

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: JUNE 11, 2020
MEETING TIME: 6:00 P.M.

A. CALL TO ORDER

1. ROLL CALL.
2. INVOCATION – PASTOR JOHN WOODROW, GULFVIEW UNITED METHODIST CHURCH.
3. PLEDGE OF ALLEGIANCE – COUNCILMAN MCCONNELL.
4. COMMUNITY ANNOUNCEMENTS.
5. APPROVAL OF MINUTES OF APRIL 23 REGULAR MEETING.
6. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.
7. PRESENTATION- BAY COUNTY CHAMBER OF COMMERCE “APPLE OF THE EYE WINNER” FOR NEW CITY HALL.
8. PUBLIC COMMENTS – NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES).

B. CONSENT AGENDA

1. **RESOLUTION 20-119, BID AWARD- UNDERGROUND UTILITIES PIPE & FITTINGS.** *“A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of pipe and fittings from Empire Pipe and Supply Company, Inc., Fortiline, Inc., and Lanier Municipal Supply Co., Inc., in the total amount of \$115,263.64, as more specifically set forth in the body of the Resolution”.*
2. **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.** *These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.*
3. **RESOLUTION 20-120, SUPPORTING FUNDING REQUEST FOR PCB PARKWAY REUSE EXTENSION PROJECT.** *“A Resolution of the City of Panama City Beach, Florida, indicating its support of the City's pursuit of State of Florida alternative water supply funding for the Panama City Beach Parkway Reuse Transmission Extension Project; ratifying a letter of support; and authorizing the appropriate officers of the City to provide any other*

documents necessary to satisfy the requirements of the application for the funding."

4. **APPROVAL OF UPDATED JOB DESCRIPTIONS.** With the implementation of the City's new online job application system, Staff updated the City's job descriptions to provide consistency, accuracy, and to ensure each was suitable for the new system and to prepare for the upcoming pay plan study. Staff recommends approval.
5. **RESOLUTION 20-121, NUISANCE ABATEMENT SEACLUSION CIRCLE.** "A Resolution of the City of Panama City Beach, Florida, approving an amount of \$854.90 to be liened on property located at Lot 106, Lot 107, and Lot 108, Seaclusion Circle, for costs incurred by the City to abate nuisances located upon such property; authorizing the appropriate officers of the City to record the lien and notify interested parties of such lien; and providing an immediately effective date."
6. **RESOLUTION 20-126, APPLYING FOR NAUTILUS GOLF CART CROSSING.** "A Resolution of the City of Panama City beach, Florida, directing the appropriate officers of the City to prepare and submit an application to the Florida Department of Transportation for the establishment of a golf cart crossing at the intersection of Panama City Beach Parkway and Nautilus Street; and providing an immediately effective date."
7. **RESOLUTION 20-117, JEEP JAM BEACH TURTLE KRAWL ROAD CLOSURE.** "A Resolution of the City of Panama City Beach authorizing rerouting of a portion of traffic on a portion of Front Beach Road, on Friday, June 19, 2020, for the "Florida Jeep Jam Beach Turtle Krawl"; and providing an immediately effective date."
8. **RESOLUTION 20-125, LOCAL ACCESS MANAGEMENT PLAN DEVELOPMENT.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Florida Transportation Engineers for the development of an Access Management Plan in the basic amount of \$22,500."

C. REGULAR AGENDA – DISCUSSION/ACTION

NO. OFFICIAL ITEM

1. TO RESOLUTION 20-122, COVID-19 RELATED MEASURES.
2. HW ORDINANCE 1524, FIREFIGHTER'S PENSION PLAN AMENDMENT RELATED TO CANCER, 1ST READING.
3. DC RESOLUTION 20-123, RESIDENTIAL PARKING PILOT PROGRAM.
4. DC ORDINANCE 1527, RESIDENTIAL PARKING DECAL PROGRAM, 1ST READING.
5. DW ORDINANCE 1528, MODIFICATION OF TOWING RATES. 1ST READING.


- 6. DW RESOLUTION 20-111, BID AWARD- APPROVING WRECKER SERVICE CONTRACTS.
- 7. JP RESOLUTION 20-124, FRANK BROWN PARK CONCESSION LEASE MODIFICATION.
- 8. TO FINANCIAL ADVISORY BOARD COUNCIL LIAISON APPOINTMENT.
- 9.* DC RESOLUTION 20-127, CONDEMNATION OF PROPERTY LOCATED AT 17138 AND 17140 FRONT BEACH ROAD.
- 10. AS SEPTIC TO SEWER CONNECTION, DISCUSSION.
- 11. TO EMPLOYEE SURVEY RESULTS, DISCUSSION.
- 12. TO FIRE DEPARTMENT SCHEDULE SHIFT 48/96, 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 X
 PHIL CHESTER X
 GEOFF MCCONNELL X
 MICHAEL JARMAN X
 MARK SHELDON X

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



 Interim City Clerk Date 6/5/20

PAUL CASTO X
 PHIL CHESTER X
 GEOFF MCCONNELL X
 MICHAEL JARMAN X
 MARK SHELDON X

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



 Interim City Clerk Date 6/5/20

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: 06/08/20 12:00 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

COMMUNITY ANNOUNCEMENTS

June 10-14, USA Fastpitch Tournament, Frank Brown Park

June 12-14, Pro Watercross Tour, Sharkeys

June 15-21, Grand Slam World Series 1 baseball, Frank Brown Park and the new PCB Sports Complex

June 18-20, Jeep Beach Jam

June 22-28, Grand Slam World Series 2 baseball, Frank Brown Park and the new PCB Sports Complex

June 29-July 4, USSSA Fastpitch World Series

July 4th, Saturday, 20 minute firework presentations at both City and County Piers.

DRAFT MINUTES

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

ROLL

MAYOR MARK SHELDON

COUNCILORS:

PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
MICHAEL JARMAN

CITY MANAGER:

TONY O'ROURKE
INTERIM CITY CLERK:
JO SMITH
CITY ATTORNEY:
AMY MYERS

Councilman Chester called the meeting to order at 9:00 A.M.

Mayor-Elect Mark Sheldon was sworn in as Mayor with his family in attendance. He then took his place on the dais.

Councilman-Elect Michael Jarman was sworn in as Councilman, Ward 4, with his family in attendance. He then assumed his seat at the dais.

Councilman-Elect Phil Chester was sworn in as Councilman, Ward 2, with his family in attendance. He then assumed his seat at the dais.

Ms. Smith then called the roll at 9:06 A.M. with all the Council, City Manager, Interim City Clerk, and City Attorneys present.

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

Mayor Sheldon read the Community Announcements.

The Minutes of the Regular Meeting of March 12 and the Emergency Special Meeting of March 17, 2020 were presented for approval.

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

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

Mayor Sheldon asked if there were any additions or deletions to the Agenda. The Mayor said the City Manager asked to add **Ordinance 1520-E, Limited Beach Reopening**, and it be moved to the front of the Agenda. There were no objections.

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

Councilman Chester Aye
Councilman McConnell Aye
Councilman Jarman Aye
Councilman Casto Aye
Mayor Sheldon Aye

PRESENTATION

Councilman Chester asked Chief Whitman to come to the Podium as he read the Proclamation declaring May 10-16, 2020 as "National Police Week" and May 15th as "Peace Officers Memorial Day". Chief Whitman thanked the Council on behalf of his men and women.

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

Mayor Sheldon opened the Public Hearing at 9:07 A.M. and asked for comments. There were none. He closed the Public Comments section at 9:08 A.M.

REGULAR AGENDA- DISCUSSION/ACTION

ITEM 1 ORDINANCE 1520-E, LIMITED BEACH REOPENING. Ms. Myers read Ordinance 1520-E and stated it mirrored the County's Emergency Ordinance with social distancing, hours, no commercial activity, and extension until May 1st.

Councilman Chester asked to add the Fire Chief to Section 5, and there were no objections.

Councilman Casto said a soft beach reopening was a logical step, with groups no more than ten (10). He said he did not anticipate many visitors because of the short-term rental prohibition. He reminded that the Governor encouraged outdoor exercise and fresh air, and the big open space and a phased-in approach.

Councilman McConnell said it had been difficult to keep the beaches closed, and this was a good first step. He reminded that the bars and restaurants remained closed. The beaches would be strictly for recreation.

Councilman Jarman said he trusted that the County had done their due diligence in wanting to reopen the beaches.

Councilman Chester said the TDC was not advertising for visitors.

Mayor Sheldon said it was time to open for limited beach access

Councilman McConnell made the motion to approve the amended Ordinance 1520-E adding the Fire Chief. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester Aye
Councilman McConnell Aye
Councilman Jarman Aye
Councilman Casto Aye
Mayor Sheldon Aye

ITEM 2 RESOLUTION 20-98, COVID-19 CLOSURES/UPDATE. Ms. Myers read Resolution 20-98 and asked to strike Section 1.

Mr. O'Rourke presented a powerpoint presentation and explained using a graduated approach rather than an aggressive approach. He spoke of hotspots and the potential reignition of the disease coupled with the flu in the fall. He repeated the past steps taken by the Council and outlined the Phase 1 steps for the record. He said the pool was open, receiving people from Pensacola to Tallahassee. He said the Pier was open as well as the Conservation Park and Gayle's Trails. He spoke of the current

figures for the virus and how the infection could spread through the A/C systems. Mr. O'Rourke explained the benchmarks and potential vaccines, being proactive and better prepared.

Councilman McConnell said it was great the City and County taking the same steps. He said it was reasonable to hold until May 15th on the section 2, parades and special events. Both Councilman Casto and Councilman Chester concurred.

Councilman McConnell made the motion to approve Resolution 20-98 with the May 15th date on Section 2. Second was by Councilman Jarman and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

Related to Section 3, the consensus was again May 15th in Resolution 20-98.

Councilman McConnell made the motion to approve Resolution 20-98 with the May 15th date on Section 3. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

Councilman Chester made the motion to approve amended Resolution 20-98 with the May 15th dates. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

ITEM 3 RESOLUTION 20-96, APPROVE BUDGET AMENDMENT #28 AND PAYMENT FOR EMERGENCY REPAIRS WEST BAY TRANSMISSION LINE REPAIRS. Ms. Myers read Resolution 20-96 by title. Mayor Sheldon expressed the need for a redundant water system and the City Manager concurred. Mr. O'Rourke said Mr. Shortt would present information at the next Council meeting.

Councilman Casto made the motion to approve Resolution 20-96. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

ITEM 4 RESOLUTION 20-97, CITY CLERK RECRUITMENT CONSULTANT AND BUDGET AMENDMENT #29. Ms. Myers read Resolution 20-97 by title. Mr. O'Rourke explained the three options for the City Clerk search, with preference for a hybrid approach. He explained the steps which would be taken by Colin Baenziger and Associates.

Councilman McConnell said he had good experience with Mr. Baenziger in the past, finding a qualified City Manager. Mayor Sheldon said it was impressive to see the planned work, very thorough and detailed.

Councilman McConnell made the motion to approve Resolution 20-97. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

ITEM 5 RESOLUTION 20-95, BEREAVEMENT POLICY. Ms. Myers read Resolution 20-95 by title. Councilman McConnell said this would be a great benefit.

Councilman Chester made the motion to approve Resolution 20-95. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

ITEM 6 CITY BOARD VACANCIES- DISCUSSION.

Councilman Jarman made the motion to appoint Councilman McConnell as Vice-Mayor. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

Regarding the two TDC seats, Councilman Chester was currently on the TDC Board and Chair while one seat was vacated by Mayor Thomas. **Councilman McConnell made the motion to appoint Councilman Casto for the second seat. Second was by Councilman Jarman and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

The City Council selects the Planning Board Chair annually. **Councilman Chester made the motion to appoint the current Vice-Chair Josh Wakstein as Chair. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

The Council directed Staff to advertise for the Planning Board vacancy and bring applicants back to the May meeting.

Regarding the TPO vacancy, replacing Councilman Solis, Mayor Sheldon suggested Councilman Jarman. **Councilman Chester made the motion to appoint Councilman Jarman to the TPO. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

DELEGATIONS

Mayor Sheldon opened the Delegations period at 10:01 A.M. and asked for comments.

1 Mr. Michael Steinkirchner. Mr. Steinkirchner could not be heard on the audio. With no further comments, the Mayor closed the Delegations period at 10:04 A.M.

ATTORNEY REPORT

Ms. Myers had no report.

CITY MANAGER REPORT

Mr O'Rourke thanked Staff for their stepping up during the pandemic with the work being maintained. He said the March Gross Sales may be down as much as 60%, totaling \$9.1 Million Dollars, and reminded that the City had no Ad Valorem taxes, He said Staff was keeping a close eye on the figures and looking for reductions. Regarding the Employee survey, the return rate was 92% to allow input from the employees. He reminded about the 2020 Census and its importance, with the current rate of return relatively low. Mr. O'Rourke spoke of the commitment to the strategic plan with Council input, creating a roadmap leading to results.

COUNCILCOMMENTS

Councilman Casto welcomed the new Councilors.

Councilman Chester welcomed the Mayor and Councilman Jarman.

Councilman McConnell also welcomed the new Councilors. He echoed the City Manager's comments about the Census, so critical to funding. He said he also looked forward to the strategic plan and the 5 year budget.

Councilman Jarman thanked the residents of Panama City Beach for their votes and confidence.

Mayor Sheldon thanked his family for their support, as well as his campaign team and volunteers. He thanked the voters and the City employees, and everyone being a team. He spoke of honor and respect and community feedback.

The Mayor spoke of creating three new Committees with the Councilmembers picking one person each for the Committees. 1) CRA Oversight Committee, 2) Financial Advisory Committee, and 3) Economic Development Committee.

Mayor Sheldon also mentioned revamping the Agenda, allowing the public to speak on every item as presented. He said public comments would be taken on non-Agenda items at the front of the meeting. There would be no delegation period, and everyone would be allowed to speak even if this created a longer meeting, but public input was crucial.

With nothing further, the meeting was adjourned at 10:20 A.M.

READ AND APPROVED this 11th of June, 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

PRESENTATION

Reply all  Delete  Junk  Block ...

FW: Congratulations from the Bay County Chamber Ambassadors

DW **Debbie Ward**

Thu 5/28/2020 7:39 AM

To: Jo Smith

Cc: Amy E. Myers <amyers@handfirm.com>; Cole Davis <cdavis@handfirm.com>; Cindy Kittler <ckit



Please add to June 11 Agenda:
They will come and make this presentation.

The Bay County Chamber of Commerce Ambassadors has selected the new Panama City Beach City Hall as the "Apple of our Eye winner" and this award will be recognized and be a part of our upcoming June 5th Virtual Bay Chamber First Friday! Since we are not able to have our regular presentation during our First Friday program I will bring the plaque to you in the next few weeks to you all and do a photos.

Debbie Ward
Public Information Officer
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

O (850) 233-5100, Ext. 2261
C (850) 867-9481
www.pcbgov.com



Under Florida law, e-mail addresses and contents and text messages 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.

From: Tamara Barnes <Tamara@baychamberfl.com>
Sent: Wednesday, May 27, 2020 5:32 PM
To: Debbie Ward <dward@pcb.gov.com>
Cc: Tony O'Rourke <torourke@pcb.gov.com>
Subject: RE: Congratulations from the Bay County Chamber Ambassadors

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

June 11, 2020

3. REQUESTED MOTION/ACTION:

Award the purchase of pipe and fittings needed for the Utilities Department for use as repair supplies and to replace a Bay County 36" valve that was provided to the City during recent SR 79 Pumping Station transmission main failure.

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 underground utilities division routinely needs pipe and fittings for repairs to the City's utilities system. Costs for several of these items can be above the direct purchase value limits. Delivery times of larger items can be problematic in an emergency situation so staff believes it's prudent to stock critical parts and fittings.

Recently, the City obtained a large diameter valve from Bay County Utilities for use in the emergency repair of the SR 79 Pumping Station transmission main. One of the valve bid items to be purchased will be delivered to the County to replenish its inventory with the same type of valve they made available to the City.

Bid documents were prepared by Utilities Department staff and publicly advertised. Bids for selected repair parts were received on May 21, 2020 from 3 vendors as indicated in the attached bid tabulation. Staff has reviewed the bids received and recommends the City award the following purchase contracts to the bidders indicated:

Empire: Bid Item 7A (16- and 18-inch Restrainers) and Bid Item 8 complete in the amount of \$5,550.06

Fortiline: Bid Items 1B and 2 complete in the amount of \$14,259.00

Lanier: Bid Items 1A, 3 and 6 complete and Item 7 (20- through 36-inch Restrainers) in the amount of \$95,454.58.

These repair supplies are currently budgeted amounts for repairs and maintenance. Attached are copies of the bid forms for your review. Staff recommends Council approval and authorization for staff to issue purchase orders for the materials indicated.

CITY OF PANAMA CITY BEACH
 BID TABULATION - PIPES & FITTINGS
 BID DATE: MAY 21, 2020 2:30 P.M.

Certified by Mark S. [Signature]
 Date 5/22/20

Item No.	Description	Unit	Quantity	BIDDER					
				Fortline		Empire		Lanier	
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
1	Ductile Iron Pipe (Gauged) with Epoxy Liner								
	A. 18 LF Mechanical Joint								
	16-inch	EA	1	\$2,145.60	\$2,145.60	\$2,145.78	\$2,145.78	\$1,999.08	\$1,999.08
	18-inch	EA	1	\$2,506.60	\$2,506.60	\$2,506.68	\$2,506.68	\$2,388.24	\$2,388.24
	20-inch	EA	1	\$2,771.00	\$2,771.00	\$2,770.92	\$2,770.92	\$2,630.52	\$2,630.52
	24-inch	EA	1	\$3,478.60	\$3,478.60	\$3,478.68	\$3,478.68	\$3,364.74	\$3,364.74
	B. 18 LF Push-On Joint								
	36-inch	EA	1	\$4,006.20	\$4,006.20	\$5,324.22	\$5,324.22	\$4,794.48	\$4,794.48
2	Ductile Iron Pipe (Gauged) with Cement Liner								
	A. 18 LF Mechanical Joint								
	16-inch	EA	1	\$1,459.08	\$1,459.08	\$1,621.26	\$1,621.26	\$1,541.34	\$1,541.34
	18-inch	EA	1	\$1,677.24	\$1,677.24	\$1,863.54	\$1,863.54	\$1,826.82	\$1,826.82
	20-inch	EA	1	\$1,915.02	\$1,915.02	\$2,127.96	\$2,127.96	\$2,069.10	\$2,069.10
	24-inch	EA	1	\$2,413.08	\$2,413.08	\$2,681.28	\$2,681.28	\$2,668.68	\$2,668.68
	B. 18 LF Push-On Joint								
	36-inch	EA	1	\$2,788.38	\$2,788.38	\$4,507.20	\$4,507.20	\$3,708.00	\$3,708.00
3	Mechanical Joint Solid Sleeve (Long) with Epoxy Liner								
	16-inch	EA	2	\$585.05	\$1,170.10	\$560.98	\$1,121.96	\$399.00	\$798.00
	18-inch	EA	2	\$711.20	\$1,422.40	\$681.93	\$1,363.86	\$510.00	\$1,020.00
	20-inch	EA	2	\$832.63	\$1,665.26	\$798.37	\$1,596.74	\$569.00	\$1,138.00
	24-inch	EA	2	\$1,061.05	\$2,122.10	\$1,017.39	\$2,034.78	\$677.00	\$1,354.00
	36-inch	EA	2	\$2,503.40	\$5,006.80	\$2,400.48	\$4,800.96	\$1,611.00	\$3,222.00
4	Mechanical Joint Solid Sleeve (Long) with Cement Liner								
	36-inch	EA	2	\$1,288.59	\$2,577.18	\$1,235.57	\$2,471.14	\$1,411.00	\$2,822.00
5	Stainless Steel Tapping Sleeve								
	36-x12-inch	EA	1	\$4,409.05	\$4,409.05	\$3,734.00	\$3,734.00	\$4,437.00	\$4,437.00
6	Mechanical Joint Gate Valve								
	36-inch	EA	2	\$37,894.74	\$75,789.48	\$36,820.00	\$73,640.00	\$34,900.00	\$69,800.00
7	Restrainers								
	A. DI Pipe to MJ Fitting Type								
	16-inch	EA	6	\$151.19	\$907.14	\$117.80	\$706.80	\$129.00	\$774.00
	18-inch	EA	6	\$202.77	\$1,216.62	\$166.86	\$1,001.16	\$170.00	\$1,020.00
	20-inch	EA	6	\$248.11	\$1,488.66	\$206.93	\$1,241.58	\$200.00	\$1,200.00
	24-inch	EA	6	\$342.54	\$2,055.24	\$287.36	\$1,724.16	\$275.00	\$1,650.00
	36-inch	EA	6	\$966.42	\$5,798.52	\$848.02	\$5,088.12	\$815.00	\$4,890.00
8	Bolt and Gasket Kits								
	16-inch	EA	8	\$30.47	\$243.76	\$22.16	\$177.28	\$28.00	\$224.00
	18-inch	EA	8	\$31.47	\$251.76	\$23.05	\$184.40	\$30.00	\$240.00
	20-inch	EA	8	\$35.60	\$284.80	\$25.70	\$205.60	\$35.00	\$280.00
	24-inch	EA	8	\$42.56	\$340.48	\$30.73	\$245.84	\$40.00	\$320.00
	36-inch	EA	8	\$168.86	\$1,350.88	\$69.73	\$557.84	\$80.00	\$640.00

RESOLUTION 20-119

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF PIPE AND FITTINGS FROM EMPIRE PIPE AND SUPPLY COMPANY, INC., FORTILINE, INC., AND LANIER MUNICIPAL SUPPLY CO., INC., IN THE TOTAL AMOUNT OF \$115,263.64, AS MORE SPECIFICALLY SET FORTH IN THE BODY OF THE RESOLUTION.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Empire Pipe and Supply Company, relating to the purchase of two mechanical joint sleeves (long) with cement liner, six 16- and 18-inch Restrainers, and eight 16-, 18-, 20-, 24-, and 36-inch Bolt and Gasket sets, in the basic amount of Five Thousand, Five Hundred Fifty Dollars and Six Cents (\$5,550.06), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Fortiline, Inc., relating to the purchase of 18 linear feet of push on joint 36-inch ductile iron pipe (gauged) with epoxy liner, 18 linear feet of mechanical joint 16-, 18-, 20-, and 24-inch ductile iron pipe (gauged) with cement liner, and 18 linear feet of push on joint 36-inch ductile iron pipe (gauged) with cement liner, in the basic amount of Fourteen Thousand, Two Hundred Fifty Nine Dollars (\$14,259.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
3. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Lanier Municipal Supply Co., Inc., relating to the purchase of 18 linear feet of mechanical joint 16-, 18-, 20- and 24-inch ductile iron pipe

(gauged) with epoxy liner, two 16-, 18-, 20-, 24-, and 36-inch mechanical joint solid sleeves (long) with epoxy liner, one 36-inch mechanical joint gate valve, and six 20-, 24-, and 36-inch restrainers, in the basic amount of Ninety Five Thousand, Four Hundred Fifty Four Dollars and Fifty Eight Cents (\$95,454.58), 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 – PIPE AND FITTINGS

SECTION 00030

BID PROPOSAL FORM

This proposal of Empire Pipe and Supply Co. Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as Empire Pipe and Supply Co. Inc (a corporation, a partnership or an individual), is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

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.

