

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 28, 2020
MEETING TIME: 9:00 A.M.

A. CALL TO ORDER

1. ROLL CALL.
2. INVOCATION – PASTOR JASON WILLIAMS, WOODSTOCK CHURCH OF PCB
3. PLEDGE OF ALLEGIANCE – COUNCILMAN CHESTER
4. COMMUNITY ANNOUNCEMENTS
5. APPROVAL OF MINUTES OF MARCH 20 EMERGENCY MEETING.
6. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.
7. PUBLIC COMMENTS – NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES).

B. CONSENT AGENDA

1. ***RESOLUTION 20-111, BID AWARD- CITY WRECKER SERVICES.*** “A Resolution of the City of Panama City Beach, Florida, approving Agreements with White’s Wrecker Service, LLC, and Discount Towing and Recovery, LLC, for the provision of routine and specialty towing services; and providing an effective date.”
- 2* ***RESOLUTION 20-112, BID AWARD- CRA LANDSCAPING MAINTENANCE SERVICES.*** “A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Rotolo Consultants, Inc., for Landscape Maintenance Services within the Front Beach Road Community Redevelopment Area, in the annual amount of \$223,172.10”.
3. ***RESOLUTION 20-113, BID AWARD- LIFT STATION 21 REPAIRS.*** “A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Marshall Brothers Construction & Engineering, Inc., for Lift Station 21 Repairs in the not to exceed amount of \$304,410.”
4. ***RATIFY EMERGENCY ORDER 20-02, “An Order and Declaration Regarding the Reopening of Amusements.”***
5. ***APPROVAL OF ACCOUNTANT/ BUDGET ANALYST JOB DESCRIPTION.*** “Staff recommends approval of the attached job description for an accountant/ budget analyst”.

6. ***BAY PARKWAY PHASE 2 CONSTRUCTION, CHANGE ORDER 1. "A Resolution of the City of Panama City Beach, Florida, approving Change Order #1 to the Agreement for the construction of Bay Parkway Phase 2 with C. W. Roberts Contracting, Inc., for additional asphalt and improvements to Nautilus Street in the amount of \$49,255.00; authorizing execution and providing an immediately effective date."***

C. REGULAR AGENDA – DISCUSSION/ACTION

NO. OFFICIAL ITEM

- 1. TO RESOLUTION 20-114, COVID-19 UPDATE SPECIAL EVENT AND ACTION PLAN AMENDMENT.
- 2. TO ORDINANCE 1526, ADVISORY BOARD GOVERNANCE, FIRST READING.
- 3. MS RESOLUTION 20-115, FINANCIAL ADVISORY BOARD CREATION.
- 4. HW ORDINANCE 1523, GENERAL EMPLOYEES' PENSION PLAN AMENDMENT ON CHARTER OFFICER VESTING, FIRST READING.
- 5. HW RESOLUTION 20-116, CREATION OF STORMWATER SPECIAL REVENUE FUND.
- 6. KJ BAY PARKWAY FUTURE ALIGNMENT, SECTION A- DISCUSSION.
- 7. TO AIRPORT AUTHORITY BOARD- APPOINTMENT.
- 8. DC CITY RESIDENT BEACH PARKING PLAN- DISCUSSION.
- 9. DC BEACH BIKE PARKING RACKS- DISCUSSION.
- D CITY MANAGER REPORT
- E CITY ATTORNEY REPORT
- F COUNCIL COMMENTS.
- G ADJOURN.

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

PAUL CASTO	<u> X </u>	PAUL CASTO	<u> X </u>
PHIL CHESTER	<u> X </u>	PHIL CHESTER	<u> X </u>
GEOFF MCCONNELL	<u> X </u>	GEOFF MCCONNELL	<u> X </u>
MICHAEL JARMAN	<u> X </u>	MICHAEL JARMAN	<u> X </u>
MARK SHELDON	<u> X </u>	MARK SHELDON	<u> X </u>

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


Interim City Clerk 5/26/20
Date

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


Interim City Clerk 5/26/20
Date

DUE TO THE ONGOING COVID-19 STATE OF EMERGENCY, THIS MEETING SHALL BE CONDUCTED USING COMMUNICATIONS MEDIA TECHNOLOGY. THE COUNCIL CHAMBERS WILL BE OPEN FOR PHYSICAL ATTENDANCE, BUT LIMITED TO 50% CAPACITY OF THE MEETING CHAMBERS. INSTRUCTIONS FOR ACCESS AND PUBLIC COMMENT SHALL BE POSTED ON THE CITY'S WEBSITE AND FACEBOOK PAGE. QUESTIONS ABOUT ACCESS TO THIS MEETING MAY BE SUBMITTED BY EMAIL TO DWARD@PCBGOV.COM.

E-mailed to interested parties and posted on the website on: 05/26/20 2:00 P.M.

NOTE: COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND CITY FACEBOOK PAGE "CITY OF PANAMA CITY BEACH-GOVERNMENT".

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

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

COMMUNITY ANNOUNCEMENTS

NONE

DRAFT MINUTES

The Special Emergency Meeting of the City Council of the City of Panama City Beach, Florida, held on March 20, 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 Special Emergency Meeting to order at 1 P.M. with all Councilmen, the City Manager, City Clerk, and City Attorney present.

Mayor Thomas gave the invocation and led the Pledge of Allegiance.

ITEM 1 CONSIDER REGULATION OF THE SANDY GULF BEACH AND TAKE ANY ACTION NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE AGAINST THE SPREAD AND EFFECTS OF THE CORONAVIRUS (COVID-19).

Mayor Thomas said for several days, the other Councilmen had wanted to have a special meeting to close the beach after considering the current information. This morning, the Bay County Board of County Commissioners advised that the beaches needed to be closed.

He opened the Public Comments at 1:04 P.M.

- 1 Ms. Debbie Ward, PIO. Ms. Ward said she received twenty-four emails to close the beach and thirteen to remain open. She said there were several other concerns such as were the visitors to be evicted and if non-essential businesses were to be closed.
- 2 Mr. Burnie Thompson, 17292 Front Beach Road. Mr. Thompson said everyone must deal with the outbreak and slow down the virus. He said the beach closure would create unintended consequences as he did not believe the Spring Breakers would leave if the beach was closed. He said if the beaches were closed, it may make the situation worse. He reminded that the State Park remained open.
- 3 Ms. Karen Locke. Ms. Locke asked to keep the beaches open to bring in revenue.
- 4 Mr. Doug Gilmore, 100 Bella Ct. Mr. Gilmore said the biggest problem was the unknown. He said he did not know if closing the beach would help against the virus. He reminded that the revenue was the biggest part of the City's income. He said there were not that many people here now and that he hoped the beaches would remain open.
- 5 Mr. Jason Oakes, 15005 Front Beach Road. Mr. Oakes said most people would not make it financially after being closed thirty days. He

questioned the effect on the community if the beaches were closed. He said there was no one on the beach now and recommended they remain open.

6 Mr. Jake Evans. Mr. Evans spoke of a biological attack and recommended closing the beaches. He reminded about the two to fourteen day incubation period and with congregating, people would spread the virus.

With nothing further, the Public Comments were closed at 1:15 P.M.

Councilman Solis said the beaches were empty because the visitors had sensed what was going to happen. He said for every three people tested, twenty were turned away to return home to self-quarantine. He said it would be tough to make the decisions to salvage the summer. He said the State just closed the State Parks. Councilman Solis said it was time to close the beaches even if it would be painful with a lot of businesses closing.

Councilman McConnell said this was the most difficult decision. He said he had fielded many calls and emails, and appreciated the Mayor calling the Special Meeting. He said this was a countywide issue, not merely the City. He said the City should take this matter seriously and close the beaches. Regarding the condo owners, he requested that the deposits be refunded for rentals and that the business owners comply with the CDC rules.

Councilman Casto said the City had little other revenue other than the 1% Gross Sales since the City has no property tax. In the past few days, he had spoken with several medical practitioners with this virus being worse than the flu, leading him to painfully agree with the other Councilors. He said it was the City's obligation to slow the spread of the virus, and the Council could meet weekly to reevaluate. He said the City would do its part to flatten the curve, putting health before economy. Councilman Casto proposed to close the beaches a week at a time.

Councilman Chester said this issue was more about public safety. He said this would not be a hasty decision. He felt confident the City would rebound from this problem and agreed with Councilman Casto to reevaluate weekly. He said the Council received information daily from the CDC. He recommended closing the beaches for a week.

Mayor Thomas said when he was on the Bay County Commission, for three years in a row, he came to the City to discuss Spring Break, to be stricter but the situations only worsened. Last year, rules were made and changes occurred. He spoke of the nine miles of beaches which would allow people to spread out. He said the problems were enforcement problems with inadequate enforcement. He referred to photos of large crowds when the Governor said no more than ten people. He said the laws in existence should be enforced.

Councilman Solis concurred with the lack of enforcement, with the Spring Breakers and their go cups. Officers were driving by holes in the sand with no enforcement. He said if the current laws were not enforced, the problems would be bigger next year. However, today's decision would be based on health and welfare. Mayor Thomas added that the social media fed the problem.

Councilman Casto asked Ms. Myers to explain the private property rights on the sandy beach. Ms. Myers said this Ordinance closed the beach accesses and defined the sandy beach. She said she would defer to the City Manager and Police Chief on enforcement. Regarding the beachfront homes, the Police Department would use their

discretion on private property. This Ordinance had no exceptions, but with discretion for property owners with a government ID and penalties provided. As written, the Ordinance would be effective tonight at 7:00 P.M.

Councilman McConnell asked everyone to be responsible. Ms. Myers said this Ordinance was drafted with the Spring Break visitors being the concern. She said enforcement would focus on the visitors and treat the property owners slightly different as they were not the problem.

One of the tv reporters announced that the Governor had just issued an Executive Order closing the restaurants to only carry out and to go orders.

Councilman Solis said with the incubation period being two to fourteen days, the beach closure should be a minimum of two weeks and not continue to piecemeal every week. Councilman Casto recommended once a week. Mr. O'Rourke said a majority of the beaches were closed until further notice. Councilman McConnell said he would not recommend longer than two weeks.

Councilman Casto made the motion to approve Ordinance 1519-E. 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 1:46 P.M.

READ AND APPROVED this 28th 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.

ATTEST:

Mayor

City Clerk

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
POLICE / DREW WHITMAN

2. MEETING DATE:
MAY 28, 2020

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION 20-111 AUTHORIZING CONTRACTS FOR TOWING SERVICES WITH WHITE'S WRECKER SERVICE, LLC AND DISCOUNT TOWING AND RECOVERY, LLC

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

ON FEBRUARY 18, THE CITY COUNCIL AUTHORIZED THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS SEEKING QUALIFIED FIRMS TO PROVIDE ROUTINE AND SPECIALTY TOWING SERVICES IN RESPONSE TO CALLS FOR SERVICE FROM THE CITY'S POLICE DEPARTMENT.

TWO QUALIFIED FIRMS RESPONDED, WHITE'S WRECKER SERVICE, LLC AND DISCOUNT TOWING AND RECOVERY, LLC. EACH FIRM WILL BE CONTRACTED TO PROVIDE ROUTINE TOWING SERVICES ON A ROTATION.

WHITE'S WRECKER SERVICE WAS THE ONLY RESPONDENT QUALIFIED TO PROVIDE SPECIALTY TOWING SERVICES AND WILL BE CONTRACTED TO PROVIDE EXCLUSIVE SPECIALTY TOWING SERVICES IN ADDITION TO ROUTINE SERVICES.

STAFF RECOMMENDS APPROVAL.

RESOLUTION 20-111

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AGREEMENTS WITH WHITE'S WRECKER SERVICE, LLC, AND DISCOUNT TOWING AND RECOVERY, LLC FOR THE PROVISION OF ROUTINE AND SPECIALTY TOWING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and White's Wrecker Service, LLC, for the provision of routine and specialty towing services and a separate agreement with Discount Towing and Recovery, LLC for the provision of routine towing services 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

WRECKER SERVICE AND STORAGE CONTRACT

This Contract, dated _____ is between the City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, FL ("City"), and White's Wrecker Service, LLC dba Gulf County Wrecker Service at 6120 Highway 22, Panama City, FL 32404 ("Contractor").

1. Scope of Work

The City desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to provide year round transportation, removal and impounding of automobiles, vessels, and other vehicles which are removed from the right of way by order of any Police Office of the City, under the authority of the Code of Ordinances of the City of Panama City Beach, the Standard Operating Procedures of the Panama City Beach Police Department and Florida Statutes, within the corporate limits of the City and on any right of way under the City's jurisdiction.

The Contractor will perform Specialty and Routine Towing Services as stated in the attached Scope of Services **Exhibit 1**. The Contractor hereby agrees to provide the services to the City according to the Request for Qualifications (RFQ), said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being incorporated into this agreement as if fully set out herein, to the extent they are not inconsistent with this Agreement.

The Contractor shall, during the Term of this Contract, be deemed an Authorized Wrecker Operator pursuant to Section 323.002 and shall operate in accordance with that section.

2. Term

This Contract shall commence upon execution of the Contract and continue for a five year period. The services rendered under the initial term of the contract are for the period of _____, 2020 through _____, 2023. At the sole discretion of the City the contract may be renewed for up to three (3) several and consecutive one-year periods.

3. Contract Price

Consideration for this Contract shall be limited to the funds collected by the Contractor for services provided under this Contract from the owners or authorized representatives of the owners of motor vehicles. The rates charged by the Contractor for services provided under this Contract shall be limited to the rates established by Panama City Beach Code of Ordinances Section 22-71. A schedule of current rates authorized by the City is attached as **Exhibit 2**, which rates may be modified by the City at any time.

4. Independent Contractor

The Contractor shall at all times relevant to this contract be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of the City.

5. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the City objects to the presence or performance of any employee of Contractor, Contractor shall provide another employee to perform the services to the City under this Contract.

6. Cooperation

Contractor agrees to perform the work as requested. Contractor will cooperate with the City of Panama City Beach Police Department or their designee, and specifically to allow the City and Police to evaluate the performance of the work of this Contract.

7. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract.

8. Police Representatives

The City of Panama City Beach Police Department has authority to designate the work to be done by Contractor under this Contract, to inspect such work, and to resolve questions which arise regarding the work. The Contractor or the Contractor's designee shall comply with any instruction of the City of Panama City Beach Police Department's representative on matters relating to the performance of the work. The City of Panama City Beach Police Department shall have the authority to stop work whenever they deem such action necessary to secure the safe and proper performance of the work under this Contract.

9. Laws, Rules and Regulations

a. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the City, Contractor shall provide proof of such compliance to the City.

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment

eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of the Contractor to comply with the provisions of this section shall constitute grounds for the City to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the City notifies the Contractor of such non-compliance.

10. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance as set forth in the Scope of Services.

Contractor shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the City, its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Contract is

subcontracted to or used by the Contractor.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

12. Duty to Pay Defense Costs and Expenses

a. The Contractor agrees to reimburse and pay on behalf of the City the cost of the City's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification provisions above, or 2) other claims arising out of the Contractor's performance of this Contract and in which the City has prevailed.

b. The City shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

13. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the Contractor:

White's Wrecker Service, LLC dba
Gulf County Wrecker Service
Attn: Richard White
6120 Hwy 22
Panama City, FL 32404

For the City:

City of Panama City Beach
Attn: Tony O'Rourke, City Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

The Contractor shall notify the City of any change to its address. The City will disseminate the address change to all applicable departments and agencies. The Contractor's notification of address change is sufficient if sent by email or facsimile.

14. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the City.

15. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

16. Termination of Contract

The City may terminate this Contract at any time for cause and may also terminate this Contract without cause by giving at least thirty (30) days' prior written notice to Contractor.

17. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The RFQ are next.
- c. The Contractor's proposal.

18. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

19. Drug Free Workplace

All contractors, subcontractors, vendors or consultants of the City shall have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

20. Public Records

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Contractor is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Contractor agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

Executed by:

CITY OF PANAMA CITY BEACH

By: _____
Tony O'Rourke, City Manager

Attest:

Jo Smith, Interim City Clerk

Approved as to form

City Attorney

WHITE'S WRECKER SERVICE, LLC dba
GULF COUNTY WRECKER SERVICE

By: _____
(Authorized Representative)

Its: _____

STATE OF FLORIDA
COUNTY OF BAY

This Contract was acknowledged and subscribed before me the undersigned notary this ___ day of _____, 2020, by _____, as _____ of White's Wrecker Service, LLC dba Gulf County Wrecker Service and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

EXHIBIT 1
SPECIALTY AND ROUTINE TOWING SERVICES
SCOPE OF SERVICES

I. **RESPONSE TIME** – The Respondent is to respond (arrive at the scene) within twenty (20) minutes of notice at any time of the day or night with appropriate equipment at the request of the Panama City Beach Police Department (PCBPD). The Respondent assumes all liability in meeting the twenty (20) minutes response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines. The following penalties shall apply, on an annual basis, to the Respondent for failure to respond within the required timeframe:

- | | |
|--|--|
| A. 1 st & 2 nd offense | Verbal Warning |
| B. 3 rd Offense | Certified Letter of Warning |
| C. 4 th Offense | \$250.00 Fine |
| D. 5 th Offense | \$500.00 Fine or suspension at City's option |
| E. Any Further Offense | \$750.00 Fine, suspension/termination, City's option |

If the Respondent can show extenuating circumstances beyond his control, he may appeal a fine or suspension.

The Respondent is not to hook up or move any vehicle, trailer, vessel or any other vehicle at the scene in any way without first having received instructions from a PCBPD Officer.

II. **SERVICE CALL CANCELLATION** - The City reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The Respondent agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.

III. **ETHICS AND CONDUCT** - The Respondent agrees to conduct operations in an orderly, ethical and businesslike manner. Dealing with the general public can be very sensitive in nature and may require the Respondent and his personnel to do so on a daily basis. Respondents are required to extend common courtesies such as:

- A. To expedite the release of a vehicle, trailer, vessel, or other vehicle in accordance with the terms as set forth by the City and the Panama City Beach Police Department.
- B. To assist the owner of any vehicle in retrieving documents from the vehicle to establish ownership.
- C. To allow the owner to remove the license plate and any unattached personal possessions.
- D. To explain fully and politely the reason for the tow and all charges levied.

- E. If a dispute occurs, the Respondent shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the City no later than the next business day.

IV. RESPONDENT PERSONNEL - The Respondent shall have available sufficient qualified personnel for the operation of the equipment and to staff the office facilities as required to perform as specified. The Respondent shall maintain a State of Florida Department of Motor Vehicles report on each driver, to be updated annually. Each wrecker shall be operated by a driver who must meet the following qualifications:

- A. Possess a valid license in accordance with F.S. 322.
- B. Shall be familiar with the layout of the City streets.
- C. Shall have the physical qualifications necessary to perform the normal tasks required of a tow driver and be familiar with wrecker operations.
- D. Shall wear a uniform with the name of the company.
- E. Shall follow the rules for wrecker operators as outlined in the Panama City Beach Police Standard Operating Procedure (SOP) 1807 – Section IV. (Attached)
- F. Have training in specialized recovery wrecker services, heavy duty wrecker/recovery practices and hazardous materials awareness.
- G. Have knowledge and understanding in Traffic Incident Management including Florida "Open Roads" policy and "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids".
- H. Respondent agrees that the owner(s) of the company or officers of a corporation shall be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.

V. TOW TRUCK MARKINGS - The Respondent agrees to have **no** markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Respondent and the Panama City Beach Police Department. The name, address, and telephone number of the Respondent must be applied as required by section 713.78(6), Florida Statutes.

VI. NOTE: The Respondent will be required to have a minimum of two (2) vehicles available at all times to respond within 20 minutes to a scene on a twenty-four (24) hour basis seven (7) days a week.

VII. INSURANCE REQUIREMENTS – The Respondent shall be insured with liability insurance of not less than \$1,000,000.00 General Liability, \$2,000,000.00

Aggregate and \$50,000.00 "on hook" coverage. Coverage must be shown in the name of the establishment, the amount insured, effective date, and expiration date of said policy.

- VIII. **MAXIMUM RATES FOR TOWING** – Maximum rates are set forth in the City of Panama City Beach Code of Ordinances, section 22-71.
- IX. **STORAGE FACILITIES** – The Respondent will maintain a storage facility or facilities to include a storage garage and outside facilities. Such places of storage shall comply with all provisions of applicable building, zoning, and environmental regulations sufficient to store all vehicles towed by him/her until such vehicle(s) are claimed by the owner or otherwise disposed of legally. Storage facilities must be in compliance with PCBPD SOP 1807 – Section IX. (Attached)
- X. **AGREEMENT TO ABIDE WITH PCBPD POLICY REGARDING PRIVATE TOWING** – The Panama City Beach Police Department's policy with respect to vehicles at the scene of an accident which are not impounded by the Police Department and which require towing by a wrecker shall be as follows:
That any qualified wrecker company requested by a citizen may be called to the scene of an accident by a Police Officer via the police dispatcher. The Panama City Beach Police Department reserves the right to call the Respondent's wrecker to the scene provided the Officer determines that the vehicle is or is likely to become an obstruction or hazard; and that it is in the interest of the health, safety and welfare of the general public to remove the obstruction without undue delay. In the event that the citizen does not have a preference of wrecker services, the Respondent's wrecker will be summoned to the scene.
- XI. **GENERAL AND LEGAL REQUIREMENTS** - Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. This RFQ, responses from Respondents and resulting awards from this RFQ shall be governed by the laws of the State of Florida. Any legal actions between the City of Panama City Beach, The Panama City Beach Police Department and the successful Respondent shall be brought in Bay County, Florida.
- XII. **EQUIPMENT REQUIREMENTS** – The Respondent is to provide the minimum number of wreckers in each classification listed below. If additional wreckers in any or all classes are required to handle the volume of tows requested, the

Respondent is to provide them at no cost to the City. Respondent agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total service requirements.

For Specialty and Routine Services:

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service shall be used by the Respondent as an emergency vehicle. All towing vehicles must be equipped with a two-way radio (CB radio does not meet the requirement) or cellular telephone capable of covering all assigned territories. The Respondent shall have full control and total availability of all equipment listed below in his/her inventory.

Towing/Recovery vehicles of all classes should include the following:

- A. A cradle, tow plate or tow sling to pick up vehicles. The cradle, tow plate or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage the vehicle to be towed.
- B. Dual rear wheels.
- C. Clearance and marker lights and all other equipment as required by Florida Statutes.
- D. A rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides. The amber lights shall be engaged at all times while on the scene and during the tow from the scene.
- E. At least one (1) heavy duty push broom with a minimum width of 24 inches on each vehicle.
- F. One (1) square shovel on each vehicle.
- G. One (1) long handled axe on each vehicle.
- H. One (1) crowbar or pry bar.
- I. A minimum of one (1) four (4) pound CO₂ or dry chemical fire extinguisher. It must be of an approved type and have a current inspection tag attached.
- J. One (1) pair bolt cutters on each vehicle.
- K. One (1) set of jumper cables on each vehicle.
- L. A minimum of one (1) four (4) way lug wrench on each vehicle.
- M. At least one (1) charged flashlight on each vehicle.
- N. A minimum of five (5) thirty minute fuses (flares) on each vehicle.
- O. One snatch block for each winch with manufacturer's rating to match winch.
- P. Extra towing chain 6-8 feet in length with hooks on each vehicle.
- Q. Dollies.
- R. Flood lights mounted on the hoists.

- S. A wheel lift to enable transport of all types of vehicles without damage.
- T. Fifty (50) pounds of sand or suitable equivalent on each vehicle.

