLACEMENT OF BASE MATERIAL IF EXISTING BASE IS DEGRADED.



NO.	DATE	BY

DATE:	4/8/20
SCALE:	N.T.S.
DESIGNED BY:	A.E.S.
DRAWN BY:	M.A.S.
CHECKED BY:	A.E.S.
FILE NO:	CP_Bed_2020_2020.dwg

CITY OF  
**PANAMA CITY BEACH**

116 SOUTH ARNOLD ROAD  
PANAMA CITY BEACH, FLORIDA 32413

**CONSERVATION PARK**

2020 TRAIL STABILIZATION PROJECT

SHEET NUMBER  
**2 OF 2**





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, XGD Systems, LLC, business as a corporation, having a business address of 415 NW Flagler Avenue, Unit 302, Stuart, FL 34994 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **Conservation Park – 2020 Trail Stabilization Project** to be located at 100 Conservation Drive, Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the 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 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 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 60 consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$150.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein based on Unit Prices in the Bid Schedule for the Not-To-Exceed sum of \$ 100,000.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form.
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

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

Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 01110	ENVIRONMENTAL PROTECTION

DRAWINGS prepared by the City of Panama City Beach  
Numbered 1 through 2 and dated April 2020.

SPECIFICATIONS prepared or issued by the City of Panama City Beach,  
dated April 2020.

#### ADDENDA

No. \_\_, dated \_\_\_\_\_, 2020

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

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

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

If to Owner:

\_\_\_\_\_  
City of Panama City Beach  
\_\_\_\_\_  
17007 Panama City Beach Pkwy.  
\_\_\_\_\_  
Panama City Beach, FL 32413  
\_\_\_\_\_

ATTENTION: Tony O'Rourke, City Manager  
Fax No.: (850) 233-5116

If to Contractor:

\_\_\_\_\_  
XGD Systems, LLC.  
\_\_\_\_\_  
415 NW Flagler Ave, Unit 303  
\_\_\_\_\_  
Stuart, FL 34994  
\_\_\_\_\_

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

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

10. 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.

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

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

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

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of

the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE**

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

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

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

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

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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



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

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

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

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

**BUSINESS AUTOMOBILE LIABILITY COVERAGE**

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$2,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,  
FLORIDA

ATTEST:

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

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

NAME: Tony O'Rourke  
(Please type)

TITLE: City Manager

CONTRACTOR:

ATTEST:

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

\_\_\_\_\_

NAME: XDG Systems, LLC.  
(Please Type)

NAME \_\_\_\_\_

ADDRESS: 415 NW Flagler Ave, Unit  
302, Stuart, FL 34994

(Please Type)

[END OF SECTION 00050]

**SECTION 00030**

**BID PROPOSAL FORM**

This proposal of XGD Systems, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as a corporation (a corporation, a partnership or an individual), whose Florida contractor's license number is CGC1526424 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 Conservation Park – 2020 Trail Stabilization Project 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 on or before a date to be specified in the Notice to Proceed and to substantially complete the project within 60 consecutive calendar days thereafter, and to fully complete the project within 15 consecutive calendar days thereafter.

BIDDER further agrees to pay as liquidated damages, the sum of \$150.00 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.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

**BASE BID**

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices shown in the BID SCHEDULE.

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:

**BID SCHEDULE**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT COST</u></b>
1	Type I Trail Stabilization	L.F.	3,800	\$ <u>10.36</u>
2	Type II Trail Stabilization	L.F.	1,030	\$ <u>14.01</u>
3	Clean Fill	C.Y.	100	\$ <u>27.30</u>

**ESTIMATED TOTAL COST BASED ON ESTIMATED QUANTITIES \$ 56,528.30**

By submitting this Bid, the CONTRACTOR understands that all work specified in these Contract Documents must be included in the Unit Price Bid above. If the numbers do not meet this requirement, your Bid will be disqualified and will not be considered for award.

Below, specify the names of the subcontractors, if any, to be used as part of your Base Bid:

**Work Performed & Company Name**

1. By Own Forces
2. \_\_\_\_\_
3. \_\_\_\_\_

Below, specify the manufacturers/suppliers of materials to be provided:

1. Limerock Base                    White's Holding/Limerock Industries' Jones Mine in Marianna, FL
  2. ¼" Mod Base                    Vulcan Materials' Panama City Sales Yard
  3. Clean Sand Fill                White's Holding/Limerock Industries' Jones Mine in Marianna, FL
- Limerock base material must be from a current FDOT approved pit.

**NOTES:**

1. Bids shall include sales tax and all other applicable taxes and fees.
2. BIDS shall be on the basis of a unit price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK. The anticipated maximum budget for the WORK is \$90,000. In the event all stabilization cannot be completed within budget, the work will be prioritized with Type II stabilization first, followed by Type I, until the budget is reached.
3. All bids are understood to include all associated charges for layout, restoration, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
4. The OWNER reserves the right to reject any and all bids received.
5. **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.**
6. By submitting this Bid, the BIDDER and the Bid Bond surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this Bid and/or Bid Bonds, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County,

Florida. The BIDDER and Bid Bond surety do 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. 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. Executed Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 0095
3. Executed Public Entity Crimes Statement – Section 00097
4. All acknowledged Addenda

CONTRACTOR:

  
\_\_\_\_\_  
XGD Systems, LLC

\_\_\_\_\_  
Address  
415 NW Flagler Avenue, Unit 302, Stuart, FL 34994

\_\_\_\_\_  
772 286-3419  
Phone Number

\_\_\_\_\_  
April 28, 2020  
Date

[END OF SECTION 00030]

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**REGULAR ITEM**

**8**

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# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:  
MAY 14, 2020

3. REQUESTED MOTION/ACTION:  
APPOINT VACANCIES TO MULTIPLE CITY OR COMMUNITY BOARDS.

4. AGENDA  
PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)  
FOLLOWING THE 2020 MUNICIPAL ELECTION, THE COUNCIL IS TASKED WITH APPOINTING VARIOUS SEATS TO CITY BOARDS AS WELL OTHER PUBLIC BOARDS. BOARD SEATS ARE APPOINTED EITHER BY A SPECIFIC COUNCIL MEMBER WITH THEIR TERM TIED TO THE COUNCIL MEMBER OR FOR A FIXED TERM. CURRENT VACANCIES ARE AS FOLLOWS:

- PLANNING BOARD: ONE SEAT VACATED BY THE RESIGNATION OF COMMISSIONER SHELDON. THIS VACANCY AND TWO ADDITIONAL TERMS WILL EXPIRE ON SEPTEMBER 30, 2020.
- WEST FLORIDA REGIONAL PLANNING COUNCIL: ONE SEAT TO BE VACATED BY COUNCILMAN SOLIS.
- HALF-CENT SALES TAX OVERSIGHT COMMITTEE: ONE SEAT APPOINTED BY EACH COUNCIL MEMBER. THREE SEATS EXPIRED WITH THE TERMS OF MAYOR THOMAS, COUNCILMAN SOLIS, AND COUNCILMAN CHESTER.
- AUDIT COMMITTEE: ONE REMAINING VACANCY.

CONSISTENT WITH THE COUNCIL'S PREVIOUS DIRECTION, STAFF HAS ADVERTISED THE PLANNING BOARD AND AIRPORT AUTHORITY BOARD SEATS.

STAFF REQUESTS APPOINT OF QUALIFYING MEMBERS TO THESE BOARDS, COMMITTEES, AND COUNCILS.

**BOARDS OF THE CITY**

2018-2019

04/20/20

<b><u>BOARD</u></b>	<b><u>MEMBER</u></b>	<b><u>TERM EXPIRES</u></b>
<b><u>PLANNING</u></b>		
Regular Meeting	Mark Caron	<a href="mailto:mark@emeraldislehoa.com">mark@emeraldislehoa.com</a>
2 <sup>nd</sup> Wednesday	Patrick Hodges	<a href="mailto:patrick@phlandstudio.com">patrick@phlandstudio.com</a>
1:00 P.M.	Jason Morehouse	<a href="mailto:jasonmorehouse@gmail.com">jasonmorehouse@gmail.com</a>
4 Yr term		
Chair chosen annually by CC	David Scruggs	<a href="mailto:david.scruggs@zha-fl.com">david.scruggs@zha-fl.com</a>
VC chosen by Bd	Paul Turner,	No email
Chair(20)	Josh Wakstein	<a href="mailto:pcbjosh@gmail.com">pcbjosh@gmail.com</a>

(School Bd Member-Non-Voting) Wayne Elmore (no compensation)

(Navy Base Member- Non-Voting) John Skaggs - -----

**BOARD****TERM EXPIRES****HALF-CENT SALES TAX CITIZENS OVERSIGHT COMMITTEE**

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

John Johnson	(Casto)	(c832-5824)	April, 2022
128 Grand Heron Dr, 32407			
David Scruggs	(Chester)	(c541-6188)	April, 2020
316 Bainbridge St, 32413			
Jeremy Martin	(McConnell)	(C352-430-4997)	April, 2022
89 Park Place, 32413			
Roger Scheeres	(Solis)	(c532-9525)	April, 2020
100 Grand Heron Dr, 32407			
Doug Gilmore	(Thomas)	(c867-5675)	April, 2020
100 Villa Ct, 32413			

**PARKS & RECREATION BOARD**

Meets once/mo, Ordinance 500, 2 year terms, Chair &amp; Vice-Chair appointed annually

Gayle Oberst	(McConnell)	c866-1541	8/9/20
208 Oleander Cir, 32413		<a href="mailto:cftpyramid@knology.net">cftpyramid@knology.net</a>	
Rick Ramos	(Solis)	c972-217-5945	8/9/21
222 Summer Breeze Rd, 32413		<a href="mailto:melvinramos@sbcglobal.net">melvinramos@sbcglobal.net</a>	
Michael Dorr	(Casto)	c850-252-3678	8/9/20
150 Hombre Circle		<a href="mailto:teamwahoo@gmail.com">teamwahoo@gmail.com</a>	
Ted Schoppe	(Chester)	c596-0054	8/9/21
16225 E Lullwater Dr, 32413		<a href="mailto:tschoppe@phoenix-fl.com">tschoppe@phoenix-fl.com</a>	
Chris O'Brien	(Thomas)	c890-7738	8/9/21
104 Lake Circle, 32413		<a href="mailto:cobrien@visitpanamacitybeach.com">cobrien@visitpanamacitybeach.com</a>	

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## PLANNING BOARD APPLICANTS

1	MINERVE BATRONY	344 JOHNSON BAYOU DR
2	ED BENJAMIN	202 S WELLS ST
3	MATT BUSH	111 MOONRAKER CIRCLE
4	RHONDA DAVIS-ROSS	104 BLUE SAGE ROAD
5	STEVEN DRAPER	223 SUMMER BREEZE RD
6	AL FEINSTEIN	8743 THOMAS DR, STE 1332
7	REGINALD JOHNS	101 MIDDLEBURG DR
8	KEN MCVAY	103 KENSINGTON CIRCLE
9	REX REID	202 GULF LANE
10	THOMAS ROBINSON	106 VIA FLAVIA ST
11	ERIN SIMMONS	310 GRAZE POINT DR
12	WILLIAM STROUPE	193 GRANDE ISLAND BLVD
13	EDDIE VALLE	311 BREAKFAST POINT BLVD

1

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: Minerve Batony

HOME ADDRESS: 344 Johnson Bayou Dr.

MAILING ADDRESS: 344 Johnson Bayou Dr.

Home Phone: 954 274 9915 Business Phone: 850 913 3874 Cell: \_\_\_\_\_

How is it best to contact you during the day? Cell @ 954 274 9915

E-mail Address: mbatony@oceaneering.com

Business Address: 1700 C Ave Port of Panama

Are you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? NO  
If you, which one(s)? \_\_\_\_\_

Which Board would you prefer? planning board

Please provide, if desired, briefly your education and experience. MS. in Ocean Engineering + MAJOR in Business

Planning Board meets monthly 2<sup>nd</sup> Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.

[Signature]  
Signature of Applicant

4.30.2020  
Date

\*\*\*\*\*

Please return the completed form to Jo Smith at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications noon, May 8, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

RECEIVED

APR 30 2020

IN OFFICE OF THE CITY CLERK

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

**NOTE:**

**PLEASE INCLUDE RESUME WITH APPLICATION.**

**NOTE: You must live within the City limits to be considered for the appointment.**



## PROFILE

**Engineering leader with 10+ years' progressive experience including engineered design & manufacturing, engineering analysis, leading multiple concurrent projects across numerous countries / sites.**

At Oceaneering Int'l., SME in subsea engineering design analysis, subsea control umbilicals / products, analysis & design of riser umbilical systems for floating production platforms; achieved 100% on-time delivery, while optimizing design solutions, trimming costs.

**Natural leader: adept at communicating, influencing, negotiating, facilitating, presenting & getting others excited about implementing new ideas. Community engagement by volunteering on various boards.**

**Multilingual:** Fluent English, French, Creole; conversational Spanish.

## CONTACT

PHONE:  
954-274-9915

EMAIL:  
[mbatrony@oceaneering.com](mailto:mbatrony@oceaneering.com)

## REFERENCES

Thomas Landreth  
[tlandreth@oceaneering.com](mailto:tlandreth@oceaneering.com)

Amber Perryman  
[perryal@bay.k12.fl.us](mailto:perryal@bay.k12.fl.us)

Jeffries R. Alan  
[ajeffries@gulfcoast.edu](mailto:ajeffries@gulfcoast.edu)

## MINERVE (MIMI) BATRONY

Sr Development Engineer and Member of Board of Director

## EDUCATION

**MS, Ocean Engineering (Minor: Business Administration), Florida Atlantic University; Boca Raton, FL; 2006**

**BS, Ocean Engineering, Florida Atlantic University; Boca Raton, FL; 2004**

## WORK EXPERIENCE

**Gulf Coast State College, Engineering Technology Advisory Committee**  
February 2020 – Present

Gulf Coast State College advisory committee member to assist in the planning, implementation, and evaluation of each of its occupational programs. The major functions of advisory committees are established to assist in completing the steps necessary for significant program planning and implementation of efficient program operations.

**Rising Leaders Academy, VP of the Board of Director**

September 2019 – Present

Serve as the Corporation's Board of Directors and oversee the school operations. Primary responsibilities are to carry out governance in accordance with the Rising Leaders Academy Charter and Bylaws. Critical role is to develop and maintain the vision, mission, and long-term goals and strategies for Rising Leaders Academy. Manage and implementation strategy delegation to the Principal who has the responsibility to report to the Board.

**Oceaneering International Inc. Sr. Development Engineer**

August 2014 – Present

Development of tools and methods used by the Engineering Organization, ensure most adequate and advanced solutions are available to the Organization. Responsible for advancement of products, supporting product and manufacturing process development initiatives. Support bid and execution projects.

Held multiple positions at Oceaneering, detail job history can be viewed at [linkedin.com/in/mimibatrony](https://www.linkedin.com/in/mimibatrony)

## TRAINING

Coaching for Peak Performance ♦ Charter School Governance Training ♦ Offshore Safety Training Awareness ♦ Leading High-Performance Teams ♦ Front-Line Leadership for Supervisors ♦ Dupont STOP for Supervisors / Safety ♦ Accident Investigation & Root Cause ♦ Umbilical Design & Installation ♦ Various Engineering related tools

2

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: ED BENJAMIN

HOME ADDRESS: 202 S. WELLS ST

MAILING ADDRESS: PCB, FL 32413

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell: 850-624-3800

How is it best to contact you during the day? 4

E-mail Address: MTSEPB@ Fax Number: \_\_\_\_\_

Business Address: COMCAST.NET

Are you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee?  
If you, which one(s)? \_\_\_\_\_

Which Board would you prefer? PLANNING BOARD

Please provide, if desired, briefly your education and experience. 12 YEARS PLANNING BOARD  
BOARD CHAIR 3~~0~~ 6 YEARS 2006-2018

Planning Board meets monthly 2<sup>nd</sup> Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.

Edward P Benjamin  
Signature of Applicant

4/28/20  
Date

\*\*\*\*\*  
Please return the completed form to Jo Smith at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications noon, May 8, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

**NOTE:**  
**PLEASE INCLUDE RESUME WITH APPLICATION.**

**NOTE: You must live within the City limits to be considered for the appointment.**

**RECEIVED**  
**APR 29 2020**  
IN OFFICE OF \_\_\_\_\_

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: Matthew T Bush

HOME ADDRESS: 111 Moon Raker Cir. PCB FL 32407

MAILING ADDRESS: 111 Moon Raker Cir. PCB FL 32407

Home Phone: N/A Business Phone: 850-235-1519 Cell: 850-814-0688

How is it best to contact you during the day? Cell

E-mail Address: Bush.2009@yahoo.com Fax Number: 850-235-1976

Business Address: 13726 Front Bch Rd. PCB FL 32407

Are you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? N/A  
If you, which one(s)? N/A

Which Board would you prefer? Planning

Please provide, if desired, briefly your education and experience. Graduated high school, two years of college and managed a successful business for the last 14 years!!!

Planning Board meets monthly 2<sup>nd</sup> Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.

[Signature]  
Signature of Applicant

5-2-2020  
Date

\*\*\*\*\*  
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Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

**NOTE:**  
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**NOTE:** You must live within the City limits to be considered for the appointment.

RECEIVED  
MAY 08 2020

# MATTHEW T. BUSH

111 Moonraker Circle Panama City Beach, FL 32407  
[bush.2008@yahoo.com](mailto:bush.2008@yahoo.com) / 850-814-0688

## SUMMARY

Reliable and accountable Manager demonstrating high level of ownership and initiative. Quick and effective at decision-making and learning new skills while maintaining excellent customer service throughout sales experience. Possessing exceptional work ethic and desire to go above and beyond to exceed company expectations. Offering knack for building productive working relationships. Successful in fast-paced, deadline-driven environment to manage goals and team development. History of thriving in team-oriented environments.

## SKILLS

- Issue and conflict resolution
- Safety inspections
- Customer service
- Business operations

## EXPERIENCE

Manager / Classic Rentals Inc. Panama City Beach, FL 06/2001 – Current

- Managed day to day operations, including supervision and assignment delegation for 6 employees.
- Set and administrated annual operating budget, consistently maintaining controls and preventing overages.
- Monitored safety and functionality of all equipment and adjusted optimize productivity.
- Greeted and assisted all customers daily in high traffic retailer.
- Established, enforced, and updated polices keeping business agile and responsive to changing market conditions

## Education

Diploma - A Crawford Mosley High School / Lynn Haven, FL 2003  
Gulf Coast Community College / Panama City FL 2004 -2005

RECEIVED

MAY 08 2020

IN OFFICE OF  
THE CITY CLERK



COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: Rhonda Davis-Ross

HOME ADDRESS: 104 Blue Sage Road PCB, FL 32413

MAILING ADDRESS: 104 Blue Sage Road PCB, FL 32413

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell: 601.508.8443

How is it best to contact you during the day? Cell

E-mail Address: Rhonda1347@icloud.com Fax Number: N/A

Business Address: Tyndall AFB

Are you a registered voter of the City of Panama City Beach? Yes \_\_\_ No Not yet  
Do you hold a public office? Yes \_\_\_ No X

At the present time, do you serve on any City Board, Commission or Committee? No

If you, which one(s)? NA

Which Board would you prefer? Planning Board

Please provide, if desired, briefly your education and experience. I am a Senior Project Manager of Construction with 20 years of experience. I am also our company's Federal Compliance Manager.

Planning Board meets monthly 2<sup>nd</sup> Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.

Rhonda Davis-Ross  
Signature of Applicant

04.29.2020  
Date

\*\*\*\*\*  
Please return the completed form to Jo Smith at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications noon, May 8, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

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**RECEIVED**  
**APR 30 2020**  
**IN OFFICE OF THE CITY CLERK**

# RHONDA DAVIS-ROSS

104 Blue Sage Road  
Panama City Beach, FL 32413

Phone: 601.508.8443  
Email: rhonda1347@icloud.com

## SENIOR PROJECTS MANAGER

A top-performing, highly motivated team leader with twenty (20) years of Construction Management, Contract Management and Maintenance Facilities management experience. I've had incredible opportunities to manage diverse, cross-functional teams in all aspects of design-build, vertical construction, road/bridge construction and federal facilities maintenance. Conscientious senior-level professional backed by a proven history of delivering on-schedule, on-budget, and high-quality projects for commercial, retail, private, and military clients. Successful team builder and solution oriented. Uniquely skilled at anticipating the needs of projects, contractor management and key stakeholders by staying ahead of issues through strategic planning.

### AREAS OF EXPERTISE

- Compliance Manager/Contract Administration (Prime and Subs)
- Project Safety Analysis
- Quality Control Management
- Infrastructure Improvement
- LEED Silver & Gold Awards
- Asbestos Abatement
- Site Safety & OSHA Compliance
- HAZWOPER Initiatives
- Field Engineering
- Building Inspection
- Budgeting & Cost Controls
- PreCon Technical Proposals

### PROFESSIONAL EXPERIENCE

**BARLOVENTO, LLC DOTHAN, AL**  
**SENIOR PROJECTS MANAGER**

**DEC 2015 TO PRESENT**

**SENIOR PROJECT MANAGER DUTIES AND RESPONSIBILITIES:** Manage multiple projects at multiple sites. Mentor new project managers; develop and implement staff development goals; assist the HR manager in staff selection; assist corporate management by monitoring to ensure implementation and compliance with Barlovento corporate policies; monitor progress and manage contract issues from beginning to end with subcontractors and clients; consult with the key stakeholders to ensure contractually compliant resolutions and closure; partner as required for overall successful completion of projects and Barlovento goals.

#### SENIOR PROJECT MANAGEMENT RESPONSIBILITIES:

- Prime and Subcontractor Contracts Management
- Provide overall management direction for field projects
- Plan, organize and staff key field positions
- Establish project objectives, policies, procedures and performance standards in keeping with Corporate policies and procedures
- Initiate and maintain liaison with client and A/E contacts to facilitate construction progress
- Project buyout, budget and cost projections, manage change order process with the client and with subcontractors
- Monitor/control construction through administrative direction of the onsite Superintendent to ensure the project(s) are built on schedule and within budget
- Investigate potential impacts to budget and schedule and implement corrective measures to maintain construction progress
- Represent the company in project meetings and assist in contract negotiations/strategy sessions
- Manage financial aspects of contracts to protect the company's interest and simultaneously maintain good working and professional relationship with clients.
- Effectively manage through application of innovate techniques as required to maximize employee and subcontractor performance

- Demonstrate a thorough and vital understanding of corporate and industry practices, processes, standards, etc. and their impact on project activities
- Demonstrate superior communication and interpersonal skills and be business oriented.
- Mentor and train Assistant PMs, PMs and QC Managers.

**FEDERAL PROGRAM COMPLIANCE MANAGER RESPONSIBILITY:** Serves as liaison between Contracts, Program Management, Project Management, Project Team, and Legal Team. Requires an understanding of FAR/DFARS, Federal IDIQ contracts and supplemental acquisition regulations of government agencies. Works to ensure a culture of compliance program that promotes an internal well-versed understanding of the company's compliance with contractual terms and conditions at the prime and subcontract levels, and federal and state regulations for contracts being perused and on-going contracts. Prepares formal contract correspondence with the client and develop strategies for negotiation in alignment with company objectives. Must keep up with new laws, executive orders and proposed legislation and interpret the potential impact on current and future contracts.

**Typical Duties:** Full Life Cycle Contract Management ("Cradle To Grave"); Researches, understands, monitors and administers the business provisions of assigned contracts to ensure compliance with contractual terms and conditions with minimal guidance and supervision; Advises the Contracts, Program and Project Manager regarding scope, financial, and discusses risk issues applicable to contracts; Collaborates with Procurement personnel on project subcontract and purchasing matters; Operates as the main interface on all contractual issues under supervision, prepares letters to clients notifying them of contract cost limitations and requirements for additional funds as well as all other communications; Identifies contractual problems and coordinates with supervisor appropriate action to ensure a satisfactory resolution; Follows up on challenges demanding management attention to ensure a timely response to the client; Assist with drafting various contract documents including base contracts, modifications, subcontracts, and purchase orders; Working with and advising Program and Project Managers on procurement policies, regulations, and procedures; Maintaining a working knowledge of the Federal Acquisition Regulation (FAR) and agency supplemental regulations; following all applicable acquisition procedures; Interprets contract policies, operating practices, and performance standards; Works as in-house paralegal on matters of federal contract compliance with clients and subcontractors; develop and maintain formal in-house training program in federal contract domain expertise.

**ESTIMATING** for the Preconstruction Department (new project ranging in complexity and scope (\$5mil to \$25mil USACE, NASA, NAVFAC, AFCEC, Fish and Wildlife Service (DOI). Risk assessment and management planning for new projects/monitor progress throughout project lifecycle.

#### **TYNDALL AFB, FLORIDA**

##### **DESIGN BUILD PROJECTS TO REBUILD TYNDALL**

**+\$15MILLION**

Current projects include Design Build services of existing facilities damaged by Hurricane Michael and the Replacement of Multiple Communication Towers at Tyndall AFB.

##### **FORT GORDON, GA – D/B RENOVATIONS TO VET CLINIC – BUDGET: \$6.5M**

D/B Transition Space for the Vet Clinic to maintain daily operations throughout the renovation project of the existing facility. Includes design, fabrication, delivery, setup, utility connections, and subsequent disconnection and removal from premises. Renovation and Addition to Existing Vet Clinic includes a full demolition of the interior floorplan, a full renovation and addition including all new mechanical equipment and fixtures, electrical equipment and fixtures, new data and com systems and new security systems. Renovated space contains an OR, labs and x-ray spaces.

##### **FORT SAM HOUSTON – D/B FIRE SUPPRESSION SYSTEM UPGRADE – BUDGET: \$1.35M**

Fire suppression system upgrades and replacement of dry system in maintenance bay. Bring fire suppression and fire detection systems up to current code.

**JBSA AIRFIELD LIGHTING – BUDGET: \$5M** – Upgrade underground electrical service to airfield lighting, demo existing and install new high mast lighting, concrete bases and fixtures, remove existing and relocate/install new flood lighting, install new beacon tower, install new navaid lighting.

**JBSA RAFB RENO OSI B200 – BUDGET: \$3.6M** – RENOVATION PROJECT INCLUDING UPGRADES TO ELECTRICAL AND MECHANICAL SYSTEMS AND INTERIOR LAYOUT AND FINISHES.

**KIRTLAND AFB, NM 46KV PROJECT – BUDGET: \$7.7M** - COMPLETE CONSTRUCTION FOR THE REBUILD OF THE 46KV FEEDER (6.5 MILES) INCLUDING NEW STEEL POLES, STATIC WIRING AND GROUNDING SYSTEM.

