

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: AUGUST 13, 2020

MEETING TIME: 6:00 P.M.

A. CALL TO ORDER

1. ROLL CALL.
2. INVOCATION – PASTOR RAMON DUVALL OF THE BEACHSIDE FELLOWSHIP CHURCH.
3. PLEDGE OF ALLEGIANCE – COUNCILMAN MCCONNELL.
4. COMMUNITY ANNOUNCEMENTS.
5. APPROVAL OF MINUTES OF REGULAR MEETING OF JULY 9 AND SPECIAL MEETING OF APRIL 30, 2020.
6. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.
7. PRESENTATIONS.
 - A. CHRIS TILLEY, PIER PARK MALL MANAGER-ROAD CLOSURES
 - B. FIREFIGHTER/EMT LIMAN MAHMUD
8. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES).

B. CONSENT AGENDA

1. **APPROVAL OF THE MASTER SURPLUS LIST.** *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.*
2. **RESOLUTION 20-144, BID AWARD- APPROVING AUCTIONEER FOR ONLINE AUCTION SERVICES.** *“A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Florida Auction Network, LLC to provide Online Auctioneer Services on commission basis for a fee of 5% of the total proceeds received.”*
3. **RESOLUTION 20-145, BID AWARD- CITY PARKS LAWN MOWING AND LANDSCAPE MAINTENANCE AGREEMENT.** *“A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Rotolo Consultants, Inc., for the City Parks Lawn Mowing and Landscape Maintenance in the amount of \$99,610.66.”*

- 4.* **RESOLUTION 20-151, CHANDLER AND ASSOCIATES OF PANAMA CITY, INC. MASTER SERVICES AGREEMENT.** *“A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Chandler and Associates of Panama City, Inc., for the Professional Appraisal Services in the amount of \$36,735.”*
5. **RESOLUTION 20-147, BID AWARD- CITY PARKS CHEMICAL APPLICATIONS.** *“A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Gro Pro, LLC for chemical application in City Parks in an amount not to exceed \$22,500.”*
6. **RESOLUTION 20-152, RAFTELIS UTILITY IMPACT FEE REVIEW.** *“A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Raftelis Financial Consultants, Inc. to undertake an Impact Fee Evaluation for \$13,890.”*
7. **RESOLUTION 20-153, AMENDMENTS TO FINANCIAL MANAGEMENT POLICIES.** *“A Resolution of the City of Panama City Beach, Florida, approving Amendments to the City’s Financial Management Policies.”*

C. REGULAR AGENDA – DISCUSSION/ACTION


1. KJ PLAT, BREAKFAST POINT PHASE 4-A, PUBLIC HEARING.
2. RM ORDINANCE 1529, AMENDING BEACH BONFIRE REGULATIONS, 2ND READING, PUBLIC HEARING.
3. ML ORDINANCE 1535, CODE ENFORCEMENT AUTHORITY, 2ND READING, PUBLIC HEARING.
4. TO RESOLUTION 20-148, STRATEGIC PLAN.
5. TO COVID ACTION PLAN UPDATES.
6. TO RESOLUTION 20-154, PUBLIC SAFETY ADVISORY COMMITTEE CREATION.
7. TO APPOINTMENT OF COUNCIL LIAISON AND PUBLIC SAFETY ADVISORY BOARD.
8. KJ RESOLUTION 20-155, TASK ORDER 2020-01 FOR PCB PARKWAY NORTHSIDE SIDEWALK PROJECT AND BUDGET AMENDMENT #51.
9. ML APPOINTMENT TO EXAMINING BOARD.
10. MJ JARMAN APPOINTMENT TO ECONOMIC DEVELOPMENT ADVISORY COMMITTEE.
11. TO DISCUSSION, PUBLIC ART PROGRAM.
12. TO DISCUSSION- RFP CITY BEACH LEASES.
13. TO DISCUSSION, CITY MANAGER EVALUATION.

- 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 8/10/20

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 this agenda.


 Interim City Clerk Date 8/10/20

IN ACCORDANCE WITH EXECUTIVE ORDER 20-139 COUNCIL CHAMBERS WILL BE OPEN FOR PHYSICAL ATTENDANCE, BUT LIMITED TO 50 PERSONS.

E-mailed to interested parties and posted on the website on: 08/10/20 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 8/13/20

- 8/15/20- Region D Qualifying League FYSA & Bay United-
PCB Sports Complex**
- 8/17/20- 3PM Financial Management Advisory Committee Mtg**
- 8/18/20- 3PM Economic Development Advisory Committee Mtg**
- 8/20/20- 11AM Bid Opening- Beach Rescue Fire Truck**
- 8/22/20 PCB Rugby Tournament- Aaron Bessant Park
USFA Fastpitch Tournament- Frank Brown Park**
- 8/27/20 9AM City Council Meeting**
- 8/28-30 Travel Ball USA- Frank Brown Park**
- 8/28-30 PG Deep South Fall Series- PCB Sports Complex**
- 9/5-7 Soccer Skills Unlimited, Southeastern Labor Day Cup-
PCB Sports Complex**
- 9/7/20 City Hall closed for Labor Day**
- 9/12/20- 10AM PCB Annual 9-11 Memorial Stair Climb,
Edgewater Beach Tower 1**

Copies of this listing on the table

DRAFT MINUTES

The Special Meeting of the City Council of the City of Panama City Beach, Florida, related to Beach Activity Safety Standards, held on April 30, 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

Mayor Sheldon called the meeting to order at 9:00 A.M.

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

Mayor Sheldon read the Community Announcements.

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

Mayor Sheldon opened the Public Comments section at 9:02 A.M. and asked for comments.

1 Ms. Debbie Ward. Ms. Ward said there was a link on the City website for the public to login for the meeting.

2 Mr. Charles Lyons. Mr. Lyons said he did not want the beaches open fulltime nor have the visitors come here to expose the community to the virus.

3 Mr. Burnie Thompson. Mr. Thompson thanked the Council for restoring public comments. He said he was concerned over a second wave of the virus and encouraged wearing face masks.

4 Mr. Chris McCall. Mr. McCall spoke of his concerns about the Nautilus Shopping Center and not being able to access the traffic light due to the new North Nautilus. He said the contractor was pouring the concrete today and had not been contacted about having to use the median on the Parkway.

With nothing further, the Mayor closed the Public Comments section at 9:07 A.M.

SPECIAL MEETING- DISCUSSION/ACTION

ITEM 1 EMERGENCY ORDINANCE 1521-E, BEACH ACTIVITY SAFETY STANDARDS. Ms. Myers read Ordinance 1521-E by title. She explained amendments had been made after receiving the Governor's orders and the new language was in red. She said the effective date would be May 1st with currently no sunset date.

Mayor Sheldon opened the floor for comments at 9:08 A.M.

1 Mr. Michael Steinkirchner. Mr. Steinkirchner expressed his concerns for visitors.

2 Mr. Charles Lyons. Mr. Lyons said opening the beach all day would invite out of town visitors. He asked the Council to protect the locals and provide limited beach access for our people.

3 Ms. Debbie Ward, Public Information Officer. Ms. Ward indicated that she had received 19 emails to open the beach, 11 emails to close the beach and one to keep

limited hours for the beach. She said some concerns were for public safety, and several comments were about the lack of testing.

4 Ms. Lori Philput. Ms. Philput said the meeting was livestreaming on both local tv stations.

5 Ms. Jessica Lopez. Ms. Lopez said most of the local residents would like the beaches opened for mental health.

6 Ms. Gail Sasser. Ms. Sasser urged opening the beach. She said the economy would not survive without the tourists.

7 Ms. Catie Higgenbotham. Ms. Higgenbotham urged the Council not to vote for restricted activities.

8 Mr. Tom Klomps. Mr. Klomps said he had listened to the Bay County Board of Commissioners this morning and no one addressed the health of the residents. He urged the Council to vote against opening the beach.

9 Ms. Jessica Lopez. Ms. Lopez said she favored opening the beach because it was good for mental health & would restore the economy.

With nothing further, the Mayor closed the Public Comments at 9:25 A.M.

Councilman Casto said he believed in the social distancing and limiting congregations to no more than ten people. He spoke of strategically opening Florida in the three phases, making gradual steps. He favored opening the beaches and parks to get the people out. He reminded that short-term rentals were still banned and encouraged the people to stay home if they were at risk.

Councilman Chester said if someone did not feel safe, do not get out and stay home. He said the TDC was not promoting travel. He said he had visited the beach and encouraged the people to spread out, as it was the right thing to do.

Councilman McConnell spoke of taking precautions and did not advocate absoluteness at either end. He said he had visited the beach with a lot of out of state tags and there was good social distancing. He said he favored opening the beaches all the time. He asked Ms. Myers about the commerce options on the sandy beach. Ms. Myers said the beach commerce had never been prohibited. Councilman McConnell said he thought the short-term ban was appropriate. He encouraged the people if sick, please do not come to the beach and be respectful of our residents.

Councilman Jarman thanked everyone who had called, emailed and texted him with their comments. He favored opening the beaches unrestricted. He said with proper group sizes and social distancing, he hoped not to see a resurgence.

Mayor Sheldon said he had spoken with numerous experts with other opinions. He thanked Chief Whitman and Chief Couch for keeping our citizens safe. He said we had created an issue with limiting the hours. He urged the people to follow the rules, take care, stay apart, and enjoy the open beaches. He asked to make the time effective 12:01 A.M. to be consistent with the County. Discussion ensued concerning the times.

Councilman McConnell made the motion to approve Emergency Ordinance 1521-E with the time as 12:01 A.M. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 2 OTHER ACTION NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE AGAINST THE SPREAD AND EFFECTS OF THE CORONAVIRUS (COVID-19). Mr. O'Rourke said that the end of the pier would be closed and increased marking would be placed. He said we would wait to see the congregation this weekend.

Ms. Myers said the May 14th meeting would be a virtual meeting.

Ms. Ward said she had received messages why hotels and motels were open but not short-term rentals. Ms. Myers said hotels and motels were considered essential services and treated differently.

Councilman McConnell said the City had no authority over the ban on the short-terms rentals or bars because of the Governor's Orders.

With nothing further, the meeting was adjourned at 9:55 A.M.

READ AND APPROVED this 13th of August, 2020.

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

Mayor

ATTEST:

Interim City Clerk

DRAFT

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 July 9, 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

Mayor Sheldon called the meeting to order at 6:00 P.M.

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

Mayor Sheldon read the Community Announcements.

The Minutes of the Regular Meeting of May 28, 2020 were presented for approval.

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

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

Mayor Sheldon asked to remove Item #15, **Beach Access Trash Program**, and add **Ordinance 1532-E** as Item 15 and **Covid-19-Discussion** as Item 16. There were no objections.

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

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

PRESENTATIONS

1 **MR. BILL HUSFELT, THE STATE OF BAY DISTRICT SCHOOLS.** Mr. Husfelt said the Mayor had asked him to update the community on the schools. He spoke of the Elevate Bay program, adding more adults into kid's lives as mentors. He said this

worthwhile project had been used at Tyndall and the Navy Base for years. He said their goal was to have one thousand mentors.

Mr. Husfelt spoke of Arnold High School, one of the leaders in academics. He said the Principal of the Beach (Hutchison) Elementary School was one of the top three principals in the State.

Councilman Jarman asked when the Charter Schools were opening and Mr. Husfelt replied August 11th, the same as the public schools. He said he believed the schools would be safe and they would deal with any safety challenges. He also added that a preliminary survey of parents wanted the schools to open August 11th. He said the DOH will require masks when riding the buses but not in school. Teachers and visitors will wear masks. Mayor Sheldon thanked Mr. Husfelt for the update.

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

The Mayor opened the floor for Public Comments section at 6:19 P.M. and there were none. He closed the Public Comments section at 6:19 P.M.

CONSENT AGENDA

1.* **RESOLUTION 20-136, CHANGE ORDER #18, FRONT BEACH ROAD CRA SEGMENT 2.** "A Resolution of the City of Panama City Beach, Florida, approving a Change Order to the City's Contract with GAC Contractors, Inc., for the construction of Front Beach Road Segment 2 in the basic amount of \$13,108.30".

2. **RESOLUTION 20-135, FIRE INSPECTION FEES AMENDMENT.** "A Resolution of the City of Panama City Beach, Florida, amending Fire Safety Inspection Fees and providing an immediately effective date."

Ms. Smith read the Consent Agenda by titles.

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

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

AMENDED REGULAR AGENDA- DISCUSSION/ACTION

ITEM 1 CITY CLERK INTERVIEWS AND APPOINTMENT. Mayor Sheldon asked if there were any comments before the applicants spoke. There were none. The Mayor asked each applicant to give a three-minute presentation, called in alphabetical order: Ms. April Beggerow, Ms. Ruth Bocchino, and Ms. Lynne Fasone.

After the presentations were concluded, the Council ranked the three candidates on the paper ballots. Ms. Smith tabulated the votes and announced the results as follows:

Ms. Ruth Bocchino-	3 1 st place and 2 2 nd place votes
Ms. Lynne Fasone-	1 1 st place, 2 2 nd place and 3 3 rd place votes
Ms. April Beggerow-	1 1 st place, 1 2 nd place, and 2 3 rd place votes

Ms. Bocchino was asked to meet with Mr. Davis and Ms. White to discuss the City Clerk contract.

Copies of the signed ballots are attached to and become an official part of these Minutes.

ITEM 2 ORDINANCE 1512, ST JOE FOUR CORNERS REZONING, 2ND READING, PUBLIC HEARING. Ms. Myers read Ordinance 1512 by title. Mayor Sheldon opened the Public Hearing at 6:30 P.M. and invited comments. There were none. He closed the Public Hearing at 6:30 P.M. Mr. Leonard said the Master Plan had been recommended for approval by the Planning Board on July 8th.

Councilman Casto made the motion to approve Ordinance 1512. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 3 EMERGENCY ORDINANCE 1531-E, CODE ENFORCEMENT AUTHORITY. Ms. Myers read Ordinance 1531-E by title. The Mayor opened the floor for comments.

1 Mr. Burnie Thompson. Mr. Thompson asked that everyone be treated equally by Code Enforcement.

2 Mr. Gary Beck. Mr. Beck spoke of seized property, criminal activity, and the stealing of his inventions and tools.

With no further comments, the Mayor closed the comment section.

Councilman Jarman asked why an Emergency Ordinance. Mr. O'Rourke explained that the City had a history of rip currents and even with six drownings this year, people still went into the water during double red flag conditions. He said Code Enforcement would first educate the people, getting them out of the water. He said those people jeopardized the safety of the first responders and a \$500 fine was cheap to save a life. He added that the lifeguards would focus on rescues and let Code Enforcement do the education and enforcement.

Mayor Sheldon said the Police were overtaxed and overwhelmed during double red flag conditions, and this was a great idea. He said everyone would be treated equally. Councilman Casto said this would not apply to surfers because of their surfboards.

Councilman Jarman made the motion to approve Emergency Ordinance 1531-E. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 4 ORDINANCE 1529, AMENDING BEACH BONFIRE REGULATIONS, 1ST READING. Ms. Myers read Ordinance 1529 by title. The Mayor called for comments and there were none. Mr. O'Rourke said the intent was to authorize skilled professionals to be on the beach as well as streamline the process, and not permit any other entities to have fires on the beach. He spoke of the protection for the turtles.

Councilman Chester made the motion to approve Ordinance 1529. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 5 ORDINANCE 1524, AMENDING FIREFIGHTERS PENSION BENEFITS REGARDING CANCER PRESUMPTION, 2ND READING, PUBLIC HEARING. Ms. Myers read Ordinance 1524 by title. The Mayor opened the Public Hearing at 6:45 P.M. and called for comments. There were none. He closed the Public Hearing at 6:46 P.M.

Mr. O'Rourke explained the cancer presumption legislation recently passed by the FL. Legislature. There were no questions.

Councilman McConnell made the motion to approve Ordinance 1524. Second was by Councilman Jarman and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 6 RESOLUTION 20-137, BUDGET AMENDMENT #48 FOR ACCRUED LEAVE DUE TO POLICE RETIREMENTS. Ms. Myers read Resolution 20-137 by title. The Mayor called for comments and there were none. Mr. O'Rourke explained that although funds had been reserved for this purpose, more retirements occurred than originally planned. There were no questions.

Councilman Jarman made the motion to approve Resolution 20-137. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 7* ORDINANCE 1527, ADOPTING RESIDENTIAL PARKING DECAL PROGRAM, 2ND READING, PUBLIC HEARING. Ms. Myers read Ordinance 1527 by title. The Mayor opened the Public Hearing at 6:48 P.M. and called for comments. There were none. He closed the Public Hearing at 6:48 P.M. Mr. O'Rourke explained that this would allow annual decals and easier access to the beach. Mayor Sheldon said the parking rates had always been One Dollar per hour, with a Six Dollar maximum, with no change. Councilman Casto said this would allow for 25% of the parking to be reserved for local residents.

Councilman McConnell made the motion to approve Ordinance 1527. Second was by Councilman Jarman and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 8 RESOLUTION 20-134, LSV SAFETY PLAN. Ms. Myers read Resolution 20-134 by title. The Mayor opened the floor for comments.

1 Ms. Colleen Swab. Ms. Swab said they ensured that the customers understood the rules and that she agreed with everything on the list. She said the industry was addressing the concerns. There were no further comments.

Councilman Jarman thanked the industry for working together to take action without being forced to do so. Councilman Casto said the biggest problems were people still driving on the Parkway and Middle Beach Road. Chief Whitman thanked Ms. Swab and Mr. Bush for their work in this matter. He suggested the businesses keeping the deposits for the rentals if they were on those roads. He spoke of using GPS. Mr. Bush said he had ordered ten units to see if they would work on the LSVs. Ms. Swab said last year, they used GPS on their Harleys but had concerns about the battery life with the lights and music. Mr. Bush said the ones he ordered had internal batteries and once in use, he would send reports to the other owners on their performance.

Councilman Casto thanked Mr. Bush and Ms. Swab for their hard work in this effort.

Councilman Casto made the motion to approve Resolution 20-134. Second was by Councilman Jarman and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 9 RESOLUTION 20-133, EMPLOYEE VOLUNTEER LEAVE PROGRAM. Ms. Myers read Resolution 20-133 by title. The Mayor called for comments or questions and there were none. Mr. O'Rourke said this would cover the schools as well as not-for-profits which contribute back to the community. Mayor Sheldon said this would include Elevate Bay, a need for the community.

Councilman McConnell made the motion to approve Resolution 20-133. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 10 PLAT, NORTH GLADES COMMERCIAL, PUBLIC HEARING. Mayor Sheldon opened the Public Hearing at 7:05 P.M. and asked to continue the Public Hearing for the Plat until July 23rd. There were no objections.

Councilman McConnell made the motion to continue the Public Hearing until July 23rd. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 11 APPOINTMENTS TO PARKS AND RECREATION BOARD. The Mayor called for comments from the floor and there were none.

Councilman Casto reappointed Mr. Michael Dorr.

Councilman McConnell reappointed Ms. Gayle Oberst.

Councilman McConnell made the motion to approve the slate of Parks & Recreation Board members. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 12 APPOINTMENT TO EXAMINING BOARD. Mayor Sheldon opened the floor for public comments and there were none. Mr. O'Rourke said one member, Mr. Keith Walker, would serve again on the Master HVAC seat if chosen. The remaining vacancy, a civilian and qualified elector of the City, remains open and advertisements continue.

Councilman Chester made the motion to reappoint Mr. Keith Walker to the Examining Board. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 13 DISCUSSION-WASTEWATER ODOR CONTROL BUDGETING. Mayor Sheldon opened the floor and called for comments.

1 Mr. Frank Sewell. Mr. Sewell asked when the Joan Avenue Lift Station corrections would be complete. There were no further comments.

Mr. Shortt said that would depend upon 1.6 Million Dollar funding. He said he would recommend starting the repairs now as there were funds available in reserves and could be reprogrammed for this project. He reminded that the smell would never be 100% removed. He referenced the priorities on the memo and suggested putting this project out for bid.

Councilman Jarman asked how long the project would take and Mr. Shortt estimated nine months. Mr. Shortt said the bid would be performance-based and outlined in the criteria in the specifications. Discussion ensued concerning costs and timing. Mayor Sheldon said this was something the community wanted.

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

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

ITEM 14* FRONT BEACH ROAD/SR 79 INTERSECTION DESIGN. Mayor Sheldon called for public comments and there were none.

Mr. Campbell presented a powerpoint presentation concerning roundabouts and their benefits to the community. He said the biggest issue was the drivers stopping to let cars in when they should continue around the circle. He spoke of pedestrian safety with the access points away from the circle. He said the design costs would be an additional One Hundred Fifty Thousand Dollars and ninety days, but no additional right of way would be needed. He spoke of a signal at the intersection costing Three Hundred Fifty Thousand Dollars. Total new cost would be Four Hundred Two Thousand Dollars and funds were in the current budget if approved.

Discussion ensued concerning the pedestrian overpass at Pier Park which would assist traffic movement. There was no cost estimate yet and may require additional land.

Councilman McConnell said the funds were available and improvement was needed as it was one of the access points to the City. The Mayor asked if there could be two shifts working to increase the completion date to only nine months, and Mr. Campbell said the only delay would be materials. Mr. Campbell said he would work with the design team to incentivize the construction. Mayor Sheldon said he would also like staff to look at Powell Adams and be creative as parked traffic was not an option.

Councilman McConnell made the motion to move forward with the roundabout. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 15 ORDINANCE `1532-E. Ms. Myers read Ordinance 1532-E. She said the intent was to remain in effect until August 13th. The Mayor called for comments and there were none.

Chief Whitman explained the strain on the Police department, and addressed the situation at the Shores of Panama and parking at Wal-Mart. He said the Department was acting as babysitters. He spoke of plans to spread the mass of kids out and will educate the people and property owners. Councilman McConnell spoke o concerns about pushing the problems onto the beach. Mayor Sheldon spoke in support with due diligence, and it take effect tomorrow night.

Councilman McConnell made the motion to approve Ordinance 1532-E. Second was by Councilman Jarman and the motion passed by unanimous roll call vote recorded as follows:

Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye

Councilman Jarman Aye
Mayor Sheldon Aye

ITEM 16 COVID-19. Mayor Sheldon called for comments and there were none. Mr. O'Rourke spoke of the increased cases compared to the relatively low rate in May. He said the big spike could be contributed to the bars being open and high contact. He recommended no Summer Concert Series, which would bring a savings of Twenty Thousand Dollars. He reminded that open swim and kiddie swim were still canceled. He spoke of the efforts to mitigate the spread of the virus. Mr. O'Rourke spoke of the many restaurants which were not adhering to the 50% capacity, and the plans to use Code Enforcement and Police department first to educate and after the first contact, then issue citations.

Councilman McConnell said the people needed to return to maintaining social distance and please wear the masks. He expected heavy enforcement on the businesses who did not adhere to the 50%. Councilman Jarman said it was a community effort and the businesses needed to be part of the effort. He urged the visitors to wear face coverings. Councilman Casto said it had been a tough decision to close the beach and he did not want to do so again. He said the City needed to give a strong message to wear masks, use social distancing and avoid crowds. Councilman Chester said the TDC was putting out a lot of information. He continued that wearing the face coverings was a right thing to do. He supported enforcement on the restaurants. Mayor Sheldon said he was concerned about civil unrest because of masks. He urged more education and the use of PSAs and possibly banner planes. He spoke of personal accountability.

Councilman Casto made the motion to approve the City Manager's plan. Second was by Councilman Jarman and the motion passed by unanimous roll call vote recorded as follows:

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

CITY MANAGER REPORT

Mr. O'Rourke spoke of the citizens survey needing significant participation by the community, with the initial distribution of 1700 homes, to be completed by August. He said then the survey would be opened to everyone online. He spoke of the Mid-Year Uniform Crime Report, with violent crime down 24% and property crime down 23%, significant decreases.

Mr. O'Rourke said the Strategic Plan was now in draft form and would be shared with the employee groups., and his hope for it to be adopted by Council on the August 13th meeting. He said this would give the City a clear vision and mission and the Plan would be the driver. He spoke of the three strong candidates for City Clerk and thanked Mr. Colin Baenziger for his work in that search.

CITY ATTORNEY REPORT

Ms. Myers announced that since the last meeting, the Governor had approved Nine Hundred Twenty-One Thousand Dollars in the budget for Bay Parkway funding. She said it was time for the City Manager's review, contemplated by his contract. She said it would be ready in a week or two.

COUNCIL COMMENTS

Councilman Casto encouraged the public to social distance and wear face coverings. Councilman Chester asked the community to be respectful of each other. He said the City had also assumed responsibility to cutting the grass on SR79. Councilman Jarman spoke of food trucks at Ripley's being on the next Agenda for discussion. He also urged personal responsibility. Mayor Sheldon thanked the Days Inn and By The Sea Resorts for participating in the lifeguard program. He said meetings were being held this week. The Mayor said he also wanted staff to explore expediting the CRA by doing two segments at the same time. He thanked Ms. Ward for her hard work in coordinating the trips for the City Clerk applicants. Finally, he implored the citizens to complete the Census.

With nothing further, the meeting was adjourned at 8:20 P.M.

*** ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY.**

READ AND APPROVED this 13th of August, 2020.

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

Mayor

ATTEST:

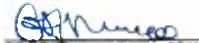
City Clerk

BALLOT FOR CITY CLERK
7/9/20

Listed alphabetically:
1 APRIL BEGGEROW
2 RUTH BOCCHINO
3 LYNNE FASONE

RANKINGS:

- 1 LYNNE FASONE
- 2 RUTH BOCCHINO
- 3 APRIL BEGGEROW


SIGNATURE 7/9/20

NOTE THIS BALLOT WILL BE A PUBLIC RECORD AND ATTACHED TO THE MINUTES.

BALLOT FOR CITY CLERK
7/9/20

Listed alphabetically:
1 APRIL BEGGEROW
2 RUTH BOCCHINO
3 LYNNE FASONE

RANKINGS:

- Ruth
- Lynne
- April


SIGNATURE 7/9/20

NOTE THIS BALLOT WILL BE A PUBLIC RECORD AND ATTACHED TO THE MINUTES.

BALLOT FOR CITY CLERK
7/9/20

Listed alphabetically:
1 APRIL BEGGEROW
2 RUTH BOCCHINO
3 LYNNE FASONE

RANKINGS:

- Ruth Bocchino
- Lynne Fasone
- April Beggerow


SIGNATURE 7/9/20

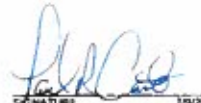
NOTE THIS BALLOT WILL BE A PUBLIC RECORD AND ATTACHED TO THE MINUTES.

BALLOT FOR CITY CLERK
7/9/20

Listed alphabetically:
1 APRIL BEGGEROW
2 RUTH BOCCHINO
3 LYNNE FASONE

RANKINGS:

- ② Ruth Bocchino
- ① Lynne Fasone
- 1 April Beggerow


SIGNATURE 7/9/20

NOTE THIS BALLOT WILL BE A PUBLIC RECORD AND ATTACHED TO THE MINUTES.

BALLOT FOR CITY CLERK
7/9/20

Listed alphabetically:
1 APRIL BEGGEROW
2 RUTH BOCCHINO
3 LYNNE FASONE

RANKINGS:

- Ruth
- April
- Lynne


SIGNATURE 7/9/20

NOTE THIS BALLOT WILL BE A PUBLIC RECORD AND ATTACHED TO THE MINUTES.

CONSENT

ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

August 13, 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

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.

2542	Parking Meters		CRA	Sell at 2020 Auction	08/13/20
2543	Parking Meters		CRA	Sell at 2020 Auction	08/13/20
2544	Parking Meters		CRA	Sell at 2020 Auction	08/13/20
979	Parking Meters		CRA	Sell at 2020 Auction	08/13/20
905	Parking Meters		CRA	Sell at 2020 Auction	08/13/20
1030	Parking Meters	17840700188	CRA	Sell at 2020 Auction	08/13/20
1029	Parking Meters	2940800131	CRA	Sell at 2020 Auction	08/13/20
1523	Radios	466 ACE 1981Z	Police	broken- destroyed	08/13/20
623	2007 Sterling Rolloff Truck	2FZHAZCV67AY63589	Utilities	Sell at 2020 Auction	08/13/20
1903	2004 Ford F-150	1FTRF12W44NC37449	Utilities	Sell at 2020 Auction	08/13/20
2467	2007 Ford F-150	1FTRF12W37NA18874	Utilities	Sell at 2020 Auction	08/13/20
562	2010 Ford-250 SB Truck	1FTBF2A67BEA66808	Utilities	Sell at 2020 Auction	08/13/20
92	2006 Ford F-150	1FTRF14W97NA18875	Utilities	Sell at 2020 Auction	08/13/20
2127	2005 Ford Truck	1FTYR14U45PA51687	Parks	Sell at 2020 Auction	08/13/20
1037	Wall Unit- Mayor's office	Old building		Destroyed	08/13/20
1038	Desk- Mayor's office	Old building		Destroyed	08/13/20
1044	Wall Unit- Council's office	Old building		Destroyed	08/13/20
1046	Desk Unit- Council's office	Old building		Destroyed	08/13/20
994	2017 Ford Explorer	1FM5K8AR5HGD93410	Police	Totaled in accident 3/16/20	08/13/20
1000	2017 Related Emergency Eqpt		Police	Totaled in accident 3/16/20	08/13/20
2574	2019 Ford Explorer	1FM5K8AR4KGA30068	Police	Totaled in accident 12/9/19	08/13/20
2575	2019 Related Emergency Eqpt		Police	Totaled in accident 12/9/19	08/13/20
2468	Bleachers		Parks	No longer at Aquatic Center	08/13/20
2469	Bleachers		Parks	No longer at Aquatic Center	08/13/20
2483	Pool Deck Stor-A-Way		Parks	No longer at Aquatic Center	08/13/20
500	Shade Structure		Parks	No longer at Aquatic Center	08/13/20

COUNCIL APPROVED CONTRACT WITH FL AUCTION NETWORK LLC FOR ONLINE AUCTIONS, RESOLUTION 20-144, 8/13/20

Revised 8-13-20

CONSENT

ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

POLICE DEPARTMENT / DREW WHITMAN

2. MEETING DATE:

AUGUST 13, 2020

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION 20-144 APPROVING AN AGREEMENT WITH FLORIDA AUCTION NETWORK, LLC, TO SERVE AS THE CITY'S ONLINE AUCTIONEER.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

<input type="checkbox"/>
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<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)

ON JUNE 26, THE CITY POSTED A REQUEST FOR PROPOSALS FOR ONLINE AUCTIONEER SERVICES. THE CITY RECEIVED ONLY ONE RESPONSIVE PROPOSAL. FLORIDA AUCTION NETWORK, LLC, AS THE SOLE RESPONSIVE PROPOSER, WAS SELECTED TO PERFORM THESE SERVICES.

UNDER THE AGREEMENT SUBJECT TO COUNCIL APPROVAL. THE AUCTIONEER WILL PROVIDE AN ONLINE PLATFORM FOR HOSTING, ADVERTISING, AND CONDUCTING ONLINE AUCTIONS OF SURPLUS CITY PROPERTY AS DESIGNATED BY THE CITY. IN EXCHANGE, FLORIDA AUCTION NETWORK WILL RECEIVE 5% COMMISSION OF THE PROCEEDS RECEIVED BY THE CITY. THE AGREEMENT IS FOR 2 YEARS WITH 2 OPTIONAL 2-YEAR RENEWALS.

STAFF RECOMMENDS APPROVAL.

RESOLUTION 20-144

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FLORIDA AUCTION NETWORK, LLC TO PROVIDE ONLINE AUCTIONEER SERVICES ON COMMISSION BASIS FOR A FEE OF 5% PERCENT OF THE TOTAL PROCEEDS RECEIVED.