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit price listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications and Drawings to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for extra work/materials. Payment of 100% of contract amount will be made to the supplier within 30 days of delivery and acceptance by the OWNER. The Bidder further proposes and agrees hereby to furnish any required shop drawings within two weeks of receipt of a signed purchase order and furnish and deliver to the point of delivery within four consecutive weeks (28 calendar days) from approval of shop drawings unless indicated otherwise on the Bid Form.

Purchase will be made under terms and conditions specified by City in its form of Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery and acceptance by the City. Strict adherence to the

PANAMA CITY BEACH – PIPE AND FITTINGS

Specifications and associated Drawings is required.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1 Empire Pipe and Supply - Kevin Clark

Addendum No. _____

Addendum No. _____

BASE BID:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>	<u>Additional Delivery Time (in calendar days beyond 28 days)</u>
1	<u>Ductile Iron Pipe (Gauged) with Epoxy Liner</u>					
	A. 18 LF Mechanical Joint					
	16-inch EA	EA	1	\$ <u>2145.78</u>	\$ <u>2145.78</u>	<u>up to 100</u>
	18-inch EA	EA	1	\$ <u>2506.68</u>	\$ <u>2506.68</u>	<u>up to 100</u>
	20-inch EA	EA	1	\$ <u>2770.92</u>	\$ <u>2770.92</u>	<u>up to 100</u>
	24-inch EA	EA	1	\$ <u>3478.68</u>	\$ <u>3478.68</u>	<u>up to 100</u>
	B. 18 LF Push-On Joint					
	* SEE Note 36-inch EA	EA	1	\$ <u>5324.22</u>	\$ <u>5324.22</u>	<u>up to 100</u>
2	<u>Ductile Iron Pipe (Gauged) with Cement Liner</u>					
	A. 18 LF Mechanical Joint					
	16-inch EA	EA	1	\$ <u>1621.26</u>	\$ <u>1621.26</u>	<u>up to 100</u>
	18-inch EA	EA	1	\$ <u>1863.54</u>	\$ <u>1863.54</u>	<u>up to 100</u>
	20-inch EA	EA	1	\$ <u>2127.96</u>	\$ <u>2127.96</u>	<u>up to 100</u>
	24-inch EA	EA	1	\$ <u>2681.28</u>	\$ <u>2681.28</u>	<u>up to 100</u>
	B. 18 LF Push-On Joint					
	* SEE Note 36-inch EA	EA	1	\$ <u>4507.20</u>	\$ <u>4507.20</u>	<u>up to 100</u>
3	<u>Mechanical Joint Solid Sleeve (Long) with Epoxy Liner</u>					
	16-inch EA	EA	2	\$ <u>560.98</u>	\$ <u>1121.96</u>	<u>Ø</u>
	18-inch EA	EA	2	\$ <u>681.93</u>	\$ <u>1363.86</u>	<u>Ø</u>
	20-inch EA	EA	2	\$ <u>798.37</u>	\$ <u>1596.74</u>	<u>Ø</u>
	24-inch EA	EA	2	\$ <u>1017.37</u>	\$ <u>2034.78</u>	<u>Ø</u>
	36-inch EA	EA	2	\$ <u>2400.40</u>	\$ <u>4800.80</u>	<u>Ø</u>
4	<u>Mechanical Joint Solid Sleeve (Long) with Cement Liner</u>					
	36-inch EA	EA	2	\$ <u>1235.57</u>	\$ <u>2471.14</u>	<u>Ø</u>

* Note: 36" Grip/Locking gasket not available. we have included the cost of (1) 36" Ductile Iron Bell Restraint in the unit cost of our 36" pipe price.

PANAMA CITY BEACH – PIPE AND FITTINGS

BASE BID (CONT'D)

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>	<u>Additional Delivery Time (in calendar days beyond 28 days)</u>
5	<u>Mechanical Joint Tapping Sleeve with Cement Liner</u>					
	36-x16-inch	EA	1	\$ <u>3734.⁰⁰</u>	\$ <u>3734.⁰⁰</u>	<u>Ø</u>
6	<u>Mechanical Joint Gate Valve</u>					
	36-inch	EA	2	\$ <u>36820.⁰⁰</u>	\$ <u>73640.⁰⁰</u>	<u>up to 42</u>
7	<u>Restrainers</u>					
	A. DI Pipe to MJ Fitting Type					
	16-inch	EA	6	\$ <u>117.⁸⁰</u>	\$ <u>706.⁸⁰</u>	<u>Ø</u>
	18-inch	EA	6	\$ <u>166.⁸⁶</u>	\$ <u>1001.¹⁶</u>	<u>Ø</u>
	20-inch	EA	6	\$ <u>206.⁹³</u>	\$ <u>1241.⁵⁸</u>	<u>Ø</u>
	24-inch	EA	6	\$ <u>287.³⁶</u>	\$ <u>1724.¹⁶</u>	<u>Ø</u>
	36-inch	EA	6	\$ <u>848.⁰²</u>	\$ <u>5088.¹²</u>	<u>Ø</u>
8	<u>Bolt and Gasket Kits</u>					
	16-inch	EA	8	\$ <u>22.¹⁶</u>	\$ <u>177.²⁸</u>	<u>Ø</u>
	18-inch	EA	8	\$ <u>23.⁰⁵</u>	\$ <u>184.⁴⁰</u>	<u>Ø</u>
	20-inch	EA	8	\$ <u>25.⁷⁰</u>	\$ <u>205.⁶⁰</u>	<u>Ø</u>
	24-inch	EA	8	\$ <u>30.⁷³</u>	\$ <u>245.⁸⁴</u>	<u>Ø</u>
	36-inch	EA	8	\$ <u>69.⁷³</u>	\$ <u>557.⁸⁴</u>	<u>Ø</u>

NOTE:

1. BIDS shall NOT include State of Florida and Bay County sales tax but shall include all other applicable taxes and fees.
2. BIDS shall be on the basis of a unit price and shall be the total compensation to be paid by OWNER for the complete materials and delivery.
3. The OWNER reserves the right to reject any and all bids received. The OWNER also reserves the right to purchase multiple combinations of pipe and fittings bid line items from separate bidders.
4. 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 purchase order to be awarded is to be accomplished within Bay County, Florida.

PANAMA CITY BEACH – PIPE AND FITTINGS

SUPPLIER:

Empire Pipe and Supply

2606 Airport Rd. Panama City, Fl. 32405
Address

850-481-0788
Phone Number

05/21/2020
Date

[END OF SECTION 00030]

PANAMA CITY BEACH – PIPE AND FITTINGS

SECTION 00030

BID PROPOSAL FORM

This proposal of Fortiline, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of FL, doing business as Corporation (a corporation, a partnership or an individual), is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

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.

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit price listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications and Drawings to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for extra work/materials. Payment of 100% of contract amount will be made to the supplier within 30 days of delivery and acceptance by the OWNER. The Bidder further proposes and agrees hereby to furnish any required shop drawings within two weeks of receipt of a signed purchase order and furnish and deliver to the point of delivery within four consecutive weeks (28 calendar days) from approval of shop drawings unless indicated otherwise on the Bid Form.

Purchase will be made under terms and conditions specified by City in its form of Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery and acceptance by the City. Strict adherence to the

PANAMA CITY BEACH – PIPE AND FITTINGS

Specifications and associated Drawings is required.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1 5/19/20 SS
 Addendum No. _____
 Addendum No. _____

BASE BID:

Please Note: ***

Pipe is class 50

The pipe restraints include the accessory kit.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>	<u>Additional Delivery Time (in calendar days beyond 28 days)</u>
1	<u>Ductile Iron Pipe (Gauged) with Epoxy Liner</u>					
	A. 18 LF Mechanical Joint					
	16-inch	EA	1	\$ 107.28	\$ 2,145.60	
	18-inch	EA	1	\$ 125.33	\$ 2,506.60	
	20-inch	EA	1	\$ 138.55	\$ 2,771.00	
	24-inch	EA	1	\$ 173.93	\$ 3,478.60	
	B. 18 LF Push-On Joint					
	36-inch	EA	1	\$ 200.31	\$ 4,006.20	
2	<u>Ductile Iron Pipe (Gauged) with Cement Liner</u>					
	A. 18 LF Mechanical Joint					
	16-inch	EA	1	\$ 81.06	\$ 1,459.08	
	18-inch	EA	1	\$ 93.18	\$ 1,677.24	
	20-inch	EA	1	\$ 106.39	\$ 1,915.02	
	24-inch	EA	1	\$ 134.06	\$ 2,413.08	
	B. 18 LF Push-On Joint					
	36-inch	EA	1	\$ 154.91	\$ 2,788.38	
3	<u>Mechanical Joint Solid Sleeve (Long) with Epoxy Liner</u>					
	16-inch	EA	2	\$ 585.05	\$ 1,170.10	
	18-inch	EA	2	\$ 711.20	\$ 1,422.40	
	20-inch	EA	2	\$ 832.63	\$ 1,665.26	
	24-inch	EA	2	\$ 1,061.05	\$ 2,122.10	
	36-inch	EA	2	\$ 2,503.40	\$ 5,006.80	
4	<u>Mechanical Joint Solid Sleeve (Long) with Cement Liner</u>					
	36-inch	EA	2	\$ 1,288.59	\$ 2,577.18	

PANAMA CITY BEACH – PIPE AND FITTINGS

BASE BID (CONT'D)

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>	<u>Additional Delivery Time (in calendar days beyond 28 days)</u>
5	<u>Stainless Steel Tapping Sleeve</u>			Romac STS		
	36-x12-inch	EA	1	\$ 4,409.05	\$ 4,409.05	
6	<u>Mechanical Joint Gate Valve</u>					
	36-inch	EA	2	\$ 37,894.74	\$ 75,789.48	63 days
7	<u>Restrainers</u>					13 Wk Lead Time
	A. DI Pipe to MJ Fitting Type					
	16-inch	EA	6	\$ 151.19	\$ 907.14	
	18-inch	EA	6	\$ 202.77	\$ 1,216.62	
	20-inch	EA	6	\$ 248.11	\$ 1,488.66	
	24-inch	EA	6	\$ 342.54	\$ 2,055.24	
	36-inch	EA	6	\$ 966.42	\$ 5,798.52	
8	<u>Bolt and Gasket Kits</u>					
	16-inch	EA	8	\$ 30.47	\$ 243.76	
	18-inch	EA	8	\$ 31.47	\$ 251.76	
	20-inch	EA	8	\$ 35.60	\$ 284.80	
	24-inch	EA	8	\$ 42.56	\$ 340.48	
	36-inch	EA	8	\$ 168.86	\$ 1,350.88	

NOTE:

1. BIDS shall NOT include State of Florida and Bay County sales tax but shall include all other applicable taxes and fees.
2. BIDS shall be on the basis of a unit price and shall be the total compensation to be paid by OWNER for the complete materials and delivery.
3. The OWNER reserves the right to reject any and all bids received. The OWNER also reserves the right to purchase multiple combinations of pipe and fittings bid line items from separate bidders.
4. 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 purchase order to be awarded is to be accomplished within Bay County, Florida.

PANAMA CITY BEACH – PIPE AND FITTINGS

SUPPLIER:



Fortiline, Inc.

1417 Transmitter Road, Springfield, FL 32405

Address

850-785-7206

Phone Number

5/20/20

Date

[END OF SECTION 00030]

PANAMA CITY BEACH – PIPE AND FITTINGS

SECTION 02620 – STAINLESS STEEL PIPE AND FITTINGS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The MANUFACTURER shall furnish all labor, materials, equipment, and incidentals required to fabricate and deliver to the jobsite all stainless steel pipe and fittings complete, tested, and ready for installation, as shown on the Drawings and/or as specified herein.
- B. Omission of a specific item or component obviously necessary for the proper function of the system shall not relieve the MANUFACTURER from the responsibility of supplying that specific item or component at no additional expense to the Owner.

1.2 SUBMITTALS

- A. The MANUFACTURER shall submit to the OWNER, within twenty (20) calendar days after receipt of Notice to Proceed, a list of materials to be furnished and the date of delivery of materials to the site.
- B. Submit shop drawings to the OWNER for review in accordance with Section 01300, including all fittings, adapters, valves, and specials along with the MANUFACTURER's drawings and specifications indicating complete details of all items. The MANUFACTURER shall provide details of fittings to be furnished. The above shall be submitted to the OWNER for approval before fabrication and shipment of these items.
- C. Furnish in duplicate to the OWNER, prior to each shipment of pipe, submit MANUFACTURER certifications and certified test reports that the pipe and fittings supplied for this contract were manufactured and tested in accordance with the ASTM and ASME Standards specified herein.

1.3 QUALIFICATIONS

- A. All stainless steel pipe and fittings shall be furnished by MANUFACTURER'S who are fully experienced, reputable, and qualified in the manufacturing of the material to be furnished. The pipe and fittings shall be designed, constructed, and installed in accordance with the best practices and methods and shall comply with these Specifications.

PANAMA CITY BEACH – PIPE AND FITTINGS

1.4 QUALITY ASSURANCE

- A. All stainless steel pipe and fittings shall be from a single MANUFACTURER.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Stainless steel pipe and fittings 2-inches through 48-inches shall meet the following requirements:
1. Stainless steel pipe shall be Schedule 40, 316L stainless steel conforming to ASTM A-312/ASME S-A312, and ASTM A-358/ASME SA-358.
 2. Stainless steel fittings shall be Schedule 40, 316L stainless steel conforming to ASTM A-403 and ANSI B16.9/MSS SP 43 requirements.
 3. All stainless steel sheet and plate shall be extra low carbon (0.03%) maximum and meet ASTM/ASME standards.
 4. All stainless steel pipe and fittings shall be No. 1 hot-rolled annealed and pickled for finish. After all shop operations have been completed, all stainless steel materials shall be pickled and passivated (completely immersed for a minimum of 15 minutes in 10% nitric acid and 3% hydrofluoric acid at 125 degrees F followed by a neutralizing rinse.
 5. Wall thickness tolerances shall be within the allowable ASTM/ASME limits.
 6. Wall welding shall be done using the GTAW, GMAW and plasma arc welding processes by ASME qualified welders and ASME procedures for full penetration welds. Interior surfaces shall be smooth and uniform.
 7. All pipe and fittings shall be marked in accordance with the requirements of the applicable ASTM/ASME standard.
 8. Pipe and fittings shall be furnished with 125-pound pattern, flat faced flanged ends except where noted for field welding of the flange for fit-up.

2.2 TAPPING SLEEVES

- A. Tapping sleeves shall be full circle, constructed of 316 stainless steel and in two halves. All tapping sleeves shall be Romac STS420, JCM 6452, Ford FTSAS series or preapproved equivalent. Bolts for the tapping sleeve shall be 316 stainless steel.

PANAMA CITY BEACH – PIPE AND FITTINGS

PART 3 - EXECUTION

3.1 SHIPPING AND DELIVERY

- A. All stainless steel pipe and fittings shall be packaged on dunnage and wrapped (if required) for shipping and storage for a period of a minimum of three months (August through October) in ambient conditions for Panama City Beach, Florida in accordance with the MANUFACTURER'S recommendations.

END OF SECTION 02620

QUOTE



a MORSCO brand

**Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. **

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
202950	FORTILINE PANAMA CITY	5963202	5/15/20	1

CUSTOMER	PROJECT INFORMATION
CITY OF PANAMA CITY BEACH 110 S ARNOLD RD PANAMA CITY BEACH, FL 32413-2140	PIPE AND FITTINGS MAY 2020

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
PANAMA CITY BEACH PIPE AND FITTINGS MAY 2020					
DUCTILE IRON PIPE (GAUGED) WITH P401 EPOXY LINER 18 LF					
110	20	EA	16 DIP MECHANICAL JOINT P401 18 LF CLASS 50	107.2800	2,145.60
130	20	EA	18 DIP MECHANICAL JOINT P401 18 LF CLASS 50	125.3300	2,506.60
150	20	EA	20 DIP MECHANICAL JOINT P401 18 LF CLASS 50	138.5500	2,771.00
170	20	EA	24 DIP MECHANICAL JOINT P401 18 LF CLASS 00	173.9300	3,478.60
190	20	FT	36" TJ DIP GAUGED GUAGED PR250 18 LF P401 LINED CLASS 250	200.3100	4,006.20
DUCTILE IRON PIPE (GAUGED) WITH CEMENT LINER 18 LF MJ					
260	18	EA	16 DIP MECHANICAL JOINT CEMENT 18 LF CLASS 50	81.0600	1,459.08
280	18	EA	18 DIP MECHANICAL JOINT CEMENT 18 LF CLASS 50	93.1800	1,677.24
300	18	EA	20 DIP MECHANICAL JOINT CEMENT 18 LF CLASS 50	106.3900	1,915.02
320	18	EA	24 DIP MECHANICAL JOINT CEMENT 18 LF CLASS 00	134.0600	2,413.08
350	18	EA	36" TJ DIP GAUGED GUAGED PR250 18 LF CLASS 250	154.9100	2,788.38
MJ FITTINGS P401 EPOXY LINED:					
410	2	EA	16" MJ LONG SLEEVE P401 C153	585.0500	1,170.10
420	2	EA	18" MJ LONG SLEEVE P401 C153	711.2000	1,422.40
430	2	EA	20" MJ LONG SLEEVE P401 C153	832.6300	1,665.26
440	2	EA	24" MJ LONG SLEEVE P401 C153	1,061.0500	2,122.10
450	2	EA	36" MJ LONG SLEEVE P401 C153	2,503.4000	5,006.80

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

SECTION 00030

BID PROPOSAL FORM

This proposal of Pipe & Fittings / P.C.B. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as Lanier Municipal Supply, Inc (a corporation, a partnership or an individual), is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

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.

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit price listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications and Drawings to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for extra work/materials. Payment of 100% of contract amount will be made to the supplier within 30 days of delivery and acceptance by the OWNER. The Bidder further proposes and agrees hereby to furnish any required shop drawings within two weeks of receipt of a signed purchase order and furnish and deliver to the point of delivery within four consecutive weeks (28 calendar days) from approval of shop drawings unless indicated otherwise on the Bid Form.

Purchase will be made under terms and conditions specified by City in its form of Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery and acceptance by the City. Strict adherence to the

**CITY OF PANAMA CITY BEACH
WWTF TRANSFER PUMP**

**ADDENDUM NO. 1
(This Form Must Be Signed and Submitted With Bid Form)**

May 18, 2020

Addendum No. 1 addresses the following issues:

SPECIFICATIONS

Section 00000 – Table of Contents

Delete this Section in its entirety and substitute therefor the revised Table of Contents attached hereto and made part of this Addendum.

Section 00030 – Bid Proposal Form

Delete this Section in its entirety and substitute therefor the revised Bid Proposal Form attached hereto and made part of this Addendum.

Section 02620 – Stainless Steel Pipe and Fittings

Add Section 02620 – Stainless Steel Pipe and Fittings in its entirety, found attached hereto and made part of this Addendum.

BIDDER:

BY: Richard W. Corbett
Richard W. CORBETT (Printed and Signed)
TITLE: President
DATE: 5/20/2020

PANAMA CITY BEACH – PIPE AND FITTINGS

SUPPLIER:

Lanier Municipal Supply, Inc.

6998 Hwy 77, Southport, Fl. 32409
Address

850-769-7006
Phone Number

5-20-2020
Date

[END OF SECTION 00030]

PANAMA CITY BEACH – PIPE AND FITTINGS

Specifications and associated Drawings is required.

BIDDER acknowledges receipt of the following ADDENDUM:

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

BASE BID:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>	<u>Additional Delivery Time (in calendar days beyond 28 days)</u>
1	<u>Ductile Iron Pipe (Gauged) with Epoxy Liner</u>					
	A. 18 LF Mechanical Joint					
	16-inch	EA	1	\$ <u>111.06'</u>	\$ <u>1999.08</u>	
	18-inch	EA	1	\$ <u>132.68'</u>	\$ <u>2388.24</u>	
	20-inch	EA	1	\$ <u>146.14'</u>	\$ <u>2630.52</u>	
	24-inch	EA	1	\$ <u>186.93'</u>	\$ <u>3364.74</u>	
	B. 18 LF Push-On Joint					
	36-inch	EA	1	\$ <u>266.36'</u>	\$ <u>4794.48</u>	
2	<u>Ductile Iron Pipe (Gauged) with Cement Liner</u>					
	A. 18 LF Mechanical Joint					
	16-inch	EA	1	\$ <u>85.63'</u>	\$ <u>1541.34</u>	
	18-inch	EA	1	\$ <u>101.49'</u>	\$ <u>1826.82</u>	
	20-inch	EA	1	\$ <u>114.95'</u>	\$ <u>2069.10</u>	
	24-inch	EA	1	\$ <u>148.22'</u>	\$ <u>2668.68</u>	
	B. 18 LF Push-On Joint					
	36-inch	EA	1	\$ <u>206.00'</u>	\$ <u>3708.00</u>	
3	<u>Mechanical Joint Solid Sleeve (Long) with Epoxy Liner</u>					
	16-inch	EA	2	\$ <u>399.00</u>	\$ <u>798.00</u>	
	18-inch	EA	2	\$ <u>510.00</u>	\$ <u>1020.00</u>	
	20-inch	EA	2	\$ <u>569.00</u>	\$ <u>1138.00</u>	
	24-inch	EA	2	\$ <u>677.00</u>	\$ <u>1354.00</u>	
	36-inch	EA	2	\$ <u>1611.00</u>	\$ <u>3222.00</u>	
4	<u>Mechanical Joint Solid Sleeve (Long) with Cement Liner</u>					
	36-inch	EA	2	\$ <u>1411.00</u>	\$ <u>2822.00</u>	

PANAMA CITY BEACH – PIPE AND FITTINGS

BASE BID (CONT'D)

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>	<u>Additional Delivery Time (in calendar days beyond 28 days)</u>
5	<u>Stainless Steel Tapping Sleeve</u>					
	316 36-x12-inch	EA	1	\$ <u>4437.⁰⁰</u>	\$ <u>4437.⁰⁰</u>	
6	<u>Mechanical Joint Gate Valve</u>					
	36-inch	EA	2	\$ <u>34,900</u>	\$ <u>69,800.⁰⁰</u>	
7	<u>Restrainers</u>					
	A. DI Pipe to MJ Fitting Type					
	16-inch	EA	6	\$ <u>129.⁰⁰</u>	\$ <u>774.⁰⁰</u>	
	18-inch	EA	6	\$ <u>170.⁰⁰</u>	\$ <u>1020.⁰⁰</u>	
	20-inch	EA	6	\$ <u>200.⁰⁰</u>	\$ <u>1200.⁰⁰</u>	
	24-inch	EA	6	\$ <u>275.⁰⁰</u>	\$ <u>1650.⁰⁰</u>	
	36-inch	EA	6	\$ <u>815.⁰⁰</u>	\$ <u>4896.⁰⁰</u>	
8	<u>Bolt and Gasket Kits</u>					
	16-inch	EA	8	\$ <u>28.⁰⁰</u>	\$ <u>224.⁰⁰</u>	
	18-inch	EA	8	\$ <u>30.⁰⁰</u>	\$ <u>240.⁰⁰</u>	
	20-inch	EA	8	\$ <u>35.⁰⁰</u>	\$ <u>280.⁰⁰</u>	
	24-inch	EA	8	\$ <u>40.⁰⁰</u>	\$ <u>320.⁰⁰</u>	
	36-inch	EA	8	\$ <u>80.⁰⁰</u>	\$ <u>640.⁰⁰</u>	

NOTE:

1. BIDS shall NOT include State of Florida and Bay County sales tax but shall include all other applicable taxes and fees.
2. BIDS shall be on the basis of a unit price and shall be the total compensation to be paid by OWNER for the complete materials and delivery.
3. The OWNER reserves the right to reject any and all bids received. The OWNER also reserves the right to purchase multiple combinations of pipe and fittings bid line items from separate bidders.
4. 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 purchase order to be awarded is to be accomplished within Bay County, Florida.