**RENOVATE B313 BUDGET: \$14M-** RENOVATION OF APPROXIMATELY 43,500 SQ FT. WORK INCLUDES DEMOLITION, ROOF REPLACEMENT, STRUCTURAL REPAIRS, ALL NEW MECHANICAL, ELECTRICAL, AND FIRE SUPPRESSION SYSTEMS. INTERIOR RENOVATIONS INCLUDE NEW RAISED FLOORING SYSTEM, NEW TELECOM INFRASTRUCTURE AND BACKBONE PREMISE WIRING. WORK ALSO INCLUDES HIGH END FINISHES AND A COMPLETE FF&E PACKAGE.

#### **QUALITY CONTROL SYSTEMS MANAGER, JBSA-LACKLAND**

- Responsible for the overall implementation of the Quality Control Management program including 3-phase inspections, daily reporting, inspections, submittal reviews, weekly progress meetings and schedule updates, 3-week look ahead, material inspections, etc. Management of third party testing agencies and inspectors and mentoring of QC staff, ensure prime and subcontractor compliance through leadership and management of goals and requirements.

#### **BERING STRAITS TECHNICAL SERVICES, TEXARKANA, TX TASK ORDERS (PROJECTS) MANAGER/SSHO, \$50M MATOC**

**Nov 2012 to Oct 2015**

**PROJECT TYPES INCLUDE INTERIOR RENOVATIONS, ADA UPGRADES, BUILDING ADDITIONS INCLUDING STRUCTURAL, ELECTRICAL, MECHANICAL AND FIRE SUPPRESSION SYSTEMS**

**Nov 2014 – Oct 2015**

- Responsible for all preconstruction and construction activities.
- Maintain a P6 cost-loaded schedule, as well as assume responsibility for estimating and technical proposals for new Task Order Requests.
- Manage all aspects of contract compliance and construction management through closeout of awarded task orders; responsibilities include submittals, change order negotiations with government client representatives, budget reports for submission to upper management, oversight of field activities with a focus on quality management and safety and overall project goals.

#### **SENIOR QUALITY CONTROL SYSTEMS MANAGER/SSHO, RED RIVER ARMY DEPOT**

**Nov 2012 – Oct 2014**

**FACILITIES MAINTENANCE 3 YEAR SERVICE CONTRACT W/1 YR RENEWAL OPTIONS UP TO 3 YRS \$5-7M PER YEAR**

- Responsible for overall management of prime service contract management with USACE
- Developed and implemented the quality control systems management program including report templates for testing and overall monthly performance reporting for a federal services Maintenance Contract (Electrical/Mechanical/General/Minor Construction & Incidental Engineering) that exceeded the USACE minimum requirements for Contractor Quality Control for a Maintenance Service Contract.
- Oversight and development of Quality Control staff.
- Development of key components of the site specific safety plan as needed.

#### **SFL+A ARCHITECTS, RALEIGH/FAYETTEVILLE/CHARLOTTE, NC**

**QUALITY CONTROL SYSTEMS MANAGER**

**SEPT 2011 – Nov 2012**

**WARRIORS IN TRANSITION ADMIN BUILDING, FORT STEWART, GA | BUDGET: \$7M**

Assisted with the development and implementation of new business unit for Design Build Construction Management Services in the federal contracting sector. Primary duties were thorough understanding of contract requirements with USACE; developing quality control management plans for design and construction, developing corporate safety and site-specific safety plans (after award); onsite quality control management of hand-picked projects.

**WARRIORS IN TRANSITION (WIT) ADMINISTRATION BUILDING** measures 28,000 SF over three stories of new construction. The facility includes two large company command headquarters and battalion command headquarters. The building houses 170 military and civilian personnel to support the Warrior Transition Battalion. The Warriors in Transition Administrative Building received LEED Gold Certification from the US Green Building Council. Sustainable features include a geothermal heat pump system and a solar thermal system to heat domestic water, producing a 50% energy reduction.

- Managed Quality Control Systems for three-story, LEED Gold construction project for the Army.

**QUALITY CONTROL MANAGER/ONSITE CONSTRUCTION QUALITY MANAGER** **SEPT 2011 – DEC 2011**  
 D/B 24<sup>TH</sup> STS OPERATIONS SUPPORT FACILITY, FORT BRAGG, NC | BUDGET: \$10M

- Managed Quality Control Systems for a two-story, LEED Silver construction project for the Army.

**CAROTHERS CONSTRUCTION INC., FORT BENNING, GA** **MAR 2009-SEPT 2011**

**QC MANAGER/PROJECT MANAGER/SAFETY, HEALTH & ENVIRONMENTAL OFFICER** **OCT 2010 – SEPT 2011**  
**TRAINING AREA ROADS, FORT BENNING, GA (AREA B) | BUDGET: \$11M -WORK INCLUDED TREE HARVESTING, EROSION CONTROL, STREAM DIVERSIONS, BRIDGE AND ROAD CONSTRUCTION**

- Managed all phases of erosion control BMP installation, inspection, and remediation across eleven miles of new road construction. Project included bridge construction, environmental protection efforts, cast-in-place culvert construction, and GADOT road/highway construction, and was completed within the timeframe specified by the Army and ready for use by relocated soldiers. Other duties were subcontractor management; change order management; produce monthly Contractor Status Reports (billing and technical narrative); review all contemporaneous documentation for the project from subcontractors and prepare contemporaneous documents for internal reporting as well as reporting to the client on status, issues and progress.

**QC MANAGER/PROJECT MANAGER/SAFETY, HEALTH & ENVIRONMENTAL OFFICER** **OCT 09 – OCT 2010**  
 D/B VMIF VEHICLE MAINTENANCE INSTRUCTION FACILITY, FORT BENNING, GA | BUDGET: \$43M – PROJECT SCOPE INCLUDES UTILITIES, ACCESS ROADS, PARKING LOT, PAVING, WALKS, CURBS, GUTTERS, LIGHTING, SECURITY BUILDING AND SUPPORT INFRASTRUCTURE. SITE IMPROVEMENTS, EXTERIOR COMMUNICATIONS, FIRE PROTECTION, AND STORM SEWER SYSTEM

- Managed QC construction staff from design phase through construction phase for this 185,000-square-foot multiuse training/administration facility. Exceeded LEED Silver requirements, elevating this project status to LEED Gold upon completion. Management team received an Outstanding rating; project received a Safety Award. Responsible for subcontractor contract management for compliance with the prime contract; approved work plan, quality control and safety plans. Develop RFIs, prepare submittals, conduct inspections.

**PROJECT ENGINEER/SSHO/ALTERNATE QC MANAGER** **MAR 09 – OCT 09**  
 MISSION SUPPORT COMPLEX II, COLUMBUS AIR FORCE BASE, COLUMBUS, MS - BUDGET: \$7.5M – PROJECT INCLUDES PHASE II 2-STORY ADDITION OF NEW ADMINISTRATIVE SPACES WITH HIGH END FINISHES, MASONRY, EIFS, HARDSTAND, SITE UTILITIES AND PAVING

- Service as onsite construction manager during building construction, handling all aspects of change order management, subcontractor management, schedule updates, and pay applications. Project team received an Outstanding rating; project received a Safety Award.

#### **WORK HISTORY PRIOR TO 2009**

**ROY ANDERSON CORP – (Gulfport, MS) – Project Manager 2007 to 2009**

**INDUSTRIAL CONSTRUCTION FOR DOD CONTRACTOR NORTHROP GRUMMAN – PASCAGOULA MS YARD BUDGET: \$11 TO \$37 MIL**

Panel Line Extension Project – Project scope includes substantial structural steel and concrete foundations and SOG, metal wall panels, metal roofing, 100-Ton Turnover Crane and 20-Ton Mag Crane Installation, Internal Railing system, Installation of New Auto Welding Systems, Exterior Hardstand and Paving

Served as Onsite Project Manager – worked at three Northrop Grumman industrial locations on various new construction projects (Pascagoula, Gulfport and New Orleans facilities.) Responsible for subcontractor management from developing scope and writing subcontracts, issuing purchase orders, change management and client reporting.

**SIMPLY SOUTHERN (MS Gulf Coast) – Owner** **2005 - 2007**

Owner/Estimator/Project Manager/Superintendent. 2005 to 2007

Independent Painting Contractor. Client and contractor referrals only.

**WHITE-SPUNNER CONSTRUCTION - (Mobile, AL)**

**2003-2005**

Assistant Project Manager - Budget: \$7 mil to \$20 mil

2004 to 2005 Commercial and Retail Construction, Real Estate Development - Assistant PM on multiple projects (15 - 25 projects simultaneously in various phases of construction).

2003 - Estimator, Commercial Construction

OTHER RELATED CONSTRUCTION EXPERIENCE 2000 TO 2003 (Mississippi) - Project Manager / Estimator / Corporate Office

MAR-KEY Construction - small commercial contractor in South Mississippi

W.I. KEYS Construction - small commercial contractor in South Mississippi

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**EDUCATION**

University of South Alabama

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**AWARDS & DISTINCTIONS**

All military projects (budgets: \$7.5M to \$47M) achieved Above Average or Outstanding CPARs from USACE

All military projects (budgets: \$7.5M to \$47M) achieved Safety Awards from USACE

All commercial, retail, and private construction projects (budgets: \$7M to \$37M) rated Outstanding by firm owners

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**CERTIFICATIONS**

- **CQC USACE/NAVFAC**
- **ICC/IBC - Commercial Building Inspector - Certificate No. 8144860 (2012)**
- **LEED Associate - Member ID: 10443877**
- **OSHA 30 (2009, 2013)**
- **Actively pursuing PMP Certification (PMI)**
- **Georgia Soil and Water - Level 1A Certified (NPDES/SWPPP)**

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: Steven Draper

HOME ADDRESS: 223 Summer Breeze Rd, PC Beach, FL 32413

MAILING ADDRESS: - Same -

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell: 586-212-4370

How is it best to contact you during the day? 586-212-4370

E-mail Address: Steven@Drapers-Online.com Fax Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Arc you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? No  
If you, which one(s)? \_\_\_\_\_

Which Board would you prefer? Planning

Please provide, if desired, briefly your education and experience. Bachelor Degree Computer Science, Assoc Degree Business & Mathematics. Career working in Software Industry working with Fortune 500 customers Financial process  
Planning Board meets monthly 2<sup>nd</sup> Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.

Steven Draper  
Signature of Applicant

May 7, 2020  
Date

\*\*\*\*\*

Please return the completed form to Jo Smith at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications noon, May 8, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

**NOTE:**

**PLEASE INCLUDE RESUME WITH APPLICATION.**

**NOTE: You must live within the City limits to be considered for the appointment.**

**RECEIVED**

**MAY 08 2020**

**IN OFFICE OF THE CITY CLERK**

# STEVEN DRAPER

223 Summer Breeze Road, Panama City Beach, FL 32413  
Cell: 586.212.4370 Email: [Steven@Drapers-Online.com](mailto:Steven@Drapers-Online.com)  
LinkedIn: [www.linkedin.com/in/stevendrapernc/](http://www.linkedin.com/in/stevendrapernc/)

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## CAREER SUMMARY

Business software professional whose career has encompassed working with customers solving business problems and providing critical insights with leading technologies. As a manager of a team and as an individual contributor, have been involved with designing, developing, selling, implementing and supporting an array of business software solutions. Translating into a broad range of experiences with many types of industries, organizational functions and levels of customer from analyst to CEO.

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## PROFESSIONAL EXPERIENCE

### ONESTREAM SOFTWARE LLC Solution Consulting Director

Oct 2019 - Current  
Panama City Beach, Florida

Lead and manage a diverse team of Solution Consultants supporting the Southern Sales territory and our Corporate Performance Management (CPM) software. Work with Regional and Divisional Sales Leadership to understand all on-going sales opportunities and then provide the critical Solution Consulting resources to support. Have direct involvement with strategy and management of high priority and complex opportunities across the region as well as the development and execution of strategies and plans of the overall Sales Consulting organization. Manage all aspects of team including support, development and hire-fire responsibilities.

Responsibilities include:

- Directly working with all levels of sales management to strategize on aspects of account and territory planning, including; opportunity qualification, resource planning, demonstration development and delivery, business case development and close plan guidance.
- Understanding of entire OneStream CPM Platform to provide high-level guidance and messaging.
- Providing the correct resources from team and supporting teams matching skills, personalities and prior customer experience in effort to achieve maximum success.
- Directly working with internal organizations related to human resources, product management, partners and marketing and sales enablement.
- Contributing to company-wide mission of 100% customer success.
- Development and support of existing team members and recruiting/onboarding of new hires.

### HYPERION/ORACLE CORPORATION Solution Engineering Senior Manager

Sep 2005/Jul 2007 - Oct 2019  
Charlotte, North Carolina

Led and managed a diverse team of Solution Engineers supporting Cloud SaaS ERP (Enterprise Resource Planning), EPM (Enterprise Performance Management) and SCM (Supply Chain Management). Worked with Regional and Divisional Sales Leadership to understand all on-going sales opportunities and then provided the critical Solution Engineering resources to support. Had direct involvement with strategy and management of high priority and complex opportunities. Managed all aspects of team including support, development and hire-fire responsibilities. Major client involvement with LKQ Corp, Jones Lang LaSalle, US Foods, Exelon.

Additional Responsibilities included:

- Understanding of entire Oracle Cloud SaaS ERP/EPM/SCM portfolio to provide high-level guidance and messaging.

### Principal Solution Consultant

Troy, Michigan

Provided in-depth technical knowledge of Hyperion EPM (Enterprise Performance Management) software and process/industry expertise in support of key sales opportunities. Worked directly with SC management, Account Sales Managers and Sales Management to strategize and prioritize activities within sales opportunities. Selected to represent EPM pillar on Oracle cross industry, cross pillar team to support key North American sales opportunities



involving multi-pillar software. Major client involvement with General Electric, Ford Motor Company, General Dynamics, Johnson-Controls, General Motors, Cummins, Boeing, Hertz.

**Responsibilities included:**

- Directly working with Account Sales Managers to strategize on all aspects of account planning, including; opportunity qualification, sales strategy, demonstration development and delivery, interfacing with internal resources (i.e. product management, consulting, marketing, etc.), business case development and close plan guidance.
- Understanding the entire EPM portfolio, including messaging and process application, as well as how EPM interacts with other key pillars of the Oracle offering, including software (ERP) and hardware (Exalytics).
- Development and delivery of customized and customer specific demonstrations/proof of concepts.
- Understanding the complexities related to large scale sales opportunities.
- Delivery of EPM message across all areas of an organization, from field analyst's to CXO's.
- Directly working with internal organization (Insight) to understand, develop and deliver business case analysis to key customers.
- Mentoring of new solution consultants.
- FY12 – Directly supported \$14.5M+ in EPM revenue, from FY07 supported \$49.5M+ in EPM revenue.

**Technology utilized:**

- Hyperion EPM (SaaS & On Premise) - Planning, Essbase, Financial Management, Reporting, Business Intelligence, Exalytics

**AUTOMOTIVECOMPASS, LLC**

**Product Manager/Sales/Presales/Customer Success Manager**

May 2003 – August 2005  
Brighton, Michigan

Managed and implemented all information technology initiatives involving internal staff and external customers. Managed and/or developed software for vehicle volume forecasting, customer tracking, market share analysis, web survey, system integration and reporting. Major client involvement with Stabilus, Magna International and Linamar Corporate.

**Technology utilized:**

- Microsoft SQL Server, Internet Information Server, VB, ASP, Javascript

**LYNX CONSULTING GROUP**

**Principal Consultant**

September 2000 – April 2003  
Brighton, Michigan

Provided a broad background of experience working with business intelligence and software development projects. Managed and implemented financial and automotive applications. Managed vendor selection process including gathering requirements, generating RFP, vendor demos and prototyping. Major client involvement with AutomotiveCompass, JD Powers & Associates, Entertainment Publications, and the IRS.

**Technology utilized:**

- Hyperion Essbase & Analyzer, OutlookSoft, Cognos PowerPlay & Impromptu
- Microsoft SQL Server & Analysis Services, Internet Information Server, VB, ASP, Javascript

**COGNOS CORPORATION**

**Senior Software Specialist / Sales Associate**

June 1997 – August 2000  
Brighton, Michigan

**COMSHARE CORPORATION**

**Senior Applications Consultant/Solutions Consultant**

January 1990 – May 1997  
Philadelphia, Pennsylvania

**EDUCATION**

---

**WESTERN MICHIGAN UNIVERSITY**

**Bachelor of Science - 1989**

- Computer Science Major
- Mathematics Minor / General Business Minor

6

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: AL FEINSTEIN

HOME ADDRESS: 8743 THOMAS DRIVE 1332, PANAMA CITY BEACH, FL. 32408

MAILING ADDRESS: 8743 THOMAS DRIVE 1332, PANAMA CITY BEACH, FL. 32408

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell: 719-424-5403

How is it best to contact you during the day? CELL PHONE

E-mail Address: sabihaf@aol.com Fax Number: \_\_\_\_\_

Business Address: N/A

Are you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? NO  
If you, which one(s)? \_\_\_\_\_

Which Board would you prefer? PLANNING BOARD

Please provide, if desired, briefly your education and experience. SEE ATTACHED RESUME.  
BACHELOR OF ARCHITECTURE / RETIRED LICENSED ARCHITECT

Planning Board meets monthly 2<sup>nd</sup> Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.

[Signature]  
Signature of Applicant

5/3/20  
Date

\*\*\*\*\*  
Please return the completed form to Jo Smith at the City Manager's office in person, via email to [jsmith@pcbgo.com](mailto:jsmith@pcbgo.com) or via fax at (850) 233-5108. Closing Date for applications noon, May 8, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcbgo.com](mailto:jsmith@pcbgo.com).

**NOTE:**  
**PLEASE INCLUDE RESUME WITH APPLICATION.**

**NOTE: You must live within the City limits to be considered for the appointment.**

RECEIVED  
MAY 04 2020

---

# AL FEINSTEIN

8743 Thomas Drive 1332  
Panama City Beach, FL 32408  
719-424-5403  
[sabihaf@aol.com](mailto:sabihaf@aol.com)  
[www.alfensteinabstracts.com](http://www.alfensteinabstracts.com)

## EDUCATION

**University of Kansas, Lawrence, Kansas**  
***Bachelor of Architecture 1963***  
***Continuing Education Courses Online***

## EXPERIENCE

**From 1963 to 1971 / Various architectural firms in Kansas City, MO, Greeley, CO, Ft. Collins, CO, U.S. Virgin Islands, Colorado Springs, CO**  
***Architect Apprentice / Licensed Architect***

**From 1971 to 2019 / Al Feinstein Associates, Colorado Springs, CO**  
***Private Practice as Licensed Architect (Presently retired)***

Planning, Building Design, Construction Documentation, Engineering Coordination, Site Observation, Construction Observation, Project Management, Agency Coordination, Client Administration

Design experience includes site planning and building design for office buildings, apartments, condominiums, townhouses, medical buildings, shopping centers, gambling casinos, residences, tenant finish, restaurants, industrial, historic preservation and renovation, ski areas, hotels, tropical design

## PREVIOUS ARCHITECT LICENSES

***Colorado C692***

***Missouri A2124***

***Florida AR0014715***

***California C8594***

***U.S. Virgin Islands C1817***

***National Council of Architectural Registration Boards 13,316***

## ORGANIZATIONS

***Member Associate- Historic Preservation Commission - Cripple Creek, CO***

***Member - Board of Adjustment - Cripple Creek, CO***

***Chairman - Pikes Peak Art Commission - Colorado Springs, CO***

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: Reginald W. Johns

HOME ADDRESS: 101 Middleburg Drive

MAILING ADDRESS: Same as above

Home Phone: <sup>(850)</sup> 381-8118 Business Phone: <sup>(850)</sup> 588-7414 Cell: <sup>(850)</sup> 381-8118

How is it best to contact you during the day? Anytime

E-mail Address: reggie.johns@bookthatcando.com Fax Number: 850-588-7481

Business Address: 16500 PCB Parkway, PCB, FL 32413

Are you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? No

If you, which one(s)?  
Which Board would you prefer? PCB Planning Commission

Please provide, if desired, briefly your education and experience.

Planning Board meets monthly 2<sup>nd</sup> Monday, 2PM.

My signature below indicates my desire to serve on the Planning Commission in a voluntary capacity.

Reginald W. Johns  
Signature of Applicant

23 Apr 20  
Date

\*\*\*\*\*

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to jsmith@pcb.gov or via fax at (850) 233-5108. Closing Date for applications March 13, 2015. Council will make their choices 3/26/15 at their 2 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcb.gov.

**NOTE: You must live within the City limits to be considered for the appointment.**

mailed 4/27 @ 12:38pm

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**APR 29 2020**  
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THE CITY CLERK

**Current Residence:** 101 Middleburg Drive

**Current Business Ownership:**

Book That Condo	16500 Panama City Beach Parkway
Portfolio Real Estate and Management Group	16500 Panama City Beach Parkway
Dunn Realty of PCB	651 Grand Panama Blvd, Suite 103

**Education:**

Troy State University - B.S. Elementary Education	1994
Florida Real Estate Salesperson School	2004
Florida Real Estate Broker School	2014
Florida Community Association Manager Course	2016

**Military Education:**

US Army Basic Training	1987
US Army Advanced Individual Training	1988
US Army Officer Candidate School	1992
US Army Infantry Officers Basic Course	1992
US Army Mortar Platoon Leaders Course	1993
US Air Force Services Officer Initial Skills Course	2002
US Air Force Squadron Officer School	2003

**Military Experience: (notable assignments)**

Company Commander – Florida National Guard - HHC 3rd Battalion 124th Infantry - Panama City, Florida

Deputy Senior Advisor to the Iraqi Ministry of Human Rights - Coalition Provisional Authority, Baghdad, Iraq

Chief of Staff – Office of Human Rights and Transitional Justice - Coalition Provisional Authority, Baghdad, Iraq

Mass Grave Action Officer - Office of Human Rights and Transitional Justice - Coalition Provisional Authority, Baghdad, Iraq

Command Lodging Officer – A1 Directorate, Air Combat Command, Langley AFB, VA

Logistics Readiness Officer - Flight Chief – 556 RED HORSE Squadron, Hurlburt Field

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**Community Engagement:**

Board Member – Bay County Chamber of Commerce	2018 - Present
Board Member (Chairman) – Northwest Florida Partnership, Inc	2018 - Present
Board Member (Past Chair) – Big Bend Community Based Care, Inc	2007 - Present

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: Ken McVay

HOME ADDRESS: 103 Kensington Circle, Panama City Beach FL 32413

MAILING ADDRESS: Same as above

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell: 850-527-5192

How is it best to contact you during the day? Cell phone or email

E-mail Address: kmcvay7@gmail.com Fax Number: \_\_\_\_\_

Business Address: United Way of Northwest Florida, P.O. Box 586, Panama City FL 32402

Are you a registered voter of the City of Panama City Beach? Yes X No \_\_\_\_\_  
Do you hold a public office? Yes \_\_\_\_\_ No X

At the present time, do you serve on any City Board, Commission or Committee? No  
If you, which one(s)? \_\_\_\_\_

Which Board would you prefer? Planning Board

Please provide, if desired, briefly your education and experience. Communications Director for non-profit; background in media and communications; some college.

Planning Board meets monthly 2<sup>nd</sup> Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.

Ken McVay  
Signature of Applicant

4-28-20  
Date

\*\*\*\*\*

Please return the completed form to Jo Smith at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications noon, May 8, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

RECEIVED

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

APR 30 2020

**NOTE:**

**PLEASE INCLUDE RESUME WITH APPLICATION.**

IN OFFICE OF  
THE CITY CLERK

**NOTE: You must live within the City limits to be considered for the appointment.**

**KENNETH A. MCVAY**  
**103 KENSINGTON CIRCLE**  
**PANAMA CITY BEACH, FL 32413 - (850) 527-5192**

Creative, ambitious and dedicated professional seeking a challenging position with an opportunity for advancement.

**EDUCATION**

- 1977-1979 – Gulf Coast Community College, Panama City, Fl. Major: Mass Communications.
- 1973-1977 – Rutherford High School, Panama City Fl.

**PROFESSIONAL EXPERIENCE**

April 2019- present – Communications Director, United Way of Northwest Florida. Responsible for all external communications of non-profit organization. Includes social media, press releases, website, publications and video production. Management of internal communications as well, including virtual meeting applications, email, correspondence and design and implementation of internal publications. Responsible for design and production of all campaign materials, both printed and electronic. On-camera spokesperson for non-profit in all matters.

September 2014 – March 2019 – Digital Media Manager, WMBB News 13. Responsible for all sales aspects of the station's digital product including [www.mypanhandle.com](http://www.mypanhandle.com) as well as mobile apps and mobile website. Duties include planning and implementation of budget process for company that owns 110 television stations across the country. Design and building of creative campaigns for advertisers with limited knowledge of Photoshop. Manage staff in their daily sales calls for digital products. Work with page designers and customers to build new website for their company. Manage station's online content in regard to paid sponsorships. Handle all media buys for digital media from agencies or national companies. Assist in management of all aspects of all social media including Facebook, Twitter and Aquivada (contesting). Serve as liaison between news department and sales department on all possible sponsorship opportunities in newscasts. One of five department head (management) positions within the station.

May 2009 – August 2014 – Assignment Editor, WMBB News 13. Responsible for day-to-day operation and management of news room. Included is scheduling all reporters for daily assignments, bookings for Morning, Midday and future telecasts. Also responsible for posting all stories to station website, as well as manage station social media (Facebook and Twitter) during business hours. Also responsible for weekend planning and implementation of reporters and resources. Monitor all email, police scanners and social media for potential story ideas and make changes to daily plan as needed. Management of entire newsroom in absence of news director. Responsible for overnight on-call shift every third weekend, making breaking news decisions and placement of reporters on assignments.

November 2007 - Aug 1, 2008 -- Director of Emergency Services, Central Panhandle Chapter, American Red Cross. Responsible for day-to-day operation of disaster preparedness and response for 6 county area. Duties included budget management, coordination and direction for more than 300 volunteers in 6 counties. Job position eliminated due to budget cuts on Aug. 1, 2008.

November 2006 – Nov. 2007 – Marketing Specialist, Leitz Office Products, Lynn Haven FL. Responsible for inside sales of office furniture and office products.

· April 2006 – September 2006 – Director of Integrated Marketing, Clear Channel Radio, Panama City FL Responsible for sales and marketing efforts for non-traditional radio advertising for six-station radio group. Duties include developing and implementing sales strategies for major projects and events.

· March 2003 – May 2005 – Sports Information and Marketing Director, Gulf Coast Community College, Panama City FL Volunteer position. Single-handedly started a sports information and marketing department. Duties include statistical and data collection, reports to state and national organizations, historical information gathering and website construction and daily upkeep. Responsible for all marketing aspects for college athletic programs, from advertising revenues, special event planning and promotion and game-day planning and implementation.