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 Auction Network, LLC, to provide online auctioneer services to the City as more fully set forth in the Agreement attached hereto as Exhibit A on a commission basis for Five Percent (5%) of the total proceeds received, 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

**AUCTIONEER SERVICES AGREEMENT
BETWEEN CITY OF PANAMA CITY BEACH
AND FLORIDA AUCTION NETWORK, LLC**

1. **CITY AUCTIONEER:** City grants Florida Auction Network LLC (FANLLC) the exclusive right to auction his/her/its property at online auction which shall be conducted in accordance with the Scope of Services attached hereto as Exhibit A. FANLLC may divide or combine the property into one or more separate lots.
2. **TERM:** The term of this Agreement shall be for a period of two (2) years, commencing on the date of the execution of both parties to this Agreement and ending on the date two (2) years from the date of execution, unless the contract is sooner terminated. The City shall have the option to renew this Contract for up to two successive terms of two (2) years by delivering written notice of its intent to exercise this option at least thirty (30) days prior to the end of the original acceptance date.
3. **COMMISSIONS:** FANLLC will receive 5% of the hammer price for all lots sold. Hammer price shall mean the total proceeds received from the winning bid for each lot sold excluding the buyer's premium.
4. **RESERVES:** Reasonable reserves are accepted on most items. It is understood that if FANLLC sells the property below a reserve amount, the City will receive an amount equivalent to that which they are entitled to had the item sold at the reserve amount. Reserves are to be agreed upon before items are transferred to possession of FANLLC and cannot be raised after FANLLC has taken possession. Unsold items may incur a service charge. (See paragraph 13 about alerting FANLLC to retrieve unsold items and/or relisting items through another auction)
5. **ADDITIONAL CHARGES:** City will pay all packing, handling, and transportation costs to FANLLC premises, as well as restoration, repair, and cleaning costs and costs of third party services, appraisals or expert advice to properly describe property or verify authenticity. Cleaning, restoration, and appraisal costs in excess of \$30 will be approved in advance by City. All third party costs are increased 10% as a service charge for FANLLC account.
6. **INSURANCE:** City will maintain any insurance deemed necessary and holds FANLLC harmless for any damage or liability claims resulting from involvement of property at the premises/site until the City is paid by FANLLC. City will maintain insurance until City is paid by FANLLC and City is liable for any theft, damage, fire damage, natural disaster, or vandalism that may occur while on premises/site or while being handled by FANLLC.
7. **ADVERTISING, PHOTOGRAPHY, & VIDEO:** FANLLC will market as it deems necessary in accordance with Exhibit A to obtain the maximum results. FANLLC will display, video, and photograph the items, and events/transactions as it deems appropriate. FANLLC reserves the right to photograph, audio and video record any property and event/transaction and to use pictures and recordings in any and all advertisements, information packets, legal proceedings, or for any legal use.
8. **PAYMENTS:** FANLLC will provide (by mail or in person) sales proceeds to the City, less all commissions and costs, within 30 days after the auction close, together with a full accounting thereof.
9. **CLAIMS BY BUYERS:** If, within 30 days from the auction close, the buyer of any property demonstrates to FANLLC's satisfaction that the property purchased is not authentic or is materially different from its catalogue description or other FANLLC representations, FANLLC may, in its sole discretion, delay payment to the City (if not yet paid under Paragraph Number 7), rescind the sale, and refund the full purchase price to the buyer. If the City is paid under Paragraph Number 7, City will remit to FANLLC the proceeds previously received for the rescinded sale.
10. **RESERVED BIDS & WITHDRAWAL:** City appoints the Auctioneer and/or FANLLC and its representatives to bid on the City's behalf up to the amount of the reserve at the express direction of the City. City agrees that it will not bid on items under this agreement. Any items the City does bid on will be treated as a purchase and charged the full buyer's premium and commission. City agrees not to withdraw any property subject to this agreement unless

agreed to by FANLLC, and the payment of all charges, costs, and the commission (both buyer's premium and City's fees) due as if the item had been sold.

11. **WARRANTIES & INDEMNIFICATION BY CITY:** (a) City represents and warrants that it has the legal right to auction the property for sale; that there is not, nor will there be, any claim, lien or encumbrance against the property for any reason.
12. **NONPAYMENT BY PURCHASER:** FANLLC is not obligated to legally enforce payment by any buyer of the property. If FANLLC is not paid by the purchaser within 15 days of sale, FANLLC may, in its sole discretion, cancel the sale and resell the property. In the event that FANLLC resells the property under this agreement, FANLLC shall only be entitled to a commission on the proceeds actually paid.
13. **NO GUARANTEE:** FANLLC does not guarantee the selling price of property. All estimates of selling value are opinion only and shall not be construed as any promise of selling price. FANLLC is not liable for errors or omissions in catalogues or other descriptive material.
14. **UNSOLD PROPERTY:** (a) Property not sold shall be reclaimed by the City no more than 20 days after the last day of the sale period or auction upon written notice to the City by FANLLC. (b) Upon receipt of written notice of unsold property, the City is responsible for contacting FANLLC to indicate when unsold consigned items are to be retrieved from the premises, or if the unsold consigned item(s) are to be relisted in a second auction, it is incumbent upon the City to alert FANLLC to that decision before 20 days elapse after an auction or consignment period ends. All items not relisted in a future auction or a new consignment agreement is not completed are given a 20 day grace period for the City to retrieve from the premises, as per point (a) above. Property remaining after the 20 days will be subject to storage charges of \$10 per day, per lot. All charges must be paid before the property is released. **ANY ITEMS LEFT OVER 30 DAYS WILL BE CONSIDERED ABANDONED AND BECOME PROPERTY OF FANLLC. FANLLC MAY DISPOSE OF THE ITEMS AT ITS DISCRETION.**
15. **MISCELLANEOUS:** This agreement is binding upon the City's heirs, beneficiaries, executors, et. al.; is assignable only with FANLLC's consent; may be modified only in writing signed by FANLLC and the City; and shall be governed by the laws of the state of Florida.
16. **CONTRACT TERM:** **The contract will continue in force until notice to cancel is given by either party or 365 days has passed. A new Consignment Agreement is required each 365 days.**
17. **ITEM REMOVAL:** It is understood by the parties that in the event any consigned item is removed by the City, FANLLC will receive their due commission as if the item had sold. The value will be determined by the reserve, or where there is no reserve, the appraised value by a mutually agreed to appraiser.
18. **CITY RESPONSIBILITIES:** City is responsible to furnish FANLLC with a complete descriptive list of the property to be sold; including but not limited to brand name, model number, manufacturers serial number, size, shape, color, condition. (see Paragraph Number 18 for information related to titled items) City will deliver all listed property to the premises/site in the cleanest, most functional condition practical and free of any excess liquids or contaminants before being transported to FANLLC premises/site. Any misrepresentation by the City as to the description or condition will allow FANLLC to make a downward adjustment on the selling price at FANLLC's sole discretion or refuse to sell the property and collect the payment of all charges, costs, and the commission (both buyer's premium and City's fees) due as if the item had been sold.
19. **STORAGE:** As an additional service to the City, FANLLC offers short-term storage of items that are involved in the surplus/disposal process. FANLLC provides a licensed, bonded, and insured premises at 3847 E. Business Hwy 98, Panama City, FL 32401. This premises is fenced and covered by 24-hour surveillance. Items may be stored for up to 90 days prior to auction without charge.
20. **TITLED:** Titled items require a separate Used Vehicle Consignment Agreement form for each vehicle consigned by an individual or business, Power of Attorney HSMV 82995, and title delivered to FANLLC prior to FANLLC taking possession of titled item. Automobile Dealers are required to re-assign title to FANLLC for a vehicle to be

sold or auctioned and complete a FANLLC Vehicle Information Data Form. Titles and lien releases must accompany vehicle upon pick up or delivery to FANLLC possession.

21. **TERMINATION:** Either party may terminate this Agreement with or without cause provided, however, that the terminating party has given the other party thirty (30) days written notice of termination.

22. **PUBLIC RECORDS:** 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 FANLLC is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, FANLLC 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 FANLLC 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'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.**

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**THE CITY OF PANAMA CITY BEACH,
FLORIDA,**
a municipal corporation

By: _____
Tony O'Rourke, City Manager

ATTEST:

Jo Smith, Interim City Clerk

FLORIDA AUCTION NETWORK, LLC

By: _____
Jonathon Sewell, Manager

WITNESS
PRINT NAME: _____

WITNESS
PRINT NAME: _____

EXHIBIT A SCOPE OF SERVICES

Scope of Work: The City requests competitive bids for the following services:

1. Auctioneer shall provide a hosted website (the "Auctioneer's site") to organize, advertise, post, host, and service the sale by auction of surplus or unclaimed City property as determined by the City.
2. The Auctioneer's site shall be developed and maintained by the successful proposer to accommodate all necessary aspects of auction advertising acceptable to the City, including posting pictures or property for sale and advertising of sale results. The Auctioneer's site must be well-organized, user-friendly, easy to navigate and compatible with mobile and desktop browsers. The Auctioneer's site shall be structured so that bidders can bid automatically.
3. Advertisement of the auction shall be conducted not less than one (1) nor more than two (2) weeks prior to the auction and should accommodate all necessary aspects of auction advertising acceptable to the City, including advertisement of the sale results. Advertisement of the auction shall include advertisement in the newspaper having general circulation in Bay County. In addition, the successful proposer shall provide a marketing plan to assist in promoting the sale of eligible properties and disseminate due diligence information online to potential bidders in support of the sale of eligible properties.
4. The Auctioneer shall implement the City's directed parameters for auction advertising, including minimum price, reserve price, settlement terms and time frames. The online auction and Auctioneer's site must structure the online auction process to include a pre-qualification process for potential bidders and bidder instructions. Advertisement of the auction should be conducted so as to inform potential buyers of relevant bidder instructions. Bidder's instructions shall be posted online and set forth the following information:
 - a. All sales as "where is, as is, and final."
 - b. The minimum bid amount.
 - c. Auction start date and time.
 - d. Auction end date and time.
 - e. The City's right to reject bids for any reason whatsoever.
 - f. The City's right to withdraw property for auction for any reason whatsoever.
5. The Auctioneer shall notify registered users of the Auctioneer's site upon the occurrence of the following events: 1) auction advertising information posted online; 2) auction commencement; 3) bid receipt; and 4) bidder has been outbid. The Auctioneer will notify the successful bidder, at the direction of the City, immediately after the auction.

6. The Auctioneer must structure the auction to allow bidders to tender payment within forty-eight (48) hours of notification of a successful bid. The means of payment will be established by the City and may include check, e-check, credit card, debit card, wire transfer, and any other means designated by the City. The proposal must identify payment capabilities in the proposal.
7. The Auctioneer shall collect, process, and account for payments from successful bidders, including sales tax when appropriate and seller's premium, and shall transmit the funds, along with a full report, electronic or hard copy, to the City within seven (7) days after the close of the auction.
8. Auctioneer shall ensure that all auctions conducted and all services provided shall comply with Chapter 468, Florida Statutes.

CONSENT

ITEM #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

August 13, 2020

3. REQUESTED MOTION/ACTION:

Staff recommends City Council authorize the City to contract with Rotolo Consultants, Inc in the amount of \$99,610.66 for Lawn Mowing and Landscape Maintenance for City Parks.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No

N/A

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

On July 27, 2020 bids were accepted for the City Parks Lawn Mowing and Landscape Maintenance Services.

We received (3) three bids. The lowest responsive bid was from Rotolo Consultants, Inc. in the amount of \$99,610.66.

This contract is for the Lawn Mowing and Landscape Maintenance Services for the following facilities: Popeye Park, Lullwater Park, Maggi Still Park, Scott Field Park, Aaron Bessant Park, Panama City Beach Library and Lyndell Conference Center. These services include once per week lawn mowing and landscape maintenance to each of these facilities.

This service will begin October 1, 2020 and has been budgeted in the 2020-2021 Budget.

Staff is recommending approval.

City Manager, Finance Director and City Attorney approve to enter into a contract for services with Rotolo Consultants, Inc. in the amount of \$99,610.66 for Lawn Mowing and Landscape Maintenance for City Parks.

**CITY OF PANAMA CITY BEACH
BID TABULATION**

Bidder	Address	Information	Price
SSG Recreation	8000 S. Orange Ave. Suite 203 Orlando, FL 32809		\$850,920.00
Rotolo Consultants, Inc.	104 Estes Place Suite B Panama City beach, FL 32413		\$99,610.66
Grass Cutters Lawn & Landscape	7520 Nautical Court Panama City, FL 32409		\$143,310.00

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: July 30, 2020.

City Parks Lawn Mowing and Landscape Maintenance

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the services required.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, to furnish all labor, materials, and supplies, to maintain the areas within the **City Parks Lawn Mowing and Landscape Maintenance** bid specifications in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed. Payment for services will be monthly.

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

SUMMARY OF MATERIAL TO ACCOMPANY THIS BID FORM:

- Note:
1. Pricing Form (Exhibit C)
 2. Written employee report of how your company will keep up with the weekly maintenance required (Exhibit D)
 3. Complete, Executed Agreement (Exhibit E)

Price for mowing for 7 locations per month	\$ <u>1,612.45</u>
Price for landscaping for 7 locations per month	\$ <u>2,615.59</u>
Price for labor monthly	\$ <u>4,072.85</u>
Lump Sum (12 mo.) price for the Lawn Mowing & Landscape Maintenance:	\$ <u>99,610.66</u>

Name of COMPANY: Rotolo Consultants, Inc.

ADDRESS: 104 Estes Place - Suite B CITY: Panama City Beach STATE: FL ZIP: 32413

EMAIL ADDRESS: kmrotolo@rotoloconsultants.com PHONE: 985-643-2427

References: Please list 3 businesses that your company has provided similar services for:

Name	Location	Address or Email	Phone Number
<u>City of Panama City Beach</u>	<u>PCB, FL</u>	<u>17007 Panama City Beach Pkwy.</u>	<u>850-233-5100</u>
<u>Bay County Parks & Rec.</u>	<u>Panama City, FL</u>	<u>840 West 11th Street</u>	<u>850-784-6149</u>
<u>Pier Park - Simon & CDD</u>	<u>PCB, FL</u>	<u>600 Pier Park Drive, Suite 125</u>	<u>850-236-9962</u>

SIGNATURE – (Confirming all information above is correct) 

Print Name: Keith Rotolo and Title President

RESOLUTION 20-145

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ROTOLO CONSULTANTS, INC. FOR THE CITY PARKS LAWN MOWING AND LANDSCAPE MAINTENANCE IN THE AMOUNT OF \$99,610.66.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Rotolo Consultants, Inc., for City Parks Lawn Mowing and Landscape Maintenance, in the amount of Ninety-Nine Thousand, Six Hundred Ten Dollars and Sixty-Six Cents (\$99,610.66), 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

EXHIBIT E
CITY PARKS
LAWN MOWING AND LANDSCAPE MAINTENANCE
PROJECT NO. _____

I. SECTION 00050
II. AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__ by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Rotolo Consultants, Inc., doing business as a corporation (an individual), or (a partnership), or (a corporation), having a business address of 38001 Brownsvillage Rd., Slidell, LA 70460 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the Lawn Mowing and Landscape Maintenance bid, in accordance with the Drawings and Specifications prepared by The City of Panama City Beach Parks and Recreation Department.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR shall be deemed servants, employees, or agents of OWNER. No sub-contracting shall be permitted.
2. The CONTRACTOR will commence the Work required by Contract per the Bid Documents.

Dates are as follows:

The 'WORK' is to begin October 1, 2020.

The 'WORK' is to end September 30, 2021.

This contract may be terminated by the City of Panama City Beach at any time with a

thirty (30) day notice.

3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 99,610.66, included within the Bid Proposal Form and Bid Pricing Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
4. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
6. This Agreement shall be governed by the laws of the State of Florida.
7. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

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

If to Contractor:

Rotolo Consultants, Inc.
38001 Brownsvillage Rd.
Slidell, LA 70460
ATTENTION: Keith Rotolo, President
Fax No.: 985-643-2691

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

8. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
9. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
10. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
11. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
12. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of

who is responsible for its preparation.

13. For this Agreement, OWNER has designated an Agreement Representative to assist OWNER with respect to the administration of this Agreement. The Agreement Representative to be utilized by OWNER for this Agreement, shall be Jim Ponek, Director of Parks and Recreation.

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

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

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

The CONTRACTOR shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible.

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

agreed to, in writing, by OWNER.

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

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

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

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

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

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

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

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

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

(SEAL)

ATTEST:

City Clerk

City Attorney (as to form only)

ATTEST:

Amanda Garcia

NAME Amanda Garcia
(Please Type)

OWNER:

CITY OF PANAMA CITY BEACH, FLORIDA

BY: _____

NAME: _____

(City Manager)

TITLE: _____

CONTRACTOR:

BY: K12

NAME: Keith Rotolo, President
(Please Type)

ADDRESS: 38001 Brownsvillage Rd.,
Slidell, LA 70460

[END OF SECTION 00050]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 4041 Essen Lane, Suite 400 Baton Rouge LA 70809		CONTACT NAME: Cheryl Ann Boudreaux	
		PHONE (A/C No, Ext): 225-336-3200	FAX (A/C No): 225-336-4536
		E-MAIL ADDRESS: cheryl.boudreaux@bxsi.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Gray Insurance Company	36307
INSURED Rotolo Consultants, Inc. 38001 Brownsville Road Slidell LA 70460		INSURER B : Hallmark Specialty Insurance Company	26808
		INSURER C : Starr Indemnity & Liability Company	38318
		INSURER D : Great American Insurance Co.	16691
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1852113262 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		XSGL074422	6/30/2019	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 SIR \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		XSAL075423	6/30/2019	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 100,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		GXS043597	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		XSWC071151	6/30/2019	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER LOUISIANA E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C D	EXCESS \$1 X \$4ML Leased/Rented Equipment Cont&Site Pollution/Professional		77HX2095BB ITH100065017520 PCME56604800	7/1/2020 7/1/2020 7/1/2020	7/1/2021 7/1/2021 7/1/2021	1,000,000 Per Occ 500,000 Per Item 2,000,000 Per Occ 1,000,000 Agg 500,000 Maximum 2,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Additional Remarks Schedule, may be attached if more space is required]

Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability and Excess policies when required by written contract or agreement with a Waiver of Subrogation granted in their favor in respects to General Liability, Automobile Liability, Worker's Compensation, and Excess policies when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder when required by written contract.

Auto Physical Damage is included on the auto policy referenced above with a \$5,000 physical damage deductible.
See Attached...

CERTIFICATE HOLDER MASTER CERTIFICATE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY BXS Insurance		NAMED INSURED Rotolo Consultants, Inc. 38001 Brownsvillage Road Slidell LA 70460	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SEE EXTRA PAGE FOR THE GRAY INSURANCE PROGRAM ENDORSEMENTS

Subject to policy terms, conditions and exclusions; 30 Day Notice of Cancellation shall be given in respects to General Liability, Auto Liability and Workers Compensation and Excess policies referenced above.

Blanket Alternate Employer is included on the Worker's Compensation policy when required by written contract or agreement.

LEASED/RENTED EQUIPMENT COVERAGE:
Limit: \$500,000 per item/\$500,000 per occurrence - \$2,500 Deductible

Certificate Holder shown as additional insured and loss payee with respect to leased/rented/borrowed equipment when required by written contract. Subject to policy terms and conditions, loss payee shall receive the amount the insured is obligated to pay for direct physical loss or damage to contractor's equipment by reason of their assumption of liability in a written contract or written agreement executed prior to the loss or damage for contractor's equipment that you lease or rent up to the maximum per item.

Other Workers Compensation Policies:
GWC-071151 NON-LA and NON FL WORK COMP - Includes Waiver of Subrogation and 30 day Notice of Cancellation when required by written contract
Carrier: The Gray Insurance Company
Policy Dates: 7/1/2020-7/1/2021
E.L. EACH ACCIDENT - \$1,000,000
E.L. DISEASE - EA EMPLOYEE - \$1,000,000
E.L. DISEASE - POLICY LIMIT - \$1,000,000

GWC-071151-FL-2 - FL WORK COMP - Includes Waiver of Subrogation and 30 day Notice of Cancellation when required by written contract
Carrier: The Gray Insurance Company
Policy Dates: 7/1/2020-7/1/2021
E.L. EACH ACCIDENT - \$1,000,000
E.L. DISEASE - EA EMPLOYEE - \$1,000,000
E.L. DISEASE - POLICY LIMIT - \$1,000,000

Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Policy Number: XSGL-074422

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED— OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

When required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number: XSGL-074422

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

If required by written contract, any person, firm or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

Policy Number: XSAL-075423

BUSINESS AUTOMOBILE COVERAGE

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".

Contains Material.
Copyright, Insurance Services Office, Inc., 1984

GIC 00 29 04/98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY- OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance-Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
When required by written contract, any person, firm or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number: XSWC-071151-LA WORK COMP, GWC-071151-NON LA/NON FL WORK COMP;

GWC-071151-FL1-FL WORK COMP

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

When required by written contract, any person, firm or organization.

**Policy Number: XSGE-074422, XSAL-075423, XSWC-071151 LA WORK COMP,
GWC-071151 NON-LA/NON FL WORK COMP, GWC-071151-FL-1 WORK COMP**

ENDORSEMENT

In the event of cancellation by the Company THIRTY (30) days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law:

Schedule

Any person, organization or company as required by written contract.

State of Florida

Department of State

I certify from the records of this office that ROTOLO CONSULTANTS, INC. is a Louisiana corporation authorized to transact business in the State of Florida, qualified on August 12, 2015.

The document number of this corporation is F15000003548.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 3, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of May, 2019*



Randy R. ...
Secretary of State

Tracking Number: 3298105026CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROTOLO, MICHAEL JOSEPH

ROTOLO CONSULTANTS, INC.
38001 BROWNSVILLE RD
SLIDELL LA 70460

LICENSE NUMBER: CBC1262789

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FRAZIER, MICHAEL LESLIE JR

ROTOLO CONSULTANTS, INC.
38001 BROWNSVILLE RD
SLIDELL LA 70460

LICENSE NUMBER: SCC131152320

EXPIRATION DATE: AUGUST 31, 2020

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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**


CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

SCC131152320 ISSUED: 02/27/2020

CERTIFIED SPECIALTY CONTRACTOR
FRAZIER, MICHAEL LESLIE JR
ROTOLO CONSULTANTS, INC.
IRRIGATION SPECIALTY CONTRACTOR

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Ron DeSantis, Governor

Halsey Beshears, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: SCC131152320

EXPIRATION DATE: AUGUST 31, 2020

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FRAZIER, MICHAEL LESLIE JR
ROTOLO CONSULTANTS, INC.
38001 BROWNSVILLAGE RD
SLIDELL LA 70460



ISSUED: 02/27/2020

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CONSENT

ITEM #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

2. MEETING DATE:

3. REQUESTED MOTION/ACTION:

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)

RESOLUTION 20-151

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CHANDLER AND ASSOCIATES OF PANAMA CITY, INC. FOR THE PROFESSIONAL APPRAISAL SERVICES IN THE AMOUNT OF \$36,735.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Master Services Agreement between the City and Chandler and Associates of Panama City, Inc., relating to Appraisal and Land Planning Services, together with Task Order 1 in the amount of Thirty Six Thousand, Seven Hundred Thirty Five Dollars (\$36,735) related to appraisal of property for the Front Beach Road Segment 3 project, 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

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND
CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.
RELATING TO
PROFESSIONAL APPRAISAL SERVICES**

THIS AGREEMENT is made and entered into this ____ day of August, 2020, by and between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (“City”) and **CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.** (“Appraiser”).

PREMISES

WHEREAS, City desires to have Appraiser assist City with professional Appraisal services, including right of way planning consultation, the preparation of appraisal reports for negotiations, preparation of appraisal testimony for Order of Taking hearing(s); presentation of testimony at trial; update of appraisals for trial; appraisal consultation during litigation; pre-trial/pre-hearing consultation and any post-trial hearings and other related services with respect to City’s acquisition of land to effect public improvements which will support and enhance various capital improvement projects; and

WHEREAS, City desires to employ Appraiser for those purposes upon the terms and conditions in this Agreement, and Appraiser is desirous of obtaining such employment and has represented that it has extensive experience in and is qualified and competent to perform such services upon said terms and conditions;

NOW, THEREFORE, in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

- A. City retains Appraiser to diligently, competently and timely perform such professional Appraisal and related services as City may require, as said services may be authorized by City in individual tasks requested from time to time by City. Upon any such request from City, Appraiser will provide in writing a proposed fee. The proposed fee may be a: (i) stipulated sum; (ii) stipulated sum plus one or more specified allowances which may be authorized by City Manager or his designee; (iii) fee based on actual time expended; or (iv) any other compensation format that may be authorized by City. The proposed fee shall be based upon the hourly rates and unit parcel costs specified in the attached Exhibit A. Unless otherwise expressly set forth separately in the applicable fee proposal, the proposed fee shall be

assumed to include all compensation which City will owe Appraiser for the subject services, including all reimbursable expenses.

B. If accepted by City, the Appraiser's proposal, as that proposal may have been modified by the parties, shall be incorporated into a task order, substantially in the form set forth as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and upon its execution by both City and Appraiser, shall be deemed to be incorporated into this Agreement. If a term in this Agreement conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict, but only for that Task Order.

C. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Appraiser to perform any services and nothing herein shall be construed as entitling Appraiser to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.

D. Appraiser represents to City that it has expertise in the type of professional services that will be required and all appraisals will conform to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. City's consent or approval of any services provided by Appraiser in no manner or way will relieve Appraiser of its obligations and duties hereunder. Additionally, City's consent or approval of any services of Appraiser shall not constitute a waiver of any rights City may have pursuant to this Agreement or by law. Notwithstanding any consents or approvals by City, Appraiser remains responsible for all defects, errors, omissions or inconsistencies in its services performed pursuant to this Agreement.

2. COMPENSATION AND PAYMENT:

A. The hourly rates and other factual unit costs to be used for determining compensation are set forth in Exhibit A, which is attached hereto and incorporated herein, and are to remain fixed, subject to adjustment only by the express prior written approval of City. Appraiser's total compensation for the services authorized by any particular Task Order shall be set forth exclusively in that Task Order.

B. In addition to its fee, if expressly authorized in the applicable Task Order, Appraiser shall be reimbursed for its reasonable out-of-pocket expenses upon its submission of appropriate supporting and backup documentation reasonably acceptable to City. Appraiser shall invoice City at actual costs for such authorized out-of-pocket costs including any subconsultant's compensation. Records of costs incurred under the terms of this Agreement, as well as all of Appraiser's other project related documents and records, shall be maintained by Appraiser and made available to City during the period of this Agreement, and for three (3) years after the final payment is made or such longer period of time as may be required by law. Copies of these documents and records shall be furnished to City without cost, and City or its agents shall be entitled to review, copy and audit all

such documents and records during normal business hours. Appraiser shall include a corresponding right of access, review, copying and audit by City to all project documents and records in all of Appraiser's subconsultant agreements.

C. City reserves the right to direct changes to the services required of Appraiser under this Agreement or any particular Task Order. Appraiser will be compensated for any such changes directed or authorized by City as set forth in Section 6.

D. At the end of each month during which a Task Order shall be outstanding, Appraiser shall submit a separate invoice for services rendered during that month with respect to that Task Order as follows:

- 1) Where a stipulated sum is specified, City shall pay Appraiser in monthly installments based upon the percentage of satisfactory completion. In support of payment, Appraiser shall submit monthly a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- 2) Where fees are computed on a time-incurred basis, the City shall pay Appraiser monthly in arrears upon receipt of an itemized statement certified by Appraiser in form and detail reasonably acceptable to City.
- 3) If authorized under the applicable Task Order, reimbursable expenses reasonably incurred shall be included in the Appraiser's monthly statement of services with such supporting documentation as may be reasonably required by Owner to substantiate the reimbursable expenses.
- 4) Notwithstanding anything in the Agreement or any Task Order to the contrary, City reserves the right to withhold payment to Appraiser in part or in full to the extent reasonably necessary to protect City's interests.
- 5) Appraiser shall be required to provide such supporting documentation for its invoice as may be required by City.

3. SCHEDULE: The time schedule for Appraiser's performance of the required services under any particular Task Order, shall be set forth in that Task Order.

4. CITY'S RESPONSIBILITY: As reasonably requested by Appraiser, City shall furnish Appraiser with such existing data, surveys, legal descriptions, plans, profiles, and other information available and useful in connection with the subject Task Order that is within City's possession and can be located, which shall be returned to City upon the completion of the services to be performed by Appraiser, unless such data, surveys, legal

descriptions, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by Appraiser and the originals returned to City. Unless otherwise noted, the Appraiser shall be entitled to rely upon the accuracy and completeness of any information supplied by the City.

5. CITY'S DESIGNATED REPRESENTATIVE: It is understood and agreed that City designates the Program Manager or his designated representative or its legal counsel to represent City in all technical matters pertaining to and arising from the work and performance of this Agreement. Provided however, neither the Program Manager nor his designated representative shall have the authority to authorize any verbal or written orders or instructions that would have the effect, or be interpreted to have the effect, of adjusting, modifying or changing in any way whatsoever 1) the time to complete any of Appraiser's required services, 2) the amount of compensation City is obligated or committed to pay Appraiser, or 3) the scope or quality of services to be provided and performed by Appraiser. The Program Manager and/or his designated representative and/or legal counsel shall have, but not be limited to, the following responsibilities:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by Appraiser, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of Appraiser.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to Appraiser whenever the Program Manager or his designated representative or legal counsel observes or otherwise becomes aware of any defects or changes necessary in the project.

6. ADDITIONAL SERVICES/CHANGES IN SCOPE:

A. As referenced in Section 2.C of this Agreement, City has retained the right to make changes to the scope of work authorized by any Task Order. Accordingly, from time to time, at City's option and in City's sole discretion, Appraiser may be directed or authorized to perform additional services ("Additional Services") City deems necessary or convenient with respect to any particular Task Order that has been issued. Provided however, City will not be responsible for the costs of any Additional Services commenced by Appraiser without City's express prior written approval or direction. If Appraiser reasonably believes that any services required by City (including any changes directed by City) constitutes Additional Services, then Appraiser shall provide prompt written notice to City of any such circumstance before commencing such services. In the event City disagrees with Appraiser's notice of Additional Services and City directs Appraiser to proceed with such services, Appraiser must submit a written claim to City within seven (7)

calendar days of City's directive to proceed. Failure to obtain either City's prior written approval for Additional Services or failure to submit a written claim within said seven (7) day period after being directed by City to proceed with services that Appraiser believes constitutes Additional Services, waives Appraiser's claim that it performed Additional Services and instead such services will be deemed to be part of the original services otherwise required of Appraiser under the applicable Task Order. The compensation for Additional Services will be an amount mutually agreed upon or if the parties fail to reach agreement on the compensation then Appraiser's compensation will be based upon the rates established in the attached Exhibit A and the actual time and out-of-pocket costs incurred by Appraiser to provide such Additional Services as reasonably determined by City.

B. Appraiser hereby waives all claims for consequential and indirect damages against City arising out of or relating to this Agreement.

7. TERMINATION:

A. Either party hereto shall have the right and option to terminate this Agreement as set forth in this section. City shall have the right to terminate this Agreement and any Task Order in effect, in whole or in part, without cause upon seven (7) calendar days written notice to Appraiser. Appraiser shall have the right to terminate this Agreement in its entirety without cause upon ninety (90) calendar days written notice to City with respect to future services and work not already authorized under any particular Task Order; provided however, any services to be performed by Appraiser under a previously issued Task Order shall proceed to completion unless otherwise expressly terminated by City. Nothing in this Section shall be construed to allow Appraiser to terminate any Task Order previously issued and in effect prior to Appraiser's notice of termination for convenience. In the event of a termination for convenience by City, Appraiser's sole and exclusive recovery against City shall be limited to that portion of Appraiser's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Appraiser that are directly attributable to the termination. In the event of such termination for convenience by Appraiser, Appraiser's sole and exclusive recovery against City shall be limited to that portion of Appraiser's compensation earned through the date of termination for work performed plus any withheld retainage. In no event shall Appraiser be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on work not performed.

B. Appraiser shall be considered in default of this Agreement and such default shall be considered cause for City to terminate this Agreement in whole or in part upon written notice to Appraiser if Appraiser fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. If City determines that Appraiser is in default, Appraiser shall have seven (7)

calendar days following receipt by Appraiser of said written notice to remedy and cure the default. If such default is not remedied or cured by Appraiser within those seven (7) calendar days, then City may terminate this Agreement in whole or in part. In the event of such termination by City, Appraiser's sole and exclusive recovery against City shall be limited to that portion of Appraiser's compensation earned through the date of termination, plus any withheld retainage; provided, however, no such amounts shall be due and payable until such time as City determines its damages as a result of such default by Appraiser. City has the right to off set all damages it suffers as a result of Appraiser default from any and all amounts it may owe Appraiser under this Agreement and any Task Order. Further, in the event such damages exceed the amount owed Appraiser, Appraiser shall pay City such excess within ten (10) days of Appraiser's receipt of written demand from City for such excess amount.