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
June 11, 2020

3. REQUESTED MOTION/ACTION:
Find these items as surplus and approve removal from the Master Audit List.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
Quarterly, all departments are asked if any items are to be declared surplus and removed from the Master Audit List. These are the items eligible to be declared surplus for various reasons. Staff recommends they be declared surplus and removed from the Master Audit List.

City ID #	Year	Item	Serial #	Dpt.	Recommended Disposition	Notes	CC Mtg
1071	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1072	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1073	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1074	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1075	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1076	2000	PPI Spitfire Tact Vest		Police	Destroyed-Obsolete		12/13/18
1242	1999	4 Headsets & throat microphone		Police	Destroyed-Obsolete		12/13/18
1381	1998	Covert Clock Kit		Police	Destroyed-Obsolete		12/13/18
1382	1998	Covert Eqpt Sony Walkman		Police	Destroyed-Obsolete		12/13/18
1383	1998	Covert Eqpt FM Pager		Police	Destroyed-Obsolete		12/13/18
1384	1999	RF Surveillance Unit		Police	Destroyed-Obsolete		12/13/18
2251	2005	Satellite Phone		Police	Destroyed-Obsolete		12/13/18
2252	2005	Satellite Phone		Police	Destroyed-Obsolete		12/13/18
	1996	Crime Files Software		Police	Destroyed-Obsolete		12/13/18
77	2006	F-450 Ford truck	S-3	1FDXF46Y17EB21842	Street	Sell at 2019 auction	04/11/19
1946	2002	F-250 Truck	S-7	1FTNF20L12ED	Street	Sell at 2019 auction	04/11/19
2467	2006	F-150 Truck	U-82	1FTRF12W37NA18674	Utilities	Sell at 2019 auction	04/11/19
1903	2004	F-150 Truck	U-83	1FTR12W44NC37449	Utilities	Sell at 2019 auction	04/11/19
299	2008	Ford F-150		1FTRF14W77KC36895	Parks	Sell at 2019 auction	04/11/19
1516	2002	Radios	466 ACE 1974	Police	Destroyed-Obsolete	7/31/2019	09/26/19
1545	2002	Radios	466 ACE 1948	Police	Destroyed-Obsolete	7/31/2019	09/26/19
1554	2002	Radios	466 ACE 1957	Police	Destroyed-Obsolete	7/31/2019	09/26/19
2160	2002	Radios	721 CFP 3483	Police	Destroyed-Obsolete	7/31/2019	09/26/19
2152	2002	Radios	721 CFP 3488	Police	Destroyed-Obsolete	7/31/2019	09/26/19
2156	2002	Radios	721 CFP 3487	Police	Destroyed-Obsolete	7/31/2019	09/26/19
2155	2002	Radios	721 CFP 3484	Police	Destroyed-Obsolete	7/31/2019	09/26/19
1515	2002	Radios	466 ACE 1973	Police	Destroyed-Obsolete	7/31/2019	09/26/19
1597	2002	Radios	466 ACE 1719	Police	Destroyed-Obsolete	7/31/2019	09/26/19
1596	2002	Radios	466 ACE 1718	Police	Destroyed-Obsolete	7/31/2019	09/26/19
1560	2002	Radios	466 ACE 1812	Police	Destroyed-Obsolete	7/31/2019	09/26/19
1883		HP DesignJet 800 Plotter	N/A	Utilities	Destroyed-Obsolete		09/26/19
NOTE: NO AUCTION HELD IN 2019*****							
406		Water Tank Trailer		Parks	Sell at 2020 auction		06/11/20
None		Water Tank		Parks	Sell at 2020 auction		06/11/20
652		Multi Pro 1250		Parks	Sell at 2020 auction		06/11/20
198		Toro Workman 3200		Parks	Sell at 2020 auction		06/11/20
8585		Toro Sandpro		Parks	Sell at 2020 auction		06/11/20
2395		Golfcart		Parks	Sell at 2020 auction		06/11/20
156		Golfcart		Parks	Sell at 2020 auction		06/11/20
None		Golfcart		Parks	Sell at 2020 auction		06/11/20
2127	2005	Ford Ranger	P-11	1FTYR14U45PAS1687	Parks	Sell at 2020 auction	06/11/20
None		Trailer (Pier)		Parks	Sell at 2020 auction		06/11/20
None		John Deere Tractor model 955		Parks	Sell at 2020 auction		06/11/20
		John Deere 4x2 Gator	(partial)	HOG4x2x07 22	Street	Sell at 2020 auction	06/11/20
		John Deere 4x2 Gator			Street	Sell at 2020 auction	06/11/20
413	2008	F-150 Ford truck		1FTRF12W48KE91119	Street	Sell at 2020 auction	06/11/20
562	2010	Ford truck		1FTBF2A678EA68808	Street	Sell at 2020 auction	06/11/20
446		Vac Trailer			Street	Sell at 2020 auction	06/11/20
None		Z Sprayer			Street	Sell at 2020 auction	06/11/20
None		Old Bushhog				Sell at 2020 auction	06/11/20
2530	2018	Ford Interceptor		1FMSK8AR1JGA71725	Police	Totaled in accident	11/5/2018
2552	2018	Interceptor related emergency equipment			Police	Totaled in accident	11/5/2018
1599		Radios			Police	Out of Svc- Obsolete	06/11/20
1602	2002	Radios	722 ACE 1319	Police	Out of Svc- Obsolete		06/11/20
1645	2002	Radios	722 ACE 1307	Police	Out of Svc- Obsolete		06/11/20
1600	2002	Radios	722 ACE 1317	Police	Out of Svc- Obsolete		06/11/20
323		Radios		Police	Out of Svc- Obsolete		06/11/20
52		Radios		Police	Out of Svc- Obsolete		06/11/20
1639	2002	Radios	722 ACE 1301	Police	Out of Svc- Obsolete		06/11/20
488		Hurricane shutters old City Hall				Demolished when bldg torn down	06/11/20
1908		Roof for old PD substation- R Jackson Blvd		Police	No longer used as substation		06/11/20
2161		Vinyl siding for old PD substation-RJB			No longer used as substation		06/11/20
2199		Deck with cover for generator- old substation-RJB			No longer used as substation		06/11/20
650		Playground Surface UTP		Parks	Replaced in FY18		06/11/20

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Al Shortt - Utilities Director

2. MEETING DATE:

June 11, 2020

3. REQUESTED MOTION/ACTION:

Approve a resolution of support for staff requested matching grant funds from the Northwest Florida Water Management District to facilitate the City's expansion of its reclaimed water transmission system.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES

NO

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES

NO

N/A

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

Utility staff has budgeted for construction of two major extensions to the City's reclaimed water transmission system in the current 5-year Capital Plan. One is to extend reclaimed water service up SR 79 to serve the future West Bay Sector Plan development and the second is to extend an existing transmission main eastward along PCB Pkwy from North Glades Trail to the new Chip Seal Parkway.

The latter reclaimed main will provide an immediate benefit to the City's utility customer base by serving the new County sports park on Chip Seal Pkwy, along with the new school and hotel under construction. The St Joe company also is planning for development of up to 1,500 single family homes in the Breakfast Point East project. This transmission main extension will provide capacity for reclaimed irrigation water to serve those homes, saving valuable potable water resources.

In 2018, the City Council approved the project design and \$50,000 of that effort was funded by the Northwest Florida Water Management District. On May 5th of this year, City staff submitted a request (copy attached) to the District for 50% grant funding of the estimated \$989,800 construction cost. The Utilities Department has the balance of funds budgeted. In response, the District has requested a form of official support from the City Council. Approval of the accompanying Resolution of Support by the council will meet that requirement. Staff recommends approval.

RESOLUTION 20-120

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, INDICATING ITS SUPPORT OF THE CITY'S PURSUIT OF STATE OF FLORIDA ALTERNATIVE WATER SUPPLY FUNDING FOR THE PANAMA CITY BEACH PARKWAY REUSE TRANSMISSION EXTENSION PROJECT; RATIFYING A LETTER OF SUPPORT; AND AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO PROVIDE ANY OTHER DOCUMENTS NECESSARY TO SATISFY THE REQUIREMENTS OF THE APPLICATION FOR THE FUNDING.

WHEREAS, the City desires to expand its reclaimed water transmission system from the City's Wastewater Treatment Plant located on North Gulf Boulevard eastward along the Panama City Beach Parkway from North Glades Trail to Chip Seal Parkway, in order to serve both existing and pending development and provide an alternate irrigation source for existing irrigation or new irrigation demand (the "Panama City Beach Parkway Reuse System Transmission Extension Project" or "Project"), and has included the Project in its 5-year Capital Plan; and

WHEREAS, on January 25, 2018, the City approved Resolution 18-54, authorizing the design of this Project; and

WHEREAS, the anticipated Project construction cost is \$989,800, and the City desires to request matching funds for the construction of the Project from the Northwest Florida Management District (NWFMD) in the amount of \$494,900; and

WHEREAS, on May 5, 2020, staff submitted a letter to the NWFMD requesting funding the Project; and

WHEREAS, the Council desires to confirm its support of the Project.

NOW THEREFORE BE IT RESOLVED, that the City Council hereby

approves, ratifies and confirms that certain Letter of Support dated May 5, 2020, relating to the City's pursuit of State of Florida Alternative Water Supply funding from the Northwest Florida Water Management District to construct the Panama City Beach Parkway Reuse System Transmission Extension Project, and directs the appropriate officers of the City to prepare and deliver on behalf of the City any other documents necessary or recommended to advance or support the funding request.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk



City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbgov.com

May 5, 2020

Transmitted via EMAIL

Mr. Brett Cyphers, Director
Northwest Florida Water Management District

RE: Panama City Beach Parkway Reuse Transmission Extension

On behalf of the City of Panama City Beach, this is to formally request funding for the referenced project application. The City of Panama City Beach currently operates a reclaimed water system utilizing highly treated effluent from the Panama City Beach Wastewater Treatment Plant (WWTP), located on North Gulf Boulevard. This project will expand the City's reclaimed water transmission system eastward to serve both existing and pending development and provide an alternate irrigation source for existing irrigation or new irrigation demand. This project includes a proposed extension of an existing 20- inch reclaimed watermain, along Highway 98/Panama City Beach Parkway approximately 7,350 LF to the intersection of Panama City Beach Parkway, Cauley Avenue and Chip Seal Parkway.

The Bay County Tourist Development Council (TDC) recently completed the first phase of a large sports park project on Chip Seal Parkway. Chip Seal Parkway is the entrance road to the sports park and is located on the north side of the intersection of Panama City Beach Parkway and Cauley Avenue. The proposed reclaimed water main extension would serve all commercial development and residential neighborhoods in this area as well as the sports park.

Along the proposed main extension route, there are in excess of 200 connection opportunities on the south side of Panama City Beach Parkway that would have the ability to connect to the reclaimed water system. Additionally, the St. Joe Company is in the process of developing the property they own on the north side of Panama City Beach Parkway between the existing Breakfast Point Subdivision and Wildwood Road. The Breakfast Point East project will have over 1,500 single family lots at buildout and the developer constructed infrastructure needs access to a large reclaimed transmission main to meet demand. Development of the proposed project would provide reclaimed water access to the new 160 acre Sports Park. Of the 13 fields within this complex, 4 are natural turf and there is also extensive irrigated landscaping. It is anticipated that the Sports Park alone will need in excess of 400,000 gallons per day of water for irrigation at build-out.

Benefits of the proposed project include reductions of potable water and local groundwater use by development through provision of an alternate water source. In addition to the long-term benefit of conservation of water supplies, short term impacts include reductions in peak demands on the potable water system and groundwater resources in the area in high use conditions.

Mayor
Mark Sheldon

Vice Mayor
Geoff McConnell

Ward 1
Paul Casto

Ward 2
Phil Chester

Ward 4
Michael Jarman

City Manager
Tony O'Rourke

Specifics of this project are as follow:

Project Name: Panama City Beach Parkway Reuse Transmission Extension
Anticipated Cost: \$989,800
City Match: \$494,900
Requested Funds: \$494,900

Project Contact: Al Shortt, P.E.
Utilities Director
Panama City Beach
850.233.5100
ashortt@pcbgov.com

Project Engineer: Elizabeth Moore, P.E.
Anchor CEI, Inc.
850.215.1285
emoore@anchorcei.com

We look forward to the Department's favorable review and consideration of the funding assistance request. Please feel free to call or write if any further information would assist you.

Regards,



Al Shortt, P.E.
Utilities Director
116 South Arnold Road
Panama City Beach, FL 32413

Cc: Paul Thorpe, NFWWMD
Jesse Gray, NFWWMD
Elizabeth Moore, Anchor CEI
Mark Shaeffer, PCB

CONSENT ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration / Lori Philput

2. MEETING DATE:

June 11, 2020

3. REQUESTED MOTION/ACTION:

STAFF recommends that Council approve all updated job descriptions.

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)

With the implementation of the City's new online job application system, Staff worked to update the City's job descriptions to ensure each was suitable for the new system and to prepare for the upcoming pay plan study. Concurrently, the Civil Service Board has repealed its rule requiring that each applicant pass a General Competency Test.

Each job description in the City was updated to provide consistency and accuracy. Generally, the changes are limited to the following:

- Removal of the General Competency Exam Requirement.
- Removal of any duties that have been automated.
- Review and clarification of current duties to ensure current processes are documented.

Individual job descriptions are available to review upon request. Staff recommends approval.

CONSENT ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Code Enforcement/James Tindle

2. MEETING DATE:

June 11, 2020

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve the attached Resolution approving an amount of \$854.90 to be liened on property located at Seclusion Circle Parcel ID Numbers 33830-306-000, 33830-307-000, 33830-358-000 for costs incurred by the City to abate nuisances on the property.

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 incurred costs related to nuisance abatement at Seclusion Circle Parcel ID Numbers 33830-306-000, 33830-307-000, 33830-358-000. The work included general property clean-up and landscape services.

The total lien includes the costs incurred for the title search report, labor for clean-up, postage and attorney fees.

RESOLUTION 20-121

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$854.90 TO BE LIENED ON PROPERTY LOCATED AT LOT 106, LOT 107, AND LOT 158, SEACLUSION CIRCLE, FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, pursuant to Section 15-25 of the City's Code of Ordinances, the City has undertaken the abatement of public nuisances defined by Section 15-17 of the City Code, following notice and non-action by the Owners to come into compliance with the City Code section; and

WHEREAS, pursuant to 15-26 of the City's Code, the City Council shall assess the entire cost of the abatement of the nuisance against the property, inclusive of all administrative, legal, postal and publication expenses, and any other direct or indirect costs associated therewith.

NOW THEREFORE, BE IT RESOLVED by the City Council that a lien be assessed against the following property in the amount set forth below:

PROPERTY ID NO.	APPARENT OWNER OF PARCELS	ADDRESSES	AMOUNT OF LIEN
33830-306-000 33830-307-000 33830-358-000	Nissim Afuta	Lot 106, Seaclusion Circle Lot 107, Seaclusion Circle Lot 158, Seaclusion Circle Panama City Beach, FL 32413	\$854.90

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are hereby authorized and directed to record such lien and notify the Tax Collector and all interested parties of such lien.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of June, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk



City of

Panama City Beach

116 S. Arnold Rd.
PCB, Fla. 32413
P: (850) 233-5100
F: (850) 233-5049

CODE ENFORCEMENT NOTICE OF LIEN FOR NUISANCE ABATEMENT

June 11, 2020

VIA CERTIFIED AND REGULAR MAIL

Aftua, Nissim
416 Bainbridge Street
Panama City Beach, FL 32413

PO Box 9460
Panama City, FL 32417-9460

And the following interested parties:

Chuck Perdue
Bay County Tax Collectors Office
850 W. 11th Street
Panama City, FL 32401

RE: Property located at Seaclusion Circle
Panama City Beach, FL 32413
Parcel ID No. 33830-306-000, 33830-307-000, 33830-358-000

PREPARED BY: Melissa Deese for Josh Milligan
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at Seaclusion Circle Parcel ID Numbers 33830-306-000, 33830-307-000, 33830-358-000, Panama City Beach, FL 32413

Mayor
Mark Sheldon

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Michael Jarman

City Manager
Tony O'Rourke

2. The amount of the City's abatement lien is as follows:

Labor: \$550.00 (Clean-up and Labor)

Title search report: \$125.00

Postage: \$94.90

Attorney Fees: \$ 20.00

Recording Fees: \$65.00

TOTAL: \$ 854.90

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

LOTS 106, 107 AND 158 SEACLUSION BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 39 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

Civil Penalties and costs of an administrative hearing, if applicable, including a reasonable attorney's fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this _____ day of _____, 20_____.

By: _____
Jo Smith, Interim City Clerk

Mayor
Mark Sheldon

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Michael Jarman

City Manager
Tony O'Rourke



PCB Building & Planning Department
Code Enforcement Division

City of

Panama City Beach

116 S. Arnold Rd.
PCB, Fla. 32413
P: (850) 233-5100
F: (850) 233-5049
www.pcbgov.com

CODE ENFORCEMENT INVOICE FOR NUISANCE ABATEMENT

October 22, 2019

DUE UPON RECEIPT

VIA CERTIFIED AND REGULAR MAIL

Afuta, Nissim
416 Bainbridge Street
Panama City Beach, FL 32413

PO Box 9460
Panama City, FL 32417-9460

And the following interested parties:

Chuck Perdue
Bay County Tax Collectors Office
850 W. 11th Street
Panama City, FL 32401

RE: Property located at Seaclusion Circle
Panama City Beach, FL 32413
Parcel ID No. 33830-306-000, 33830-307-000, 33830-358-000

PREPARED BY: Melissa Deese for Josh Milligan
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at Seaclusion Circle Parcel ID Numbers 33830-306-000, 33830-307-000, 33830-358-000, Panama City Beach, FL 32413

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

2. The amount of the City's abatement lien is as follows:

Labor: \$550.00 (Clean-up and Labor)

Title search report: \$125.00

Postage: \$65.70

Attorney Fees: \$20.00

TOTAL: \$760.70

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

Lots 106, 107 and 158, Seaclusion Beach, according to the plat thereof, recorded in Plat Book 15, Page 39, of the Public Records of Bay County, Florida.

Civil Penalties and costs of an administrative hearing, if applicable, including a reasonable attorney's fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

FAILURE TO PAY ALL AMOUNTS DUE UNDER THIS INVOICE WITHIN THIRTY (30) DAYS SHALL RESULT IN THE CITY PLACING A LIEN ON THE ABOVE-MENTIONED PARCEL(S). IN ADDITION, THE CITY MAY ASSESS THE AMOUNTS DUE HEREIN PURSUANT TO CHAPTER 197, FLORIDA STATUTES.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this 23rd day of October, 20 19.

By: 
Mary Jan Bossert, City Clerk

Mayor
Mike Thomas

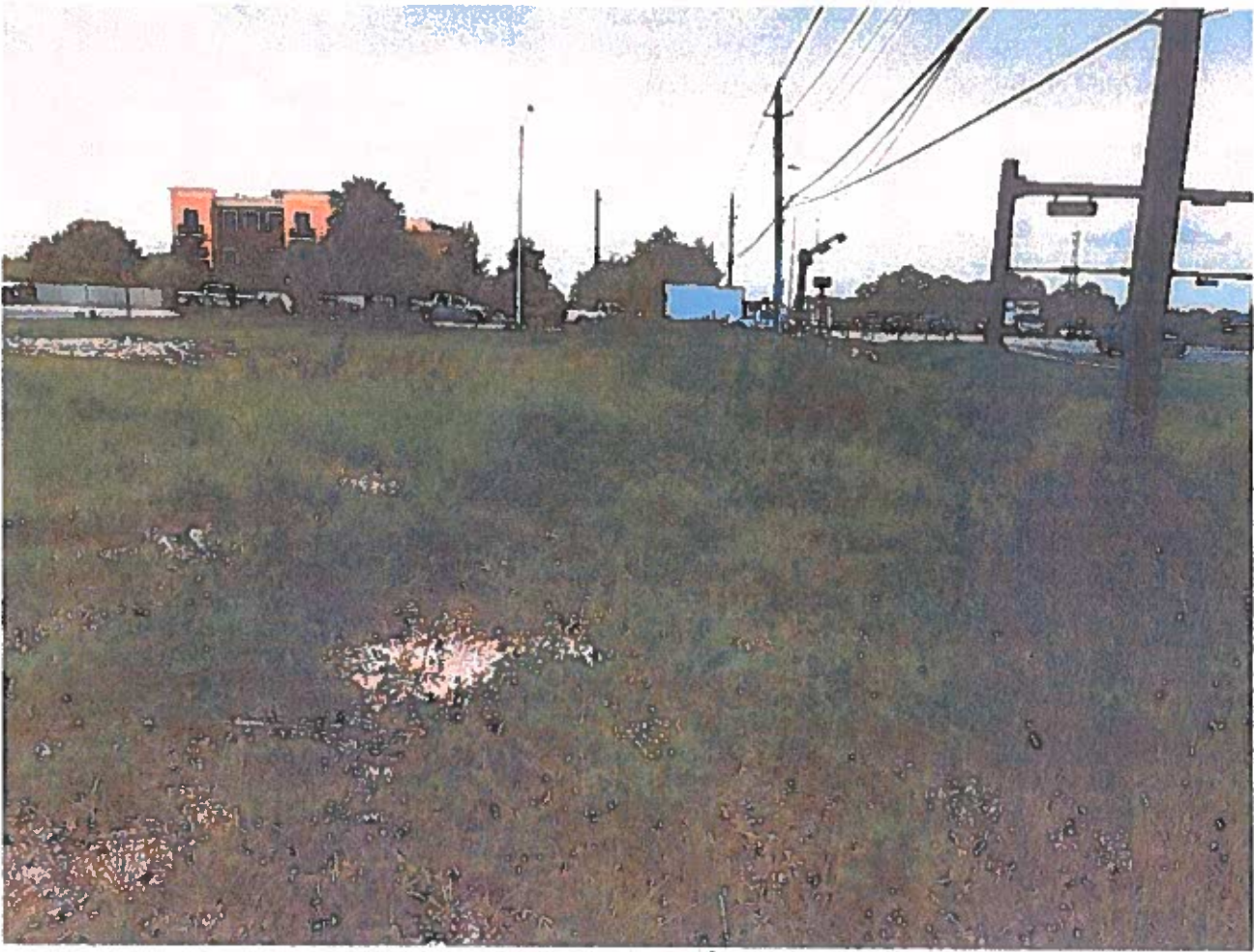
Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert



Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

Home of the world's most beautiful beaches.