For Routine Towing Services:

A. Class "A" Towing/Recovery Vehicle

Quantity: Two (2), including flatbed/slide back carriers

1. To be used for the removal of cars, light trucks, or vehicles weighing 10,000 pounds gross vehicle weight (GVW) or less. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 10,000 GVW with a boom and winch having a manufacturer's rating of at least 4+ ton capacity mounted on the chassis. In addition, operators may use a roll back or slide back carrier.
2. A minimum of 100 feet of 3/8 inch cable.
3. Vehicles which are equipped with wheel lifts or the equivalent may also qualify as Class "A" wreckers as long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 pounds lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only.
4. Class "A" roll back or slide back wreckers must have a minimum of a one-ton truck with a 16 foot bed, dual wheels and one winch with an 8,000 pound capacity. It must also have a minimum of 50 feet of 3/8 inch cable, 2 spot (flood) lights mounted on the rear of the carrier, and a minimum of 2 safety tie-down chains at least 10 feet each in length.

B. Class "B" Towing/Recovery Vehicle

Quantity: Two (2)

1. To be used for removal of medium duty trucks or vehicles weighing 20,000 pounds GVW or less. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 20,000 GVW with a boom and twin winches having a manufacturer's rating of at least 10+ ton capacity mounted on the chassis.
2. A minimum of at least 1/2 inch cable on each drum.
3. Flood lights on the hoist.
4. Dual rear tires.

For Problematic/Specialty Towing Services:

A. Class "C" Towing/Recovery Vehicle

Quantity: Two (2)

1. To be used for the removal of heavy trucks, house trailers, buses or vehicles weighing over 20,000 pounds GVW. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 30,000 pounds GVW or 50,000 pounds GVW for tandem axle trucks with a boom and twin winches having a manufacturer's rating of at least 25+ ton capacity mounted on the chassis.
2. A minimum of 200 feet of at least 5/8 inch cable on each drum.
3. Air brakes so constructed as to lock the rear wheels automatically upon failure.
4. External air hook-up hoses to supply air to disabled vehicles.
5. One (1) set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.
6. Flood lights on the hoist.

B. Class "A" Off Road Towing/Recovery Vehicle

Quantity: One (1)

1. Must be 4-wheel drive. It shall have a minimum GVW rating of 14,500 pounds with a 16,000 pound boom capacity and an 8,000 pound winching capacity.
2. A minimum of 100 feet of at least 3/8 inch cable.
3. The wheel lift must have a minimum rating of 5,000 pounds retracted and 4,000 pounds extended.
4. A minimum safe lift rating of 3,500 pounds for the tow sling.
5. Must have two (2) safety chains 5/16 inch Grade 70.

C. Special Equipment

1. Equipment such as a lowboy, air cushions, or major street clean up equipment does not have to be a part of the Respondent's inventory. However, Respondent must demonstrate, to satisfaction, that such equipment is immediately available to him/her when/if the need occurs.
2. One (1) Company owned or leased 50 ton hydraulic, extendable, fixed boom towing/recovery vehicle with a boom structural rating of 100,000 pounds or rotator type towing/recovery vehicle with the same capacity or greater. A minimum of 2 planetary winches with a manufacturer's rating of 50,000 pounds each and 200 feet of 3/4 inch cable. The boom shall extend a minimum of 150 inches beyond the tailgate. The boom shall elevate to a working height of 21 feet. The truck chassis shall be

a minimum of 62,000 pounds GVW. It shall be equipped with an under reach tow unit with a capacity of 50,000 pounds. The chassis must be designed for or reinforced for severe service. The drive line shall also be designed for severe service and geared for the low end, high torque applications frequently required for quick clearance and relocation of loaded, wrecked heavy trucks – in some cases while they are still overturned.

3. One (1) Company owned or leased 35 ton capacity rotator type heavy duty towing/recovery vehicle or extendable boom towing/recovery vehicle with the same capacity or greater. The Respondent may request to substitute a mobile crane for the rotator. To be considered, the mobile crane shall have a minimum capacity of 35 tons and be equipped for truck crash recovery with appropriate tool supplies and rigging. A valid OSHA certified crane operator certification is required. The City reserves the right to approve or reject the request to substitute a crane for the rotator towing/recovery vehicle.
4. One (1) Company owned or leased support vehicle with an enclosed or utility body and a roof mounted DOT approved Manual Uniform Traffic Control device (MUTCD) type B arrow board. The truck should be stocked with MUTCD equipment and the additional tools, equipment and materials needed to perform total service requirements.
5. One (1) Company owned or leased heavy duty skid steer loader with bucket, broom, and fork attachments. The loader should have the capability to load a dump truck.
6. One (1) Company owned or leased tandem axle tractor with sliding 5th wheel.

EXHIBIT 2
(SECTION 22-71, CITY CODE OF ORDINANCES)

Sec. 22-71. - Rates.

When any vehicle is towed or otherwise removed from private property within the City at the request of a private property owner or the City's Police Department to remove a wrecked or disabled vehicle from an accident scene, it shall be unlawful for any person to charge or file a lien to collect any type of fee other than fees set forth herein for which the City Council has set specific rates, or to charge or file a lien to collect for towing or storage or other services in excess of the rates provided below:

- Towing Charges:* (1)
- CLASS A wrecker:** a.
- (i.)
Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m. \$87.50
If "dolly" required, an additional \$20.00
- (ii.)
Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m. \$97.50
If "dolly" required, an additional \$20.00
- CLASS B wrecker:** b.
- (i.)
Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m. \$115.00
- (ii.)
Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m. \$125.00
- CLASS C wrecker:** \$220.00 c.
- Storage Charges:* (2)
- CLASS A wrecker:** a.
- First six (6) hours No Charge
- b.
After six (6) hours, per twenty-four (24) hour period or fraction thereof:
- Outside \$15.00

Inside \$20.00

c.

CLASS B wrecker:

First six (6) hours No Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof \$20.00

d.

CLASS C wrecker:

First six (6) hours No Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof \$30.00

(3)

Administrative Charges: A maximum of thirty dollars (\$30.00) may be charged to the owner of a vehicle towed and subsequently stored for more than twenty-four (24) hours, for the costs of preparing, filing or mailing of any forms or notices required by law.

(4)

Mileage Rate: Per mile for travel and towing of a vehicle outside of the ten-mile radius from the wrecker operator's place of business:

a.

CLASS A wrecker: \$3.00

b.

CLASS B wrecker: \$4.00

c.

CLASS C wrecker: \$4.00

(5)

Hourly Rate: For waiting or working time on scene which requires removal of submerged or overturned vehicles, or retrieval of vehicles from ditches, following the first thirty (30) minutes of working or waiting time for which there shall be no charge imposed:

a.

CLASS A wrecker:

Per hour \$78.00

Per ¼ hour \$19.50

b.

CLASS B wrecker:

Per hour \$80.00

Per ¼ hour \$20.00

c.

CLASS C wrecker:

Per hour \$175.00

Per ¼ hour \$43.75

(Ord. No. 364, § 1, 5-31-90; Ord. No. 395, § 1, 6-11-92; Ord. No. 935, § 1, 3-24-05; Ord. No. 1080, § 1, 7-26-07; Ord. No. 1105, § 1, 2-14-08; Ord. No. 1134, § 1, 10-9-08)

WRECKER SERVICE AND STORAGE CONTRACT

This Contract, dated _____ is between the City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, FL ("City"), and Discount Towing and Recovery, LLC at 2798 East 5th Street, Panama City, FL 324001 ("Contractor").

1. Scope of Work

The City desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to provide year round transportation, removal and impounding of automobiles, vessels, and other vehicles which are removed from the right of way by order of any Police Office of the City, under the authority of the Code of Ordinances of the City of Panama City Beach, the Standard Operating Procedures of the Panama City Beach Police Department and Florida Statutes, within the corporate limits of the City and on any right of way under the City's jurisdiction.

The Contractor will perform Routine Towing Services as stated in the attached Scope of Services **Exhibit 1**. The Contractor hereby agrees to provide the services to the City according to the Request for Qualifications (RFQ), said documents being incorporated into this agreement as if fully set out herein, and the Contractor's response thereto, said documents being incorporated into this agreement as if fully set out herein, to the extent they are not inconsistent with this Agreement.

The Contractor shall, during the Term of this Contract, be deemed an Authorized Wrecker Operator pursuant to Section 323.002 and shall operate in accordance with that section.

2. Term

This Contract shall commence upon execution of the Contract and continue for a five year period. The services rendered under the initial term of the contract are for the period of _____, 2020 through _____, 2023. At the sole discretion of the City the contract may be renewed for up to three (3) several and consecutive one-year periods.

3. Contract Price

Consideration for this Contract shall be limited to the funds collected by the Contractor for services provided under this Contract from the owners or authorized representatives of the owners of motor vehicles. The rates charged by the Contractor for services provided under this Contract shall be limited to the rates established by Panama City Beach Code of Ordinances Section 22-71. A schedule of current rates authorized by the City is attached as **Exhibit 2**, which rates may be modified by the City at any time.

4. Independent Contractor

The Contractor shall at all times relevant to this contract be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of the City.

5. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the City objects to the presence or performance of any employee of Contractor, Contractor shall provide another employee to perform the services to the City under this Contract.

6. Cooperation

Contractor agrees to perform the work as requested. Contractor will cooperate with the City of Panama City Beach Police Department or their designee, and specifically to allow the City and Police to evaluate the performance of the work of this Contract.

7. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract.

8. Police Representatives

The City of Panama City Beach Police Department has authority to designate the work to be done by Contractor under this Contract, to inspect such work, and to resolve questions which arise regarding the work. The Contractor or the Contractor's designee shall comply with any instruction of the City of Panama City Beach Police Department's representative on matters relating to the performance of the work. The City of Panama City Beach Police Department shall have the authority to stop work whenever they deem such action necessary to secure the safe and proper performance of the work under this Contract.

9. Laws, Rules and Regulations

a. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the City, Contractor shall provide proof of such compliance to the City.

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of the Contractor to comply with the provisions of this section shall constitute grounds for the City to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the City notifies the Contractor of such non-compliance.

10. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance as set forth in the Scope of Services.

Contractor shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the City, its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Contract is subcontracted to or used by the Contractor.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

12. Duty to Pay Defense Costs and Expenses

a. The Contractor agrees to reimburse and pay on behalf of the City the cost of the City's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification provisions above, or 2) other claims arising out of the Contractor's performance of this Contract and in which the City has prevailed.

b. The City shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

13. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the Contractor:

Discount Towing & Recovery, LLC
Attn: Todd Neiheiser
2798 East 5th Street
Panama City, FL 32401

For the City:

City of Panama City Beach
Attn: Tony O'Rourke, City Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

The Contractor shall notify the City of any change to its address. The City will disseminate the address change to all applicable departments and agencies. The Contractor's notification of address change is sufficient if sent by email or facsimile.

14. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the City.

15. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

16. Termination of Contract

The City may terminate this Contract at any time for cause and may also terminate this Contract without cause by giving at least thirty (30) days' prior written notice to Contractor.

17. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The RFQ are next.
- c. The Contractor's proposal.

18. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

19. Drug Free Workplace

All contractors, subcontractors, vendors or consultants of the City shall have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

20. Public Records

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Contractor is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Contractor agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

Executed by:

CITY OF PANAMA CITY BEACH

By: _____
Tony O'Rourke, City Manager

Attest:

Jo Smith, Interim City Clerk

Approved as to form

City Attorney

DISCOUNT TOWING & RECOVERY, LLC

By: _____
(Authorized Representative)

Its: _____

STATE OF FLORIDA
COUNTY OF BAY

This Contract was acknowledged and subscribed before me the undersigned notary this ___ day of _____, 2020, by _____, as _____ of Discount Towing and Recovery, LLC and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

EXHIBIT 1
ROUTINE TOWING SERVICES
SCOPE OF SERVICES

I. **RESPONSE TIME** – The Respondent is to respond (arrive at the scene) within twenty (20) minutes of notice at any time of the day or night with appropriate equipment at the request of the Panama City Beach Police Department (PCBPD). The Respondent assumes all liability in meeting the twenty (20) minutes response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines. The following penalties shall apply, on an annual basis, to the Respondent for failure to respond within the required timeframe:

- | | |
|--|--|
| A. 1 st & 2 nd offense | Verbal Warning |
| B. 3 rd Offense | Certified Letter of Warning |
| C. 4 th Offense | \$250.00 Fine |
| D. 5 th Offense | \$500.00 Fine or suspension at City's option |
| E. Any Further Offense | \$750.00 Fine, suspension/termination, City's option |

If the Respondent can show extenuating circumstances beyond his control, he may appeal a fine or suspension.

The Respondent is not to hook up or move any vehicle, trailer, vessel or any other vehicle at the scene in any way without first having received instructions from a PCBPD Officer.

II. **SERVICE CALL CANCELLATION** - The City reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The Respondent agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.

III. **ETHICS AND CONDUCT** - The Respondent agrees to conduct operations in an orderly, ethical and businesslike manner. Dealing with the general public can be very sensitive in nature and may require the Respondent and his personnel to do so on a daily basis. Respondents are required to extend common courtesies such as:

- A. To expedite the release of a vehicle, trailer, vessel, or other vehicle in accordance with the terms as set forth by the City and the Panama City Beach Police Department.
- B. To assist the owner of any vehicle in retrieving documents from the vehicle to establish ownership.
- C. To allow the owner to remove the license plate and any unattached personal possessions.
- D. To explain fully and politely the reason for the tow and all charges levied.

- E. If a dispute occurs, the Respondent shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the City no later than the next business day.
- IV. **RESPONDENT PERSONNEL** - The Respondent shall have available sufficient qualified personnel for the operation of the equipment and to staff the office facilities as required to perform as specified. The Respondent shall maintain a State of Florida Department of Motor Vehicles report on each driver, to be updated annually. Each wrecker shall be operated by a driver who must meet the following qualifications:
- A. Possess a valid license in accordance with F.S. 322.
 - B. Shall be familiar with the layout of the City streets.
 - C. Shall have the physical qualifications necessary to perform the normal tasks required of a tow driver and be familiar with wrecker operations.
 - D. Shall wear a uniform with the name of the company.
 - E. Shall follow the rules for wrecker operators as outlined in the Panama City Beach Police Standard Operating Procedure (SOP) 1807 – Section IV. (Attached)
 - F. Have training in specialized recovery wrecker services, heavy duty wrecker/recovery practices and hazardous materials awareness.
 - G. Have knowledge and understanding in Traffic Incident Management including Florida "Open Roads" policy and "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids".
 - H. Respondent agrees that the owner(s) of the company or officers of a corporation shall be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.
- V. **TOW TRUCK MARKINGS** - The Respondent agrees to have **no** markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Respondent and the Panama City Beach Police Department. The name, address, and telephone number of the Respondent must be applied as required by section 713.78(6), Florida Statutes.
- VI. **NOTE:** The Respondent will be required to have a minimum of two (2) vehicles available at all times to respond within 20 minutes to a scene on a twenty-four (24) hour basis seven (7) days a week.
- VII. **INSURANCE REQUIREMENTS** – The Respondent shall be insured with liability insurance of not less than \$1,000,000.00 General Liability, \$2,000,000.00 Aggregate and \$50,000.00 "on hook" coverage. Coverage must

be shown in the name of the establishment, the amount insured, effective date, and expiration date of said policy.

- VIII. **MAXIMUM RATES FOR TOWING** – Maximum rates are set forth in the City of Panama City Beach Code of Ordinances, section 22-71.
- IX. **STORAGE FACILITIES** – The Respondent will maintain a storage facility or facilities to include a storage garage and outside facilities. Such places of storage shall comply with all provisions of applicable building, zoning, and environmental regulations sufficient to store all vehicles towed by him/her until such vehicle(s) are claimed by the owner or otherwise disposed of legally. Storage facilities must be in compliance with PCBPD SOP 1807 – Section IX. (Attached)
- X. **AGREEMENT TO ABIDE WITH PCBPD POLICY REGARDING PRIVATE TOWING** – The Panama City Beach Police Department's policy with respect to vehicles at the scene of an accident which are not impounded by the Police Department and which require towing by a wrecker shall be as follows:
That any qualified wrecker company requested by a citizen may be called to the scene of an accident by a Police Officer via the police dispatcher. The Panama City Beach Police Department reserves the right to call the Respondent's wrecker to the scene provided the Officer determines that the vehicle is or is likely to become an obstruction or hazard; and that it is in the interest of the health, safety and welfare of the general public to remove the obstruction without undue delay. In the event that the citizen does not have a preference of wrecker services, the Respondent's wrecker will be summoned to the scene.
- XI. **GENERAL AND LEGAL REQUIREMENTS** - Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. This RFQ, responses from Respondents and resulting awards from this RFQ shall be governed by the laws of the State of Florida. Any legal actions between the City of Panama City Beach, The Panama City Beach Police Department and the successful Respondent shall be brought in Bay County, Florida.
- XII. **EQUIPMENT REQUIREMENTS** – The Respondent is to provide the minimum number of wreckers in each classification listed below. If additional wreckers in any or all classes are required to handle the volume of tows requested, the Respondent is to provide them at no cost to the City. Respondent agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total service requirements.

For Routine Services:

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service shall be used by the Respondent as an emergency vehicle. All towing vehicles must be equipped with a two-way radio (CB radio does not meet the requirement) or cellular telephone capable of covering all assigned territories. The Respondent shall have full control and total availability of all equipment listed below in his/her inventory.

Towing/Recovery vehicles of all classes should include the following:

- A. A cradle, tow plate or tow sling to pick up vehicles. The cradle, tow plate or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage the vehicle to be towed.
- B. Dual rear wheels.
- C. Clearance and marker lights and all other equipment as required by Florida Statutes.
- D. A rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides. The amber lights shall be engaged at all times while on the scene and during the tow from the scene.
- E. At least one (1) heavy duty push broom with a minimum width of 24 inches on each vehicle.
- F. One (1) square shovel on each vehicle.
- G. One (1) long handled axe on each vehicle.
- H. One (1) crowbar or pry bar.
- I. A minimum of one (1) four (4) pound CO2 or dry chemical fire extinguisher. It must be of an approved type and have a current inspection tag attached.
- J. One (1) pair bolt cutters on each vehicle.
- K. One (1) set of jumper cables on each vehicle.
- L. A minimum of one (1) four (4) way lug wrench on each vehicle.
- M. At least one (1) charged flashlight on each vehicle.
- N. A minimum of five (5) thirty minute fuses (flares) on each vehicle.
- O. One snatch block for each winch with manufacturer's rating to match winch.
- P. Extra towing chain 6-8 feet in length with hooks on each vehicle.
- Q. Dollies.
- R. Flood lights mounted on the hoists.
- S. A wheel lift to enable transport of all types of vehicles without damage.
- T. Fifty (50) pounds of sand or suitable equivalent on each vehicle.

For Routine Towing Services:

A. Class "A" Towing/Recovery Vehicle

Quantity: Two (2), including flatbed/slide back carriers

1. To be used for the removal of cars, light trucks, or vehicles weighing 10,000 pounds gross vehicle weight (GVW) or less. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 10,000 GVW with a boom and winch having a manufacturer's rating of at least 4+ ton capacity mounted on the chassis. In addition, operators may use a roll back or slide back carrier.
2. A minimum of 100 feet of 3/8 inch cable.
3. Vehicles which are equipped with wheel lifts or the equivalent may also qualify as Class "A" wreckers as long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 pounds lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only.
4. Class "A" roll back or slide back wreckers must have a minimum of a one-ton truck with a 16 foot bed, dual wheels and one winch with an 8,000 pound capacity. It must also have a minimum of 50 feet of 3/8 inch cable, 2 spot (flood) lights mounted on the rear of the carrier, and a minimum of 2 safety tie-down chains at least 10 feet each in length.

B. Class "B" Towing/Recovery Vehicle

Quantity: Two (2)

1. To be used for removal of medium duty trucks or vehicles weighing 20,000 pounds GVW or less. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 20,000 GVW with a boom and twin winches having a manufacturer's rating of at least 10+ ton capacity mounted on the chassis.
2. A minimum of at least 1/2 inch cable on each drum.
3. Flood lights on the hoist.
4. Dual rear tires.

EXHIBIT 2
(SECTION 22-71, CITY CODE OF ORDINANCES)

Sec. 22-71. - Rates.

When any vehicle is towed or otherwise removed from private property within the City at the request of a private property owner or the City's Police Department to remove a wrecked or disabled vehicle from an accident scene, it shall be unlawful for any person to charge or file a lien to collect any type of fee other than fees set forth herein for which the City Council has set specific rates, or to charge or file a lien to collect for towing or storage or other services in excess of the rates provided below:

Towing Charges: (1)

CLASS A wrecker: a.

Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m. \$87.50 (i.)
If "dolly" required, an additional \$20.00

Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m. \$97.50 (ii.)
If "dolly" required, an additional \$20.00

CLASS B wrecker: b.

Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m. \$115.00 (i.)
Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m. \$125.00 (ii.)

CLASS C wrecker: \$220.00 c.

Storage Charges: (2)

CLASS A wrecker: a.

First six (6) hours No Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof: b.

Outside \$15.00

Inside \$20.00

c.

CLASS B wrecker:

First six (6) hours No Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof \$20.00

d.

CLASS C wrecker:

First six (6) hours No Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof \$30.00

(3)

Administrative Charges: A maximum of thirty dollars (\$30.00) may be charged to the owner of a vehicle towed and subsequently stored for more than twenty-four (24) hours, for the costs of preparing, filing or mailing of any forms or notices required by law.

(4)

Mileage Rate: Per mile for travel and towing of a vehicle outside of the ten-mile radius from the wrecker operator's place of business:

a.

CLASS A wrecker: \$3.00

b.

CLASS B wrecker: \$4.00

c.

CLASS C wrecker: \$4.00

(5)

Hourly Rate: For waiting or working time on scene which requires removal of submerged or overturned vehicles, or retrieval of vehicles from ditches, following the first thirty (30) minutes of working or waiting time for which there shall be no charge imposed:

a.

CLASS A wrecker:

Per hour \$78.00

Per ¼ hour \$19.50

b.

CLASS B wrecker:

Per hour \$80.00

Per ¼ hour \$20.00

C.

CLASS C wrecker:

Per hour \$175.00

Per ¼ hour \$43.75

(Ord. No. 364, § 1, 5-31-90; Ord. No. 395, § 1, 6-11-92; Ord. No. 935, § 1, 3-24-05; Ord. No. 1080, § 1, 7-26-07; Ord. No. 1105, § 1, 2-14-08; Ord. No. 1134, § 1, 10-9-08)

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA / David O. Campbell

2. MEETING DATE:

5/28/2020

3. REQUESTED MOTION/ACTION:

Approve the Landscape Maintenance Services agreement for the CRA right of way with Rotolo Consultants, Inc. in the amount of \$224,602.54 per year.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Staff solicited bids for Landscaping Maintenance Services for the City's Community Redevelopment Agency. The current landscape maintenance contractual period for the CRA expired on April 30, 2020

A solicitation for Landscape Maintenance Service bids was publicly advertised on April 20, 2020 and April 27, 2020 and 2 bidders responded. Both bidders were deemed responsive. Staff has reviewed the bids, and the apparent responsive low bidder is Rotolo Consultants, Inc., formally Bay Landscape, in the amount of \$223,172.10 per year. The first year will also include a cost of \$1,430.44 for irrigation zone mapping, for a total first year cost of \$224,602.54. This is a two (2) year contract with an option to extend it three (3) successive and consecutive one (1) year periods.

Staff recommends awarding the Landscape Maintenance Services Contract to Rotolo Consultants, Inc. in the basic annual amount of \$223,172.10.

The landscape service is budgeted in the CRA department for FY 19/20. This contract, if approved, will begin June 1, 2020. Attached is a copy of the bid tabulation, draft agreement, and notice of award.