C. City shall be considered in default of this Agreement and such default shall be considered cause for Appraiser to terminate any particular Task Order upon written notice to City if City fails to perform or observe any material covenant required of it with respect to such Task Order. In no event does Appraiser have the authority to terminate any Task Order for which the subject default does not apply. If Appraiser so notifies City in writing that City is in default, City shall have thirty (30) calendar days following receipt by City of said written notice to remedy and cure the default. If such default is not remedied or cured by City within those thirty (30) calendar days, then Appraiser may terminate the subject Task Order. In the event of such termination by Appraiser, and subject to the terms of this Agreement, Appraiser shall be entitled only to the same rights and recovery provided to it as a result of a termination for convenience by City per Section 7.A above.

D. If, after notice of termination of this Agreement or any Task Order or any portion of either by City as provided for in Section 7.B above, it is determined for any reason that City wrongfully terminated this Agreement or any Task Order or any portion of either or otherwise was not entitled to terminate for cause, then the notice of termination given pursuant to Section 7.B above shall be deemed to be the notice of termination for convenience by City provided for in paragraph 7.A above and Appraiser's remedies against City shall be the same as and limited to those afforded Appraiser under Section 7.A above.

E. Upon any termination and at no additional cost to City, Appraiser shall deliver to City all papers, records, documents, drawings, calculations, models, and other materials in Appraiser's possession or under its control arising out of or relating to this Agreement as directed by City. The delivery of all such items to City being a condition precedent to any further payment obligations of City under this Agreement. Appraiser may make a copy of any or all such items for its file, at its own cost and expense.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon its

execution by the parties, and shall continue thereafter for a term of 5 years or the completion of all outstanding Task Orders, whichever is later; provided, however, the term of this Agreement shall be amendable and renewable by City, at its sole discretion, for continuation of the term related services on an as-needed basis.

9. INDEMNIFICATION:

A. To the maximum extent permitted by law, Appraiser shall defend, indemnify and hold harmless City, its officers and employees, of any and all claims, actions, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Appraiser or any person employed or utilized by Appraiser in the performance of services hereunder. The provisions of this Section 9 shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party described in this paragraph.

B. The duty to defend under this Section 9 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Appraiser, City or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Appraiser. Appraiser's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Notwithstanding the foregoing and to the extent Appraiser actually defends City and City is ultimately found responsible for such claims, City shall reimburse Appraiser its defense costs, including attorneys' and expert fees, incurred by Appraiser in providing a defense to City and its employees, but only to the extent of the City's culpability.

10. INSURANCE:

A. Appraiser shall procure and maintain during the life of this Agreement insurance of the following types:

1) Worker's Compensation: For all of its employees engaged in work on a project under this Agreement. In case any employee engaged in hazardous work on a project is not protected under the Worker's Compensation Statute, Appraiser shall provide Employer's Liability Insurance for the protection of such of its employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory
Coverage B - Employer's Liability - \$1,000,000.00

- 2) Personal Injury/Property Damage Liability:
- 3) Liability insurance including, but not limited to:
 - a) Independent Contractor's Liability;
 - b) Contractual Liability;

The minimum primary limits shall be no less than \$1,000,000/\$2,000,000 Personal Injury Liability, and no less than \$1,000,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insureds pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superceding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insureds.

4) Umbrella Liability Insurance or Excess Liability Insurance: To the extent Appraiser carries umbrella or excess liability insurance, the City shall be named additional insureds on any such policy. Coverage shall be excess of the employer's liability, commercial general liability and automobile liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit.

B. Certificates of Insurance: Prior to commencement of work on any Task Order, Appraiser shall furnish to City original, current certificates of all insurance required by this agreement, providing thirty (30) days prior 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 DELIVER THIRTY (30) DAYS PRIOR NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.** All insurance required by this agreement shall be taken out with insurers licensed to do business in Florida having an A.M. Best's rating of A-, or otherwise approved in advance in writing by City. If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with City thirty (30) days prior to the renewal date.]

11. NEGOTIATION DATA: Appraiser hereby certifies, covenants, and warrants that hourly rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

12. OWNERSHIP OF DOCUMENTS:

A. It is understood and agreed that all documents, including detailed reports, plans and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by Appraiser in connection with its services hereunder ("Project Documents") shall always be the property of City and shall be delivered to City promptly, at Appraiser's sole expense and without lien, upon City's request or termination of this Agreement by lapse of time or otherwise. Appraiser hereby assigns to City all rights, including all copyrights, to the Project Documents. Appraiser acknowledges and agrees that all Project Documents shall be deemed to be works made for hire, and all right, title, and interest in and to the Project Documents shall be vested in City, and Appraiser will take all actions necessary to secure for City all such right, title, and interest. Appraiser warrants that all materials comprising the Project Documents are original with the Project and have not been copied or derived from any other material without the express consent of the owner, proprietor, and copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Appraiser shall obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Appraiser shall assign to City any and all rights, including any copyrights, in the Project Documents that Appraiser may possess, now or in the future, and Appraiser will claim no rights adverse to City in the Project Documents. As the Project Documents are completed, Appraiser shall assign its copyright interest in such documents to City by executing and delivering to City the Assignment of Copyright, the form of which is attached as Exhibit C. Appraiser shall execute any additional documents required by City to further evidence this assignment. Appraiser, at its own expense, may retain copies of the Project Documents for its files and internal use. Appraiser shall not be liable for any use by City of the Project Documents to the extent they are modified without written approval of Appraiser.

B. City shall not use Appraiser's formal report on any other project unless City notifies Appraiser of its intended use, and obtains the Appraiser's written consent to such use.

C. Appraiser warrants to City that it has full right and authority to grant to City all rights in the Project Documents as provided for in this Section 12. Further, Appraiser hereby consents to City's use (including any use by any replacement Appraiser retained by City) of the Project Documents to complete a project following any termination of Appraiser hereunder or to perform any additions to or renovations of a Project.

D. When transferring data in electronic media format, Appraiser makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Appraiser at the beginning of the Agreement. Because the

data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The original hard copy of the documents containing the professional Appraiser's seal shall take precedence over the electronic documents.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by Appraiser as to any particular Task Order shall commence upon execution of that Task Order and Appraiser's receipt of written notice to proceed with such services from City Manager or his designee.

B. Appraiser agrees to abide by the schedule for performance of the contracted services as set forth in the applicable Task Order. City will be entitled at all times to be advised in writing at its request as to the status of the work being done by Appraiser, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Appraiser of liability for delays or other damages as provided by law.

C. Notwithstanding anything in this Agreement or any Task Order to the contrary, no interruption, interference, suspension or delay in the commencement or progress of Appraiser's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Appraiser of its duty to perform or give rise to any right to damages or additional compensation from City. Appraiser expressly acknowledges and agrees that it shall receive no damages for delay. In the event there are delays on the part of City or any applicable regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by Appraiser or any other delays not due to the fault or neglect of Appraiser, which delay the applicable schedule completion date, Appraiser's sole remedy, if any, against City shall be an equitable extension of time for such delays. Provided, however, if the delay is solely due to City's fault of neglect and the services to be provided hereunder have been delayed for a total of ninety days, Appraiser's compensation shall be adjusted only to reflect the actual incremental increase in out-of-pocket costs experienced by Appraiser, if any, as a result of such delays. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

D. Appraiser shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. Appraiser agrees that its staff, subconsultants, and subcontractors who will perform any services for the project are subject to City's reasonable approval and must be

identified in each Task Order. None of the staff, subconsultants, and subcontractors identified in a Task Order shall be removed or replaced by Appraiser without City's prior written approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to City. Appraiser is liable for all acts and omissions of its staff, subconsultants, and subcontractors.

14. STANDARDS OF CONDUCT:

A. Appraiser warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Appraiser to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Appraiser any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

B. Appraiser covenants that neither it nor any of its employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

C. Standards of Conduct-Conflict of Interest-Appraiser agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. Appraiser agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: In the performance of its services hereunder, Appraiser and all of its work product shall comply with all Federal, State, and Local laws, rules regulations and ordinances applicable to the work or payment for work thereof. Appraiser shall not discriminate on the grounds of race, color, religion, sex, or national origin in its performance of work under this Agreement.

16. ASSIGNABILITY: Appraiser shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of City.

17. INDEPENDENT CONTRACTOR: Appraiser is and shall remain an independent contractor and not an employee of City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction

and venue to interpret or resolve any dispute under this Agreement shall lie in the State Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

20. ATTORNEY'S FEES: If either party is required to institute or defend against the other party any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's and paralegals' fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Appraiser acknowledges that the City's projects are generally a multidisciplinary effort which require cooperation and collaboration with numerous consultants, engineers, construction managers, contractors, and counsel assisting and advising City, as well as coordination with utilities, other governmental agencies and all directions from City Manager and City Engineer. Accordingly, Appraiser agrees to cooperate with all such other parties to advance the best interests of City and the project.

23. MEDIATION: City and Appraiser agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated

settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Mediation is a condition precedent to filing any law suit or commencing other legal action. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This Section 23 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**CITY OF PANAMA CITY BEACH,
FLORIDA**, a municipal corporation

By: _____
Tony O'Rourke, City Manager

ATTEST:

Jo Smith, Interim City Clerk

**CHANDLER & ASSOCIATES OF PANAMA
CITY, INC.
REAL ESTATE APPRAISAL CORPORATION**

WITNESS
PRINT NAME:

By: _____
Its: _____

WITNESS
PRINT NAME:

EXHIBIT A

HOURLY RATE AND UNIT COST SCHEDULE

PRINCIPAL APPRAISER	\$ /HR
ASSOCIATE APPRAISER	\$ /HR

PARCEL APPRAISAL:

RESTRICTED USE	\$ /PARCEL
SUMMARY	\$ /PARCEL
SELF CONTAINED	\$ /PARCEL

Parcel appraisal costs will vary to be costed with specific task order.

EXHIBIT B

**COMBINED TASK ORDER AND
NOTICE TO PROCEED**

TASK ORDER NO. _____

DATE _____, 2020

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND **CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.** RELATING TO PROFESSIONAL APPRAISAL SERVICES dated _____, 2020, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

1. Pursuant to the Agreement, Appraiser agrees to perform the specific professional appraisal tasks set forth upon incorporated Attachment A, Scope of Services, to assist the City's acquisition of land to effect improvements to certain transportation corridors within the City.

2. Appraiser's compensation shall be paid in monthly installments as specified in the Agreement. Appraiser's total compensation for the services to be provided under this Task Order shall be determined as follows:

				Subtotal
Right of Way Planning and Consultation:	\$/hr	_____	x _____ hrs =	_____
Restricted Use Appraisals:				
_____	\$/parcel	_____	x _____ parcel(s) =	_____
Summary Appraisals:				
_____	\$/parcel	_____	x _____ parcel(s) =	_____
Self Contained Appraisals:				
_____	\$/parcel	_____	x _____ parcel(s) =	_____
Litigation and Expert Witness Consultation:	\$/hr	_____	x _____ hrs =	_____

Reimbursable Expenses:

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in this section. Should no reimbursable expenses be

particularly set forth in this section, the parties agree that reimbursable expenses shall not exceed \$_____.

Appraiser's total compensation, including reimbursable expenses, if any, will be established in a stipulated sum not to exceed \$_____.

3. Work shall begin on _____, 202____, and shall be substantially completed by _____, 202____. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

4. Attached hereto as Attachment B is a listing of Appraiser's staff who have been assigned to the project as well as the subconsultants and subcontractors who will be used by Appraiser on the project, if any. No changes to assigned personnel, subconsultants or subcontracts may be made by Appraiser without City's prior written consent.

Upon execution of this Task Order by both Appraiser and City, Appraiser is directed to proceed.

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

Witness:

By: _____
Its: _____
Date: _____

CITY OF PANAMA CITY BEACH, FL

By: _____
City Manager
Date: _____

ATTEST:

City Clerk

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2020-01

DATE _____, 2020

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND **CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.** RELATING TO PROFESSIONAL APPRAISAL SERVICES dated _____, 2020, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

1. Pursuant to the Agreement, Appraiser agrees to perform the specific professional appraisal tasks set forth upon incorporated Attachment A, Scope of Services, to assist the City's acquisition of land to effect improvements to certain transportation corridors within the City.

2. Appraiser's compensation shall be paid in monthly installments as specified in the Agreement. Appraiser's total compensation for the services to be provided under this Task Order shall be determined as follows:

Subtotal

Appraisals of the former Panama Pizzeria as a separate parcel: 30 hours @ \$250/hour = \$7500

Appraisals of the Express Lane/Chevron as a separate parcel: 47 hours @ \$250/hour = \$11,750

Appraisals of both parcels as a single entity: 42 hours @ \$250/hour = \$10,500

Right of Way Planning and Consultation as two parcels: \$3,265

Right of Way Planning and Consultation as one parcel: \$3,720

Appraiser's total compensation, including reimbursable expenses, if any, will be established in a stipulated sum not to exceed \$36,735.

3. Work shall begin on August 14, 2020, and shall be substantially completed by October 1, 2020. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

4. Attached hereto as Attachment B is a listing of Appraiser's staff who have been assigned to the project as well as the subconsultants and subcontractors who will be used by Appraiser on the project, if any. No changes to assigned personnel, subconsultants or subcontracts may be made by Appraiser without City's prior written consent.

Upon execution of this Task Order by both Appraiser and City, Appraiser is directed to proceed.

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

Witness:

CHANDLER AND ASSOCIATES OF
PANAMA CITY, INC.

By: _____
Its: _____
Date: _____

CITY OF PANAMA CITY BEACH, FL

By: _____
City Manager
Date: _____

ATTEST:

City Clerk

CHANDLER AND ASSOCIATES

OF PANAMA CITY, INC.

REAL ESTATE APPRAISERS

11 West 23rd Street, Building D

Panama City, Florida 32405

(850) 769-9455 office

RANDALL C. CHANDLER, MAI

PRESIDENT

July 13, 2020

Ms. Amy E. Myers
Hand Arendall Harrison Sale, Attorneys at Law
304 Magnolia Avenue
Panama City, Florida 32401

Re: Express Lane / Chevron
17138 Front Beach Road &
Former Panama Pizzeria
17140 Front Beach Road

Dear Ms. Myers:

Pursuant to your request, I am writing to submit proposals for appraisals for eminent domain proceedings on the above referenced properties. The referenced properties consist of two tax parcels (parcel numbers 32779-000-000 and 32780-000-000). The smaller of the two parcels is improved with a restaurant which was previously occupied by Panama Pizzeria. The larger of the two parcels consists of a convenience store / gas station which is occupied by a tenant under a long-term lease agreement. Both properties are owned by Tote Holdings, LLC. These two properties will involve Whole Takings for the expansion of Front Beach Road and State Road 79.

At this time, it is difficult to determine if the two properties would be more valuable appraised as a single entity or appraised separately. After consulting with Jim Spalla, I concluded that it would be best to appraise the property as both a single parcel, as well as, two separate parcels to show that I considered both possible scenarios. The proposed appraisals will be prepared in accordance with the Code of Professional Ethics and Standards of Valuation Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice.

A recent survey revealed that several of the parking spaces, which are currently being used by the tenant, are partially or wholly within the existing right-of-way. I have therefore asked Alday-Howell Engineering, Inc. to assist me in analyzing several alternatives for improving the on-site parking based on the existing transportation facility. Attached hereto, is a proposal and man hour estimate prepared by Alday-Howell Engineering, Inc. for the aforementioned services.




The following summarizes the proposed fees for both appraisal services and land planning / engineering services:

- | | |
|--|------------------------------------|
| 1. Appraisal of the former Panama Pizzeria as a separate parcel - | 30 hours @ \$250 /hour or \$7,500 |
| 2. Appraisal of the Express Lane / Chevron property as a separate parcel - | 47 hours @ \$250 /hour or \$11,750 |
| 3. Appraisal of both parcels as a single entity - | 42 hours @ \$250 /hour or \$10,500 |
| 4. Land planning / engineering services as two separate parcels - | \$3,265 |
| 5. Land planning / engineering services as one parcel - | \$3,720 |

TOTAL PROPOSED FEE: **\$36,735**

Please note that the equipment appraiser recently passed away and he is now unable to update his prior appraisal report. I have attempted to contact his former company to determine if they are available to update the prior appraisal. At this time, I have not received a response. As soon as I am able to obtain a proposal for an equipment appraisal, I will forward it to your attention.

Respectfully Submitted,
CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.



Randall C. Chandler, MAI
State-Certified General Real Estate Appraiser RZ156

CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.



**Land Planning for the SR 79 Chevron/Restaurant (in the Front Beach Road Triangle) in Panama City Beach, Bay County, Florida
Alday-Howell Engineering, Inc.
Agreement for Professional Engineering Services
7/13/2020**

Alday-Howell Engineering, Inc., hereinafter called "AHE", and Chandler and Associates, Inc., hereinafter called "client", agree as follows:

I. Project Description

The subject project/parcel is located in Panama City Beach, Bay County, Florida at the intersection of SR 79 and Front Beach Road. The property (Parcel #s 32779-000-000 & 32780-000-000)) is part of a proposed acquisition required due to the proposed improvements to the intersection. AHE will be responsible for assisting the consultant appraiser with land planning services. The services will include helping determine existing parking in the before and potential improvements to gain additional parking in the before.

II. Scope of services and estimated fees include:

- A. Conduct initial and follow up field reviews and inspections.
- B. Coordination with the consultant appraiser, City personnel, Right of Way personnel, etc.
- C. Prepare a base map with existing conditions.
- D. Prepare land planning report based on potential improvements to existing conditions for two scenarios (as one lot and as two lots).
- E. Prepare potential cure drawings to existing conditions based on the same two scenarios.
- F. Quality control and supervision.

The above referenced services for the parcel provided by AHE will be performed for a total lump sum fee of **\$6,985**. AHE will proceed with the work upon receipt of the fully executed agreement. Services not described above that are to be performed by AHE will be additional and billed at our hourly rates. AHE will not proceed with additional services without prior authorization from the client. Additional services will be based on time spent billed at the following rates:

Principal Engineer	\$190/hr
Professional Engineer	\$115/hr
Civil Engineer	\$85/hr
Engineer Technician	\$65/hr
Clerical	\$45/hr

Offices/Mailing
Addresses: 3017 Hwy. 71 North
Marianna, FL 32446
Ph. (850) 526-2040
Fax. (850) 526-4740

Post Office Box 494
Marianna, FL 32447
info@aldayhowell.com

_____ Initials

III. Items not included.

- A. Items that are not included in the proposal may include, but are not limited to the following:
1. Geotechnical, surveying, landscape architecture, architecture, biological, and archeological services except as specified above.
 2. Meetings with homeowners associations and adjacent property owners.
 3. Request for services by the client that are not specifically described in the above services.
 4. Request from governmental agencies which requires services not described in the Scope of Services.
 5. Services associated with the permitting, design, and coordination of off-site utility extensions except as specifically described in the above task.
 6. Services associated with FEMA Floodplain mapping and permitting.
 7. Services during construction.
 8. Services required due to changes in codes and regulations that occur after the date of this proposal.
 9. Service required for an off-site turn lane design and permitting that may arise as a condition of traffic approval.
 10. Services associated with retaining wall design and permitting.
 11. FDEP and/or COE dredge and fill permitting except as indicated in the Scope of Services.
 12. Sewage treatment plants and sewage pumping stations.
 13. Consumptive Use/Well permitting with NFWFMD.
 14. As-built survey.
 15. Permitting fees. **(Client will be responsible for paying all permit fees directly to the permit authority at the time of submittal.)**

~~IV. Reimbursables.~~

- ~~A. Reimbursable cost not included in the lump sum fee or hourly rate may include, but are not limited to the following out of pocket expenses which shall be charged at actual cost:~~
- ~~1. Delivery cost.~~
 - ~~2. Local travel not to exceed 42 cents per mile.~~
 - ~~3. Permit fees.~~
 - ~~4. Printing, plotting, and reproduction costs.~~
 - ~~5. Material and supplies cost unique to the project.~~

V. Terms and Conditions.

- A. Our invoice will be submitted when the City has approved the report and sends notice to invoice. The invoice should be paid promptly after payment is received from the City by client.
- B. The proposed project is contingent upon government approval. AHE cannot guarantee any approvals by the federal, state, or local agencies and is not responsible for their _____ Initials

actions or consequences that may arise as a part of the project's review by government agencies.

- C. Either party may terminate this agreement by providing seven days written notice. The client shall pay AHE for work completed up to the date of termination. If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum.
- D. ~~In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$_____, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.~~
- E. ~~The Client shall, to the fullest extent permitted by law, indemnify and hold harmless AHE, it's officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this agreement, excepting only those damages, liabilities or costs attributed to the sole negligence or willful misconduct of AHE.~~
- F. Unless otherwise stated, AHE will have access to the site for activities necessary for the performance of the services. AHE will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
- G. All opinions and conclusions of AHE, whether written or oral, and any plans, specifications or other documents and services provided by AHE are for the sole use and benefit of the client and are not to be provided to any other person or entity without the prior written consent of AHE. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either AHE or Client. All documents produced by AHE under this agreement are instruments of AHE's professional service and shall remain the property of AHE and may not be used by the Client for any other purpose without the prior written consent of AHE.
- H. AHE agrees to attempt to maintain professional liability coverage in the amount of \$1,000,000 per claim and \$1,000,000 in the annual aggregate for the period of design and construction of the Project and for a period of three years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, *reasonably available* shall mean that the Consultant can secure at least three premium quotes for comparable coverage by _____ Initials

admitted, [1] A.M. Best Co. [2] A-rated carriers. *Commercially affordable* shall mean the rate per \$1000 of fees is no more than a multiple of three times the rate being paid for comparable coverage in place when this agreement was executed.

- I. AHE represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that AHE has such coverage under public liability and property damage insurance policies which AHE deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for such policies of insurance shall be provided to client upon request in writing. Additional insurance, if requested in writing by client prior to commencement of services, will be obtained by AHE, if procurable, and charged to the client.

- J. This proposal shall be considered null and void if not signed by client and received by AHE within 30 days from the date of this letter.

We would appreciate the opportunity to provide these professional engineering services and are thankful for the opportunity to submit this proposal. Upon receiving the signed agreement, AHE will proceed with the project as proposed.

In witness whereof, this agreement is accepted on the date last written below, subject to the terms and conditions stated and the provisions set forth herein.

Client:

Consultant:

For: Chandler and Associates, Inc.

Alday-Howell Engineering, Inc.

Address: 11 W. 23rd St., Suite D

Address: Post Office Box 494

Panama City, FL 32405

Marianna, FL 32447

Signed: _____

Signed: _____

Typed Name: Randy Chandler, MAI

Typed Name: Travis Howell, PE

Title: _____

Title: Principal

Date: _____

Date: _____

_____ Initials

CONSENT

ITEM #5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

August 13, 2020

3. REQUESTED MOTION/ACTION:

Staff recommends approval of a contract with Gro Pro LLC not to exceed \$22,500.00 for Chemical Application Services at City parks.

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 July 27, 2020 Bids were accepted for the City Parks Chemical Application Services. We received one responsive bid from Gro Pro, LLC in the amount of \$45.00 per hour up to 500 hours, for a grand total not to exceed \$22,500.00.

Staff is pleased with the price of the hourly rate to assist our department in maintaining Popeye Park, Maggi Still Park, Scott Field Park, Aaron Bessant Park and Panama City Beach Library/Lyndell Conference Center. These services will assist us with chemical applications.

Gro Pro is a company we have used in the past and their service has been excellent. This service will begin October 1, 2020 and has been budgeted in the 2020-2021 Budget.

Staff is recommending approval.

City Manager, Finance Director and City Attorney approve to enter into a contract for services in the amount of \$45.00 per hour not to exceed 500 hours for a total of \$22,500.00 to Gro Pro LLC .

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: July 27, 2020.

City Parks Chemical Application

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the services required.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum price listed, to furnish all labor, to provide labor services within the City Parks Chemical Application bid specifications in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed. Payment for services will be monthly. Contractors submitting bids must have all the applicable City, County, and State Licenses.

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

SUMMARY OF MATERIAL TO ACCOMPANY THIS BID FORM:

- Note:
1. Bid Proposal Form
 2. Complete, Executed Agreement (Exhibit C)

Bid prices shall be for 500 hours of labor to provide the services called for, and no further compensation will be allowed. We are estimating 500 hours, but services needed may be less than 500 hours, therefore contractor will be paid hourly. No travel time will be paid; only time spent on the actual job working will be payable.

500 hours estimated at an hourly rate of \$ 45.00/HR OR $\$45.00 \times 500 \text{ HR} = \$22,500.00$

Note: 500 hours is an estimate. Contractor will be paid hourly for services up to 500 hours. This rate includes your own equipment, staffing, prep work, repairs, etc...

Lump Sum (12) Month Total Price for the Chemical Application: \$ 1,875.00 X 12MTH = \$22,500.00

Name of COMPANY: Gro Pro LLC

ADDRESS: 13104 Estes Place Suite B CITY: Panama City Beach STATE: FL ZIP: 32413

EMAIL ADDRESS: Jock@gropropcb.com PHONE: 850-832-4152

References: Please list 3 businesses that your company has provided similar services for:

Name	Location	Address or Email	Phone Number
<u>Green Leaf Lawn Care</u>	<u>Lake Merial HOA</u>	<u>josh@greenleafawncare.net</u>	<u>850-596-0375</u>
<u>RCI</u>	<u>Aaron Bessant Park</u>	<u>jhigdon@rotolconsultants.com</u>	<u>228-697-4024</u>
<u>PCB Parks and Rec</u>	<u>Scotts Field</u>	<u>jponek@pcggov.com</u>	<u>850-819-3035</u>

SIGNATURE – (Confirming all information above is correct) Lorie J. Angelle Jr.

Print Name: Lorie J. Angelle Jr. and Title Owner Operator

RESOLUTION 20-147

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GRO PRO, LLC FOR CHEMICAL APPLICATION IN CITY PARKS IN AN AMOUNT NOT TO EXCEED \$22,500.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Gro Pro, LLC, for Chemical Application in City Parks, in an amount not to exceed Twenty-Two Thousand, Five Hundred Dollars (\$22,500.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk

**EXHIBIT C
CITY PARKS
CHEMICAL APPLICATION**

AGREEMENT

THIS AGREEMENT is made this 28 day of July, 2020 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Gro Pro LLC, doing business as a LLC (an individual), or (a partnership), or (a corporation), having a business address of 104 Estes Place Suite B (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the Chemical Application bid, in accordance with the Drawings and Specifications prepared by The City of Panama City Beach Parks and Recreation Department.

1. OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows: The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR shall be deemed servants, employees, or agents of OWNER. No sub-contracting shall be permitted.

2. The CONTRACTOR will commence the Work required by Contract per the Bid Documents.
 - i. Dates are as follows:
 - ii. The 'WORK' is to begin October 1, 2020.
 - iii. The 'WORK' is to end September 30, 2021.
 - iv. This contract may be terminated by the City of Panama City Beach at any time with a thirty (30) day notice.

3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 22,500.00, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
4. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
6. Contractor shall comply will all applicable federal, state, municipal, and local laws, and executive order, and all applicable rules, orders, regulations, and requirements of all governmental agencies, departments, or bureaus. Nothing contained herein shall prevent Contractor from contesting with the appropriate governmental body the validity of such law, rule, order, regulation, or requirement that Contractor has not complied therewith.
7. Contractor shall comply with all laws and regulations pertaining to Chemical Treatment on easements. The Contractor shall be held liable for any damage incurred to yards, gardens, vehicles, and other privately-owned property damaged as a result of over-spray or drift. The Contractor will also be responsible for damage incurred to areas not authorized to be treated with chemical application. *Contractor is responsible for any liabilities associated with the damage of gates, fences and other properties adjacent to easements.*
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

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

(SEAL)

ATTEST:

City Clerk

City Attorney (as to form only)

ATTEST:

NAME _____
(Please Type)

OWNER:

CITY OF PANAMA CITY BEACH, FLORIDA

BY: _____

NAME: _____

(City Manager)

TITLE: _____

CONTRACTOR:

BY: Gro Pro LLC

NAME: Lorie J. Angelle Jr
(Please Type)

ADDRESS: 104 Estes Pl. Suite B

[END OF SECTION 00050]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance - Panama City 306 E 19th St Panama City FL 32405 License#: L10048D GROPROL-01	CONTACT NAME: Lisa Frederickson PHONE (A/C, No, Ext): 850-257-2984 FAX (A/C, No): 850-257-2991 E-MAIL ADDRESS: lisa.frederickson@acentria.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Southern-Owners Insurance Company</td> <td>10190</td> </tr> <tr> <td>INSURER B : Owners Insurance Company</td> <td>32700</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Southern-Owners Insurance Company	10190	INSURER B : Owners Insurance Company	32700	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED Gro Pro LLC 104 Estes Place, Suite B Panama City Beach FL 32413														

COVERAGES

CERTIFICATE NUMBER: 1536153831

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	78089898	2/28/2020	2/28/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5108989800	2/28/2020	2/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	78251540	2/28/2020	2/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Panama City Beach
 17007 Panama City Beach Parkway
 Panama City Beach FL 32413

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY of PANAMA CITY BEACH

19622



Issue Date: 03/06/2020
Expiration Date: 2/28/2021 12:00:00AM
Business Name: GRO PRO LLC
Business Address: 104 ESTES PLACE SUITE B PANAMA CITY BEACH FL 32413

Mailing Address 104 ESTES PLACE SUITE B PANAMA CITY BEACH FL 32413

Description: Contractor Specialty - Landscaping

**POST THIS REGISTRATION IN A CONSPICUOUS PLACE IN YOUR BUSINESS LOCATION.
NOT TRANSFERABLE FROM LOCATION SHOWN ABOVE.**

**Mary Jan Bossert,
City Clerk**

State of Florida

Department of State

I certify from the records of this office that GRO PRO, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 27, 2016.

The document number of this limited liability company is L16000232184.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on July 6, 2020, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of July, 2020*



Ronald R. Lee
Secretary of State

Tracking Number: 0951373235CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of



Florida

Department of Agriculture and Consumer Services

Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF217891

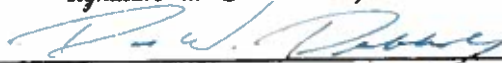
LORIE J ANGELLE JR

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on March 28, 2014



Chief Bureau of Entomology and Pest Control



Adam H. Putnam
Commissioner of Agriculture

Adam H. Putnam
Commissioner of Agriculture



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

**CERTIFICATE OF GENERAL LIABILITY INSURANCE
PERTAINING TO PEST CONTROL BUSINESS LICENSE**

Section 482.071(4), F.S. and 6E-14.142, F.A.C.
Telephone: 850-617-7997

Respond to:
Bureau of Licensing and
Enforcement
3125 Conner Blvd, Bldg 8,
Tallahassee, FL 32399-1650

Insured:
(Pest Control Business)

Gro Pro LLC

Business Name

104 Estes Place Suite B

Physical Address of Business

Panama City Beach Florida 32413

City, State, Zip Code

PRODUCER:
(Insurance Agent)

Acentria Insurance

Company Name

1007 Jenks Avenue

Street or Mailing Address

Panama City Florida 32401

City, State, Zip Code

Phone number

78089698

Policy Number

2/28/20

Policy Effective Date

2/28/21

Policy Expiration Date

Insurance Company(ies) Affording Coverage:

Company (Letter A - below)

Company (Letter B - below)

A. Chapter 482.071(4), Florida Statutes, states, in part, that each person making application for a pest control business license or renewal thereof must furnish to the department a certificate of insurance that meets the requirements for minimum financial responsibility for bodily injury and property damage consisting of:

Bodily injury: \$250, 000 each person and \$500, 000 each occurrence; and
Property damage: \$250,000 each occurrence and \$500,000 in the aggregate; or
Combined single-limit coverage: \$500,000 in the aggregate.