- March 2002-March 2003 – President, McVay Enterprises, Inc., d/b/a/ Sip-N-Cue and Westwinds. Owner/operator of two bar/lounges, one located in Callaway and the other on St. Andrews Marina. Responsible for all aspects of day-to-day operation including management of staff, marketing and sales, inventory control and accounts payable.
- June 1999-March 2002 – General Manager, Silver Circle East, Inc. Responsible for day-to-day operation of roller skating facility in Parker. Duties included marketing and promotions, staff recruitment and training, sales and customer relations.
- Aug 1984-June 1999 – Panama City News Herald. Various positions. Sports Writer, Ancillary Products Coordinator, Executive Sports Editor, Assistant News Editor. Lead writer responsible for breaking news, feature and column writing on a daily basis. ... Responsible for researching, planning and implementing all special products and sections, including supervision of outside sales associate, writing, editing and pagination of special sections, budget planning and coordination with advertising sales staff on all projects. ... Oversight of five-man sports staff's daily operation including all page layouts, story assignments, editing and all other daily activities ... Second man in a five-man desk rotation in charge of all Page One layouts and national pages for daily publication as well as various special fronts and assignments.
- 1982-1984 – Ruston (La.) Daily Leader, Prep Editor. Responsible for all coverage of area that included 12 high schools and Louisiana Tech University and Grambling State University athletics. Freelance writer for the Dallas Morning News.
- 1977-1982 – Panama City News Herald, Sports Writer. General assignment sports writer covering local, high school, junior college, college and professional assignments.

## **AWARDS**

- 1998 - Second place, News Story, Florida Sports Writers Association; 1997 - Third place, Features, FSWA; 1996 - First place, Printed Materials: Public Relations, INMA Editor's and Publisher's National Awards Competition; 1995 - Third place, Best Reader Package (under 50,000 circulation); 1995 Inland Press Association/Newspapers Special Section Network Conference: Hurricane Survival Guide; 1993 - Special Recommendation, Service; Gulf Coast Community College; 1992 - Second place, News Story; FSWA; 1992 - Second place, Features; FSWA; 1991 - Second place, News story; FSWA; 1991 - Second place, Columns, FSWA; 1990 - Third place, Special Section, FSWA; 1990 - Second place, Features, FSWA; 1990 - First place, Investigative Reporting, FSWA; 1989 - Third place, Special Section, FSWA; 1989 - Second place, Sports Event Coverage, FSWA; 1988 - Third place, Sports Event Coverage, FSWA; 1987 - First place, Excellence of Section, FSWA; 1987 - Third place, Sports Event Coverage, FSWA; 1985 - First place, United Press International Layout and Design Contest; 1981 - Outstanding Student Journalist, Gulf Coast Community College; 1978 - Second place, Sports Reporting, Florida Community College Sports Association.

## **REFERENCES**

Heather Kretzer, Public Information Officer, Health Educator  
 Florida Department of Health in Bay County  
 850-252-9670

Bryan Taylor, Executive Director  
 United Way of Northwest Florida  
 518 Mulberry Avenue, Panama City FL 32401  
 785-7521

Steve McNeil, General Manager  
 Leitz Office Products  
 1119 Florida Avenue, Lynn Haven, FL 32444  
 271-2600

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: Rex Reid  
HOME ADDRESS: 202 GULFLN PCB FL 32413  
MAILING ADDRESS: Same  
Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell: 404-694-5565  
How is it best to contact you during the day? cell  
E-mail Address: trex beach1@gmail.com Fax Number: \_\_\_\_\_  
Business Address: \_\_\_\_\_

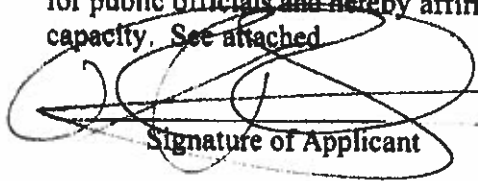
Are you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? NO  
If you, which one(s)? \_\_\_\_\_  
Which Board would you prefer? Planning, TDC, CRA, Airport

Please provide, if desired, briefly your education and experience. BBA, Lean Six Sigma Master Black Belt, 36 Yrs Vet - DoD Contractor

Planning Board meets monthly 2nd Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached

  
Signature of Applicant

4/28/2020  
Date

\*\*\*\*\*

Please return the completed form to Jo Smith at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications noon, May 8, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

**NOTE:**

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**APR 30 2020**  
IN OFFICE OF  
THE CITY CLERK

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: THOMAS D. ROBINSON, MD

HOME ADDRESS: 106 VIA FLAVIA ST., Panama City Beach, FL 32407

MAILING ADDRESS: (SAME)

Home Phone: --- Business Phone (850) 230-3134 Cell: (619) 730-9681

How is it best to contact you during the day? cell phone

E-mail Address: tkrobinson@hotmail.com Fax Number: ---

Business Address: 321 Bull Finch Rd, PCB, FL 32408

Are you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? Bay County  
If you, which one(s)? Bay County Transportation Planning Dev. Citizens Adv. Council  
Which Board would you prefer? Planning Board *I will resign if selected for Planning Board.*

Please provide, if desired, briefly your education and experience. Physician,  
double boarded in Family Medicine and Clinical Hypertensive  
Medicine. Served 2 years on Bay County TPO CAC  
Planning Board meets monthly 27 Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.

Thomas D. Robinson  
Signature of Applicant

6 May 2020  
Date

\*\*\*\*\*  
Please return the completed form to Jo Smith at the City Manager's office in person, via email to jsmith@pcb.gov.com or via fax at (850) 233-5108. Closing Date for applications noon, May 8, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcb.gov.com.

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MAY 07 2020  
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THE CITY CLERK

# CURRICULUM VITAE

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May 2020

## Personal Data

**Name:** Thomas Dean Robinson, MD  
Captain, Medical Corps, US Navy, Undersea Medical Officer

**Address:** 321 Bullfinch Rd.  
Panama City Beach, FL 32407-7015

**Email Address:** thomas.d.robinson@navy.mil

## Education

**Undergraduate:** University of California, Davis  
**Medical School:** UHS/Chicago Medical School  
**Internship:** University of California, Davis Medical Center, Department of Surgery  
**Residency:** Naval Hospital, Camp Pendleton, Department of Family Practice  
**Fellowship:** University of California, San Diego, Department of Em. Med., Hyperbaric Medicine Division

## Work History/ Military Assignment History

General Medical Officer  
Military Medical Clinic, Naval Hospital, Groton, CT  
16 Sept 94 - 6 Jan 95

Student  
Naval Undersea Medical Institute  
7 Jan 95 - 10 June 95

Undersea Medical Officer  
3d MARDIV Reconnaissance Units, Okinawa, Japan  
11 June 95 - 9 July 96

Undersea Medical Officer  
Naval Special Warfare Group ONE  
10 July 96 - 1 February 99

Resident  
Naval Hospital, Camp Pendleton, Department of Family Practice  
2 February 99 - June 2001

Senior Medical Officer, Family Practice  
Naval Branch Health Clinic, Panama City Beach, FL  
June 2001 - October 2004

Director for Clinical Services  
Undersea and Hyperbaric Medicine, Instructor  
Naval Diving and Salvage Training Center  
October 2004 - July 2006

Officer in Charge, Medical Officer  
Navy Branch Health Clinic, La Maddalena, Italy  
August 2006 – February 2008

Family Physician  
Naval Hospital Sigonella  
Department Head, Flight Line Primary Care Clinic  
Director, Branch Clinics  
Chairman, Medical Staff Quality Committee  
Physician Advisor for Process Improvement  
Member, Executive Committee of the Medical Staff  
Program Director, Independent Duty Corpsmen Program  
Goal Champion, Force Health Readiness  
March 2008 - March 2011

Group Surgeon  
Explosive Ordnance Disposal Group ONE  
March 2011-June 2014

Fellow, Hyperbaric and Undersea Medicine  
University of California, San Diego School of Medicine  
Department of Hyperbaric Medicine  
July 2014 – June 2015

Senior Medical Officer / Department Head  
Department of Hyperbaric Medicine  
Naval Diving and Salvage Training Center  
July 2015 – July 2018

Head, Biomedical Research (N32)  
Navy Experimental Diving Unit  
July 2018 - Present

#### **Licensure and Specialty Certification**

Medical License: Florida  
American Board of Family Medicine  
American Board of Preventive Medicine – Undersea and Hyperbaric Medicine

#### **Honors and Recognition**

2008 US Navy Family Physician Patient Satisfaction Award  
Meritorious Service Medal (three awards)  
Navy and Marine Corps Commendation Medal (five awards)  
Fleet Marine Force Ribbon  
National Defense Medal  
Global War on Terrorism Service Medal  
Humanitarian Service Medal: Aided in Guam Korean Airlines rescue  
Sea Service Deployment Ribbon  
Rifle Qualification Medal (Expert)  
Pistol Qualification Medal (Expert)

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### **Publications/Research**

"Combat Trauma Airway Management: Endotracheal Intubation vs. Laryngeal Mask Airway vs. Combitube Use by Navy SEAL and Reconnaissance Combat Corpsmen," *Journal of Trauma-Injury, Infection, & Critical Care*: May 1999 (5); p.927-32.

Recurrence of Neurological Deficits in an F/A-18D Pilot Following Loss of Cabin Pressure at Altitude. *Aerospace Medicine and Human Performance*, Aug 2016, Vol 87(8); p.740-44.

### **Volunteer**

Bay County Transportation Planning Organization, Citizens Advisory Council  
June 2018 – Present (will resign upon selection to PCB Planning Board)

Bay County TPO 2045 Long Range Transportation Plan Steering Committee  
Sept 2019 – Present (will resign upon selection to PCB Planning Board)

11

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: ERIN SIMMONS

HOME ADDRESS: 310 GRAZE POINT DRIVE, PANAMA CITY BEACH FL 32407

MAILING ADDRESS: 310 GRAZE POINT DRIVE, PANAMA CITY BEACH FL 32407

Home Phone: 940-300-6029 Business Phone: \_\_\_\_\_ Cell: 940-300-6029

How is it best to contact you during the day? CELL

E-mail Address: ERINELIZABETH6@GMAIL.COM Fax Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

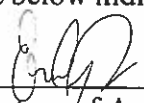
Are you a registered voter of the City of Panama City Beach? Yes x No \_\_\_\_\_  
Do you hold a public office? Yes \_\_\_\_\_ No x

At the present time, do you serve on any City Board, Commission or Committee? No

If you, which one(s)? \_\_\_\_\_  
Which Board would you prefer? Planning Board

Please provide, if desired, briefly your education and experience. I hold a doctorate and currently work as a researcher at the Navy Experimental Diving Unit. I have applicable experience as both a voting and non-voting member of the Texas A&M Council for the Built Environment, which advised the president on proposed construction Planning Board meets monthly 2<sup>nd</sup> Monday, 2PM. projects to ensure maximum benefit and compliance with campus building codes.

My signature below indicates my desire to serve on the Planning Board in a voluntary capacity.

  
Signature of Applicant

6 April 2020  
Date

\*\*\*\*\*

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications March 13, 2015. Council will make their choices 3/26/15 at their 2 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

**NOTE: You must live within the City limits to be considered for the appointment.**

RECEIVED  
APR 6 2020  
IN OFFICE OF  
THE CITY CLERK

## **Erin E. Simmons**

Phone: (940) 300-6029

E-mail (work): erin.simmons1@navy.mil

Email (personal): erinelizabeth6@gmail.com

Address: 310 Graze Point Drive,

Panama City Beach, FL 32407

---

### **EDUCATION**

#### **Ph.D., Nutrition – Texas A&M University**

Attended 08/2014 to 08/2018. Degree requirements completed 08/2018. Graduated December 15, 2018.

Dissertation: "*Integration of total daily protein intake and timing of protein supplementation on muscle anabolism during simulated elite athlete training in fit young males.*"

Cumulative GPA: 4.0

#### **Ph.D., Wildlife and Fisheries Science – Texas A&M University**

Attended 08/2012 to 07/2014, ABD.

Cumulative GPA: 4.0

#### **M.S., Biological Science - Florida State University**

Attended 08/2008 to 04/2011. Graduated April 30, 2011.

Thesis: "*Modeling gag (Mycteroperca microlepis) population dynamics to predict optimal reserve strategy*"

Cumulative GPA: 3.9

#### **B.S., Biological Science - Florida State University**

Attended 08/2006 to 08/2008. Graduated August 9, 2008.

Certificate in Marine Biology and Living Resource Ecology, Minors in Chemistry and Mathematics.

Cumulative FSU GPA: 3.8, Graduated *Magna Cum Laude* from the Honors College.

GRE Verbal: 550; Math: 740

#### **Texas Academy of Mathematics and Science at the University of North Texas**

Attended 08/2004 to 05/2006. Graduated May 2006.

Cumulative 3.77 GPA

### **PROFESSIONAL EXPERIENCE**

#### ***Post-Doctoral Researcher, Florida State University/Navy Experimental Diving Unit, Sep 2019 – present***

Work as an Intergovernmental Personnel Act (IPA) researcher at the Navy Experimental Diving Unit under the Educational Partnership Agreement (EPA) with Florida State University. Principle Investigator for multiple Diver Bioenergetics test protocols and Warfighter Human Performance researcher within the Biomedical Research Department. Additional responsibilities include oversight of the NEDU Physiology Laboratory, obtaining funding from fleet and resource sponsors for current and future projects, participating as a member of the Scientific Review Board, and serving as Assistant Public Affairs Officer.

#### ***Research Physiologist, Bevilacqua Research Corporation/Navy Experimental Diving Unit, Aug 2018 – Sep 2019***

Worked as Department of Defense contractor with the Navy Experimental Diving Unit at the Naval Surface Warfare Center in Panama City Beach, Florida, as an investigator to lead research on the bioenergetics of U.S. Navy divers.

#### ***Intern, Naval Research Enterprise Intern Program (NREIP), Summer 2011, Summer 2016***

Awarded a summer research internship with the Navy Experimental Dive Unit at Naval Support Activity in Panama City, Florida, to conduct human subjects research on performance under extreme diving conditions.

#### ***Laboratory Technician, CACI, Inc. for Navy Experimental Diving Unit, Sep 2011 - Jun 2012***

Worked as a Department of Defense contractor for the Navy Experimental Dive Unit as a laboratory technician to manage laboratory activities associated with physiological research conducted on U.S. Navy Divers.



**Environmental Specialist, Florida Department of Environmental Protection, Sep 2010 – May 2011**

Developed a plan for utilizing state lands for production of carbon credits and offsetting statewide carbon emissions. Worked with managers and stakeholders for various state agencies responsible for managing state lands.

### **ACADEMIC AND TEACHING EXPERIENCE**

**Teaching Assistantship, Texas A&M Department of Nutrition and Food Science, Fall 2014-Spring 2017**

Assist faculty in teaching Nutrition in Health and Healthcare (4 semesters), Fundamentals of Human Nutrition (1 semester), and Nutritional Treatment of Diseases (1 semester).

**Thesis for a Master in Biology, FSU Department of Biology, Spring 2011**

Studied effects of fishing on grouper populations using a simulation model with spatial variation to determine optimal management techniques.

**Teaching Assistantship, FSU Department of Biology, Fall 2009-Spring 2011**

Assisted faculty in teaching General Ecology (1 semester), Plant Biology (1 semester), and Animal Diversity (3 semesters).

**Research Assistantship, FSU Department of Biology, Fall 2008-Summer 2009**

Experimented with the pitcher plant, *Sarracenia purpurea*, and its associated protozoan species to test reserve theory and determine sources and sinks within the community. Also assisted with dune restoration, seagrass surveys, and shark population sampling.

**Marine Certificate Program Internship, FSU Department of Biology, Summer 2008**

Studied ecology of gag grouper using models to determine effects of fishing on population genetics.

**Directed Individual Study in Reef Fish Ecology, FSU Department of Biology, Spring 2008**

Learned object-oriented programming in Java and built individual based models for reef fish populations.

### **PUBLICATIONS, PRESENTATIONS, AND ABSTRACTS**

#### **Publications:**

Simmons EE, ER Bergeron, JP Florian. 2017. The impact of repetitive long-duration water immersion on vascular function. *PLoS ONE*. 12(7):e0181673.

Simmons EE, JD Fluckey, SE Riechman. 2016. Cumulative muscle protein synthesis and protein intake requirements. *Annual Review of Nutrition*. 36:20.1-20.27.

Florian J, E Simmons, K Chon, L Faes, B Shykoff. 2013. Cardiovascular and autonomic responses to physiological stressors before and after six hours of water immersion. *Journal of Applied Physiology*. 115(9):1275-1289.

#### **Presentations:**

Simmons EE, N Georghiades, C Goodenough, M Naruse, JD Fluckey, SF Crouse, SB Smith, SE Riechman. Muscle anabolism is not improved by high daily protein or post-exercise timing in fit young males performing simulated elite athlete training. Poster presented at: 2018 American College of Sports Medicine Integrative Physiology of Exercise. 2018 September 5 – 8; San Diego, CA.

Simmons E, ER Bergeron, and JP Florian. The impact of repetitive long-duration water immersion on vascular function. Poster presented at: 2017 Annual Meeting of the American College of Sports Medicine. 2017 May 31 – Jun 3; Denver, CO.

Simmons E. The Invisible Gap: What are we missing in the protein requirement literature? *Kinesiology Seminar*; 2016 April 28. Texas A&M University, College Station, TX.

Simmons E. Comparing dietary recommendations across a spectrum of activity levels. *Nutrition Lunch and Learn*; 2016 January 12; Texas A&M University, College Station, TX.

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Simmons E. Comparing political economy of management strategies in commercial and recreational marine fisheries. *Ecological Integration Symposium*; 2014 March 20-21; Texas A&M University, College Station, TX.

**Abstracts:**

Florian JP, Simmons EE, Shykoff BE. Effects of repeated 6-hour 100% oxygen dry chamber dives on diver performance and orthostatic tolerance. *Med Sci Sports Exerc.* 44(5): S550, 2012.

Marrs KL, Simmons EE, Chon KH, Shykoff BE, Florian JP. Heart rate variability at rest during repeated 6-hour water immersions. *FASEB J.* 716.1, 2013.

Florian JP, Simmons EE, Chon KH, Faes L, Shykoff BE. Cardiovascular and autonomic responses to stressors following 6 hours of water immersion. *FASEB J.* 716.2, 2013.

Haran FJ, Simmons EE, Shykoff BE, Florian JP. Effects of repeated 6-hour oxygen dives on cognitive performance. *MHSRS.* 2013.

Florian JP, Simmons EE, Shykoff BE. Surface exercise performance is reduced more after exercise dives than resting dives with 100% oxygen. *Med Sci Sports Exerc.* 46(5S):430, 2014.

Florian JP, Simmons EE, Thurston TS, Haran FJ, Shykoff BE. Human performance capabilities are reduced more after repeated 100% oxygen dives than after air dives. *MHSRS.* 2014.

**FUNDING, GRANTS, AND FELLOWSHIPS**

***Office of Naval Research (ONR), "Characterizing the Gut Microbiome in the Military Diving Community", ONR Undersea Medicine Program, FY2020 to FY 2021 - \$186,000***

***Joint Program Committee-5 (JPC-5), "Determination of Bioenergetic Requirements to Optimize Safety and Performance During Military Diving Operations", JPC-5 Operational Performance Sustainment Working Group, FY2018 to FY2021 - \$968,900***

***Dissertation Fellowship, Texas A&M University Office of Graduate and Professional Studies, Aug 2017 - \$25,000***

***Travel Grant to the American College of Sports Medicine Annual Conference: "The impact of repetitive long-duration water immersion on vascular function", Department of Nutrition and Food Science, Spring 2017 - \$500***

***Exercise Science Challenge Grant: "How much protein do we really need?" Experiment.com, Fall 2016 - \$5400***

***Huffines Institute Research Award: "Revisiting total protein intake and timing of ingestion in conjunction with exercise utilizing deuterium", The Sydney & J.L. Huffines Institute for Sports Medicine & Human Performance, Fall 2015 - \$1500***

***National Finalist, Philanthropic Education Organization (PEO) Doctoral Fellowship, Fall 2016***

***Doctoral Student Research Grant: "Revisiting total protein intake and timing of ingestion in conjunction with exercise utilizing deuterium", American College of Sports Medicine Foundation, Fall 2016 – Not Funded***

***Doctoral Research Grant: "Revisiting total protein intake and timing of ingestion in conjunction with exercise utilizing deuterium", National Strength and Conditioning Association, Spring 2014, 2015 – Not Funded***

***Merit Fellowship, Texas A&M Association of Former Students, Aug 2012 - \$62,000***

***Excellence Fellowship, Texas A&M College of Agriculture and Life Sciences, Aug 2012 - \$2000***

***First Year Doctoral Fellowship, Texas A&M College of Agriculture and Life Sciences, Aug 2012 - \$5000***

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## **CERTIFICATIONS**

**National Strength and Conditioning Association Certified Strength and Conditioning Specialist (CSCS)**, Spring 2017

**United States Secret Security Clearance**, Spring 2016

**Collaborative Institutional Training Initiative Human Subjects Research Certificate**, Spring 2019

**Bloodborne Pathogens Certificate**, Spring 2016

**Biohazards and Laboratory Safety Certificate**, Spring 2016

**PADI Divemaster Certification**, Summer 2013

## **OUTREACH PROGRAMS**

**Dive Master, Texas A&M University Kinesiology Discover SCUBA**, Fall 2015

Assisted with activities and education of local middle school students as they experienced SCUBA for the first time.

**Instructor, Florida State University Young Scholar Program**, Summer 2009

Supervised and helped students design, plan, execute, and present their experiment for Young Scholars, a program for high school students to gain exposure to the Scientific Method and perform summer research.

**Instructor, Florida State Biology Saturday at the Sea**, Fall 2007-Spring 2011

Introduced local students to marine biology and marine ecosystems.

Led students in first-hand interactions with intertidal organisms, trawls through sea grass meadows, and lab activities.

**Counselor and Instructor, Clemson University Youth Learning Institute**, Summer 2007

Designed, organized, and led activities such as cast netting, crabbing, blackwater swamp kayaking, and fouling labs.

## **EXTRACURRICULAR AND COMMUNITY ACTIVITIES**

**Volunteer Assistant Coach, Texas A&M Track and Field**, Fall 2012 – Summer 2018

Served as assistant coach for Men's and Women's jumps and multi-events at Texas A&M as well as team-wide rehabilitation and prehabilitation, winning three SEC Championships and three National Championships during time with the team.

**Member, Texas A&M Council for the Built Environment**, Fall 2013 – Fall 2015

Served as graduate student representative for the Council to evaluate proposals and make recommendations to the university president on all aspects of the campus built environment to ensure that the physical campus supports the university's core missions of teaching, research, and service. Evaluated proposed projects to determine benefit, footprint, costs, and adherence to campus design and building guidelines. Served on a special committee to assist redesign of a controversial proposed monument and worked with the artist, 12<sup>th</sup> Man Foundation, and university officials to reach a mutually acceptable product.

**Chair, Aggie Green Fund**, Summer 2014 – Spring 2015

Reviewed grant applications for projects designed to enhance sustainability on campus, managed funding and budgeting for approved projects, oversaw committee members and tasks.

**Vice President of Information, Texas A&M Graduate Student Council**, Fall 2013 – Spring 2014

Served on Executive Board, voted on executive matters, relayed information to GSC body, oversaw Marketing, Outreach, and Multicultural and Diversity committees, served on the Council for the Built Environment, kept minutes, managed email listservs, managed rosters, kept attendance, and updated websites.

**Delegate, Texas A&M Graduate Student Council**, Fall 2012-Spring 2013

Served as delegate for Wildlife and Fisheries Science Department, responsible for relaying information between department and Graduate Student Council, attending all meetings, and representing department by voting on issues relating to graduate student affairs.

**Fellow, Florida Gubernatorial Fellowship**, Fall 2010-Spring 2011

Selected to work with the Florida Department of Environmental Protection and the Executive Office of the Governor to gain firsthand experience in creating and passing environmental policy.

**National Finalist, Rhodes Scholarship, Fall 2009**

Selected as one of twelve District 7 finalists, based on academic scholarship, community service, and athletic vigor.

**Student Athlete, Florida State University Women's Track and Field, 2006-2010**

Competed in the Triple Jump, Heptathlon, and Javelin for Florida State University.

**Student-Athlete Leader, W.I.L.D. Women, Spring 2010-Spring 2011**

Participated in WILD Women (Women in Leadership Development) to develop leadership skills in female athletes.

**Volunteer, Florida State University Student Athlete Service Projects, Fall 2006-Spring 2011**

Big Brothers Big Sisters, Drug Awareness Week, Reading for Children, Book Fairs, Field Days, Fitness Festivals, FSU Dance Marathon, Relay for Life, Women's Fitness Day, Big Bend Homeless Shelter Coalition, Commit to be Fit, United Way Kids' Carnival, Capitol Regional Science Fair Judge.

**Volunteer, Equine Angels Special Therapy Center, 2003-2009**

Researched therapy methods, prepared session plans, assisted therapist during horseback and aquatic therapy for severely disabled children.

**MEMBERSHIPS**

**American College of Sports Medicine, 2016 – present**

**National Strength and Conditioning Association, 2015 - present**

**PADI Professionals, 2013 - present**

**HONORS AND AWARDS**

**American College of Sports Medicine – Integrative Physiology of Exercise Outstanding Abstract Award, Fall 2018**

**Texas A&M Department of Nutrition and Food Science Outstanding Graduate Award, Spring 2018**

**Texas A&M Pinnacle Honor Society, Spring 2014**

**Atlantic Coast Conference Honor Roll, 2007-2010**

**Women's Track and Field Golden Torch Award Recipient for Academic Excellence, 2008 and 2010**

**Mores Convocation Torchbearer, Fall 2010**

**Florida State University TRUE Seminole Award for Excellence, Spring 2010**

**Who's Who Among Students in American Universities and Colleges, Spring 2010**

**Seminole Torchbearers Society for Undergraduate Leadership, Spring 2009**

**Golden Key International Honour Society, Fall 2009**

**Florida State University Honors Scholarship, Fall 2006**

**REFERENCES**

**John Florian, Ph.D., Navy Experimental Diving Unit**

Former Supervisor, Researcher

Email: [john.florian@navy.mil](mailto:john.florian@navy.mil)

Phone: (850) 230-3157

**Pat Henry, Texas A&M University**

Texas A&M Track and Field Head Coach

Email: [phenny@athletics.tamu.edu](mailto:phenny@athletics.tamu.edu)

Phone: (979) 571-1453

**Steven Riechman, Ph.D., Texas A&M University**

Doctoral Advising Professor

Email: [sriechman@tamu.edu](mailto:sriechman@tamu.edu)

Phone: (979) 862-3213

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**Jim Fluckey, Ph.D.**, Texas A&M University  
Doctoral Committee Member  
Email: [jfluckey@tamu.edu](mailto:jfluckey@tamu.edu)  
Phone: (979) 458-2061

**Stephen Crouse, Ph.D.**, Texas A&M University  
Doctoral Committee Member  
Email: [s-crouse@tamu.edu](mailto:s-crouse@tamu.edu)  
Phone: (979) 845-3999

**Stephen Smith, Ph.D.**, Texas A&M University  
Doctoral Committee Member  
Email: [sbsmith@tamu.edu](mailto:sbsmith@tamu.edu)  
Phone: (979) 845-3939

**Thomas E. Miller, Ph.D.**, Florida State University  
Masters Advising Professor  
Email: [miller@bio.fsu.edu](mailto:miller@bio.fsu.edu)  
Phone: (850) 644-9823

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12

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: William A. Stroupe

HOME ADDRESS: 193 Grande Island Blvd, P.C. Beach, FL 32407

MAILING ADDRESS: SAME

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell: 502-330-2727

How is it best to contact you during the day? Cell

E-mail Address: dill@napa.ky.com Fax Number: \_\_\_\_\_

Business Address: N/A

Are you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? NO  
If you, which one(s)? \_\_\_\_\_

Which Board would you prefer? PLANNING or Airport Authority

Please provide, if desired, briefly your education and experience. see email

Planning Board meets monthly 2<sup>nd</sup> Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.