LANDSCAPE MAINTENANCE SERVICES - CRA FY2020

BID TABULATION

May 19, 2020 - 2:00 PM

BIDDER	ADDRESS	Bid Bond	Public Entity Crimes	Drug Free	Insurance	Add#1	Add#2	Lump Sum Total
Rotolo Consultants, Inc.	104 Estes Place Panama City Beach, FL. 32413	X	X	X	X	X	X	\$224,602.54
BrightVeiw Landscaping	148 Shannon Ln. Santa Rosa Beach, Fl. 32459	X	X	X	X	X	X	\$280,301.00

X -Means that mandatory Items were included in Bid submittals

RESOLUTION 20-112

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ROTOLO CONSULTANTS, INC. FOR LANDSCAPE MAINTENANCE SERVICES WITHIN THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA, IN THE ANNUAL AMOUNT OF \$223,172.10.

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 Rotolo Consultants, Inc., for landscape maintenance services within the Front Beach Road Community Redevelopment Area, in the annual amount of Two Hundred Twenty Three Thousand, One Hundred Seventy Two Dollars and Ten Cents (\$223,172.10), together with a first year only cost of \$1,430.44 for irrigation zone mapping, 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

PANAMA CITY BEACH – “LANDSCAPE MAINTENANCE SERVICES – COMMUNITY REDEVELOPMENT AGENCY – FY2020”

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Rotolo Consultants, Inc., doing business as a corporation, having a business address of 104 Estes Place, Panama City Beach, FL 32413 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of “ **LANDSCAPE MAINTENANCE SERVICES – COMMUNITY REDEVELOPMENT AGENCY – FY2020**”, 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. **The agreement shall be for a term of two (2) years commencing June 1, 2020. The City of Panama City Beach will reserve the right to extend the Agreement upon the same terms and conditions for three (3) successive and consecutive one (1) Year Periods.**

3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the annual sum of \$223,172.10, plus a one time sum of \$1,430.44 in the first year of the contract for irrigation mapping, as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

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

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00080	NOTICE OF AWARD

Section 00090	NOTICE TO PROCEED
Section 00095	DRUG FREE WORKPLACE
Section 00097	PUBLIC ENTITY CRIMES
Section 00099	CERTIFICATE OF INSURANCE
Section 01000	GENERAL TERMS AND CONDITIONS
Section 01010	SUMMARY OF WORK

ATTACHMENTS:

BID SPECIFICATION & ORIGINAL LANDSCAPE & IRRIGATION PLANS
(highlighted to show boundaries) Prepared by the City of Panama City Beach

ADDENDA:

No. 1, dated May 7, 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".

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

appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Parkway

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

If to Contractor:

Rotolo Consultants, Inc.

104 Estes Place

Panama City Beach, FL 32413
ATTENTION: _____
Fax No.: _____

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

9. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
10. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
11. Should any provision of the Agreement be determined by a court with

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

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

13. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be David O. Campbell, PE, CRA Manager.

14. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

Contractor's obligation to indemnify and hold harmless under this Section will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

15. 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 subcontractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or

cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

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

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 two (2) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG

20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

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

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:
ROTOLO CONSULTANTS, INC.

ATTEST:

BY:

NAME

(Please Type)

NAME:

(Please Type)

ADDRESS: 104 Estes Place,
Panama City Beach, FL 32413

[END OF SECTION 00050]

PANAMA CITY BEACH – “LANDSCAPE MAINTENANCE SERVICES – COMMUNITY REDEVELOPMENT AGENCY – FY2020”

SECTION 00030

BID PROPOSAL FORM

This proposal of Rotolo Consultants, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Louisiana, doing business as a corporation (a corporation, a partnership or an individual), 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 **Panama City Beach – Landscape Maintenance Services – Community Redevelopment Agency** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. The agreement shall be for a term of two (2) years commencing June 1, 2020. The City of Panama City Beach will reserve the right to extend the Agreement upon the same terms and conditions for three (3) successive and consecutive one (1) Year Periods.

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

BIDDER hereby agrees to commence WORK under the **CONTRACT DOCUMENTS** within ten (10) calendar days after the **NOTICE TO PROCEED** to be issued by Owner in writing.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1
Addendum No. 2
Addendum No. _____

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sums:

• S. Thomas Dr:	\$	<u>54,508.88</u>	<u>Per Year.</u>
• Front Beach Rd Seg 1:	\$	<u>27,746.61</u>	<u>Per Year.</u>
• Front Beach Rd Seg 2:	\$	<u>42,385.56</u>	<u>Per Year.</u>
• Churchwell Dr:	\$	<u>22,711.70</u>	<u>Per Year.</u>
• R. Jackson Blvd:	\$	<u>25,260.98</u>	<u>Per Year.</u>
• Powell Adams Rd:	\$	<u>8,060.11</u>	<u>Per Year.</u>
• Fire Station 30	\$	<u>7,050.12</u>	<u>Per Year.</u>
• *Front Beach Rd Long Beach Pond	\$	<u>7,288.34</u>	<u>Per Year.</u>
• *Churchwell Dr Pond	\$	<u>4,429.72</u>	<u>Per Year.</u>
• *R. Jackson Blvd Pond	\$	<u>19,004.18</u>	<u>Per Year.</u>
• *Powell Adams Rd Pond	\$	<u>4,725.90</u>	<u>Per Year.</u>
Total Annual Lump Sum:	\$	<u>223,172.10</u>	<u>Per Year.</u>
• Total Irrigation Zone Mapping	\$	<u>1,430.44</u>	<u>.</u>
Grand Total	\$	<u>224,602.54</u>	<u>.</u>

*Specific ponds notated above may be removed from maintenance contract and maintained by the Owner.

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:

[Remainder of this page purposely left blank]

BID SCHEDULE

1) SOUTH THOMAS DR LANDSCAPE MAINTENANCE SERVICES

BASE BID - LUMP SUM

Description	Unit*	Total
Grass Cutting	40/yr.	\$ 3,116.66
Edging and Trimming	40/yr.	\$ 10,931.57
Labor for Irrigation Monitoring & Maintenance	Lump Sum	\$ 4,110.82
Pruning and Trimming	Lump Sum	\$ 15,961.88
Fertilization & Pest Control	Lump Sum	\$ 5,737.15
Herbicide & Fungicide	Lump Sum	\$ 4,198.72
Mulching (Labor Only)	2/Yr.	\$ 10,452.08
Annual Cost (Fixed Lump Sum)		\$ 54,508.88

2) FRONT BEACH RD Segment 1 LANDSCAPE MAINTENANCE SERVICES

BASE BID - LUMP SUM

Description	Unit*	Total
Grass Cutting	40/yr.	\$ 1,794.04
Edging and Trimming	40/yr.	\$ 3,479.40
Labor for Irrigation Monitoring & Maintenance	Lump Sum	\$ 4,062.83
Pruning and Trimming	Lump Sum	\$ 7,234.91
Fertilization & Pest Control	Lump Sum	\$ 3,360.37
Herbicide & Fungicide	Lump Sum	\$ 2,387.47
Mulching (Labor Only)	2/Yr.	\$ 5,427.58
Annual Cost (Fixed Lump Sum)		\$ 27,746.61

*In accordance with the Grass Cutting matrix set forth in the Scope of Work

BID SCHEDULE (Continued...)

3) FRONT BEACH RD Segment 2 LANDSCAPE MAINTENANCE SERVICES

BASE BID - LUMP SUM

Description	Unit*	Total
Grass Cutting	40/yr.	\$ 2,438.07
Edging and Trimming	40/yr.	\$ 11,950.42
Labor for Irrigation Monitoring & Maintenance	Lump Sum	\$ 0.00
Pruning and Trimming	Lump Sum	\$ 13,166.40
Fertilization & Pest Control	Lump Sum	\$ 4,874.70
Herbicide & Fungicide	Lump Sum	\$ 2,728.56
Mulching (Labor Only)	2/Yr.	\$ 7,227.40
Annual Cost (Fixed Lump Sum)		\$ 42,385.56

4) CHURCHWELL DRIVE LANDSCAPE MAINTENANCE SERVICES

BASE BID - LUMP SUM

Description	Unit*	Total
Grass Cutting	40/yr.	\$ 1,576.09
Edging and Trimming	40/yr.	\$ 6,398.14
Labor for Irrigation Monitoring & Maintenance	Lump Sum	\$ 2,721.99
Pruning and Trimming	Lump Sum	\$ 4,695.37
Fertilization & Pest Control	Lump Sum	\$ 3,309.38
Herbicide & Fungicide	Lump Sum	\$ 1,039.16
Mulching (Labor Only)	2/Yr.	\$ 2,971.58
Annual Cost (Fixed Lump Sum)		\$ 22,711.70

*In accordance with the Grass Cutting matrix set forth in the Scope of Work

BID SCHEDULE (Continued...)

5) R. JACKSON BLVD LANDSCAPE MAINTENANCE SERVICES

BASE BID - LUMP SUM

Description	Unit*	Total
Grass Cutting	40/yr.	\$ 1,748.46
Edging and Trimming	40/yr.	\$ 10,126.22
Labor for Irrigation Monitoring & Maintenance	Lump Sum	\$ 2,179.01
Pruning and Trimming	Lump Sum	\$ 4,681.95
Fertilization & Pest Control	Lump Sum	\$ 3,194.97
Herbicide & Fungicide	Lump Sum	\$ 855.62
Mulching (Labor Only)	2/Yr.	\$ 2,474.75
Annual Cost (Fixed Lump Sum)		\$ 25,260.98

6) POWELL ADAMS ROAD LANDSCAPE MAINTENANCE SERVICES

BASE BID - LUMP SUM

Description	Unit*	Total
Grass Cutting	40/yr.	\$ 975.08
Edging and Trimming	40/yr.	\$ 1,520.41
Labor for Irrigation Monitoring & Maintenance	Lump Sum	\$ 470.89
Pruning and Trimming	Lump Sum	\$ 1,541.77
Fertilization & Pest Control	Lump Sum	\$ 1,863.11
Herbicide & Fungicide	Lump Sum	\$ 554.59
Mulching (Labor Only)	2/Yr.	\$ 1,134.26
Annual Cost (Fixed Lump Sum)		\$ 8,060.11

*In accordance with the Grass Cutting matrix set forth in the Scope of Work.

BID SCHEDULE (Continued...)

7) Panama City Beach Fire Station 30

BASE BID - LUMP SUM

Description	Unit*	Total
Grass Cutting	40/yr.	\$ 2,291.98
Edging and Trimming	40/yr.	\$ 1,400.13
Labor for Irrigation Monitoring & Maintenance	Lump Sum	\$ 691.20
Pruning and Trimming	Lump Sum	\$ 297.08
Fertilization & Pest Control	Lump Sum	\$ 2,126.40
Herbicide & Fungicide	Lump Sum	\$ 102.72
Mulching (Labor Only)	2/Yr.	\$ 140.61
Annual Cost (Fixed Lump Sum)		\$ 7,050.12

8) *Front Beach Rd Long Beach Pond

BASE BID - LUMP SUM

Description	Unit*	Total
Grass Cutting	40/yr.	\$ 2,117.47
Edging and Trimming	40/yr.	\$ 223.89
Pruning and Trimming	Lump Sum	\$ 2,271.99
Herbicide (fence line as needed)	Lump Sum	\$ 2,674.99
Annual Cost (Fixed Lump Sum)		\$ 7,288.34

9) *Churchwell Dr Pond

BASE BID - LUMP SUM

Description	Unit*	Total
Grass Cutting	40/yr.	\$ 693.90
Edging and Trimming	40/yr.	\$ 1,266.32
Pruning and Trimming	Lump Sum	\$ 688.48
Herbicide (fence line as needed)	Lump Sum	\$ 1,781.02
Annual Cost (Fixed Lump Sum)		\$ 4,429.72

10) *R. Jackson Blvd Ponds

BASE BID - LUMP SUM

Description	Unit*	Total
Grass Cutting	40/yr.	\$ 3,322.72
Edging and Trimming	40/yr.	\$ 4,616.20
Pruning and Trimming	Lump Sum	\$ 6,603.29
Herbicide (fence line as needed)	Lump Sum	\$ 4,461.96
Annual Cost (Fixed Lump Sum)		\$ 19,004.18

*Specific ponds notated above may be removed from maintenance contract and maintained by the Owner.

BID SCHEDULE (Continued...)

11) *Powel Adams Rd Pond

BASE BID - LUMP SUM

Description	Unit*	Total
Grass Cutting	40/yr.	\$ 1,669.57
Edging and Trimming	40/yr.	\$ 1,201.57
Pruning and Trimming	Lump Sum	\$ 1,854.75

*Specific ponds notated above may be removed from maintenance contract and maintained by the Owner.

ADDITIONAL WORK – UNIT COST

Description	Unit Cost
Fungicide, Pesticide & Herbicide Labor	<u> \$ 35 </u> Per Hour
Fertilizer Labor	<u> \$ 35 </u> Per Hour
Irrigation Repair Labor	<u> \$ 65 </u> Per Hour
Bedding Plants Labor	<u> \$ 25 </u> Per Hour
Tree Planting Labor	<u> \$ 25 </u> Per Hour
Irrigation Head Replacement 4"/6"/12"	4"= <u>\$ 1.59</u> / 6"= <u>\$ 5.88</u> / 2"= <u>\$ 9.44</u> Each
Rye over seeding	Per 1000 <u> \$ 21.24 </u> Square ft.
Mulching: South Thomas Dr. (Labor Only) **	<u> \$ 5,226.04 </u> Per Segment
Mulching: Front Beach Rd Segment 1 (Labor Only) **	<u> \$ 2,713.79 </u> Per Segment
Mulching: Front Beach Rd Segment 2 (Labor Only) **	<u> \$ 3,613.70 </u> Per Segment
Mulching: Churchwell Drive (Labor Only) **	<u> \$ 1,485.79 </u> Per Segment
Mulching: R. Jackson Blvd (Labor Only) **	<u> \$ 1,237.38 </u> Per Segment
Mulching: Powel Adams Rd (Labor Only) **	<u> \$ 567.13 </u> Per Segment

**Please see Weeding and Mulching in the Scope of Work

NOTE:

1. BIDS shall be on the basis of a lump sum price, as noted above. The only exception will be for additional work which will be coordinated between the Contractor and City Representative then adjusted on an as needed basis. The total compensation will be paid by OWNER for the complete WORK as noted above.
2. Bid unit prices, hourly rates, and quantities shall be applicable for any revisions to the WORK (either additions or omissions). All unit prices are understood to include all associated charges for layout, materials, fuel, equipment, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
3. The OWNER reserves the right to reject any and all bids received.
4. **Failure to insert a bid amount for any item in the Bid Proposal Form will be considered grounds for the OWNER to determine the BID is non-responsive.**
5. By submitting this BID, the BIDDER, is deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER does agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

Bidder's Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that the OWNER shall not provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

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

1. Bid Bond – Section 0040
2. Drug-Free Workplace Programs – Section 0095
3. Public Entity Crimes Statement – Section 00097
4. Certificates of Insurance – Section 00099
5. All acknowledged Addenda

CONTRACTOR:

Rotolo Consultants, Inc.
Company


Signature

Keith Rotolo
Printed Name

38001 Brownsvillage Rd.

Slidell, LA 70460
Address

985-643-2427
Phone Number

5/15/20
Date

END OF SECTION 00030

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

May 28, 2020

3. REQUESTED MOTION/ACTION:

Award the construction contract for the Lift Station 21 Improvements project to Marshall Brothers Construction & Engineering, Inc.

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)

Lift Station 21 was originally constructed as part of the Grand Lagoon Shores subdivision in 1981. Although there have been routine maintenance and repairs to the station since the date it was placed in service, its primary mechanical and control systems are now in need of replacement with components that meet current standards. Plans and specifications for the needed repairs were developed by Utilities Department staff and the project was publicly advertised for construction bids. Four bids for the work were received on May 13, 2020 with the lowest responsive bid provided by Marshall Brothers Construction & Engineering, Inc. (MBC&E) in the amount of \$289,410 (Base Bid) as indicated in the attached bid tabulation.

Staff has reviewed the bids received and recommends award of the contract for this work to Marshall Brothers Construction & Engineering, Inc. in the amount of \$289,410. An additional not-to-exceed allowance of \$15,000 is requested for contingencies for a maximum expenditure of \$304,410. This project is currently budgeted and the amount is within the estimated cost. Attached are copies of the MBC&E bid form and a draft agreement for your review. Staff recommends Council approval and authorization for the City Manager to enter into a contract for the work.

LIFT STATION 21 IMPROVEMENTS
CITY OF PANAMA CITY BEACH
BID DATE: MAY 13, 2020

Certified by: Mark E. Shaeffer
Mark E. Shaeffer, P.E.

5/18/2020
Date

BIDDER	BASE BID	ADD ALTERNATE BID 1	ADD ALTERNATE BID 2
Marshall Brothers Construction & Engineering Inc.	\$289,410.00	\$20,100.00	\$22,100.00
Royal American Construction Co., Inc.	\$304,062.00	\$15,563.00	\$15,563.00
L&K Contracting Co., Inc.	\$372,010.00	\$21,195.00	\$17,000.00
Gulf Coast Utility Contractors, LLC.	\$374,010.00	\$17,500.00	\$12,500.00

RESOLUTION 20-113

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH MARSHALL BROTHERS CONSTRUCTION & ENGINEERING, INC. FOR LIFT STATION 21 REPAIRS IN THE NOT TO EXCEED AMOUNT OF \$304,410.

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 Marshall Brothers Construction & Engineering, Inc., relating to the repair of Lift Station 21, in the amount of Two Hundred Eighty Nine Thousand, Four Hundred Ten Dollars (\$289,410.00), together with an additional not to exceed allowance of Fifteen Thousand Dollars (\$15,000.00) for contingencies, 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

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Marshall Brothers Construction & Engineering, Inc., doing business as a corporation, having a business address of 2305 Transmitter Road, Panama City, FL 32404 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **LIFT STATION #21 IMPROVEMENTS** ("Project"), to be located at the City of 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 thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within of the required commencement date as follows, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"):

<u>Completion Milestone</u>	<u>Calendar Days Following Notice to Proceed</u>
Construct all improvements for proposed Lift Station 21	120

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 \$250 for each calendar day that expires after the Contract Time for Substantial Completion for the work as more fully set forth in Section 15 of the General Conditions. Liquidated damages can accrue concurrently.
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 \$289,410.00 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").

PANAMA CITY BEACH – LIFT STATION #21 IMPROVEMENTS

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

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

DRAWINGS prepared by the City of Panama City Beach Numbered G-000 through E-003 and dated April 2020.

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

ADDENDA

PANAMA CITY BEACH – LIFT STATION #21 IMPROVEMENTS

No. 1, dated May 5, 2020

No. 2, dated May 7, 2020

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: _____
Tony O'Rourke, City Manager
Fax No.: _____
(850) 233-5108

If to Contractor:

Marshall Brothers Construction & Engineering, Inc.
2305 Transmitter Road, Panama City, FL 32404
ATTENTION: John M. Marshall - President
Fax No.:(850) 271-0293

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 Mr. Mark E. Shaeffer, P.E. – Utilities 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 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

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

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

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

PANAMA CITY BEACH – LIFT STATION #21 IMPROVEMENTS

Bodily Injury, Property Damage & Personal Injury	\$1,000,000 Combined Single Limit Each Occurrence, and
Liability	\$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 \$1,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.
[Either list any required insurance (e.g. Professional Liability Insurance) or indicate that none is required at this time]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

PANAMA CITY BEACH – LIFT STATION #21 IMPROVEMENTS

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

City Attorney (as to form only)

CONTRACTOR:

Marshall Brothers Construction &
Engineering, Inc.

ATTEST:

BY:

NAME: _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: 2305 Transmitter Road
Panama City, FL 32404

END OF SECTION 00050

SECTION 00030

BID PROPOSAL FORM

This proposal of Marshall Brothers Construction & Engineering, Inc. (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 CGC061335 / CUC057306 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 **LIFT STATION #21 IMPROVEMENTS** 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 under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within the following completion schedule in consecutive calendar days thereafter.

<u>Completion Milestone</u>	<u>Calendar Days Following Notice to Proceed</u>
Construct all improvements for Lift Station 21	120

Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of \$250 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. Liquidated damages can accrue concurrently.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1; 5/5/20
Addendum No. 2; 5/7/20
Addendum No. _____

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum (Total Base Bid from Page 00030-3):
\$289,410.00

Total Additive Alternate 1: \$20,100.00

Total Additive Alternate 2: \$22,100.00

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:

PANAMA CITY BEACH – LIFT STATION #21 IMPROVEMENTS

BID SCHEDULE**BASE BID**

Item No.	Description	Unit	Quantity	Unit Price	Cost
BASE BID					
GENERAL					
1	Mobilization/Demobilization (Not to exceed 3% of the total base bid)	LS			\$ 8,600.00
2	Bonds and Insurance (not to exceed 2% of the total base bid)	LS			\$ 5,700.00
3	Prevention, Control and Abatement of Erosion and Water Pollution	LS			\$ 4,900.00
4	Surveying, Record Drawings and O&M Manuals (Not to exceed 1.5% of the total base bid)	LS			\$ 2,500.00
5	Selective Demolition of Lift Station 21 and Salvage of Components Indicated	LS			\$ 20,200.00
6	Sitework for Lift Station 21	LS			\$ 18,500.00
7	Construct Proposed Lift Station 21, Wetwell Top Slab, Hatches , Pump, Control Panel, Valve Vault, Piping, All Electrical, Etc.	LS			\$ 182,000.00
8	Construct All Other Improvements for Lift Station 21	LS			\$ 42,500.00
9	Testing Allowance	Allowance			\$ 2,000.00
10	Permit Fee Allowance	Allowance			\$ 500.00
11	Gulf Power Allowance	Allowance			\$ 2,000.00
12	Hold Harmless	LS			\$ 10.00
TOTAL BASE BID					\$ 289,410.00
ADDITIVE ALTERNATES					
1	Furnish and Install High Performance Protective Coating (Spectrashield) on Lift Station 21 Interior	LS			\$ 20,100.00
2	Furnish and Install High Performance Protective Coating (SprayWall) on Lift Station 21 Interior	LS			\$ 22,100.00

- BIDS shall include sales tax and all other applicable taxes and fees. The OWNER may elect to utilize the Sales Tax Exemption Addendum (Section 00098) for material at its sole discretion.

2. BIDS shall be on the basis of a lump sum price as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK. Final contract value will be adjusted based upon actual cost of allowance items.
3. Bid unit prices and quantities, shall be applicable for any revisions to the WORK (either additions or omissions). In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
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. Total Base Bid shall prevail for the lump sum bid amount.**
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. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

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

1. Bid Bond – Section 00040
2. Executed Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 0095
3. Executed Trench Safety Act Compliance Document – Section 00096
4. Executed Public Entity Crimes Statement – Section 00097
5. All acknowledged Addenda
6. Sales Tax Exemption Addendum – 00808

CONTRACTOR:

Marshall Brothers Construction & Engineering, Inc.

John M Marshall, President

Address

2305 Transmitter Rd, Panama City, FL 32404

850-265-8742

Phone Number

5/13/2020

Date

END OF SECTION 00030

CONSENT ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

MAYOR SHELDON

2. MEETING DATE:

MAY 28, 2020

3. REQUESTED MOTION/ACTION:

RATIFY EMERGENCY ORDER 20-02 ENDORSING LOCAL EXEMPT AMUSEMENTS TO REOPEN IN ACCORDANCE WITH INDUSTRY GUIDELINES.

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 MAY 15, 2020, GOVERNOR DESANTIS ISSUED EXECUTIVE ORDER 20-123 ENACTING THE THE FULL PHASE 1: SAFE. SMART. STEP-BY-STEP. PLAN FOR FLORIDA'S RECOVERY. SECTION 3 EMPOWERED THE MAYOR AND COUNTY MANAGER TO ENDORSE THE REOPENING OF AMUSEMENT PARKS. THIS ENDORSEMENT IS SENT TO THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION TO APPROVE REOPENING.