D1 Landscape & Irrigation
21222 Front Beach Road
Panama City Beach, FL 32413
(850) 258-3381
Dicky@D1Landscape.net

Invoice

BILL TO

James Tindle
Code Enforcement
110 S. Arnold Road
Panama City Beach, FL 32413

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSURE
1019-224	10/14/2019	\$550.00	10/31/2019	EOM	

DESCRIPTION	QTY	RATE	AMOUNT
Nautilus Street & 98			
Tractor Service Brush Cut Vacant Lot	5	110.00	550.00
BALANCE DUE			\$550.00

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert



City of
Panama City Beach

PCB Building & Planning Department
Code Enforcement Division
116 S. Arnold Rd.
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5049
www.pcbgov.com

August 27, 2019

VIA CERTIFIED AND REGULAR MAIL

AFUTA, NISSIM
416 BAINBRIDGE STREET
PANAMA CITY BEACH, FL 32413

PO BOX 9460
PANAMA CITY, FL 32417-9460

RE: Property located Seaclusion Circle
Panama City Beach, FL 32413
Parcel ID No. 33830-306-000, 33830-307-000, 33830-358-000

Dear Sir and/or Madam,

You are hereby notified by the City of Panama City Beach that the excessive growth of grass, accumulation of weeds, vegetation, undergrowth, and other plant life on the lot, tract or parcel within the City that is untended and exceeds eighteen (18) inches in height at the above referenced address constitutes a public nuisance as that term is defined by Section 15-17(6), of the Code of Ordinances of the City of Panama City Beach. The nuisance is located on property in Bay County, Florida, as more particularly described on Exhibit A, attached and incorporated herein. The maintenance of this nuisance on the property is prohibited by Section 15-18 of the City's Code.

For these reasons, **YOU ARE HEREBY ORDERED** to cut and maintain the grass/weeds below 18 inches on the property on or before 5 p.m. September 26, 2019.

You are further notified that if you do not commence or complete the maintenance necessary to prevent further violation of the above cited sections of the City Code with the time limits set forth above, the City may thereafter undertake all such actions necessary to complete that yard maintenance and abate the nuisance, and assess the entire cost thereof, including administrative, legal, postal, and publishing expenses, against the above described property as

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

provided by State law. *This assessment shall become due and payable at the same time and with the same priority as ad valorem taxes.*

You must appeal this order to the City Council within thirty (30) days of the date of service of this Notice and Order upon you, by written application to the City Manager. Copies of the City's Code of Ordinances are available at City Hall 110 S. Arnold Road, Panama City Beach, FL 32413.

City of Panama City Beach



Josh Milligan
Code Enforcement Officer

Yours very truly,
City of Panama City Beach



Mario Gisbert
City Manager

cc: Mike Thomas, Mayor
City Council
Mel Leonard, Building and Planning Director

**EXHIBIT A:
LEGAL DESCRIPTION OF PROPERTY
ON WHICH NUISANCE IS LOCATED**

**Lots 106, 107 and 158, Seaclusion Beach, according to the plat thereof, recorded
in Plat Book 15, Page 39, of the Public Records of Bay County, Florida.**

CONSENT ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

June 11, 2020

3. REQUESTED MOTION/ACTION:

CONSIDERATION OF A RESOLUTION DIRECTING STAFF TO SUBMIT AN APPLICATION TO FDOT TO ESTABLISH A GOLF CART CROSSING AT PCB PARKWAY AND NAUTILUS STREET

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)

PURSUANT TO ORDINANCE 980 ADOPTED BY THE COUNCIL IN 2005, GOLF CARTS MAY BE OPERATED ON NAUTILUS STREET. HOWEVER, GOLF CARTS MAY NOT CROSS THE PANAMA CITY BEACH PARKWAY ABSENT AUTHORIZATION FROM THE FDOT, WHICH HAS JURISDICTION OVER THAT ROAD. RESIDENTS ON THE NORTH SIDE OF THE PARKWAY WOULD LIKE TO CROSS THE PARKWAY TO ACCESS THE SCHOOL AND BEACH TO THE SOUTH, AND RESIDENTS ON THE SOUTH OF THE PARKWAY WOULD LIKE TO CROSS IN ORDER TO ACCESS THE RESTAURANTS LOCATED NORTH OF THE PARKWAY. THE CITY HAS PREVIOUSLY REQUESTED GOLF CART CROSSINGS IN THIS AREA WHICH WERE DENIED.

FOLLOWING A RECENT MEETING WITH FDOT, STAFF WAS INFORMED THE CITY MAY RE-SUBMIT AN APPLICATION TO FDOT FOR THE ESTABLISHMENT OF A GOLF CART CROSSING AT THE INTERSECTION OF THE PANAMA CITY BEACH PARKWAY AND NAUTILUS STREET FOR REVIEW.

THE RESOLUTION IS AVAILABLE FOR THE COUNCIL'S CONSIDERATION.

RESOLUTION 20-126

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, DIRECTING THE APPROPRIATE OFFICERS OF THE CITY TO PREPARE AND SUBMIT AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE ESTABLISHMENT OF A GOLF CART CROSSING AT THE INTERSECTION OF PANAMA CITY BEACH PARKWAY AND NAUTILUS STREET; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on September 8, 2005 the City adopted Ordinance 980, regulating the use of golf carts and designating certain city streets for golf cart use during the hours between sunrise and sunset; and

WHEREAS, Nautilus Street is a City street on which golf carts are authorized to operate, while the operation of golf carts along Panama City Beach Parkway cannot be permitted by that Ordinance; and

WHEREAS, Ordinance 980 provides that golf carts may be permitted to cross a street on which golf carts are not otherwise permitted at such points as are from time to time designated by FDOT when that agency has jurisdiction; and

WHEREAS, Panama City Beach is a destination beach community which attracts millions of visitors each year who are looking to experience a laid back and lower speed pace of life; and

WHEREAS, the City's resident population is also increasing, as more retirees and families settle down in the City to celebrate the natural resources and pace of life the City provides; and

WHEREAS, golf carts and low speed vehicles are commonly seen operating upon roads within the City on both sides of the Panama City Beach Parkway in the area of this intersection; and

WHEREAS, numerous low speed vehicles are presently tagged and permitted for use and operation within the City; and

WHEREAS, the shopping plaza and restaurants located on the north side of the Panama City Beach Parkway and Nautilus Street intersection attract visitors and residents alike, particularly those who reside in the nearby subdivisions accessible by or adjacent to Nautilus Street;

WHEREAS, this section of Panama City Beach Parkway is presently operating at a Level of Service F, such that the congestion and operational inefficiency requires the City's development of alternative means of

transportation in this area to best serve the functional travel needs of travelers through this intersection; and

WHEREAS, the speed limit for this section of the Parkway is 45 mph; and

WHEREAS, the City finds and determines that given the nature and proximity of the residential and commercial developments in this area, and with due consideration of the functional inefficiency of this segment of the Parkway, that a golf cart crossing could be established at this intersection without a material adverse impact upon traffic safety; and

NOW THEREFORE BE IT RESOLVED that the appropriate officers of the City are authorized to submit a permit application to the Florida Department of Transportation to establish a golf cart crossing at the intersection of Panama City Beach Parkway and Nautilus Street.

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 _____, 2020.

MARK SHELDON, MAYOR

ATTEST:

JO SMITH, INTERIM CITY CLERK

CONSENT ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
JUNE 11, 2020

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 20-117 authorizing careful traffic control on Front Beach Road on Friday, June 19, 2020 for the Florida Jeep Jam Beach Turtle Krawl.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Florida Jeep Jam Beach Krawl event is scheduled to be held on June 19, 2020.

The event necessitates careful traffic control of a Front Beach Road and rerouting on a portion of Front Beach Road from Sharky's Restaurant to just east of the City Pier from 8:00 a.m. to 11:00 a.m. within the corporate limits of Panama City Beach.

Staff recommends approval.

RESOLUTION NO. 20-117

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH AUTHORIZING REROUTING OF A PORTION OF TRAFFIC ON A PORTION OF FRONT BEACH ROAD, ON FRIDAY, JUNE 19, 2020, FOR THE "FLORIDA JEEP JAM BEACH TURTLE KRAWL"; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the "Florida Jeep Jam Beach Turtle Krawl" (the "Event") is being held on Friday, June 19, 2020, in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of portions of Front Beach Road, in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City Council of the City of Panama City Beach that:

1. During the hours of 8:00 A.M. and 11:00 A.M. on Friday, June 19, 2020, the City authorizes that all vehicular traffic on portions of Front Beach Road from 15201 Front Beach Road westward to 16049 Front Beach Road shall be controlled in accordance with the attached map which accompanies this Resolution.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION
THIS ____ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk

2020 FLORIDA JEEP JAM "BEACH TURTLE KRAWL"

Temporary Road Closure Request



FLORIDA JEEP JAM "BEACH TURTLE KRAWL" (750 Jeeps) – Friday June 19, 2020

7:00AM Staging – Seahaven / Sharky's open lot.

8:00AM Krawl Starts

11:00AM Last Jeep on Beach

REQUEST FOR TEMPORARY ROAD CLOSURE

FLORIDA JEEP JAM is being held June 17-20, 2020. As part of the event a "Beach Turtle Krawl" is included.

- 1) Friday June 19, 2020, between the hours of 8:00AM and 11:00AM the Krawl requires traffic control and requested temporary closure along Front Beach Road from Sharky's where Krawl begins to just west of Calypso Beach Resort where the Krawl ends. See above map for reference.
- 2) Friday June 19, 2020, between the hours of 8:00AM – 11:00AM all vehicular traffic on portion of Front Beach Rd between Sharky's and just west of Calypso's Beach Resort to be rerouted in accordance to above map.



CONSENT ITEM

8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

06/11/2020

3. REQUESTED MOTION/ACTION:

Approve the professional services scope of services with Florida Transportation Engineers (FTE) to develop a Local Access Management Plan for the City in the amount of \$22,500.

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)

Florida Transportation Engineers (FTE) submitted a Scope of Services to develop a comprehensive Access Management Plan related to all roadways within the Panama City Beach City limits. This includes both the CRA and non-CRA roadways. The goal of the access management plan is to:

1. Promote development and re-development activities by utilizing consistent practices for providing access.
2. Improve Public Safety.
3. Optimize the operational efficiency of the roadway network.

In addition, the plan will provide guidance for notification procedures to affected property owners. The funds for these services are available to be split equally out of the CRA and Street Department's FY 20 Budgets. Staff recommends to approve these services in the amount of \$22,500.

RESOLUTION 20-125

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FLORIDA TRANSPORTATION ENGINEERS FOR THE DEVELOPMENT OF AN ACCESS MANAGEMENT PLAN IN THE BASIC AMOUNT OF \$22,500.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Florida Transportation Engineers, relating to the development of an Access Management Plan, in the basic amount of Twenty Two Thousand, Five Hundred Dollars (\$22,500), in substantially the form attached and presented to the Council today, draft dated May 29, 2020, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk



May 29, 2020

CORPORATE OFFICE
Punta Gorda, FL

FLORIDA OFFICES
Chipley
Miami
Punta Gorda
Tallahassee
Tampa

GEORGIA OFFICE
Atlanta

KANSAS OFFICE
Kansas City

MISSOURI OFFICE
N. Kansas City

The City of Panama City Beach
Attn: Kelly Jenkins, PE
17007 Panama City Beach Parkway
Panama City Beach, Florida

RE: Local Access Management Plan
Scope of Services

Florida Transportation Engineers (FTE) is proposing the following Scope of Services for developing an Access Management Plan for local roadways within the jurisdiction of the City of Panama City Beach. The intent of the Access Management Plan will be to protect the public health, safety and welfare of the traveling public while promoting operational efficiency on designated roadway within the City through the establishment of the policies for prudent access management.

The Goals of the Access Management Plan will be to:

1. Promote development and redevelopment activities by providing a consistent practice for providing access while reducing variables in the development process.
2. Improve public safety by reducing the number of conflict points within the roadway network thus minimizing potential collisions.
3. Optimize the operational efficiency of the roadway network by increasing mobility and decreasing vehicular delay.

To accomplish the stated Intent and Goals, FTE will develop a comprehensive Access Management Plan to be approved by the City Council and incorporated into the City's Land Development Code and/or the future Engineering Technical Manual. Individual Tasks to develop the Access Management Plan are as follows:

Task 1: Review the current Comprehensive Plan and Land Development Code to identify existing access criteria for consistency with established principles and guidelines of modern Access Management strategies.

Task 2: Define roadway classifications which may include, but not limited to:

1. Local Residential
2. Residential Collector
3. Neighborhood Commercial
4. Commercial Collector
5. Mixed Use
6. Arterial

Task 3: Establish access criteria for the aforementioned roadway classifications. The subject criteria may include, but not limited to:

1. Spacing and sight distance requirements for driveways / connections.
2. Corner clearance from established roadway intersections.
3. Median cut spacing: directionalized and full access.
4. Turn lane requirements.
5. Traffic signal spacing.

Task 4: Define and codify Reasonable Access.

Task 5: Review the City's adopted variance process in the Land Development Code and recommend any changes needed when access management variances are considered.

Completion of the aforementioned tasks will be accomplished by utilizing the procedures and guidelines outlined in the following publications:

- Florida Administrative Code (F.A.C.) Rule Chapter 14-96 and 14-97
- NCHRP Synthesis 549: Incorporating Roadway Access Management into Local Ordinances 2020
- CUTR Model Access Management Policies and Regulations for Florida Cities and Counties, 2nd Edition 2017
- FDOT Access Management Guidebook 2019

Upon completion of the Access Management Plan, FTE shall submit three (3) signed and sealed reports to the City of Panama City Beach with an electronic PDF file. The Lump Sum Fee for developing the subject Access Management Plan, responding to comments by City Staff, and presenting to the City of Panama City Beach Council will be \$22,500 Please note that the proposed fee is not contingent upon approval of the Access Management Plan by the City Council.

This fee proposal only includes one meeting to present the completed draft plan to City Council. This does not include any participation in meetings or negotiations, etc., which may take place after submission of the Access Management Plan to the City Council for approval. If the City wishes to have FTE attend additional meetings or participate in additional public hearings, this can be addressed on an hourly basis of \$175 per hour for professional engineer.

Signed acceptance of this Scope of Work authorizes FTE to start work on this project. Please return one copy with an original signature to me for my records.

Should you have any questions concerning this estimate, please feel free to contact me at (850) 326-9086. I look forward to working with you on this project.

Sincerely,



Phillip Kurth, P.E. PTOE
Vice President - Operations

This is to certify that the **City of Panama City Beach** has accepted the scope of work and cost described herein.

Authorized Signature _____ Date _____

Name (Print) _____ Title _____

REGULAR ITEM

1



City of Panama City Beach

June 11, 2020

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

Based on Governor De Santis' Executive Order 20-139 effective June 5, 2020, the staff recommends the City Council revise its prior actions to permit the following actions;

- Permit Parks & Recreation individual summer camp occupancy to increase from 10 per camp to 50, subject to appropriate social distancing of patrons.
- Permit group occupancy of the Lyndell Center and Community Center to be increased from groups of 10 or less to 50 or less, subject to the appropriate social distancing.
- Permit large/special events with groups of up to 50, subject to approved COVID-19 mitigation plans.
- Repeal City Council Resolution 20-86 related to virtual meetings by reopening all future City Council meetings to in-person attendance, however, limited to the Governor's permitted large group gatherings size.

We are evaluating reopening of the Aquatic Center for open swim recreation and children's pool use once we can adopt appropriate social distancing and hygiene practices for children at the Aquatic Center.

RESOLUTION 20-122

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, REPEALING RESOLUTION 20-86; ALLOWING PUBLIC ATTENDANCE AT PUBLIC MEETINGS CONSISTENT WITH THEN-EXISTING EXECUTIVE ORDERS; RESUMING QUASI-JUDICIAL PROCEEDINGS; EXPANDING THE MAXIMUM GROUP SIZE AT CITY FACILITIES AND SPECIAL EVENTS; SUPERSEDING RESULTS IN CONFLICT THEREWITH; 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 22, 2020, the Governor of the State of Florida issued Executive Order 20-131 "Expanding Full Phase 1: Safe. Smart. Step-By-Step. Plan for Florida's Recovery" which allows youth sports teams and leagues, youth clubs and programs, childcare facilities, summer camps, and youth recreation camps to operate; and

WHEREAS, on June 3, 2020, the Governor of the State of Florida issued Executive Order 20-139 enacting the "Phase 2: Safe. Smart. Step-By-Step. Plan for Florida's Recovery" which allows congregations of up to 50 persons; and

WHEREAS, the City Council finds that Governor DeSantis's Plan for Florida's Recovery enables expansion of the City's recreational facilities and for physical attendance at City Council meetings; and

WHEREAS, considering the continuing emergency facing the City and surrounding community, the City Council deems it appropriate and reasonable to allow to continue to limit large gatherings and physical contact between persons to effectively mitigate the risks of COVID-19.

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

1. Resolution 20-86 regarding the conduct of virtual public meetings is hereby repealed.
2. Public meetings of the City shall be open to the public subject to any limitations on large gatherings or building capacity in place by Executive Order of the Governor of the State of Florida at the time of the meeting.
3. Quasi-Judicial proceedings may resume in accordance with this Resolution.
4. Parks and Recreation summer camps may operate with a maximum group limit of fifty (50) persons, subject to appropriate social distancing of participants.
5. Special Events hosting groups up to fifty (50) persons may be permitted, subject to approval of a Special Event safety plan.
6. Group occupancy of the Lyndell Center and Community Center shall be increased from groups of 10 or less to 50 or less, subject to the appropriate social distancing.
7. The provisions of this Resolution shall supersede any conflicting provisions in any previously adopted Resolution or associated COVID-19 Action Plan.

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

2. MEETING DATE:
JUNE 11, 2020

3. REQUESTED MOTION/ACTION:
APPROVE FIRST READING OF ORDINANCE AMENDING FIREFIGHTERS PENSION PLAN TO IMPLEMENT AND CONFORM WITH REQUIREMENTS OF NEW FLORIDA LAW

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)

After years of study, the National Institute for Occupational Safety and Health (NIOSH) concluded that firefighters are at a higher risk of developing twenty-one enumerated types of cancer. The Florida Legislature, in recognition of this elevated cancer risk, has created a conclusive duty-related cancer presumption. In 2019, the Legislature passed SB 426 establishing new disability and death benefits for firefighters. SB 426 governs all Firefighter Pension Plans in Florida.

The Board of Trustees of the Panama City Beach Firefighters' Pension Plan has reviewed this ordinance to implement SB 426, and recommends approval.

If Council approves the first reading of the Ordinance, staff will prepare notice of a second reading and public hearing to adopt the Ordinance on July 9, 2020.

ORDINANCE NO. 1524

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA; FURTHER AMENDING THE CITY OF PANAMA CITY BEACH FIREFIGHTERS' RETIREMENT PLAN ADOPTED BY ORDINANCE NUMBER 1157, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 8 DISABILITY, TO IMPLEMENT THE CONCLUSIVE CANCER PRESUMPTION ESTABLISHED BY SECTION 112.1816, FLA. STAT., AND THE REBUTTABLE DISEASE PRESUMPTIONS UNDER SECTIONS 112.18, 112.181 AND 175.231, FLA. STAT; BY AMENDING SECTION 8 DISABILITY BENEFITS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after years of study, the National Institute for Occupational Safety and Health (NIOSH) concluded that firefighters are at a higher risk of developing twenty-one enumerated types of cancer.

WHEREAS, the Florida Legislature, in recognition of this elevated cancer risk, has created a conclusive duty-related cancer presumption.

WHEREAS, Senate Bill 426 (SB 426) amends Chapter 112, Florida Statutes, by creating Section 112.1816, governing disability and death benefits for firefighters.

WHEREAS, SB 426 governs all Firefighter Pension Plans in Florida.

WHEREAS, the Board of Trustees of the Panama City Beach Firefighters' Pension Plan has prepared this ordinance to implement SB 426, effective July 1, 2019.

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

SECTION 1: That the City of Panama City Beach Firefighters' Retirement Plan, adopted by Ordinance number 1157, as subsequently amended, is hereby further amended by adding Section 8, Disability, subsection 1 (a), (b), and (c) as follows:

Section 8. - Disability.

1. Disability Benefits In-Line of Duty.

In-line of duty presumptions.

(a) Rebuttable Presumption for hypertension and heart disease. Any condition or impairment of health of a member caused by hypertension or heart

disease shall be presumed to have been suffered in line of duty unless the contrary is shown by competent evidence, provided that such member shall have successfully passed a physical examination upon entering into such service, including cardiogram, which examination failed to reveal any evidence of such condition; and provided further, that such presumption shall not apply to benefits payable or granted in a policy of life insurance or disability insurance. The provisions of Sections 112.18, 112.181 and 175.231, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees may adopt uniform administrative rules for the conduct of hearings resulting relating to these rebuttable presumptions and for the determination of any disqualifying events reflected in Chapters 112 and 175, Fla. Stat.