William Stroupe  
Signature of Applicant

5/6/2020  
Date

\*\*\*\*\*  
Please return the completed form to Jo Smith at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications noon, May 8, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

**NOTE:**  
**PLEASE INCLUDE RESUME WITH APPLICATION.**

**NOTE: You must live within the City limits to be considered for the appointment.**

**RECEIVED**  
**MAY 07 2020**  
IN OFFICE OF  
THE CITY CLERK

Reply all   Delete  Junk  Block 

## RE: Board Volunteer Applications

BS

Bill Stroupe <[bill@napaky.com](mailto:bill@napaky.com)>

Wed 5/6/2020 8:07 PM

To: Jo Smith



PCB-PlanningBoardApplicatio...

2 MB

**[CAUTION]** This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you recognize the sender and know the content is safe.

Hello Jo,

Thank you for providing the applications. I've read the requirements and believe I can provide the best service in the Planning Board or Airport Authority Board.

While I have enjoyed a very full career I always look for the opportunities to give back to the community I live in. I relocated to Panama City Beach about eight years ago and have come to enjoy living here so much I've committed to making it my permanent home.

Brief recap of my experience:

President – Anomar Investments, Inc. – Holding company for various automotive franchises 1979 to present.

President – Kentucky Distribution Services, Inc. – Owned and operated two NAPA Auto Parts Stores in KY. 2004 – 2011

Interim President & CEO – American Founders Bank 2007

Director & Audit Committee Chair – American Founders Bank – 2004-2013

Community Volunteer Service

Capital Day School – Director & Treasurer 1989 – 1996

Frankfort YMCA – Director & Treasurer 1991 – 2002

KY Indiana Automotive Wholesalers Association – KIAWA Director & Treasurer 1995 – 2014

KIAWA Education Foundation – Chairman 2014 – 2019

University of the Aftermarket – Director 2019 - Present

I have other extensive service but feel this should be enough to give you an idea of my skill set.

Kindest regards,

Bill Stroupe

[193 Grande Island Blvd.](#)

[Panama City Beach, FL 32407](#)

COMMITTEE VOLUNTEER  
PLANNING BOARD APPLICATION  
PLEASE PRINT

NAME: Lt Col Eddie Valle

HOME ADDRESS: 311 Breakfast Point Blvd, Panama City Beach, FL 32407

MAILING ADDRESS: 311 Breakfast Point Blvd, Panama City Beach, FL 32407

Home Phone: 210-286-6848 Business Phone: 850-283-5573 Cell: 210-286-6848

How is it best to contact you during the day? Cell phone

E-mail Address: eddievalle09@gmail.com Fax Number: N/A

Business Address: 601st Air and Space Operations Center, Tyndall AFB, FL

Are you a registered voter of the City of Panama City Beach? Yes  No   
Do you hold a public office? Yes  No

At the present time, do you serve on any City Board, Commission or Committee? No  
If you, which one(s)? N/A

Which Board would you prefer? Planning Board 1st, Airport Advisory Board 2nd

Please provide, if desired, briefly your education and experience. See attached resume

Planning Board meets monthly 2<sup>nd</sup> Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.

Eddie Valle  
Signature of Applicant

May 4th 2020  
Date

\*\*\*\*\*

Please return the completed form to Jo Smith at the City Manager's office in person, via email to [jsmith@pcb.gov](mailto:jsmith@pcb.gov) or via fax at (850) 233-5108. Closing Date for applications noon, May 8, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email [jsmith@pcb.gov](mailto:jsmith@pcb.gov).

**NOTE:**

**PLEASE INCLUDE RESUME WITH APPLICATION.**

**NOTE: You must live within the City limits to be considered for the appointment.**

RECEIVED

MAY 08 2020

IN OFFICE OF



# Lt Col Eddie Valle

311 Breakfast Point Blvd   
Panama City Beach, FL 32407  
210-286-6848   
Eddievalle09@gmail.com 

My objective is to be selected as a volunteer for the City Planning Board in order to utilize my skills and experience to provide for and help guide the orderly growth and development of the community.

## Skills

- Formal Training and vast experience in Planning, Project Management, and Instruction
- Experienced Commander, Leader, and Mentor
- Extensive Experience in Teamwork and Teambuilding
- Experience in Executive Communications

## Experience

27 DEC 2018 – PRESENT

### **Senior Operations Duty Officer / Florida Air National Guard, Tyndall AFB FL**

SODO at the 601<sup>st</sup> Air and Space Operations Center, responsible for the execution of all air assets tasked for NORAD/NORTHCOM's 24/7 missions of Homeland Defense and Defense Support to Civil Authorities.

08 NOV 2002 – 26 DEC 2018

### **Command Weapons System Officer / United States Air Force, Various Locations**

Combat decorated WSO in the EA-18G Growler and B-1B Bomber. Extensive experience in Joint and Coalition combat operations, to include HQ staff work crafting strategic theater operation plans.

## Education

AUGUST 2009

### **Master of Arts / University of Oklahoma, OK**

MA in Human Relations, Summa Cum Laude, 4.0 GPA.

DECEMBER 1997

### **Bachelor of Science / Sam Houston State University, TX**

BS in Criminal Justice, Cum Laude, 3.5 GPA.

## Activities

Enjoying the outdoors with my wife and son and serving/giving back to our community.

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**REGULAR ITEM**

**9**

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## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Building and Planning Department

**2. MEETING DATE:**

05/14/2020

**3. REQUESTED MOTION/ACTION:**

The Council is requested to approve the recommended changes to the Comprehensive Plan and the Land Development Code to maintain consistency with height limits recommended by Naval Support Activity - Panama City and the State.

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

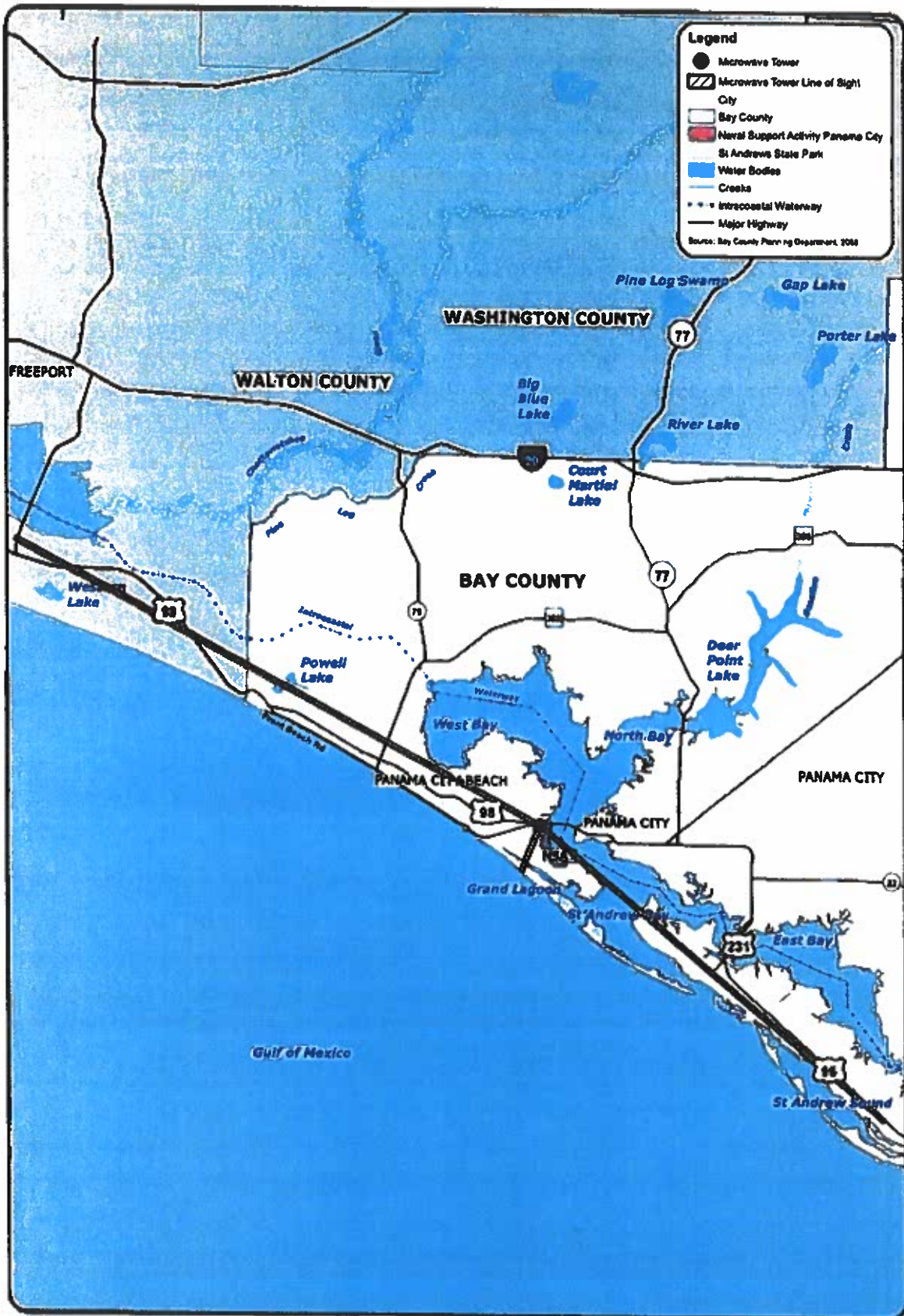
**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** YES  NO  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

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

Local governments in the State, which are located in close proximity to a military installation, are required to adopt policies in their Comprehensive Plan and Land Development Code which address compatibility and facilitate the continued presence of the major military installation. The City adopted such policies in 2012 which included a 250-foot building height limitation within the Naval Support Activity - Panama City (NSA-PC) Microwave Tower Line-of-Sight. There is one microwave tower at NSA-PC that provides critical communication and radar linkage to the Eglin/Gulf Range Complex as well as between Eglin Air Force Base and Tyndall Air Force Base.

NSA-PC and the Florida Department of Economic Opportunity have requested the City amend the maximum height in this zone to 230 feet (20-foot height reduction) to match the maximum building heights permitted in the unincorporated areas of the County and to continue to protect the mission of NSA-PC.



0 3 6 Miles

**Matrix Design Group, Inc.**  
 10000 Highway 90, Panama City, FL 32401  
 904.762.1111

**Regional Microwave Tower Line-of-Sight  
 Figure 3-2**

**Bay County JLUS**

ORDINANCE 1518

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, RELATED TO THE NAVAL SUPPORT ACTIVITY PANAMA CITY MILITARY INFLUENCE OVERLAY DISTRICT; AMENDING THE CITY'S COMPREHENSIVE GROWTH DEVELOPMENT PLAN AND LAND DEVELOPMENT CODE TO PROVIDE FOR THE ADOPTION OF APPLICATION COORDINATION PROCEDURES AND COMPATIBLE DEVELOPMENT REGULATIONS IN THE CITY'S LAND DEVELOPMENT CODE; AMENDING THE CITY'S LAND DEVELOPMENT CODE TO REDUCE THE MAXIMUM HEIGHT OF FACILITIES IN THE WEST MICROWAVE TOWER CORRIDOR OF THE NAVAL SUPPORT ACTIVITY PANAMA CITY MILITARY INFLUENCE OVERLAY DISTRICT; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Future Land Use Element Policy 1.4.L.2.E, SECTION 3 of the Ordinance 1143, known as the 2009 Amended and Restated Panama City Beach Comprehensive Growth Development Plan, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

SECTION 3

FUTURE LAND USE ELEMENT

...

L. **Naval Support Activity Panama City Military Influence Overlay District**

The Naval Support Activity Panama City Military Influence Overlay District (NSAPC MIOD) shall be established to ensure that the continually changing missions of the local military installations are facilitated to the greatest extent possible. The City shall support the U.S. Navy in its operation of Naval Support Activity Panama City (NSAPC) so that the facilities remain viable and able to fulfill their missions. Three Military Influence Areas (MIAs) shall

Ordinance 1518

Page 1 of 6

also be established to encourage compatible land use patterns, protect the public health, safety and general welfare, and help prevent encroachment from incompatible development.

1. **The NSAPC Military Influence Overlay District (NSAPC MIOD):** The NSAPC Military Influence Overlay District shall be the area located on Exhibit 16. The NSAPC MIOD includes the following Military Influence Areas: The NSAPC Land Use and Anti-Terrorism Force Protection Military Influence Area, depicted on Exhibit 17; the NSAPC Land Use Water Interface Military Influence Area, depicted on Exhibit 18; and, the NSAPC Frequency Military Influence Area depicted on Exhibit 19.
  
2. **Application Coordination:** The City shall adopt procedures in its Land Development Code to ensure the NSAPC is advised of applications that may affect or encroach on any portion of the areas geographically depicted in Exhibits 16, 17, 18 or 19. With input of NSAPC, the City may adopt regulations to ensure the compatibility of future development with NSAPC operations and facilities. In order to ensure that the City's long range land use plans are consistent with the operation of NSAPC, the City shall create an ex officio non-voting member position on its Local Planning Agency (aka Planning Board) for NSAPC. ~~The City shall notify the commanding officer (or their appointed representatives) of NSAPC of any proposed Comprehensive Plan amendments (map or text), re-zoning applications, variances, conditional use permits, applications for development orders, and amendments to the City's Land Development Code which are proposed in or affect any area found to be in the NSAPC MIOD on Exhibit 16. The City shall consider NSAPC's input and concerns during its review of such planning, regulatory and development proposals. The City shall also assess the compatibility of such planning, regulatory and development proposal as provided in the following criteria:~~

- ~~a. Whether such proposal is compatible with the findings of the Naval Support Activity Panama City Joint Land Use Study, November 2009;~~
- ~~b. Whether the military installation's mission will be adversely affected by the proposal;~~
- ~~c. Whether such proposal creates any frequency interferences that are incompatible with the current mission of NSAPC. To implement this provision, the City shall ensure that all future commercial and industrial development located inside the NSAPC Frequency Military Influence Area (Exhibit 19) shall register with the Planning Department and specifically describe any frequency spectrum that is generated or emitted by the proposal.~~
- ~~d. Whether such proposal is compatible with the NSAPC water based activities. To implement this provision, the City shall ensure that all applications for development orders, including docks, piers, boat slips, boat launches, and marinas located within the NSAPC Land Use Water Interface Military Influence Area (Exhibit 18) shall be submitted to the Planning Department to review for compliance with this provision.~~
- ~~e. Whether such proposal is compatible with the mission of the NSAPC based on the NSAPC Land Use and Anti Terrorism Force Protection Military Influence Area. A component of this Influence area is the West Microwave Tower Corridor. Within this corridor a 250 foot height limitation shall be enforced to prevent vertical obstructions and ensure noninterference with signal pathways and critical communication lines. Any building or structure, including chimneys; water, fire, radio, and television towers; smokestacks; flagpoles; and similar~~

~~structures and their necessary mechanical appurtenances, such as elevator shafts, and ventilation equipment shall be limited to 250 feet in height. The NSAPC Land Use and Anti-Terrorism Force Protection Military Influence Area is geographically depicted on (Exhibit 17).~~

- ~~f. Nothing herein shall be construed to limit the ability of NSAPC to request a review of an application, when such application may, in the opinion of NSAPC, present a potential conflict in compatibility.~~

SECTION 2. From and after the effective date of this ordinance, Section 7.02.06.C.2.e. of the City's Land Development Code, is amended to read as follows(new text **bold and underlined**, deleted text ~~struckthrough~~):

#### **7.02.06 Naval Support Activity Panama City Military Influence Overlay District**

##### **A. Purpose**

The Naval Support Activity Panama City Military Influence Overlay District (NSA-PC MIOD) is established to ensure that the continually changing missions of the local military installations are facilitated to the greatest extent possible. The City shall support the U.S. Navy in its operation of Naval Support Activity Panama City (NSA-PC) so that the facilities remain viable and able to fulfill their missions. The district and the three (3) Military Influence Areas are established to encourage compatible land use patterns, protect the public health, safety and general welfare, and help prevent encroachment from incompatible development.

##### **B. Boundaries**

The NSA-PC Military Influence Overlay District (NSA-PC MIOD): The NSA-PC Military Influence Overlay District which corresponds with the area located on Exhibit 16 of the Comprehensive Plan and as shown on the **Zoning Map**. The NSA-PC MIOD includes the following Military Influence Areas as shown in the referenced exhibits of the Comprehensive Plan: The NSA-PC Land Use and Anti-Terrorism Force Protection Military Influence Area, depicted on Exhibit 17; the NSA-PC Land Use Water Interface Military Influence Area, depicted on Exhibit 18; and the NSA-PC Frequency Military Influence Area depicted on Exhibit 19.

##### **C. Application Coordination**



1. The **City** shall notify the commanding officer (or their appointed representatives) of NSA-PC of any proposed Comprehensive Plan amendments (map or text), amendments to this **LDC** or applications for **Development Orders** that are proposed in or affect any area found to be in the NSA-PC MIOD.
2. The **City** shall consider NSA-PC's input and concerns during its review of such planning, regulatory and development proposals. The **City** also shall assess the compatibility of any planning, regulatory and development proposal as provided in the following criteria:
  - (a) Whether such proposal is compatible with the findings of the Naval Support Activity Panama City Joint Land Use Study, November 2009;
  - (b) Whether the military installation's mission will be adversely affected by the proposal;
  - (c) Whether such proposal creates any frequency interferences that are incompatible with the current mission of NSA-PC. To implement this provision, the City shall ensure that all future commercial and industrial development located inside the NSA-PC Frequency Military Influence Area shall register with the Planning Department and specifically describe any frequency spectrum that is generated or emitted by the proposal.
  - (d) Whether such proposal is compatible with the NSA-PC water based activities. To implement this provision, the **City** shall ensure that all applications for development orders, including docks, piers, boat slips, boat launches, and marinas located within the NSA-PC Land Use Water Interface Military Influence Area shall be submitted to the Planning Department to review for compliance with this provision.
  - (e) Whether such proposal is compatible with the mission of the NSA-PC based on the NSA-PC Land Use and Anti-Terrorism Force Protection Military Influence Area. A component of this Influence area is the West Microwave Tower Corridor. Within this corridor a ~~230 250~~-foot height limitation shall be enforced to prevent vertical obstructions and ensure noninterference with signal pathways and critical communication lines. Any building or structure, including chimneys; water, fire, radio, and television towers; smokestacks; flagpoles; and similar structures and their necessary mechanical appurtenances, such as elevator shafts, and ventilation equipment shall be limited to ~~230 250~~ feet in height.
3. Nothing herein shall be construed to limit the ability of NSA-PC to request a review of an application for a **Development Order**, when such application may, in the opinion of NSA-PC, present a potential conflict in compatibility.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 4. 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.

\_\_\_\_\_  
Mark Sheldon, MAYOR

ATTEST:

\_\_\_\_\_  
Jo Smith, INTERIM CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

PUBLISHED in the Panama City News Herald on the \_\_\_\_ day of \_\_\_\_\_, 2020 and the \_\_\_\_ day of \_\_\_\_\_, 2020.

POSTED on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2020.

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**REGULAR ITEM**

**10**

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# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration- Holly White

2. MEETING DATE:

May 14, 2020

3. REQUESTED MOTION/ACTION:

Adopt written financial management polices for the City of Panama City Beach

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO

N/A

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

The City of Panama City Beach is committed to the highest standards of financial management. The City Council, City Manager and staff will work together to ensure that all financial matters of the City are addressed with care and integrity with the best interests of the City guiding all fiscal decisions. The attached financial management policies set forth in writing the existing financial practices of the City. These practices are designed to achieve a number of goals some of which are as follows: 1) to protect the assets of the City, 2) to ensure the maintenance of open and accurate records which reflect the City's financial activities, 3) to provide a framework of operating standards and behavioral expectations regarding fiscal matters, 4) to ensure compliance with federal, state and local legal and reporting requirements and 5) to enhance consistency in financial decisions.

Over the ensuing months, staff anticipates a number of financial matters and projects will be brought to the attention of Council including the development of a five year financial planning model, the proposed fiscal year 2021 budget for all City budgeted funds, and an update of the City's long-term capital project plan. It is our hope that these tools will realistically estimate projected revenues and expenditures aligned to achieve the Council's strategic plan for the City. Staff intends to present these plans in such a way as to allow the development of alternative paths for various capital projects and funding recommendations for the same.

Staff recommends adoption of the attached financial management policies to reflect the Council's commitment to expend public funds in a fiscally prudent manner.

**RESOLUTION 20-109**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,  
FLORIDA, ADOPTING THE CITY'S WRITTEN FINANCIAL  
MANAGEMENT POLICIES.**

WHEREAS, the City is committed to the highest standards of financial management; and

WHEREAS, the City anticipates a number of financial matters and projects to come before the Council;

WHEREAS, the City Council desires to set out and approve the existing financial practices in written form to ensure all financial matters are addressed with care and integrity; and

WHEREAS, the City finds and determines that the provisions of these policies reflect the Council's commitment to expend public funds in a fiscally prudent manner.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Panama City Beach, that the Financial Management Policies attached and incorporated herein as Exhibit A to this Resolution are hereby approved.

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

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Jo Smith, Interim City Clerk



# Financial Management Policies

City of Panama City Beach

Tony O'Rourke  
City Manager

5/1/20

Holly White  
Finance Director

EXHIBIT A

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## Policy Statement

The City of Panama City Beach is committed to the highest standards of financial management. The City Council, City Manager, and staff will work together to ensure that all financial matters of the City are addressed with care and integrity and with the best interests of the City in mind.

The City Council and staff shall comply with the guidelines set forth herein. Any recommended deviation from these policies shall be clearly identified in appropriate written documentation (e.g. staff report, resolution, or budget presentation). The City has a responsibility to its citizens to carefully account for public funds, to manage municipal finance wisely, and to provide adequate funding of services desired by the public and as required by laws, rules or regulations, including the provision and maintenance of public facilities and improvements. Sound financial policies are necessary to carry out this responsibility. These policies are intended to be applied in conjunction with requirements set forth in state law, the City Municipal Code, the City Charter, and Generally Accepted Accounting Principles (GAAP).

The rules and procedures contained in this section are designed to:

- Protect the assets of the City.
- Ensure the maintenance of open and accurate records which reflect the City's financial activities.
- Preserve the quality of life by providing and maintaining adequate financial resources and capital assets necessary to sustain the desired level of municipal services and meet both short-term and long-term needs.
- Provide a framework of operating standards and behavioral expectations regarding fiscal matters.
- Promote cooperation and coordination within the City in the delivery of services to the public.
- Respond to changes in the economy, the priorities of governmental and non-governmental organizations and other changes that may affect the City's financial condition in a timely manner.
- Ensure fiscal compliance with federal, state and local legal and reporting requirements.
- Enhance consistency in financial decisions.
- Establish parameters for administration to use in directing the day-to-day financial affairs of the City.
- Provide a means for the City Council to update and monitor these policies with the assistance and cooperation of the City Manager's office and the Finance Department.

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## Lines of Authority

**City Council** – has the authority to execute such policies as it deems to be in the best interests of the City within the parameters of federal, state and local law.

**City Manager** – has the authority to oversee the development of the budget, make spending decisions within the parameters of the approved budget, enter into contractual agreements, make capital asset purchase decisions, and make decisions regarding the allocation of expenses within designated parameters. Unless otherwise specified in this document, the City Manager is responsible for complying with the directives listed herein.

**Finance Department** – has the authority to develop the budget, review the organization’s financial activity, determine the allocation of investment deposits, assure that adequate internal controls are in place, and to administer the financial policies and procedures of the City.

**Department Directors** – have the authority to expend City funds within approved budget authority and in accordance with procedures prescribed by the City Manager, and to recommend spending requests, within the parameters of the approved budget process, to the City Manager.

The City maintains a comprehensive set of internal controls to protect the City’s assets and sustain the integrity of its financial systems. Department Directors at all levels are responsible for implementing the City’s Financial Policies, sound internal controls, and for the regular monitoring and measuring of their effectiveness.

## Accounting Records and Reports

### **Basis of Accounting**

The City’s annual financial statements on its financial activity shall be presented in accordance with Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB).

- The City will establish and maintain a high standard of internal control and accounting practices.
- The accounting system will maintain records on a basis consistent with accepted standards for local government accounting.

### **Basis of Budget**

- The City budget is presented on the cash basis of accounting.

### **Fund Accounting**

The City’s accounting and budgetary systems use fund accounting consistent with guidance provided by the GASB. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific purposes or objectives. Individual funds have been established by the City to account for revenues that are restricted to certain uses or to comply with legal requirements. Funds are



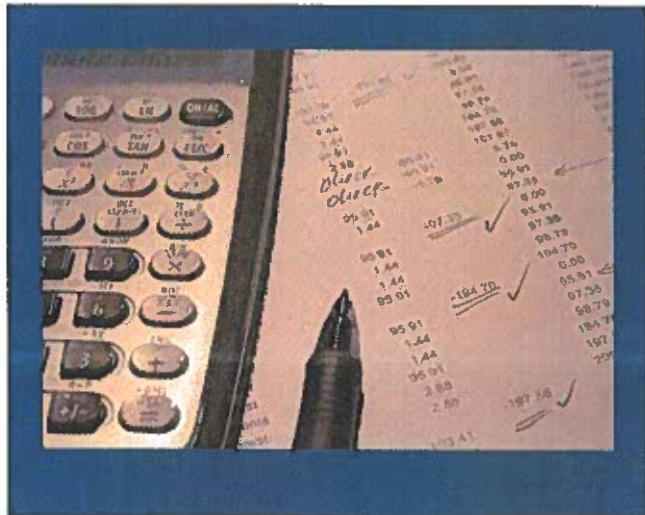
established in accordance with GASB standards.