THE MAYOR AND COUNTY MANAGER HAVE REVIEWED MULTIPLE SAFETY PLANS AND ENDORSED THE REOPENING BUT DISCOVERED THAT MANY LOCAL AMUSEMENTS ARE EXEMPT FROM STATEWIDE REGULATION AND THUS WERE UNABLE TO GAIN REOPENING APPROVAL.

TO ALLEVIATE THIS PROBLEM, THE COUNTY AND CITY ATTORNEYS DRAFTED AN EMERGENCY ORDER TO ALLOW FOR ANY LOCALLY EXEMPT AMUSEMENTS TO REOPEN SUBJECT TO GUIDELINES PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF AMUSEMENT PARKS AND ATTRACTIONS. LOCAL EXEMPT AMUSEMENTS ARE ABLE TO REOPEN BY NOTIFYING THE MAYOR AND COUNTY MANAGER IN WRITING OF THEIR INTENT TO REOPEN SUBJECT TO THE INDUSTRY GUIDELINES AND SOCIAL DISTANCING.

IN ACCORDANCE WITH THE AUTHORITY GRANTED BY EXECUTIVE ORDER 20-123, THE MAYOR AND CHAIRMAN OF THE COUNTY COMMISSION ISSUED EMERGENCY ORDER 20-02 ON MAY 21, 2020. MAYOR SHELDON NOW SEEKS RATIFICATION OF THAT ORDER.

PANAMA CITY BEACH EMERGENCY ORDER 20-02

AN ORDER AND DECLARATION REGARDING THE REOPENING OF AMUSEMENTS

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

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

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

WHEREAS, the Executive Order, in accordance with Chapter 252, Florida Statutes, authorizes political subdivisions to take whatever prudent action that is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes authorizes political subdivisions to take all necessary action and issue any necessary orders to protect human life; and

WHEREAS, on May 14, 2020, the Governor of the State of Florida issued Executive Order 20-123, providing a process for amusement parks to submit reopening plans and granted the Mayor and County Manager express authority to endorse amusement reopening plans; and

WHEREAS, industry organizations such as the International Association of Amusement Parks and Attractions have provided thoughtful guidance for reopening attractions in light of the current pandemic; and

WHEREAS, the Governor’s Office has deferred to local governments on the interpretation of the Governor’s executive orders in their jurisdiction.

NOW, THEREFORE, BE IT ORDERED AS FOLLOWS:

1. Definitions

a. "Industry Guidelines" means the COVID-19 Reopening Guidance, First Edition, dated May 1, 2020, issued by the International Association of Amusement Parks and Attractions, or similar guidelines promulgated by national or international trade groups representing the attractions industry.

b. "Local Exempt Amusement" means (a) Any playground operated by a school, local government, or business licensed under chapter 509, Florida Statutes, if the playground is an incidental amenity and the operating entity is not primarily engaged in providing amusement, pleasure, thrills, or excitement; (b) Museums or other institutions principally devoted to the exhibition of products of agriculture, industry, education, science, religion, or the arts; (c) Skating rinks, arcades, laser or paint ball war games, bowling alleys, miniature golf courses, mechanical bulls, inflatable rides, trampolines, ball crawls, exercise equipment, jet skis, paddle boats, airboats, helicopters, airplanes, parasails, hot air or helium balloons whether tethered or untethered, theatres, batting cages, stationary spring-mounted fixtures, rider-propelled merry-go-rounds, games, side shows, live animal rides, or live animal shows; (d) Nonmotorized playground equipment that is not required to have a manager; (e) Coin-actuated amusement rides designed to be operated by depositing coins, tokens, credit cards, debit cards, bills, or other cash money and which are not required to have a manager, and which have a capacity of six persons or less; (f) Battery-powered cars or other vehicles that are designed to be operated by children 7 years of age or under and that cannot exceed a speed of 4 miles per hour; (g) mechanically driven vehicles that pull train cars, carts, wagons, or other similar vehicles, that are not confined to a metal track or confined to an area but are steered by an operator and do not exceed a speed of 4 miles per hour; (h) water-related amusement ride operated by a business licensed under chapter 509, Florida Statutes, if the water-related amusement ride is an incidental amenity and the operating business is not primarily engaged in providing amusement, pleasure, thrills, or excitement and does not offer day rates; (i) an amusement ride at a private, membership-only facility if the amusement ride is an incidental amenity and the facility is not open to the general public; is not primarily engaged in providing amusement, pleasure, thrills, or excitement; and does not offer day rates; and (j) nonprofit permanent facility registered under chapter 496, Florida Statutes, which is not open to the general public.

c. "Regulated amusements" mean facilities, other than Local Attractions, which are required to obtain a permit from the Department of Agricultural and Consumer Services pursuant to s. 616.242, F.S.

2. Pursuant to Executive Order 20-123, Section 3, Local Exempt Amusements that elect to reopen and comply with the Industry Guidelines in reopening their facilities are hereby authorized for reopening and are not required to obtain a separate letter of endorsement from the Mayor. Because such facilities are not subject to state regulation, reopening shall not require an approval from the Governor's office. Such facilities shall notify the Mayor's office in writing that they intend to reopen and that they will comply with the Industry Guidelines.

3. Pursuant to Executive Order 20-123, Section 3, the Mayor is authorized to review reopening plans submitted by regulated amusements and to execute letters of endorsement for such reopening plans when the reopening plan is deemed satisfactory. Reopening plans should be generally consistent with guidance provided by public health authorities and with Industry Guidelines.

4. The failure of a local exempt attraction to comply with Industry Guidelines or the failure of a regulated amusement to comply with its own approved reopening plan shall be deemed a violation of this Order, punishable in accordance with Sec. 1-12 of the City's Code of Ordinances;

5. This Order shall become effective immediately and shall be in effect until rescinded. This Order shall be automatically rescinded if restrictions on amusements imposed by Executive Order 20-123 are rescinded.

6. If any provision of this Order is invalidated by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of the Order, which shall continue to have the full force and effect of law.

Done and ordered this 20th day of May, 2020.
2/37

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk

CONSENT ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Administration / Holly White

2. MEETING DATE:
May 28, 2020

3. REQUESTED MOTION/ACTION:
STAFF recommends that Council approve the attached job description for an accountant/budget analyst.

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)
During the development of the fiscal year 2020 budget, Council approved an additional position in the administration department for an accountant. Staff has prepared the attached job description for that approved position with the emphasis being more budgetary than accounting. The City is in the process of developing a five-year strategic plan which requires the development of financial forecasts to align with such plan. Additionally, the finance department would like to prepare more robust monthly financial and budget reports to assist the City's department heads in the fiscal management of their respective areas. Budgetary reports that compare actual to expected results as well as projections that align the City's budget with the long-term strategic plan will be necessary for the Council and the newly created Financial Advisory Committee. For all of these reasons, staff believes the additional position in finance is best filled by a budget analyst who can focus on all of the above and fill in with light accounting duties as needed. This will free up existing finance staff to focus on both internal and external finance duties as well as investment opportunities. STAFF recommends approval of the accountant/budget analyst position.

CITY OF PANAMA CITY BEACH
Job Description

JOB TITLE: Accountant/ Budget Analyst

SALARY RANGE: \$21.71 - \$35.82/hr
SHIFT: Days
LOCATION: 17007 PCB Parkway
REPORTS TO: Finance Director
PREPARED BY: City Clerk
APPROVED BY: City Council

PAY GRADE: 36
DIVISION: Administration
DEPT: Administration
FSLA STATUS: Non-Exempt
POSITION: Permanent Full-Time
DATE:

SUMMARY:

This is a highly responsible position in the City's finance department which involves accounting with a primary focus in the area of budgeting. The work involves forecasting, research, trend analysis and financial modeling. Work is performed under the primary supervision and direction of the Finance Director.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

In addition to the essential duties and responsibilities, other tasks may be assigned:

Work with Department Heads to develop the organization's budget in conjunction with City's long-term strategic plan and annual business plan. Assist Finance Director in development of five-year financial plan;

Review managers' budget proposals for completeness, accuracy, and compliance with laws and other regulations;

Combine all the program and department budgets together into a consolidated organizational budget and review all funding requests for merit;

Explain recommendations for funding requests to the Finance Director and City Manager;

Assist the Finance Director, City Manager, and Department Heads with analysis of proposed plans and finding alternatives if the projected results are unsatisfactory;

Monitor organizational spending to ensure that it is within budget;

Inform department heads of the status and availability of funds;

Assists in the development and implementation of goals, policies, priorities, and procedures relating to financial management, budget, accounting and payroll;

Assists in the coordination and preparation of materials for the City's external audit;
Conducts periodic reviews of financial information with the City's department heads;

Prepares statements and reports of projected future revenue and expenses;

Estimates future financial needs;

SUPERVISORY RESPONSIBILITIES:

None

COMPETENCIES:

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others. Thorough understanding of PC based accounting systems is highly needed.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and

grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilize others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; educate others on the value of diversity; promotes a harassment-free environment; Builds a diverse work force.

Ethics - Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated

risks to accomplish goals.

Planning/Organizing - Prioritize and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals. Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential

duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and EXPERIENCE:

Applicant must have a minimum of a bachelor's degree in accounting, finance, business, public administration, economics, actuarial science or statistics from an accredited college or university. Five (5) to seven (7) years' experience in the governmental accounting sector either as an employee or intern of a government or an external auditor of governmental entities and knowledge of GASB standards are preferred but not required.

LANGUAGE SKILLS:

Ability to understand and follow oral and/or written instructions; must be able to read and write and keep records and reports.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs. Proficiency in Excel and Word is necessary.

REASONING ABILITY:

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

OTHER REQUIREMENTS:

Must have the ability to work under time constraints, have knowledge of system analysis techniques, must have the ability to create and modify spreadsheets and word processing documents, must have an understanding of computer operating systems, must possess the ability to deal with the general public and to work harmoniously with fellow employees.

Must possess a valid Florida Driver's License - driving record must be acceptable to the City insurance program.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to sit, stand, climb or balance. The employee frequently is required to reach with hands and arms, talk or hear, walk, stoop, kneel, crouch, or crawl, and use hands to finger, handle,

or feel objects, tools, or controls, taste or smell.

The employee must occasionally lift and move up to 40 pounds. Specific vision abilities required by this job is ability to adjust focus, close vision and peripheral vision, color vision, and distance vision.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is not subjected to any special or extraordinary environmental conditions, other than those normally found in an office environment. The noise level in the work environment is usually quiet to moderate.

I hereby acknowledge receipt of the job description and certify that I meet the qualification requirements stated herein and I am able to perform the essential duties and responsibilities of this position. I acknowledge that in addition to the duties outlined above I may be required to perform additional duties.

Signature

Date

CONSENT ITEM

6



City of Panama City Beach

To: Tony O'Rourke, City Manager
From: Kelly Jenkins, Public Works Director
Date: May 20, 2020
Re: Nautilus St. Improvements

ACTION PLAN

Bay Parkway Phase 2 Change Order #1

Due to the median safety improvements being constructed as part of Bay Parkway Phase 2 access is being limited to the shopping centers directly north of Panama City Beach Parkway and Nautilus Street. The turning movements allow a "left turn" in at both Busy Bee and Nautilus Station locations. Nautilus Station businesses have made complaints that their semi-truck deliveries cannot make it safely to the light at Nautilus Street and Panama City Beach Parkway if they are headed back east towards Hathaway Bridge. The complaint has also been made that the trucks cannot exit along Back Beach Road to head east. In an effort to provide safety for the entire community through approved access management techniques and accommodate the business owners at Nautilus Station we have a compromise plan of action:

- 1. Additional Asphalt Improvements:** Additional asphalt for a temporary semi turn around near the fire station road for approximately \$38,793.05.
- 2. Nautilus Station Entrance Modification:** Additional improvements at the northern radius connection to Nautilus Street from a 25' radius to a 50' radius to accommodate easier semi-truck turning movements for a right turn. Previously semi-trucks crossed four lanes and demolished a curb inlet to make a left turn to go out at the light. The City replaced the concrete inlet top multiple times since this turning radius was also too small. Costs for this improvement is approximately \$10,461.95.

These two items could be completed within 30 days of the execution of the change order agreement.

Staff recommends coordination with St. Joe on future buildout of the Nautilus Commercial Site to provide for internal circulation and future connection to Nautilus Street. This could provide vehicular access through the proposed commercial development and back out to the light.

Access Management is the proactive management of vehicular access points to land parcels adjacent to all manner of roadways. **Good access management promotes safe and efficient use of the transportation network.** Planners, engineers, developers, elected officials, and citizens

all play a significant role in access management. Businesses frequently view any attempt to limit access to their land uses as economically detrimental. However, there is evidence showing that access management can have the positive effect of increasing market area through reducing travel times on major roadways, and that minor increases in rerouting do not cause customers to stop patronizing businesses. Drivers make more mistakes and are more likely to have collisions when they are presented with the complex driving situations created by numerous conflict points such as a four-way intersection with no median. Conversely, simplifying the driving task contributes to improved traffic operations and fewer collisions. A less complex driving environment is accomplished by limiting the number and type of conflicts between vehicles, vehicles and pedestrians, and vehicles and bicyclists. Medians channel turning movements on major roadways to controlled locations. Research has shown that the majority of access-related crashes involve left turns. Therefore, non-traversable medians and other techniques that minimize left turns or reduce the driver workload can be especially effective in improving roadway safety.

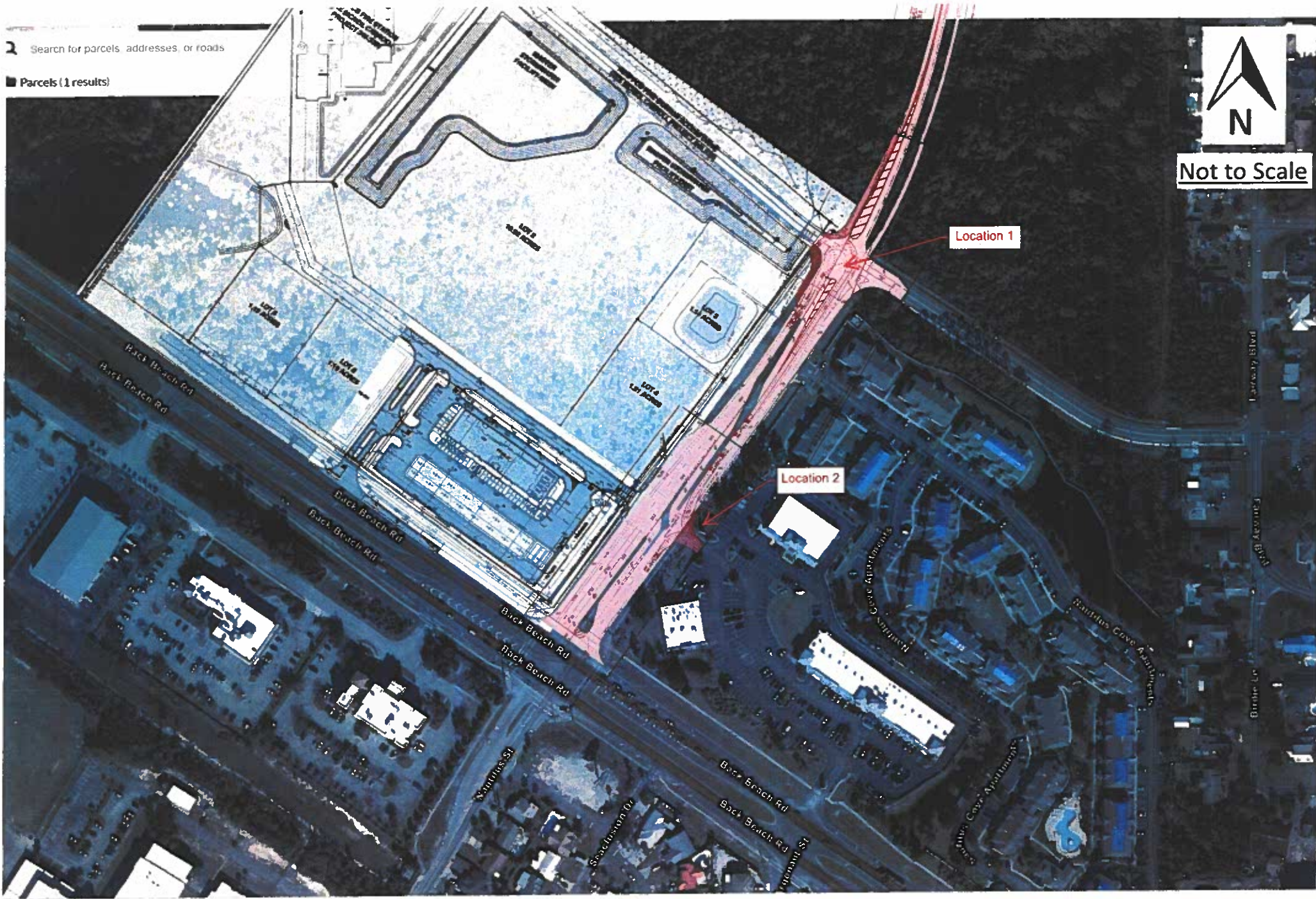
Bay Parkway is considered a limited access roadway. The additional asphalt improvements for the turn-around near the fire station will be kept in place. In the future, the additional asphalt will also be used for a right turn lane from the fire station as Nautilus Commercial reaches full build-out.

Search for parcels, addresses, or roads

Parcels (1 results)



Not to Scale



RESOLUTION 20-118

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING CHANGE ORDER #1 TO THE AGREEMENT FOR THE CONSTRUCTION OF BAY PARKWAY PHASE 2 WITH C.W. ROBERTS CONTRACTING, INC. FOR ADDITIONAL ASPHALT AND IMPROVEMENTS TO NAUTILUS STREET IN THE AMOUNT OF \$49,255.00; 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 Change Order #1 to the Agreement for the Construction of Bay Parkway Phase 2 with C.W. Roberts Contracting, Inc., relating to additional asphalt improvements and access improvements on Nautilus Street in the amount of Forty-Nine Thousand, Two Hundred Fifty-Five Dollars (\$49,255.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk

CHANGE ORDER

No. 1

PROJECT	<u>Bay Parkway Phase 2</u>
DATE OF ISSUANCE	<u>May 15, 2020</u>
OWNER	<u>City of Panama City Beach, Florida</u>
OWNER's Contract No	_____
CONTRACTOR	<u>CW Roberts Contracting, Inc.</u>
ENGINEER	<u>Gortemoller Engineering, Inc.</u>

You are directed to make the following changes in the Contract Documents

Description: 1.) Addition \$49,255.00 for Nautilus Street turn around improvements and curb modifications as follows:
See Attached Proposal

Reason for Change Order:
Directional median closure on Nautilus Street for the bypass limited semi-truck turn around movements to exit at the light at Nautilus Street and head east during construction. See attached drawing showing modifications.

Attachments:

Original Contract Price <u>\$15,864,242.68</u>	CHANGE IN CONTRACT TIMES:
	Original Contract Times: Substantial Completion: <u>March 30, 2021</u> Final Completion: <u>April 29, 2021</u> days or dates
Net <u>Decrease</u> from this Change Orders _____	Net changes from previous Change Orders <u>0</u> days
Contract Price prior to this Change Order <u>\$15,864,242.68</u>	Contract Time prior to this Change Order Substantial Completion: <u>March 30, 2020</u> Final Completion: <u>April 29, 2020</u> days or dates
Net <u>Increase</u> of this Change Order <u>\$49,255</u>	Net <u>Increase</u> of this Change Order <u>1</u> days
Contract Price with all approved Change Orders <u>\$15,913,467.68</u>	Contract Times with all approved Change Orders Substantial Completion: <u>March 31, 2020</u> Final Completion: <u>April 30, 2020</u> days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)
Date: _____

APPROVED

By: _____
(Authorized Signature)
Date: _____

ACCEPTED

By: _____
Contractor (Authorized Signature)
Date: _____

EJCDC No: 1910-4-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.



C.W. Roberts Contracting, Inc.
CGC1505785 / CUC1225175

Tallahassee Corporate Office
3372 Capital Circle NE
Tallahassee, FL 32308
Phone: 850-385-5060
Fax: 850-385-5605

Panama City Office
1603 Bay Avenue
Panama City, FL 32405
Phone: 850-769-6640
Fax: 850-769-7775

Tallahassee Operations Office
22574 NE SR 20
Hosford, FL 32334
Phone: 850-379-8116
Fax: 850-379-8188

Wildwood Office
4208 Highway 124-A
Wildwood, FL 34785
Phone: 352-330-2540
Fax: 352-330-2609

Freeport Office
160 Industrial Park Road
Freeport, FL 32439
Phone: 850-835-3500
Fax: 850-835-3519

Plant City Office
2102 Jim Johnson Road
Plant City, FL 33566
Phone: 813-756-2009
Fax: 813-659-3787

PROPOSAL AND CONTRACT

May 14, 2020

Proposal No.: PC20013CO1

To: Kathy Younce
City of Panama City Beach

Phone:
Email:

C.W. Roberts Contracting, Inc., Panama City Division, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction of improvements of the **Bay Parkway Phase II - Nautilus CO1**.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
100	MOBILIZATION	1	LS	\$ 1,500.00	\$1,500.00
200	MOT	1	LS	\$ 1,500.00	\$1,500.00
300	TESTING	1	LS	\$ 1,100.00	\$1,100.00
400	SAWCUT ASPHALT	232	LF	\$ 3.25	\$754.00
500	SAWCUT CONCRETE	7	LF	\$ 4.75	\$33.25
600	REMOVE CURB	88	LF	\$ 13.00	\$1,144.00
700	REMOVE 18" RCP PIPE	22	LF	\$ 53.00	\$1,166.00
700	REMOVE 18" MES	1	EA	\$ 275.00	\$275.00
700	CONCRETE DEMO	32	SY	\$ 50.80	\$1,625.60
700	REMOVE INLET TO/CONVERT TO VALLEY INLET	1	EA	\$ 2,900.00	\$2,900.00
700	RELOCATE TYPE D INLET	1	EA	\$ 3,600.00	\$3,600.00
700	EXCAVATION	156	CY	\$ 19.50	\$3,042.00
700	6" LIMEROCK IN LIEU OF TYPE B	284	SY	\$ 12.00	\$3,408.00
700	TYPE F CURB	165	LF	\$ 30.15	\$4,974.75
700	OBG 9	236	SY	\$ 19.50	\$4,602.00
700	SP 12.5MM (2")	28	TN	\$ 181.20	\$5,073.60
700	FC 9.5MM	14	TN	\$ 126.05	\$1,764.70
700	CONCRETE SIDEWALK	23	SY	\$ 50.10	\$1,152.30
700	ADA RAMPS	1	EA	\$ 830.00	\$830.00
700	FINAL DRESS	184	SY	\$ 2.00	\$368.00
700	SOD	184	SY	\$ 1.95	\$358.80
700	18" RCP PIPE	45	LF	\$ 82.00	\$3,690.00
700	18" CONCRETE COLLAR	2	EA	\$ 1,486.00	\$2,972.00
700	18" RCP MES	1	EA	\$ 1,421.00	\$1,421.00

Total Quotation \$49,255.00

Notations:

1.) Quote does not include a new Type D Structure. We will relocate the existing structure.

If the foregoing meets with your acceptance, kindly sign and return this proposal. Upon its receipt it is understood and the foregoing will constitute the full and complete agreement between us.

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of CWR.

ACCEPTED:

Respectfully Submitted,

(Firm Name)

(Signature)

(Printed Name and Title)

(Date)

C.W. Roberts Contracting Inc.