The insured firm's coverage meets or exceeds the minimum statutory requirements as stated in "A" above:

Kevin Heath

Authorized Insurance Representative Signature

B. Does the insured have insurance for performing wood-destroying organism inspections in the form of errors and omissions (professional liability) coverage in an amount no less than \$500,000 in the aggregate and \$250,000 per occurrence?

x

Yes No

Kevin Heath

Authorized Insurance Representative Signature

CERTIFICATE HOLDER

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650
(850) 617-7997 FAX: (850) 617-7967

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
February 19, 2020

File No.
J0226294

Expires
March 31, 2021

THE PEST CONTROL COMPANY FIRST NAMPD DE LOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 402 FOR THE
PERIOD EXPIRING, March 31, 2021

AT

104 ENTERS PLACE, SUITE B
PANAMA CITY BEACH, FL 32413

GRUPEX LLC
104 ENTERS PLACE, SUITE B
PANAMA CITY BEACH, FL 32413

Law and Administrative

Nick Fried
NICK FRIED, COMMISSIONER

STATE OF FLORIDA
 Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date: February 11, 2000 File No: LF200001 Expiration: May 7, 2003

THE LTD COMMERCIAL FERTILIZER APPLICATOR LICENSEE NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 402 FOR THE PERIOD EXPIRING May 7, 2003

LEONEL ANSELLO JR
 400 8500 S.W. 107
 PALM BEACH CITY BEACH, FL 33411

Michael
 State Registrar

State Department of
 Agriculture
 Consumer
 Services

ANGELIA R. LINDSEY
 200 AZALEA ST
 PALM BEACH CITY BEACH, FL 33411

March 11, 2000

107

STATE OF FLORIDA
 Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date: May 14, 2000 File No: LF200001 Expiration: May 7, 2003

THE LTD COMMERCIAL FERTILIZER APPLICATOR LICENSEE NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 402 FOR THE PERIOD EXPIRING May 7, 2003

CHRIS A IV
 400 8500 S.W. 107
 PALM BEACH CITY BEACH, FL 33411

Michael
 State Registrar

STATE OF FLORIDA
 Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date: June 24, 2000 File No: LF200001 Expiration: June 24, 2003

THE LTD COMMERCIAL FERTILIZER APPLICATOR LICENSEE NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 402 FOR THE PERIOD EXPIRING June 24, 2003

ROBERT DONALD THOMPSON
 1000 1000 1000
 LYNN BEACH, FL 33411

Michael
 State Registrar

STATE OF FLORIDA
 Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date: March 4, 2000 File No: LF200001 Expiration: March 4, 2003

THE LTD COMMERCIAL FERTILIZER APPLICATOR LICENSEE NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 402 FOR THE PERIOD EXPIRING March 4, 2003

SHARLETT MATH (LAWRENCE)
 1000 1000 1000
 PALM BEACH CITY BEACH, FL 33411

Michael
 State Registrar

STATE OF FLORIDA
 Department of Agriculture and Consumer Services
 BUREAU OF LICENSING AND ENFORCEMENT

Date: July 14, 2000 File No: LF200001 Expiration: July 14, 2003

THE LTD COMMERCIAL FERTILIZER APPLICATOR LICENSEE NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 402 FOR THE PERIOD EXPIRING July 14, 2003

SHARLETT MATH (LAWRENCE)
 1000 1000 1000
 PALM BEACH CITY BEACH, FL 33411

Michael
 State Registrar

Form No. 100
Date: March 10, 1950
The following information is being furnished to you for your information and for the use of your organization.
March 10, 1950

Address: 144
Palmdale City Hall, Palmdale, California

Charles J. ...
Palmdale City Hall, Palmdale, California

Charles J. ...

SEAL OF PALMDALE
Department of Registrar and County Clerk
in and of Palmdale, California

Date: March 10, 1950
To: ...
From: ...

THE SEAL OF PALMDALE IS HEREBY ...
MARCH 10, 1950

Palmdale City Hall, Palmdale, California

Charles J. ...

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in and of Palmdale, California

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To: ...
From: ...

THE SEAL OF PALMDALE IS HEREBY ...
MARCH 10, 1950

Palmdale City Hall, Palmdale, California

Charles J. ...

AQUATIC/ROADSIDE

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24473

ANGELLE JR, LORIE J
309 AZALEA ST
PANAMA CITY BEACH FL 32407

Categories
SA, 6, 3

Issued: October 11, 2016 Expires: October 31, 2020

L. J. Angel
Signature of Licensee

Adam H. Putnam
ADAM H. PUTNAM, COMMISSIONER

For additional information under the provisions of Chapter 482, F.S. to purchase and apply restricted use pesticides.

CERTIFIED OPERATOR

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
April 9, 2020	JF217891	June 1, 2021

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2021

LORIE J ANGELLE JR
309 AZALEA ST
PANAMA CITY BEACH, FL 32407

Lawn and Ornamental

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

CONSENT

ITEM #6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

August 13, 2020

3. REQUESTED MOTION/ACTION:

Approve an agreement with Raftelis to conduct a review and provide recommendations related to water/wastewater impact fee charges for the City Utility 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)

In 2017, the City Council approved a task order with Public Resource Management Group, now Raftelis, to conduct a utility system impact fee evaluation. The report was completed in May 2018 and the City adopted the new charges in September 2018. Several large growth-driven utility projects that are planned to be constructed were outside of the window of time the impact fee study was based on. Due to the rapid growth in the system service area, construction on those large projects is now expected to be necessary within the next five years. Staff requested a supplemental proposal from Raftelis to concurrently incorporate an updated impact fee review with the water/sewer rate review they have underway at this time.

A copy of the Water and Wastewater Impact Fee Update proposal from Raftelis is attached for your reference. Staff has reviewed the proposal, finds the requested fee is in line with the proposed work effort, and recommends that the City Council approve the professional services work in the amount of \$13,890. The Utility Department has budgeted funds available to complete the revenue review this fiscal year.

RESOLUTION 20-152

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. TO UNDERTAKE AN IMPACT FEE EVALUATION FOR \$13,890.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement to Provide Utility Consulting Services between the City and Raftelis Financial Consultants, Inc., regarding the performance of an impact fee evaluation in the amount of Thirteen Thousand, Eight Hundred Ninety Dollars (\$13,890.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
MARK SHELDON, Mayor

ATTEST:

JO SMITH, Interim City Clerk

July 31, 2020

Mr. Albert E. Shortt, P.E.
City Engineer/Utilities Director
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, FL 32413

Subject: Agreement to Provide Utility Consulting Services

Dear Mr. Shortt:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to provide this agreement to the City of Panama City Beach (the "City") to provide utility rate and financial consulting services on behalf of the City's Utility Department (the "Utility Department"). Based on our discussions, Raftelis will assist the City in reviewing the City's Water and Wastewater System Impact Fees. Based on our understanding of the needs of the City, we propose the following:

SCOPE OF SERVICES

The scope of services to be performed by Raftelis is the review and update of the Water and Wastewater System Impact Fees charged to new development. Recent growth within the utility service area and developments planned for the near future will necessitate the expansion of wastewater treatment facilities and the bulk water transmission and sewer collection mains in order provide service capacity required by such new development. The review and update of the Water and Wastewater System Impacts fees will help ensure that the appropriate cost of expanding the utility system capacity is recovered from new growth. The specific tasks associated with the project scope are included in Attachment A.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry Thomas will be the project manager and primary contact between the Raftelis and the City. Other analysts and administrative personnel may also be utilized during the course of the engagement as needed. Attachment B, which is made a part of this Agreement, summarizes the direct labor hourly billing rates which will be used by Raftelis to bill for the rate and financial consulting services provided to the City relative to the project.

COMPENSATION AND BILLING

Based on the scope of services to be provided to the City as set forth in Attachment A, Raftelis proposes to bill the City for services rendered on a not-to-exceed basis in the amount of \$13,890 based on the direct hourly labor billing rates as identified in Attachment B and the estimated amount of labor hours required to complete the project.. The costs incurred by Raftelis for any

indirect costs such as telephone, reproduction, printing, and travel charges, if any, will be billed to the City based on actual cost or on the standard unit cost rates as summarized on Attachment B. The project labor hours and cost estimate are included in Attachment C. The compensation under this Agreement is proposed to be billed monthly based on the actual labor hours furnished times the direct hourly billing rates plus any indirect costs incurred during the month. While the need for additional services is not anticipated for this project the amounts billed will not exceed the amount set forth above without the prior written consent of the City based on any additional services to be provided.

Upon receipt of the executed copy, Raftelis will consider this as notification to proceed and will initiate the project, which is expected to be completed on the same schedule as the City's on-going Water and Wastewater System Rate Study currently being conducted by Raftelis.

TERMS AND CONDITIONS

Standard terms and conditions, that are made part of this Agreement, are set forth in Attachment D.

We appreciate the opportunity to submit this Agreement to the City to provide utility consulting services on behalf of the City's Utility Department. We have enclosed two (2) originals of the Agreement for providing consulting services for the City's authorization. Upon execution of this Agreement, please return one (1) original to Raftelis; the other original is for the City's files. We look forward to working with the City and you in the near future.

Very truly yours,
Raftelis Financial Consultants, Inc.

ACCEPTED BY:
City of Panama City Beach, Florida

Henry L. Thomas
Vice President

Name

Title

Date

HLT/dlc
Attachments

ATTACHMENT A

CITY OF PANAMA CITY BEACH, FLORIDA

WATER AND WASTEWATER SYSTEM IMPACT FEES ANALYSIS

SCOPE OF SERVICES

The scope of services to be performed by Raftelis Financial Consultants, Inc. ("Raftelis") on behalf of the City's water and wastewater utility system (the "System") is to review and update the impact fees for the City's water and wastewater systems to ensure that such fees recover the capacity-related capital costs associated with providing utility service to new development. The following is a summary of the tasks to be performed for the project:

Task 1: Data Gathering and Review

A detailed data request will be prepared for the City to compile specific information relative to the existing and future utility fixed assets in-service, including the capacity of such assets available to serve to new development. Raftelis will prepare a written data request and will interview staff members to collect capital and planning documentation as well as other relevant information needed to perform the impact fee study. Information to be obtained will include current fixed asset data, current capital improvement plans of each utility system, inventory of existing facilities as it relates to capacity and utilization, customer level of service and statistical information, and other related information.

Task 2: Evaluation of Existing Fixed Assets

Raftelis will evaluate existing facility costs with capacity available to provide utility service to future service area growth. Raftelis will functionalize the cost of utility assets to the service categories (e.g., treatment, transmission, etc.) in order to develop the proposed capacity charges.

Task 3: Review of Capital Improvement Program

Raftelis will review the City's water, wastewater and reclaimed water capital improvement plan and capacity additions necessary to serve growth and incorporate the capital improvement plan into the fee analysis. Raftelis will work with City staff to identify capital expenditures that: i) are allocable to new development or growth within the identified capital planning horizon; ii) serve to upgrade or enhance utility plant that has remaining capacity allocable to growth; and iii) are for renewals and replacements of assets associated with serving existing customers and capacity.

Task 4: Review of Levels of Service and Capacity Analysis

Based on existing level of service ("LOS") standards and constructed plant capacity, an analysis of the City's existing and projected ERC requirements will be conducted. This analysis is necessary to evaluate the capacity utilization of the water and wastewater facilities from both an existing and prospective capital facility standpoint.

Task 5: Impact Fee Comparison

A comparison of the individual water and wastewater impact fees, in both terms of the level of the fee charged and the basis for application of the fee to new development, for neighboring utilities will be prepared. This task will be performed concurrent with the capacity charges.

Task 6: Design of Water and Wastewater Impact Fees

Based on the LOS standards and the identified capital costs associated with providing service to new development, Raftelis will develop proposed capacity charges for water and wastewater service for the City. The fees will be developed recognizing the reservation and utilization of capacity by an equivalent residential customer (e.g., single-family residential).

Task 7: Review of Impact Fee Resolution

Raftelis will provide assistance to the City staff and legal counsel in the review of the impact fee resolution. Raftelis will review the draft resolution for consistency with the study results including the proposed impact fees.

Task 8: Report Preparation and Presentation

Raftelis will prepare: i) a report documenting our assumptions, analyses, and primary data sources; and ii) a briefing document to summarize the study results. Raftelis participate two (2) meetings to review the results with City staff. The findings, conclusions and recommendations will be to the City Council. In conjunction with the Water and Wastewater Rate study currently being conducted for the City.

CITY STAFF ASSISTANCE

The following is a list of the tasks anticipated to be performed by the staff of the City to assist Raftelis in providing the services on a timely basis:

1. The gathering of specific customer, operational and facility data and information;
2. Assistance with compiling data if not in a usable format in the general records and reports of the City;
3. Assistance in the formulation of policy or strategy decisions;
4. Assistance in the public relations program and scheduling of meetings to review results; and
5. General review and comments on the results of our analyses and reports to the City.

(Remainder of page intentionally left blank)

ADDITIONAL SERVICES

Although not anticipated at this time, the City may request additional services by Raftelis. The cost of performing such additional services will be based upon the actual hours involved in providing the services and Raftelis' current schedule of direct labor rates. Examples of such additional services include, but are not limited to, the following:

1. Requests for updated analyses and/or additional capacity fee scenarios after substantial completion of the work; and
2. Requests for additional reports, correspondence or presentations and/or the attendance of additional public meetings.

(Remainder of page intentionally left blank)

ATTACHMENT B

**CITY OF PANAMA CITY BEACH, FLORIDA
WATER AND WASTEWATER SYSTEM IMPACT FEE UPDATE**

SCHEDULE OF DIRECT LABOR HOURLY RATES AND INDIRECT COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal/Vice President	\$225.00
Associate	\$200.00
Managing Consultant	\$185.00
Supervising Consultant	\$170.00
Senior Consultant	\$160.00
Rate Consultant	\$150.00
Consultant	\$140.00
Senior Rate Analyst	\$125.00
Rate Analyst	\$110.00
Analyst	\$100.00
Assistant Analyst	\$ 90.00
Administrative	\$ 80.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per Raftelis Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will be substituted for the rates shown above.

ATTACHMENT C

City of Panama City Beach, Florida
Project Cost Estimate for Water and Wastewater Utility Impact Fee Study

Line No.		Principal/ Vice President	Senior Consultant	Senior Rate Analyst	Admin.	Totals
	Project Billing Rates (\$/Hr.)	\$225.00	\$160.00	\$125.00	\$80.00	
1	Task 1 - Data Request and Review	1	4	4	2	11
2	Task 2 - Evaluation of Existing Fixed Assets	2	2	16	0	20
3	Task 3 - Review of Capital Improvements Program	2	4	8	0	14
4	Task 4 - Review of Level of Service and Capacity Analysis	4	4	0		
5	Task 5 - Impact Fee Comparison	0	0	2	0	2
6	Task 6 - Design of Water and Wastewater Impact Fees	2	4	8		
7	Task 7 - Review of Water and Wastewater Impact Fee Resolution	2	0	0	0	2
8	Task 8 - Report Preparation and Presentation	2	8	2	6	18
9	Project Management	2	0	0	2	4
10	Total Hours	<u>17</u>	<u>26</u>	<u>40</u>	<u>10</u>	<u>71</u>
11	Direct Labor Cost	<u>\$3,825</u>	<u>\$4,160</u>	<u>\$5,000</u>	<u>\$800</u>	<u>\$13,785</u>
	<u>Allowance for Indirect Costs</u>					
12	Miscellaneous (Phone\Postage\Reproduction\Other)					\$105
13	Travel Expenses (Car Rental, Gas, Tolls, etc.)					-
14	Total Allowance for Indirect Costs					<u>\$105</u>
15	Total Project Cost					<u><u>\$13,890</u></u>

I. SCOPE

Raftelis Financial Consultants, Inc. ("Raftelis") agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of Raftelis shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or, if no reference is provided, at the actual cost as incurred by Raftelis.

III. RESPONSIBILITY

Raftelis is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. Raftelis shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. Raftelis does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS

If Raftelis' performance of services hereunder requires Raftelis to rely on information provided by other parties (excepting Raftelis' subcontractors), Raftelis shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INSURANCE

Raftelis shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$500,000
Medical Expense (Any one person)	\$15,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed / Operation General Aggregate	\$2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.
3. Professional liability insurance at a limit of liability of not less than \$5,000,000 aggregate.

VI. SUBCONTRACTS

Unless specifically specified in the Agreement, Raftelis shall be entitled, to the extent determined to be appropriate by Raftelis, to subcontract any portion of the Work to be performed under this Agreement.

VII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or Raftelis without prior, written consent of the other.

VIII. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Raftelis as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

X. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. FORCE MAJEURE

Raftelis shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of Raftelis. Raftelis will take reasonable steps to mitigate the impact of any force majeure.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Raftelis hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Raftelis' performance of its services hereunder.

XIII. WORK PRODUCT

Raftelis and Client recognize that Raftelis' Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Raftelis against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

XIV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control

make normal progress of the Work impossible. Raftelis may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. Raftelis may suspend Work on the project in the event Client does not pay invoices when due. Raftelis shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XV. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by Raftelis: a) for cause, if Client breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than ninety (90) days.

In the event of termination, Raftelis shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. Raftelis shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Raftelis Project Manager and to the person signing the Agreement on behalf of the Client and shall be effective upon delivery to the address stated in the Agreement.

CUSTODIAN OF PUBLIC RECORDS AT
850.233.5100, mjbossert@pcb.gov, 110 S.
Arnold Road, Panama City Beach, FL 32413.

XVII. 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 Raftelis is acting on behalf of City as provided under Section 119.011(2), Raftelis 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, or provide the City with a copy of the requested records.
- 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 Consultant 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.

IF RAFTELIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RAFTELIS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

CONSENT

ITEM #7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration/Holly White, Finance Director

2. MEETING DATE:

8/13/2020

3. REQUESTED MOTION/ACTION:

Approve updated Financial Management Polices originally adopted by the Council in May 2020

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No

N/A

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

In May 2020, the Council adopted the Financial Management Polices as presented by STAFF. At that time, Council requested that STAFF consider adding language regarding the selection of the City's external auditor and the composition of the audit committee as dictated by Florida Statute. These items have been addressed on page 4 of the Financial Management Polices in a new paragraph which is highlighted in yellow for your review and consideration.

Additionally, Council discussed the idea of requiring a supermajority vote for future expenditures in the event that the unassigned balance in the City's General Fund was below the 25% targeted reserve amount. This matter was presented to the Financial Management Advisory Committee at its meeting held on July 20, 2020. The committee recommended by a vote of 5-0 that such a supermajority vote be required in the circumstance described previously. This provision has been added to the attached Financial Management Polices on page 6 and highlighted in yellow for your review and consideration.

STAFF RECOMMENDS that Council approve the updated Financial Management Polices which incorporate the two changes described in the paragraphs above. The document is otherwise unchanged from that which was approved in May 2020.

RESOLUTION 20-153

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING AMENDMENTS TO THE CITY'S
FINANCIAL MANAGEMENT POLICIES.**

WHEREAS, on May 14, 2020, the City adopted Financial Management Policies to memorialize its financial management practices; and

WHEREAS, on July 20, 2020, the City's Financial Advisory Committee unanimously recommended approval of two amendments to those policies.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Panama City Beach that the amended Financial Management Policies, dated August 13, 2020, attached and incorporated herein as Exhibit A to this Resolution are hereby approved.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk



Financial Management Policies

City of Panama City Beach

Policy Statement

The City of Panama City Beach is committed to the highest standards of financial management. The City Council, City Manager, and staff will work together to ensure that all financial matters of the City are addressed with care and integrity and with the best interests of the City in mind.

The City Council and staff shall comply with the guidelines set forth herein. Any recommended deviation from these policies shall be clearly identified in appropriate written documentation (e.g. staff report, resolution, or budget presentation). The City has a responsibility to its citizens to carefully account for public funds, to manage municipal finance wisely, and to provide adequate funding of services desired by the public and as required by laws, rules or regulations, including the provision and maintenance of public facilities and improvements. Sound financial policies are necessary to carry out this responsibility. These policies are intended to be applied in conjunction with requirements set forth in state law, the City Municipal Code, the City Charter, and Generally Accepted Accounting Principles (GAAP).

The rules and procedures contained in this section are designed to:

- Protect the assets of the City.
- Ensure the maintenance of open and accurate records which reflect the City's financial activities.
- Preserve the quality of life by providing and maintaining adequate financial resources and capital assets necessary to sustain the desired level of municipal services and meet both short-term and long-term needs.
- Provide a framework of operating standards and behavioral expectations regarding fiscal matters.
- Promote cooperation and coordination within the City in the delivery of services to the public.
- Respond to changes in the economy, the priorities of governmental and non-governmental organizations and other changes that may affect the City's financial condition in a timely manner.
- Ensure fiscal compliance with federal, state and local legal and reporting requirements.
- Enhance consistency in financial decisions.
- Establish parameters for administration to use in directing the day-to-day financial affairs of the City.
- Provide a means for the City Council to update and monitor these policies with the assistance and cooperation of the City Manager's office and the Finance Department.

Lines of Authority

City Council – has the authority to execute such policies as it deems to be in the best interests of the City within the parameters of federal, state and local law.

City Manager – has the authority to oversee the development of the budget, make spending decisions within the parameters of the approved budget, enter into contractual agreements, make capital asset purchase decisions, and make decisions regarding the allocation of expenses within designated parameters. Unless otherwise specified in this document, the City Manager is responsible for complying with the directives listed herein.

Finance Department – has the authority to develop the budget, review the organization’s financial activity, determine the allocation of investment deposits, assure that adequate internal controls are in place, and to administer the financial policies and procedures of the City.

Department Directors – have the authority to expend City funds within approved budget authority and in accordance with procedures prescribed by the City Manager, and to recommend spending requests, within the parameters of the approved budget process, to the City Manager.

The City maintains a comprehensive set of internal controls to protect the City’s assets and sustain the integrity of its financial systems. Department Directors at all levels are responsible for implementing the City’s Financial Policies, sound internal controls, and for the regular monitoring and measuring of their effectiveness.

Accounting Records and Reports

Basis of Accounting

The City’s annual financial statements on its financial activity shall be presented in accordance with Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB).

- The City will establish and maintain a high standard of internal control and accounting practices.
- The accounting system will maintain records on a basis consistent with accepted standards for local government accounting.

Basis of Budget

- The City budget is presented on the cash basis of accounting.

Fund Accounting

The City’s accounting and budgetary systems use fund accounting consistent with guidance provided by the GASB. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific purposes or objectives. Individual funds have been established by the City to account for revenues that are restricted to certain uses or to comply with legal requirements. Funds are

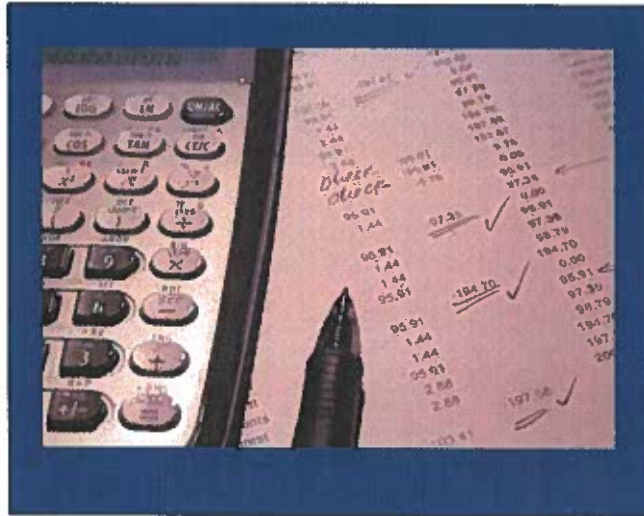
established in accordance with GASB standards.

The Finance Department shall assure that the status and transactions of each account and their relationship to budget authority is clear.

Financial Reporting and Auditing

The annual financial statements shall conform to GAAP which is promulgated by the Governmental Accounting Standards Board (GASB). The preparation of financial statements in accordance with GAAP is intended to establish greater accountability and transparency between the City and its citizens, legislative and oversight bodies, investors and creditors.

The City shall commission an annual audit of the City's financial reports and related records to be conducted by an independent certified public accountant as required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. At the conclusion of the audit, the auditor shall conduct exit conferences with the City Council, City Manager, Finance Director and Audit Committee. The exit conference is intended to be a high-level review of the City's financial position, results of operations, cash flows and compliance with legal and contractual obligations. An important aspect of the annual financial statements is the management letter which provides findings and recommendations for improvements to the City's finance practices including internal control matters.



The selection of the City's external auditor is governed by Florida Statutes (FS) 218.391. FS 218.391(2) requires that the audit committee be comprised of each of the City's elected officials or their designee. City Resolution 20-42 further dictates the composition of the audit committee and states that "The audit committee for the City shall consist of one member of the City Council, who shall serve as chair of the committee, and four qualified persons selected and appointed by the City Council". The primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in FS 218.39. The committee may serve in other oversight capacities as determined by the City Council.

The finance department will provide monthly reports to the City Manager and City Council which include charts and graphs of the City's major revenue sources collected to date and comparing such collections to both actual results in prior years as well as to the current year budget. Expenditures will be compared to the budget on a monthly basis as well to demonstrate adherence to the approved budget. These reports are currently prepared for the City's General and Pier Funds and it is staff's intention to expand this reporting to other City funds as well.

The City's audited annual financial statements are made available to the public on the City's website at

Capital Asset Accounting

In order to appropriately safeguard the City's investment in capital assets, it is important to establish an effective capital asset accounting system. Additional details are available in the City's capitalization policies document maintained by the finance department. Important aspects of the policy are outlined below.

- The City will maintain a schedule of individual capital assets with historical cost in excess of \$5,000 and an estimated useful life of more than one year. All items with an original cost of less than \$5,000, or with an estimated useful life of less than one year, will be recorded as operating expenditures in the year of acquisition.
- A fixed asset system will be maintained to identify all City assets meeting the above scope. Such system will identify the fund and department owning the asset, a description of the asset, its acquisition date, historical cost and funding source if other than unrestricted reserves. Ancillary costs necessary to place the asset in service which are directly related to its acquisition are included in the asset's cost and include charges such as freight, installation costs, site preparation costs and professional fees related to the acquisition of the asset.
- The City's IT department shall maintain a listing, outside of the capital asset system, of all computers and shall conduct periodic physical inventories of those computers.
- Other non-infrastructure capital assets of the City shall be inventoried periodically.
- Transfers of capital assets from one department to another shall be reported to the Finance Department immediately upon transfer.
- All surplus of capital assets shall be approved of by the City Council on a quarterly basis and appropriately disposed of thereafter. Surplus requests should be timely submitted to the City Clerk for inclusion on the agenda of a regularly scheduled Council meeting.

Reserve Fund Balance Policies

Adequate reserve levels are a necessary component of the City's overall financial management strategy and a key indicator of the City's financial health. Fund balance reserve policies are necessary to establish reserves for:

- Large unforeseen one-time expenditures/expenses of an emergent nature, such as a catastrophic event, a natural/manmade disaster (e.g. hurricane, windstorm, flood, terrorist attack, pandemic), or excessive liability judgements.
- Economic downturns or other unanticipated events affecting revenue growth.
- Changes in significant, volatile revenue sources, such as business tax receipts, which are subject to rapid swings in consumer and visitor spending.

- Maintenance of favorable credit ratings.

Adequate reserves are important to the long-term financial stability of the City and shall be maintained as required by law, ordinance and/or bond covenants.

General Fund

The City shall strive to maintain unassigned operating reserves in the General Fund of at least 25% (approximately 90 days) of total budgeted General Fund operating expenditures (exclusive of items funded with restricted revenue sources and non-recurring capital expenditures). When the reserve balance in the General Fund exceeds 25%, the excess may be used for one-time capital needs or may be transferred to a designated fund balance for other purposes as identified by the City Manager and Finance Director. In the event that unassigned fund balance falls below the 25% target amount, any future expenditures which will further deplete the unassigned fund balance will be expended only upon a supermajority vote of the City Council (i.e. at least 4 Council members must approve such an expenditure). The City is partially self-funded for health insurance purposes and a claims reserve is maintained within the City's General Fund. This reserve is determined by the plan administrator and currently the benchmark is approximately 16% (60 days) plus incurred but not reported (IBNR) of 1.8% of total claims

Utility Fund

The targeted operating reserve in the Utility Fund is an amount equal to at least 50% (approximately 180 days) of annual expenditures of the City's water and wastewater departments including recurring transfers. Reserves required by bond covenants are separately maintained within the Utility Fund as are reserves related to restricted revenue sources such as stormwater assessments. Operating reserves may significantly exceed the minimum working capital requirements in order to provide funding for future capital projects and provide for unforeseen emergency conditions.

Other Funds

Reserves for other funds shall be set through the budget process in an amount consistent with the purpose and nature of each respective fund.

Financial Planning

5 Year Financial Planning Model

The City shall maintain a long-term (five-year) financial planning model. The financial planning model shall be based on the currently adopted budget and documented assumptions realistically expected to occur and will be designed in such a way to permit analysis of alternative strategies. The plan shall be prepared for the General Fund, Utility Fund, and such other funds as deemed necessary.

Budget Development

The fiscal year of the City begins on October 1st and ends on September 30th. The City's annual budget is a comprehensive financial plan which outlines how services will be provided and community improvements will be achieved. Upon adoption by the City Council, the budget becomes the controlling mechanism by

which to measure resources received by the City and expenditures made to meet approved objectives. Sound financial practice and the desire to maintain strong credit ratings require that the budgets be balanced, constantly monitored and responsive to changes. The goal of the budget is to align the budget with citizen priorities and provide the best value for each dollar of revenue received by the City.

The budget preparation process encompasses an extended period of planning, review, forecasting and priority setting. The purpose of the budget is to provide the City Council and City Manager with the financial information necessary to properly allocate resources in a manner consistent with the goals and objectives of the City. The City shall prepare a balanced budget that is consistent with industry best practices and the 5 Year Financial Plan. The annual budget links resources with operating programs and projects and funds recurring expenditures with recurring operating revenues.

In order to facilitate and implement the budget process, the City Manager, with input from the Finance Director, will propose an annual budget calendar at the first regular Council meeting in June.

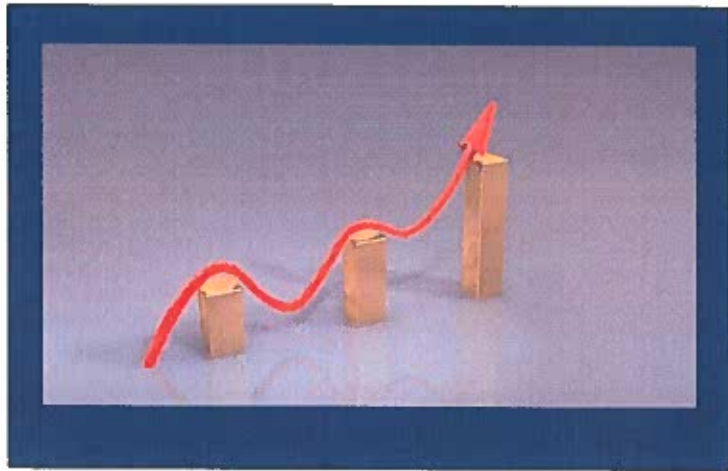
- The budget calendar will be comprehensive in nature and generally provide for a process that resembles the Best Practices as published by the Government Finance Officers Association (GFOA).
- The City's annual budget shall be prepared using the following schedule and process as a general guide:
 - Review stakeholder input from the Citizen's Survey, public forums, and residential and business community feedback.
 - The City Council and City Manager will conduct a budget goal-setting retreat with the Department Directors updating the approved policy guidance.
 - The Director of Finance prepares the budget and meets with Department Directors.
 - Department Directors will provide to the Finance Department budget estimates and requests conforming to the budget instructions.
 - The City Manager submits a proposed balanced preliminary budget to the City Council.
 - The proposed budget should be comprised of funding recommendations for the operating and capital budgets of the City's various departments and funds.
 - The City Council conducts public hearings on the proposed budget in conformance with local and state law.
 - The City Council adopts a budget resolution.
 - The final budget document is published and posted to the City website.

The City will maintain a fair and equitable system to allocate overhead and other shared costs. The amount charged by the City for services provided will include a factor to cover the City's overhead costs when appropriate.

Annual appropriated budgets are adopted at the fund level within available resources (i.e. new revenue and existing reserves). The City budgets expenditures at the department level. Only the City Council can approve budget amendments that change the total approved budget appropriation of an individual department. Department heads, with the approval of the City Manager and Finance Director, may transfer appropriations within the departmental budget, but cannot change the total appropriation of an individual department without the approval of the City Council. All program appropriations not spent during the fiscal year do not automatically carry-over into the next year and shall lapse at year end.

Outstanding contracts and other commitments for the expenditure of funds at the end of the year are carried forward into the next year's budget by a formal budget appropriation authorized by the City Council. The department heads shall identify to the Finance Director all capital projects which are required to be carried over to ensuing years prior to the adoption of the budget.

Budget amendments shall be presented to the City Council for consideration when the need arises. Council will be apprised if the proposed funding is from a new revenue source (most commonly grant awards) or is from existing reserves, and if so, which reserves are to be impacted by the amendment.



The City Council shall approve the number of permanent City staff positions, their classification and their assignments to specific City funds when it adopts the City's Budget. Any proposed increases to permanent City staff positions after initial approval of the budget must be presented to the City Council for approval conditional upon adequate funds being available either through reductions in other spending, increases in revenues or use of existing reserves.

The City will utilize one-time revenues only for one-time/non-recurring expenditures or to build reserves for the City's capital needs. When both restricted and unrestricted resources are available for use, the City typically uses restricted resources first, but reserves the right to selectively defer the use of restricted resources to future qualifying expenditures in conjunction with the achievement of the goals established in the 5 Year Financial Plan.