(b) *Additional rebuttable presumption for hepatitis, meningitis and tuberculosis.* The presumption provided for in this subsection (b) shall apply only to those conditions described in this subsection (b) that are diagnosed on or after January 1, 1996.

(c) *Non-rebuttable conclusive cancer presumption.* The provisions of Section 112.1816, Fla. Stat., are hereby codified within the Plan and are intended to be incorporated by reference. The Board of Trustees may adopt uniform administrative rules for the conduct of hearings relating to this presumption and for the determination of any disqualifying events as reflected in the statute.

SECTION 2: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 3: It is the intention of the City Council that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Mayor or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

Section 5: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

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

CITY OF PANAMA CITY BEACH, FLORIDA

MARK SHELDON, MAYOR

Attest:

JO SMITH, INTERIM CITY CLERK

Published in the Panama City News Herald on the ____ day of _____, 2020.

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

Coding: Words in ~~strikeout~~ type are deletions from existing text.
Words in underline type are additions.

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CRA / David O. Campbell

2. MEETING DATE:
6/11/2020

3. REQUESTED MOTION/ACTION:
Approval of a Resolution establishing a Residential Parking Pilot Program

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

City Council directed staff to create a Residential Parking Program for the three parking lots located in the CRA:

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

The Program will designate and reserve 25% of the spaces at each parking lot, 86 spaces in total, for Panama City Beach residents that have purchased a decal from the City and displayed it on the bumper of their vehicle. Each space will be designated with the appropriate signs or markings.

175 decals will be issued each year on a first come-first serve basis but does not reserve or guarantee a space for the holder of a decal. The program is restricted to one decal per household applicant.

The program will benefit our residents by offering, for their use, restricted parking spaces close to beach accesses and local businesses. Staff recommends approval of the resolution.

Attachments: Parking lot exhibits showing resident parking spaces.

RESOLUTION 20-123

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING A RESIDENTIAL PARKING PILOT PROGRAM; CONFIRMING THE DESIGNATION OF RESIDENTIAL PARKING AREAS IN THE CITY'S THREE PAY TO PARK LOTS; PROVIDING FOR THE ISSUANCE OF DECALS; AUTHORIZING THE CITY MANAGER TO ERECT SIGNAGE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. A Residential Parking Pilot Program is hereby initiated, effective June 15, 2020, to set aside a portion of parking spaces in City pay to park parking lots for the exclusive use of residents. The pilot program will automatically terminate on February 28, 2022, unless affirmatively extended or earlier terminated by the Council.
2. Residential parking areas shall be established for motor vehicles in the lots described in Exhibit A. The residential parking areas shall represent approximately 25% of the capacity of the lots described.
3. During the pilot program, 175 decals shall be made available each year to City residents desiring to access the Residential parking areas on a first-come, first-served basis. Each household in the City is eligible to participate in the residential parking program. A decal shall be issued once the resident has completed the Residential Parking Decal application, provided the required documentation, and paid the application fee.
4. Decals for 2020-2021 will be made available to the public on June 15, 2020 and will be valid until February 28, 2021. Decals for 2021-2022 will be available to the public on March 1, 2021 and will be valid until February 28, 2022. The application fee for a residential parking decal shall be Thirty Dollars (\$30.00).
5. A residential parking decal shall not guarantee or reserve to the holder a parking space within a designated residential parking area. A residential parking decal shall not authorize the holder of the decal to park in spaces or areas designated by law as restricted or prohibited parking (loading zones, fire hydrants, disabled, or other such regulated

areas), nor shall it exempt him from the obligation to pay for parking in the designated parking areas. While a residential parking decal will gain a resident the ability to potentially park in a designated parking area, the failure to obtain a permit will not prevent a resident from parking in any unrestricted parking space in a City pay to park lot.

6. The City Manager is authorized and directed to erect the appropriate signs and markings in the designated parking areas. Unless determined otherwise by the City Manager, the residential parking area shall be available all hours of the day, seven days a week.

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 FRONT BEACH ROAD CRA PARKING

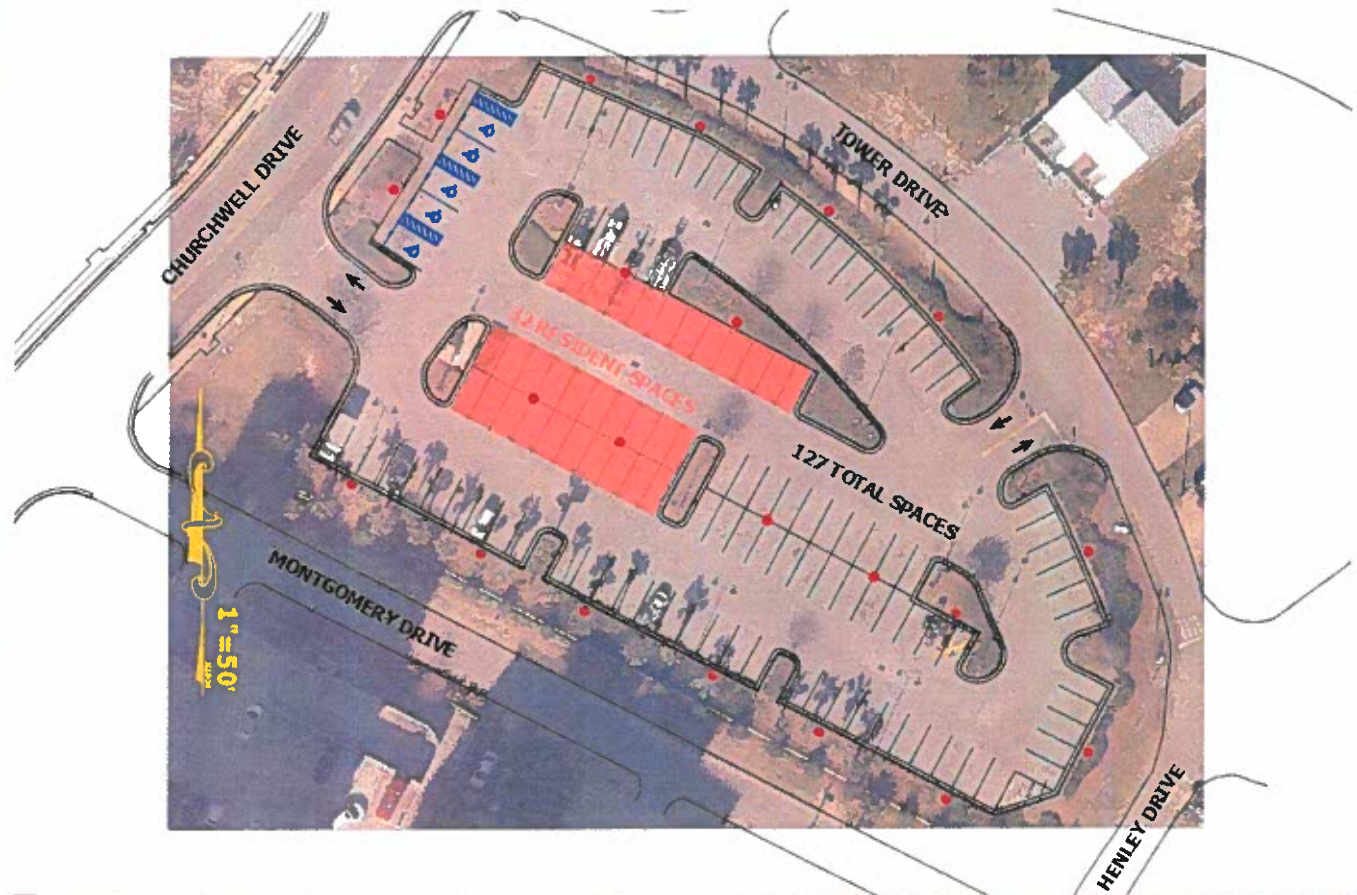
- 96 PARKING SPACE
- 15 TRUCK/TRAILER/RV SPACES
- 24 RESERVED FOR PCB RESIDENTS
- RATES
 - \$1 PER HOUR
 - \$6 PER DAY
 - \$42 PER WEEK



THOMAS DRIVE PARKING LOT
AT RIPLEY'S

PANAMA CITY BEACH FRONT BEACH ROAD CRA PARKING

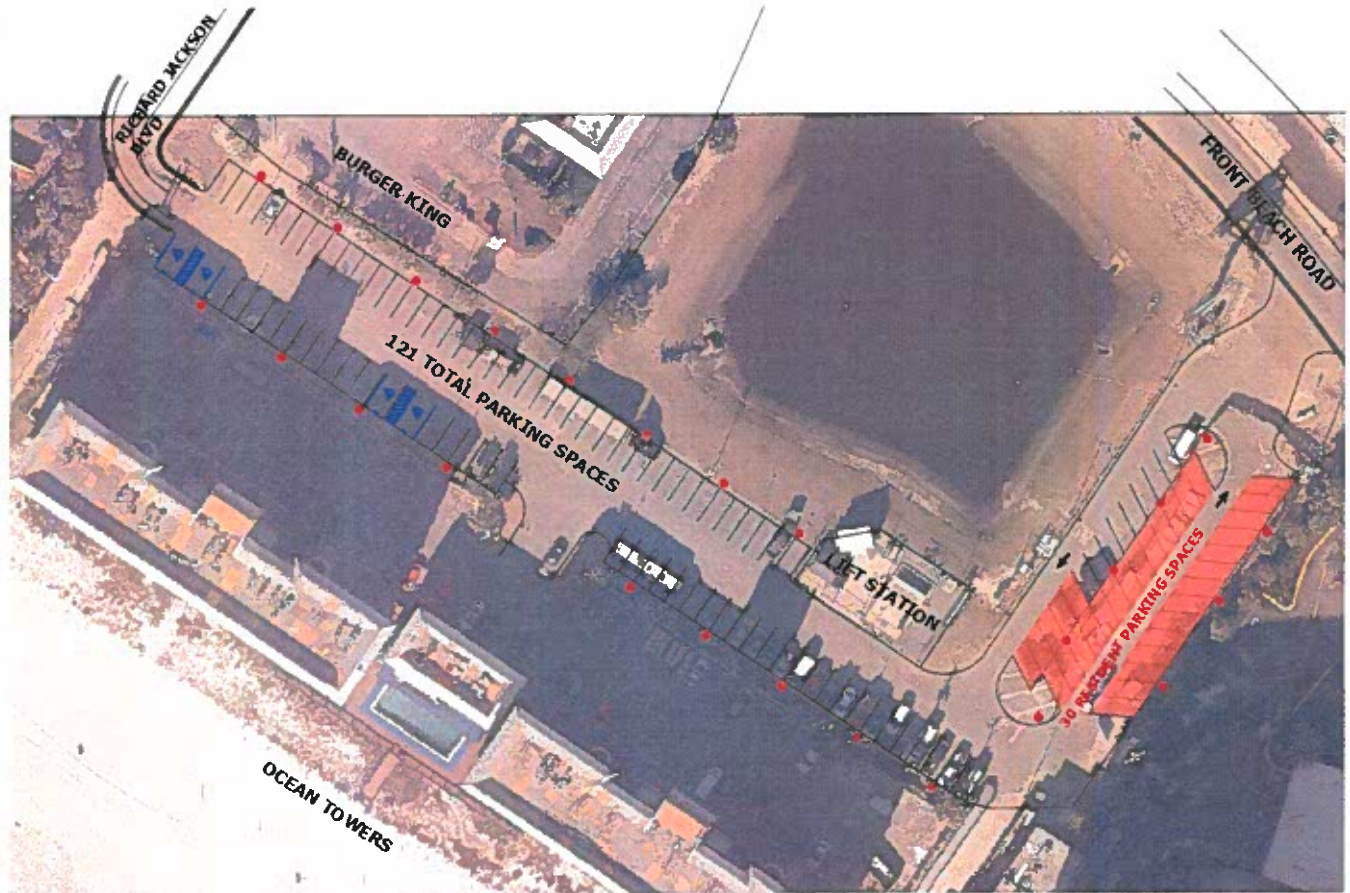
- 127 PARKING SPACE
- 32 SPACES RESERVED FOR LOCAL RESIDENTS (RED)
- RATES
 - \$1 PER HOUR
 - \$6 PER DAY



CHURCHWELL DRIVE PARKING LOT

PANAMA CITY BEACH FRONT BEACH ROAD CRA PARKING

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



RICHARD JACKSON BLVD
PARKING LOT

REGULAR ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/CRA

2. MEETING DATE:
JUNE 11, 2020

3. REQUESTED MOTION/ACTION:
APPROVE FIRST READING OF ORDINANCE ESTABLISHING RESIDENTIAL PARKING DECAL PROGRAM

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

AT ITS MAY 28, 2020 REGULAR MEETING, THE COUNCIL CONCEPTUALLY APPROVED A RESIDENTIAL PARKING PROGRAM, WHERE A PORTION OF CITY PARKING LOTS WOULD BE DESIGNATED FOR USE EXCLUSIVELY BY CITY RESIDENTS. TO IMPLEMENT THIS PROGRAM, STAFF HAS PREPARED A RESOLUTION MEMORIALIZING THE DESIGNATED AREAS AND NUMBER OF DECALS TO BE ISSUED FOR THIS PROGRAM, TOGETHER WITH THE ATTACHED ORDINANCE THAT CODIFIES THE REQUIREMENTS FOR DECAL APPLICATION, ISSUANCE AND USE. THE ORDINANCE ALSO PROVIDES FOR ENFORCEMENT AND PENALTIES FOR MISUSE OF THE DECAL OR DESIGNATED PARKING AREAS.

STAFF RECOMMENDS APPROVAL OF THE PROPOSED ORDINANCE.

IF COUNCIL APPROVES THE ORDINANCE ON FIRST READING, A SECOND READING AND PUBLIC HEARING WILL BE NOTICED FOR JULY, 2020.

ORDINANCE 1527

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO TRAFFIC AND MOTOR VEHICLES; ESTABLISHING A RESIDENTIAL BEACH PARKING PROGRAM; PROVIDING FOR THE APPLICATION AND ISSUANCE OF RESIDENTIAL PARKING LOT DECALS; MAKING IT UNLAWFUL TO PARK IN A DESIGNATED RESIDENTIAL PARKING LOT WITHOUT A DECAL AND PROVIDING FOR ENFORCEMENT; PROVIDING FOR REVOCATION OF DECALS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Article III, Chapter 22 of the City's Code of Ordinances related to Residential Beach Parking Program, is created to read as follows:

Article III. Residential Beach Parking Program.

Section 22-31. Parking in "Controlled Residential Parking Areas".

a) The holder of a valid residential parking decal that is properly displayed shall be permitted to stand or park a motor vehicle in the appropriately designated parking area. While a vehicle for which a residential parking decal has been issued is so parked, such decal shall be displayed to be clearly visible to enforcement personnel. A residential parking decal shall not guarantee or reserve to the holder a parking space within a designated parking area.

b) A residential parking decal shall not authorize the holder of the decal to park in spaces or areas designated by law as restricted or prohibited parking (loading zones, fire

hydrants, disabled, or other such regulated areas), nor shall it exempt him from the observance of any traffic regulations.

c) A residential parking decal does not relieve its holder of the obligation to pay for parking in the designated parking areas. Rates for parking in each controlled parking residential area shall be posted in plain view and shall be strictly enforced.

Section 22-32. Issuance of Decals.

a) A decal shall be issued once the resident has completed the Residential Parking Decal application, provided the required documentation, and paid the decal fees. No more than one Residential Parking Decal shall be issued per household.

b) Application fees, if any, shall be approved by Resolution of the City Council. The fees shall be based on the actual cost of manufacture and installation of pertinent signs, applications, decals and administrative costs in connection with the issuance of decals.

c) The application for a decal shall contain the name of the owner or operator of the motor vehicle, the VIN of the motor vehicle for which a decal is sought, a copy of the owner's driver's license, and a copy of the vehicle registration which must be registered to the address on the owner's driver's license. The applicant must also provide a current form of residency which can include a utility bill, lease agreement, property deed, voter's registration or any other form of documentation with the name of the applicant and the address they are applying for. The applicant shall apply in person for the decal and shall present all required documentation. Unless otherwise specified by Resolution of the City Council, decals will be available as of March 1. Decals shall expire on February 28 next following issuance, regardless of the date of issuance.

d) The decal must be displayed on the lower left corner of the outside rear window. For the decal to be valid it must be affixed on the vehicle listed on the completed application. Decals not displayed properly or on a vehicle other than listed will be null and void.

Section 22-33. Enforcement.

When an area has been approved, designated and posted as a "controlled residential parking area", it shall be unlawful to park a vehicle in an area restricted to residential parking only without having a valid residential parking decal properly affixed on the vehicle. Vehicles found within a controlled parking residential area without a valid decal

20200602

shall be issued a civil penalty not to exceed \$100, and may be towed pursuant to this article.

Section 22-34. Parking Permit Violations.

It shall be unlawful for any person to represent that he is entitled to a residential parking decal when he is not entitled, or to hold or display such a decal at any time when he is not entitled.

Section 22-35. Revocation of Permits and Penalties.

- a) The City Manager or his designee is authorized to revoke the residential parking decal of any individual found to be in violation of the provisions of this article.
- b) If a violator fails to surrender a revoked decal within ten working days of written notification from the City, the violator shall not be allowed to reapply for another decal.

Section 22-36. Removal of "Controlled Parking Residential Area."

The City Manager or his designee is authorized to temporarily remove or suspend the application of a controlled parking residential area when necessary, upon consultation with the Police and Fire Chiefs, to accommodate circumstances reasonably anticipated or warranted by a special event or natural disaster.

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 of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such

20200602

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.

20200602

MAYOR

Published in the 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

2. MEETING DATE:

JUNE 11, 2020

3. REQUESTED MOTION/ACTION:

APPROVE FIRST READING OF ORDINANCE 1528 UPDATING THE CITY'S MAXIMUM RATES FOR TOWING SERVICES IN THE CITY.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

IN CONJUNCTION WITH THE CITY'S REQUEST FOR QUALIFICATIONS FOR TOWING SERVICES, THE RESPONSIVE BIDDERS REQUESTED THAT THE CITY UPDATE ITS MAXIMUM TOWING RATES SINCE THEY WERE LAST REVISED IN 2008.

WHITE'S WRECKER SERVICE HAS SUBMITTED PROPOSED RATES IDENTICAL TO RATES RECENTLY ADOPTED BY THE CITY OF LYNN HAVEN. THOSE PROPOSED RATES HAVE BEEN INCORPORATED INTO THE ATTACHED ORDINANCE.

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

ORDINANCE 1528

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA AMENDING THE MAXIMUM RATES CHARGED BY TOWING SERVICES WITHIN THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this Ordinance, Section 22-71 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlines**, deleted text ~~struckthrough~~):

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:

(1) *Towing Charges:*

a. **CLASS A wrecker:**

(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~~

(i) **Hook: \$125**

(ii) **Winching: \$125**

b. **CLASS B wrecker:**

(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~~

(i) Hook: \$175

(ii) Winching: \$175

c. **CLASS C wrecker:**~~\$220.00~~

(i) Hook: \$300

(ii) Winching: \$300

d. Specialty Equipment Charges:

(i) Rotator: \$950.00 per hour port to port. One hour minimum

(ii) MOT Truck: \$500 for the first hour and \$250.00 per additional hour on location.

(iii) Divers: \$400.00 per hour on location, one hour minimum.

(2) *Storage Charges:*

a. **CLASS A wrecker:**

First six (6) hours No Charge

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

Outside for the first thirty (30) days of storage ~~\$45.00~~ **\$20.00**

Outside beyond thirty (30) days of storage ~~\$45.00~~ **\$15.00**

Inside for the first thirty (30) days of storage: ~~\$205.00~~

Inside beyond thirty (30) days of storage: **\$30.00**

c. **CLASS B wrecker:**

First six (6) hours No Charge

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

Outside for the first thirty (30) days of storage ~~\$20.00~~ **\$30.00**

Outside beyond thirty (30) days of storage **\$25.00**

Inside for the first thirty (30) days of storage: **\$35.00**

Inside beyond thirty (30) days of storage: **\$30.00**

d. **CLASS C wrecker:**

First six (6) hours No Charge

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

Outside for the first thirty (30) days of storage ~~\$30.00~~ \$50.00

Outside beyond thirty (30) days of storage \$45.00

Inside for the first thirty (30) days of storage:\$60.00

Inside beyond thirty (30) days of storage: \$55.00

- (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:** ~~\$34.00~~
 - b. **CLASS B wrecker:** ~~\$45.00~~
 - c. **CLASS C wrecker:** ~~\$46.00~~
- (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~~125.00
Per ¼ hour ~~\$19.50~~
 - b. **CLASS B wrecker:**
Per hour ~~\$80~~175.00
Per ¼ hour ~~\$20.00~~
 - c. **CLASS C wrecker:**
Per hour ~~\$475~~300.00
Per ¼ hour ~~\$43.75~~

SECTION 3. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 4. 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 5. 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.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk

REGULAR ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
JUNE 11, 2020

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION 20-111 AUTHORIZING CONTRACTS FOR TOWING SERVICES WITH WHITES 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 RELATED TO TOWING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Discount Towing and Recovery, LLC, relating to the routine towing service and storage, 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.

2. 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, relating to the specialty and routine towing service and storage, 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:

- (1)
- Towing Charges:*
- a.
- CLASS A wrecker:**
- (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
- b.
- CLASS B wrecker:**
- (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
- c.
- CLASS C wrecker:** \$220.00
- (2)
- Storage Charges:*
- a.
- CLASS A wrecker:**
- b.
- 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)

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

Outside \$15.00

Inside \$20.00

CLASS B wrecker:

First six (6) hours No Charge

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

CLASS C wrecker:

First six (6) hours No Charge

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

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.

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:

CLASS A wrecker: \$3.00

CLASS B wrecker: \$4.00

CLASS C wrecker: \$4.00

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:

CLASS A wrecker:

Per hour \$78.00

Per ¼ hour \$19.50

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)

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

June 11, 2020

3. REQUESTED MOTION/ACTION:

Staff recommends City Council approve the First Modification of Concession Agreement

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 is recommending City Council approve this First Modification of Concession Agreement due to the Covid-19 Crisis. The Concession Agreement with Morris Enterprises for the operation of Frank Brown Park Ball Field Concessions called for Morris Enterprises to pay the City \$70,000.00 for 2020.

Due to the Covid-19 crisis all league sports and tournaments have been canceled at Frank Brown Park until last weekend.

This recommendation changes the agreement from paying the city a lump sum payment to monthly payments of 25% of gross sales and a \$250.00 per month rent.

City Manager and City Attorney approve this recommendation.