May 14, 2020

(Date)

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty, labor disputes or other disagreements, and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

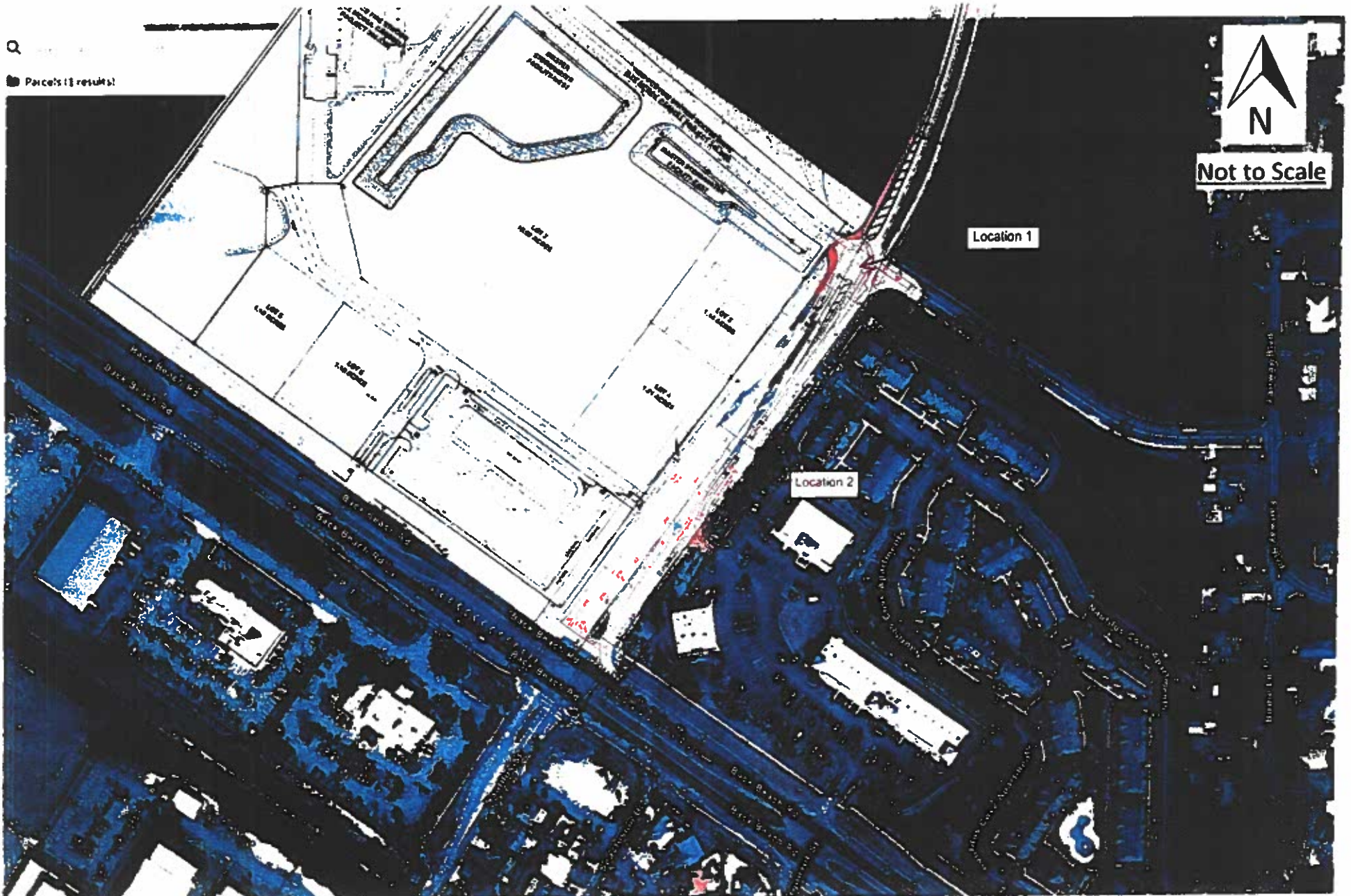
If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work, and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements, subsurface conditions, and any and all other alleged damages to persons or property including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Liberty County, Florida, and you waive any right to jurisdiction and venue in any other place.

In the event of litigation to enforce the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorneys fees and costs.



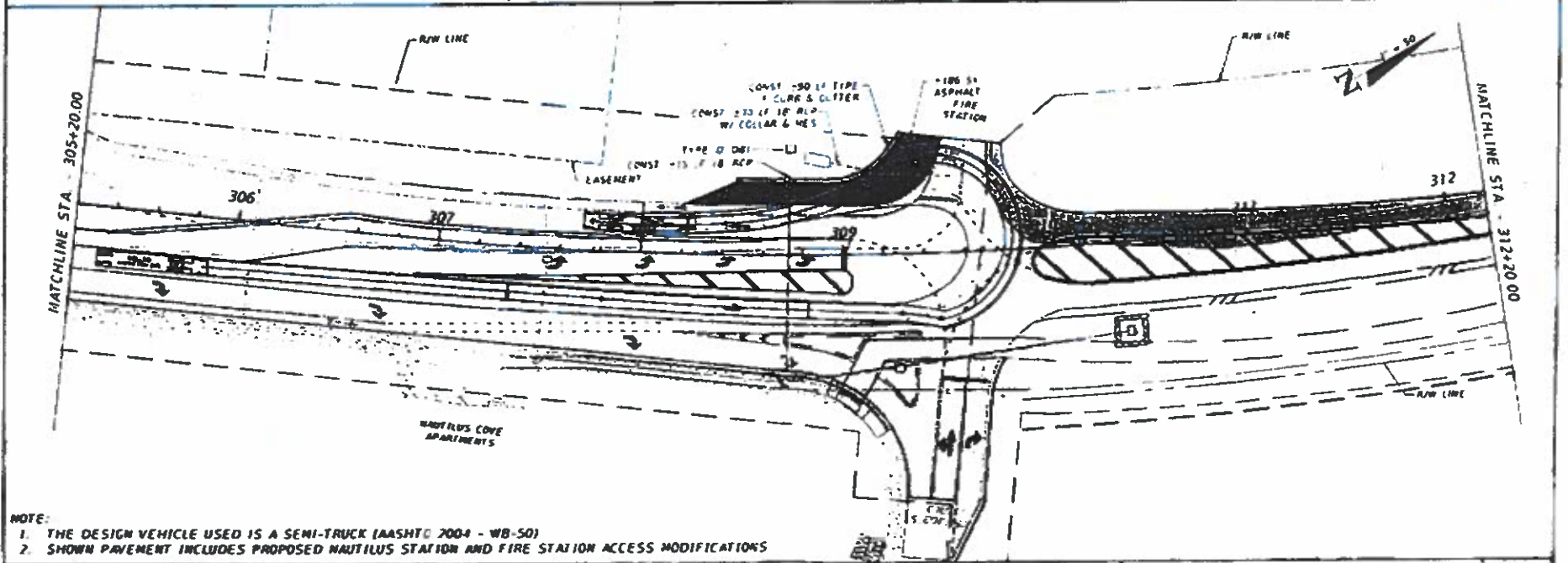
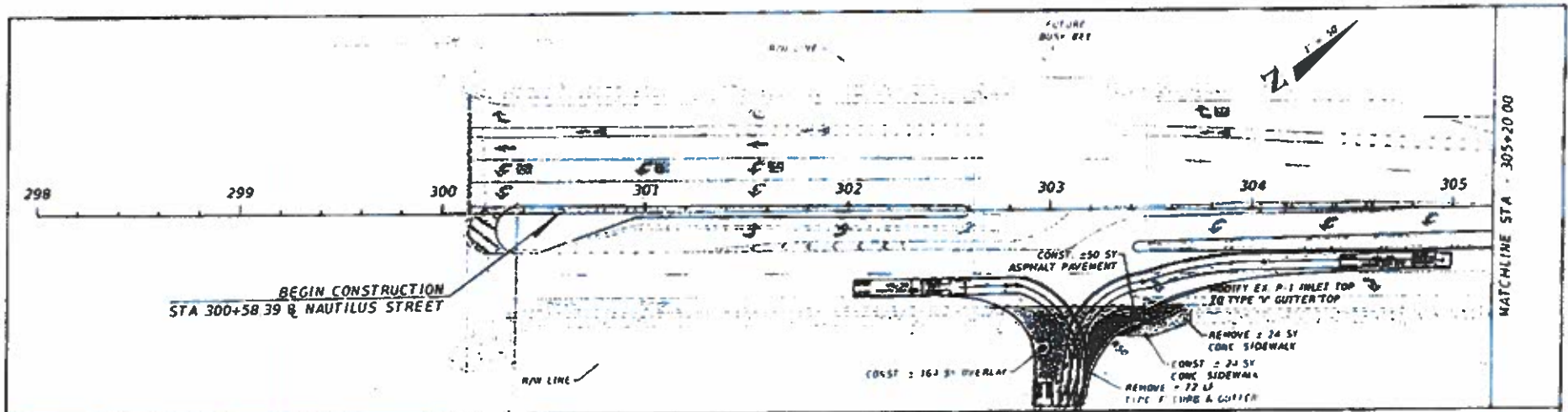
Parcels (8 results)



Not to Scale

Location 1

Location 2



- NOTE:
1. THE DESIGN VEHICLE USED IS A SEMI-TRUCK (AASHTO 2004 - WB-50)
 2. SHOWN PAVEMENT INCLUDES PROPOSED NAUTILUS STATION AND FIRE STATION ACCESS MODIFICATIONS

NO.	DATE	BY	REVISIONS

CITY OF PANAMA CITY BEACH

PROJECT: Bay Parkway Phase 2

CONTRACT: BAP 247281

DATE: 2-14-25

**SEMI TRUCK
AUTOTURN EXHIBIT**

SHEET 11

REGULAR ITEM

1



City of Panama City Beach

May 28, 2020

TO: Mayor and City Council

FROM: Tony O'Rourke, City Manager

RE: COVID-19 Large Event Guidelines, Involuntary Water Shutoffs, Public Libraries

1. On May 14, 2020, the City Council extended its prohibition of large/special events with groups of more than 10.

The following large events are pending this summer in Panama City Beach:

- ✓ Jeep Jam – June 18-20
- ✓ Summer Concert Series – June-August
- ✓ Pepsi Gulf Coast Jam – Labor Day Weekend

In addition to these events, a series of attractions, family entertainment venues and amusement facilities in the City have submitted, per the Governor's Executive Order 20-123, a safety plan to the City and County and been approved to open. They include:

- ✓ Shipwreck Island Water Park
- ✓ Emerald Falls Family Recreation Center
- ✓ Hidden Lagoon Super Racetrack & Golf
- ✓ Just Jump
- ✓ Race City
- ✓ Swampy Jack's Wongo Adventure
- ✓ WonderWorks
- ✓ The SkyWheel
- ✓ Beachfront Adventures

Staff recommends, similar to the Governor's Executive Order 20-123, that large events be permitted to operate subject to submitting a plan to the City consistent with the attached guidelines developed by the International Association of Amusement Parks and Attractions, and public health officials.

It is important to note that these guidelines will change as best practices, CDC guidelines and guidance from our public health professionals evolve based on the scope and severity of COVID-19.

The attached guidelines should be accepted and operationalized by large events in Panama City Beach until a widely accessible vaccine for COVID-19 is available. The guidelines address the following key mitigation measures:

- General Health and Safety
- Patron Communication
- Patron Responsibility
- Staff/Employee Management
- Physical Distancing
- Face Masks – Employees/Patrons
- Admission/Entry Protocol
- Payments
- Sanitation Operations
- Restrooms
- Facility Operations
- Health Screening
- Queuing Protocols
- Food/Beverage
- Retail/Merchandise

In addition to these important measures, the staff recommends a large event opening plan to include the following criteria:

- ✓ Evidence of declining or flattened COVID-19 case growth rate in Bay County as measured by the Florida Department of Health.
 - ✓ Evidence that Bay County hospital ICU bed capacity is adequate to treat all patients without crisis/triage as determined by the Florida Department of Health.
 - ✓ Sufficient supply of personal protective equipment (PPE) and critical medical equipment to handle a dramatic surge in COVID-19 cases as determined by the Florida Department of Health.
2. On March 17, 2020, the City Council approved the suspension of involuntary water utility shutoffs and late payment charges for 60 days. Given the large number of layoffs caused by COVID-19, coupled by delayed federal and state stimulus and unemployment assistance, staff recommends extending suspension of involuntary water utility shutoffs and late payment charges until July 1, 2020.

To date we have over \$750,000 in delinquent payments. We feel comfortable that we will recover most of these delinquent payments after July 1st by working proactively with our water utility customers. We propose not collecting any late penalty fees on accounts between March 17 and July 1.

3. Per the Governor's Executive Order, public libraries can reopen, but require approval of the local government jurisdiction. Staff recommends the Northwest Regional Library System library on Hutchison Boulevard be permitted to reopen.

RESOLUTION 20-114

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, PLACING SAFETY STANDARDS FOR THE APPROVAL OF SPECIAL EVENTS; SUPERSEDING RESOLUTIONS IN CONFLICT THEREWITH; EXTENDING THE CITY'S COVID-19 ACTION PLAN; EXTENDING THE SUSPENSION OF INVOLUNTARY WATER DISCONNECTIONS; PERMITTING THE OPERATION OF LOCAL PUBLIC LIBRARIES SUBJECT TO SAFETY STANDARDS 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, since March 17, 2020, the City Council has taken careful and measured action by Resolutions and Emergency Ordinances to balance the public health and safety while also monitoring the need to allow for recreational and commercial activity to safely continue; and

WHEREAS, on May 15, 2020, the Governor of the State of Florida issued Executive Order 20-123 enacting the " Full Phase 1: Safe. Smart. Step-By-Step. Plan for Florida's Recovery" which provides for reopening of amusement parks and sports venues subject to approved safety plans; and

WHEREAS, the City Council finds that Governor DeSantis's Plan for Florida's Recovery enables Special Events to resume subject to strict safety standards; and

WHEREAS, considering the continuing emergency facing the City and surrounding community, the City Council deems it appropriate and

reasonable to allow special events and parades if health data suggests that under strict safety standards increased chances of COVID-19 infection will be effectively mitigated.

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

1. Beginning June 1, 2020, the City may permit Special Events which otherwise comply with all Federal, State, and local regulations and orders provided that the proposed event meets the following standards:
 - a. Industry Safety Standards. Special Events must strictly adhere to the COVID-19 Reopening Guidance, First Edition, dated May 1, 2020 or as amended, issued by the International Association of Amusement Parks and Attractions (“the Industry Guidelines”) attached hereto and incorporated to this Resolution as “Exhibit A.” Each Special Event Application must include a detailed safety plan implementing the most recent Industry Guidelines issued as of the date of the application. The safety plan must be endorsed in writing by the City Fire Chief and Police Chief.
 - b. Health Criteria. Each Special Event must meet the following Health Criteria as confirmed by the City Manager in accordance with this subsection. Health Criteria means:
 - i. Evidence of declining or flattened COVID-19 case growth rate in Bay County as measured by the Florida Department of Health.
 - ii. Evidence that Bay County hospital ICU capacity is adequate to treat all patients without crisis/triage as measured by the Florida Agency for Health Care Administration and determined by the Florida Department of Health.
 - iii. Evidence that Bay County has sufficient supply of personal protective equipment and critical medical equipment to handle a dramatic surge in COVID-19 cases as determined by the Florida Department of Health.
 - iv. A Special Event application may be conditionally approved if the Health Criteria is met at the time of the application’s submittal. Special Event Permits shall be absolutely approved or denied based upon satisfaction of the Health Criteria twenty-four (24) hours prior to the start of the Special Event. No Special Event may be permitted or held if the Health Criteria established by this subsection are not met.

- c. Penalties for Violation. Any Special Event, as defined by Chapter 4 of the City's Code of Ordinances, which is either (a) held in violation of this Resolution or (b) in violation of the approved safety plan required by section (a) of this Resolution shall be immediately suspended until the Special Event is fully compliant with the Special Event Permit and the provisions of this Resolution. An event in violation of this Resolution which cannot meet the Health Criteria or execute the approved safety plan shall be cancelled by order of the City Manager.
2. Section 1 of this Resolution supersedes any conflicting provision in Resolution 20-80E, Resolution 20-103 and the COVID-19 Action Plans adopted therein.
 3. All provisions of the COVID-19 Action Plan adopted pursuant to Resolution 20-103 not otherwise in conflict with this Resolution are hereby extended until _____, 2020.
 4. The suspension of involuntary water utility disconnections established by the COVID-19 Action Plan is hereby extended until July 1, 2020.
 5. Pursuant to Executive Order 20-123, Section 1.C, local public libraries within the City's jurisdiction are permitted to operate at up to fifty (50) percent building occupancy and abide by the safety guidelines issued by the CDC and OSHA.

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:
ADMINISTRATION/LEGAL

2. MEETING DATE:
MAY 28, 2020

3. REQUESTED MOTION/ACTION:
CONSIDER FIRST READING OF ORDINANCE 1526, REGARDING THE ESTABLISHMENT OF CITY ADVISORY COMMITTEES

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

AT ITS REGULAR MEETING ON MAY 14, 2020, THE COUNCIL DISCUSSED THE CREATION OF VARIOUS CITY ADVISORY COMMITTEES, THEIR POSSIBLE PURPOSES AND GENERAL GOVERNING PROVISIONS. THE ATTACHED ORDINANCE PROPOSES TO CODIFY THE CREATION, DURATION, SIZE, DUTIES AND EXPECTATIONS THAT WOULD BE APPLICABLE TO ANY ADVISORY COMMITTEE CREATED BY THE COUNCIL. THE PROPOSED ORDINANCE DOES NOT CREATE ANY ADVISORY COMMITTEES, BUT AUTHORIZES THEIR CREATION BY A RESOLUTION SETTING FORTH THE SPECIFIC PURPOSE AND OBJECTIVES FOR THE COMMITTEE AND THE ELIGIBILITY CRITERIA FOR ITS MEMBERS.

COUNCIL MAY APPROVE, REJECT, OR APPROVE WITH AMENDMENTS THE PROPOSED ORDINANCE. IF A FIRST READING OF THE ORDINANCE IS APPROVED, STAFF WILL NOTICE A PUBLIC HEARING AND SECOND READING OF THE ORDINANCE FOR JUNE.

ORDINANCE NO. 1526

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; AUTHORIZING THE ESTABLISHMENT OF ADVISORY COMMITTEES BY RESOLUTION; PROVIDING FOR THE PURPOSE, DURATION, AND MEMBERSHIP OF COMMITTEES; ESTABLISHING THE GENERAL TERMS, DUTIES AND EXPECTATIONS OF COMMITTEE MEMBERS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY 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, Article V, Chapter 2 of the Code of Ordinances of the City of Panama City Beach, related to Boards, Commissions and Committees is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE V. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 1. – GENERALLY

Sec. 2-202. - Compensation for persons serving on non-advisory boards.

Each member serving upon a non-advisory board created by this Code or any other ordinance of the city shall be entitled to receive as compensation for his service, the sum of ten dollars (\$10.00) for each meeting attended at which official business of the board is conducted. No member shall receive compensation in excess of one hundred twenty dollars (\$120.00) per fiscal year.

Sec. 2-203. Advisory committees.

A. Establishment of committees. Advisory committees may be established by resolution of the City Council. The implementing resolution shall articulate the mission, purposes and objectives or tasks of the advisory committee,

- together with any eligibility criteria for membership on the committee. A Councilperson shall be selected to serve as a non-voting committee liaison.
- B. Dissolution of committees. Unless otherwise directed by resolution of the City Council, the duration of an advisory committee shall be two years.**
- C. Membership. Committees shall consist of five members. Each Councilmember shall nominate one member to the committee. It is the intent of the City Council that as many persons as possible be invited to serve on the City's advisory committees. To that end, no person shall serve as a member of more than one committee if other qualified applicants are available to serve.**
- D. Term of Office. Unless otherwise established by the Council, the term of office for persons appointed to advisory committees shall be two years in length. A member whose term expires, or whose seat is deemed vacant, shall continue to serve until a successor is appointed.**
- E. General Duties.**
- 1. Committees shall meet at least quarterly, or more often as may be needed to fulfill their duties and responsibilities.**
 - 2. At its first meeting, each committee shall elect from its membership a chairperson, who shall serve in that capacity for one year to preside over the meeting protocols of the committee.**
 - 3. No less than annually, each Committee shall make a report to the Council regarding its activities, findings and recommendations.**
 - 4. Committees and their members have no authority to expend funds or make obligations on behalf of the City. Committees shall have no authority to make final decisions, but shall provide advice to the City Council and staff.**
- F. Expectations of committee Members.**
- 1. Compliance with State laws. The committee and all its proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, the Florida Public Records Law, the Florida Ethics Code, and all other applicable local or state rules. All meetings, records and reports of the committee shall be open to the public in accordance with Section 286.011 and section 119.07, Florida Statutes.**
 - 2. Compliance with City rules. Committees and their members shall comply with applicable City ordinances, rules and policies.**
 - 3. Code of Conduct. Committee members shall:**
 - i. Operate with integrity;**
 - ii. Treat the public, staff and each other with civility, dignity and trust.**
 - iii. Respect the limitations of their individual and collective authority.**
 - iv. Remain focused on tasks.**
 - v. Respect and ensure multiple opinions and contributions are heard.**
 - vi. Take collective responsibility for the committee's performance.**
 - 4. Attendance. Committee members shall attend no less than 80% of all**

meetings unless excused by majority vote of the committee. The committee shall recommend removal of any member with unexcused absences at three or more consecutive meetings.

5. Members of advisory committees shall serve without compensation but may be reimbursed for expenses reasonably incurred by them in the performance of their duties as members when authorized by their respective committee and the City Council.
6. Unless otherwise required by law, a member of an advisory committee may be removed from their office for any reason or no reason by a majority vote of the City Council.

Secs. 2-204—2-215. - Reserved.

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

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

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

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

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
MAY 28, 2020

3. REQUESTED MOTION/ACTION:
CONSIDER RESOLUTION ESTABLISHING PURPOSE, MEMBERSHIP CRITERIA, DUTIES AND DURATION OF A FINANCIAL ADVISORY COMMITTEE

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

AT ITS MAY 14, 2020 MEETING, THE COUNCIL DIRECTED STAFF TO PREPARE A RESOLUTION ESTABLISHING A FINANCIAL ADVISORY COMMITTEE. THE ATTACHED RESOLUTION SETS FORTH THE MISSION AND ASSIGNMENTS CONTEMPLATED IN THE CITY MANAGER'S 5/14/2020 MEMO FOR THIS PROPOSED COMMITTEE, AND CONFIRMS THE MEETING SCHEDULE DISCUSSED BY THE COUNCIL.

THE COUNCIL MAY APPROVE, REJECT OR MODIFY THE PROPOSED RESOLUTION.

RESOLUTION 20-115

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING A FINANCIAL ADVISORY COMMITTEE, AND THE PURPOSE, MEMBERSHIP CRITERIA, DUTIES AND DURATION FOR SUCH COMMITTEE AND ITS MEMBERS.

BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida, that a Financial Advisory Committee (the "FAC") is hereby established subject to the following regulations:

- A. Mission and Purpose. The mission of the FAC is to provide citizen input to the City Council and staff regarding financial matters of the City. The Committee shall review short and long-term financial information of the City. The Committee will serve to advise the Council regarding the City's financial condition.
- B. Membership Criteria. All members of the Committee shall be residents, property or business owners in the City.
- C. Duties. The Committee shall:
 - i. Review and familiarize themselves with the City's Financial Management Policies;
 - ii. Review the City's Annual Financial Statements and audit report;
 - iii. Review and consider recommendations regarding the Five Year Financial Model;
 - iv. Receive a presentation on the midyear review for the then current fiscal year, together with the budget assumptions and proposed budget for the coming fiscal year;
 - v. Review the annual employee pension plan actuarial valuation reports, monitor changes to pension plan provider assumptions and methodologies, and make recommendations to the City Council when appropriate;
 - vi. Quarterly review Treasury activities and investment reports;
 - vii. Study infrastructure funding or significant projects and make recommendations to the City Council;
 - viii. Undertake additional projects assigned by the City Council, which may include but not be limited to, review of proposed and existing fee schedules, and review of the City's Salary Survey Study.
 - ix. At least twice annually, the Committee shall make a report to the

Council regarding its activities, findings and recommendations.