The cash out of accrued leave upon separation of service from the City will be included in the appropriate operating budget if quantifiable at the time of budget development. In cases where the current budget cannot absorb an unforeseen cash out, the Finance Director shall request a supplemental appropriation for Council approval. The City maintains designated reserves in both the General Fund and Utility Fund for accrued compensated absences which are developed based upon current participants in the City's Deferred Retirement Option Plan (DROP) as well as department head inputs as to upcoming planned

retirements. In general, the City maintains reserves in an amount equal to anticipated cash outs in the upcoming five years.

Revenues

Revenue estimates shall be based on forecasting methods utilized by the Finance Director and shall assess the full spectrum of resources available to finance City programs and services. The City shall consider the diversification of revenue and assets as a strategy when developing its financial plans.

The City will strive to maintain a diversified and stable revenue system as permitted by law, accounting standards and circumstances. Because revenues, especially those of the General Fund, are sensitive to both local and regional economic activities, revenue estimates provided to the City Council shall be conservative. Should an economic downturn develop that results in potential revenue shortfalls or fewer available resources, the City will make appropriate adjustments to its budget.

The major source of revenue for the General Fund is business tax receipts which comprise approximately thirty-seven percent (37%) of total General Fund revenue. Since these business tax receipts are a direct function of business cycles and inflation, it is important to make every effort to improve diversity, stability and growth of the City's other revenue sources to reduce dependency on the business tax receipts and protect the City from unanticipated economic downturns particularly those affecting the tourism industry.

Non-Recurring and Volatile Revenues

Non-recurring revenues can introduce significant instabilities in City services, especially if they are used to fund ongoing programs. The City will not use one-time revenues to support ongoing expenditures. Examples: (grants, sales of assets, and legal settlements). Acceptable uses of one-time revenue include paying down debt, building fund reserves and undertaking special projects that reduce long-term operating costs. One-time or special purpose revenues will be used to finance capital projects or for expenditures required by the revenue, and not to subsidize recurring personnel costs or other operating costs.

Grants

City staff shall seek out, apply for, and effectively administer federal, state, local and other grants that address the City's priorities and policy objectives and provide positive benefits to the City. Before any grant is pursued, staff shall provide a detailed pro-forma to the City Manager that addresses the immediate and long-term costs and benefits to the City. A pro-forma must be submitted to the City manager for all grants prior to accepting grant awards.

Policy on Fees and Charges

The City shall review all fees for licenses, permits, fines, rates and other miscellaneous charges at least every two years as part of the budget process. A schedule will be established to review approximately half of the divisional fees each budget year. User charges and fees shall be established based on a percentage of the full cost of providing the service unless otherwise provided by statute, ordinance or

regulation.

Proposed rate adjustments and changes to user charges and fees shall be presented to the City Council for approval each year in the preliminary budget process and incorporated into the upcoming budget to the extent the impact of such changes can be quantified during the budget preparation process.

Utility Rates and Capital Fees

Utility rates should be adequate to ensure reliable, competitively priced services for our customers. Net reserves in excess of both legal requirements and minimum working cash balances should be used to minimize future rate increases by funding approved capital projects, retiring high cost debt and augmenting fund reserves established to reduce ratepayer risk.

Utility rates and capital fees shall be reviewed annually, and necessary adjustments shall be made annually to reflect inflation, the funding of major construction projects and the avoidance of major rate increases in any one year. Utility rate studies shall be conducted at least every five years to update assumptions and to ensure the long-term solvency and viability of the City's utilities. System development charges shall be established at levels to ensure that all customers seeking to connect to the City's utility systems shall bear their fair and equitable share of the cost of both the existing system and the future systems.

Expenditures

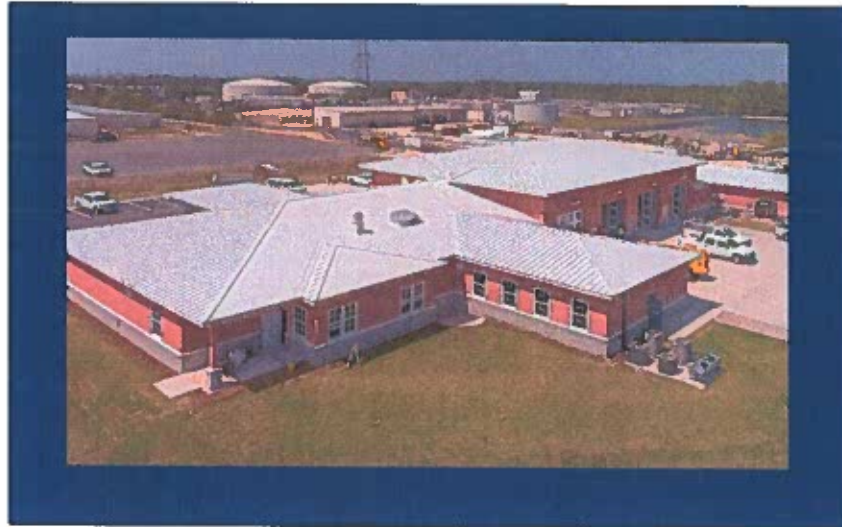
- Department directors shall ensure compliance with the legally adopted budget. Additional purchases and expenditures must comply with legal requirements for approval. Priority shall be given to expenditures that will improve productivity or public safety.
- Expenditures will be accounted for in the appropriate funds and accounts.

The department directors shall submit approved vendor claims to the finance department timely and efficiently. All payment of vendor claims shall be adequately documented and approved.

Capital Project Plan

The purpose of the Capital Project Plan is to systematically identify, plan, schedule, finance, track and monitor capital projects to ensure cost-effectiveness as well as conformance to established policies.

The plan shall include the General Fund, Community Redevelopment Fund (CRA), Utility Fund, Pier Fund, and Aquatic Center Fund.



The purposes of this plan are: 1)

to identify major policy issues for City Council consideration prior to the preparation of the annual budget, 2) to establish capital project priorities and make advance preparation for the funding of such projects within the five year horizon, 3) to make conservative financial projections for all major funds to provide assurance that adequate funding exists for proposed projects and services, and 4) to communicate the City's plans to the public and provide an opportunity for the public to offer input.

The City Manager will annually submit a financially balanced, five-year comprehensive capital project plan for review by the City Council pursuant to the timeline established in the annual budget preparation schedule. The comprehensive plan will incorporate a methodology to determine a general sense of project priority according to developed criteria.

The Capital Project Plan shall provide:

- A statement of the objectives of the Capital Project Plan and the relationship with the City's Strategic Comprehensive Plan and department master plans, necessary service levels and expected facility needs.
- An implementation program for each of the capital improvements that provides for the coordination and timing of project construction among various City departments.
- An estimate of each project's costs, anticipated sources of revenue for financing the project and an estimate of the impact of each project on City revenues and operating budgets. No capital project shall be funded unless operating impacts have been assessed and the necessary funds can be reasonably anticipated to be available when needed.
- For the systematic improvement, maintenance and replacement of the City's capital infrastructure as needed.
- A schedule of proposed debt requirements.

All proposed capital improvement projects shall include a recommended or likely source of funding.

The performance and continued use of capital infrastructure is essential to delivering public services. Deferring essential maintenance and/or asset replacement can negatively impact the condition of assets and infrastructure as well as the ability to appropriately plan for required major maintenance and replacement needs. Efforts will be made to allocate funds in a renewal and replacement reserve to fund the multi-year maintenance, repair and replacement of critical infrastructure assets.

The City's objective is to incorporate "Pay-As-You-Go" funding (using available cash resources) in the annual Capital Project Plan. This will supplement funding from other sources such as bonds, grants and developer contributions.

Private development (including residential, commercial and industrial projects) shall pay its fair share of the capital investments that are necessary to serve the development in the form of system development charges, mitigation fees and proportionate share payments.



When current revenues or resources are available for capital improvement projects, consideration will be given first to those capital assets with the shortest useful life and/or to those capital assets whose nature makes them comparatively more difficult to finance with bonds or lease financing. Using bonds for projects with long useful lives allows them to be paid over several generations which are utilizing the project through debt service payments.

The first year of the adopted Capital Project Plan will be the capital budget for that fiscal year.

Staff will monitor projects in progress to ensure their timely completion or to recommend appropriate adjustment to the Capital Project Plan, as approved by Council, if a project is delayed or deferred.

Periodic status reports will be presented to the City Council to share project progress and identify significant issues associated with a project.

The City will determine the least costly financing method for all new projects.

Cash Management and Investment

The City will invest public funds in a manner consistent with the requirements enumerated in Florida Statutes and will attempt to achieve the highest return consistent with the appropriate degree of risk tolerance.

All money collected by any officer or employee is to be promptly transferred to the Finance Department for deposit. The internal controls established by the Finance Department include segregation of duties, daily processing, timely deposit and reconciliation of subsidiary ledgers, physical security procedures to appropriately safeguard assets and the use of automated system resources

when possible.

Personnel Compensation

Because personnel costs comprise the City's largest expenditure, the City Council and the City Manager have found it helpful to adopt a broad policy on public employees' compensation.

The Human Resources Department shall maintain attractive position compensation classifications to ensure the recruitment and retention of quality employees and the provision of competitive compensation packages in comparison to other public sector employees. Periodic pay plan studies will be conducted by independent third parties to ensure an unbiased review of City pay polices in comparison to other public sector employers with similar demographics or with whom the City competes for employees. Staffing shall not exceed the levels authorized by the City Council.

The City Council strives to provide excellent service to the community at all times by promoting sound financial stewardship and ethics to achieve the City's standards. The City must attract and retain highly qualified employees who exemplify the City's organizational values. The City's compensation philosophy is based on internal and external considerations including the City's fiscal health and the City Council's priorities. Salary adjustments (both COLA and merit) are in general, approved by the City Council in the budget process; however, the City Manager has certain discretion within the provisions of the pay plan to adjust salaries throughout the year for promotions and performance subject to adequate funds being available in the budget and after consideration of the long-term impact of such adjustments.

The City Council must explicitly authorize all new positions before they are filled. The Human Resources Department shall seek City Council approval for reclassifications before they become effective.

Overtime pay must be pre-authorized by department management before it is incurred. Overtime payments shall not exceed budgeted amounts without prior approval from the City Manager. Such approval shall not be granted until the department demonstrates the ability to cover such overtime from other budgeted line items without compromising the City's overall budgetary objectives.

Capital Financing and Debt Management

Policy on Debt Issuance and Management

The City shall work to maintain strong ratings on its debt including maintaining open communications with bond rating agencies concerning financial condition.

Long-term Borrowing

Long-term borrowing shall be confined to capital investments or similar projects with an extended life when it is not practical for such projects to be financed from current revenues. The City shall not use long-term debt to finance current operations.

Term of Debt

Debt payments shall not extend beyond the estimated useful life of the project being financed. To the

maximum extent possible, the City will fund its capital needs on a pay-as-you-go basis.

Interim Financing

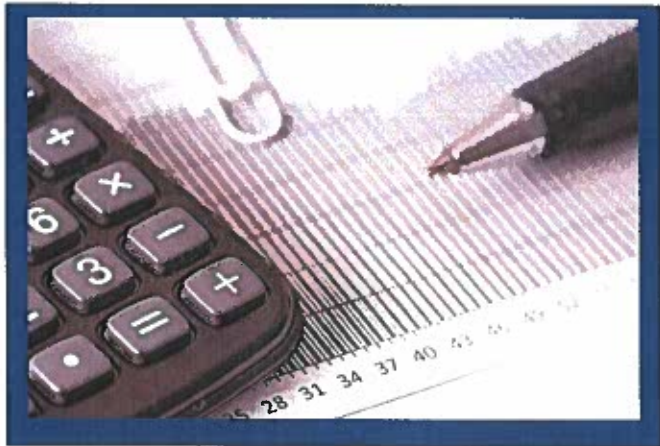
With Council approval, interim financing of capital projects may be secured from the debt financing marketplace or from other City funds through interfund loans as appropriate in the circumstances.

Utility Improvements

Financing of utility improvements will be consistent with the Council's rate policies and other factors in order to balance the effect of major improvements on utility rates. System development charges, grants and low interest rate loans to fund capital projects shall be used when possible. The City shall strive to maintain debt service "coverage" in accordance with bond covenants.

Debt Issue

The City shall attempt to use special assessment, revenue or other self-supporting bonds in lieu of general obligation bonds whenever possible. Long-term general obligation debt shall be utilized only when necessary to acquire land or capital assets based upon a review of the ability of the City to meet future debt service requirements. The project to be financed also should be integrated with the City's long-term financial plan and Capital Project Plan.



The City shall evaluate the best method of sale for each proposed bond issue. When a negotiated sale is used, the City may use an independent financial advisor to advise the City's participants in matters such as structure, pricing and fees. If it is deemed appropriate, separate or additional financial advisors may be retained when there is a need for their specific expertise related to a transaction or project. The utilization of a financial advisor will be at the discretion of the City Council as recommended by the City Manager and Finance Director and be determined on a case-by-case basis. For each City bond sale, the financial advisor will provide the City with information on pricing and underwriting compensation for comparable sales by other issuers.

Debt Issuance Team

In order to effectively plan and fund the City's capital investment projects, a team will be established for each debt issuance. The staff team members shall consist of the City Manager, City Attorney, Finance Director and applicable department management representatives(s) (related to the projects to be financed). External team members shall consist of bond counsel, disclosure counsel, and a financial advisor and/or underwriter with demonstrated experience in Florida debt issuance when appropriate. By state law, Council is required to authorize a debt issuance.

Bond Proceeds

The City shall comply with IRS regulations concerning use of and reinvestment of bond proceeds. The City shall monitor and comply with IRS regulations with regard to potential arbitrage earnings. If arbitrage

earnings are believed to be above amounts provided by IRS regulations, the City will set aside such earnings in order to pay the appropriate amount to the federal government as required by IRS regulation.

Disclosure

The City is committed to full and complete financial disclosure and to cooperating fully with rating agencies, underwriters of its securities, institutional and individual investors, other levels of government and the general public to share clear, comprehensive and accurate financial information. The City is committed to meeting secondary disclosure requirements on a timely basis.

REGULAR

ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

08/13/2020

3. REQUESTED MOTION/ACTION:

Approve the Plat for the Breakfast Point Phase 4-A Development.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The Breakfast Point Phase 4-A development is generally located east of the intersection of Breakfast Point Boulevard and Graze Point Drive. The overall plan for Breakfast Point Phase 4 consists of 80 proposed residential lots. However, this phase consists of the initial thirty two (32) residential lots that will be located in Unincorporated Bay County. Their Stormwater Management Facility is to be located in the City of Panama City Beach. The infrastructure improvements within the residential subdivision will be dedicated to Bay County with the exception of the utilities that will be dedicated to the City. The public hearing to consider this plat has been publicly advertised. At the time of this memo, there are still outstanding items that must be addressed. If this has not been completed by the time of the Council meeting, the Council may continue the hearing. If the plat meets the requirements of Florida Statutes by the time of the meeting, the Council may approve the plat with conditions to meet the City's additional requirements.

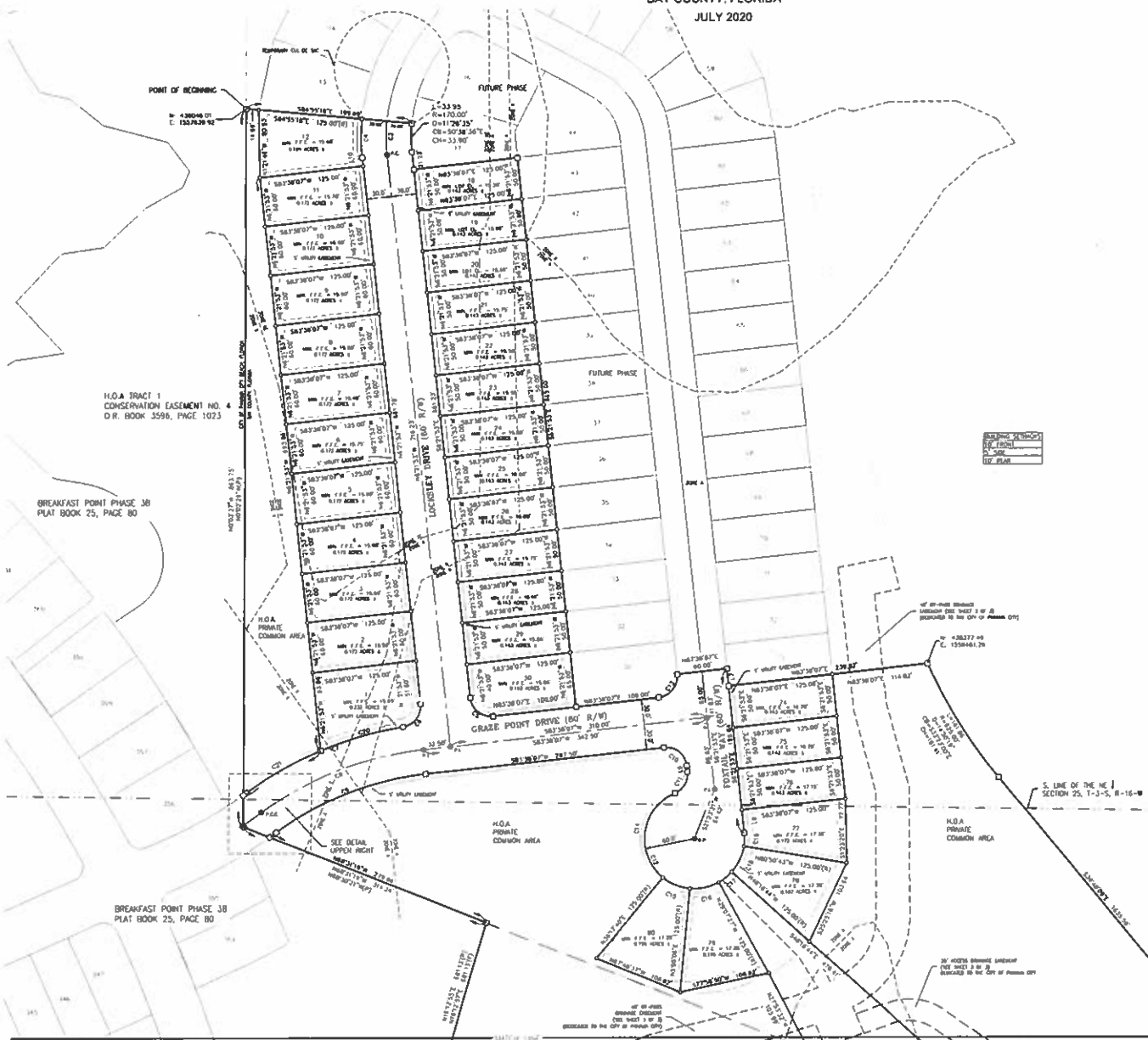
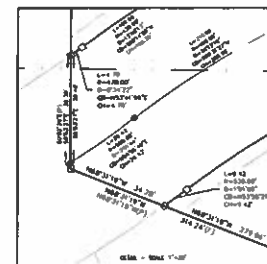
Staff has reviewed the subject plat and determined that, if the outstanding items are addressed, it will meet applicable requirements.

BREAKFAST POINT PHASE 4-A

A SUBDIVISION OF A PORTION OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 16 WEST,
AND SECTION 30, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA

BAY COUNTY, FLORIDA

JULY 2020



Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	26.94	200.00	117°02'25"	S07°30'28"E	28.00
C2	25.94	200.00	117°02'25"	S07°30'28"E	26.94
C3	25.27	25.00	00°00'00"	S01°27'53"E	25.27
C4	26.83	25.00	07°09'50"	N37°12'06"E	26.47
C5	205.54	430.00	273°21'11"	S07°08'26"W	203.99
C6	248.89	400.00	207°25'11"	S08°23'17"W	208.55
C7	195.18	370.00	207°25'11"	S08°23'17"W	192.81
C8	20.27	25.00	00°00'00"	S01°27'53"E	20.27
C9	21.30	25.00	77°52'47"	N07°04'58"E	21.30
C10	20.83	00.00	257°33'47"	S07°53'02"E	20.83
C11	20.27	25.00	00°00'00"	N07°04'58"E	20.27
C12	123.77	00.00	117°14'40"	S78°44'57"W	127.45
C13	25.82	00.00	241°23'37"	S07°48'37"E	25.29
C14	25.82	00.00	341°23'37"	N77°58'50"E	25.29
C15	20.00	00.00	191°11'27"	N01°16'54"E	20.00
C16	20.87	00.00	329°29'46"	N25°22'46"E	22.61
C17	10.75	00.00	103°04'01"	N07°27'07"E	10.20
C18	102.25	430.00	124°02'07"	S72°58'37"E	102.25
C19	102.25	430.00	124°02'07"	S72°58'37"E	102.25

Line #	Bearing	Length
L1	S07°15'31"E	20.00
L2	S07°15'31"E	27.00
L3	N07°15'31"E	7.00
L10	N07°15'31"E	10.18

- SYMBOLS & ABBREVIATIONS:**
- L.P. = LICENSED BUSINESS
 - L. = ARC LENGTH
 - R. = RADIUS
 - D. = DELTA ANGLE
 - C.B. = CHORD BEARING
 - C.L. = CHORD LENGTH
 - C. = SET 1/2" CAPTIVE HIGH ROD L.S. #0011
 - D. = SET 4" BY 4" CONCRETE MONUMENT L.S. #0011
 - S. = SET ROD AND DIRT L.S. #0011
 - P.C. = POINT OF CURVATURE
 - P.T. = POINT OF TANGENCY
 - P.I. = POINT OF INTERSECTION
 - M.P. = MOUND POINT
 - R/O. = RIGHT OF WAY
 - N. = NORTH
 - S. = SOUTH
 - E. = EAST
 - D.P. = DEED RECORD
 - H.O.A. = HOMEOWNERS ASSOCIATION
 - LD = LINDEN DRIVE

TITLE	SHEET INDEX	NO.
OVERALL BOUNDARIES, VICINITY MAP, SIGNATURE PAGE, SURVEYORS' NOTES AND DESCRIPTION (11-2007)		1
LOT DETAIL (11-2007)		2
PLIND AREA (11-2007)		3

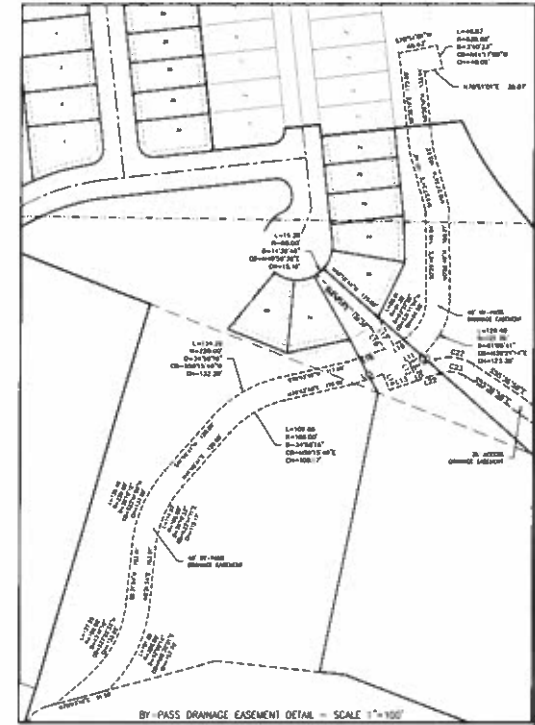
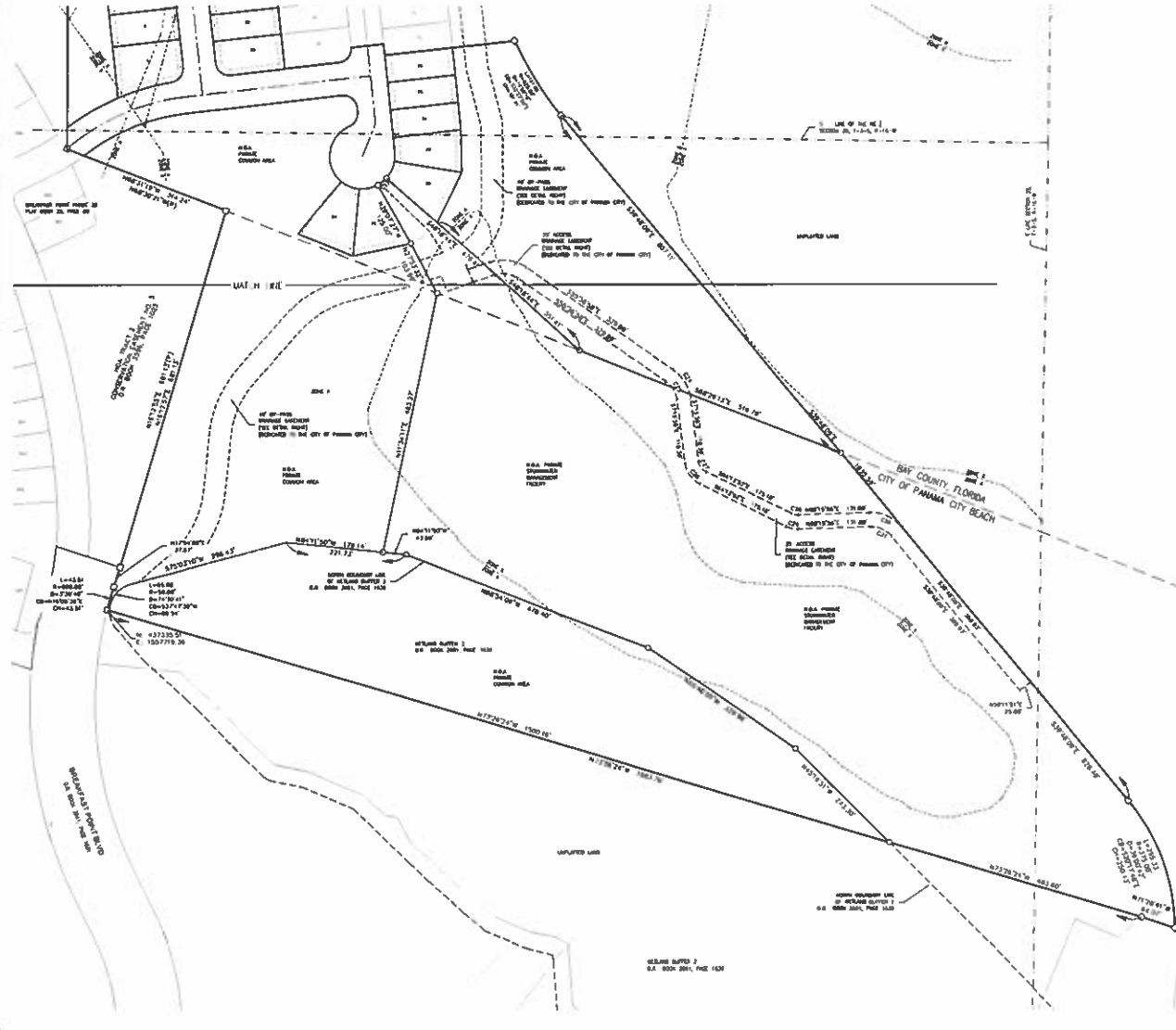
Dewberry
 DEWBERRY ENGINEERS INC.
 203 ABERDEEN PARKWAY
 PANAMA CITY, FLORIDA 32405
 PHONE: 904.522.0944 FAX: 904.522.1911
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. L.S. 0014

BREAKFAST POINT PHASE 4-A

A SUBDIVISION OF A PORTION OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 16 WEST,
AND SECTION 30, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA

BAY COUNTY, FLORIDA
JULY 2020

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C17	20.09	86.00	181°13'	S51°16'34"W	20.00
C23	68.48	75.00	S23°04'21"	S20°29'13"W	47.02
C22	48.32	50.00	S27°04'21"	S25°29'13"W	44.98
C24	63.29	75.00	N27°13'07"	S17°26'36"W	61.41
C25	42.70	50.00	N27°13'07"	S17°26'36"W	48.95
C26	48.71	50.00	S27°30'12"	S25°44'53"W	47.64
C27	24.00	25.00	S27°30'12"	S25°44'53"W	23.84
C28	17.00	25.00	S73°30'12"	S77°30'58"W	15.99
C29	24.00	50.00	S73°30'12"	S77°30'58"W	23.77
C30	47.88	75.00	S155°35'	S65°40'07"W	65.98
C31	45.37	50.00	S155°35'	S65°40'07"W	43.79



BY-PASS DRAINAGE EASEMENT DETAIL - SCALE 1"=100'

SYMBOLS & ABBREVIATIONS:

- LB = LICENSED SURVEYOR
- AL = ARC LENGTH
- R = RADIUS
- D = DEGREE ANGLE
- CB = CHORD BEARING
- CL = CHORD LENGTH
- = SET 1/2" CAPRIED WITH ROD L.S. #8011
- = SET 1" BY 1" CONCRETE WALKWAY (S. #8011)
- = SET 1/2" AND DISE (S. #8011)
- P.C. = POINT OF CURVATURE
- P.I. = POINT OF TANGENCY
- P.I. = POINT OF INTERSECTION
- R.A. = RIGHT ANGLE
- R.P. = RIGHT OF WAY
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- OR = OFFICIAL RECORDS
- M.S.A. = HOMEOWNERS ASSOCIATION
- 10 = NEIGHBORHOOD

Curve #	Bearing	Length
L18	S65°40'07"W	3.00
L12	S23°04'21"W	75.54
L13	N17°16'36"W	50.00
L14	S27°13'07"W	29.28
L15	N27°13'07"W	52.33
L16	S27°30'12"W	68.83
L17	N27°30'12"W	24.42
L18	S17°30'12"W	44.98
L19	S27°30'12"W	12.74
L20	S27°30'12"W	25.10
L21	N17°16'36"W	42.24
L22	N17°16'36"W	50.87

SHEET INDEX

TITLE	NO.
OVERALL BOUNDARY, VICINITY MAP, SIGNATURE PAGE, SURVEY NOTES AND DESCRIPTIONS (17-200)	1
1:411 DETAIL (17-407)	2
POND AREA (17-104)	3



Dewberry
 DEWBERRY ENGINEERS INC.
 281 ABERDEEN PARKWAY
 PANAMA CITY, FLORIDA 32406
 PHONE: 904.832.8644 FAX: 904.832.9211
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. 18 0011

SCALE SHEET 2
 S.A. BOOK 2001, PAGE 1420

REGULAR

ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department

2. MEETING DATE:

08/13/2020

3. REQUESTED MOTION/ACTION:

Hold public hearing and consider changes to Section 7-11 (Fires) of Chapter 7 of the City Code of Ordinances (Beaches, Boats and Water Safety) related to the regulation of fires on the sandy beach.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

The process for reviewing and approving fires on the sandy beach was amended by Ordinance No. 1411 approved on April 27, 2018. Staff has reviewed, approved and inspected numerous sandy beach fires since that time. The events have been very successful and a great, safe amenity for families to enjoy. Staff and the parties involved with sandy beach fires have ideas on how to improve the regulations and process. Staff conducted a meeting on June 16, 2020 with various interested parties and drafted the attached amendments for consideration. The draft has been approved by the meeting attendees.

The proposed changes do the following:

1. Requires an application be submitted only by a registered bonfire vendor;
2. Increases the distance between a fire and a turtle nest by 50 feet and requires the fire to cease immediately when an unmarked nest is discovered within 250 feet;
3. Requires protective screening when a fire is to be located within 400 feet of a turtle nest;
4. Requires permit holders to immediately contact the Police Department when hatchlings are or become present;
5. Allows qualified applicants to submit electronic fire permit applications within two hours of scheduling a fire; and,
6. Establishes that permit holders have a duty to take reasonable measures necessary to protect nearby turtle nests whether marked or not from the potential adverse impact of the fire and associated activities.

This ordinance was approved at first reading on July 9, 2020. If adopted, this Ordinance will take effect immediately.

ORDINANCE NO. 1529

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO FIRES ON THE SANDY GULF BEACH; REVISING THE STANDARDS FOR ISSUANCE, LOCATION AND CONDUCT OF BEACH BONFIRES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, ARTICLES I of Chapter 7, BEACHES, BOATS, AND WATER SAFETY, of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text struck through):

ARTICLE I. - IN GENERAL

Sec. 7-11. Fires.