The Finance Department shall assure that the status and transactions of each account and their relationship to budget authority is clear.

### **Financial Reporting and Auditing**

The annual financial statements shall conform to GAAP which is promulgated by the Governmental Accounting Standards Board (GASB). The preparation of financial statements in accordance with GAAP is intended to establish greater accountability and transparency between the City and its citizens, legislative and oversight bodies, investors and creditors.

The City shall commission an annual audit of the City's financial reports and related records to be conducted by an independent certified public accountant as required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. At the conclusion of the audit, the auditor shall conduct exit conferences with the City Council, City Manager, Finance Director and Audit Committee. The exit conference is intended to be a high-level review of the City's financial position, results of operations, cash flows and compliance with legal and contractual obligations. An important aspect of the annual financial statements is the management letter which provides findings and recommendations for improvements to the City's finance practices including internal control matters.



The finance department will provide monthly reports to the City Manager and City Council which include charts and graphs of the City's major revenue sources collected to date and comparing such collections to both actual results in prior years as well as to the current year budget. Expenditures will be compared to the budget on a monthly basis as well to demonstrate adherence to the approved budget. These reports are currently prepared for the City's General and Pier Funds and it is staff's intention to expand this reporting to other City funds as well.

The City's audited annual financial statements are made available to the public on the City's website at [www.pcbgov.com](http://www.pcbgov.com).

### **Capital Asset Accounting**

In order to appropriately safeguard the City's investment in capital assets, it is important to establish an effective capital asset accounting system. Additional details are available in the City's capitalization policies document maintained by the finance department. Important aspects of the policy are outlined below.

- The City will maintain a schedule of individual capital assets with historical cost in excess of \$5,000 and an estimated useful life of more than one year. All items with an original cost of less than \$5,000, or with an estimated useful life of less than one year, will be recorded as operating expenditures in the year of acquisition.
- A fixed asset system will be maintained to identify all City assets meeting the above scope. Such system will identify the fund and department owning the asset, a description of the asset, its acquisition date, historical cost and funding source if other than unrestricted reserves. Ancillary costs necessary to place the asset in service which are directly related to its acquisition are included in the asset's cost and include charges such as freight, installation costs, site preparation costs and professional fees related to the acquisition of the asset.
- The City's IT department shall maintain a listing, outside of the capital asset system, of all computers and shall conduct periodic physical inventories of those computers.
- Other non-infrastructure capital assets of the City shall be inventoried periodically.
- Transfers of capital assets from one department to another shall be reported to the Finance Department immediately upon transfer.
- All surplus of capital assets shall be approved of by the City Council on a quarterly basis and appropriately disposed of thereafter. Surplus requests should be timely submitted to the City Clerk for inclusion on the agenda of a regularly scheduled Council meeting.

## **Reserve Fund Balance Policies**

Adequate reserve levels are a necessary component of the City's overall financial management strategy and a key indicator of the City's financial health. Fund balance reserve policies are necessary to establish reserves for:

- Large unforeseen one-time expenditures/expenses of an emergent nature, such as a catastrophic event, a natural/manmade disaster (e.g. hurricane, windstorm, flood, terrorist attack, pandemic), or excessive liability judgements.
- Economic downturns or other unanticipated events affecting revenue growth.
- Changes in significant, volatile revenue sources, such as business tax receipts, which are subject to rapid swings in consumer and visitor spending.
- Maintenance of favorable credit ratings.

Adequate reserves are important to the long-term financial stability of the City and shall be maintained as required by law, ordinance and/or bond covenants.

### **General Fund**

The City shall strive to maintain unassigned operating reserves in the General Fund of at least 25% (approximately 90 days) of total budgeted General Fund operating expenditures. When the reserve balance in the General Fund exceeds 25%, the excess may be used for one-time capital needs or may be

transferred to a designated fund balance for other purposes as identified by the City Manager and Finance Director. The City is partially self-funded for health insurance purposes and a claims reserve is maintained within the City's General Fund. This reserve is determined by the plan administrator and currently the benchmark is 60 days plus incurred but not reported (IBNR) of 1.8% of total claims

### ***Utility Fund***

The targeted operating reserve in the Utility Fund is an amount equal to at least 50% (approximately 180 days) of annual expenditures of the City's water and wastewater departments including recurring transfers. Reserves required by bond covenants are separately maintained within the Utility Fund as are reserves related to restricted revenue sources such as stormwater assessments. Operating reserves may significantly exceed the minimum working capital requirements in order to provide funding for future capital projects and provide for unforeseen emergency conditions.

### ***Other Funds***

Reserves for other funds shall be set through the budget process in an amount consistent with the purpose and nature of each respective fund.

## **Financial Planning**

### ***5 Year Financial Planning Model***

The City shall maintain a long-term (five-year) financial planning model. The financial planning model shall be based on the currently adopted budget and documented assumptions realistically expected to occur and will be designed in such a way to permit analysis of alternative strategies. The plan shall be prepared for the General Fund, Utility Fund, and such other funds as deemed necessary.

### ***Budget Development***

The fiscal year of the City begins on October 1<sup>st</sup> and ends on September 30<sup>th</sup>. The City's annual budget is a comprehensive financial plan which outlines how services will be provided and community improvements will be achieved. Upon adoption by the City Council, the budget becomes the controlling mechanism by which to measure resources received by the City and expenditures made to meet approved objectives. Sound financial practice and the desire to maintain strong credit ratings require that the budgets be balanced, constantly monitored and responsive to changes. The goal of the budget is to align the budget with citizen priorities and provide the best value for each dollar of revenue received by the City.

The budget preparation process encompasses an extended period of planning, review, forecasting and priority setting. The purpose of the budget is to provide the City Council and City Manager with the financial information necessary to properly allocate resources in a manner consistent with the goals and objectives of the City. The City shall prepare a balanced budget that is consistent with industry best practices and the 5 Year Financial Plan. The annual budget links resources with operating programs and projects and funds recurring expenditures with recurring operating revenues.

In order to facilitate and implement the budget process, the City Manager, with input from the Finance Director, will propose an annual budget calendar at the first regular Council meeting in June.

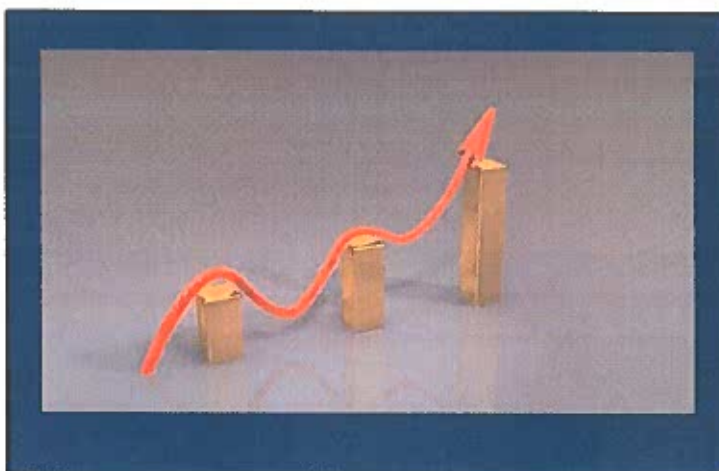
- The budget calendar will be comprehensive in nature and generally provide for a process that resembles the Best Practices as published by the Government Finance Officers Association (GFOA).
- The City's annual budget shall be prepared using the following schedule and process as a general guide:
  - Review stakeholder input from the Citizen's Survey, public forums, and residential and business community feedback.
  - The City Council and City Manager will conduct a budget goal-setting retreat with the Department Directors updating the approved policy guidance.
  - The Director of Finance prepares the budget and meets with Department Directors.
  - Department Directors will provide to the Finance Department budget estimates and requests conforming to the budget instructions.
  - The City Manager submits a proposed balanced preliminary budget to the City Council.
  - The proposed budget should be comprised of funding recommendations for the operating and capital budgets of the City's various departments and funds.
  - The City Council conducts public hearings on the proposed budget in conformance with local and state law.
  - The City Council adopts a budget resolution.
  - The final budget document is published and posted to the City website.

### ***Budget Management***

The City will maintain a fair and equitable system to allocate overhead and other shared costs. The amount charged by the City for services provided will include a factor to cover the City's overhead costs when appropriate.

Annual appropriated budgets are adopted at the fund level within available resources (i.e. new revenue and existing reserves). The City budgets expenditures at the department level. Only the City Council can approve budget amendments that change the total approved budget appropriation of an individual department. Department heads, with the approval of the City Manager and Finance Director, may transfer appropriations within the departmental budget, but cannot change the total appropriation of an individual department without the approval of the City Council. All program appropriations not spent during the fiscal year do not automatically carry-over into the next year and shall lapse at year end.

Outstanding contracts and other commitments for the expenditure of funds at the end of the year are carried forward into the next year's budget by a formal budget appropriation authorized by the City Council. The department heads shall identify to the Finance Director all capital projects which are required to be carried over to ensuing years prior to the adoption of the budget.



Budget amendments shall be presented to the City Council for consideration when the need arises. Council will be apprised if the proposed funding is from a new revenue source (most commonly grant awards) or is from existing reserves, and if so, which reserves are to be impacted by the amendment.

The City Council shall approve the number of permanent City staff positions, their classification and their assignments to specific City funds when it adopts the City's Budget. Any proposed increases to permanent City staff positions after initial approval of the budget must be presented to the City Council for approval conditional upon adequate funds being available either through reductions in other spending, increases in revenues or use of existing reserves.

The City will utilize one-time revenues only for one-time/non-recurring expenditures or to build reserves for the City's capital needs. When both restricted and unrestricted resources are available for use, the City typically uses restricted resources first, but reserves the right to selectively defer the use of restricted resources to future qualifying expenditures in conjunction with the achievement of the goals established in the 5 Year Financial Plan.

The cash out of accrued leave upon separation of service from the City will be included in the appropriate operating budget if quantifiable at the time of budget development. In cases where the current budget cannot absorb an unforeseen cash out, the Finance Director shall request a supplemental appropriation for Council approval. The City maintains designated reserves in both the General Fund and Utility Fund for accrued compensated absences which are developed based upon current participants in the City's Deferred Retirement Option Plan (DROP) as well as department head inputs as to upcoming planned retirements. In general, the City maintains reserves in an amount equal to anticipated cash outs in the upcoming five years.

## Revenues

Revenue estimates shall be based on forecasting methods utilized by the Finance Director and shall assess the full spectrum of resources available to finance City programs and services. The City shall consider the diversification of revenue and assets as a strategy when developing its financial plans.

The City will strive to maintain a diversified and stable revenue system as permitted by law, accounting standards and circumstances. Because revenues, especially those of the General Fund, are sensitive to

both local and regional economic activities, revenue estimates provided to the City Council shall be conservative. Should an economic downturn develop that results in potential revenue shortfalls or fewer available resources, the City will make appropriate adjustments to its budget.

The major source of revenue for the General Fund is business tax receipts which comprise approximately thirty-seven percent (37%) of total General Fund revenue. Since these business tax receipts are a direct function of business cycles and inflation, it is important to make every effort to improve diversity, stability and growth of the City's other revenue sources to reduce dependency on the business tax receipts and protect the City from unanticipated economic downturns particularly those affecting the tourism industry.

### ***Non-Recurring and Volatile Revenues***

Non-recurring revenues can introduce significant instabilities in City services, especially if they are used to fund ongoing programs. The City will not use one-time revenues to support ongoing expenditures. Examples: (grants, sales of assets, and legal settlements). Acceptable uses of one-time revenue include paying down debt, building fund reserves and undertaking special projects that reduce long-term operating costs. One-time or special purpose revenues will be used to finance capital projects or for expenditures required by the revenue, and not to subsidize recurring personnel costs or other operating costs.

### ***Grants***

City staff shall seek out, apply for, and effectively administer federal, state, local and other grants that address the City's priorities and policy objectives and provide positive benefits to the City. Before any grant is pursued, staff shall provide a detailed pro-forma to the City Manager that addresses the immediate and long-term costs and benefits to the City. A pro-forma must be submitted to the City manager for all grants prior to accepting grant awards.

### ***Policy on Fees and Charges***

The City shall review all fees for licenses, permits, fines, rates and other miscellaneous charges at least every two years as part of the budget process. A schedule will be established to review approximately half of the divisional fees each budget year. User charges and fees shall be established based on a percentage of the full cost of providing the service unless otherwise provided by statute, ordinance or regulation.

Proposed rate adjustments and changes to user charges and fees shall be presented to the City Council for approval each year in the preliminary budget process and incorporated into the upcoming budget to the extent the impact of such changes can be quantified during the budget preparation process.

### ***Utility Rates and Capital Fees***

Utility rates should be adequate to ensure reliable, competitively priced services for our customers. Net reserves in excess of both legal requirements and minimum working cash balances should be used to minimize future rate increases by funding approved capital projects, retiring high cost debt and augmenting fund reserves established to reduce ratepayer risk.

Utility rates and capital fees shall be reviewed annually, and necessary adjustments shall be made annually to reflect inflation, the funding of major construction projects and the avoidance of major rate increases in any one year. Utility rate studies shall be conducted at least every five years to update assumptions and to ensure the long-term solvency and viability of the City's utilities. System development charges shall be established at levels to ensure that all customers seeking to connect to the City's utility systems shall bear their fair and equitable share of the cost of both the existing system and the future systems.

## Expenditures

- Department directors shall ensure compliance with the legally adopted budget. Additional purchases and expenditures must comply with legal requirements for approval. Priority shall be given to expenditures that will improve productivity or public safety.
- Expenditures will be accounted for in the appropriate funds and accounts.

The department directors shall submit approved vendor claims to the finance department timely and efficiently. All payment of vendor claims shall be adequately documented and approved.

## Capital Project Plan

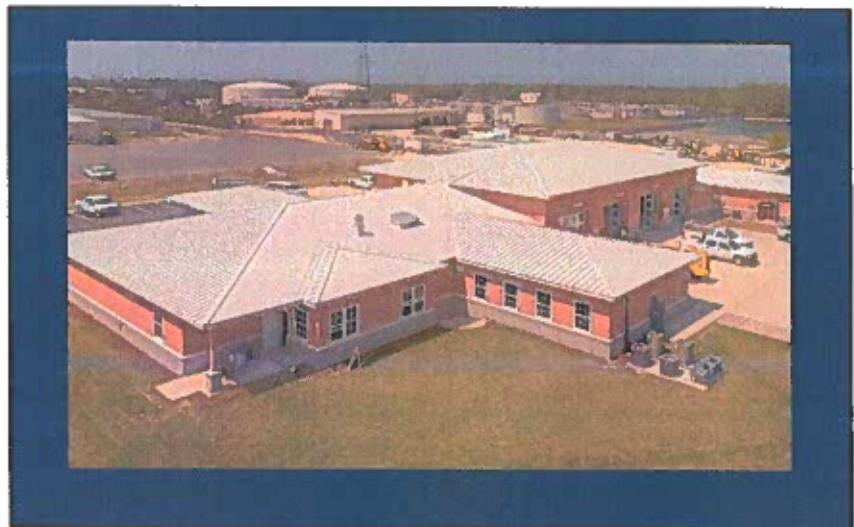
The purpose of the Capital Project Plan is to systematically identify, plan, schedule, finance, track and monitor capital projects to ensure cost-effectiveness as well as conformance to established policies.

The plan shall include the General Fund, Community Redevelopment Fund (CRA), Utility Fund, Pier Fund, and Aquatic Center Fund.

The purposes of this plan are: 1)

to identify major policy issues for City Council consideration prior to the preparation of the annual budget, 2) to establish capital project priorities and make advance preparation for the funding of such projects within the five year horizon, 3) to make conservative financial projections for all major funds to provide assurance that adequate funding exists for proposed projects and services, and 4) to communicate the City's plans to the public and provide an opportunity for the public to offer input.

The City Manager will annually submit a financially balanced, five-year comprehensive capital project plan for review by the City Council pursuant to the timeline established in the annual budget preparation schedule. The comprehensive plan will incorporate a methodology to determine a general sense of project priority according to developed criteria.



The Capital Project Plan shall provide:

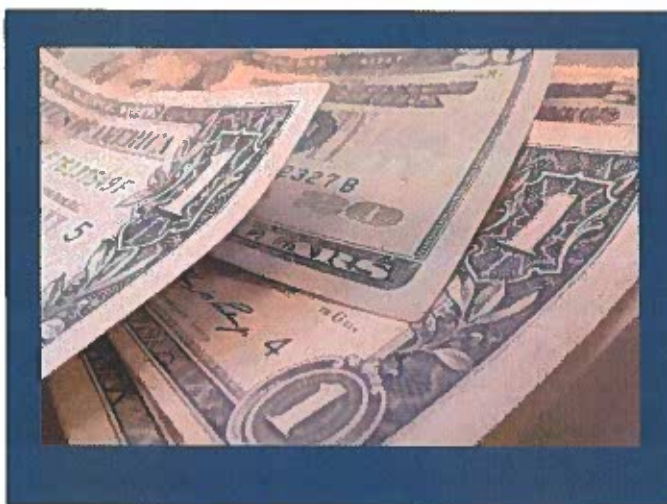
- A statement of the objectives of the Capital Project Plan and the relationship with the City's Strategic Comprehensive Plan and department master plans, necessary service levels and expected facility needs.
- An implementation program for each of the capital improvements that provides for the coordination and timing of project construction among various City departments.
- An estimate of each project's costs, anticipated sources of revenue for financing the project and an estimate of the impact of each project on City revenues and operating budgets. No capital project shall be funded unless operating impacts have been assessed and the necessary funds can be reasonably anticipated to be available when needed.
- For the systematic improvement, maintenance and replacement of the City's capital infrastructure as needed.
- A schedule of proposed debt requirements.

All proposed capital improvement projects shall include a recommended or likely source of funding.

The performance and continued use of capital infrastructure is essential to delivering public services. Deferring essential maintenance and/or asset replacement can negatively impact the condition of assets and infrastructure as well as the ability to appropriately plan for required major maintenance and replacement needs. Efforts will be made to allocate funds in a renewal and replacement reserve to fund the multi-year maintenance, repair and replacement of critical infrastructure assets.

The City's objective is to incorporate "Pay-As-You-Go" funding (using available cash resources) in the annual Capital Project Plan. This will supplement funding from other sources such as bonds, grants and developer contributions.

Private development (including residential, commercial and industrial projects) shall pay its fair share of the capital investments that are necessary to serve the development in the form of system development charges, mitigation fees and proportionate share payments.



When current revenues or resources are available for capital improvement projects, consideration will be given first to those capital assets with the shortest useful life and/or to those capital assets whose nature makes them comparatively more difficult to finance with bonds or lease financing. Using bonds for projects with long useful lives allows them to be paid over several generations which are utilizing the project through debt service payments.



The first year of the adopted Capital Project Plan will be the capital budget for that fiscal year.

Staff will monitor projects in progress to ensure their timely completion or to recommend appropriate adjustment to the Capital Project Plan, as approved by Council, if a project is delayed or deferred.

Periodic status reports will be presented to the City Council to share project progress and identify significant issues associated with a project.

The City will determine the least costly financing method for all new projects.

## **Cash Management and Investment**

The City will invest public funds in a manner consistent with the requirements enumerated in Florida Statutes and will attempt to achieve the highest return consistent with the appropriate degree of risk tolerance.

All money collected by any officer or employee is to be promptly transferred to the Finance Department for deposit. The internal controls established by the Finance Department include segregation of duties, daily processing, timely deposit and reconciliation of subsidiary ledgers, physical security procedures to appropriately safeguard assets and the use of automated system resources when possible.

## **Personnel Compensation**

Because personnel costs comprise the City's largest expenditure, the City Council and the City Manager have found it helpful to adopt a broad policy on public employees' compensation.

The Human Resources Department shall maintain attractive position compensation classifications to ensure the recruitment and retention of quality employees and the provision of competitive compensation packages in comparison to other public sector employees. Periodic pay plan studies will be conducted by independent third parties to ensure an unbiased review of City pay policies in comparison to other public sector employers with similar demographics or with whom the City competes for employees. Staffing shall not exceed the levels authorized by the City Council.

The City Council strives to provide excellent service to the community at all times by promoting sound financial stewardship and ethics to achieve the City's standards. The City must attract and retain highly qualified employees who exemplify the City's organizational values. The City's compensation philosophy is based on internal and external considerations including the City's fiscal health and the City Council's priorities. Salary adjustments (both COLA and merit) are in general, approved by the City Council in the budget process; however, the City Manager has certain discretion within the provisions of the pay plan to adjust salaries throughout the year for promotions and performance subject to adequate funds being available in the budget and after consideration of the long-term impact of such adjustments.

The City Council must explicitly authorize all new positions before they are filled. The Human Resources Department shall seek City Council approval for reclassifications before they become effective.

Overtime pay must be pre-authorized by department management before it is incurred. Overtime payments shall not exceed budgeted amounts without prior approval from the City Manager. Such approval shall not be granted until the department demonstrates the ability to cover such overtime from other budgeted line items without compromising the City's overall budgetary objectives.

## Capital Financing and Debt Management

### *Policy on Debt Issuance and Management*

The City shall work to maintain strong ratings on its debt including maintaining open communications with bond rating agencies concerning financial condition.

### *Long-term Borrowing*

Long-term borrowing shall be confined to capital investments or similar projects with an extended life when it is not practical for such projects to be financed from current revenues. The City shall not use long-term debt to finance current operations.

### *Term of Debt*

Debt payments shall not extend beyond the estimated useful life of the project being financed. To the maximum extent possible, the City will fund its capital needs on a pay-as-you-go basis.

### *Interim Financing*

With Council approval, interim financing of capital projects may be secured from the debt financing marketplace or from other City funds through interfund loans as appropriate in the circumstances.

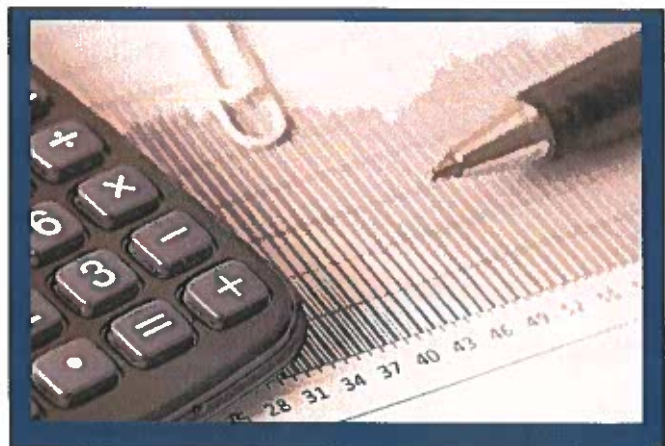
### *Utility Improvements*

Financing of utility improvements will be consistent with the Council's rate policies and other factors in order to balance the effect of major improvements on utility rates. System development charges, grants and low interest rate loans to fund capital projects shall be used when possible. The City shall strive to maintain debt service "coverage" in accordance with bond covenants.

### *Debt Issue*

The City shall attempt to use special assessment, revenue or other self-supporting bonds in lieu of general obligation bonds whenever possible. Long-term general obligation debt shall be utilized only when necessary to acquire land or capital assets based upon a review of the ability of the City to meet future debt service requirements. The project to be financed also should be integrated with the City's long-term financial plan and Capital Project Plan.

The City shall evaluate the best method of sale



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for each proposed bond issue. When a negotiated sale is used, the City may use an independent financial advisor to advise the City's participants in matters such as structure, pricing and fees. If it is deemed appropriate, separate or additional financial advisors may be retained when there is a need for their specific expertise related to a transaction or project. The utilization of a financial advisor will be at the discretion of the City Council as recommended by the City Manager and Finance Director and be determined on a case-by-case basis. For each City bond sale, the financial advisor will provide the City with information on pricing and underwriting compensation for comparable sales by other issuers.

***Debt Issuance Team***

In order to effectively plan and fund the City's capital investment projects, a team will be established for each debt issuance. The staff team members shall consist of the City Manager, City Attorney, Finance Director and applicable department management representatives(s) (related to the projects to be financed). External team members shall consist of bond counsel, disclosure counsel, and a financial advisor and/or underwriter with demonstrated experience in Florida debt issuance when appropriate. By state law, Council is required to authorize a debt issuance.

***Bond Proceeds***

The City shall comply with IRS regulations concerning use of and reinvestment of bond proceeds. The City shall monitor and comply with IRS regulations with regard to potential arbitrage earnings. If arbitrage earnings are believed to be above amounts provided by IRS regulations, the City will set aside such earnings in order to pay the appropriate amount to the federal government as required by IRS regulation.

***Disclosure***

The City is committed to full and complete financial disclosure and to cooperating fully with rating agencies, underwriters of its securities, institutional and individual investors, other levels of government and the general public to share clear, comprehensive and accurate financial information. The City is committed to meeting secondary disclosure requirements on a timely basis.

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**REGULAR ITEM**

**11**

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May 14, 2020

TO: Mayor and City Council

FROM: Tony O'Rourke, City Manager

Re: Advisory Committees

It is the desire of the Mayor and City Council to create three new citizen advisory committees focused on Financial Management, Economic Development and the Community Redevelopment Agency. These committees, composed of community members and subject experts, aim to increase City government trust, transparency and accountability. The addition of these advisory committees, similar to the existing City Parks and Recreation Board, allow residents a meaningful, inclusive and responsive way to benefit the City government and greater community alike.

Advisory committees can yield many benefits such as assisting the City Council on technical and policy issues, but can also generate unintentional consequences if not carefully designed and managed. Without a clear mission, direction and oversight, the City runs the risk of advisory committees duplicating staff work and challenging the autonomy and governance of the City Council. Such committees are most effective when they are serving as an advisory capacity to the City Council to share opinions and offer recommendations and least effective when they duplicate, rather than supplement, the efforts of City staff.

A clearly articulated advisory committee purpose, mission and tasks is imperative to optimize the committee's value and mitigate directing City staff and conflicting with City Council-adopted strategic goals and priorities.

To avoid these potential pitfalls and ensure effective and efficient use of advisory committees, the City Council can take the following steps based on model practices:

- Articulate a clear mandate and mission from the City Council about each advisory committee purpose and role in decision-making. This can avoid "mission creep" and support the efforts of the staff and City Council to keep the committee – as a whole and its individual members – focused and on task.
- Set clear roles and responsibilities. Providing clarity to committee members on their purpose and the decision-making process is critically important. Advisory committees are not a place to direct staff, duplicate staff efforts or make final policy or management decisions. Their purpose is to serve in an advisory capacity to the City Council, which in turn makes final policy decisions. If a committee crosses the line into operations, management of staff or policy-making that is the responsibility of the City Council, the committee is exceeding its authority and creating unintentional confusion.