D. Meetings. The Committee shall meet monthly April through September, and quarterly October through March.

E. Duration and Sunset. The Committee shall dissolve on September 30, 2022, unless its duration is extended by Resolution of the City Council.

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

Jo Smith, Interim City Clerk

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

FINANCE / HOLLY WHITE

2. MEETING DATE:

MAY 28, 2020

3. REQUESTED MOTION/ACTION:

APPROVE FIRST READING OF ORDINANCE 1523 AMENDING THE CITY'S GENERAL EMPLOYEES' PENSION PLAN TO CHANGE THE VESTING PERIOD FOR NON-CIVIL SERVICE EMPLOYEES

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

THE CITY'S GENERAL EMPLOYEES' PENSION PLAN ALLOWS EMPLOYEES' BENEFITS TO VEST UPON ACHIEVING TEN (10) YEARS OF SERVICE WITH THE CITY.

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

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

THE CITY'S GENERAL EMPLOYEES' PENSION BOARD HAS REVIEWED AND APPROVED THIS CHANGE.

STAFF BELIEVES THIS WILL STRENGTHEN FUTURE RECRUITMENT FOR HIGHLY SKILLED POSITIONS. STAFF HAS SOUGHT AN ACTUARIAL ANALYSIS OF THE FISCAL IMPACT OF THIS CHANGE TO THE GENERAL EMPLOYEES' PENSION PLAN AND BELIEVES THAT THE CHANGE WILL HAVE A SMALL EFFECT ON THE LIABILITY AND CONTRIBUTION TO THE PLAN.

STAFF RECOMMENDS APPROVAL. IF APPROVED, THIS ORDINANCE WILL BE SCHEDULED FOR SECOND READING AND ADOPTION.

ORDINANCE NO. 1523

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH; FURTHER AMENDING THE CITY OF PANAMA CITY BEACH GENERAL MUNICIPAL EMPLOYEES' PENSION PLAN, ADOPTED PURSUANT TO ORDINANCE NO. 1158; AS SUBSEQUENTLY AMENDED; AMENDING SECTION 9, VESTING; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA;

SECTION 1: That the City of Panama City Beach General Municipal Employees' Pension Plan, adopted pursuant to Ordinance No. 1158, as subsequently amended, is hereby further amended by add Section 9, Vesting, subsection 3., to read as follows:

If a Member terminates his employment as a General Employee, either voluntarily or by discharge, and is not eligible for any other benefits under the System, the Member shall be entitled to the following:

1. If the Member has less than ten (10) years of Credited Service upon termination, the Member shall be entitled to a refund of his Accumulated Contributions or the Member may leave it deposited with the Fund.

2. If the Member has ten (10) or more years of Credited Service upon termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the Member's Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him commencing at Member's otherwise normal or early retirement date, determined based upon his actual years of Credited Service, provided he does not elect to withdraw his Accumulated Contributions and provided the Member survives to his otherwise normal or early retirement date. If the Member does not withdraw this Accumulated Contributions and does not survive to his otherwise normal or early retirement date, his designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, vested or eligible for Retirement under Pre-Retirement Death.

3. Effective October 1, 2019, non-civil service employees of the City who are Members of the System and who have five (5) or more years of Credited Service upon termination, shall be entitled to the monthly retirement benefit described above.

* * *

SECTION 2: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3: That this Ordinance shall become effective upon its adoption.

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

CITY OF PANAMA CITY BEACH, FLORIDA

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.

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

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Administration / Holly White

2. MEETING DATE:
May 28, 2020

3. REQUESTED MOTION/ACTION:

STAFF recommends that Council approve the setup of a new Special Revenue Fund to account for the activities of the Stormwater Management System retroactive to October 1, 2019.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Historically, the City has accounted for the activities related to stormwater management as a division within the Utility Fund. Staff requests that Council approve the transfer of beginning balances as of October 1, 2019 related to stormwater activities from the Utility Fund to a new Special Revenue Fund. This will provide greater transparency with regard to stormwater management activities and also make regulatory and rate reports simpler for Utility and Finance personnel who will no longer have to split out stormwater activities from those of water and sewer (pledged revenues for bond issues). Concurrent with the transfer of beginning balances, Staff requests that Council authorize the transfer of the amended budget to date in fiscal year 2020 related to stormwater activities from the Utility Fund to the new Stormwater Special Revenue Fund.

Assuming that Council concurs with staff's request, all stormwater activity for October 2019 through May 2020 will be transferred to the new fund and beginning June 1, 2020, the new fund will be used to account for stormwater revenue and expenditures for the balance of fiscal year 2020 and forward.

STAFF recommends that Council approve the setup of the Stormwater Management Fund retroactive to October 1, 2019.

RESOLUTION 20-116

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH APPROVING THE ESTABLISHMENT OF A STORMWATER SPECIAL REVENUE FUND; AUTHORIZING THE TRANSFER OF STORMWATER MONIES FROM THE UTILITY FUND INTO THE NEWLY ESTABLISHED FUND.

WHEREAS, the City has traditionally accounted for activities related to stormwater management as a division within the Utility Fund

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

WHEREAS, the City's stormwater management revenues above meet the established criteria and, as such, are eligible to be accounted for in a special revenue fund; and

WHEREAS, staff requests the establishment of a special revenue fund, retroactive to October 1, 2019, so that beginning balances at October 1, 2019 can be transferred from the Utility Fund to the newly established Special Revenue Fund, and all revenue and expenditures for fiscal year 2019-2020 can be accounted for in the new fund; and

WHEREAS, the Council finds that accounting for this specific revenue stream within its own Special Revenue Fund will provide greater financial transparency to the citizens of Panama City Beach and the users of the City's financial statements.

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

1. The City Council hereby approves the establishment of a Special Revenue Fund titled "Stormwater Management Fund" to account for stormwater revenue and expenditures, and authorizes the transfer the amended budget related to stormwater activities from the Utility

Fund to the newly created Stormwater Management Fund, *nunc pro tunc* October 1, 2019. The appropriate officers of the City are authorized and directed to take all necessary and appropriate actions to implement the actions approved herein.

2. This Resolution shall take effect immediately upon passage.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk

City of Panama City Beach, Florida
Stormwater Balance Sheet
September 30, 2019

CURRENT ACCT #	PROPOSED ACCT #	DESCRIPTION	Stormwater
401-0000-101.05-00	180-0000-104.00-00	CASH / STORMWATER	2,034,158.73
401-0000-115.45-00	180-0000-115.45-00	ACCOUNTS RECEIVABLE / STORMWATER ASSESSMENTS	1,824.44
401-0000-131.01-00	180-0000-131.01-00	DUE FROM OTHER FUNDS / GENERAL FUND	14.65
401-0000-133.60-00	180-0000-133.60-00	DUE FROM OTHER GOVTS / BAY COUNTY	52,358.06
401-0000-133.80-00	180-0000-133.80-00	DUE FROM OTHER GOVTS / GRANTS RECEIVABLE	96,051.00
401-0000-155.01-00	180-0000-155.01-00	PREPAIDS / INSURANCE	512.78
401-0000-161.90-00	180-0000-161.90-00	FIXED ASSETS / LAND	158,074.47
401-0000-164.90-00	180-0000-164.90-00	FIXED ASSETS / IMPROV OTHER THAN BLDGS	3,712,885.94
401-0000-165.90-00	180-0000-165.90-00	FIXED ASSETS / ACCUM DEPR IMPROV O/T BLD	(587,009.00)
401-0000-166.90-00	180-0000-166.90-00	FIXED ASSETS / MACHINERY AND EQUIPMENT	1,165,751.12
401-0000-167.90-00	180-0000-167.90-00	FIXED ASSETS / ACCUM DEPREC MACHINERY AND EQUIPMENT	(815,356.00)
401-0000-169.30-00	180-0000-169.30-00	CONSTRUCTION IN PROGRESS / STORMWATER	780,946.93
401-0000-169.99-90	180-0000-169.99-90	DEFERRED OUTFLOWS OPEB	7,832.00
401-0000-169.99-99	180-0000-169.99-99	DEFERRED OUTFLOWS GASB 68 PENSION	68,952.00
401-0000-202.00-00	180-0000-202.00-00	DUE TO OTHER FUNDS / ACCOUNTS PAYABLE	(13,984.86)
401-0000-202.75-00	180-0000-202.75-00	ACCOUNTS PAYABLE / PURCHASING CARD PAYABLE	(2,904.01)
401-0000-205.00-00	180-0000-205.00-00	DUE TO OTHER FUNDS / CONTRACTS PAYABLE	(311,517.53)
401-0000-206.00-00	180-0000-206.00-00	DUE TO OTHER FUNDS / RETAINAGE PAYABLE	(55,537.72)
401-0000-210.90-00	180-0000-210.90-00	ACCRUED ABSENCES / LONG TERM	(95,877.26)
401-0000-216.00-00	180-0000-216.00-00	OTHER LIABILITIES / ACCRUED WAGES	(11,258.75)
401-0000-227.10-00	180-0000-227.10-00	DEFERRED INFLOWS GASB 68 PENSION	(112,277.00)
401-0000-227.50-00	180-0000-227.50-00	DEFERRED INFLOWS OPEB	(2,449.00)
401-0000-237.10-00	180-0000-237.10-00	NET PENSION LIABILITY	37,725.00
401-0000-238.10-00	180-0000-238.10-00	LONG-TERM / OPEB LIABILITY	(576,834.00)
			<u>5,532,081.99</u>
401-0000-247.05-00	180-0000-247.05-00	FUND BAL-OTHER RESERVES / RES INVEST CAPITAL ASSETS	(4,048,238.21)
401-0000-248.40-00	180-0000-248.40-00	RESERVED FUND BALANCE	(1,483,843.78)
		net income	<u>0.00</u>

RESOLUTION NO. 19-139
A RESOLUTION ESTABLISHING THE BUDGET FOR THE CITY OF
PANAMA CITY BEACH, FLORIDA FOR THE FISCAL YEAR 2019-2020
APPROPRIATING REVENUES AND PROVIDING AN EFFECTIVE DATE.

Section 1. The following budget is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning 1 October, 2019, and ending 30 September, 2020

STORMWATER SPECIAL REVENUE FUND

<u>CASH BALANCES BROUGHT FORWARD</u>	<u>\$1,966,198.00</u>
<u>ESTIMATED INCOME</u>	<u>\$1,780,500.00</u>
<u>TOTAL ESTIMATED INCOME AND BALANCES</u>	<u>\$3,746,698.00</u>
<u>EXPENDITURES</u>	<u>\$3,276,070.00</u>
<u>RESERVES RESTRICTED FUNDS</u>	<u>\$470,628.00</u>
<u>TOTAL APPROPRIATED EXPENDITURES AND RESERVES</u>	<u>\$3,746,698.00</u>

CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
STORMWATER INCOME AND NON-REVENUE

<u>CODE</u>	<u>ACCOUNT DESCRIPTION</u>	<u>BUDGET</u> <u>2019-2020</u>	<u>AMENDED</u> <u>BUDGET</u> <u>2019-2020</u>	<u>PROPOSED</u> <u>BUDGET</u> <u>2020-2021</u>
180-0000-329.60-00	<u>Driveway Connections</u>	\$8,000.00	\$8,000.00	\$0.00
180-0000-331.50-00	<u>Federal Grants Hurricane Michael</u>	\$0.00	\$96,000.00	\$0.00
180-0000-343.90-00	<u>Stormwater Fees</u>	\$1,664,500.00	\$1,664,500.00	\$0.00
180-0000-361.10-00	<u>Interest Earnings Unrestricted</u>	\$0.00	\$0.00	\$0.00
180-0000-369.04-00	<u>Engineering Review Fees SW</u>	\$12,000.00	\$12,000.00	\$0.00
180-0000-369.05-00	<u>Stormwater Mitigation App Fees</u>	\$0.00	\$0.00	\$0.00
180-0000-369.90-10	<u>Miscellaneous</u>	\$0.00	\$0.00	\$0.00
180-0000-389.90-70	<u>Cash Carry Forward Restricted</u>	\$1,704,198.00	\$1,966,198.00	\$0.00
<u>TOTAL INCOME AND NON-REVENUE</u>		<u>\$3,388,698.00</u>	<u>\$3,746,698.00</u>	<u>\$0.00</u>
			10.56%	-100.00%
				-100.00%

**CITY OF PANAMA CITY BEACH BUDGET WORKSHEET
STORMWATER**

<u>CODE</u>	<u>ACCOUNT DESCRIPTION</u>	<u>BUDGET 2019-2020</u>	<u>AMENDED BUDGET 2019-2020</u>	<u>PROPOSED BUDGET 2020-2021</u>
PERSONAL SERVICES				
180-3800-538.12-10	Salaries Regular	\$430,000.00	\$430,000.00	\$0.00
180-3800-538.14-10	Salaries Overtime	\$6,000.00	\$6,000.00	\$0.00
180-3800-538.15-10	Salaries Special	\$3,350.00	\$3,350.00	\$0.00
180-3800-538.15-20	Vehicle Expense	\$2,160.00	\$2,160.00	\$0.00
180-3800-538.15-30	Incentive Pay	\$550.00	\$550.00	\$0.00
180-3800-538.21-10	Matching FICA	\$33,818.00	\$33,818.00	\$0.00
180-3800-538.22-10	Retirement	\$31,692.00	\$31,692.00	\$0.00
180-3800-538.23-10	Health Insurance	\$66,000.00	\$66,000.00	\$0.00
180-3800-538.23-20	Dental Insurance	\$3,100.00	\$3,100.00	\$0.00
180-3800-538.23-30	Life Insurance	\$1,100.00	\$1,100.00	\$0.00
TOTAL PERSONAL SERVICES		\$577,770.00	\$577,770.00	\$0.00
			0.00%	-100.00%
OPERATING EXPENSES				
180-3800-538.31-10	Professional Legal	\$15,000.00	\$15,000.00	\$0.00
180-3800-538.31-20	Professional Medical	\$350.00	\$350.00	\$0.00
180-3800-538.31-30	Professional Engineering/Architect	\$75,000.00	\$113,000.00	\$0.00
180-3800-538.31-50	Professional Surveying/Plat Review	\$5,000.00	\$5,000.00	\$0.00
180-3800-538.31-60	Professional Other	\$18,000.00	\$18,800.00	\$0.00
180-3800-538.32-10	Accounting and Auditing	\$2,400.00	\$2,400.00	\$0.00
180-3800-538.34-10	Other Contractual Services	\$40,500.00	\$40,500.00	\$0.00
180-3800-538.40-10	Travel and Per Diem	\$5,000.00	\$5,000.00	\$0.00
180-3800-538.41-10	Communication Telephone / Other	\$10,500.00	\$10,500.00	\$0.00
180-3800-538.42-10	Communication Postage	\$6,000.00	\$6,000.00	\$0.00
180-3800-538.42-20	Communication Freight/Express Chg	\$100.00	\$100.00	\$0.00
180-3800-538.43-10	Utilities Electricity	\$3,700.00	\$3,700.00	\$0.00
180-3800-538.43-20	Utilities Waste Disposal	\$4,000.00	\$4,000.00	\$0.00
180-3800-538.44-10	Rentals and Leases	\$3,000.00	\$3,000.00	\$0.00
180-3800-538.45-10	Insurance Liability, Property, Auto	\$22,500.00	\$22,500.00	\$0.00
180-3800-538.45-30	Insurance Windstorm	\$750.00	\$750.00	\$0.00
180-3800-538.46-50	Repairs and Mte Other	\$70,000.00	\$70,000.00	\$0.00
180-3800-538.46-60	Repairs and Mte Beach Outfalls	\$40,000.00	\$40,000.00	\$0.00
180-3800-538.47-10	Printing and Binding	\$5,000.00	\$5,000.00	\$0.00
180-3800-538.49-10	Other Current Charges	\$3,500.00	\$3,500.00	\$0.00
180-3800-538.51-10	Office Supplies	\$1,400.00	\$1,400.00	\$0.00
180-3800-538.52-10	Operating Supplies	\$35,000.00	\$35,000.00	\$0.00
180-3800-538.52-20	Fuel, Oil and Lubricants	\$19,000.00	\$19,000.00	\$0.00
180-3800-538.54-10	Books, Pubs and Memberships	\$1,000.00	\$1,000.00	\$0.00
180-3800-538.55-10	Training and Education	\$2,500.00	\$2,500.00	\$0.00
180-3800-538.56-20	Licenses	\$300.00	\$300.00	\$0.00
180-3800-538.56-30	Permits and Fees	\$500.00	\$500.00	\$0.00
TOTAL OPERATING EXPENSES		\$390,000.00	\$428,800.00	\$0.00
			9.95%	-100.00%
CAPITAL OUTLAY				
180-3800-538.60-10	Capital Outlay < \$5,000	\$8,000.00	\$8,000.00	\$0.00
180-3800-538.61-10	Land	\$60,000.00	\$60,000.00	\$0.00
180-3800-538.64-20	Machinery and Equipment	\$227,500.00	\$237,500.00	\$0.00
180-3800-538.65-06	CIP Eagle Drive	\$325,000.00	\$350,000.00	\$0.00
180-3800-538.65-12	CIP Henley	\$45,000.00	\$45,000.00	\$0.00
180-3800-538.65-13	CIP Colony Club	\$60,000.00	\$60,000.00	\$0.00
180-3800-538.65-14	CIP Glades Drainage Basin (Main) (Ditch)	\$555,000.00	\$690,000.00	\$0.00
180-3800-538.65-23	CIP Sea Oats Drive	\$430,000.00	\$484,000.00	\$0.00
180-3800-538.65-27	CIP Glades Drainage Basin (Church)	\$105,000.00	\$105,000.00	\$0.00
180-3800-538.65-28	CIP Glades Drainage Basin (Culvert)	\$130,000.00	\$130,000.00	\$0.00
180-3800-538.65-90	CIP Other (BP Restore Act)	\$100,000.00	\$100,000.00	\$0.00
TOTAL CAPITAL OUTLAY		\$2,045,500.00	\$2,269,500.00	\$0.00
			10.95%	-100.00%
TOTAL BUDGET		\$3,013,270.00	\$3,276,070.00	\$0.00
			8.72%	-100.00%
				-100.00%

REGULAR ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Kelly Jenkins

2. MEETING DATE:

05/28/2020

3. REQUESTED MOTION/ACTION:

Discussion to approve the future proposed alignment of Bay Parkway to the east.

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

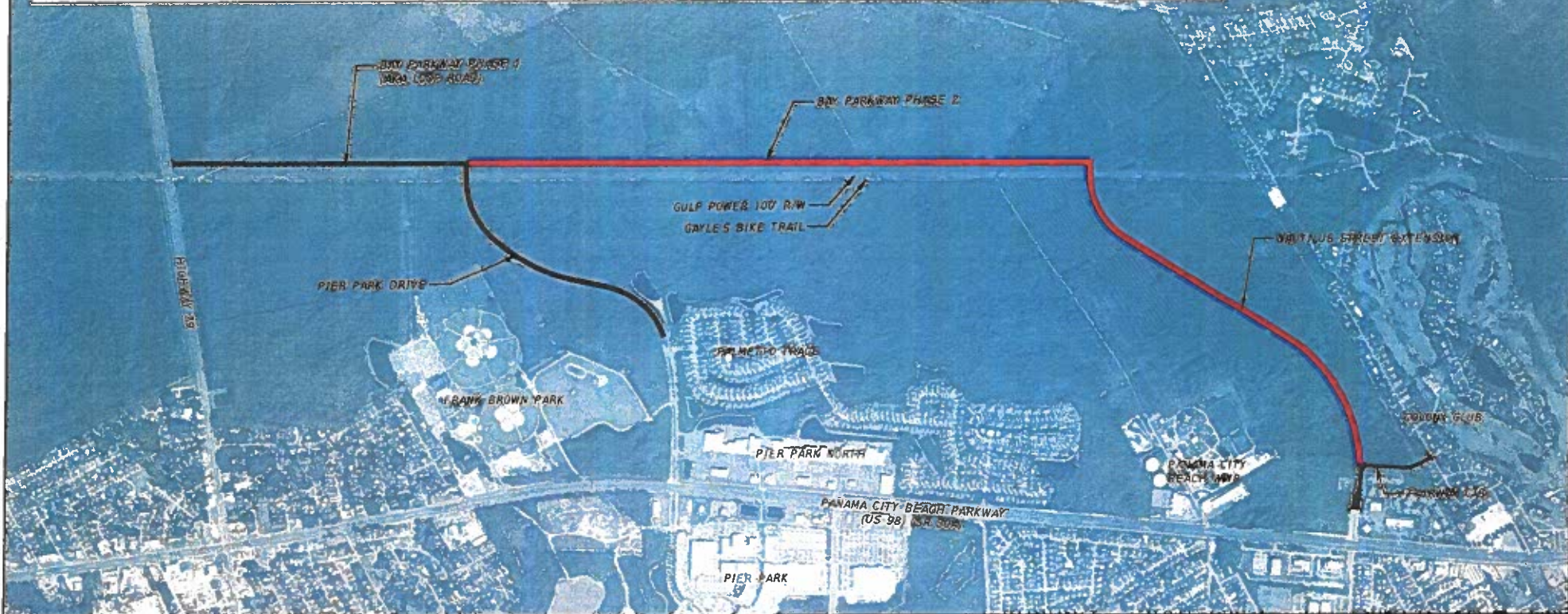
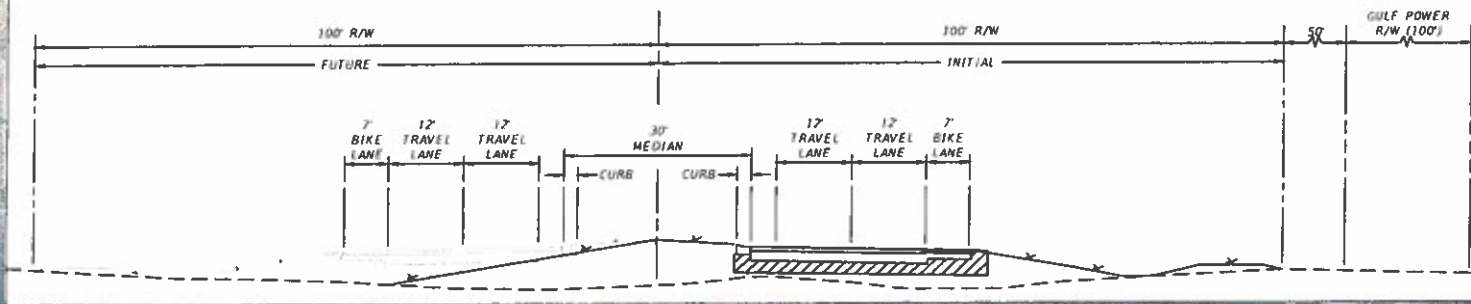
6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

Upon completion of Bay Parkway Ph 2, the traveling public will have an alternative route on a new 2 lane road from Highway 79 to the east, with a terminus at Nautilus and Back Beach Road (see Bay Parkway Phase 2 map).