~~(a) Except as otherwise authorized by a special event permit issued pursuant to Chapter 4 it~~ shall be unlawful for any person to ignite or maintain, or participate in the maintenance of, a fire, bonfire or campfire on the sandy gulf beach, without a permit issued by the City Fire Department as provided herein and in accordance with rules set by the City Fire Department;

~~(1) No fires will be allowed between May 1 through September 30.~~ **No fire permit shall be issued to any person other than a registered bonfire vendor with the City as evidenced by possession of a current business tax receipt issued pursuant to Chapter 14 of this Code.**

(2) No fires will be allowed within 200 **250** feet of a marked turtle nest, within 50 feet of vegetation line or within 100 feet of any habitable structure. **Any fire must cease immediately upon the discovery of an unmarked sea turtle nest or any other sea turtle activity within the distance limitation proscribed by this section.**

(3) No fire permit using organic wood material shall be issued if wind conditions are greater than ten (10) miles per hour.

(4) No fire permit shall be issued if the National Weather Service, Florida Forest Service, or county has issued a red flag fire warning, a no burn order, or when the City Fire Department determines that the proposed fire will endanger the public health, safety, welfare, or other people or property. All permitted fires must occur between the hours of 5:00 p.m. and 12:00 a.m. The site shall be cleaned of all debris and restored to its natural condition by 12:00 a.m. It shall be unlawful and a violation of this section for a person to fail to clean up after the fire has been extinguished. No debris from the fire may be deposited in any public garbage receptacle on the sandy beach.

(5) All permitted fires must be fueled solely by propane gas or organic wood material via an elevated fire pit not to exceed three (3) feet in diameter. Burning of any material other than organic wood material or propane shall be a violation of this Code.

(6) The permit holder shall be present at all times on the site and shall have the signed permit available for inspection.

(7) A maximum of ten (10) permits per day shall be issued on a first come first served basis.

(8) **Notwithstanding the distance limitations provided by section (2) herein, any fire located within 400 feet of a marked turtle nest must be screened so as to reduce the fire's visible light to the nest. Permit holders shall erect protective screening in the manner and location required by the permit.**

(9) **Permit holders shall immediately contact the Police Department when hatchlings are or become present.**

(10) **A qualified applicant under this section may submit electronic fire permit application to the Building and Planning Department, the Fire Department and the Police Department.**

(11) **All permit holders have a duty to take reasonable measures necessary to protect nearby turtle nests whether marked or not from the potential adverse impact of the fire and associated activities.**

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 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

20200602

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

MAYOR

Published in the News Herald on the 31st day of July, 2020.

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

REGULAR

ITEM #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
August 13, 2020

3. REQUESTED MOTION/ACTION:
HOLD PUBLIC HEARING AND SECOND READING OF ORDINANCE 1535 WHICH RATIFIES ORDINANCE 1531-E RELATED TO CODE ENFORCEMENT.

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 JULY 9, 2020, MEETING THE CITY COUNCIL ENACTED ORDINANCE 1531-E AUTHORIZING CODE ENFORCEMENT TO ENFORCE ALL VIOLATIONS OF CITY ORDINANCE CONSISTENT WITH FLORIDA STATUTES AND IMPLEMENTS THIS RESOURCE IMMEDIATELY ON AN EMERGENCY BASIS. CODE ENFORCEMENT WILL BE CHIEFLY DEPLOYED TO THE BEACH TO ENFORCE THE CITY'S BEACH SAFETY ORDINANCES.

AS AN EMERGENCY ORDINANCE, THIS WAS PASSED BY A 2/3 MAJORITY AND MADE IMMEDIATELY EFFECTIVE. ORDINANCE 1535 RATIFIES THAT ORDINANCE AS A PERMANENT ORDINANCE UNDER THE PROCEDURES SET FORTH BY FLORIDA STATUTES.

THIS ORDINANCE WAS APPROVED ON FIRST READING ON JULY 23, 2020. A PUBLIC HEARING HAS BEEN PROPERLY NOTICED, AND THE COUNCIL MAY ADOPT THIS ORDINANCE AT THE CONCLUSION OF THE PUBLIC HEARING.

ORDINANCE 1535

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE ENFORCEMENT OF ALL CITY ORDINANCES BY CODE ENFORCEMENT OFFICERS SUBJECT TO PENALTIES AND PROCEDURES SET FORTH IN THE CITY'S CODE OF ORDINANCES AUTHORIZING CODIFICATION; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED 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 1-12, of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text struck through):

Sec. 1-12. - General penalty; continuing violations, **enforcement**.

- (a) Whenever in this Code or the ordinance of the city any act is prohibited or is made or declared to be unlawful or an offense, or whenever in this Code or the ordinances of the city the doing of any act is required, or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code or the ordinances of the city shall be punished by a fine not exceeding five hundred dollars (\$500.00), imprisonment in a lawful place for a term not exceeding sixty (60) days, probation with terms set by the court, or by any combination thereof including all three in the discretion of the court. This section shall not apply to offenses which are recognized by the laws of the state as misdemeanors, the penalties for which are provided by the laws of the state, which state penalties shall likewise be applicable under this Code. Each day any violation of any of the provisions of this Code or of any ordinance of the city shall continue shall constitute a separate offense.
- (b) In addition to the penalties provided in subsection (a), any condition caused or permitted to exist in violation of any of the provisions of this code and the ordinances of the city shall be deemed a public nuisance and may be abated by the city as provided by law, and each day that any such offensive condition continues shall be regarded as a new and separate offense.
- (c) **Any violation of municipal ordinance may be enforced by civil citation by an employee of the City designated as a code enforcement officer by the City**

Manager. Any violation of a provision of this Code, the City's Land Development Code, or any other ordinance of the City shall be punishable by the penalties set forth in section (a) of this Section or as specifically set forth in the body of the Code, ordinance, or resolution. This grant of authority shall be cumulative and supplemental to any enforcement powers granted to Police and Fire Department employees as more specifically set forth throughout this Code.

(d) Any violation of municipal ordinance which is not adjudicated through administrative procedures set forth in the body of the ordinance shall be adjudicated in the County Court of Bay County pursuant to section 34.01, Florida Statutes.

(Code 1973, §§ 1-8, 1-9; Ord. No. 208, § II, 5-24-78; Ord. No. 570, § 1, 5-15-98)

Cross reference— Nuisances, Ch. 15; offenses, Ch. 16.

State Law reference— Fines and forfeiture in county court payable to municipality, F.S. § 34.191; **enforcement by code inspectors §166.0415**; punishment for misdemeanors, F.S. §§ 775.082, 775.083.

SECTION 2. SEVERABILITY. If any clause or portion of this Ordinance is held invalid or unenforceable, the remainder of this Ordinance shall continue in full force and effect.

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

THIS ORDINANCE 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

Published in the News Herald on the 31st day of July, 2020.

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

REGULAR

ITEM #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration/Tony O'Rourke

2. MEETING DATE:

August 13, 2020

3. REQUESTED MOTION/ACTION:

Agenda Item 5: Resolution 20-148 Strategic Plan: Staff requests approval of the FY 2021-2026 Strategic Plan

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 attached proposed FY 2021-2026 Strategic Plan is the collaborative result of over 150 community and City employee stakeholders and the City Council's June 18, 2020 Strategic Plan Workshop. This proposed Strategic Plan offers direction and focus on issues that were identified as critically important to achieve the community's vision and move Panama City Beach forward. The Plan articulates a vision, mission, values, strategic priorities, key intended outcomes and performance measures to monitor and measure Plan progress.

The foundation of the proposed Strategic Plan is built upon the following strategic priorities:

- Community Quality of Life
- Transportation
- Economic Development
- Financial Health
- Attractive Communities
- Public Safety

The Strategic Plan will require City Council and staff to consider the Plan when developing policies, delivering City services, preparing the City budget, developing department business plans and assessing the performance of the City Manager and staff.

Upon review, revision and adoption by the City Council, the Strategic Plan will be communicated to the community and City staff. Semi-annual progress reports will be provided to the City Council and public. I would like to thank the City Council, community and staff for their collaboration and dedication for helping develop this Strategic Plan which represents a shared purpose to achieve a better future for Panama City Beach.

RESOLUTION 20-148

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING THE CITY'S STRATEGIC PLAN FOR
FY 2021-2026.**

WHEREAS, in the last several months the City has endorsed the development of a strategic plan and has engaged Councilmembers, employees, citizens and community partners in the presentation and consideration of issues and ideas relevant to the development of that plan; and

WHEREAS, staff has prepared a Strategic Plan that memorializes the values, vision and mission of the City Council, as identified at its Strategic Plan workshop on June 18, 2020, and identifies priorities, key intended outcomes and performance measures.

NOW THEREFORE BE IT RESOLVED that by the City Council of the City of Panama City Beach, that the "Panama City Beach Strategic Plan FY 2021-2026," as presented in Exhibit A attached and incorporated herein, is hereby approved.

THIS RESOLUTION shall be effective immediately upon passage.

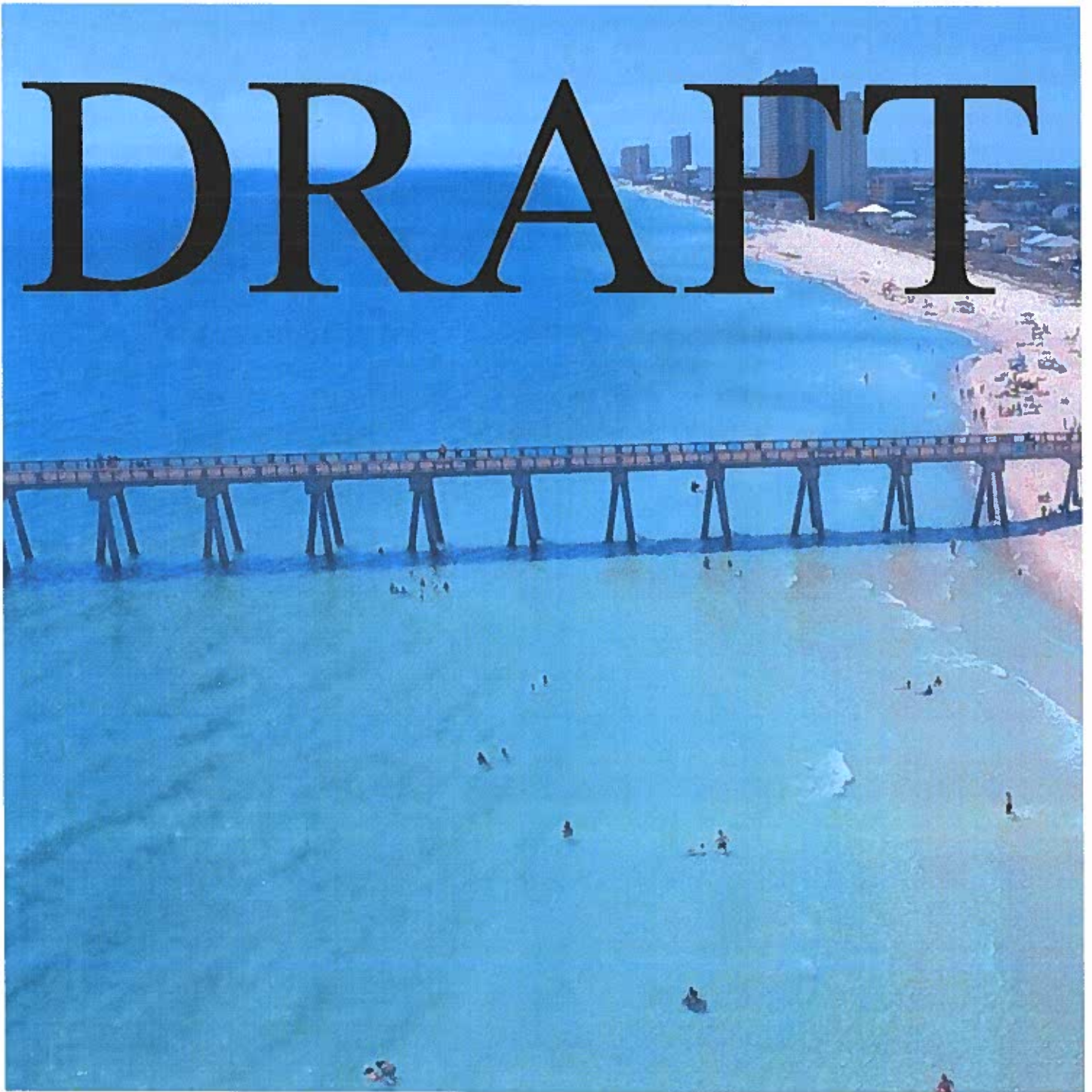
PASSED in regular session this ___ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk



Panama City Beach Strategic Plan

FY 2021-2026



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LETTER FROM THE MAYOR AND CITY COUNCIL

To Our Community:

Welcome to the City of Panama City Beach's first-ever strategic plan. This document is the product of conversations and collaboration with more than 150 community and City employee stakeholders. These conversations helped identify a shared community vision, organizational mission, core values, strategic priorities, key intended outcomes and performance measures to move the community forward.



This 2021-2026 Strategic Plan will serve as a roadmap to the community as it pursues its priorities over the next five years to guide the community towards its vision to be a safe, family-friendly, vibrant community that values residents, businesses and visitors, supports cultural and economic diversity, and maintains outstanding quality of life.

The foundation of the strategic plan is built upon the following strategic priorities:

- Transportation
- Economic Development/Vitality
- Financial Health/Responsibility
- Attractive Community
- Public Safety
- Community Quality of Life

The Strategic Plan offers direction and focus on issues the community and organization told us were most important to enhancing Panama City Beach. The plan will require City Council and staff to consider the Strategic Plan when developing policies, delivering services, preparing the City's budget, developing annual business plans, and assessing the performance of the City.

Panama City Beach is a unique and wonderful place. We have a strong, vibrant and beautiful community. This Strategic Plan, in continued communication and collaboration with the community, will ensure we make Panama City Beach's vision a reality.

Sincerely,

Panama City Beach Mayor and City Council

Mark Sheldon, *Mayor*

Geoff McConnell, *Vice Mayor and Ward 3*

Paul Casto, *Ward 1*

Phil Chester, *Ward 2*

Michael Jarman, *Ward 4*

PLAN ON A PAGE

VISION

A safe, family-friendly, vibrant community that values residents, businesses and visitors, supports cultural and economic diversity, and maintains outstanding quality of life.

MISSION

Provide responsible leadership that facilitates and supports the community vision to develop a high-quality environment

VALUES

- Visionary
- Safety
- Integrity/Honesty
- Fiscally Responsible
- Aesthetics/Beautification
- Open Communication/Transparency

STRATEGIC PRIORITIES

Public Safety: The City is committed to providing a safe and secure environment for its residents, businesses and visitors.

Economic Development: Aggressively support economic development that will create a diverse, more resilient and long-term robust economy.

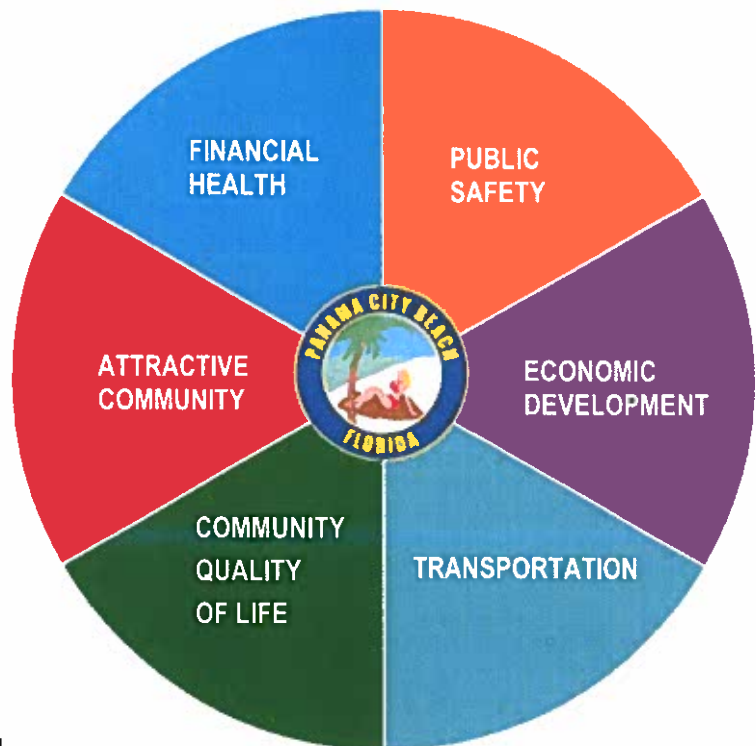
Transportation: Create a well-maintained functional and multi-modal transportation system to enhance community mobility.

Financial Health: The City wants a local government that is fiscally responsible, accountable and transparent.

Attractive Community: The City's overall appearance is critical to the community's image, quality and vitality.

Community Quality of Life: To further improve the community's quality of life the City will invest in and seek strategic partnerships to promote enhancements in the cultural, recreational, health, aesthetics and educational assets of the community.

Strategic Priorities



Introduction

In May 2020, the City of Panama City Beach, under the direction of the City Council, initiated the development of a strategic plan. This report summarizes each phase of the City's strategic planning process.

A strategic planning process involves articulating a clear vision and mission for the community including organization, establishing values, identifying priority initiatives and creating implementation plans. The City's Strategic Plan is intended to represent the Mayor and City Council's vision for the community and those specific initiatives that will help accomplish that vision. The process of developing a strategic plan explores three specific questions:

1. Where are we?
2. Where do we want to go?
3. How do we get there?

In this way, the City's strategic plan is a road map to move the community towards its intended vision. Ultimately, a strategic plan is a fundamental management tool that exists to help the organization improve and move the organization and community forward.



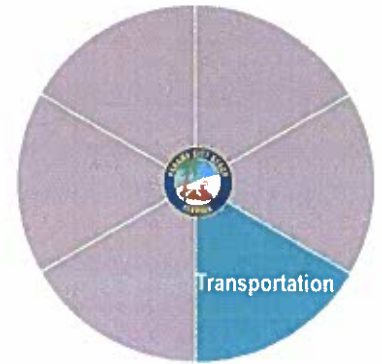
To answer the first strategic planning question — *Where are we?* — PIO Debbie Ward and staff worked with ten community and City staff focus groups to develop an environmental scan of the community and organization's strengths, weaknesses, opportunities, and threats, known as a SWOT analysis. This information helped provide the context within which the City operates today and the challenges that the City organization and community may face in the future.

On June 18, 2020, the City Council, City leadership and community members worked to answer the second question — *Where do we want to go?* — by articulating a desired future for the community and identifying critical success factors for achieving that vision. During this session, the group finalized the following strategic plan elements: vision, mission, values and strategic priorities.

A strategic plan is best when touched by as many people as possible. Therefore, in July 2020, stakeholder input was sought from community members and City employees on the draft elements of the strategic plan.

The City's management team met and community members met to answer the third strategic planning question — *How do we get there?* During this session, the group finalized the strategic planning framework consisting of the following elements: key intended outcomes, performance metrics and alignment.

TRANSPORTATION



After many years of rapid growth, traffic has become a significant issue affecting many aspects of life in Panama City Beach. Residents are frustrated by congested traffic on major streets and the challenges of getting around the City. Facing continued, projected growth in and around Panama City Beach, a focus on mobility — whether by car, bike, bus, walking or future trolley — is imperative. Panama City Beach must promptly plan and implement transportation system improvements to improve mobility and help residents and businesses carry out their daily lives.

Key Intended Outcomes

1. Plan and provide for transportation system infrastructure and funding essential to community growth.
 - Provide for the timely and successful adoption of a Mobility Master Plan.
 - Lobby to accelerate plans for expansion of Panama City Beach Parkway and Bay Parkway phases.
 - Develop and execute a long-term funding approach for larger capital projects and ongoing, sustainable management of assets.
 - Retain a lobbyist in Tallahassee and Washington DC to secure state and federal transportation improvement funding.
 - Develop a general obligation bonding strategy to accelerate road improvements.

2. Complete near-term connections and efficiencies in the mobility system.
 - Implement a near-term action plan to complete smaller capital improvements and programs to maximize existing funding over the next 5 years.
 - Establish partnerships with FDOT, Bay County and neighboring jurisdictions for new transit options, demand management and other innovative mobility options to address local and regional traffic.
 - Introduce a Front Beach Road trolley as a sustainable transportation alternative.
 - Address deferred transportation infrastructure maintenance by assessing transportation infrastructure asset conditions and develop criteria for infrastructure maintenance prioritization by funding source.
 - Commit to resurfacing 5% or 8 lane miles of City street annually.

3. Build a multi-modal and pedestrian-friendly community.

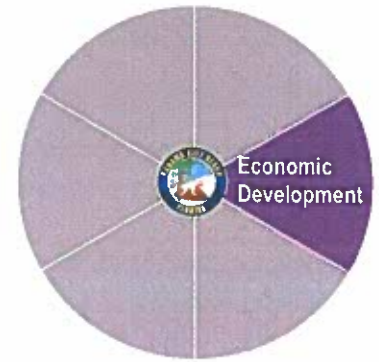
- Focus on projects with co-benefits for all modes of travel that result in greater connectivity, reduced traffic and enhances the pedestrian and bicyclist experience.
- Build more sidewalks and dedication/segregated trails to prioritize a safer, more walkable and bikeable community.

Performance Measures

- Citizen survey rating of overall quality of the transportation system (excellent/good)
- Installed linear feet of sidewalks and bicycle trails/lanes
- Citizen survey rating of traffic flow on major streets (excellent/good)
- Citizen survey rating of ease of walking in Panama City Beach (excellent/good)
- Citizen survey rating of ease of travel by bicycle in Panama City Beach (excellent/good)
- Citizen survey rating of street repairs (excellent/good)
- Track mean travel time between key City intersections at different times of the year



ECONOMIC DEVELOPMENT AND VITALITY



An economically vital and diverse community is supported by robust businesses, affordable housing and supportive services. The City of Panama City Beach is a tourist-based economy that is successful and growing. However, to offset the volatility of a tourist-based economy, the City desires to diversify its economy to become more year-round, resilient, and provide a wider range of quality living wage jobs in order to ensure a stable and sustainable long-term economic vitality. To diversify and move the economy forward, the City will commit to the following initiatives to foster a dynamic, resilient and diverse economy:

Key Intended Outcomes

1. Create policies and programs to retain, expand, incubate and attract businesses to expand and strengthen the local economy.
2. Increase City involvement and partnerships with The St. Joe Company, the Tourist Development Council, Economic Development Alliance, Panama City Beach Chamber of Commerce, Northwest Florida Beaches International Airport, Bay County Chamber of Commerce, Florida Department of Transportation, Bay District Schools, Bay County and other local, state and federal partners to stimulate and diversify the community's economy.
3. Collaborate with the Northwest Florida Beaches International Airport to optimize business development and additional commercial and general aviation air service to Panama City Beach from major air hubs.
4. Ensure a transparent, predictable, fair and balanced regulatory environment for business retention and growth, while ensuring protection of the public's health, safety and welfare.
5. Encourage the development of reliable and cost-effective ultra high-speed broadband internet services throughout the community.
6. Work with the private sector and other public organizations to facilitate the development of affordable workforce housing, healthcare and educational opportunities.
7. Increase tourism opportunities and special events during shoulder seasons to extend the tourist market calendar.
8. In partnership with the Community Redevelopment Agency, expand public parking opportunities and traffic enhancements on Front Beach Road for businesses.
9. Capitalize on opportunities to assist in the development of vacant properties for business development.

10. Work with the Tourist Development Council to target development of a convention center.
11. Target new business clusters in the areas of healthcare, wellness, entertainment, and lifestyle to expand and strengthen the local economy.
12. Identify City property assets that could be used for economic development and affordable housing.
13. Continue the physical enhancement of the City to promote a strong first impression and community attractiveness to businesses and visitors.
14. Explore start-up and entrepreneurial support programs, including shared work spaces, incubators, maker spaces, collaboration hubs, food truck courts and shared commercial kitchens.

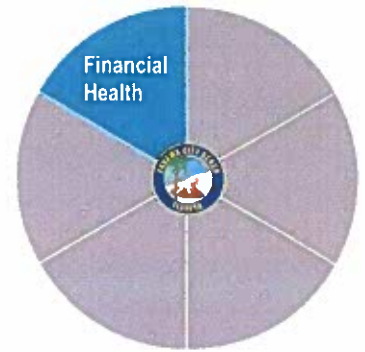


Performance Measures

- Increase number of Business Licenses _____
- Increase annual 1% business tax growth _____
- Unemployment rate _____
- Number of jobs (Bureau of Labor) _____
- Median household income (U.S. Census) _____
- Owner-occupied housing (U.S. Census) _____
- Development review cycle time _____
 - ◆ Average days to process development order _____
 - ◆ Percentage of building permits processed within 5 business days _____
 - ◆ Average number of days to process building plans and permits for:
 - Residential _____
 - Commercial _____
- ISO Building Code Enforcement Rating _____
- Flood Insurance Community Rating _____
- Citizen survey rating of overall quality of business and service establishment in PCB (excellent/good) _____
- Citizen survey rating of employment opportunities (excellent/good) _____
- Citizen survey rating of shopping opportunities (excellent/good) _____
- Citizen survey rating of affordable, quality housing (excellent/good) _____
- Citizen survey rating of overall economic development (excellent/good) _____



FINANCIAL HEALTH

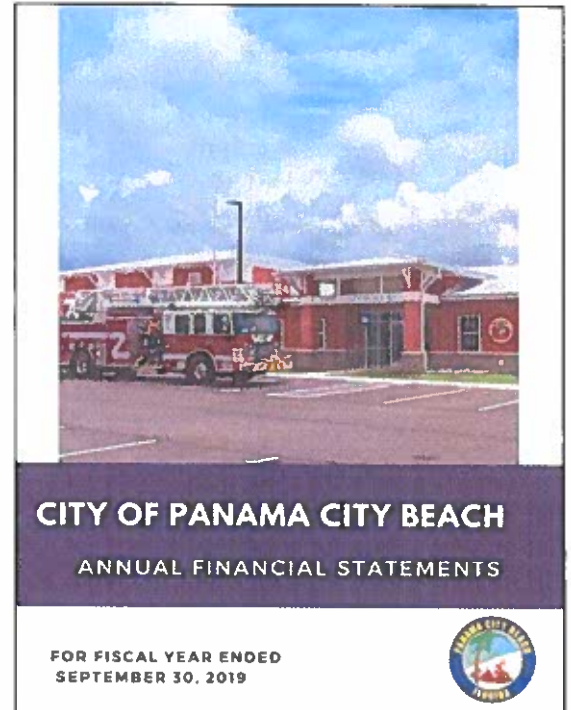


The City's future vitality and sustainability is inexplicably linked to its financial health and well-being. Panama City Beach is committed to effective stewardship of its finite fiscal resources, financial health and sustainability. Given the City's reliance on tourist-driven revenues, coupled with no ad valorem property tax, the City's financial capacity is one of limits and constraints compared to most communities. The City must adhere to a fiscally prudent course that ensures quality core services and capital improvements while living within its means and weathering the volatility of a fluctuating tourist-based economy. This financial course necessitates a business model that works better, faster, smarter and costs less, and focuses on a "vital few" strategic priorities that will result in the most significant and sustainable success for the City. To that end, we recommend the following initiatives to ensure the City is a wise steward of the public's resources and maintains long-term financial vitality:

Key Intended Outcomes

- The City will continually improve its efficiency and effectiveness in the delivery of services and capital improvements through process improvements and performance measures.
- Prioritize programs and services to ensure delivery of strategic and essential services within a balanced budget.
- Annually prepare a balanced, transparent and user-friendly budget.
- Develop and continually update a 5-year Financial Plan.
- Operate within budgeted fund accounts 100% of the time.
- Project revenues on a conservative basis, given the volatility of the tourist-based economy.
- Maintain a 25% General Fund reserve for valid emergencies and one-time capital expenses.
- Develop more public-private partnerships for services and capital improvements to leverage finite City resources.
- Diversify tax and revenue sources.
- Develop a Financial Trend Monitoring System comprising key financial and economic indicators as an "early warning system," regarding the financial and economic health of the City.
- Enhance and simplify transparency of the Monthly Financial reports.

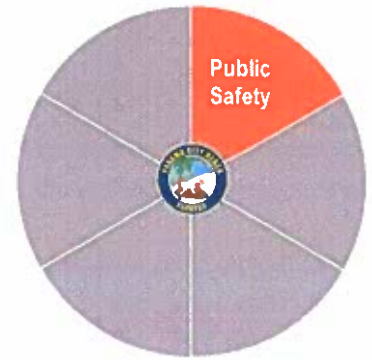
- Examine General Obligation debt issuance for substantial long-term (20-25 year) assets.
- Optimize the use of technology to drive efficiency and productivity and continue to find innovative ways to improve performance throughout the organization.
- Promote and invest in employee training and development to provide excellent internal and external customer service and performance.
- Identify long-term cost savings and productivity enhancement, including:
 - Operational efficiencies
 - Joint partnerships
 - Level of service adjustments
 - Staff consolidations
 - Alternative service providers
- Develop a comprehensive procurement guide and adequate professional staff to ensure the City is procuring goods and services for the best value.
- Utilize the Financial Management Advisory Committee to work with senior staff and City Council to ensure best financial practices.
- Manage long-term pension and compensation absence liability to ensure long-term fiscal sustainability.
- Elevate existing program and service fees on a regular basis to ensure effective cost recovery.
- Establish an appropriate renewal and replacement fund for the City's capital assets.
- Redesign the City budget process to incorporate the strategic plan and annual business plan as the driver of budget priorities and resource allocation.
- New services or programs must either identify new revenue sources or a reduction of other service and program costs.



Performance Measures

- Maintain operating reserve of 25% of General Fund expenditures
- Maintain a balanced budget
- Revenue bond rating
- Water and sewer charges as percent of median household income (should be less than 4-5% - EPA)
- Audit without substantial/reportable findings
- New revenue sources

PUBLIC SAFETY



A safe and secure environment for our residents, businesses and visitors is of utmost importance to the City of Panama City Beach. A sense of security and safety is vital to the welfare and comfort of those who choose to live here, work here and visit here. We will continually work to promote and provide a high-level of public safety to ensure Panama City Beach remains a very safe and healthy community. To that end, the City is committed to the following initiatives:

Key Intended Outcomes

1. Ensure that the Panama City Beach Police and Fire Department have appropriate levels of personnel and equipment to provide safety and protection to our community.
2. Continue to partner with neighboring public safety agencies to enhance the City's public safety personnel capacity to meet high-volume visitor periods.
3. Develop and execute in partnership with neighboring public and private agencies an effective Emergency Management Plan in preparation, mitigation, response and recovery of natural and man-made disasters and emergencies.
4. Develop and implement a comprehensive plan to reduce public beach drownings through prevention education, surveillance intervention, rescue response and red flag enforcement to ensure a safe and secure environment for millions of annual beach visitors.
5. Explore and implement technology enhancements for police and fire operational efficiency and effectiveness.
6. Maintain excellent Police and Fire response times.
7. Explore a traffic signal pre-emption system for Police and Fire emergency vehicle response.
8. Successfully implement a new Police and Fire emergency radio system.
9. Protect life and property with optimal annual Fire Department prevention and inspection services.
10. Promote and increase community involvement and partnerships in crime and fire prevention.
11. Assess the current Fire Department emergency medical response system and examine future enhancements to optimize emergency medical services.

Performance Measures

- Citizen survey rating of overall feeling of safety in the City (excellent/good)
- Property crime rate per 1,000
- Violent crime rate per 1,000
- Average crime clearance rate
- Current Fire Department Insurance Services ISO rating
- Average response time for priority 1 calls — Police
- Average response time for priority 1 calls — Fire
- Average response time for priority 1 calls — EMS
- Police Department citizen rating of excellent/good
- Fire Department citizen rating of excellent/good
- Citizen survey rating of how safe you feel from violent crime (very/somewhat safe)
- Citizen survey rating of how safe you feel from property crime (very/somewhat safe)

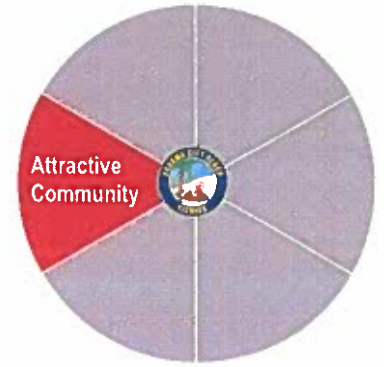


Panama City Beach
Police Department

FEATURED ON ID TV

After a bomb threat is called in to Arnold High School in 2017, Lt. J.R. Falamantez and Officer Savannah Gorman helped catch the "swatting" perpetrator, who called in a series of threats across the country. The two officers established an electronic relationship with the suspect, who was apprehended, pleaded guilty and was sentenced to 20 years in federal prison.