- Adopt a code of conduct for the committees. Effective advisory committees do the following things well:
  - Respect the limitations of the individual and collective authority of the advisory committee. The role of the committee is to advise the City Council. A committee appointment does not empower its members to make final decisions.
  - Have a clear unity of purpose.
  - Remain focused on tasks.
  - Operate with integrity.
  - Treat each other with civility, dignity and trust.
  - Respect and ensure multiple opinions and contributions are heard.
  - Take collective responsibility for the committee's performance.
  
- Provide training and an orientation for new committee members. Standing advisory committees are subject to the Florida Open Meetings and Public Records laws. Thus, it will be important to provide training to committee members on these laws, as well as the committee mission, responsibilities, roles, code of conduct and staff/City Council contacts.
  
- Appoint a City Council and staff liaison for each advisory committee. The City Council member liaison can report back to the entire City Council on the committee's progress and advise, as well as help the committee focus on its mission. Staff liaison can serve as committee advisors, prepare committee agendas and meeting minutes.
  
- Have an advisory committee sunset provision to review the committee's purpose and performance. Periodically, perhaps every two years, review the purpose and performance of the committee. If it is adding value to the City, and still relevant, it should be continued. If not, it may be retired.

The following general provisions are recommended for the establishment and operation of all proposed City Council Advisory Committees:

- Establish Advisory Committees by Resolution  
All Advisory Committees shall be established by City Council resolution.
  
- Mission Statement/Task Assignment  
Each Advisory Committee shall have an adopted mission, purpose and objectives to achieve.
  
- Membership and Appointment Process  
The Advisory Committees should consist of five (5) members, and one (1) City Council member liaison. We would propose that each City Council member should appoint one member to each Advisory Committee. Each person nominated and appointed to an Advisory Committee should be a resident, work in the City or show a special knowledge and experience relative to the Advisory Committee.
  
- Expectations for Advisory Committee Members

- Individual Advisory Committee members shall be fair, impartial and respectful of the public, staff and each other.
- Committee members will respect the limitations of their individual and collective authority. The role of the Advisory Committee does not empower members to make final decisions, but rather provide advice to the City Council and staff.
- Committee members are expected to attend no less than 80% of all meetings for which there is no prearranged absence such as a vacation. In addition, when a member misses three or more consecutive meetings not excused by a majority vote of the advisory committee, the committee shall recommend to the City Council removal of the member. Members may be removed by the City Council by a majority vote of the Council.
- Officers  
Each Advisory Committee shall elect from its membership a chairperson, who shall serve for one year and preside over the meeting protocols of the Advisory Committee.
- Open Meeting, Public Records, Minutes  
All Advisory Committees are required to comply with the State's Open Meeting and Public Record laws, and minutes of meetings shall be kept, and agendas posted at least 72 hours in advance of all meetings.
- Terms of Office and Vacancies  
Advisory Committee members shall be approved for 2-year terms by the City Council and vacancies shall be filled by the City Council for unexpired terms.
- Communications to the City Council  
Advisory Committees should at least semi-annually report to the City Council on its activities, findings and recommendations.
- Staffing of Advisory Committees  
Prior to the formation of an Advisory Committee, the City Manager shall appoint a primary and a secondary staff liaison for each advisory committee to ensure meeting notifications and record keeping, access consistent with State Open Meeting Laws; to provide professional guidance, issue analysis and recommendations; to assist the committee with research, report preparation and correspondence in keeping with the committee's City Council-approved mission.
- Review and Evaluation of Advisory Committees  
The mission, purpose and activities of each City Advisory Committee shall be reviewed and evaluated every two (2) years by the City Council.

Attached for the City Council review and revision are proposed mission statements and work assignments for the three Advisory Committees. Based on City Council revision and approval, we recommend the City Attorney formulate a resolution for the establishment of these three Advisory Committees at the May 28 City Council meeting.

**PROPOSED  
COMMUNITY REDEVELOPMENT AGENCY (CRA)  
ADVISORY COMMITTEE**

**MISSION STATEMENT**

The mission and function of the CRA Advisory Committee is to study, review and provide oversight, recommendation, guidance and advice as to matters relevant to the purposes and goals of the Community Redevelopment Agency; and to serve as a liaison between the community within the Redevelopment District boundaries and the Community Redevelopment Agency Board (City Council).

**PROPOSED 2020-2022 ASSIGNMENTS**

- 1. Pedestrian, Parking and Transportation Improvements.** This objective includes an enhanced and interconnected network of right-of-way and other infrastructure projects that focuses on improving pedestrian movement, overall parking needs along Front Beach Road, ingress/egress and evacuation routes along Front Beach Road and its major connectors, upgrading stormwater management along Front Beach Road, and undergrounding of utilities within the Redevelopment Area.
- 2. Enhance Beach Access and Related Parking.** This objective includes the enhancement of existing beach access points and the relation of new access points where warranted, and the provision of parking areas to support these access points throughout the corridor.
- 3. Plan Funding and Financing.** This objective includes the creation and maintenance of efficient, practical, equitable funding and financing to properly implement the Plan and its projects, utilizing tax increment revenues, non-ad valorem assessment revenue, bonds, other public instruments, grants, public/private partnerships and other sources of funding.

The City staff has developed short-term and long-term goals to accomplish primary objectives, namely:

- Provide for safe and convenient multimodal mobility along the beachfront roadways.
- Provide stormwater, streetscape and landscape improvements and undergrounding of aerial utilities.
- Provide for improved parking, particularly for beach access.
- Provide for dedicated transit and bicycle lanes anchored by gateway multimodal centers providing convenient, safe and timely mobility for both pedestrians and bicyclists.
- Secure program funding to supplement tax increment revenues.
- Manage right of way acquisition effort needed for roadway and storm drainage improvements.
- Manage program planning, design and construction effort and projects.
- Lead effort to qualify for federal and other funding to supplement tax increment revenues.
- Lead effort to develop Front Beach Road maintenance agreement with the Florida Department of Transportation.
- Develop a work plan for CRA improvements.



**PROPOSED  
ECONOMIC DEVELOPMENT ADVISORY COMMITTEE**

**MISSION STATEMENT**

To serve in an advisory capacity to the City Council to support economic development efforts that will attract, retain and expand community businesses and create quality, living wage jobs to ensure a diverse economic base, a resilient and growing City tax base and long-term economic vitality for Panama City Beach.

**PROPOSED 2020-2022 ASSIGNMENTS**

1. Collaborate with other governmental, non-profit and for-profit organizations in the advancement of economic development and diversification.
2. Recommend policies and programs to retrain, expand, incubate and attract businesses to expand and strengthen the local economy.
3. Identify business and industry sectors compatible with Panama City Beach.
4. Review the City's building, zoning and land use regulations to facilitate a transparent, predictable, fair and balanced regulatory environment for business retention and growth, while ensuring protection of the community's health, safety and welfare.
5. Identify opportunities to provide a strong first impression and community attractiveness to businesses and visitors.
6. Recommending funding strategies to initiate and support an on-going City Economic Development strategic plan and program.
7. Identify opportunities to facilitate business startups and entrepreneurs.

**PROPOSED  
FINANCIAL ADVISORY COMMITTEE**

**MISSION STATEMENT**

The mission of the Finance Advisory Committee (FAC) is to provide citizen input to the City Council and Staff regarding financial matters of the City of Panama City Beach. The Committee shall review short- and long-term financial information of the City and other financial issues as assigned by the City Council. The Committee will serve to advise the City Council regarding the City's financial condition.

**PROPOSED 2020-2022 ASSIGNMENTS**

1. Receive a report on the City's Financial Management Policies FY 2020;
2. Receive a presentation of the City's Annual Financial Statements, including the audit report;
3. Review and provide feedback/recommendations regarding the Five-Year Financial Model to the City Council;
4. Receive a presentation on the midyear review for FY 2019-20, budget assumptions and proposed budget for FY 2020-21;
5. Receive a presentation of the City' annual employee pension plan actuarial valuation reports, continue to monitor changes to pension plan provider assumptions and methodologies, and make recommendations to the City Council when appropriate;
6. Review Treasury activities and investment report quarterly;
7. Study infrastructure funding or significant projects and make recommendations to the City Council;
8. In addition to the above specific assignments, on an as-needed basis, the FAC is prepared to review any additional projects assigned by the City Council;
  - a. Receive a presentation and make recommendations on the City's Fee Study.
  - b. Receive a presentation and make recommendations on the City's Salary Survey Study.



## CITY COUNCIL ADVISORY COMMITTEES

### Application Form

Return completed form to: Office of the City Manager, 17007 Panama City Beach Parkway,  
Panama City Beach, FL 32413

NOTE: All information on this form becomes public information when submitted to the City, unless applicant asserts applicable exemption protecting such information

I'm interested in serving on: \_\_\_\_\_ Financial Management Advisory Committee  
\_\_\_\_\_ Community Redevelopment Agency (CRA) Advisory Committee  
\_\_\_\_\_ Economic Development Advisory Committee

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Please indicate preferred mailing address with an asterisk \**

Are you a PCB resident? \_\_\_\_\_ If yes, how long? \_\_\_\_\_

Occupation: \_\_\_\_\_

*If retired, please list former occupation.*

Education: \_\_\_\_\_

Professional activities that relate to this position: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Community activities that relate to this position: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

List any experience that would assist you in serving on this committee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Are you aware of the monthly meeting schedule for this Advisory Committee and are you available to attend regularly scheduled meetings?

Yes \_\_\_\_\_ No \_\_\_\_\_ You can attend? Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure \_\_\_\_\_

Why are you interested in serving on this City Advisory Committee? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Any other comments or information you wish to provide for Mayor and Council consideration:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Signature*

*Date*

Thank you for your interest in serving as a volunteer Advisory Committee member.

Appointments to the City Council advisory committees are nominated by the Mayor and City Council and confirmed by consent of the full City Council. If you are submitting an application to be considered in the future as openings occur, you will be contacted by City staff when the vacancy is announced in order to confirm your interest in this specific opportunity.

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**REGULAR ITEM**

**12**

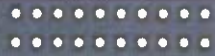
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# Water System Redundancy

City of Panama City Beach





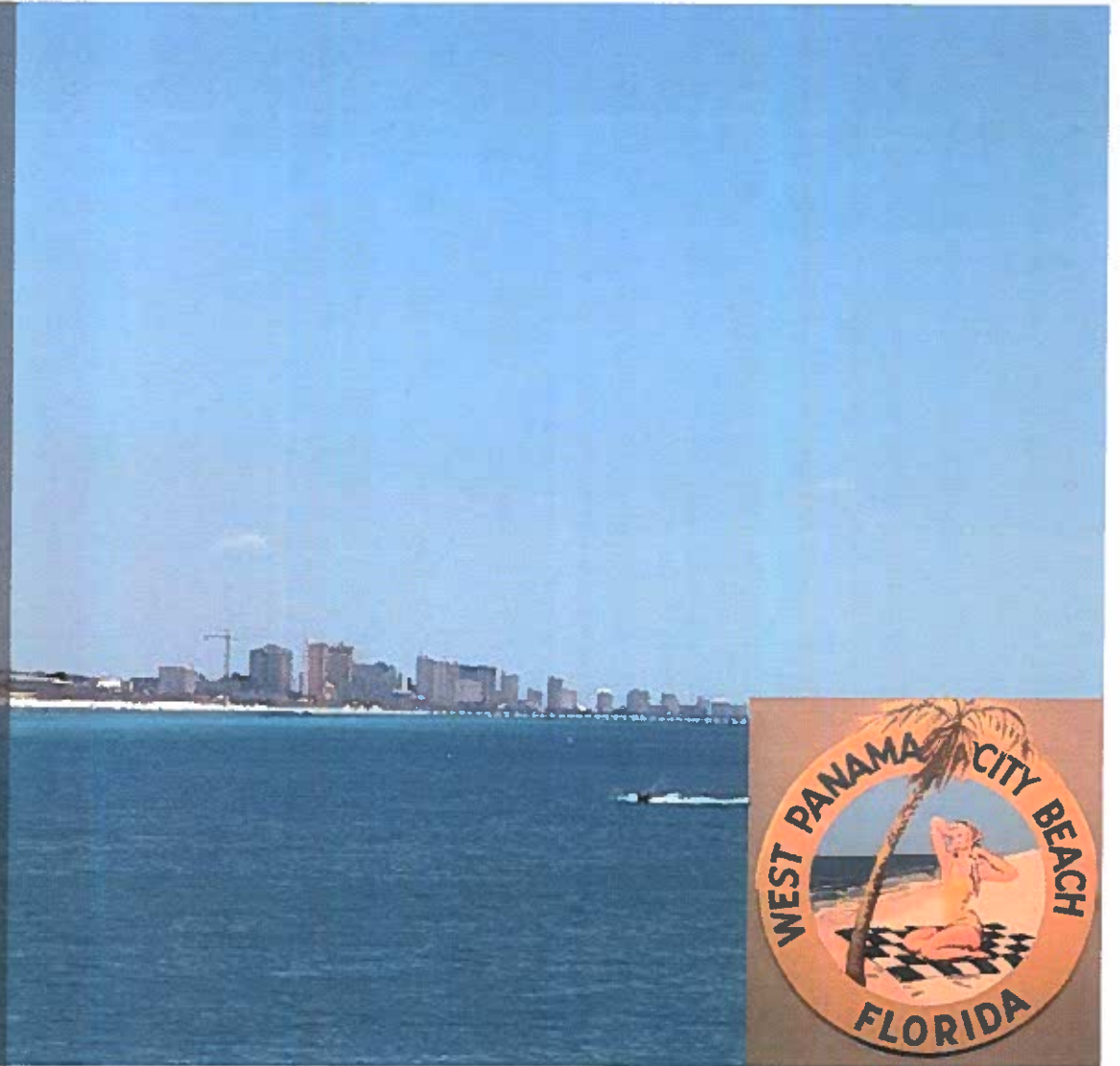
The Panama City Beach area was a loose patchwork of small communities and private development prior to 1970.

Utilities were decentralized and served individual communities and developments.

**1940 and earlier:** Community water was beginning to be provided by deep wells.

**1961:** West Panama City Beach started a centralized water system with one well and water plan located at what Municipal Complex. Additional wells were added.

**1970:** Four small communities merged and incorporated. The resulting City of PCB had 7 wells in its utility system.



**1973:** PCB and Bay County agreed on creation of a franchise allowing the City of Panama City Beach to provide water and sewer service to the “island.” This was the beginning of the development of a unified utility system to serve the entire area. Several water service exclusions were stipulated due to the County already having a pipeline across St. Andrew Bay to serve large users along Thomas Drive down to the Venture Out area.

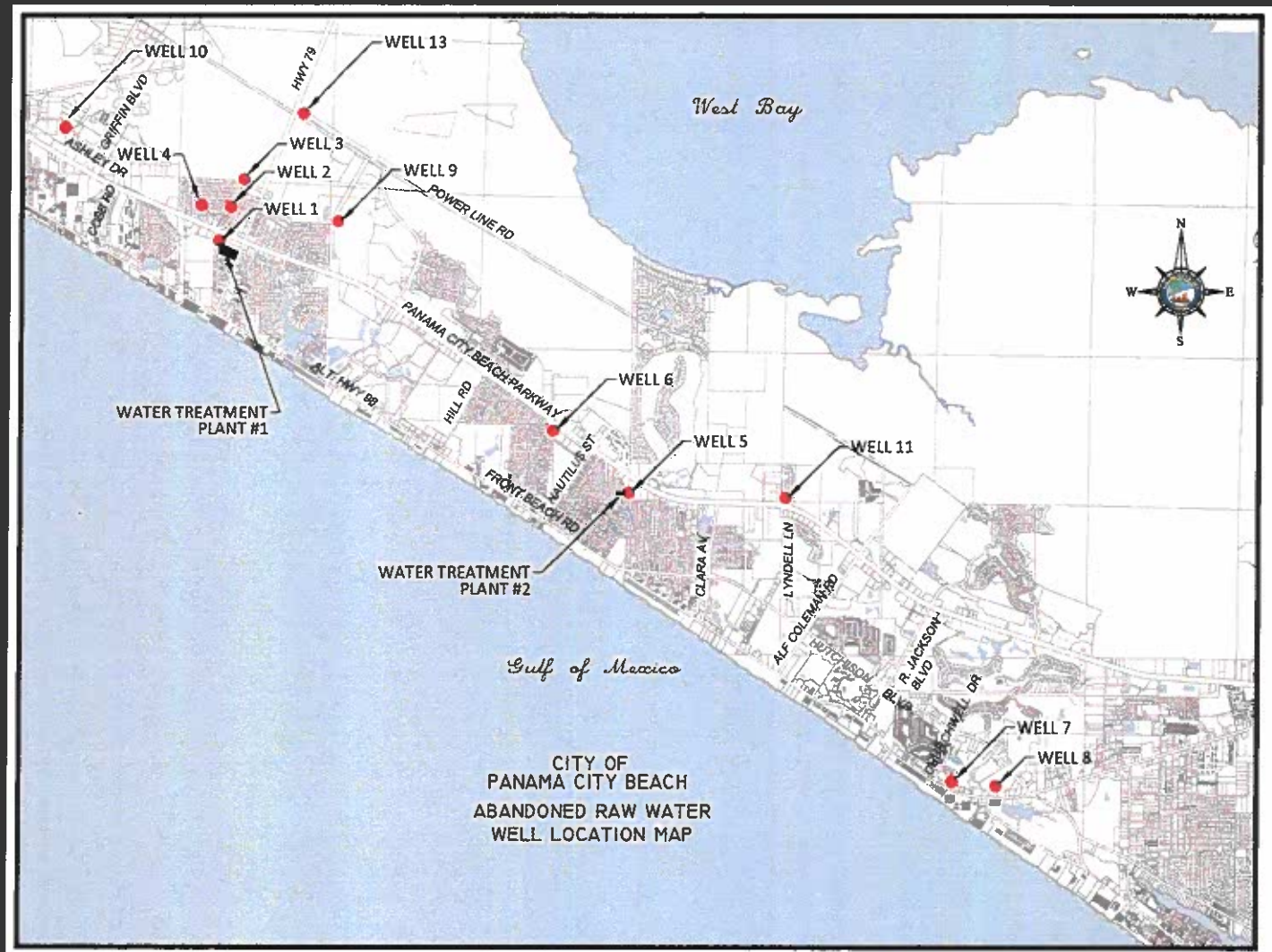
The City also entered into a Wholesale Water Service Contract with Bay County in **1973** so it could serve customers east of the City limits. The City would ultimately absorb all of the existing County water customers in the service area into its system by **1996**.

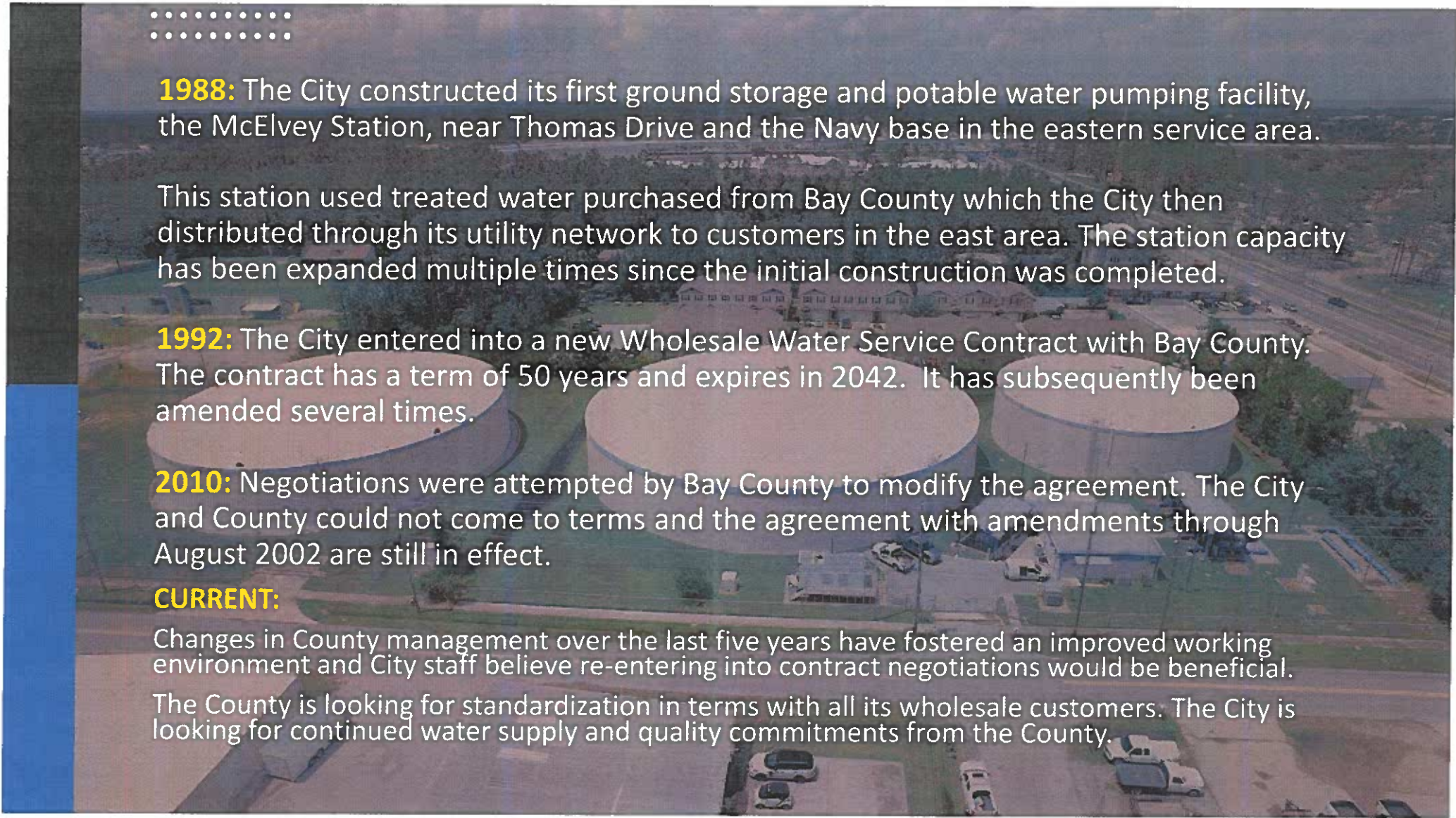




**From 1973 on:** The City was integrating the patchwork of systems and developing its water transmission capacity across the service area.

By **1987**, the City had a total of 13 wells in operation. The City's second water treatment plant was constructed in the Bid-A-Wee area.





.....  
.....

**1988:** The City constructed its first ground storage and potable water pumping facility, the McElvey Station, near Thomas Drive and the Navy base in the eastern service area.

This station used treated water purchased from Bay County which the City then distributed through its utility network to customers in the east area. The station capacity has been expanded multiple times since the initial construction was completed.

**1992:** The City entered into a new Wholesale Water Service Contract with Bay County. The contract has a term of 50 years and expires in 2042. It has subsequently been amended several times.

**2010:** Negotiations were attempted by Bay County to modify the agreement. The City and County could not come to terms and the agreement with amendments through August 2002 are still in effect.

**CURRENT:**

Changes in County management over the last five years have fostered an improved working environment and City staff believe re-entering into contract negotiations would be beneficial.

The County is looking for standardization in terms with all its wholesale customers. The City is looking for continued water supply and quality commitments from the County.

**1992 to 1999:** The City continued expanding the system to meet ever increasing needs. During this time, the City water supply was beginning to experience increases in chloride levels in certain wells due to high withdrawal rates and our proximity to the Gulf of Mexico.

The City was faced with two options:

- Relocating its wellfield further north in the County nearer to SR 20
- Abandoning the wells and relying entirely on Bay County for supply of its potable water.

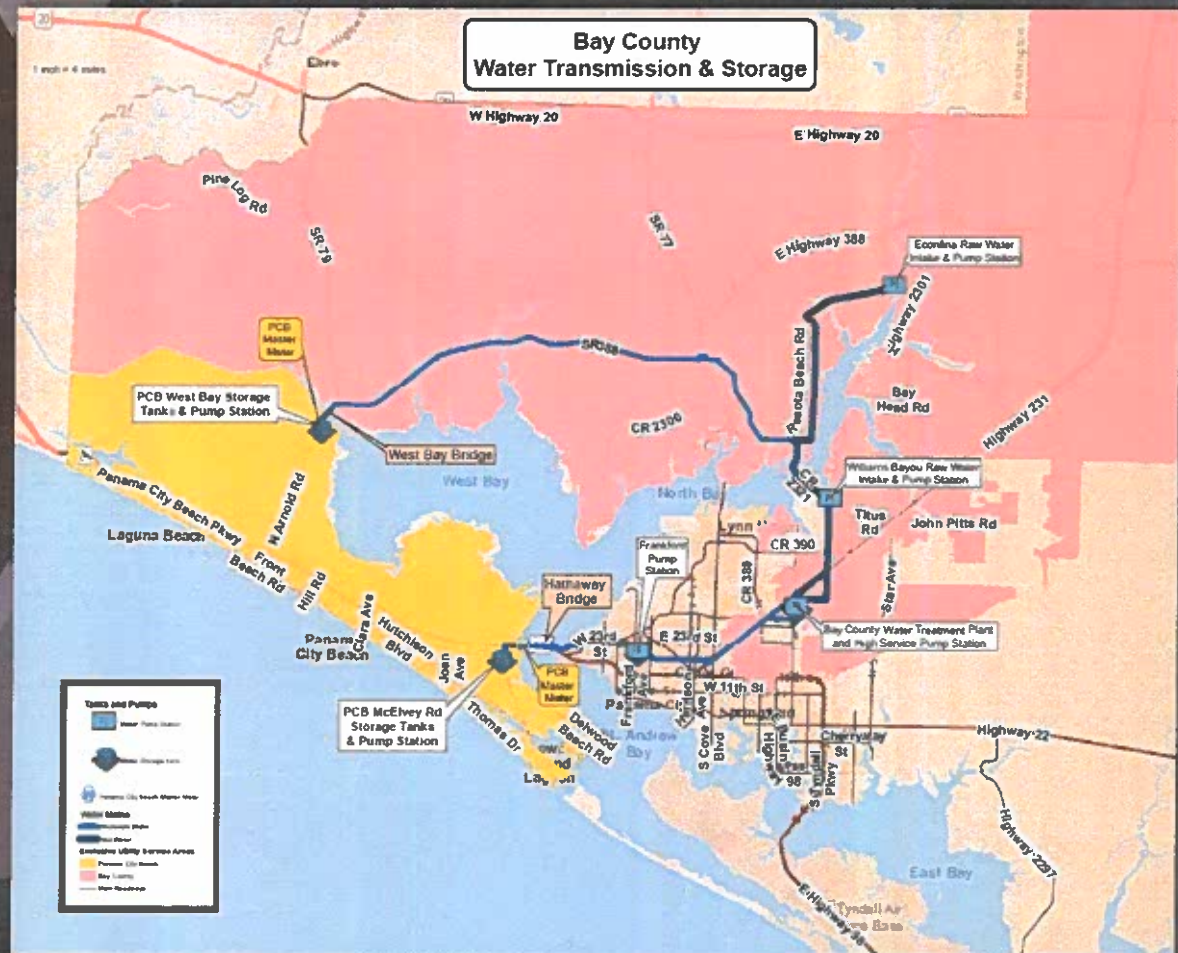
**The City chose the latter option in 1999.**

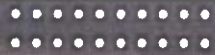


In order to accomplish the transition to 100% dependence on County-supplied potable water, several large capital projects were undertaken by both Bay County and the City.