RESOLUTION 20-124

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING A MODIFICATION OF THE CITY'S
CONCESSION AGREEMENT WITH MORRIS ENTERPRISES.**

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain First Modification of Concession Agreement between the City and Morris Enterprises, relating to the rental of two concession stands at Frank Brown Park, 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

FIRST MODIFICATION of CONCESSION AGREEMENT

2nd THIS FIRST MODIFICATION of CONCESSION AGREEMENT (the "Agreement"), made this day of June, 2020 by and between THE CITY OF PANAMA CITY BEACH ("City) as Landlord, and MORRIS ENTERPRISES ("Contractor), with respect to rental of two concession stands at Frank Brown Park (the "Stands").

WITNESSETH:

WHEREAS, City and Contractor entered into a Concession Agreement and renewal (collectively, "Lease") for Tenant's possession of the Stands as of February 1, 2019 through December 1, 2020; and

WHEREAS, on March 17, 2020, the City prohibited recreational sports leagues, tournaments and field use due to COVID-19, and these uses are the same which the Stands and Contractor were intended to support; and

WHEREAS, Contractor has requested a modification of rent under the Agreement on a temporary basis due to COVID-19, which City is willing to provide under the following terms in order to help the Contractor's business survive for the benefit of both parties.

NOW, THEREFORE, in consideration of the promises, mutual agreements, and reliance upon these presents, City and Contractor agree:

1. From and after the effective date of this Modification, Landlord agrees that the Annual Rent due shall be modified from a flat sum of \$70,000 payable in 8 variable monthly installments to monthly payment comprised of a percentage certain of gross sales plus a flat base amount. Landlord further agrees to forbear the portions of Annual Rent due and payable April 1 and May 1 and to waive late fees for rent due in June. As such, beginning July 1, Lessee shall pay to the City [Two Hundred and Fifty Dollars (\$250)] as rent by the first of each month, together with the amount of 25% of monthly gross sales made by Lessee in the previous month. A true and correct statement of gross sales for the preceding month shall be submitted to the Lessor with the rental amount. The books and records of the Lessee, which may be examined by the Lessor, shall include copies of sales tax report or return made to the state, which books and records are hereby required to be kept by the Lessor for a period of two (2) years from the respective dates thereof.
2. The continuation of Landlord's temporary forbearance of a portion of rent due and forbearance of Landlord's remedies for failure to pay rent in full is completely contingent upon Tenant's immediate, diligent and continuous pursuit of all loans, grants, and assistance that may become available and about which Tenant has knowledge. Contractor shall provide City with evidence that it or they have applied for a bridge loan, SBA Loan, or other outside financing, and any other public assistance available for Contractor's business or its employees at location(s) which include the Stands. Contractor agrees to use its best efforts to diligently pursue all such loans, grants, and assistance through either approval or denial. Failure to do so within three (3) business days of written notice by Landlord shall constitute a material default in this agreement and in the Lease. This agreement is not contingent upon the Tenant successfully obtaining a loan, grant, or assistance, only upon Tenant using its best efforts to obtain one.
3. Except as specifically provided in this Agreement, all other Lease terms shall remain in full force and effect and are hereby ratified and confirmed by the parties. Each party represents to the other that neither is currently in default or breach of the Lease. This Agreement constitutes the entire understanding between the parties concerning the

subject of this Agreement and there are no other agreements, understandings, or representations, oral or written, between them concerning that subject matter.

Tenant's Initials

JM

Landlord's Initials _____

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date first above written.

**Signed, sealed and delivered
in the presence of Witnesses:**

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

LANDLORD:

By: _____

Print Name: _____

Its: _____

TENANT:

Joyce Morris

By: Morris Enterprises

Print Name: Joyce Morris

Its: Owner/Operator

REGULAR ITEM

8



City of Panama City Beach

June 11, 2020

TO: Mayor and City Council

FROM: Tony O'Rourke, City Manager

RE: Financial Advisory Board Council Liaison Appointment

The City Council selected the Financial Management Advisory Board members at their May 28th meeting. They will have their first meeting on June 15th. We inadvertently forgot to have the City Council select a Council member to serve as the liaison for this Advisory Committee.

To that end, we request the City Council select a Council member to serve as its liaison to the Financial Management Advisory Committee.

REGULAR ITEM

9^{*}



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
JUNE 11, 2020

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY LOCATED AT 17138 AND 17140 FRONT BEACH ROAD BY EMINENT DOMAIN

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

THE COUNCIL HAS DIRECTED STAFF TO ACQUIRE PROPERTY NECESSARY FOR THE FRONT BEACH ROAD SEGMENT 3 AND STATE ROAD 79 IMPROVEMENT PROJECT. STAFF HAS BEEN UNSUCCESSFUL IN NEGOTIATING THE VOLUNTARY PURCHASE OF PROPERTY LOCATED AT 17138 AND 17140 FRONT BEACH. THE PROPERTY IS ESSENTIAL TO REALIGN AND IMPROVE THE INTERSECTION, AND TO SUPPORT THE STORMWATER AND DRAINAGE FACILITIES NECESSITATED BY THE EXPANSION AND IMPROVEMENT OF STATE ROAD 79.

WHILE THE COUNCIL PREVIOUSLY ADOPTED A RESOLUTION 19-110 AUTHORIZING CONDEMNATION OF THIS PROPERTY, A RECENT SURVEY DEMANDS THE NEED TO ADOPT A NEW RESOLUTION CONFIRMING THE LAND TO BE ACQUIRED AS DESCRIBED IN THAT RECENT SURVEY.

STAFF REQUESTS COUNCIL'S APPROVAL OF THE RESOLUTION.

RESOLUTION 20-127

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH FLORIDA RELATING TO THE CONDEMNATION OF THAT CERTAIN PROPERTY LOCATED AT 17138 and 17140 FRONT BEACH ROAD WITHIN THE CITY FOR RIGHT OF WAY AND DRAINAGE PURPOSES TO SUPPORT THE IMPROVEMENT OF THE INTERSECTION OF STATE ROAD 79 AND FRONT BEACH ROAD; MAKING FINDINGS OF FACT PUBLIC PURPOSE AND NECESSITY; AND AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO TAKE THE APPROPRIATE ACTIONS TO SECURE THE ACQUISITION OF THE PROPERTY BY EMINENT DOMAIN PROCEEDINGS.

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

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

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

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

WHEREAS, the City finds that the expansion and improvement of the rights-of-way along State Road 79 (between Panama City Beach Parkway and Front Beach Road) and Front Beach Road (between State Road 79 and Lullwater Drive) and the realignment of the intersection of State Road 79 and Front Beach Road (the "Project") is necessary and serves a public purpose to

improve the function and appearance of those corridors, and to allow for the installation and construction of sidewalks and additional traffic lanes in a safe and acceptable manner; and

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

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

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

WHEREAS, the acquisition of the Property is consistent with the City's Near Term Work Plan adopted by the City Council on August 9, 2018 by Resolution 18-128, and funds have been budgeted for this purpose; and

WHEREAS, the City has been unsuccessful in negotiating the voluntary purchase of the Property, and further has complied, or will have complied before filing a condemnation action, with the provisions of Section 73.015, Florida Statutes regarding presuit negotiation.

NOW THEREFORE BE IT RESOLVED, for the purposes aforesaid, the

City Council finds that:

1. The City Council hereby adopts as true and correct the foregoing Whereas clauses, and incorporates them as findings herein.
2. For the purposes aforesaid, it is necessary, practical, and in the best interest of the public and the CITY that the property necessary for the Panama City Beach Front Beach Road CRA Segment 3- State Road 79 Project be acquired as fee simple right of way in the name of the CITY over and upon those certain parcels heretofore described in the attached composite Exhibit A. Once acquired, the Property shall be used as transportation right of way for the realignment, improvement and expansion of the intersection of State Road 79 and Front Beach Road, for required drainage facilities and water retention areas necessitated by the improvement and expansion of State Road 79, and other municipal purposes.
3. The City, its officers, employees and attorneys, including designated outside counsel, be and are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple right of way, in said land by eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes, and otherwise and to prepare, sign, execute, serve, publish and file in the name of the City, all eminent domain papers, affidavits and pleadings and said attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.
4. The City finds and determines that the property identified in Exhibit A is necessary for the public purpose of construction of the roadway project. The City authorizes the acquisition of the property identified and described in Exhibit A attached hereto, and by this reference made a part thereof. The City further authorizes the City Attorney, her staff or designated outside counsel to correct minor errors or scrivener's errors to said descriptions, if any, with regard to the condemnation proceeding without further action of this Council.
5. The City has determined for the purpose of defining the interest in property sought, that at any time whenever the term "fee simple right-of-way" is used in this Resolution, said term shall mean all rights to the subject property being acquired, subject to any abutters' rights to a roadway or other improvements constructed thereon as allowed by law.
6. The City Public Works Director or designate is authorized to have the construction plans updated, revised or corrected, and to utilize such

plans in the condemnation action, including committing to said plans, updates, revisions or corrections, without further action of this Council.
7. This Resolution supercedes and repeals Resolution 19-110.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED in regular session this 11th day of June, 2020.

CITY OF PANAMA CITY BEACH

BY: _____
Mark Sheldon, Mayor

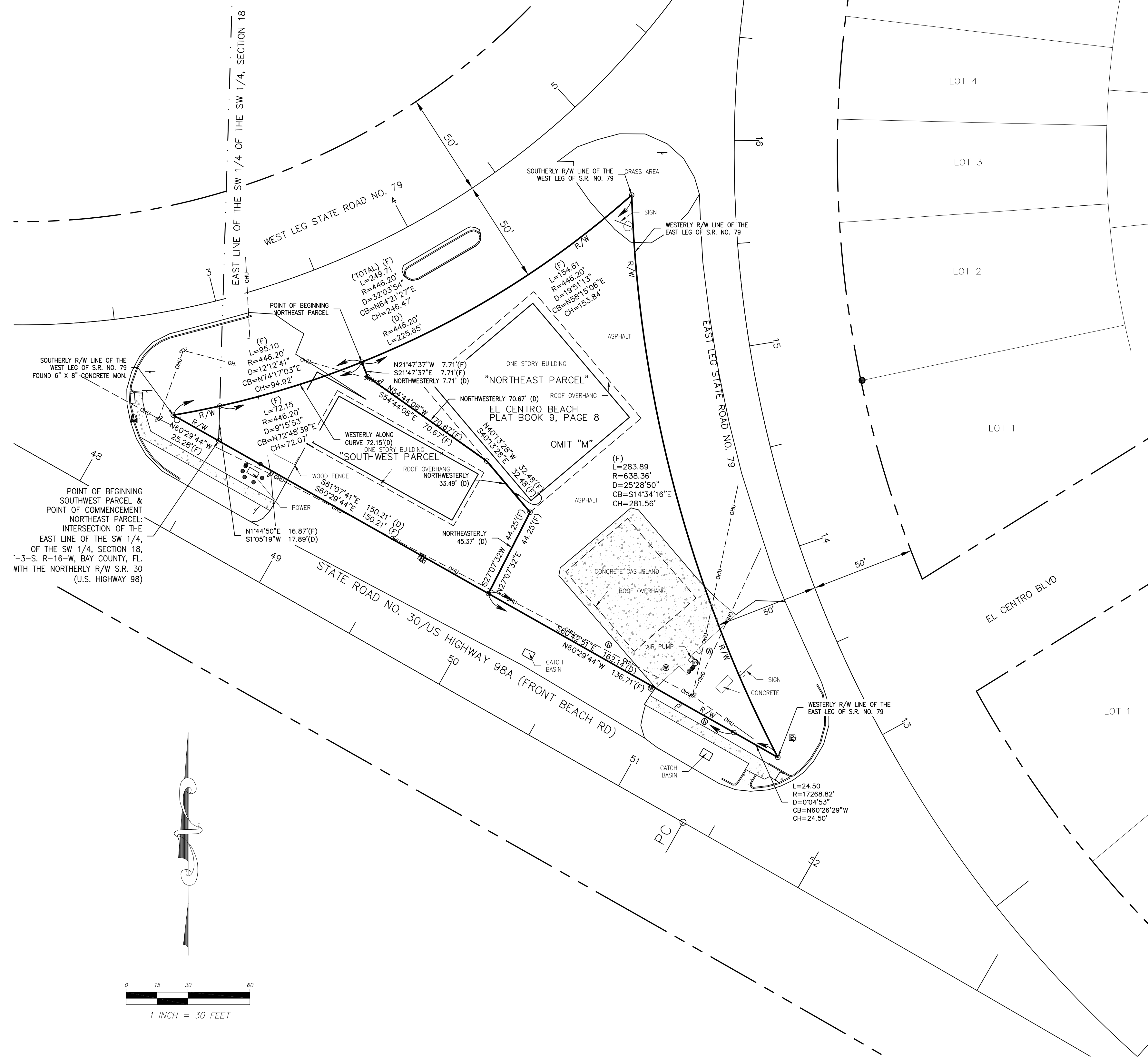
ATTEST:

Jo Smith, Interim City Clerk

EXHIBIT A

FEE SIMPLE RIGHT OF WAY

PARCEL NUMBERS: 32780-000-000, 32779-000-000



LEGAL DESCRIPTION NORTHEAST PARCEL

A PARCEL OF LAND LYING AND BEING IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING A PORTION OF OMIT "M" AS SHOWN ON THE PLAT OF EL CENTRO BEACH, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 8 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 16 WEST WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (U.S. HIGHWAY 98A) AND PROCEED THENCE NORTH 60 DEGREES 29 MINUTES 44 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 25.28 FEET TO A POINT MARKING THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE WEST LEG OF STATE ROAD NO. 79; POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 446.20 FEET, THROUGH A CENTRAL ANGLE OF 12 DEGREES 12 MINUTES 41 SECONDS; THENCE PROCEED EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 95.10 FEET, (CHORD BEARING AND DISTANCE = NORTH 74 DEGREES 17 MINUTES 03 SECONDS EAST, FOR A DISTANCE OF 94.92 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND CURVE, HAVING A RADIUS OF 446.20 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 51 MINUTES 13 SECONDS; FOR AN ARC DISTANCE OF 154.61 FEET, (CHORD BEARING AND DISTANCE = NORTH 58 DEGREES 15 MINUTES 06 SECONDS EAST, FOR A DISTANCE OF 153.84 FEET) TO A POINT MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE WITH THE WESTERLY RIGHT OF WAY LINE OF THE EAST LEG OF STATE ROAD NO. 79; POINT BEING ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 638.36 FEET, THROUGH A CENTRAL ANGLE OF 25 DEGREES 28 MINUTES 50 SECONDS; THENCE PROCEED SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 283.89 FEET, (CHORD BEARING AND DISTANCE = SOUTH 14 DEGREES 34 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 281.56 FEET) TO A POINT MARKING THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 30; POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 17,268.82 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 04 MINUTES 53 SECONDS; THENCE PROCEED NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 24.50 FEET, (CHORD BEARING AND DISTANCE = NORTH 60 DEGREES 26 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 24.50 FEET); THENCE NORTH 60 DEGREES 29 MINUTES 44 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 136.71 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 27 DEGREES 07 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 44.25 FEET; THENCE NORTH 40 DEGREES 13 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 32.48 FEET; THENCE NORTH 54 DEGREES 44 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 70.67 FEET; THENCE NORTH 21 DEGREES 47 MINUTES 37 SECONDS WEST, FOR A DISTANCE OF 7.71 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION SOUTHWEST PARCEL

A PARCEL OF LAND LYING AND BEING IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING A PORTION OF OMIT "M" AS SHOWN ON THE PLAT OF EL CENTRO BEACH, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 8 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 16 WEST WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (U.S. HIGHWAY 98A) AND PROCEED THENCE NORTH 60 DEGREES 29 MINUTES 44 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 25.28 FEET TO A POINT MARKING THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE WEST LEG OF STATE ROAD NO. 79; POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 446.20 FEET, THROUGH A CENTRAL ANGLE OF 12 DEGREES 12 MINUTES 41 SECONDS; THENCE PROCEED EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 95.10 FEET, (CHORD BEARING AND DISTANCE = NORTH 74 DEGREES 17 MINUTES 03 SECONDS EAST, FOR A DISTANCE OF 94.92 FEET); THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE PROCEED SOUTH 21 DEGREES 47 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 7.71 FEET; THENCE SOUTH 54 DEGREES 44 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 32.48 FEET; THENCE SOUTH 27 DEGREES 07 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 44.25 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 150.21 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH SPECTRA PRECISION EPOCH 80 GNSS RTK GPS SYSTEM, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (PPRN).
- THIS SURVEY, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- SOURCE OF INFORMATION: PLAT OF EL CENTRO BEACH SUBDIVISION, PLAT BOOK 9, PAGE 8; DEEDS RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND FIELD SURVEY.
- NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY ENGINEERS INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARD OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

SYMBOLS & ABBREVIATIONS:

- No. = NUMBER
- # = NUMBER
- L.B. = LICENSED BUSINESS
- O.R. = OFFICIAL RECORDS
- (F) = FIELD MEASUREMENT
- (D) = DESCRIPTION DATA
- L = ARC LENGTH
- R = RADIUS
- D = DELTA ANGLE
- CB = CHORD BEARING
- CH = CHORD LENGTH
- R/W = RIGHT OF WAY
- ID. = IDENTIFICATION
- ⊕ = WATER VALVE
- ⊕ = WATER METER
- ⊕ = FIRE HYDRANT
- ⊕ = TRAFFIC SIGN
- ⊕ = MONITORING WELL
- ⊕ = CONCRETE BOLLARD / PILING
- ⊕ = GUY ANCHOR
- ⊕ = UTILITY POLE
- ⊕ = ELECTRIC BOX
- ⊕ = TELEPHONE BOX
- ⊕ = EXISTING CONCRETE

REVISIONS	NO.	DATE	DRAWN	REVISION
Dewberry DEWBERRY ENGINEERS, INC. 1000 N. W. 11th Street PANAMA CITY, FLORIDA 32405 PHONE: 850.522.0644 FAX: 850.522.1011 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011				
DAVID JON BARRETT, P.E.S.M. DATE SIGNED: _____ PROFESSIONAL SURVEYOR & MAPPER No. 150410				
BOUNDARY SURVEY SECTION 18, T-3-S, R-16-W CITY OF PANAMA CITY BEACH BAY COUNTY, FLORIDA				
FB/PG N.A. FIELD DATE 06/01/2020 DRAWING DATE 06/02/2020 BY DJB APPROVED JG PROJECT NO. 50104124 SCALE 1" = 30' S1				

REGULAR ITEM

10



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Al Shortt, Utilities Director

2. MEETING DATE:

June 11, 2020

3. REQUESTED MOTION/ACTION:

Presentation of and discussion of issues with private residential septic systems, and potential options to reduce or eliminate them in the City service area over time.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

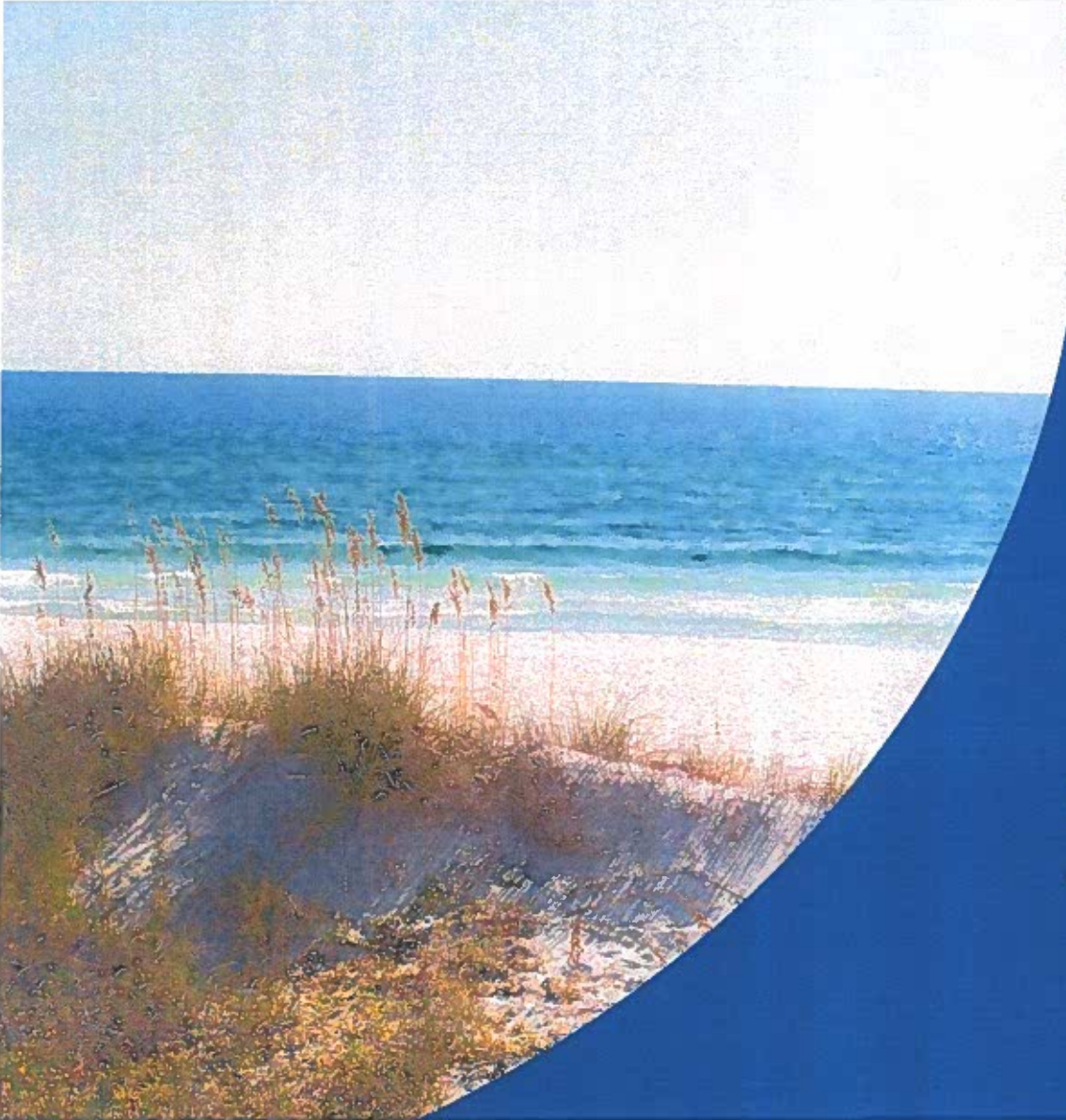
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Staff was tasked with providing information and discussion of the current status of the City Utility Department's municipal sewer service coverage, and potential options for providing service to residential areas currently served primarily with individual on-site septic systems. Attached is a PowerPoint slide presentation. There are currently over 6,000 existing residential lots in the utility system franchise service area that do not have readily available access to municipal sewer service. Given the utility system service area shape and proximity to either the Gulf of Mexico, Grand Lagoon, St. Andrew Bay and West Bay, many of those lots are close to surface water bodies.