ATTRACTIVE COMMUNITY



The City's overall appearance is a critical component of the public's perception of the community's quality, integrity and appeal. Panama City Beach recognizes its natural and built environment is the foundation of its community quality, visitor appeal, recreational opportunities and economic prosperity. It is therefore essential to protect, preserve and enhance the state of both our physical and natural environment for future generations of residents, businesses and visitors and ensure the future success and vitality of the community. To ensure the harmonious and interdependent relationship between the community's natural and built environment, we propose to commit to the following:

Key Intended Outcomes

1. Enhance the physical appearance of the City through:
 - Continued code education and enforcement of signage and appearance standards.
 - Initiate community-based cleanup programs in partnership with the Panama City Beach Chamber of Commerce and the waste management industry.
 - City maintenance of State Road 79
 - Recruit and train volunteer code rangers
 - Update codes and standards to retain and protect essential and distinctive characteristics of established and new neighborhoods.
2. Expedite and complete the proposed Front Beach Road and tourist corridor improvements in the Front Beach Road Community Redevelopment Area district.
3. Proactively enhance, protect and preserve the community's natural resources and environment that provide habitat, recreation, views and essential ecological functions.
 - Support beach renourishment and the protection of beach plants and animal habitats
 - Prioritize and pursue strategic acquisitions to preserve open space
 - Preserve natural and open spaces with dedicated funding sources
 - Expand and enhance stewardship and sustainability environmental programs and partnerships.
4. Increase public access to natural areas

5. Create a public arts program to celebrate the identity, heritage, culture and image of Panama City Beach.
6. Create timeless, monument gateway entry signs for residents and visitors that captures the spirit of Panama City Beach as a beach resort community in harmony with its natural and built environment.
 - Create gateway statements at the entrances of the City on State Highways 79 and 98.
 - Enhance landscaping and planting palette.
7. Create Neighborhood Service Teams consisting of City operating departments and neighborhood associations to enhance neighborhood appearances and sense of community.
8. The City must implement a long-range infrastructure investment program to remain desirable and vibrant. Plans and resources must be in place to operate, maintain and replace infrastructure, such as roads, parks, and landscaping throughout its useful life cycle.



Performance Measures

- Citizen survey overall appearance rating (excellent/good) _____
- Citizen survey cleanliness rating (excellent/good) _____
- Number of monument entry signs _____
- Citizen survey rating of PCB as a place to live (excellent/good) _____
- Citizen survey rating of overall image or reputation of PCB (excellent/good) _____
- Number of Neighborhood Service Teams _____

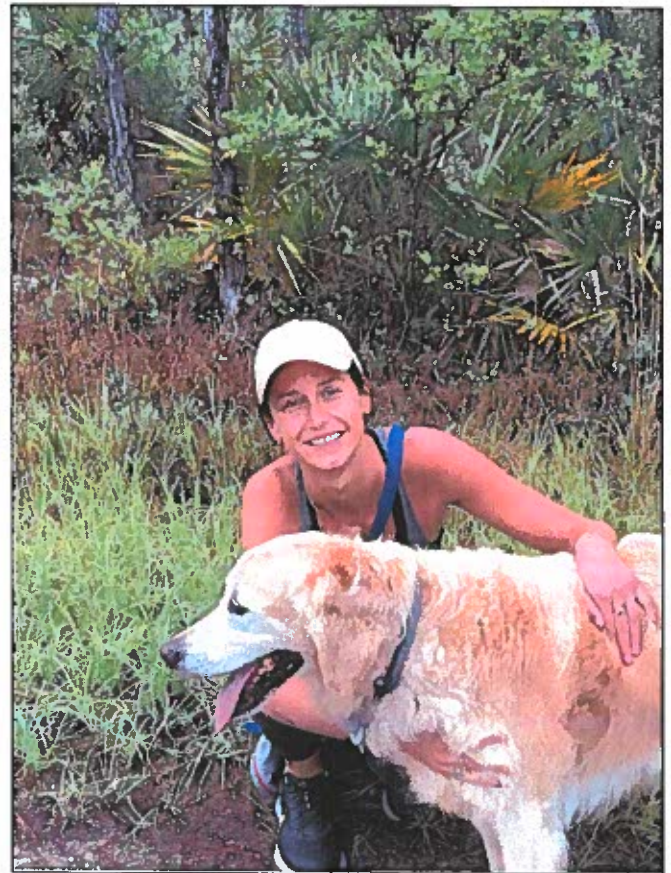
COMMUNITY QUALITY OF LIFE

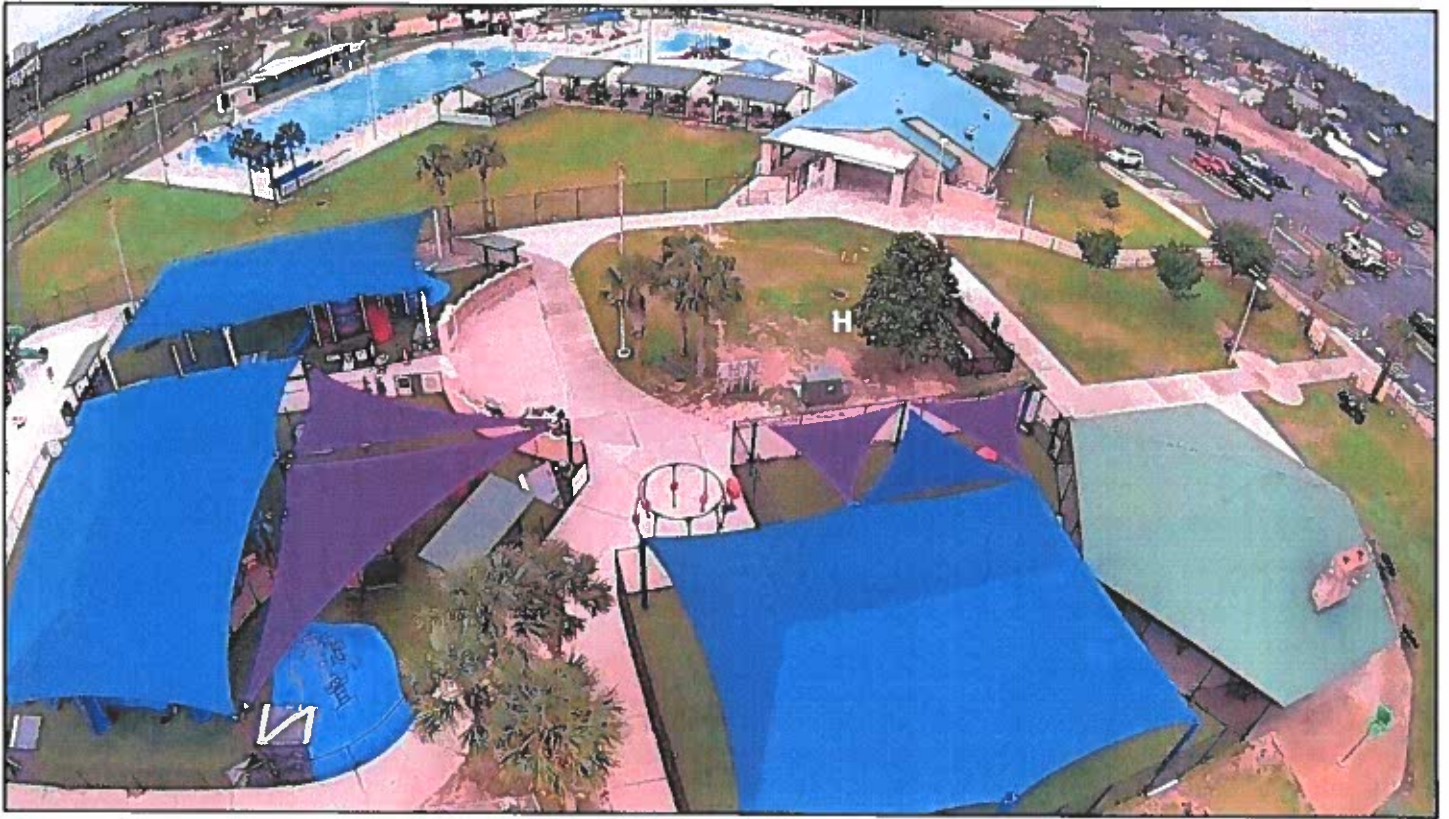
The City's overall quality of life is critical to Panama City Beach's desirability and sustainability. To further improve the community's quality of life, the City desires to invest in and seek partnerships to achieve enhancement in the cultural, recreational, health, aesthetic and educational assets of the community.



Key Intended Outcomes

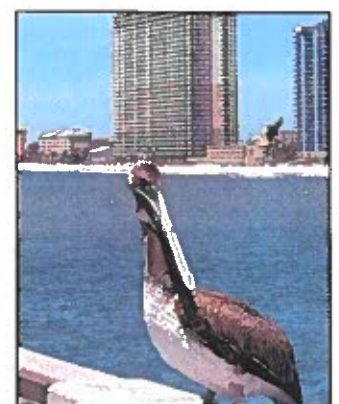
1. Align capital plans with community priorities.
2. Pursue opportunities to achieve the community's strong interest to attract and construct a new hospital with public and private partners.
3. Explore opportunities to enhance Aaron Bessant Park to host year-round cultural and entertainment performances.
4. Respond to the public's interest to upgrade Frank Brown Park with a new splash pad, therapy pool, skateboard facility, indoor gymnasium and athletic fields.
5. Develop comprehensive and attractive wayfinding signage to direct the public and visitors to key cultural, recreational and environmental assets.
6. Expand the community's biking and trail system.
7. Extend lifelong learning through educational institutional partnerships.





Performance Measures

- Citizen survey rating of the overall quality of life in PCB (excellent/good) _____
- Citizen survey rating of the quality of life (excellent/good) _____
 - ⇒ Parks/Recreation
 - ⇒ Natural environment
- Citizen survey rating of the overall opportunities (excellent/good) _____
 - ⇒ Health/welfare
 - ⇒ Education, culture and arts



Using the Strategic Plan

The strategic plan provides a framework for City policymaking, resource allocation, and department and employee work priorities. The vision, mission, values and strategic priorities are intended to have a long-term view. The vision is a statement of what the City wishes to become; the mission and values guide City staff in their service to the community; and the strategic priorities are those big buckets of “things that must get done” in order for the City to achieve the vision.

The strategic priorities provide a lens for viewing and understanding City business. Priorities were developed to ensure the City focuses on “the vital few” strategic priority to ensure the most significant and sustainable success for the City, and move the City toward its vision. The City can do many things to reinforce the strategic plan and truly integrate and operationalize it into the life and work of the organization including the following examples:

City Commission Agenda Items

City business can be connected to one (or more) of the six strategic priorities success factors. This can be included routinely as part of agenda staff reports. Using the icons for the priority factors can create a quick visual connection.

Budgeting and Goal Setting

- The Government Finance Officers Association (GFOA) encourages the inclusion of a strategic planning framework in the public budget document.
- Budget initiatives can be connected to how they support one or more of the critical success factors.
- When the City Council meets to adopt the annual budget, the strategic plan priorities should be used to prioritize its funding decisions to ensure it is matching the reserve allocation decision with its adopted priorities.

Communication

- The City’s newsletter, website and other similar communication tools can include updates on the implementation progress of key initiatives in the strategic plan to keep the public informed.
- Copies of the strategic planning framework can be posted around City buildings and the community.
- Employees exemplifying the City’s values should be acknowledged and rewarded.
- The City’s vision and/or values can be printed on the back of City employee business cards.



Performance Measures

Performance measures serve to monitor and guide implementation of the Strategic Plan. A comprehensive list of potential performance measures developed in consultation with City staff for each critical success factor follows.

Annual City Council Business Plan

The City is a big organization with many departments and constantly competing policy and resource allocation decisions each year. In an effort to clarify how policy and resource allocation reach the City Council for discussion, prioritization and action, an annual Business Plan is central to an efficient and effective City government and fulfillment of the Strategic Plan.

Business Plan Development

Strategy execution plays a vital role in the successful implementation of our Strategic Plan. The development of the Business Plan is key to our strategic execution. It links the strategic plan with our budget planning process, department and individual employee workplaces, and a performance measurement system to ensure that we are continuing progress towards the longer term objectives of the strategic plan and achievement of the plan's vision.

Where the strategic plan is Council-led, the Business Plan is Department-led and describes initiatives the City will undertake over the next 12 months. In addition, it ensures that performance measures with substantive targets and benchmarks are set and initiatives to improve performance, enhance services and meet customer needs have been identified. A three-step process guides departments through the development of business plans.

Step 1: Key Process Identification

Departments are asked to identify and review key processes. Key processes are those activities that are critical to the success of the department's mission, have a significant customer service focus, and consume a major portion of the department's budget. This phase also includes identifying the department's role in the organization, internal and external key customers, overall desired results from the customer's perspective, and external indicators that impact service delivery.

Step 2: Initiative Development

Department are asked to consider Council strategic goals, resident, business and employee surveys and performance measures to create initiatives for the coming year. Initiatives are the new programs, new projects, new actions and specific goals departments will implement during the next fiscal year. Departments are asked to link initiatives to an existing performance measure or if needed identify new performance measures. With a fair amount of stability in terms of key processes and performance measures, initiative development is the main focus in business plan development.

The annual Business Plan should be adopted by Oct. 1 of each year. It allows the City Council to agree on priorities and make those priorities clear to the staff and community. The business plan should also inform the budget process and product.

Strategic Plan Execution

Strategic execution is often the most difficult and challenging aspect of strategic management for an organization to tackle. Execution includes translating the strategy into operational plans, building organizational alignment and monitoring performance against plans to ensure an organization stays on course to achieve its strategy. Developing a comprehensive action plan that accounts for these execution building blocks and providing the necessary resources to make it happen will enable the City to achieve results that are more predictable, in line with its stated direction.

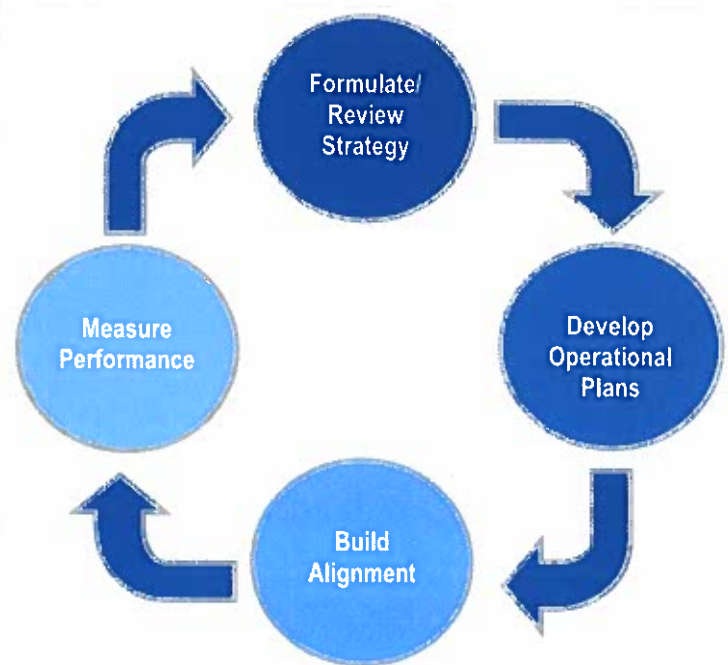
The model below depicts the four main components of strategic management and is considered best practice in the strategic management discipline. As shown in the model, strategic management is a cyclical process, including the following major elements.

Formulate/Review Strategy: Articulate the vision, mission, values, strategic priorities and key internal outcomes. Review the strategy at least annually and adjust as needed.

Develop Operational Plans: Develop departmental business plans and budgets that include the specific objectives, performance targets, initiatives/projects, resources and funding required to achieve the strategy.

Build Alignment: Communicate the strategy and plans internally and with key external stakeholders, incorporate strategic goals and objectives into employee performance plans and link compensation and reward to strategic results.

Monitor Results: Measure, analyze and report on performance results against plans/targets, resolve issues, make course corrections as needed, and share knowledge and best practices to improve overall organizational performance.



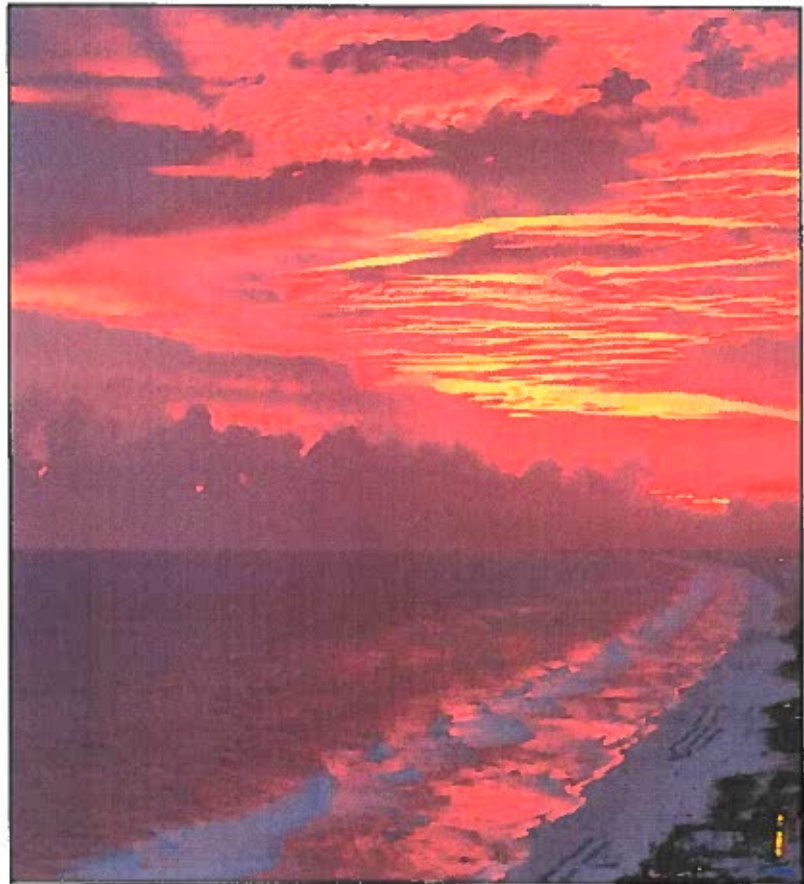
With the completion of the strategic planning process, the City has made a first step towards finalizing the “Formulate Strategy” phase through the validation of its vision, mission and values and the development and prioritization of its high-level strategic goals. The next steps in the transformation of the City’s operating model from business as usual to truly strategic management will require deliberate and systematic focus on the adoption and execution of the remaining three components of the cycle.

From Words to Action

The following critical steps describe how we will move from words to action and ensure alignment of the City's Strategic Plan, department and staff work plans, policies and budget:

- Each City department will create an annual Business Plan with specific action-oriented goals, work activities and performance measures to align with and make progress on the Strategic Priorities.
- City Council policy initiatives and discussions will focus on the Strategic Priorities.
- Senior management and employee performance evaluations will be linked with the Strategic Priorities.
- Strategic Priorities performance measures will be monitored and reported on to hold ourselves accountable for making measurable progress in achieving the strategic commitments.
- Periodic reviews of the Strategic Plan will be conducted by City Council to ensure that it continues to focus City government resources on the issues most important to the City Council and community.

Once the City Council adopts the City's new strategic plan, that strategy becomes the documented policy of the governing body and the City Manager is accountable for its execution. The Council should focus more on the desired outcomes and results they expect the City government to achieve and less on the detailed means/tactics by which those results are obtained. By ensuring the strategic goal attainment and operating results are measured and reported by management to the Council and the general public, an improved focus on accountability for results is created and can foster a climate of mutual confidence and trust between elected officials and appointed staff.

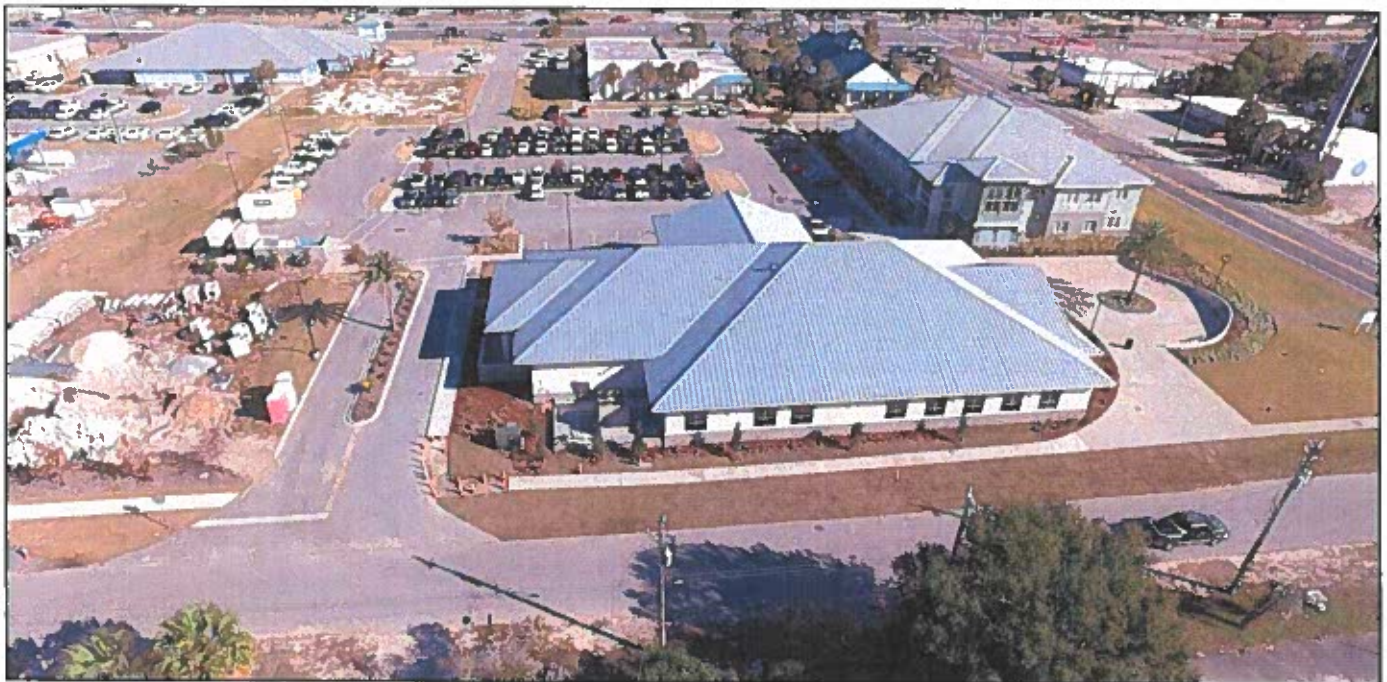
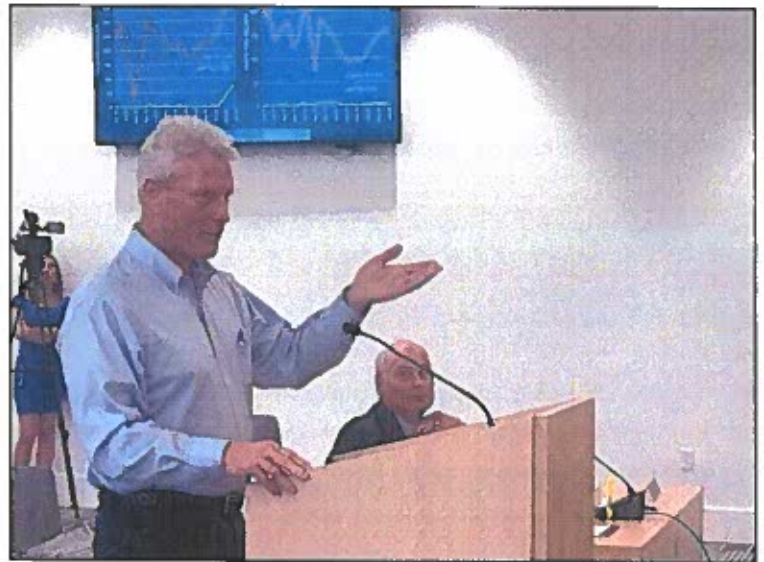


Going forward, the City Council and staff should follow a disciplined practice of collaborative planning and goal setting that is truly strategic in nature. An annual or even bi-annual strategic planning retreat should be considered and used to focus on the major challenges and opportunities

facing the City, allowing the Council to provide the City Manager and staff with the key strategic focus areas and policy direction for the planning period. The results of the strategic planning retreat and any guidance provided by the City Council then becomes the foundation for the staff's development of the annual budget and supporting departmental operating plans, performance measures and targets.

Upon adoption by the City Council, the Strategic Plan will be communicated to the community and the City staff. Semi-annual progress reports will be provided to the City Council and an annual progress report will be provided to the public.

We would like to thank the community, City Council and staff for having the foresight and dedication required to develop a shared purpose and strategic plan to achieve significant and sustainable success for the City of Panama City Beach. Systematic attention to this Strategic Plan will allow the City to stay focused on what is most important to our citizens and drive advancement in the areas that matter most to them.



**REGULAR
ITEM #6**



City of Panama City Beach

August 13, 2020

TO: Mayor and City Council
FROM: Tony O'Rourke, City Manager
RE: Proposed Public Safety Advisory Committee

The City Council has previously directed staff to create Advisory Committees focused on Financial Management, Economic Development and the Community Redevelopment Agency. To that end, staff recommends an advisory committee to improve the City's public safety. The following is the proposed mission statement and 2020-2022 assignments for a Public Safety Advisory Committee.

MISSION STATEMENT

The mission and function of the Public Safety Advisory Committee is to preserve and enhance the quality of life in Panama City Beach by providing advice on issues relevant to public safety, including prevention, awareness, education, intervention, enforcement and community outreach.

PROPOSED 2020-2022 ASSIGNMENTS

- Review and make recommendations for beach safety initiatives to mitigate drownings
- Review and make recommendations on community livability related to crime prevention and traffic safety issues.
- Examine need and development of a police substation and new fire station in the eastern portion of the City.
- Review and analyze the City's Emergency Management Plan
- Review potential technology enhancements to optimize police, fire and beach safety effectiveness.
- Review of City's emergency medical services and future options.
- Provide and increase community involvement and partnerships in crime and fire prevention.

Each Council member shall nominate one member to this Public Safety Advisory Committee. There are no specific residence or experience requirements for a person nominated to serve on this Advisory Committee.

In addition to your Advisory Board appointments, we request you appoint a City Council member to serve as the Public Safety Advisory Committee liaison.

RESOLUTION 20-154

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA,
ESTABLISHING A PUBLIC SAFETY ADVISORY COMMITTEE, ITS
PURPOSE, MEMBERSHIP, DUTIES AND DURATION.**

BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida, that a Public Safety Advisory Committee ("PSAC") is hereby established.

- A. Mission and Purpose. The purpose of the PSAC shall be to preserve and enhance the quality of life in Panama City Beach by providing advice on issues relevant to public safety, including prevention, awareness, education, intervention, enforcement and community outreach.
- B. Membership. The Committee shall consist of 5 voting members who shall be appointed by the City Council and who shall serve without compensation. Each Councilperson shall nominate one member to the Committee, and one Councilperson shall service as liaison to the Committee. Any interested person shall be eligible to serve on the PSAC.
- C. Duties and Objectives. The Committee shall:
 - i. Review and make recommendations for beach safety initiatives to mitigate drownings.
 - ii. Review and make recommendations on community livability related to crime prevention and traffic safety issues.
 - iii. Examine need and development of a police substation and new fire station in the eastern portion of the City.
 - iv. Review and analyze the City's Emergency Management Plan.
 - v. Review potential technology enhancements to optimize police, fire and beach safety effectiveness.
 - vi. Review of City's emergency medical services and future options.
 - vii. Provide and increase community involvement and partnerships in crime and fire prevention.
 - viii. No less than annually, the Committee shall make a report to the Council regarding its activities, findings and recommendations.
- D. Meetings. The Committee shall meet at least quarterly.
- E. Duration and Sunset. The Committee shall dissolve on September 30, 2022, unless its duration is extended by Resolution of the City Council.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

Jo Smith, Interim City Clerk

Resolution 20-154

REGULAR

ITEM #8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

8/13/2020

3. REQUESTED MOTION/ACTION:

Approve Panhandle Engineering Task Order 2020-01 to provide Professional Engineering Design and Permitting Services for the Panama City Beach Pkwy Northside Sidewalk Project

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

In accordance with the MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND PANHANDLE ENGINEERING, INC. RELATING TO PROFESSIONAL ENGINEERING SERVICES FOR MINOR ROADWAYS, SIDEWALKS AND MULTI-USE TRAILS dated JANUARY 19, 2016, Staff requests approval of the attached Panhandle Task Order 2020-01 to provide Professional Engineering Design and Permitting Services for the Panama City Beach Pkwy Northside Sidewalk Project

In an effort to improve the operation of the Nautilus Street traffic signal on PCB Parkway, staff recommends the construction of a pedestrian sidewalk on the north side of PCB Parkway from Nautilus Street to Pier Park. This will help to reduce the amount of pedestrians crossing from north to south to utilize the existing sidewalk on the south side, resulting in an increase to PCB Pkwy green signal time.

The amount of the design task order is \$44,831 and will take approximately 180 days to complete. The project will require a wetland permit to cross one wetland in the right of way and potentially two others. Proportionate share (concurrency) funds on hand will be used to fund the design task. A budget amendment is attached which reflects the transfer of the proportionate share funds from the CRA to the General Fund and appropriation of the same for the design services.

The estimated cost of construction is \$418,413 and will be included in the FY 2021 budget should you choose to proceed with this project. A portion of the construction costs will be funded with proportionate share monies and the balance will be funded with previously assigned reserves.

Attachments: Task Order 2020-01 Master Services Agreement Resolution
Panhandle Engineering Proposal Site Map Wetland Map



City of
Panama City Beach

PCB Public Works

116 S. Arnold Rd.
PCB, FL. 32413
P: (850) 233-5054
F: (850) 233-5108
www.pcbgov.com

December 4, 2019

Panhandle Engineering
3005 S. Highway 77
Lynn Haven, Fl. 32413

RE: Extension of Contract RFQ:

Engineering Services for Roadway, Sidewalk and Multi-Use Trail Facilities for survey and design of minor transportation projects, including construction or other improvements of roadways, sidewalks and multi-use trails throughout the City on an as-needed basis (agreement dated January 28, 2016)

This letter is to serve as notice of the City's intent to exercise its option to renew the Engineering Services for Roadways for overall City survey and design of minor transportation projects agreement between the City of Panama City Beach and Panhandle Engineering. Continue upon the same terms and conditions for the term of two year, pursuant to the General Section of the Agreement. This letter will extend the current Agreement to December 2022.

2022 -> 2 year extension

This is the first extension allowed under the MSA. There is 1 more two-year extension allowed under the original agreement.

Holly White
Interim City Manager

Chris Forehand
Vice President

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 8
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

RESOLUTION 20-155

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH PANHANDLE ENGINEERING INC. FOR DESIGN OF A SIDEWALK ALONG PANAMA CITY BEACH PARKWAY IN THE BASIC AMOUNT OF \$44,831; AND AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR THIS CONTRACT.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order 2020-01 to the Master Services Agreement for Professional Engineering Services for Minor Roadways, Sidewalks and Multi-use Trails between the City and Panhandle Engineering, Inc., relating to the design of a sidewalk along the Panama City Beach Parkway between Nautilus Road and North Pier Park Drive, in the basic amount of Forty Four Thousand, Eight Hundred Thirty One Dollars (\$44,831.00), in substantially the form attached and presented to the Council today, draft dated July 23, 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.
2. The following budget amendment #51 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2019 and ending September 30, 2020, as shown in and in accordance with the attached and incorporated Exhibit A.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk

July 23, 2020

Mr. David Campbell, PE
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

dcampbell@pcbgo.com

RE: **PCB Parkway Northside Sidewalk**
PE Task Order 2020-01
PE File #12061

Dear Mr. Campbell:

Panhandle Engineering, Inc. appreciates the opportunity to provide professional engineering services to the City of Panama City Beach. Based on the information you provided, our onsite recon and familiarity with the local conditions and permitting requirements we have prepared and attached a proposed Task Order.

It is our understanding that the scope of services is to prepare construction plans for a 6' wide PCC pedestrian sidewalk along the northside of Panama City Beach Parkway between Nautilus Street and Pier Park North. The entire route is approximately 1.1 miles, however there is an existing 700' sidewalk in front of the Harley Davidson center and 500' in front of the new C-Store that will remain.

It is our understanding that that improvements are within the FDOT ROW and the alignment routes through uplands except a nominal 250' wetland crossing east of North Gulf Blvd. FDOT permitting is included within our scope. Sidewalks are exempt from the State ERP stormwater permitting, so no treatment or attenuation is required. Applicable State and Federal wetland impact permitting is included.