Bay County constructed pumping improvements at its Transmitter Road WTP, and a 20+ mile large diameter transmission main around the bay to a delivery point in the City service area at West Bay.

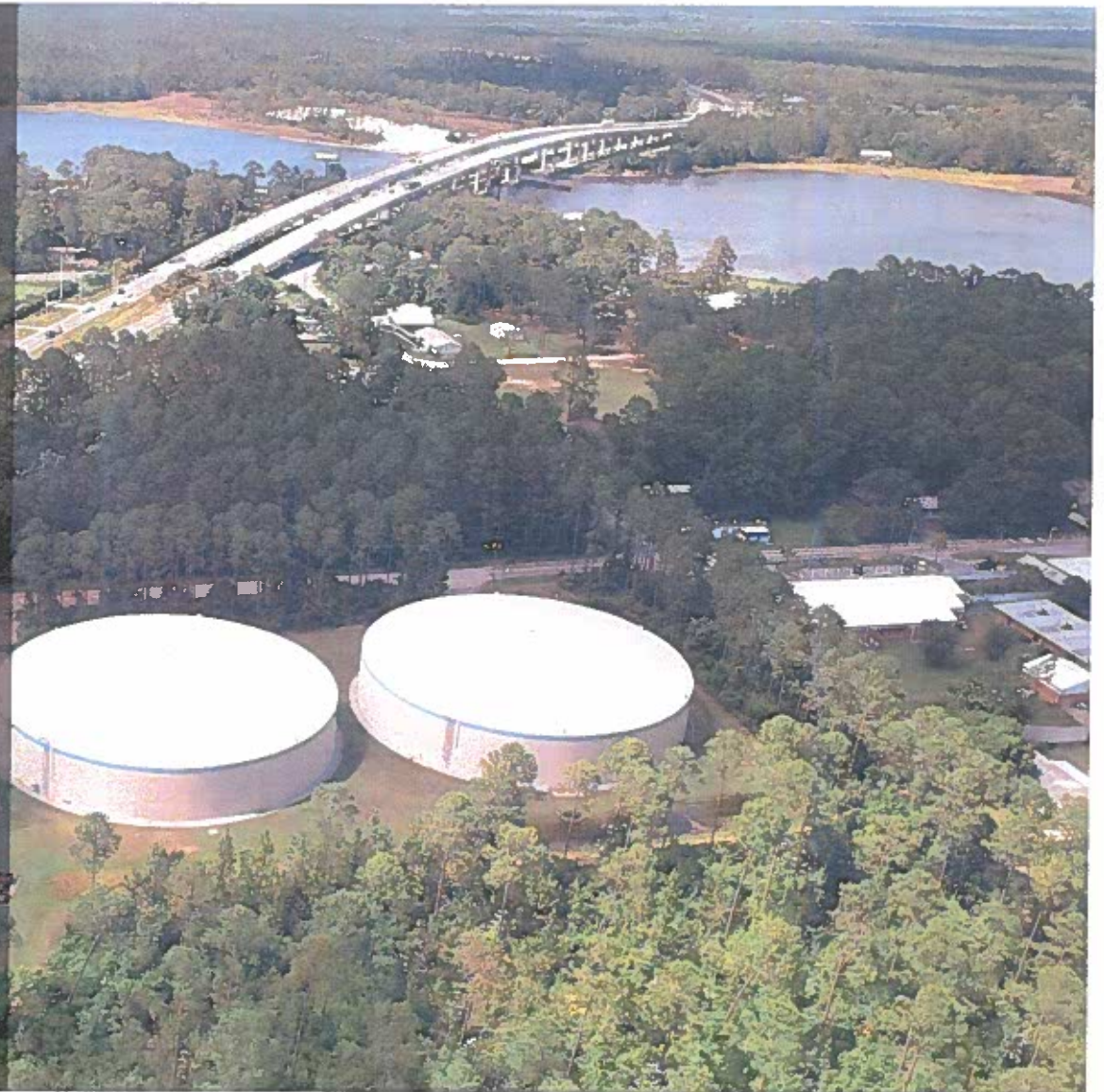
The City constructed its second ground storage and pumping facility, the SR79 Station, in West Bay together with approximately 4 miles of large diameter transmission main from the station down SR79 to the City limits.





**2002:** The City and County agreed to additional amendments to the Wholesale Water Service Contract to facilitate the County's commitment to construct its needed improvements. The final amendment was approved in August.

**April 2002:** All City wells and water plants were out of service and Bay County has since supplied all of the potable water used in our service area to the City's two storage and pumping stations. On average, the SR 79 facility handles approximately 60% of the demand from City customers.



Since **2002**, the City has added new water transmission pipelines for redundancy and upgraded/expanded both pumping stations including additional storage tanks as growth has occurred in the service area.

In the last three years, Bay County has installed new subaqueous crossings under the intracoastal waterway at West Bay and St. Andrews Bay at the Hathaway Bridge to provide redundant crossings, as County pipeline failures at those locations would be catastrophic to the City's ability to provide service.

The City's water system engineering consultant is currently under contract and performing work on a Risk & Resiliency Assessment of the City Water System. Objectives of this study include assessing our water system's ability to continue functioning after a man-made or natural disaster event. It looks for points of failure and lacks of redundancy that threaten reliability. This effort is due to be completed in August **2020**.

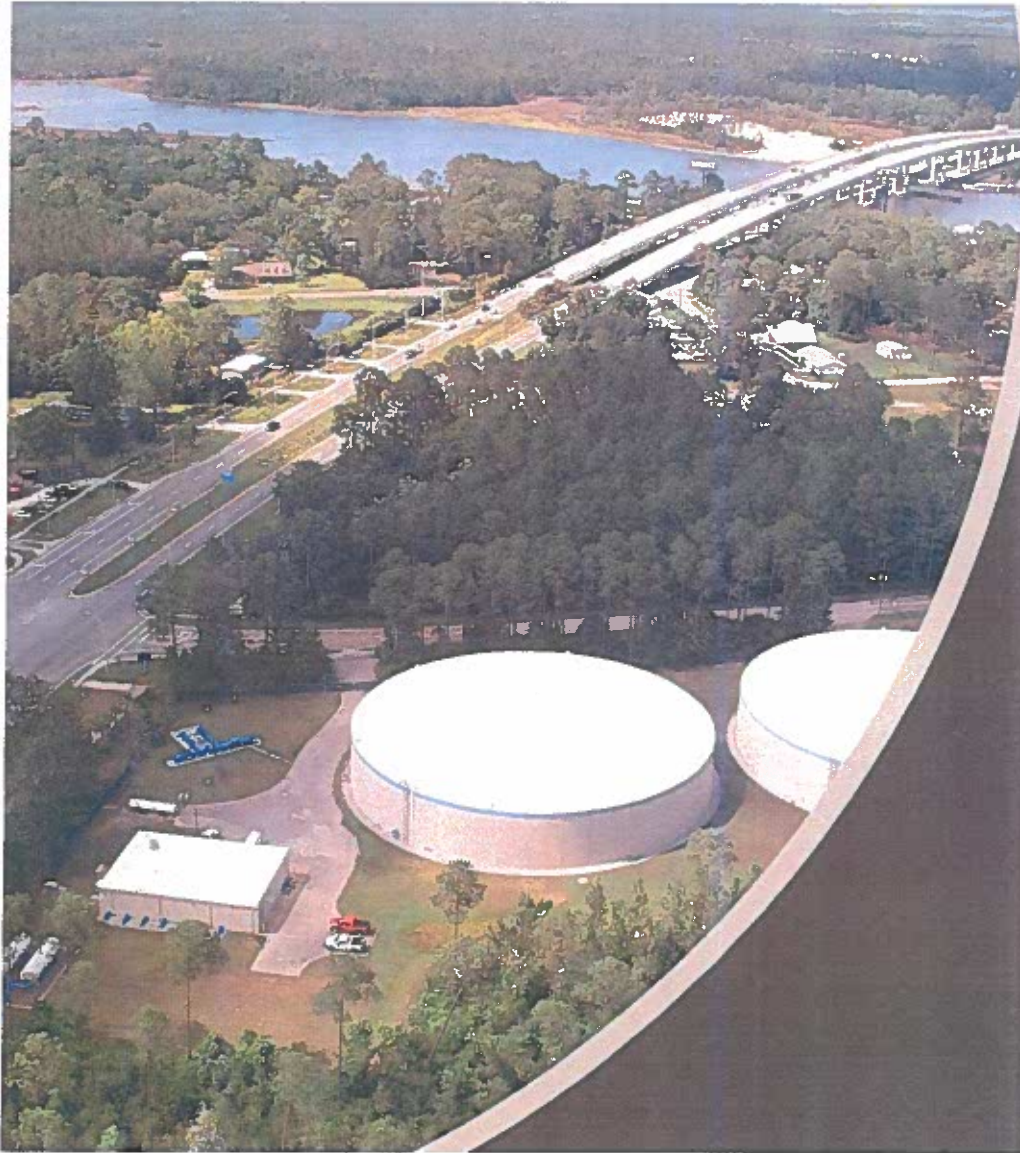


While the City has reasonable system redundancy in its 400+ miles of potable water pipelines, two core areas need to be addressed for long term security.

- 1) a second transmission line from West Bay down SR79 to the main City network for redundancy
- 2) a third ground storage and pump station in the western portion of our service area.

If either of the two existing pump stations has a catastrophic failure, the single remaining station will not be able to maintain flow and pressure throughout the system. Development of a third storage and pumping station will allow the water system to continue providing service until repairs are made, but at reduced pressures in some situations.





## Preliminary information and estimated costs for both

### **Redundant transmission main on SR79**

This would be a new 20" diameter main on the west side of SR79 able to handle most needs for several days until repairs of the primary 36" main could be performed. The estimated cost is \$4.7 million and could be completed in 18 months after engineering task approval.

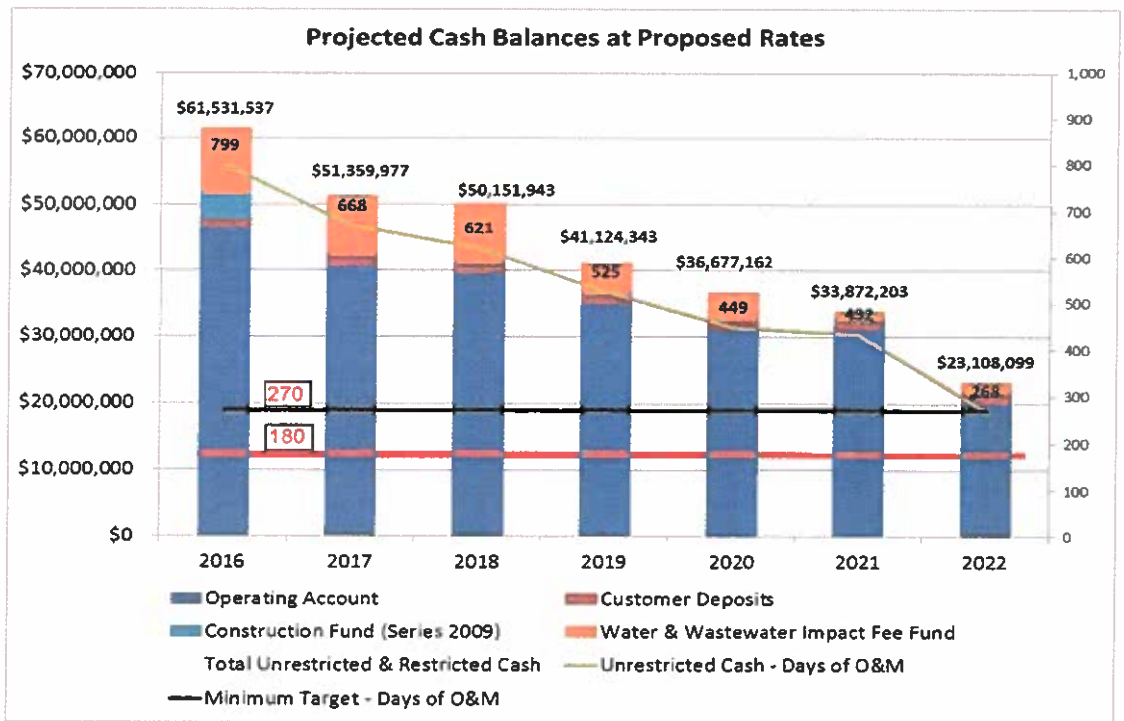
### **West End Ground Storage and Pump Station**

Site location is undetermined. This project will require coordination as the St. Joe company develops the portion of its West Bay Sector Plan in our utility service area. The initial pump station construction cost is estimated at \$7.1 million and the transmission pipelines to and from the new station are estimated at between \$7.5 million to \$9 million total. Those pipeline costs cannot be refined until a pump station site can be selected, together with the pipeline routes to and from the site.



# Projected Cash Balances at Proposed Alternative Rates

From 2016  
rate analysis



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**REGULAR ITEM**

**13**

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## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Fire Chief Larry Couch

**2. MEETING DATE:**

05/14/2020

**3. REQUESTED MOTION/ACTION:**

Council update on Beach Safety and possible partnerships

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes  No

N/A

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

Fire Rescue update on status of Beach safety Division and possible Public/Private partnerships.

# Beach Safety Division



*Mission: To save lives by reducing drownings through the proactive education of the public on the dangers of rip currents and encouraging swimmers to adhere to the beach flag warning system.*

May 14, 2020





## History of program 1970-2020

- **Early 1970:** Four lifeguards working under Chief of Police; on duty weekends in March and September and throughout the Summer.
- **Early 1980s:** Evolved into Beach & Surf under Chief of Police; flag warning system initiated on beach after 17 drownings one year; 12 on staff utilizing 4-wheelers and trucks.
- **1990s:** Fire Rescue began assisting the Beach and Surf Patrol with rescue swimmers.
- **2006:** Aquatic Center built; swimming pool lifeguard program began
- **2010:** County hired lifeguards for public beaches and City followed suit, putting lifeguards at the City Pier, thus began Parks & Rec's involvement in Beach Lifeguard program; lifeguard season March 1-Sept. 30
- **2019:** City Council consolidated Beach & Surf (under Police) with Beach Lifeguards (under Parks & Rec) and moved under Fire Rescue as of Oct.; Council approved several ordinances on beach safety.
- **2020:** Wil Spivey named Director of the Beach Safety Division and program begins a new direction with discussions on public-private partnerships, 12 firefighters trained in open-water rescue



# Lifeguard Beach Stations

## Russell-Fields City Pier

**Two Towers:**

**West Tower and East Tower**

**Two guards at each tower daily (4 lifeguards)**

*(West side of City pier is also Dog Beach.)*

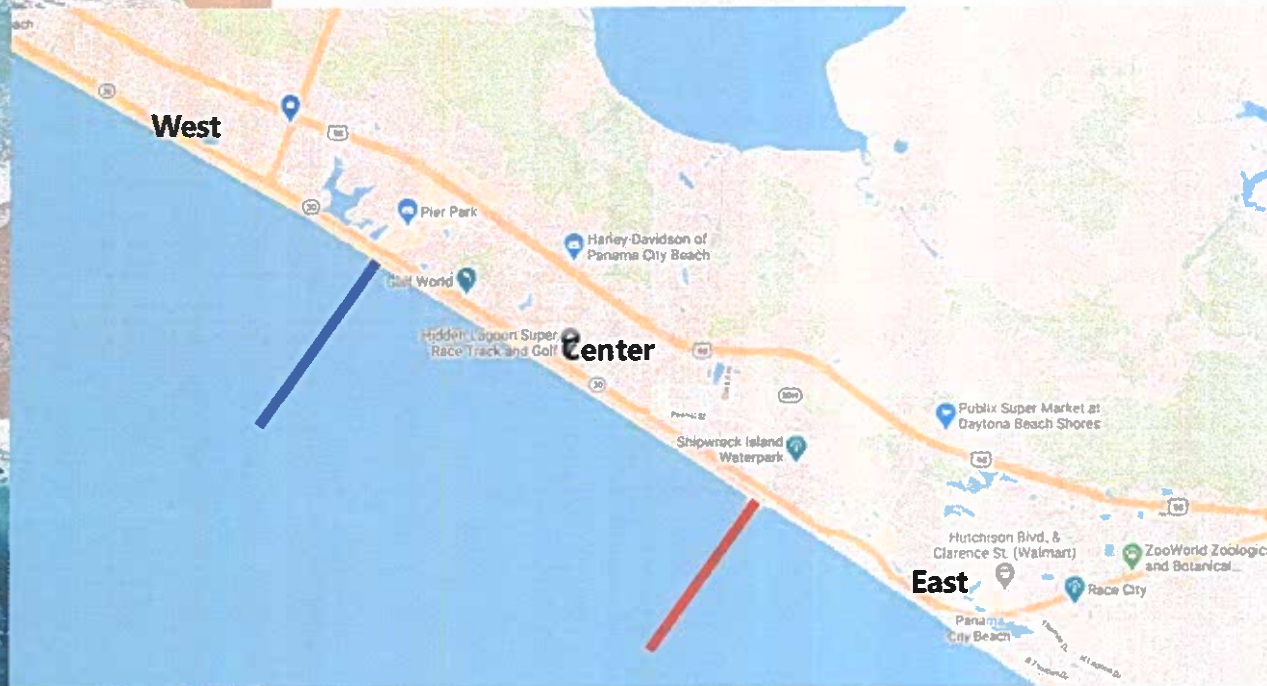


**One ATV rover daily**



# Beach Coverage – City Limits

- Nine miles of beach is broken down into three zones.
- Tower guards are stationary on each side of the Russell-Fields City Pier.
- ATV Patrols are east and west of the Center Zone.
- ATV Patrols post warning signs and allow for constant watch if a rescue is needed to backfill areas.
- All Rescue Swimmers will be in constant radio contact throughout their shift.



— Russell-Fields City Pier

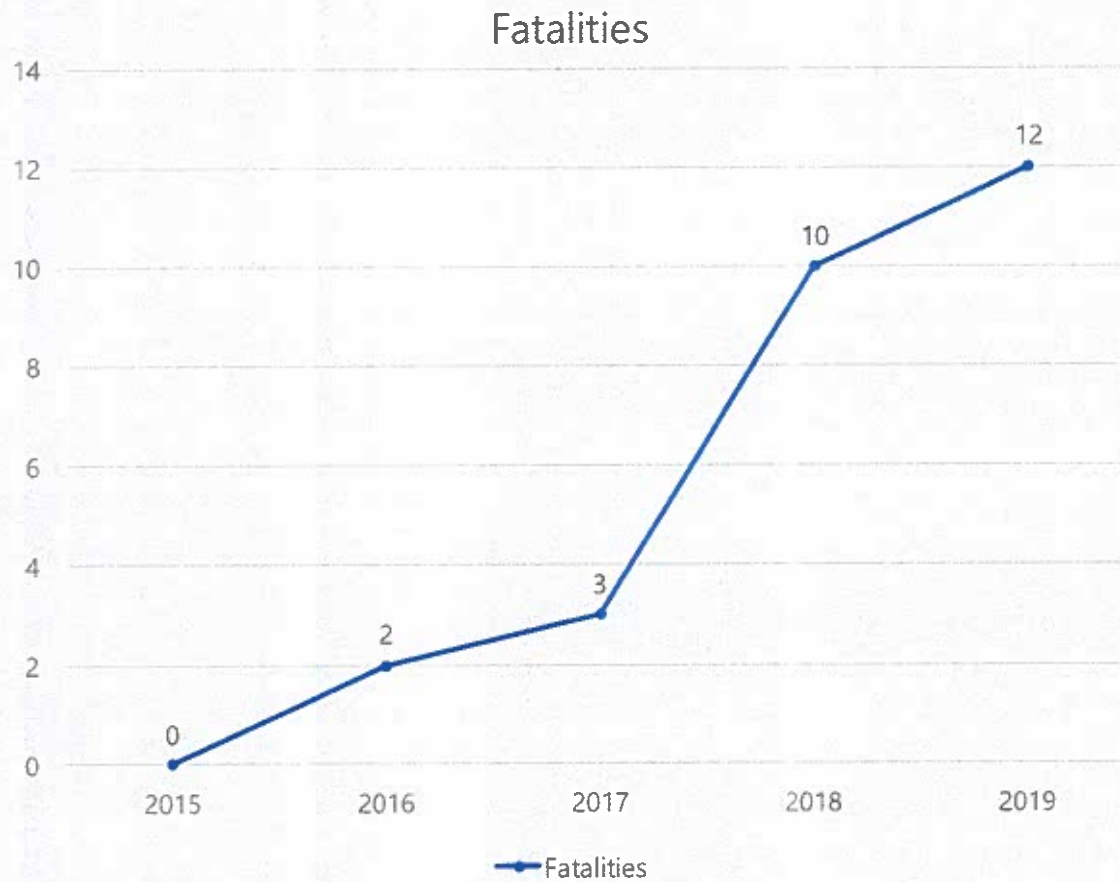
— M.B. Miller County Pier

- 1 ATV Rover covers West and half of Center
- 1 ATV Rover covers half of Center and East

## Beach Safety Roving Truck Patrol

- One roving truck West sector
- One roving truck East sector
- One roving truck Center (Daily Supervisor)
- Vehicles stay beachside unless emergency situation
- Center roving truck relieves east and west sectors for breaks/lunch and is overall supervisor for Beach Rescue Operations.

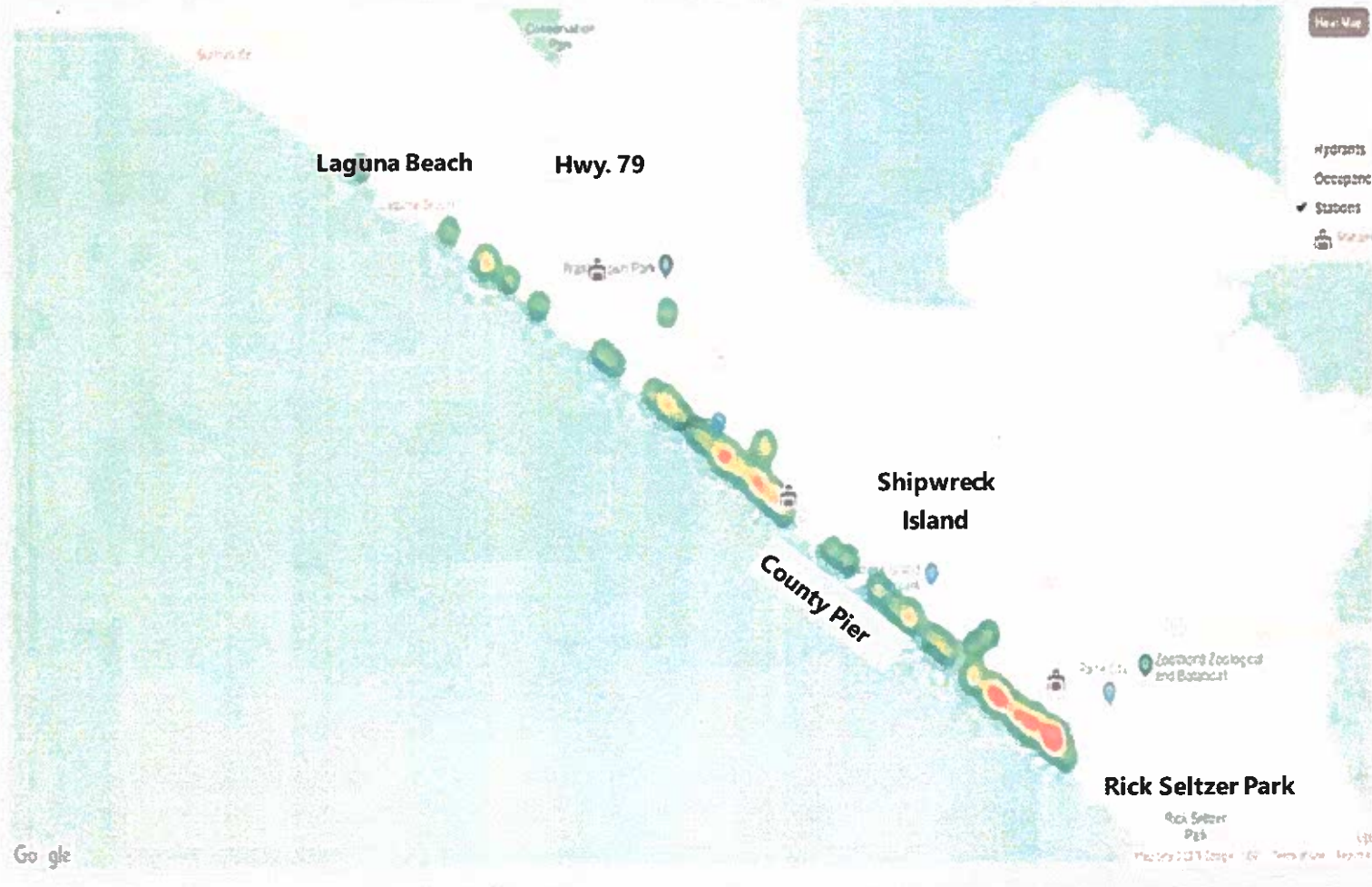
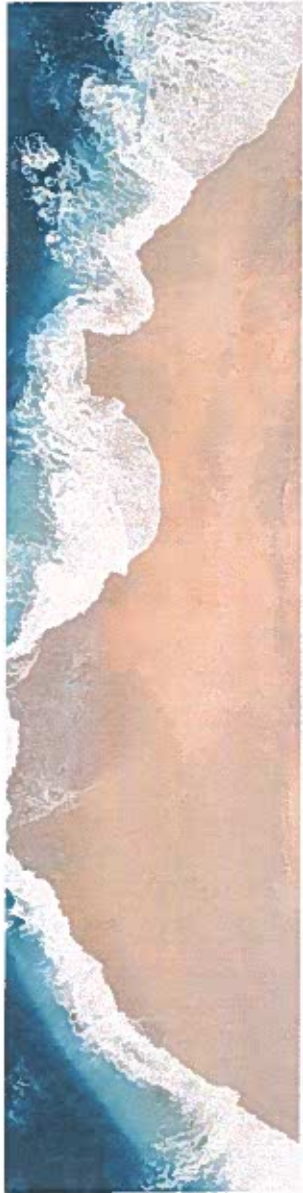
# Drownings by year/Daily City pier visitors:



**All 2019 drownings occurred on unguarded beaches.**



# Highest Concentration of Drownings 2019





## Contract lifeguard cost for one tower unit

### Personnel Costs:

1 Tower/Guards & Supervisor at 11 hours per day	64,350
Overtime due to double red flag conditions, weather, etc.	1,000
FICA taxes/Worker's comp. & unemployment insurance	<u>8,709</u>
<b>Annual Personnel Costs (April 1-Sept. 30 annually)</b>	<b>\$74,059</b>

### Equipment/Operating Costs:

Radios/Communication Equipment	2,066
Rescue Boards for tower and rover	3,500
First Aid & Rescue Equipment for tower	2,750
First Aid & Rescue Equipment for Rover	2,950
Fuel, Maintenance & Repair	1,074
Flags and signage	500
Gen Insurance	2,103
Uniforms	1,680
Lifeguard physicals	851
Background and drug screens	392
Administration costs	<u>3,500</u>
<b>Total Recurring Equipment/Operating Costs</b>	<b>\$21,366</b>

### Capital Equipment Costs for 2020:

1 ATV with racks/emergency lights PA – last for life of contract	6,950
1 Portable lifeguard tower – last for life of contract	<u>25,000</u>
	<b>\$31,950</b>

*All costs are estimates and are subject to change.*



## Direction needed from Council

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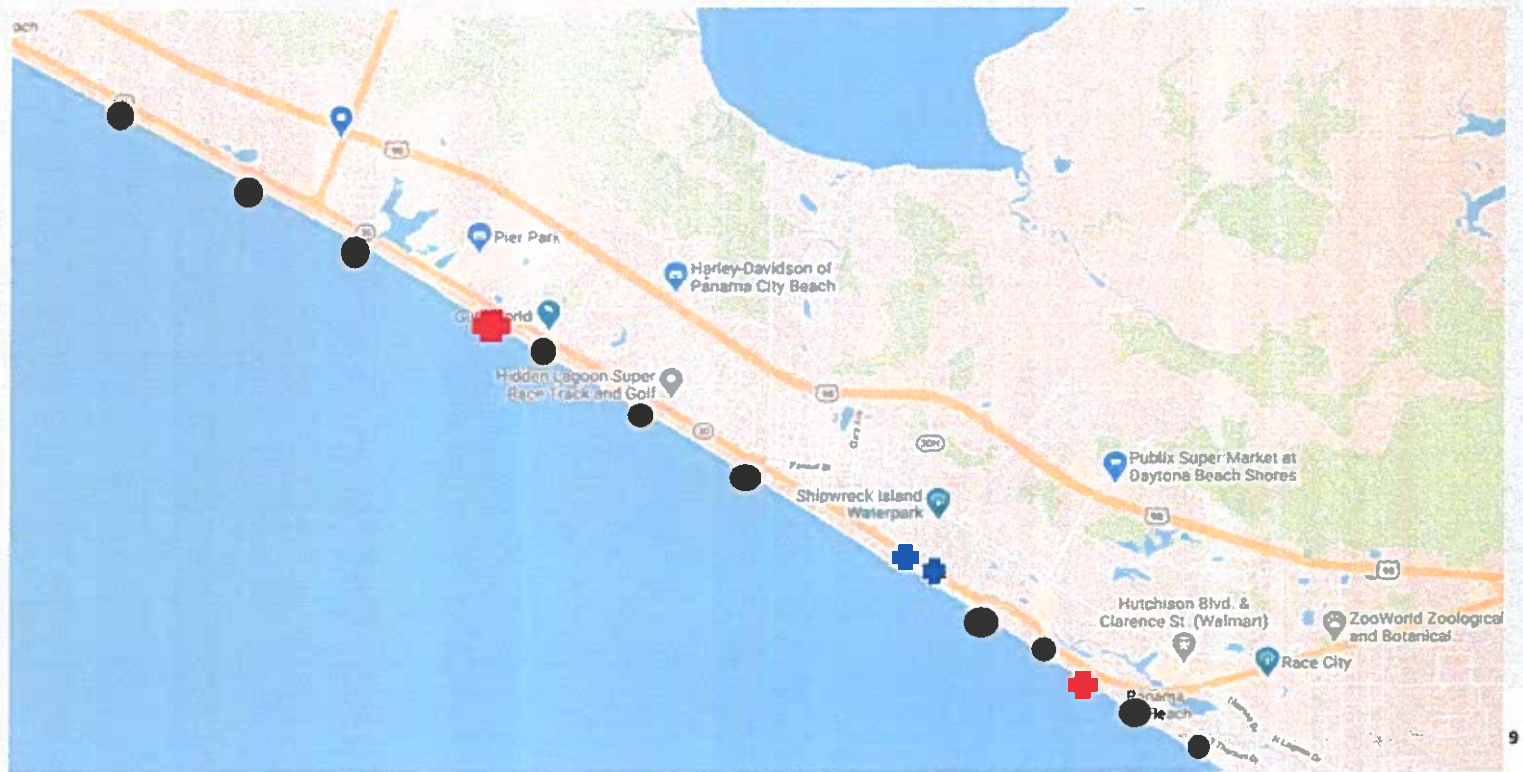
Given that the costs of the lifeguard program exceed the budget, yet it has been the Council's wishes to have a more comprehensive lifeguard program on the City's public beaches, we request City Council input on financing. The below figures represent one lifeguard tower, one rover ATV and 3 seasonal lifeguards for one specific area.

- **Original all private sector concept:**
  - 1<sup>st</sup> Year: \$127k capital/operations/personnel**
  - 2<sup>nd</sup> Year: \$100k personnel/operations/maintenance**
  - 3<sup>rd</sup> Year: \$105k personnel/operations/maintenance**
- **All City concept:**
  - 1<sup>st</sup> Year: \$127k capital/operations/personnel**
  - 2<sup>nd</sup> Year: \$100k personnel/operations/maintenance**
  - 3<sup>rd</sup> Year: \$105k personnel/operations/maintenance**
- **Private/Public Partnership:**
  - 1<sup>st</sup> Year: Private \$64k/City \$63k capital/operations/personnel**
  - 2<sup>nd</sup> Year: Private \$50k/City \$50k personnel/operations/maintenance**
  - 3<sup>rd</sup> Year: Private \$52k/City \$52k personnel/operations/maintenance**



# Hot spots where lifeguards needed

This page needs a map showing geographical locations for guard placement, based on need. PCB Tower ● PCB headquarters + Bay County Towers +



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**REGULAR ITEM**

**14**

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# City of Panama City Beach

May 14, 2020

TO: Mayor and City Council

FROM: Tony O'Rourke, City Manager

Re: Strategic Plan

It is the desire of the City Council to formulate both a blueprint and road map to achieve an aspirational vision and desired future state for Panama City Beach. To that end, the City Council wishes to create a strategic plan that will examine the present, envision a desired future, choose how to get there, and then make it happen. The strategic plan will also provide guidance to the City Council and staff for future policy, program and budget decision-making.

The following elements are the key steps required to develop a strategic plan:



To ensure a successful strategic plan, experience has proved that the more people you include, the more rich and all-encompassing the final strategic plan project will be. Absent this involvement and ownership, most strategic plans fail and collect dust.

A good strategic plan should involve a cross-section of both the community and organization. By involving a multitude of people, you are fostering both teamwork and a sense of ownership in both the process and final plan product.

The plan should represent and reflect the vision and values of the community and organization, and the partnership to collectively make the plan come to fruition.

To that end, we propose hosting a series of both community and organization focus groups to solicit input on the vision, mission, values, priorities and assessment of the community and organization. Normally, I would propose using a third-party facilitator, however, given our current COVID-19 situation, Debbie Ward and I will facilitate these focus groups to minimize unnecessary exposure to a facilitator and focus group participants.

We propose each City Council member identify 10 to 12 individuals who represent a cross-section of the community to participate in five to six community focus groups starting the week of May 19. We will also conduct multiple City organization focus groups of department directors and a cross-section of City staff.

Once the data from the focus groups is collected, we propose conducting a strategic plan workshop for the City Council June 12.

By creating a culture of inclusion, openness and engagement in the strategic planning process, the City Council can be confident that the community and organization are all-in and you can move forward with confidence that the strategic plan is going to make a significant and sustainable difference in the organization and community.

To that end, the staff proposes the following process and schedule to guide the development of a successful strategic plan for the City of Panama City Beach.

## **Strategic Plan Checklist and Schedule**

- City Council Support
- Organizational Staff Support
- Community and Organizational Focus Groups May 19-June 5
  - ✓ Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis of the community and organization
  - ✓ Vision – What does the community aspire to be.
  - ✓ Mission – What is the organization’s purpose.
  - ✓ Core Values – Clarify what the community and organization stand for. What values are at the core, or heart of Panama City Beach?

- ✓ Strategic Priorities – What key strategies must we focus on to reach and achieve the community vision
  
- ☐ City Council Strategic Plan Workshop June 12
  - ✓ SWOT Analysis
  - ✓ Vision
  - ✓ Mission
  - ✓ Values
  - ✓ Strategic Priorities – next 3 years
  - ✓ Key Intended Outcomes (KIO) – Identify what outcomes are necessary to achieve and support the strategic priorities and community vision.
  - ✓ Performance Measures – What are the key performance indicators and measures we need to track to monitor and measure progress toward achieving our goals and have the most impact on moving forward. Effective measures identify what, when, how and who. These performance measures help keep a pulse on our performance.
  - ✓ Alignment – to operationalize the strategic plan and move from big ideas to action, the strategic plan must cascade into existing business processes (e.g. City Council agenda, budget, capital plan) and into the organization via an annual business plan, department operational plans and individual performance/work plans.
  - ✓ Review and Adopt – schedule quarterly and annual Strategic Plan reviews to review outcomes and make necessary revisions to move the organization and community toward its desired vision.
  
- ☐ Create Strategic Plan draft for City Council review/revision – July 9
  
- ☐ City Council Strategic Plan Adoption – July 23

Once the Strategic Plan is adopted, the City Council, the organization and the community will have a roadmap to achieve its vision, meet the community’s strategic priorities, and rely on a system of key intended outcomes and performance metrics to measure and monitor the plan’s progress.

Finally, the plan will align organization decision-making and resources to services and projects that are focused on attaining the City Council’s desired community vision.



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## ENVIRONMENTAL SWOT SCAN: COMMUNITY

Identify Community Strengths, Weaknesses, Opportunities and Threats

Strengths: \_\_\_\_\_

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Weaknesses: \_\_\_\_\_

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Opportunities: \_\_\_\_\_

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Threats: \_\_\_\_\_

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## ENVIRONMENTAL SWOT SCAN: ORGANIZATION

Identify Community Strengths, Weaknesses, Opportunities and Threats

Strengths: \_\_\_\_\_

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Weaknesses: \_\_\_\_\_

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Opportunities: \_\_\_\_\_

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Threats: \_\_\_\_\_

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## MISSION, VISION & VALUES

**Mission Statement (Why we are here):**

**Values (What is important to us?)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Vision (Where do we want to be in the future?)**

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**REGULAR ITEM**

**15**

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Date: May 14, 2020

To: Mayor and City Council

From: Tony O'Rourke

RE: 2020 Citizen Survey Questions

In the interest of soliciting citizen input to assess Panama City Beach's residents' needs and expectations, measure service performance, and evaluate potential policies and plans, staff proposes conducting a 2020 Citizen Survey. The data from the Citizen Survey will help the City Council and staff make decisions on policies, programs, and funding to meet community needs. Staff proposes issuing a Request for Proposal (RFP) to evaluate and retain the services of a firm to conduct the Citizen Survey upon City Council approval.

The survey would be administered by mail to approximately 1,500 permanent residents selected at random. Residents who do not receive the mailed survey will have the option of completing the survey online. The results of the mailed survey and online survey will be tabulated and reported separately.

The Citizen Survey will contain standardized evaluation questions about the community, city services, community participation, demographics, community quality, public safety, the economy, recreation, governance, city services, and community priorities.

The City Council will also have the opportunity to create a set of questions specific to potential policies and plans the City Council would like feedback on.

The following are questions the prior City Council and current Councilmembers wanted to include in the Citizen Survey. The questions are not currently in their final form. The survey consultant will redraft the questions to ensure question objectivity and non-bias. The City Council can also add additional questions to the survey prior to its mailing.

**Proposed Questions:**

- Would you be interest in a City-offered high-speed broadband Internet service?
  - o Yes
  - o No

- Which Bay Parkway alignment option do you prefer?

Option 1 \_\_\_\_\_

Option 2 \_\_\_\_\_

Option 3 \_\_\_\_\_

- Are you interested in creating a Charter School or STEM (Science, Technology, Engineering, Math) program in Panama City Beach?

Charter School: Yes: \_\_\_\_\_ No: \_\_\_\_\_

STEM program: Yes: \_\_\_\_\_ No: \_\_\_\_\_

- What kind of information do you want on the City's revised website?

News and events

Meeting notices

Job announcements

Bid information

Department services

- Do you have a concern about the number of trash haulers on your street?

Yes

No

- Would you prefer a single trash service hauler franchise for the entire City?

Yes

No

- Are you interested in a special discount for PCB resident at the City Aquatic Center?

Yes

No

- Are you interested in a dedicated pickleball complex for resident's use and tournaments?

Strongly Support

Strongly Oppose

Somewhat Support

Somewhat Oppose

- Are you interested in any of the following Aquatic Complex additions?

**Toddler Splash Pad**

Strongly Support

Strongly Oppose

Somewhat Support

Somewhat Oppose

**Thermal warm pool for water exercises**

Strongly Support

- Strongly Oppose
- Somewhat Support
- Somewhat Oppose

**Indoor lap pool/water exercises**

- Strongly Support
- Strongly Oppose
- Somewhat Support
- Somewhat Oppose

• The City does not collect a City property tax. Would you prefer small assessments, such as the current Fire, Sewer, Community Redevelopment Agency assessments or a property tax?

- Small Assessments
- Property tax

• Are you interested in a Skateboard Park at Frank Brown Park?

- Yes
- No

• What are the top 3 challenges facing Panama City Beach?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The cost for this Citizen Survey is estimated to be approximately \$15,000. Funding for this survey will come from the General Fund Operating Reserves.

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**PANAMA CITY BEACH**  
**Community Engagement Consulting Services**

**DUE DATE: June 11, 2020**

**DUE TIME: 2:00 P.M.**



City of Panama City Beach  
17007 Panama City Beach Pkwy  
Panama City Beach, Florida 32413  
(850) 233-5100

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**CITY OF PANAMA CITY BEACH  
PANAMA CITY BEACH, FLORIDA  
REQUEST FOR PROPOSALS**

**Community Engagement Consulting Services**

The City of Panama City Beach (the "City") hereby gives notice that it has issued a Request for Proposals from experienced and qualified persons or firms to conduct a statistically valid citizen survey to assess satisfaction with the community's quality of life, services provided by the City, community priorities and evaluate potential policies and plans of the City. In addition, the Consultant must analyze and benchmark the results of the survey and report those results to staff and City Council.

Sealed proposals will be received by the City Clerk at the City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, FL 32413 until **2:00 P.M.** central time on **Thursday, June 11, 2020**. Submittals will be publicly opened and receipt acknowledged immediately thereafter. The qualifications and other information should be submitted in strict compliance with the directives provided in the RFP Instructions. The City is under no obligation, either express or implied, to reimburse responding firms for any expenses associated with preparation and submittal of the Proposals in response to this request. It is the proposer's responsibility to ensure that proposals are received in the City Clerk's Office prior to the date and time specified above. Receipt of a proposal in any other City office does not satisfy this requirement.

Proposals shall be submitted in a sealed envelope or box, plainly marked with respondent's name, address, date, time of RFP deadline and stating "Proposal for Community Engagement Consulting Services." Five (5) hard copies shall be submitted.

Inquiries regarding this RFP should be directed to Tony O'Rourke, City Manager at 17007 Panama City Beach Pkwy, Panama City Beach, Florida 32413, (850) 233-5100.

Proposals may be either mailed or hand delivered to the City Clerk's Office, 17007 Panama City Beach Pkwy, Panama City Beach, FL 32413. Any proposals received after the above stated time will not be accepted.

The City reserves the right to accept or reject any and all Proposals in whole or in part, to waive informalities in the RFP documents, to obtain new Proposals, or to postpone the opening of Proposals, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFP and proceed by whatever appropriate means it may elect. Each Proposal shall be valid to the City for a period of sixty (60) days after opening.

The City of Panama City Beach is an Equal Opportunity/Affirmative Action Employer.

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## **GENERAL INFORMATION**

### **PART I**

#### **1-1 DEFINITIONS**

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

#### **1-2 INVITATION TO PROPOSE; PURPOSE**

The City of Panama City Beach, Panama City Beach, FL (the "City") solicits proposals from responsible Proposers to provide a Community Engagement Consulting Services.

#### **1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING**

City Clerk's Office  
City of Panama City Beach  
17007 Panama City Beach Pkwy  
Panama City Beach, Florida 32413

#### **1-4 CONTRACT AWARDS**

The City anticipates entering into a contract with the lowest fully responsive and responsible Proposer, provided however, that the City may award the contract to a Proposer other than the lowest Proposer should it find that the lowest Proposer does not offer the reliability, quality of service or product afforded by such other Proposer. The City reserves the right to award more than one contract if in its best interest.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the City Council and a written agreement or contract is approved by both the City and the successful Proposer.

The City reserves the right to accept or reject any and all Proposals in whole or in part, to waive informalities in the RFP documents, to obtain new Proposals, or to postpone the opening of Proposals, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFP and proceed by whatever appropriate means it may elect.

#### **1-5 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

**1-6 INQUIRIES**

The City will not respond to oral inquiries. Proposers may submit written inquiries for interpretation of this RFP to:

Tony O'Rourke, City Manager  
City of Panama City Beach  
17007 Panama City Beach Pkwy  
Panama City Beach, Florida, 32413

The City will respond to written inquiries if received at least seven (7) working days prior to the date scheduled for receiving the proposals.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the City will post the addenda to the website at least five (5) working days before the date fixed for receiving the proposals. This will be adhered to even if the opening date must be postponed in order to observe the time requirements.

**1-7 TIMETABLES**

The City and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

May 18, 2020	Request for Proposal noticed
June 8, 2020	All inquiries submitted in writing
June 11, 2020	Responses to RFP due (2:00 p.m. CST)
June 12–19, 2020	The Evaluation Committee will meet to evaluate the proposals and make a formal recommendation to the City Council.
June 25, 2020	City Council action on committee recommendation

**1-8 DELAYS**

The City may delay scheduled due dates if it is to the advantage of the City. The City will notify Proposers of all changes in scheduled due dates by written addenda.

**1-9 PROPOSAL SUBMISSION AND WITHDRAWAL**

The City will receive proposals at the following address:

City Clerk's Office  
17007 Panama City Beach Pkwy  
Panama City Beach, Florida 32413

To facilitate processing, please mark the outside of the envelope as follows: "Proposal for Community Engagement Consulting Services ". The envelope shall also include the Proposer's return address.

Proposers shall submit five (5) copies of the proposal in a sealed, opaque envelope marked as noted above. The Proposer may submit the proposal in person or by mail.

**THE CITY MUST RECEIVE, ALL PROPOSALS BY 2:00 PM ON THURSDAY, JUNE 11, 2020.**

Due to the irregularity of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (850) 233-5100, ext. 2230 before proposal opening time. Proposals received after the established deadline will not be accepted. Any responses received after the deadline will be returned to the proposer unopened and marked "RECEIVED AFTER DEADLINE".

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the City and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

#### **1-10 IRREGULARITIES; REJECTION OF PROPOSALS**

Proposals not meeting stated minimum terms and qualifications may be rejected by the City as non-responsive or irregular. However, the City reserves the right to waive any irregularities, technicalities or informalities in any proposal. The City reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the City of Panama City Beach or who have failed to perform faithfully any previous contract with the City or with other governmental jurisdictions. The City reserves the right to reject any or all proposals without cause.

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### **1-11 ADDENDA**

If revisions become necessary, the City will provide written addenda at least five (5) days prior to the opening date. This will be adhered to even if the opening date must be postponed in order to observe the time requirements.

### **1-12 EQUAL OPPORTUNITY**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises. The City requests minority and women business enterprises to submit evidence of such classification with their proposals.

### **1-13 ORAL PRESENTATION**

At its discretion, the City may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the City. The City will schedule any such presentations.

### **1-14 INSURANCE**

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the City.

## STATEMENT OF WORK

### PART II

#### 2-1 **BACKGROUND INFORMATION RELATED TO THE WORK.**

The City of Panama City Beach, Florida has an estimated population of 15,000. The City uniquely has no ad valorem tax and is largely funded by a local business tax levied against merchants based upon one percent (1%) of gross sales.

No community survey has ever been conducted by this City. Completion of this survey is one of the City Council's 2020 goals and objectives. Results from the survey will be utilized to set strategic goals, appropriate funds and guide the City Council and staff in the decision making process.

The Consultant will meet with administrative staff to design the survey instrument and include a series of specific customized questions from the City Council.

The desired completion target date is September 2020.

#### 2-2 **SCOPE OF WORK**

A. The Consultant will provide a comprehensive service including, but not limited to, the following:

1. Development of community survey that will measure key metrics as determined by the City.
2. Implement and administer the community survey with the goal of achieving a high citizen participation rate.
3. Analyze survey results and synthesize responses into a comprehensive executive summary.
4. Compare survey results against other communities regionally and nationally and provide the City meaningful comparative analysis.

B. Specific requirements include the following:

1. **Survey Development.** The Consultant will meet with administrative staff to design the survey instrument, which shall include questions about the quality of City life, City services, community perception, demographics, built environment, public safety, the economy, recreation, governance, community participation and engagement, natural environment, mobility and customized policy questions.
2. **Survey Implementation/Administration.** The Consultant will determine the best way to administer the survey to ensure it is statistically valid for a diverse population of approximately 15,000 people and will administer such survey, as well as offering an "opt-

in" online survey for non-survey participants. Consultant will ensure quality control and integrity through the use of data weighting to reflect the City's demographic character as identified in the 2010 U.S. Census and American Community Survey, as well as steps to include, but not limited to, reviewing the data for clusters of repeat IP addresses and time stamps and removing empty submissions.

3. **Analysis of Survey Results.** The Consultant will analyze the survey results to provide the City with meaningful and useful information. The Consultant is expected to explain what the results mean for the City and how the City can use the information in relations to key City priorities, policies, and projects. This analysis will include geocoding by City Council wards (four) so the City may better understand how opinions about issues and services vary according to location within the community.
4. **Benchmarking.** The Consultant shall provide comparisons of the City's survey results with other communities regionally and nationally.
5. **Report.** The Consultant will create a report that includes both a written summary and graphical presentation of the survey results and associated analysis. Consultant will present the report to elected officials and staff in person.

C. Responsibilities of the Consultant include but are not limited to the following:

1. Provision of clerical and technical support for the survey team
2. Provision of own work materials
3. Provision of all materials to be completed by citizens
4. Acquisition of all information or materials from other governmental jurisdictions/agencies, private sector companies, libraries, etc., necessary for the completion of the survey
5. All costs incurred to include:
  - A. Travel/hotel expenses
  - B. Phone charges
  - C. Duplication costs
  - D. Postage
  - E. Other costs pertinent to the completion of this survey

## **2-3 SPECIAL PROVISIONS**

- A. All research/survey materials as mentioned throughout this proposal shall become the property of the City of Panama City Beach at the conclusion of this survey.
- B. The City Manager, City Clerk, and their designees shall have access to all related survey documents upon request.
- C. Prior to finalization of the report(s) and submission to the City, the Consultant must agree in writing not to release any documents or



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information, written or verbal, to any person, agency, or company without the express permission of the City Manager.

# INSTRUCTIONS FOR PREPARING PROPOSALS

## PART III

### 3-1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

### 3-2 PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

- A. Letter of Transmittal: This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.
- B. Organization Profile and Qualifications: This section of the proposal must describe the Proposer, including the size, range of activities, etc. Each Proposer must be authorized to do business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States, proof of same must be provided. The Proposer must emphasize its expertise in, and experience with similar projects. The proposal must identify the primary individuals responsible for supervising the work. The Proposer shall provide the City with the resumes of the primary individuals. The proposals must also include recent and pertinent references, contact name, telephone number and address.
- C. Scope of Work: This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the timeline, approach, activities and work products to be provided. This section should include a narrative description of how the consultant proposes to execute the project tasks. If applicable, discuss any unique aspects of the project or innovative approaches the City of Panama City Beach might wish to consider.
- D. Compensation: Proposer should include a proposal for the compensation to be paid for the required services. The cost estimate should be a lump sum amount for the work described in the Scope of Work, including travel expenses. Proposer should also include a rate schedule for computing any extra work not specified in the contracted scope of work.
- E. Examples. Proposer should provide examples of data sets, maps, and reports that would be used to related the results of the community survey

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to the City.

- F. Project Schedule. Proposer should provide a schedule of general project activities indicating the duration of each activity and a schedule for completion of the total project. (The project must be completed prior to October, 2020).
  
- G. Additional Data: Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

## EVALUATION OF PROPOSALS

### PART IV

#### 4-1 EVALUATION METHOD AND CRITERIA

The responses will be evaluated using two sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated for responsiveness. Responsive firms will then be scored on technical qualifications and cost.

##### Mandatory Elements:

- a. The firm is licensed to do business in Florida.
- b. The firm has no conflict of interest with regard to any other work performed by the firm to the City of Panama City Beach.
- c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- d. Ability to provide the required services in a timely fashion.

##### Technical Quality (Represents 80% of score):

- a. Experience with similar surveys (30 points)
- b. Quality and thoughtfulness of Project Approach, methodology and proposed Timeline (30 points)
- c. Credentials of the Proposer and key staff (10 points)
- d. References and recommendations from past clients (10 points)

##### Cost of Services (Represents 20% of score. Maximum of 20 possible points).

The Proposer submitting the lowest total estimated cost will receive the maximum points for the cost element of the evaluation. The other Proposers' scores will be based on a relative percentage of the dollar amount higher than the lowest price. The Price points will be determined in accordance with the following formula:

Lowest Price - A

Proposer's Price - B

Total Possible Points for Price - C

Points Earned by Proposer - D

$\frac{A}{B} \times C = D$

B