There are two alignment options for "Section A" (see Preliminary Bay Parkway Overall exhibit) from Nautilus to Clara Ave:

- Option 1 - Continue the east/west section to follow the current alignment approximately within the Gulf Power Easement through Trieste.
 - 2 Lane at grade ~ \$26M, 4 year completion schedule
 - 4 Lane at grade ~ \$35M, completion schedule TBD
- Option 2 - Route traffic south down Nautilus to tie into Back Beach Road, head east along Back Beach Road to tie into Clara Ave., then continue back north to the Gulf Power Easement.
 - 2 Lane at grade ~ \$2M, 4 year completion schedule
 - 4 Lane at grade ~ \$20M, completion schedule TBD

TYPICAL SECTION BAY PARKWAY PHASE 2



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



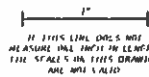
CLIENT

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

PROJECT

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

BAY PARKWAY PHASE 2



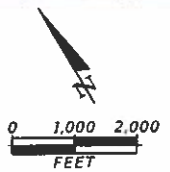
PRELIMINARY BAY PARKWAY FUTURE EXPANSION

	~ COST 2 LANE	~ TOTAL TIME 2 LANE ONLY	~ COST 4 LANE
Section A OPTION 1 – Nautilus to Clara (Through Trieste)			
A1 – On Grade	\$26 Million	4 Years	\$35 Million
A1.1 – Bridge Span	\$42 Million	5 Years	\$73 Million
Section A OPTION 2 – Nautilus to Clara (Around Trieste)			
A2 – On Grade – tie into BBR. Currently widening of BBR in FDOT's work plan for 6 lanes (potentially add 2 more lanes \$ TBD)	\$2 Million	1.5 Years ¹ 4 Years (w/ FDOT improvements) ¹	\$20 Million
A2.1 – Flyover @ BBR	\$65 Million	10 Years	\$111 Million
Section B – Clara to Alf Coleman (On Grade)	\$ 13 Million	3 Years ¹	\$ 21 Million
Section C – Alf Coleman to Chip Seal Pkwy	\$21 Million ²	7-10 Years ²	\$32 Million ²
Alf Coleman to Chip Seal Pkwy - Alternate Route	\$21 Million ²	7-10 Years ²	\$32 Million ²
AREA IN MITIGATION BANK IS UNKNOWN FOR TIME & MONEY			

Note 1. Section A2 could be done concurrently with Section B to get connectivity to Alf Coleman. (The functionality of Section A2 is dependent on Section B). This option currently does not include any improvements to Back Beach Road (connecting only). All improvements could be completed simultaneously with FDOT's widening of Back Beach Road (~4 years).

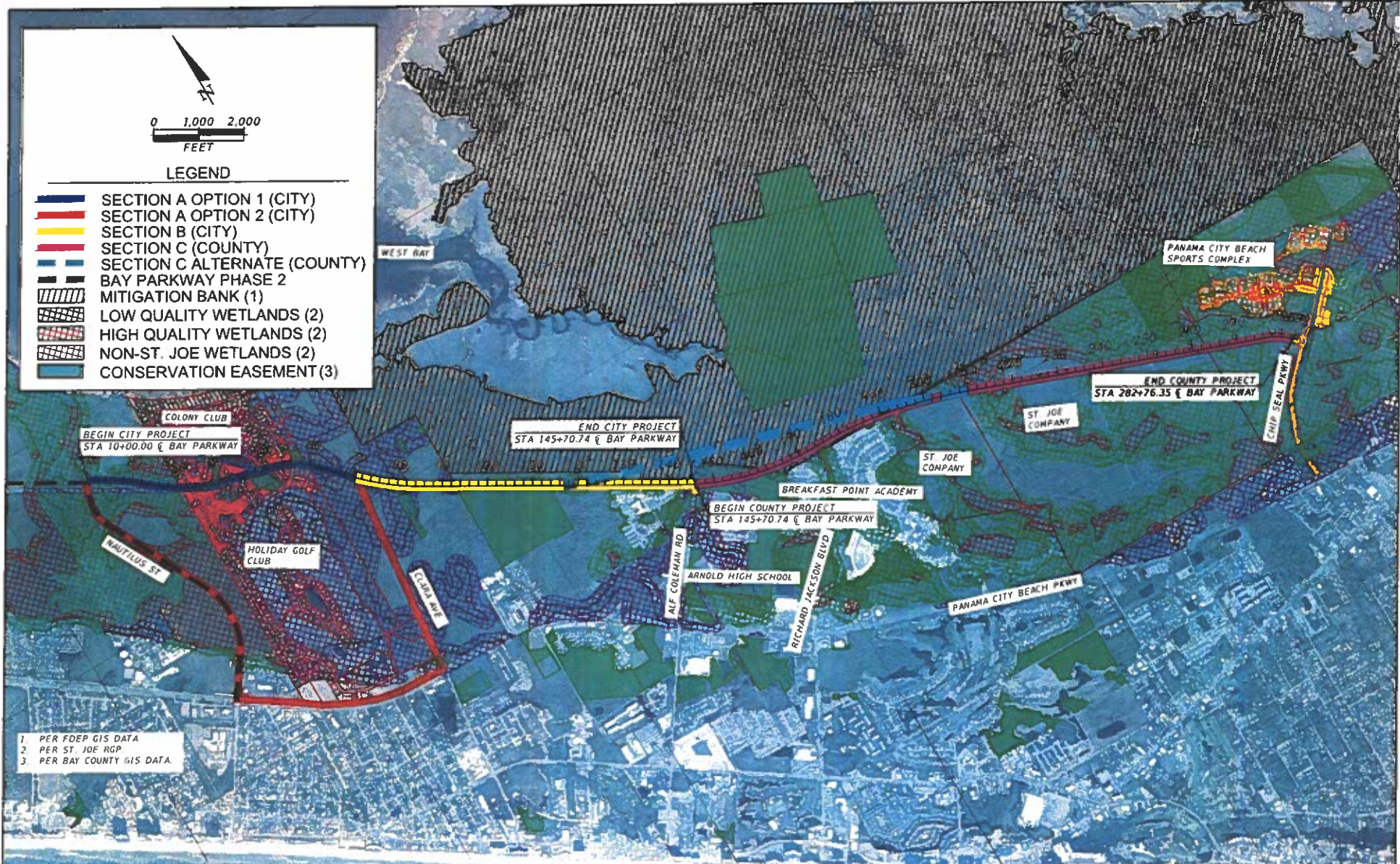
Note 2. Section C is based on estimated cost of land right of way (R/W), Engineering (ENGR), limited CEI, Environmental Assessment (EA), and Construction. The mitigation area is not included due to the unknown requirements and complexity of obtaining a modification to the mitigation bank permit.

Note 3. All figures are based upon current costs. Costs may increase yearly by a varying rate (potentially 5% per year)



LEGEND

- SECTION A OPTION 1 (CITY)
- SECTION A OPTION 2 (CITY)
- SECTION B (CITY)
- SECTION C (COUNTY)
- SECTION C ALTERNATE (COUNTY)
- BAY PARKWAY PHASE 2
- MITIGATION BANK (1)
- LOW QUALITY WETLANDS (2)
- HIGH QUALITY WETLANDS (2)
- NON-ST. JOE WETLANDS (2)
- CONSERVATION EASEMENT (3)



1. PER FDEP GIS DATA
2. PER ST. JOE RGP
3. PER BAY COUNTY GIS DATA.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CITY OF PANAMA CITY BEACH		
PROJECT	COUNTY	FPID
PRELIMINARY BAY PKWY	BAY	N/A

**PRELIMINARY BAY PARKWAY
OVERALL EXHIBIT**

SHEET
WU

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CITY MANAGER / TONY O'ROURKE

2. MEETING DATE:

MAY 28, 2020

3. REQUESTED MOTION/ACTION:

APPOINT A SEAT TO THE BAY COUNTY AIRPORT AUTHORITY BOARD.

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 CHAPTER 2010-274, THE BOARD OF DIRECTORS OF THE PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT IS COMPRISED OF SEVEN MEMBERS WITH THE CITY COUNCIL APPOINTING TWO OF THOSE MEMBERS. COUNCIL APPOINTEES MUST BE RESIDENTS OF BAY COUNTY AND SERVE A 4-YEAR TERM.

THE CITY COUNCIL'S CURRENT APPOINTEES ARE DEL LEE AND KEN NELSON. COMMISSIONER NELSON'S TERM EXPIRES ON JUNE 30, 2020. THE COUNCIL MAY APPOINT ANY QUALIFIED COUNTY RESIDENT OF ITS CHOOSING.

AIRPORT AUTHORITY

- 1 KEN NELSON 153 HEATHER DR
- 2 DAVID OWREY 113 BID-A-WEE LANE
- 3 REX REID 202 GULF LANE
- 4 WILLIAM STROUPE 193 GRANDE ISLAND BLVD

1

COMMITTEE VOLUNTEER
AIRPORT BOARD APPLICATION
PLEASE PRINT

NAME: Ken Nelson

HOME ADDRESS: 153 Heather Dr, Panama City Beach,

MAILING ADDRESS: 153 Heather Dr, Panama City Beach, Fl 32413

Home Phone: _____ Business Phone: 234-085 Cell: 258-7249
How is it best to contact you during the day? cell

E-mail Address: TheCaptKen@aol.com Fax Number: 236-5444

Are you a registered voter in Bay County? Yes X No _____
Do you currently hold an elected or appointed public office? Yes _____ No X
If yes, which one(s)? _____

Are you or any of your relatives employed or contracted by the City of Panama City Beach or the Panama City-Bay County Airport and Industrial District.
If yes, please explain: No

The Airport Authority (Panama City-Bay County Airport & Industrial District Board) meets the last Wednesday of each month at 9AM at the Board Room of the terminal Building at the Airport. This is a four year term.

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 as the City's appointee on the Airport Authority Board in a voluntary capacity.

Kenneth Nelson 
Signature of Applicant

4/21/2016
Date

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to jsmith@pcbgov.com or via fax at (850) 233-5108. Closing Date for applications is May 4, 2016, at Noon. Council will make their choices 5/12/16 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcbgov.com.

⏪ Reply all ▾ 🗑 Delete 🚫 Junk 🚫 Block ...

Re: Airport Board application

KN

Ken Nelson <thecaptken@aol.com>

Mon 4/27/2020 10:26 AM

Jo Smith ✉

👍 ↶ ⏪ → ...

[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.

Good Morning Jo,

I saw the appointment coming back up. I'm neither here nor there on being reappointed. If the council wants to reappoint me I will serve and if someone else wants to sit there, I have no problem. Re appointments shouldn't require a new application as they never did in the past. So I will not be filling out a new form.

I hope everything is going great for you. Take care
Ken

In a message dated 4/27/2020 10:08:12 AM Central Standard Time, jsmith@pcb.gov writes:

Hey, Ken

I am temporarily back, as I am sure you know.

Your term is ending 6/30 & the CC wants to advertise.

In case you don't see the website email, here is the appl to fill out if you want to serve another 4 years....

Hope you are doing good- I see the doors open when I pass by so I know you are busy...

Thank you,

Jo

Jo Smith

Executive Assistant to Mayor Mark Sheldon and City Manager Tony O'Rourke/ Interim City Clerk

City of Panama City Beach

17007 Panama City Beach Pkwy

Panama City Beach, FL 32413

(850) 233-5100, ext 2230

(850) 233-5108 (fax)

Under Florida Law, e-mail addresses and contents are public records. If you do not want your e-mail address and content released to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

(2)

RECEIVED

COMMITTEE VOLUNTEER
AIRPORT AUTHORITY BOARD APPLICATION
PLEASE PRINT

MAY 05 2020

IN OFFICE OF
THE CITY CLERK

NAME: David Lee Quincey

HOME ADDRESS: 113 Bid-A-Wee Lane

MAILING ADDRESS: 113 Bid-A-Wee Lane PCB, FL 32413

Home Phone: _____ Business Phone: _____ Cell: 770-365-3026

How is it best to contact you during the day? cell phone - call or text

E-mail Address: dawrey2001@yahoo.com Fax Number: N/A

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)? N/A

Which Board would you prefer? Airport Authority Board

Please provide, if desired, briefly your education and experience: Pilot and Bachelor of Science - Chemistry Military Security Officer

I have read and understand Section 119.01, Florida Statutes, which provides for public officials and employees to disclose their financial interests and volunteer contributions to the public.

David Lee Quincey
Signature



DAVID LEE OWREY

PROFILE

Retired Panama City Beach resident seeking meaningful volunteer opportunity.
Loving husband, father and Pop Pop!

CONTACT

PHONE:
770.365.3026

EMAIL:
dowrey2001@yahoo.com

ADDRESS:
113 Bid a Wee Lane
Panama City Beach, FL 32413

HOBBIES

Travel
Corvette and classic car restoration
Corvette model collection

EDUCATION

Henderson State University
Arkadelphia, Arkansas
1971 -1975
Bachelor of Science – Aerospace Business
USAF Guard Academy graduate 1976
FAA, EPA and development -1976

Priority Jet (pilot) May 2016-Feb 2017 –Pilatus pilot
America West- US Airways & American 1987-2015
Eastern Metro Airlines 1984-1987
Military US Army 1984-2010 CW 4 retired (PIC/Co Pilot UH 1; UH 60)
Aetna Insurance Company 1983-1984
Callan Salvage Company 1979-1982
American Claim Service 1979-1980
Kelly Springfield Tire Company Assistant Manger 1977-1979
Arkansas Division of Aeronautics Assistant Director- 1975-1977 various duties working with development, programming and FAA planning and Chief Pilot

Strengths: Strong leadership ability... capable of successfully following a project through from conception to completion... first class personal presentations and professional attitude... highly motivated to excel and to succeed... excellent communication skills.

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: trexbeach1@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

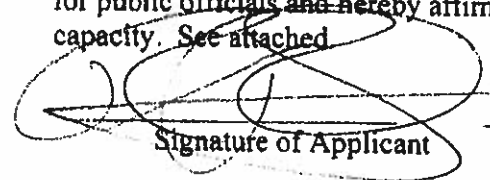
At the present time, do you serve on any City Board, Commission or Committee? NO
If you, which one(s)? _____

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 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.

NOTE:
PLEASE INCLUDE RESUME WITH APPLICATION.

NOTE: You must live within the City limits to be considered for the appointment.


RECEIVED

SEP 30 2020
IN OFFICE OF
THE CITY CLERK

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Application Planning Board

ⓘ You replied on Thu 4/30/2020 11:45 AM

 TRex Beach <trexbeach1@gmail.com>
Tue 4/28/2020 11:38 AM
Jo Smith ✓

👍 ↶ ⏪ → ⋮

Planning App.pdf
690 KB

[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.

If you have any questions please let me know. And if you could let me know you received this I would appreciate it.

Thanks, RR

Rex Reid
Founder/CEO
Institute of Lean Six Sigma
404-694-5565
www.iolss.com

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: bill@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 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.

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 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.

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

100%

Bill Stroupe <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

REGULAR ITEM

8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA / David O. Campbell

2. MEETING DATE:

5/28/2020

3. REQUESTED MOTION/ACTION:

Discussion of Resident Parking in the CRA

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 currently has three (3) pay-to-park facilities located in the CRA:

1. Thomas Drive across from Ripley's (unpaved)
2. Churchwell Drive
3. Richard Jackson Blvd at the Burger King and Ocean Towers Condominium.

There are currently no provisions in each lot to designate a certain number of spaces for PCB residents. Staff was tasked to provide City Council with options to improve the ability for residents to park in each lot and to incorporate the chosen option in the upcoming pay-to-park mobile phone app set to go into service in June 2020.

The attached Power Point presentation discusses the options.

PANAMA
CITY BEACH
FRONT
BEACH ROAD
CRA
PARKING



1. Thomas Drive at Ripley's
2. Churchwell Drive
3. Richard Jackson Blvd.

PANAMA CITY BEACH FRONT BEACH ROAD CRA PARKING

- 96 PARKING SPACE
- 15 TRUCK/TRAILER/RV SPACES
- 48 RESERVED FOR PCB RESIDENTS
- RATES
 - \$1 PER HOUR
 - \$6 PER DAY
 - \$42 PER WEEK



THOMAS DRIVE PARKING LOT
AT RIPLEY'S

PANAMA CITY BEACH
FRONT BEACH ROAD CRA
PARKING



**PCB RESIDENT PARKING
2020**

3" X 2" RESIDENT BUMPER DECAL
\$30 ANNUAL

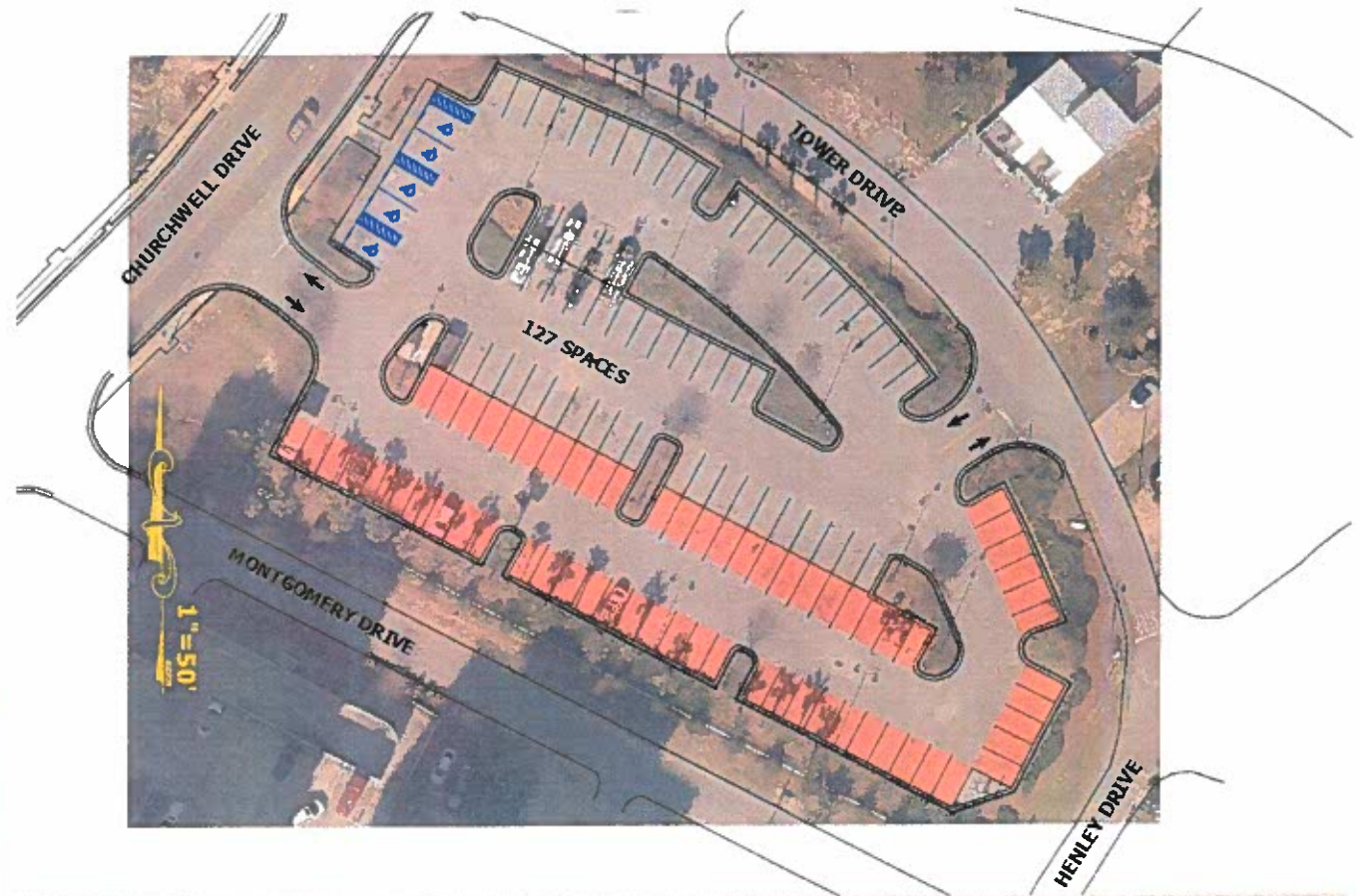


**PCB RESIDENT
PARKING
WITH DECAL
ONLY**

12" X 18" SIGN AT THOMAS DRIVE LOT

PANAMA CITY BEACH FRONT BEACH ROAD CRA PARKING

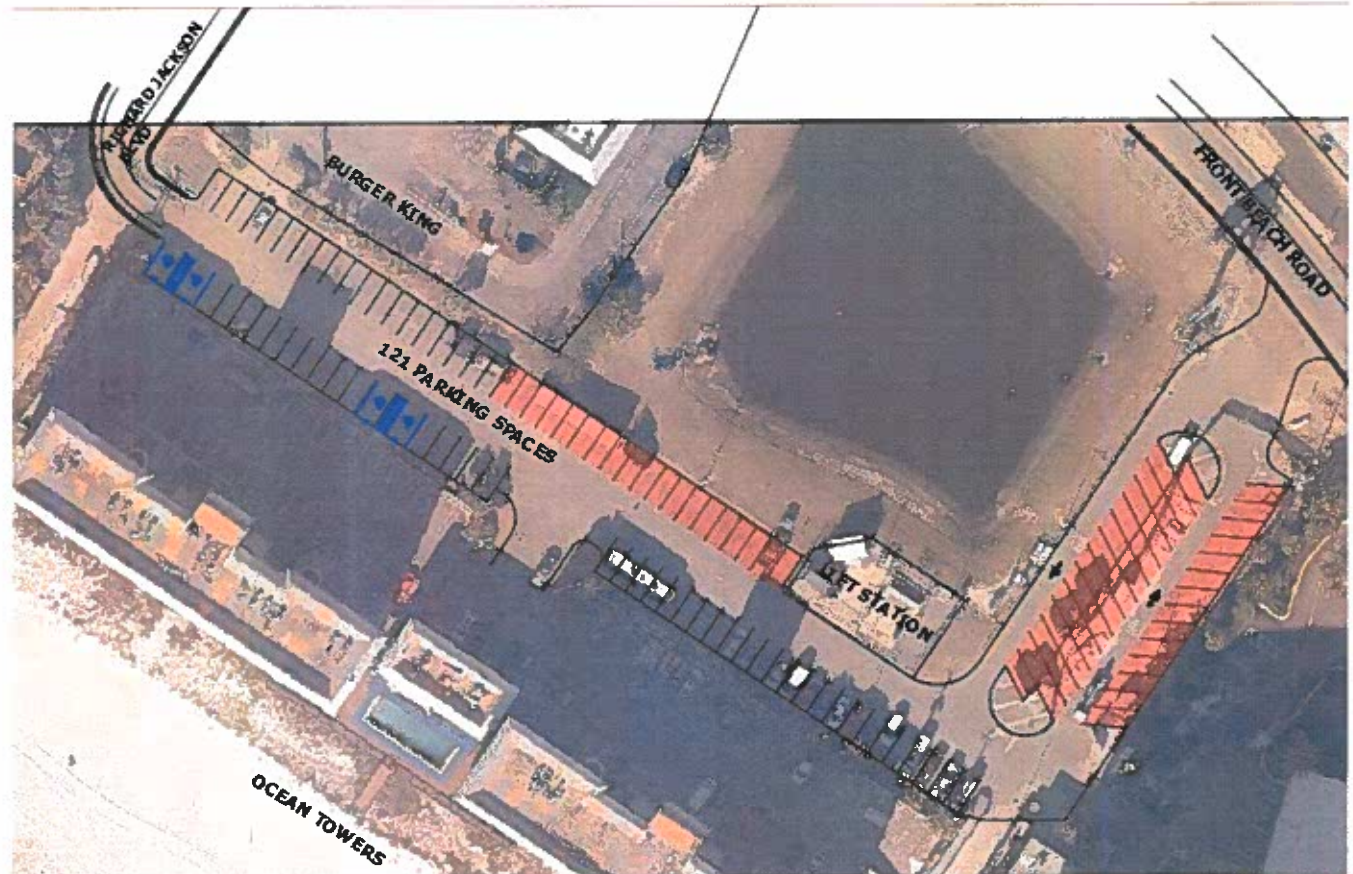
- 127 PARKING SPACE
- 64 SPACES RESERVED FOR LOCAL RESIDENTS (RED)
- RATES
\$1 PER HOUR
\$6 PER DAY