Discussion of future City policy to follow.



Septic vs Municipal Sewer Service Discussion

City of Panama City Beach

June 11, 2020



The Panama City Beach area was a loose patchwork of small communities and private development prior to 1970.

Utilities were decentralized and served individual communities and developments.

1960s and earlier: Individual septic systems were generally used to serve properties.

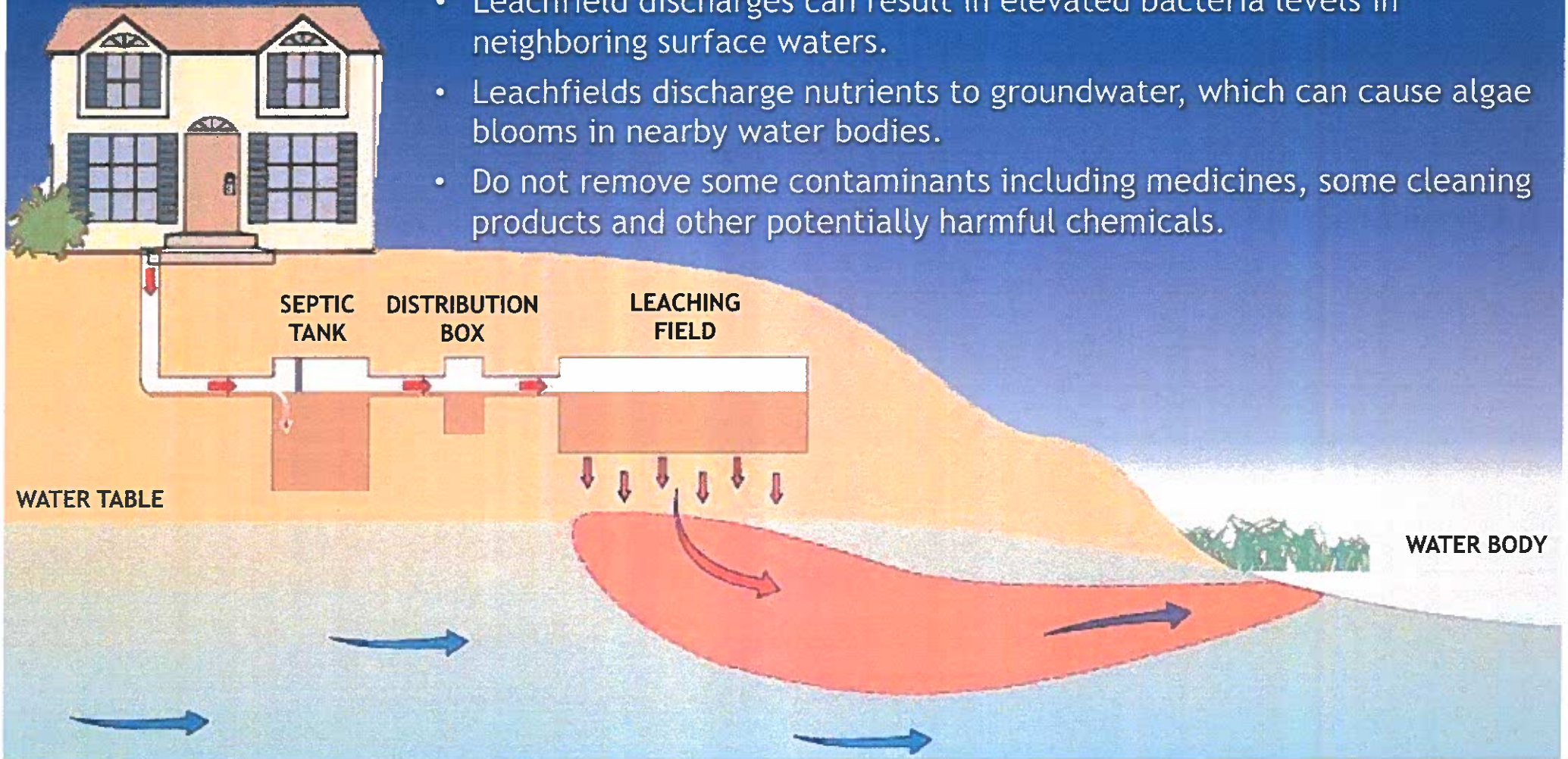
Beginning in 1968: A centralized sewer system was started, serving the existing Front Beach Rd commercial area and adjacent residential areas.

Several area developments relied on septic systems until **1980s**. Some areas still do not have readily available access to municipal sewer.



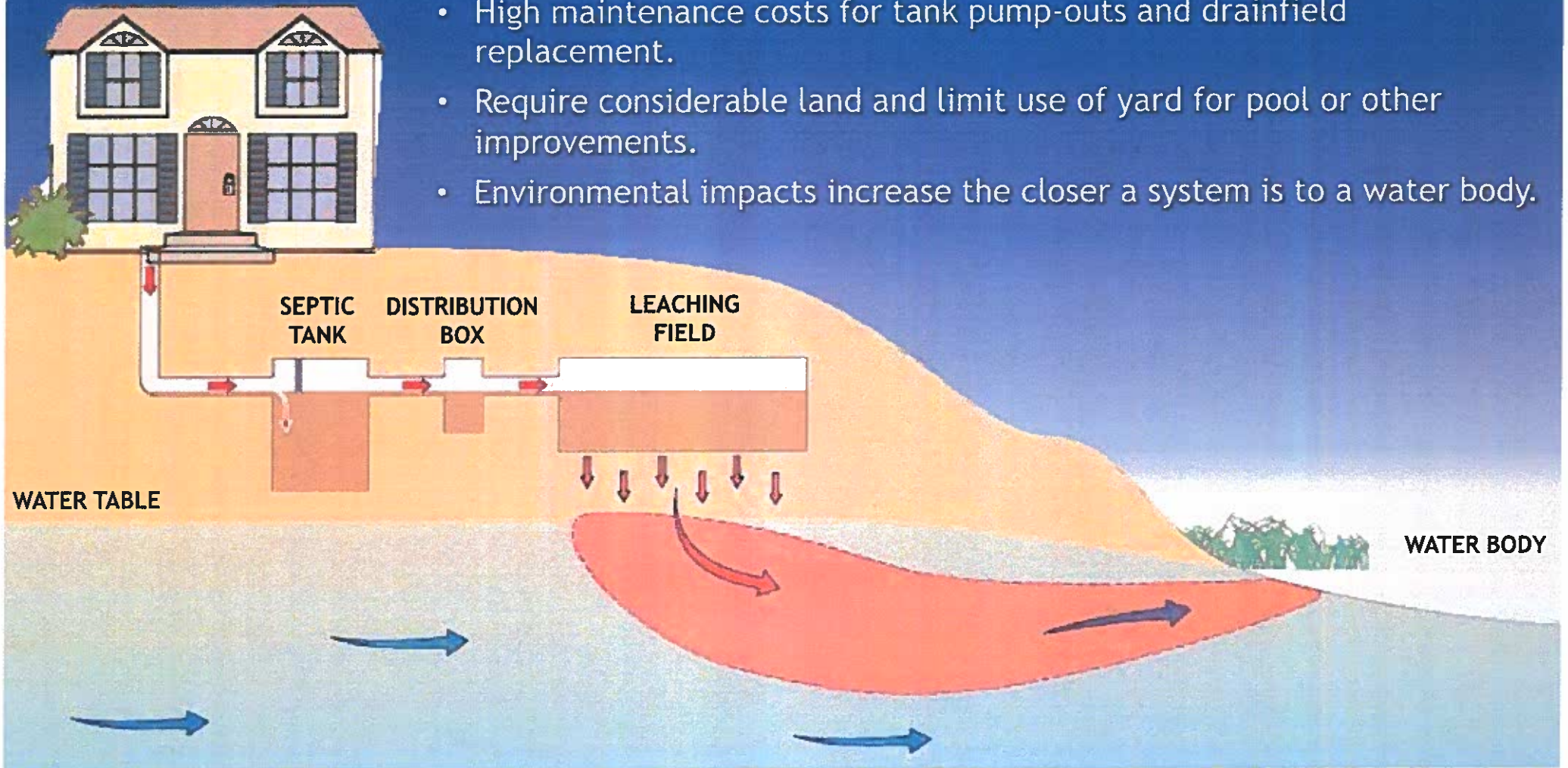
SEPTIC SYSTEM IMPACTS

- Leachfield discharges can result in elevated bacteria levels in neighboring surface waters.
- Leachfields discharge nutrients to groundwater, which can cause algae blooms in nearby water bodies.
- Do not remove some contaminants including medicines, some cleaning products and other potentially harmful chemicals.



SEPTIC SYSTEM IMPACTS

- High maintenance costs for tank pump-outs and drainfield replacement.
- Require considerable land and limit use of yard for pool or other improvements.
- Environmental impacts increase the closer a system is to a water body.

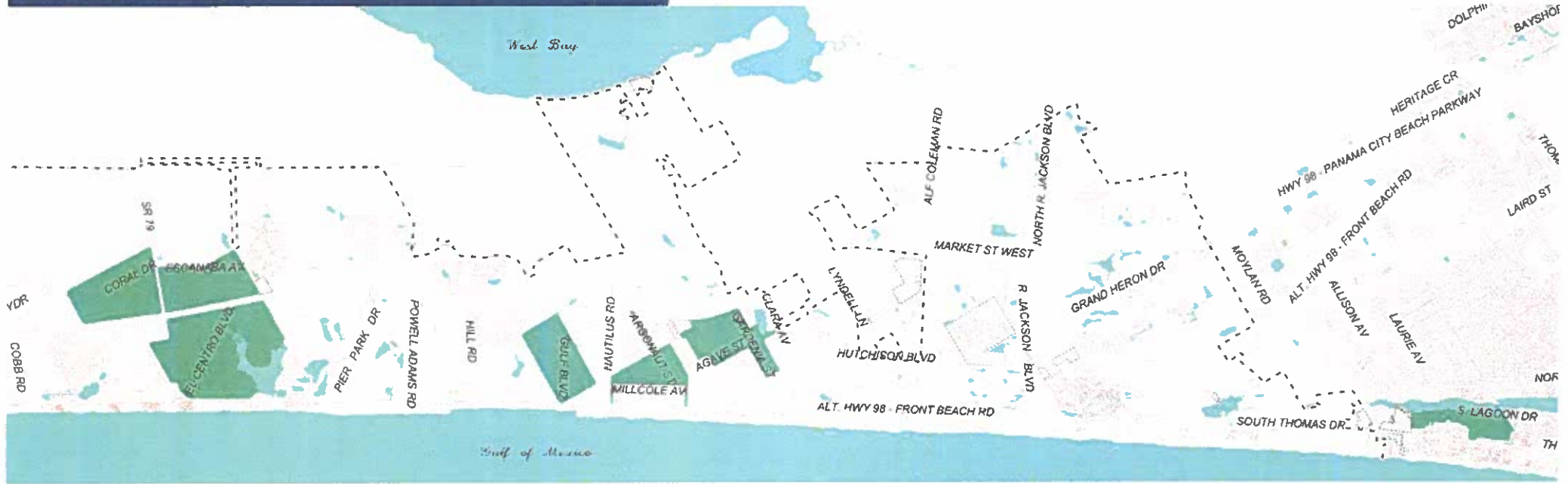
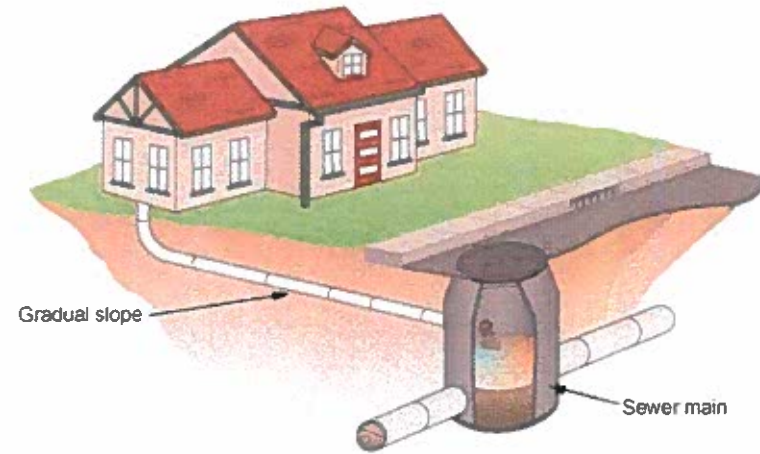


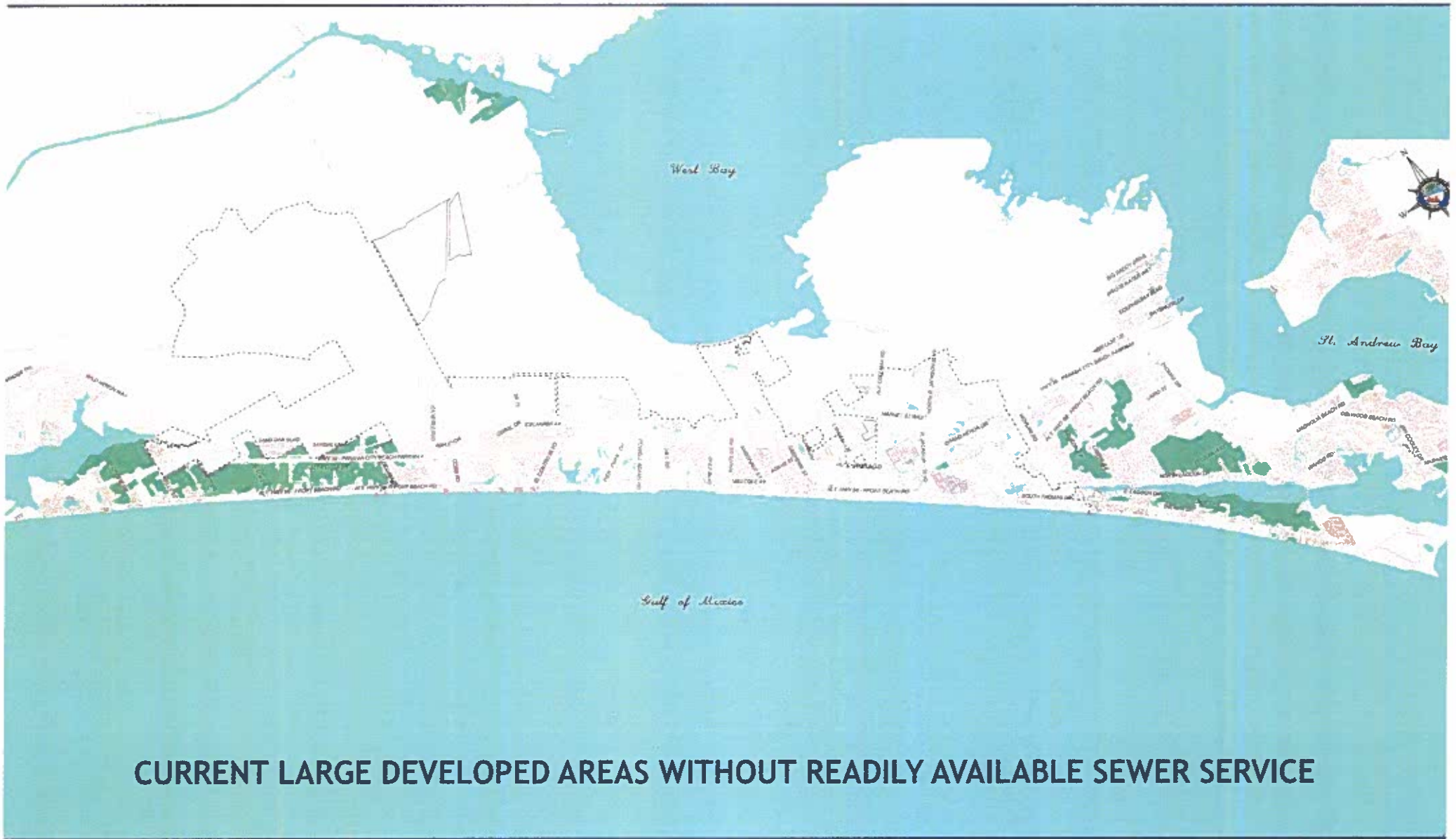
In **2000**, the City began a program of installing gravity sewer collection systems in older neighborhoods previously served by individual septic systems.

This effort was funded by a combination of grants, SRF loans and City funds.

By **2010**, the City had installed gravity sewer systems in 6 neighborhoods.

A 7th area was started in **2011** with funds from the state.

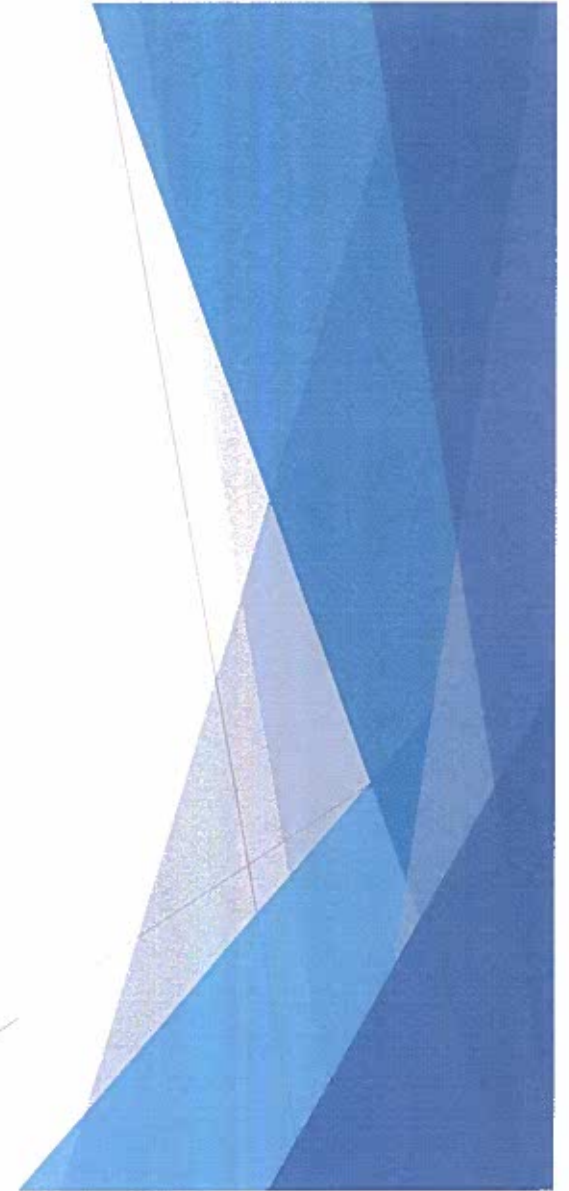




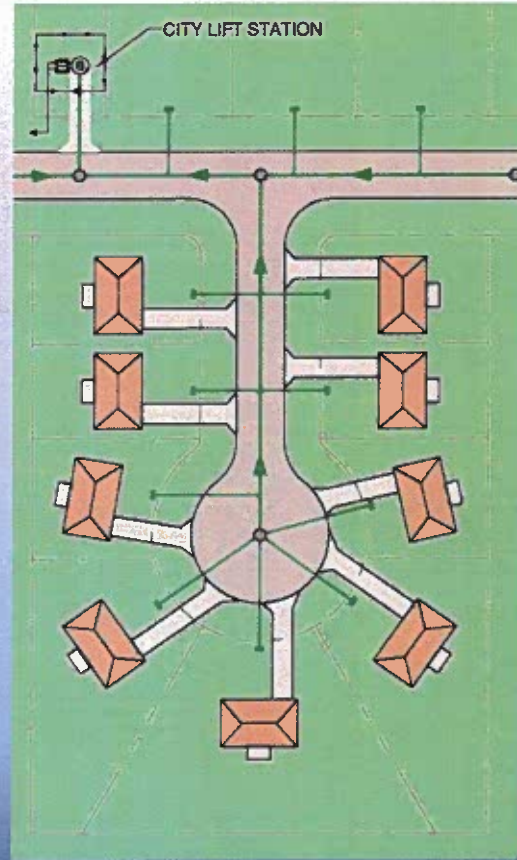
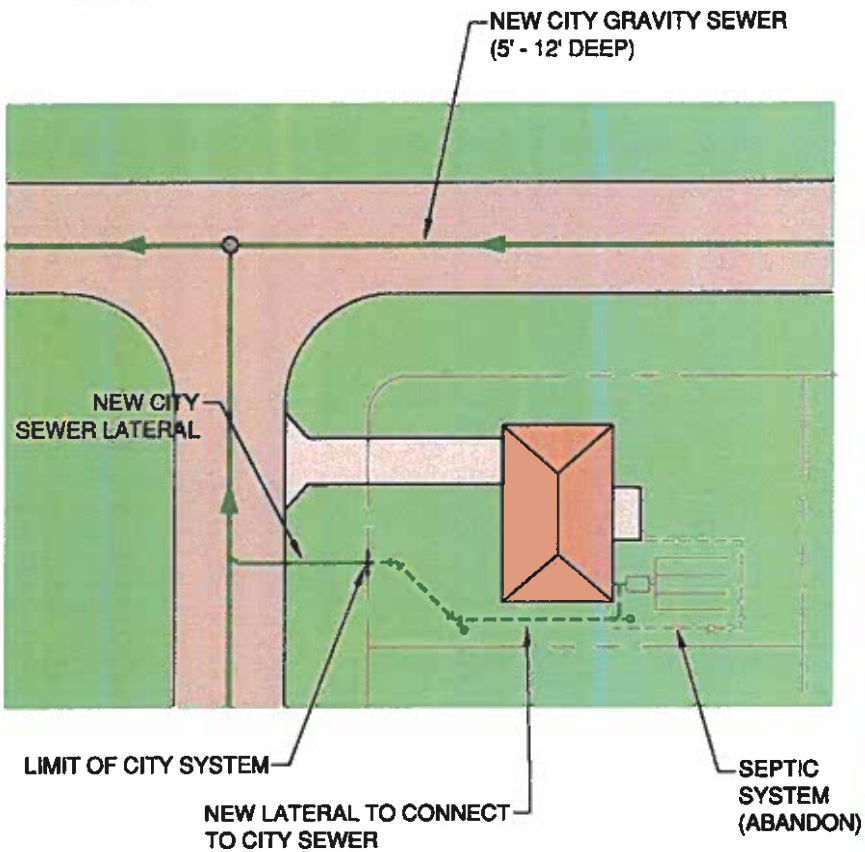
CURRENT LARGE DEVELOPED AREAS WITHOUT READILY AVAILABLE SEWER SERVICE