CHURCHWELL DRIVE PARKING LOT

PANAMA CITY BEACH FRONT BEACH ROAD CRA PARKING

- 121 PARKING SPACE
- 60 SPACES RESERVED FOR LOCAL RESIDENTS (RED)
- RATES
\$1 PER HOUR
\$6 PER DAY

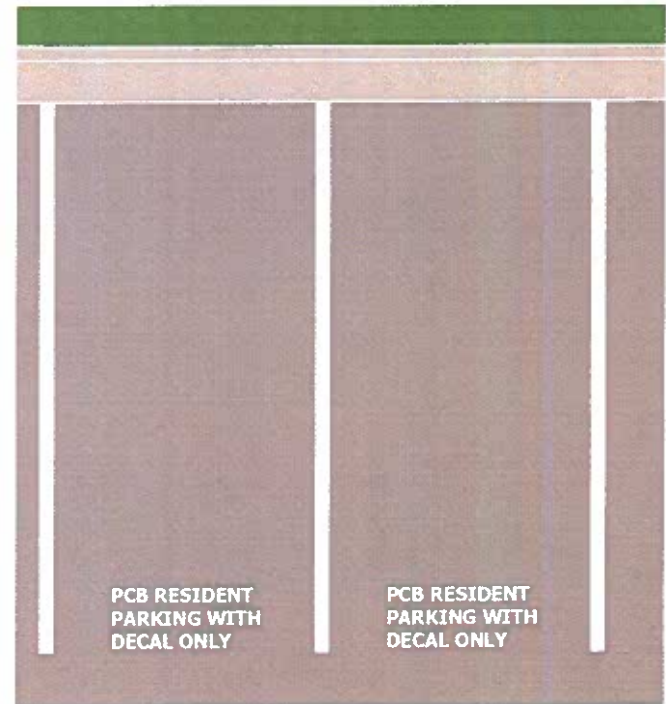


RICHARD JACKSON BLVD
PARKING LOT

PANAMA CITY BEACH
FRONT BEACH ROAD CRA
PARKING



1 SIGN PER 10 SPACES



6" WHITE LETTERS DESIGNATING RESIDENT PARKING

PANAMA CITY BEACH
FRONT BEACH ROAD CRA
PARKING



**PCB RESIDENT PARKING
2020**

3" X 2" RESIDENT BUMPER DECAL
\$30 ANNUAL



**PCB RESIDENT
PARKING
WITH DECAL
ONLY**

12" X 18" SIGN AT THOMAS DRIVE LOT

REGULAR ITEM

9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA / David O. Campbell

2. MEETING DATE:

5/28/2020

3. REQUESTED MOTION/ACTION:

Discussion of the installation of bike racks at selected beach access locations

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

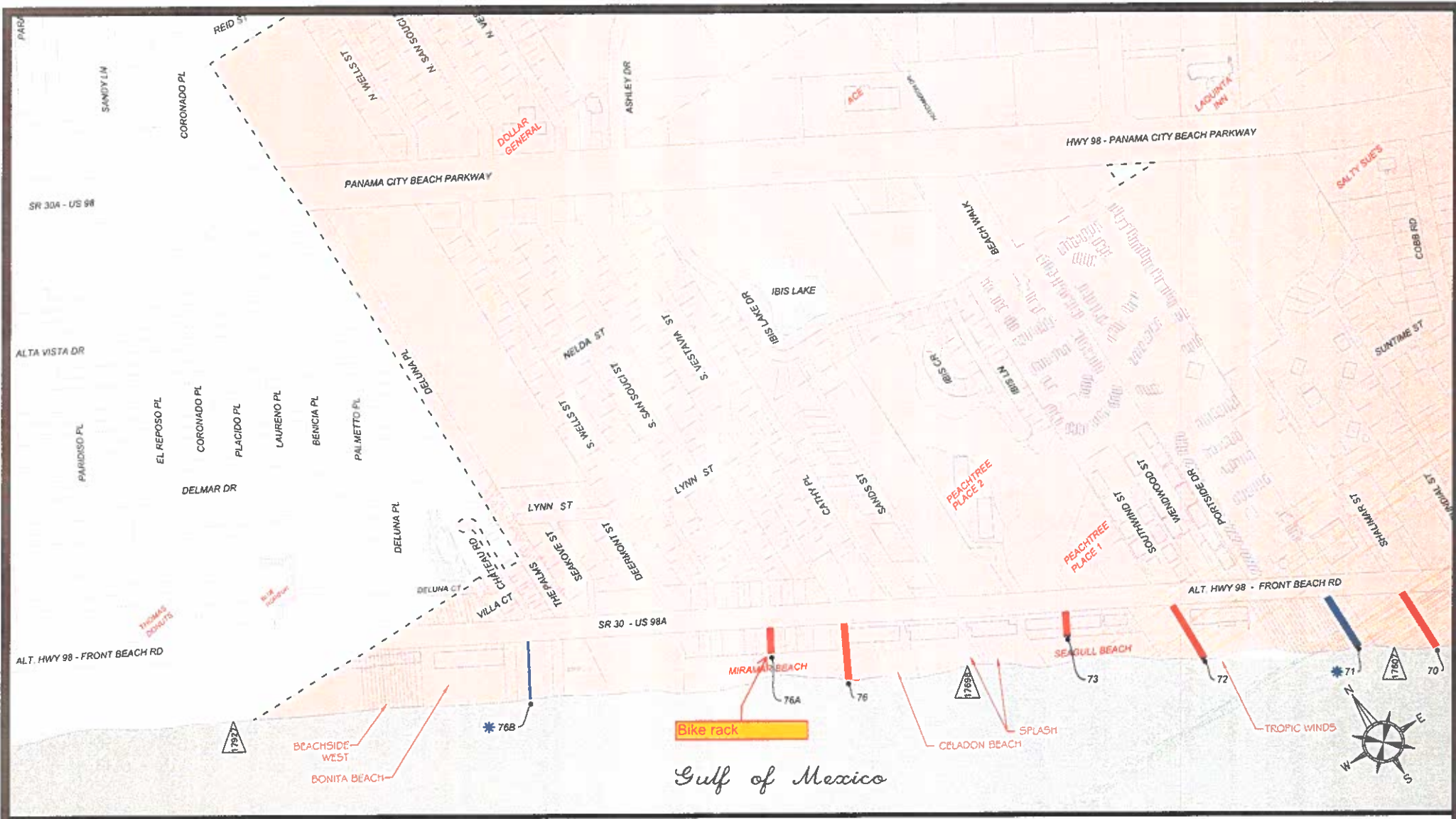
6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

In a effort to enhance the City's multi-modal transportation system in the Front Beach Road CRA, staff was directed to install bike racks at several of the most frequently used beach access locations. The Parks and Recreation Department selected the following locations:

- Access 76A - located on the west end at Miramar Beach
- Access 58 - located on the west side of the City Pier
- Access 47 - located at Oleander near the Front Beach Road intersection with Hutchison Blvd
- Access 41 - located at the south terminus of Richard Jackson Blvd near Burger King
- Access 34 - located on South Thomas Drive
- Access 27 - located on South Thomas Drive
- Access 24 - located on the east end near Joan Avenue

Staff will monitor the use of the bike racks and install additional racks as needed.

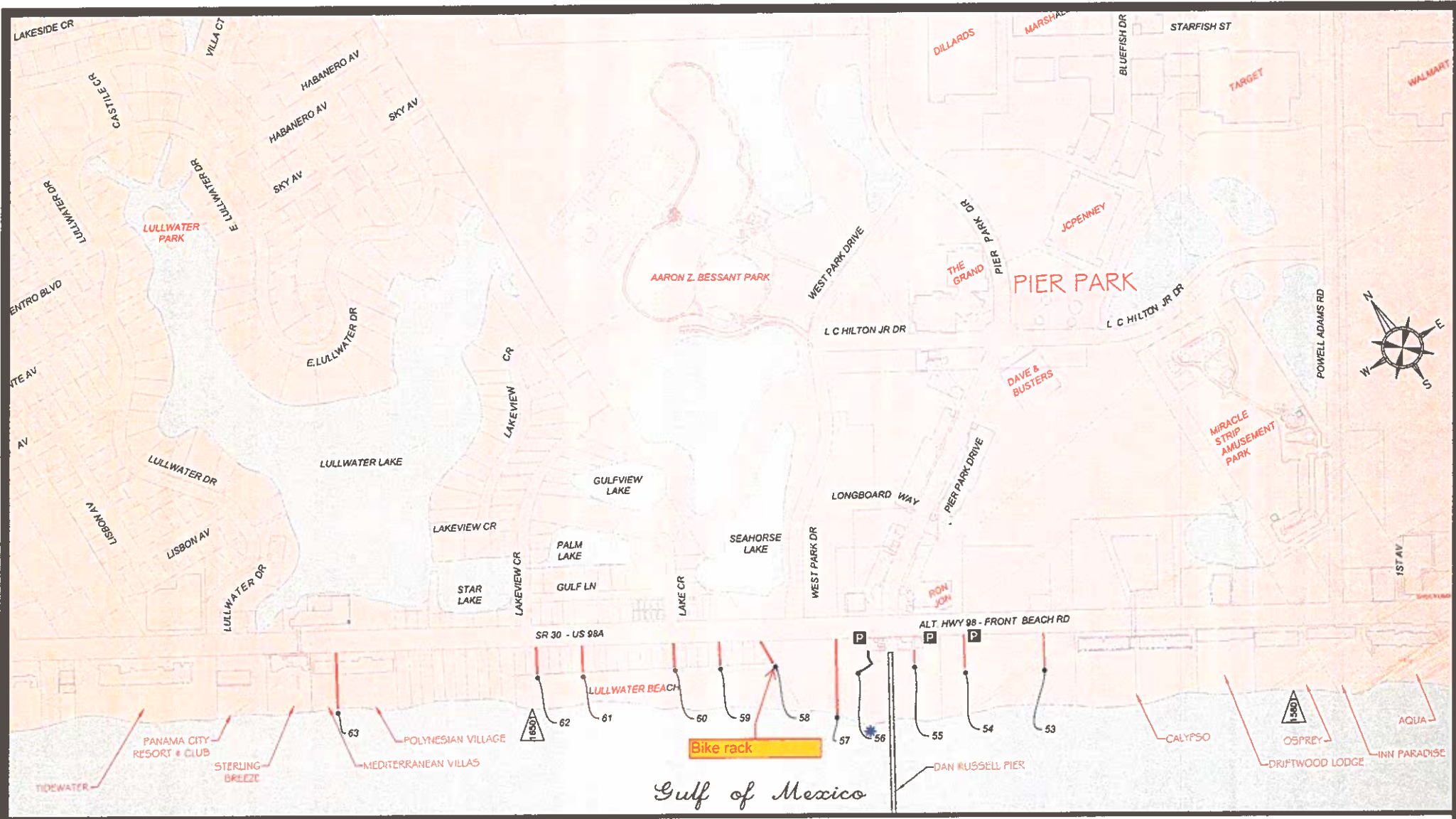
Attachment: Bike rack location maps



PUBLIC BEACH ACCESS

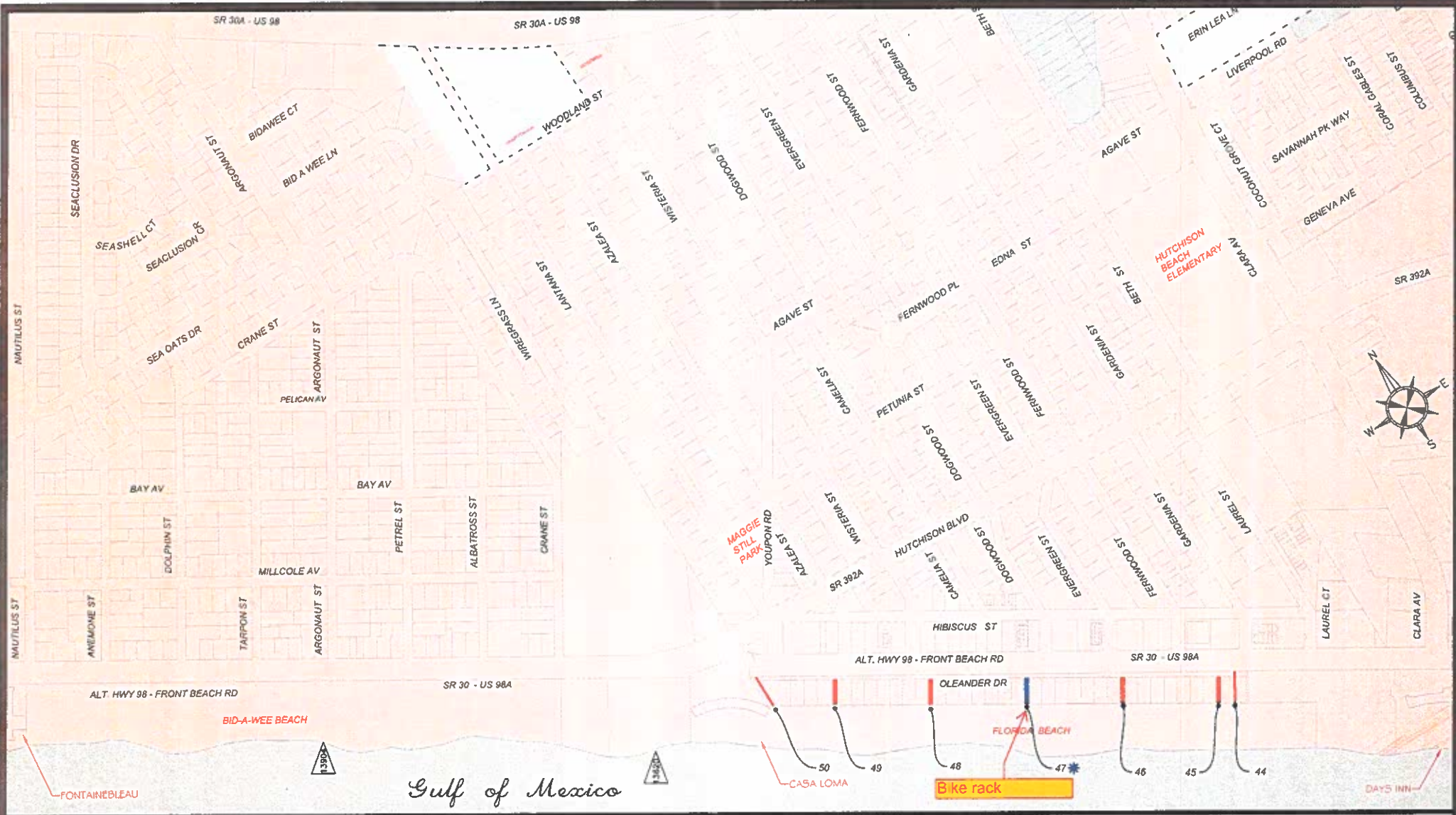
- PUBLIC PARKING AVAILABLE
- HANDICAP ACCESSIBLE IN PANAMA CITY BEACH
- HANDICAP ACCESSIBLE IN BAY COUNTY
- PCB CITY LIMITS

Gulf of Mexico



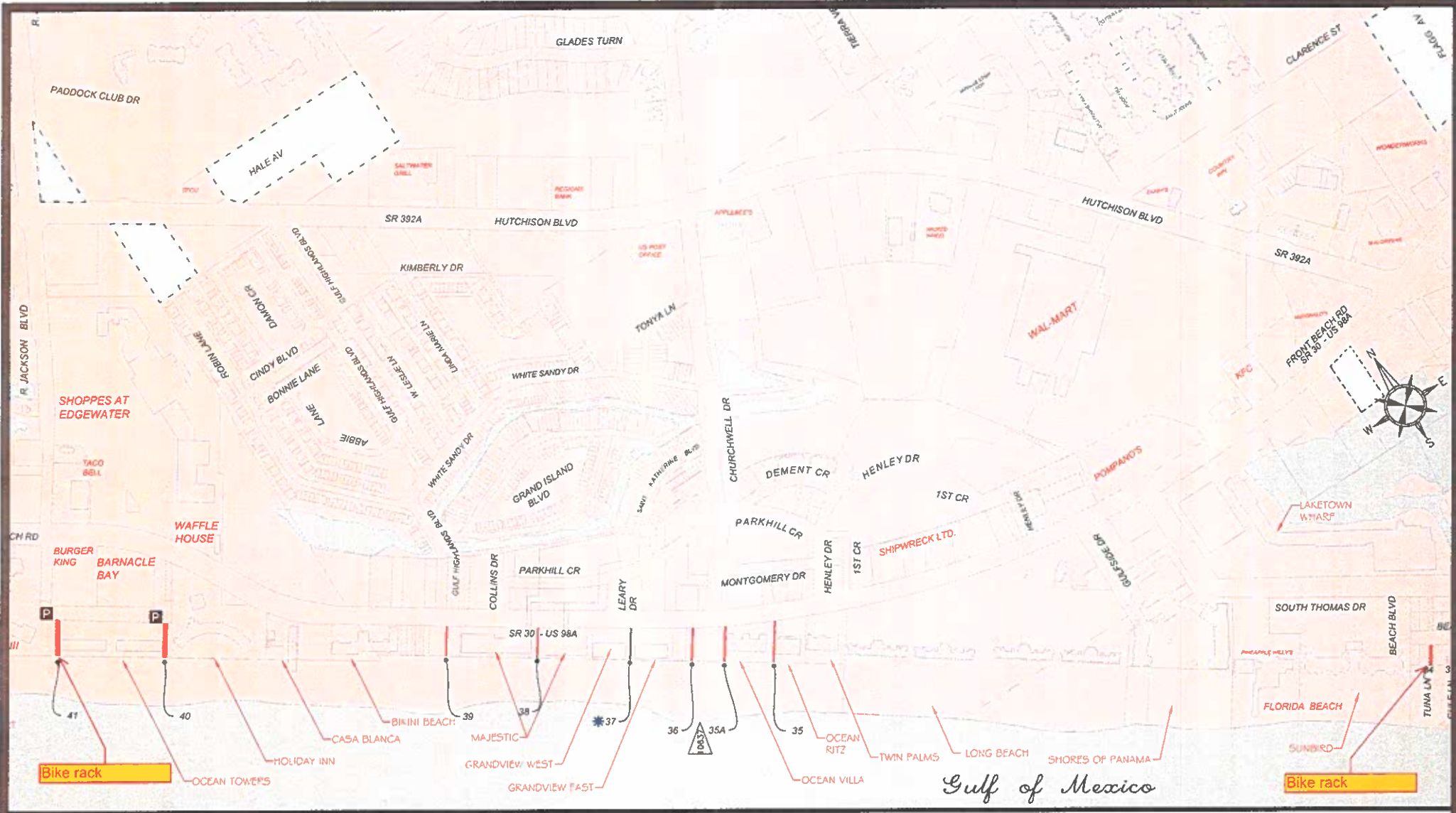
PUBLIC BEACH ACCESS

- PUBLIC PARKING AVAILABLE
- HANDICAP ACCESSIBLE IN PANAMA CITY BEACH
- HANDICAP ACCESSIBLE IN BAY COUNTY
- PCB CITY LIMITS



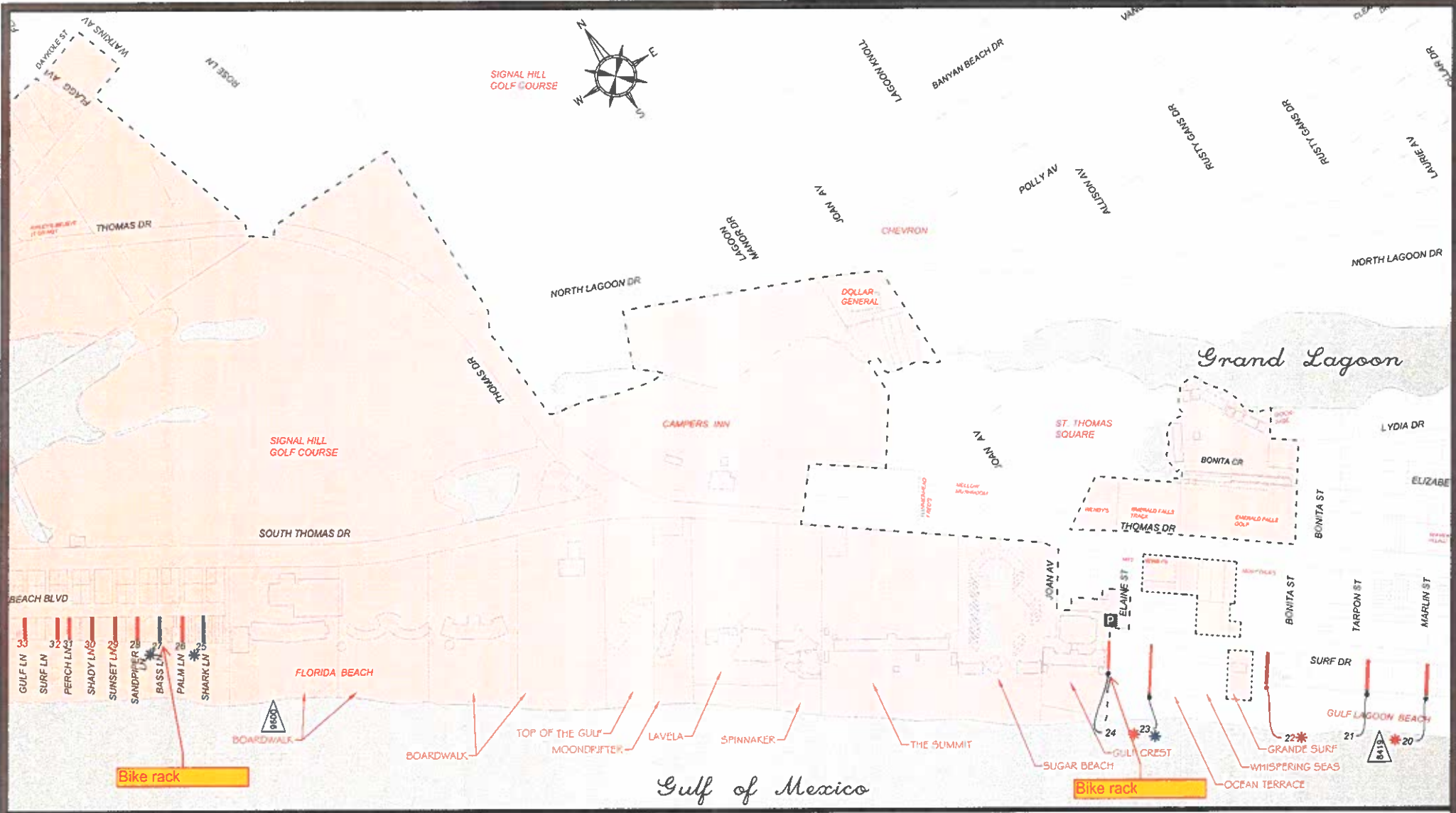
PUBLIC BEACH ACCESS

- PUBLIC PARKING AVAILABLE
- HANDICAP ACCESSIBLE IN PANAMA CITY BEACH
- HANDICAP ACCESSIBLE IN BAY COUNTY
- PCB CITY LIMITS



PUBLIC BEACH ACCESS

- PUBLIC PARKING AVAILABLE
- HANDICAP ACCESSIBLE IN PANAMA CITY BEACH
- HANDICAP ACCESSIBLE IN BAY COUNTY
- CITY LIMITS



PUBLIC BEACH ACCESS

- PUBLIC PARKING AVAILABLE
- HANDICAP ACCESSIBLE IN PANAMA CITY BEACH
- HANDICAP ACCESSIBLE IN BAY COUNTY
- PCB CITY LIMITS