OPTIONS FOR ADDING SEWER SERVICE

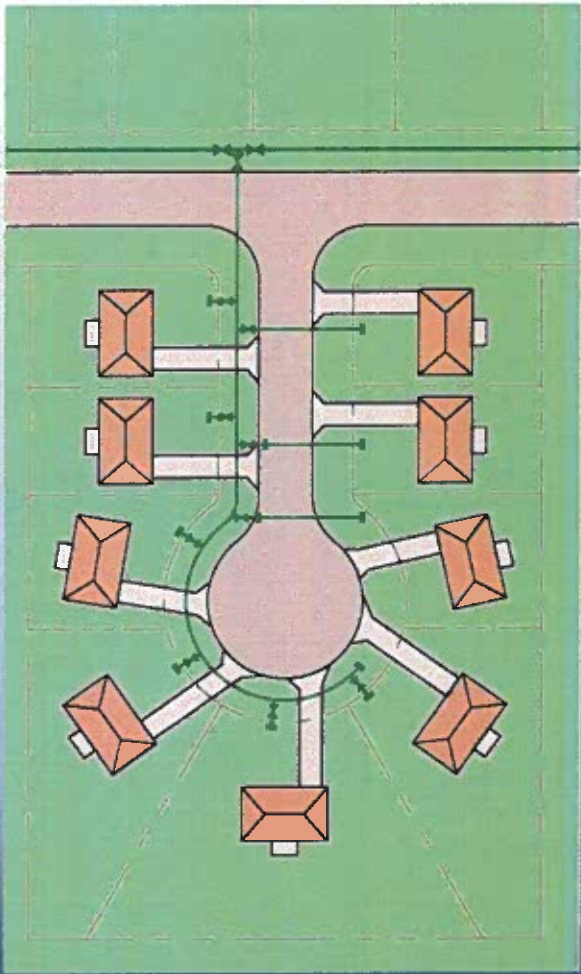
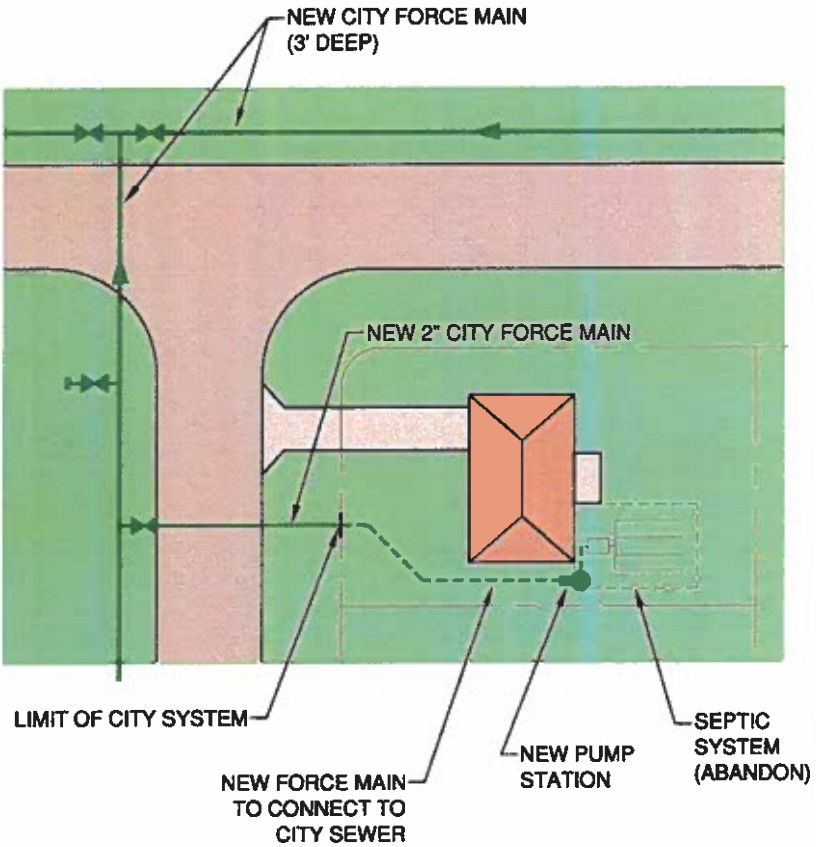
- ▶ GRAVITY SEWER
- ▶ LOW PRESSURE SEWER
- ▶ VACUUM COLLECTION SEWER



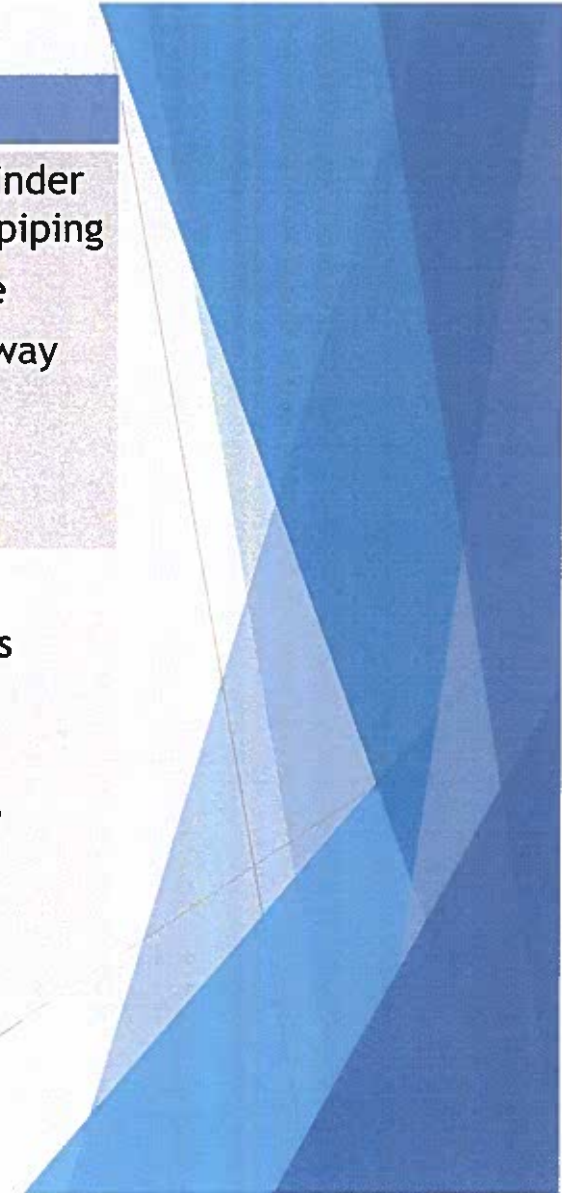
TYPICAL GRAVITY SEWER SYSTEM



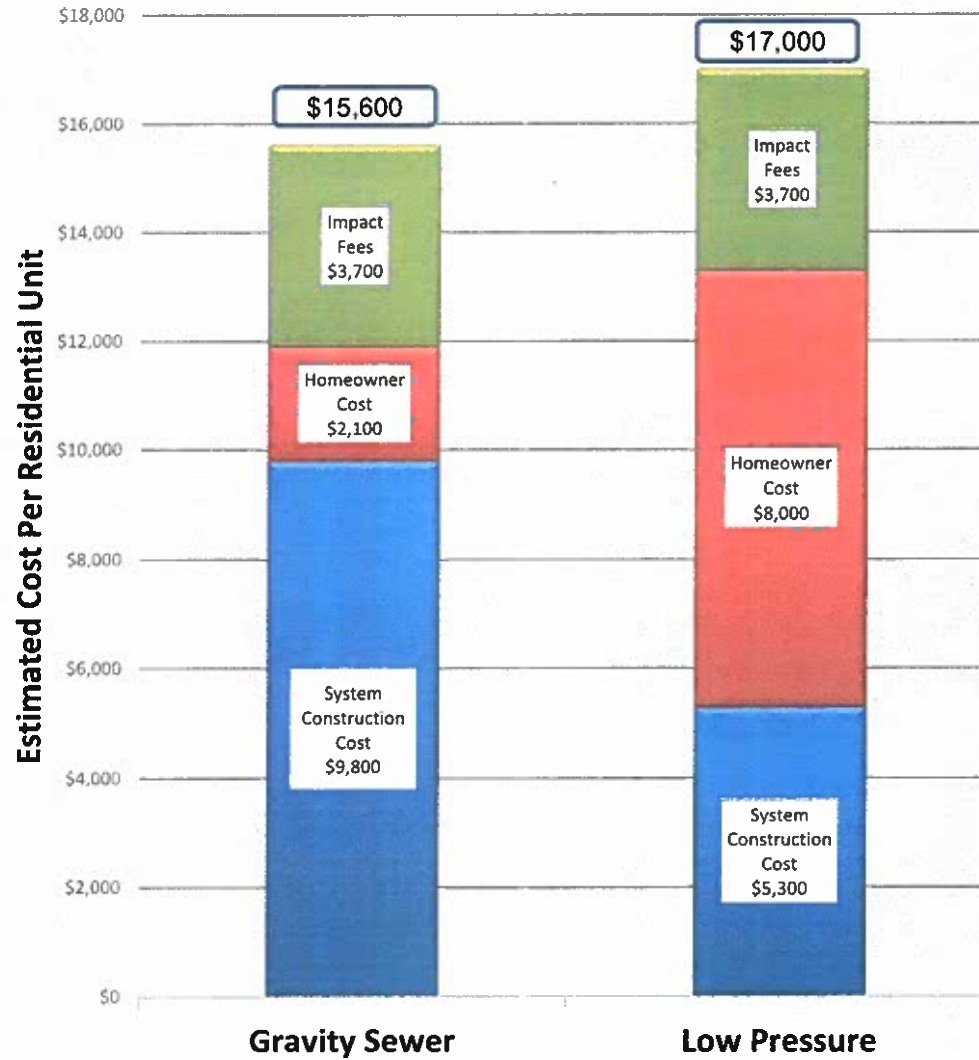
TYPICAL LOW PRESSURE SYSTEM



	Gravity	Low Pressure
Pros:	<ul style="list-style-type: none"> • Low operation/maintenance costs for homeowner • Very reliable due to use of gravity • Operates during power outages 	<ul style="list-style-type: none"> • Allows flexibility in location of grinder pumping station and homeowner piping • Requires only small diameter pipe • Less disruptive to public right of way during construction • No City lift station required
Cons:	<ul style="list-style-type: none"> • Funding • Disruptive construction • Requires sloped pipe resulting in deep installations • Less flexibility in point of connection for driveways, etc. • Requires a City maintained lift station on a dedicated site 	<ul style="list-style-type: none"> • Funding • Greater initial and operation costs • Require pump maintenance and replacements indefinitely • Does not operate in power outage



Septic to Sewer Conversion Comparison of Costs



FUTURE POLICY CONSIDERATIONS

- ▶ GRAVITY vs. LOW PRESSURE SEWER?
- ▶ CITY FINANCIAL PARTICIPATION?
- ▶ MANDATORY SEWER CONNECTIONS?



REGULAR ITEM

11



City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbgov.com

To: All City Employees

From: Tony O'Rourke *TO*

RE: 2020 Employee Survey Executive Summary

The City of Panama City Beach has made a commitment to seek input from employees on the health and climate of the organization and use that information to develop strategies for organizational improvements. This survey marks the first time the City has conducted an employee survey. The power of this survey is giving employees a voice; letting them know they have been heard, and that their feedback will be taken seriously and acted upon. The survey is a significant tool to help the City leverage strengths, address opportunities to create a higher performing organization and enhance overall employee engagement and satisfaction.

The TalentKeepers TalentWatch survey was conducted between April 13th and May 6th, 2020. All 346 City employees (full-time and part-time) were eligible to participate. A total of 331 eligible employees participated, for a response rate of 96%. In addition to answering the survey questions, 320 or 92% of employees also provided written comments. These very high participation rates demonstrate City employees trust in the survey process and believe their feedback will be valued and acted upon. I can assure you we will communicate these results to all employees and act on the survey findings.

Understanding the Data

The survey questionnaire used 70 multiple-choice statements and three questions to which employees could freely respond. The multiple-choice statements were all positively positioned such as "My leader is someone I can trust". Employees were asked to respond to each question on a 5-point Likert Scale of agreement, ranging from a 1 (Strongly Disagree) to a 5 (Strongly Agree). The "free response" questions asked what most influences employees to stay, consider leaving, and would improve their willingness to recommend the City as a great place to work to friends and family.

Overall Results and Standards

The survey generates 7 key metrics of engagement and satisfaction which are listed below along with benchmarks for government organizations, standard goals, and best-in-class thresholds.

Key Metric	The City	Government Benchmark	Best-in-Class Goal
High Performing Organization	58%	51%	85%
Job & Career Satisfaction	72%	59%	85%
Supportive Coworkers	77%	75%	85%

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Vice Mayor
Geoff McConnell

Ward 1
Paul Casto

Ward 2
Phil Chester

Ward 4
Michael Jarman

City Manager
Tony O'Rourke

Credible Leaders	74%	72%	85%
Employee Net Promoter Score	6	N/A	50
Overall Satisfaction	75%	N/A	75%
Satisfaction Change	32%	N/A	40%

Top 3 Organizational Strengths

83% of employees agree that this is a career they can believe in.

82% of employees agree that their job is challenging and interesting.

75% of employees-which is Best in Class-agree that they are satisfied at work and 32% of all employees say they are more satisfied now than they were 6 months ago.

Top 3 Organizational Opportunities for Improvement

Increase the frequency and quality of communication and interaction between employees and senior management.

41% of employees believe the organizations process and procedure to evaluate and promote employees is fair.

53% of employees believe my compensation is fair for the contributions I make.

Within each of the key metrics, the City's strengths include:

Organization Engagement Items

OEI	58%
My organization consistently demonstrates that delivering customer value is a high priority.	81.93%
Senior Management is accessible and approachable when necessary.	69.58%

Job and Career Engagement Items

JEI	72%
My job is challenging and interesting.	84.34%
This is a career that I love and believe in.	83.43%

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Co-Worker Engagement Items

CEI	77%
Most of my co-workers communicate effectively with me.	84.34%
I receive the support I need from most of my co-workers to be able to succeed.	83.73%

Leader Engagement Items

LEI	74%
My leader believes an engaged and stable workforce is important for organizational success.	83.38%
My leader tells the truth and meets commitments. Does what he/she says he/she will do.	82.15%

Areas in need of attention include:

Organization Engagement Items

OEI	58%
I feel that I can question a policy or practice, without fear of being penalized.	51.81%
My organization's process and procedures to evaluate and promote employees is fair.	40.96%

Job and Career Engagement Items

JEI	72%
At work, I have sufficient opportunities for personal and professional growth.	62.65%
My compensation is fair for the contributions that I make.	53.01%

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Co-Worker Engagement Items

CEI	77%
Most of my co-workers value and support my work and career goals.	73.49%
While working on assigned tasks, most of my co-workers do not just participate; they seem engaged in their tasks.	72.59%

Leader Engagement Items

LEI	74%
My leader identifies top performers and creates ways to engage and retain them.	61.85%
My leader is aware of team members who may be thinking of leaving and takes appropriate action to encourage them to stay.	55.38%

The overall Employee Net Promoter Score for each department is:

<i>How likely are you to recommend the organization as a good place to work?</i>	ENPS (-100 to 100)	Detractor Count	Passive Count	Promoter Count
City of Panama City Beach	6	97	117	118
Admin	33	1	6	5
Utilities	-17	33	24	20
Police	-3	29	36	26
Parks and Recreation	11	10	21	15
Public Works	-36	15	4	6
Fire	53	6	16	38
Building and Planning	14	3	6	5

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Department strengths and opportunities include:

Admin			
Strengths		Opportunities	
At work, I have the opportunity to utilize my skills and do what I do best.	100%	My leader is aware of team members who may be thinking of leaving and takes appropriate action to encourage them to stay.	33%
My leader is interested in having only the best qualified people added to the team.	92%	My organization's process and procedures to evaluate and promote employees is fair.	25%

Utilities			
Strengths		Opportunities	
My leader believes an engaged and stable workforce is important for organizational success.	84%	I feel that I can question a policy or practice, without fear of being penalized.	38%
Most of my co-workers communicate effectively with me.	82%	My organization's process and procedures to evaluate and promote employees is fair.	32%

Police			
Strengths		Opportunities	
This is a career that I love and believe in.	91%	I feel that I can question a policy or practice, without fear of being penalized.	49%
My job is challenging and interesting.	87%	My organization's process and procedures to evaluate and promote employees is fair.	32%

Parks and Recreation			
Strengths		Opportunities	
Most of my co-workers communicate effectively with me.	93%	My organization's process and procedures to evaluate and promote employees is fair.	54%
My organization supports a balance between work and personal life.	80%	My compensation is fair for the contributions that I make.	54%

Public Works

Mayor
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Ward 1
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Ward 4
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Strengths		Opportunities	
Most of my co-workers communicate effectively with me.	80%	I feel that I can question a policy or practice, without fear of being penalized.	32%
I receive the support I need from most of my co-workers to be able to succeed.	72%	My organization's process and procedures to evaluate and promote employees is fair.	28%

Fire			
Strengths		Opportunities	
This is a career that I love and believe in.	100%	I am satisfied with the benefits my current job provides.	60%
My job is challenging and interesting.	98%	My compensation is fair for the contributions that I make.	52%

Building and Planning			
Strengths		Opportunities	
Senior Management is accessible and approachable when necessary.	100%	My organization's process and procedures to evaluate and promote employees is fair.	50%
My organization supports a balance between work and personal life.	100%	I feel that I can question a policy or practice, without fear of being penalized.	43%

Overall Strengths and Opportunity Areas

From the employees' perspective, the strength of the City lies in the workforce which, in general feels that their job duties are import and engaging, their co-workers are supportive and effective at their jobs, and that their leaders are honest and believe in having an engaged workforce. Key themes in the free response comments regarding why employees choose to stay with the City mention that their co-workers are more than just peers, they feel like family, and that the opportunities to grow and learn within their job roles are important.

Conversely, employees feel the City could improve upon the connection between front-line employees and the upper levels within the City, as well as communication at all levels of leadership. They also believe the City could improve in the areas of compensation and benefits, and that policies and procedures could be more effective and that the application of these policies and procedures should be standardized across all leaders.

What is the Next Step?

The survey results will be shared with all City employees in a series of meetings to review the results about the City's and individual department strengths and opportunities for improvement. These meetings will result in the development of action plans to address

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opportunities to better the work environment and improve the overall organization, as well as individual departments. The employee survey and the actions it will generate is another step in moving the organization from "government as usual" to an organization that is employee focused, customer driven, and results oriented.

Addressing the survey findings begins with engaging employees in conversations about what the City, departments and individual leaders can **Do More, Do Less or Continue to Do the Same** to be more effective.

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Ward 1
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Ward 4
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City Manager
Tony O'Rourke

REGULAR ITEM

12



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Fire and Administration - Couch and O'Rourke

2. MEETING DATE:

June 11, 2020

3. REQUESTED MOTION/ACTION:

Confirm agreement with staff recommendation to change the shift schedule of the fire department from the current 24/48 (14 day FSLA cycle) to the proposed 48/96 (28 day FSLA cycle).

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

Fire department and City administrative staff propose a change to the existing shift schedule of fire department personnel from the current 24/48 schedule to the proposed 48/96 schedule. Attached is a memo from Fire Chief Larry Couch outlining the advantages of the proposed 48/96 schedule which include the following:

Enhanced recruitment and retention due to the increase in popularity of the 48/96 schedule coupled with the fact that no other departments in the area are currently utilizing this schedule,

Increase in quality family time as a result of a 50% increase in mornings at home and a 50% increase in entire weekends off compared to the current schedule,

Cost savings to the City as a result of both decreasing the number of shift changes and the costs associated with each change as well as a reduction in built-in overtime costs resulting in an annual savings of approximately \$3,000, and

Increased productivity as a result of more efficient utilization of department personnel.

Fire department line personnel were polled regarding the proposed schedule change and 93% were in favor of changing to the 48/96 schedule. Approximately 200 departments nationwide have made this change and none have voted to return to their original schedule providing evidence of its popularity and effectiveness.

Staff requests Council to confirm its recommendation that the fire department shift schedule be changed to 48/96 (28 day FSLA cycle) effective October 1, 2020.

The City Manager and Fire Chief recommend Panama City Beach Fire Rescue convert its work schedule from the current 24/48 schedule to a 48/96 schedule. The 48/96 schedule is comprised of (2) 24-hour shifts followed by 96 hours (4 days) off. The start and end time of each shift will remain 7 a.m. and pay periods will continue to be on the same cycle as all other City employees. Listed below are some benefits of the proposed 48/96 schedule. Finance and HR have analyzed the financial ramifications of switching to a 48/96 schedule and have determined that there is no adverse financial cost in making the switch provided the FSLA cycle is changed to 28 days from the current 14. The proposed 48/96 schedule would become effective on October 1, 2020.

Recruitment and Retention: The Panama City Beach Fire Department will be the only department in the area to run this schedule. This schedule is an extremely favorable recruiting tool for the City and should aid in retention of current employees as well.

Decrease in Long-Term Fatigue: A significant benefit of the 48/96 schedule is the decrease in long-term fatigue. On both 24/48 and 48/96 schedules short-term fatigue, otherwise known as shift fatigue, is elevated during busy shifts. The long-term fatigue grows due to the short turnaround between shifts on the 24/48 schedule. Typically, members will spend the first day recovering then have a single day to complete certain tasks prior to preparing for the next shift. Departments utilizing a 48/96 schedule have reported the ability to recover on the first day then have an additional three days to recoup sleep, spend more time with their family, and complete other tasks.

50% Increase in Mornings Home: Increased mornings at home provide more family opportunities such as bringing children to school.

50% of Entire Weekends Off: The current schedule provides entire weekends off 33% of the time so the schedule change would increase family opportunities in this regard as well.

50% Decrease in Commutes to Work: Work commuting would be decreased by 50% thus saving gas money and decreasing overall vehicular traffic on the road.

Cost Savings to the City: The department would realize a 50% decrease in daily tasks such as deep cleaning of the station, use of supplies, and trips to the store as a result of fewer shift changes. Additionally, the change to a 28-day FSLA cycle would result in annual savings of built in overtime of approximately \$3,000 based upon current salaries and shift schedules.

Increased Work Time: More time can be focused on special projects due to a decrease in the routine, daily tasks associated with each shift change resulting in more efficient use of department personnel.

The most recent poll taken with the line personnel of each shift reflected 93% approval to move forward with the change in schedule. **As a final note, out of the 200 plus departments nationwide that have moved to this schedule either permanently or via a trial, no department has voted to go back to their original schedule.**