We have prepared a conceptual sidewalk plan for the proposed route and prepared a pre-design opinion of probable cost for construction, to be **\$418,314** which includes a 20% contingency. Our total proposed fee is **\$44,831** and includes the services of Cypress Environmental (\$3,000) regarding the only the wetland crossing east of North Gulf Boulevard.

The attached Task Order describes our proposed scope of work for design, plan preparation, permitting and bidding support services. If construction support services are requested, we will provide you an Addendum based on a defined scope.

Thank you for the opportunity to provide services to the City. If this proposal is acceptable to the City Council, please provide us an approved Task Order.

If you have any questions, please give me a call.

PANHANDLE ENGINEERING, INC.


James H. Slonina, PE
President

P\12061 Sidewalk @ PCB Pkwy\3 Admin\1 Proposal\8 JULY 2020\12061 Proposal for PCB Parkway Sidewalk Updated 23July2020.docx



civil engineer
environmental
land planning
roads + bridges
stormwater
water + wastewater

PANHANDLE ENGINEERING, INC.
3005 Lynn Haven Parkway
Lynn Haven, FL 32444
P: 850.763.5200
F: 850.769.0730



CITY OF PANAMA CITY BEACH
PCB PARKWAY NORTHSIDE SIDEWALK
PE FILE NO.12061
TASK ORDER 2020-01

This Task Order is for the purpose of *Panhandle Engineering, Inc. (PE)* as the Engineer to provide professional services for the Panama City Beach Parkway Northside Sidewalk to the *City of Panama City Beach (City)* acting by and through its Council. PE has developed the following scope of services and associated fee schedule.

DESCRIPTION SCOPE OF SERVICES

SURVEYING

CADD Furnished by Client*

DRMP has previously surveyed the proposed sidewalk routing. DGN files of the survey data will be provided to PE. The survey data will consist of topographical information with one foot contours to include cross sections at 100 foot intervals from Edge of Pavement to the north Right-of-Way line and detailed roadway crossings. Survey data will also locate all underground, above ground utilities, and other improvements in the Right-of-Way along the proposed path from the edge of pavement to the north Right-of-Way line.

*If this information is not available or if FDOT requires a digitally signed survey we will solicit a proposal from Dewberry for City approval. We have worked successfully on many projects with PRI/Dewberry. Dewberry would perform all surveying work and will be a sub-consultant to PE, or direct to the City.

DESIGN AND PREPARATION OF CONSTRUCTION PLANS

\$41,831

A. Sidewalk Design – \$30,831

Panhandle Engineering, Inc. (PE) will provide design to meet minimum requirements of FDOT and City standards to include clear zones, hand rail, handicapped accessibility, slope design, crossings where applicable, appropriate signage as applicable, and minimal surface drainage where needed.

1. Design of the sidewalk improvements will be based on the Florida Green Book, FDOT Design Standards, MUTCD, and ADA.
2. PE will design all driveway and existing sidewalk connection points with necessary ramps, DWS, handicapped accessibility, and slope, clear zone and hand rail as applicable.
3. PE will provide details for slope stabilization, erosion control, staging, and technical specifications.
4. PE will provide construction plans with the details for bidding.

B. Meetings - \$2,500

PE will attend meetings with the City as required to efficiently complete the services required under this scope of work.

1. Kick-off meeting with City Staff.
2. Preliminary layout meeting at 30% to evaluate options for sidewalk placement.
3. 60% review meeting with City Staff.
4. 90% construction plan review meeting.
5. Meeting with FDOT for permitting.
6. Pre-application meetings with WMD & ACOE

C. Permitting - \$8,500

1. PE will prepare the FDOT Right-Of-Way Use Permit Application Package and submit to FDOT for approval.
2. PE and our consultant, Cypress Environmental, will prepare WMD & ACOE wetland Impact applications, including calculations, drawings and environmental impact narrative, as applicable.

BIDDING SUPPORT SERVICES

\$ 3,000

Panhandle Engineering, Inc. (PE) will provide specifications to City of Panama City Beach in standard template format with detailed bid schedule and advertisement. PE will attend pre-bid conference and respond to bidder's pre-bid RFIs. PE will attend bid opening, if requested.

EXCLUSIONS

1. All agency permit application fees.
2. Electrical, cable, telephone, gas, water sewer, or other communication utility design/relocation.
3. Wetland mitigation plan or mitigation bank purchases.
4. Wetland permitting for other un-delineated crossings
5. Geotechnical Evaluation and Testing.
6. Advertisement Fees.
7. Copies of Plans for Bidding – PE will charge bidders/plan holders for copies as applicable.
8. Stormwater Attenuation Design/Permitting.
9. Construction Phase Support services.

PROPOSED FEE SCHEDULE

Professional Services Fees

- A. Surveying
\$N/A
- B. Engineering/Design/Permitting
\$41,831
- C. Bidding Support Services
\$3,000

Total \$44,831

Panhandle Engineering, Inc.
3005 US Hwy 77
Lynn Haven, FL 32444

By: 

Name: James H. Slonina, PE.

Title: President

Witnessed: 

Date: 7-23-20

City of Panama City Beach, Florida
110 S. Arnold Road
Panama City Beach, FL 32413

By: _____

Name: _____

Title: _____

Witnessed: _____

Date: _____

PANHANDLE ENGINEERING, INC.



PCB PARKWAY- NORTH SIDEWALK - NAUTILUS TO PIER PARK
PE Project No. 12061

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
GENERAL					
1	Mobilization (5% of Bid Max)	1	LS	\$ 18,402.00	\$ 18,402.00
2	Bonds and Insurance (2% of Bid Max)	1	LS	\$ 7,360.80	\$ 7,360.80
3	Maintenance of Traffic (2% of Bid Max)	1	LS	\$ 7,360.80	\$ 7,360.80
4	Erosion Control/NPDES	4900	LF	\$ 3.50	\$ 17,150.00
SUBTOTAL					\$ 50,273.60
SIDEWALK CONSTRUCTION					
5	Clearing and Grubbing	4900	LF	\$ 3.00	\$ 14,700.00
6	Import fill hauled and placed	2500	CU YDS	\$ 10.50	\$ 26,250.00
7	Earthwork	2500	CU YDS	\$ 5.00	\$ 12,500.00
8	6' Wide Concrete Sidewalk, 4" Thick	27,000	SQ FT	\$ 6.00	\$ 162,000.00
9	Thermoplastic Crosswalk	222	LF	\$ 25.00	\$ 5,550.00
10	FDOT Handrail	250	LF	\$ 120.00	\$ 30,000.00
11	Side Drain Culvert Extension - 24" RCP	24	LF	\$ 75.00	\$ 1,800.00
12	Side Drain Mitered End - 4:1	2	EA	\$ 3,000.00	\$ 6,000.00
13	Detectable Warnings and Ramp	6	EA	\$ 1,025.00	\$ 6,150.00
14	Sod	9,800	SQ FT	\$ 3.75	\$ 36,750.00
15	Seed and Mulch	5,000	SY	\$ 1.00	\$ 5,000.00
20% CONTENGENCIES					\$ 61,340.00
SUBTOTAL					\$ 368,040.00

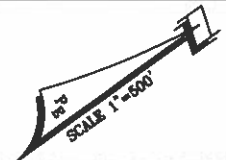
Notes:

- Does not include R/W acquisition.
- The preceding opinions of probable costs have been compiled based on aerial photography, conceptual level sketches and a general knowledge of construction costs at this time.
- No survey work, engineering studies or geotechnical exploration have been performed.
- Engineer has no control over materials and labor costs, contractor's mean and methods, and cannot guarantee that the opinions expressed in this OPC will not differ from actual construction costs. Additional costs are possible.

\$418,314

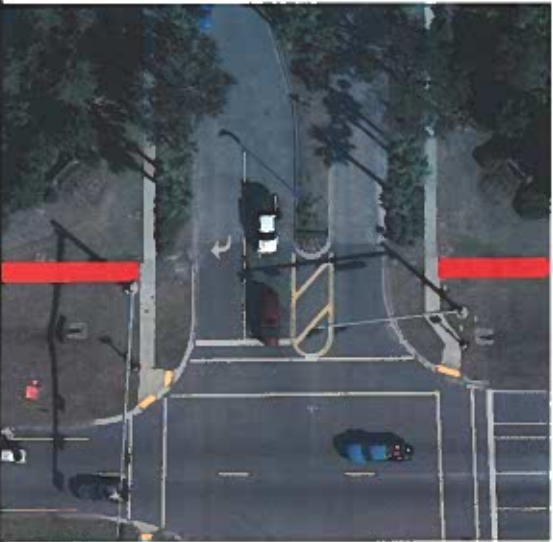
FOR SCALE VERIFICATION AFTER DUPLICATION THIS LINE SHOULD BE 1" LONG

PROPOSED SIDEWALK

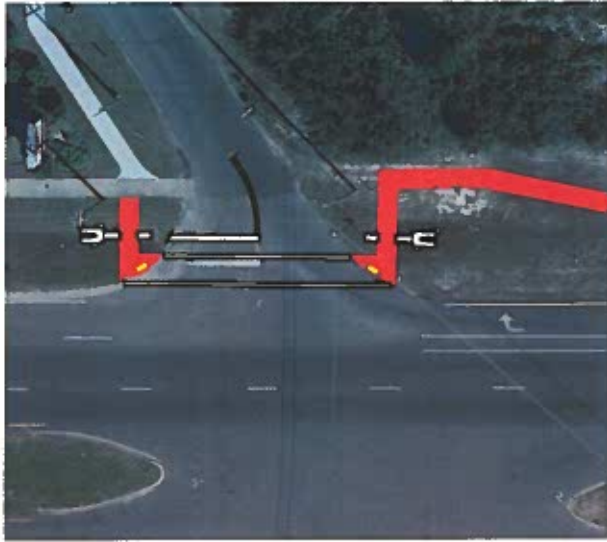


1498+00 1500+00 1502+00 1504+00 1506+00 1508+00 1510+00 1512+00 1514+00 1516+00 1518+00 1520+00 1522+00 1524+00 1526+00 1528+00 1530+00 1532+00 1534+00 1536+00 1538+00 1540+00 1542+00 1544+00 1546+00 1548+00 1550+00 1552+00 1554+00 1556+00 1558+00 1560+00 1562+10

PROPOSED SIDEWALK ROUTING
SCALE: 1" = 500'



CAMBRIDGE BLVD INTERSECTION
SCALE: 1" = 40'



N GULF BLVD INTERSECTION
SCALE: 1" = 40'

CAD FILE: 12061_CSP.dwg
DWR BY: JRM
DATE: JUNE 2020
SHEET NO: 1
PROJECT NUMBER: 12061

PANHANDLE ENGINEERING, INC.
 3205 South Highway 77, Suite 102A
 Panama City Beach, Florida 32413
 (850) 934-3300 Fax (850) 934-0720
 www.panhandleengineering.com

CONCEPTUAL SIDEWALK PLAN
 PANAMA CITY BEACH PARKWAY SIDEWALK
 NAUTILUS STREET TO PIER PARK NORTH
 PANAMA CITY BEACH, FLORIDA

\\panhandle\engineering\2020\12061\12061_Sidewalk_PCS.dwg P:\12061_Sidewalk_PCS.dwg P:\12061_Sidewalk_PCS.dwg P:\12061_Sidewalk_PCS.dwg



Source: <http://maps.baycountyfl.gov>

12061 Wet Areas



This data is provided with understanding that the conclusions drawn from such information are solely the responsibilities of the user. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed. Bay County GIS Division - 850.248.8071 - gis.division@baycountyfl.gov

Printed: 6/26/2020



**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 51

FUND	GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-0000-381.00-00	Interfund Transfers In	(142,400.00)	(44,831.00)	(187,231.00)
TO	001-4100-541.63-10	Improvements	0.00	44,831.00	44,831.00
			0.00	0.00	0.00
			0.00	0.00	0.00
	CRA				
TO	160-8100-581.91-10	Interfund Transfers Out	142,400.00	44,831.00	187,231.00
FROM	160-5901-559.95-00	Reserves Restricted	14,573,725.00	(44,831.00)	14,528,894.00
			0.00	0.00	0.00
		Check Adjustment Totals:	14,573,725.00	0.00	14,573,725.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To record transfer of proportionate share funds from the CRA to the General Fund to be utilized for design services associated with the construction of a sidewalk located on PCB Parkway (North)

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

EXHIBIT A

REGULAR
ITEM #9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department

2. MEETING DATE:

08/13/2020

3. REQUESTED MOTION/ACTION:

The City Council is requested to approve Mr. Rick Ehle to fill the Qualified Elector seat on the Examining Board (application attached).

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)

Advertising for the vacant seat (Qualified Elector seat) on the Examining Board has been on-going for several months. The City received an application from Mr. Rick Ehle who is a qualified elector of the City. Staff recommends appointing Mr. Ehle to the Qualified Elector seat on the Examining Board.

COMMITTEE VOLUNTEER
EXAMINING BOARD APPLICATION- CIVILIAN
PLEASE PRINT

NAME: Rick Ehle
HOME ADDRESS: 106 JOHNSON BAYOU DR. PANAMA CITY BEACH, FL
MAILING ADDRESS: _____ 3240

Home Phone: _____ Business Phone: 850-872-1004 Cell: 850-819-2182

How is it best to contact you during the day? CELL PHONE

E-mail Address: rehle@Peader.com Fax Number: _____

Business Address: 618 W. Baldwin Rd PANAMA CITY, FL 32405

Are you a registered voter of the City of Panama City Beach? Yes No
Do you hold a public office? Yes No

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

Please provide, if desired, briefly your education and experience. Licensed Electrician
General Manager - (Peader Air Conditioning - Plumbing - Electrical)

Examining Board meets as needed monthly 3rd Monday, 3 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Examining Board in a voluntary capacity. See attached.

Rick Ehle
Signature of Applicant

7-15-2020
Date

Please return the completed form to Jo Smith at the City Manager's office in person, via email to jsmith@pcb.gov or via fax at (850) 233-5108. Closing Date for applications us UNTIL FILLED.

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

NOTE:

PLEASE INCLUDE RESUME WITH APPLICATION.

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

RECEIVED

JUL 15 2020

**IN OFFICE OF
THE CITY CLERK**

RICK EHLE

106 JOHNSON BAYOU DR. PANAMA CITY BEACH, FL 32407

C 850-819-2182
RICKEHLE@YAHOO.COM

PROFILE

I have over 20 years of management and mechanical experience. I have various licenses, certifications and experience in Design and installation of Electrical, HVAC, Plumbing, compressed air, Access Control, Security, Fire Alarm and Carpentry.

EXPERIENCE

Peaden – General Manager 3/16/2020 - Present

- Responsible for the overall growth and direction of the branch
- Manages the process to ensure customer satisfaction, job timing, and total costs
- Provides leadership to the Management team by establishing daily, weekly, monthly, and annual company goals.
- Coordinates with the Regional Manager and Ownership to provide updates and process improvement.
- Assists Accounting on Customer billing, signing of contracts, costing, manning and financial budgets.
- Manage CSP and Dispatch department to support to customer requests and inquiries and scheduling.
- Reviews and Approves all KPI's and annual reviews for the employees in the branch.

Precision Plus – V.P. of Operations 12/4/2017 – 3/14/2020

- Responsible for the overall coordination and development of the team aspect of the workforce
- Manages the manufacturing equipment and personal assets of the Company to achieve Customer On-Time Delivery, Lead time, Productivity and Total Costs of Manufacturing objectives
- Provides leadership to the production team by establishing daily, weekly, monthly, and annual production goals.
- Provides leadership to the Maintenance/Facilities Manager to ensure plant equipment is adequately maintained and capable of supporting production requirements and productivity levels.
- Provides leadership to the Production Manager to evaluate new equipment, processes, and techniques to drive continuous improvement to reduce setup times, scrap, rework, and total cost of goods.
- Coordinates with the V.P. of Engineering/Sales and Quality Assurance Manager to support new product launches, and process improvement.
- Provides leadership to 12 direct reports and 80 indirect reports to maintain and execute training and continuous improvement for all employees within the departments.
- Manage the Director of Workforce Development and assist in the hiring of youth apprenticeships and interns as well as hiring new employees
- Manage the IT administrator and IT dept. Review the IT growth plan and approve any necessary server, software and computer needs.
- Assists Accounting in the establishment of work center standard costing, manning and equipment requirements for development of financial budgets.
- Manage CSP department to support customer services and responsiveness to customer requests and inquiries.
- Performs annual performance appraisals of all direct reports. Recommends when necessary Performance Improvement Plans and/or disciplinary action and works with Human Resources to properly and consistently administer
- Supports adherence to Quality Policies and Systems to maintain controls and ISO certifications.

- Provides monthly and quarterly Management Review reports/and or metrics to report progress to the President for review

Freedom Graphic Systems, Inc. – Corporate Facilities Manager – 9/6/2005 - 12/1/2017

- Manage maintenance, facilities, janitorial and construction department personnel of 6 facilities in 3 different states.
- Design facility expansion projects and create usable plans using Visio software or AutoCAD LT.
- Produce cost projections for projects using in-house trades personnel and outside contractors.
- Coordinate expansion projects and machinery relocation projects to ensure it comes in on time and budget.
- Negotiate utility costs with utility companies to ensure the lowest utility costs for all facilities
- Manage all Preventive Maintenance and New Project Work Orders
- Responsible for year-end Inventory for 7 departments in 6 Facilities and create summary excel spreadsheet for Auditors.
- Design and install fire alarm, HID access systems, security systems, trim systems and fiber optic systems
- Design, install and/or maintain all HVAC, Plumbing, Electrical and Construction Projects
- Train all Maintenance employees on all required systems to create a better diversified group
- Osha 10 certified
- Arc-flash certified
- Responsible for Thermo-scan imaging of all necessary equipment.
- Maintain 5 personal properties owned by the president.
- Work directly for the President, Vice President and CFO of the company

Richter Electric Inc. – Estimator/Project Manager – 5/26/1999– 9/5/2005

- Visit site and discuss with customers the discuss scope of projects
- Estimate cost of work and submit for bid acceptance
- Order material and final job cost breakdown
- Manage employees on jobs and provide them with technical assistance as needed.
- Project Manage job from beginning to end and hire individuals as needed to complete project on time
- After job completion, total all costs, profit, overhead and approve final billing.
- Work directly for owner and provide daily progress reports

Cap Electric, Inc –Electrician/Shop Foreman/Estimator-1/20/1988-5/26/1999

- Worked and completed an electrical apprenticeship program through the state of Wisconsin
- Worked as journeyman electrician
- Moved into job foreman position
- Accepted the estimator/project manager position
- Maintained all operations of the business as owner was terminally ill
- Visit site and discuss with customers the discuss scope of projects
- Estimate cost of work and submit for bid acceptance
- Order material and final job cost breakdown
- Provided technical assistance to employees as needed

EDUCATION & RELEVANT COURSEWORK

Craig High School-Janesville, WI 1981-1985

- Graduated and received high school diploma
- Basic Electrical Classes

Blackhawk Tech – IBEW 1988-1992

- Completed the State of Wisconsin- Journeyman Electrician Apprenticeship Program

University of Tennessee, Knoxville

- Completed Technical Course for configuring and installing structured wiring systems
- Completed Technical Course for Estimating and Project Managing

TECHNICAL SKILLS

- State of Wisconsin Inside Wire Electrical License
- Osha 10 Certified
- Arc Flash Certified
- Certified in Installation of Fire Alarm Systems
- Certification in Installation of Structured Wiring and Local Area Networks
- Instructor Certification for Data Wiring and Networking
- Certification in Structured Cable Design and Administration
- Certification in Fiber Optic Installation and Terminating
- Certification in Basic Estimating for Construction
- Project Management and Electrical Estimating (Vision EBM Software)
- Installed HID access card systems
- Trained in Installation of security systems
- Fluke thermo scan imaging technology
- CMMS system
- Visio Design Software
- AutoCAD LT
- Windows Operating System
- Microsoft Word
- Microsoft Excel
- Microsoft Project
- Microsoft Outlook
- ISO 9001:2015 Internal Auditor Training
- AS 9100D Internal Auditor Training

REFERENCES

Relationship: Business and Personal Relationship from 2010 to Present

Steve Schumacher
Branch Manager/Broker Wells Fargo Advisors
400 Midland Court suite 103
Janesville, WI 53546
608-289-9767 steve.schumacher@wellsfargoadvisors.com

Relationship: Former Employer from May 25th, 1999 to Oct 6th, 2005

Randy Richter
Owner
3220 N. Pontiac Dr.
Janesville, WI 53545
608-751-2315 randy@richterelectric.net

Relationship: Business relationship contracted contractor 9/2005 to present

John Williams
Project Manager Gilbank Construction
301 Scott Dr.
Clinton, WI 53525
608-751-6341 johnw@gilbankconstruction.com

Relationship: Personal Acquaintance from 2002 to Present

Shane Hackney
Project Manager/ Self Employed
N477 Fremont Rd.
Whitewater, WI 53190

REGULAR

ITEM #11



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration/Tony O'Rourke

2. MEETING DATE:

August 13, 2020

3. REQUESTED MOTION/ACTION:

Staff requests a partnership with PCB-based Sunshine Art Center to create a participatory public art program 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)

Public art has long been recognized as a community asset that adds great value to the cultural, aesthetic, and economic vitality of a community.

To achieve the benefits of a public arts program, staff proposes developing a partnership with the Panama City Beach-based Sunshine Art Center to create a participatory public art program. The program would allow the community to play an active role in the creation of public art rather than merely be an appreciative viewer.

The City proposes to partner with the Sunshine Art Center of Panama City Beach, under the direction of Helen Ferrell, to create a public art project that would invite local schools, community organizations, businesses, churches, etc., in partnering and showcasing a series of sea life fiberglass sculptures in the City's public right-of-way. The sculptures will consist of a series of sea animals such as stingray, dolphin, sea turtle, shrimp, shark, seahorse and swordfish.



City of Panama City Beach

August 13, 2020

TO: Mayor and City Council
FROM: Tony O'Rourke, City Manager
RE: Public Arts Project

Public art has long been recognized as a community asset that adds great value to the cultural, aesthetic, and economic vitality of a community.

The organization Americans for the Arts stated "...public art can be an essential element when a municipality wishes to progress economically and ... cities with an active and dynamic cultural scene are more attractive to individuals and businesses." Places with a strong public art presence give a community a strong sense of place and identity that helps distinguish them over the sameness and blandness of so many communities. The payback of public art, as experienced by other cities and towns nationally includes:

- Public space enhancement
- Environment more attractive to business development
- Growth in cultural tourism
- Community identity as an arts/cultural destination
- Growth in community engagement, pride and sense of place

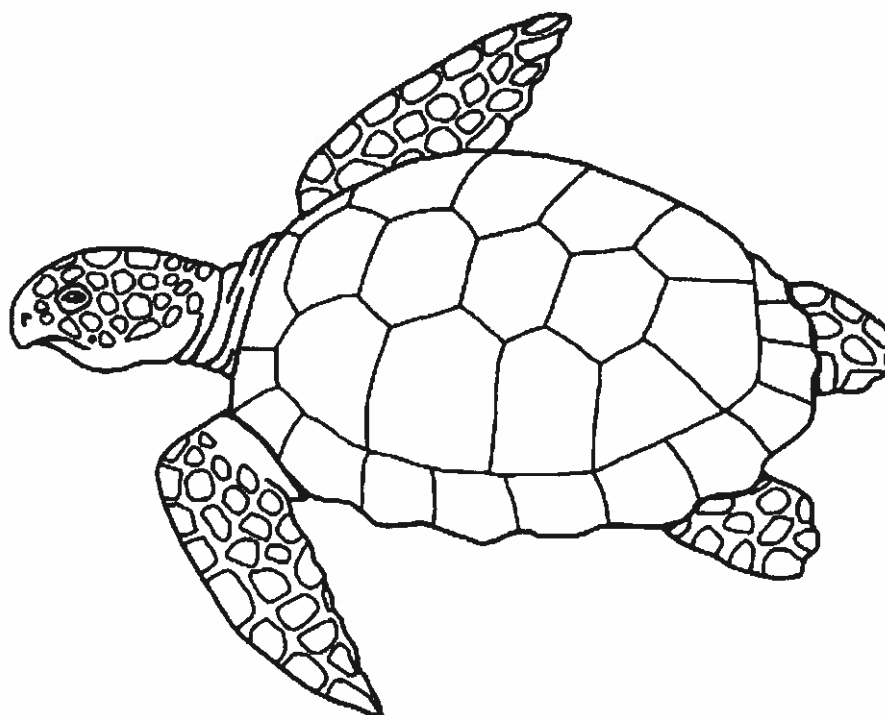
To achieve the benefits of a public arts program, staff proposes developing a partnership with the Panama City Beach-based Sunshine Art Center to create a participatory public art program. The program would allow the community to play an active role in the creation of public art rather than merely be an appreciative viewer.

The City proposes to partner with the Sunshine Art Center of Panama City Beach, under the direction of Helen Ferrell, to create a public art project that would invite local schools, community organizations, businesses, churches, etc., in partnering and showcasing a series of sea life fiberglass sculptures in the City's public right-of-way. The sculptures will consist of a series of sea animals such as stingray, dolphin, sea turtle, shrimp, shark, seahorse and swordfish.

The City proposes to commit \$7,500 to the partnership with an equal or greater amount raised by the Sunshine Art Center. The City funds would be budgeted for FY 2021. In FY 2021 we propose 12 sculptures be purchased at a cost of approximately \$13,000-\$15,000 including shipping and urethane sun protection coating.

The proposed program partnership would consist of the following elements:

- Interested local organizations, schools, businesses, churches, volunteer groups, etc., can submit a proposal, draft drawing and/or concept description for a design of one of the sea animals.



- The Sunshine Art Center will review each application of proposal and recommend to the City Council the best designs for each of the 12 animal sculptures based on the guidelines set by the Sunshine Art Center. The City Council will choose the final selected designs.

Guidelines for Applications

- Applicants must live or work in Panama City Beach.
- Applicants must submit an application form along with their proposals and concept drawings to the Sunshine Art Center, P.O. Box 128, 7940 Front Beach Road, Panama City Beach, FL 32407 or email to Helen at beachartgroup@att.net.
- Applicants must furnish all supplies needed for their design concept (except the fiberglass animal sculpture) and must follow painting guidelines furnished.

- Applicants may submit more than one design proposal, but only one design for each of the different sea animal sculptures available.
- Applicant contact or group leader must be 18 years or older – group participants can be younger.
- Must agree to maintain and touch up paint for the duration of the time the design is installed.
- Participate in the Dedication Program.

Selection and Criteria

- Aesthetic value
- Appropriateness to site location
- Diversity of style, scale, media and artistic expression
- Authentic/Celebration/Whimsical expression theme
- Maintenance Requirements
- Excites the imagination and enjoyment of public art
- Recognizes the diversity of the community
- No text

Should the City agree with the proposed partnership, it would install the artwork in the public rights-of-way such as parks, medians, neighborhood entries, etc.

The artwork would be property of the City, however, the organization that created the artwork would be required to maintain it.

To accommodate the public art project, the City's sign code would need to be amended to exempt the public art project from the existing sign code regulations.

In summary, we believe a public art program and partnership to execute and manage it would be an asset for the City to celebrate its identify, heritage, character and sense of place at a nominal expense, but maximum benefit to the community.

**REGULAR
ITEM #12**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PARKS AND RECREATION / JIM PONEK

2. MEETING DATE:

AUGUST 13, 2020

3. REQUESTED MOTION/ACTION:

DISCUSS ISSUANCE OF A REQUEST FOR PROPOSALS FOR THE CITY'S PROPERTY ALONG THE BEACH FRONT AT THE RUSSELL FIELDS PIER.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

SINCE 2010 THE CITY HAS LEASED ITS BEACHFRONT PROPERTY TO COASTAL PARASAIL. THIS INCLUDES THE CURRENT HOOK'D PIER BAR AND GRILL, HALF HITCH TACKLE SHOP, RETAIL KIOSKS ALONG THE PIER BOARDWALK, AND CHAIR RENTALS ALONG SANDY GULF BEACH ADJACENT TO THE RUSSELL-FIELDS PIER.

THE CITY'S CURRENT LEASE EXPIRES SEPTEMBER 30, 2020 AND HAS PREPARED THE ATTACHED REQUEST FOR PROPOSALS SEEKING PROPOSALS FOR USE OF THE CITY'S PROPERTY. THE REQUEST SEEKS SPECIFIC BUSINESS PLANS FOR THE BEST POSSIBLE USE OF THE PROPERTY IN THE CITY'S INTERESTS. THE CITY COUNCIL WILL HAVE FULL DISCRETION TO CHOOSE AMONG THOSE OPTIONS.

NOTABLY, THE NEW LEASE AGREEMENT REMOVES THE RETAIL KIOSKS AND SANDY BEACH FROM THE EXISTING LEASED PROPERTY. STAFF HAS DETERMINED THAT SANDY BEACH CHAIR RENTALS SHOULD BE SEPARATELY SOLICITED.

REGARDING ADDITIONAL USE OF THE CITY'S PROPERTY, STAFF SEEKS DIRECTION FROM THE CITY COUNCIL ON FURTHER DEVELOPMENT OF THE PIER PLAZA. THE CITY OWNS ADDITIONAL LAND THAT MAY BE SUBJECT TO FURTHER DEVELOPMENT INCLUDING SPACE ON THE EXISTING FOUNDATION THAT COULD ACCOMMODATE COMMERCIAL BUILDINGS.

STAFF REQUESTS DIRECTION ON THE COUNCIL'S INTENTION WITH USE OF THE CITY'S PIER BEACHFRONT PROPERTY.

REQUEST FOR QUALIFICATIONS AND PROPOSALS

BEACHFRONT LEASE

CITY OF PANAMA CITY BEACH, FLORIDA



August 13, 2020

NOTICE OF REQUEST FOR QUALIFICATIONS AND SEALED PROPOSALS

City of Panama City Beach Parks and Recreation Beachfront Lease

The City of Panama City Beach hereby solicits STATEMENTS OF QUALIFICATIONS and **sealed specific** proposals for **Parks and Recreation Beachfront Lease** which must be reasonably equivalent to the certain specifications and requirements set forth by the City in connection with this Notice.

Sealed proposals will be received until **1:00PM Central Time, Wednesday, July 1, 2020** at the City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 and will be opened and publicly read immediately thereafter. ALL PROPOSALS MUST BE RECEIVED ON OR BEFORE THE ABOVE TIME AND DATE. The City will in no way be responsible for delays in mail delivery or delays caused by any other occurrence or proposals delivered to any other locations.

Copies of the specifications may be obtained from the Parks & Recreation Office at 16200 PCB Parkway or on the City's Website at www.pcbgov.com. The point of contact for obtaining specifications is Cheryl Joyner, email address cjoyner@pcbgov.com. No specifications will be issued to suppliers later than seventy-two (72) hours prior to the time indicated above for receiving bids.

1. **General Information**

- 1.1 The City of Panama City Beach has a population of 13,065 (U.S. Census Bureau, 2018 Estimate). Along with the City's many full-time residents the City attracts over 4.5 million visitors per year who frequent the "World's Most Beautiful Beaches" and many other attractions.
- 1.2 The City is tax exempt and a copy of certificate of exemption is attached as Exhibit A.
- 1.3 The City owns certain real property (the "Property") located along the Gulf of Mexico as illustrated in Exhibit B. The Property currently includes an improved building currently operated as a gulf-front restaurant (referred to herein and labeled as the "Snack Bar"), an outdoor seating area (the "Outdoor Dining Area") and another connected building currently operated as a tackle shop ("The Tackle Shop"). The City now seeks to consider proposals for uses of the Property and to enter into a new Beachfront Lease in substantially the form attached with a qualified tenant.
- 1.4 Questions regarding the Request for Proposal (RFP) are to be addressed to Director of Parks and Recreation Jim Ponek, at jponek@pcbgov.com
- 1.5 Upon approval, it is anticipated that the Council will enter into a five (5) year Beachfront Lease beginning on January 1, 2021 through October 31, 2025 with an optional additional five (5) year renewal.
- 1.6 All requirements and conditions set forth in this RFP shall be incorporated into the contract between the City and the selected firm unless expressly provided otherwise by the contract.

2. **Qualifications:** Tenant must meet the following qualifications:

- 2.1 Must have at least five (5) year's experience in restaurant, retail, or amusement operations and management or as landlord in excess of 250,000 square feet of leased consumer retail, restaurant or amusement property in Florida.
- 2.2 Have sufficient presence in Bay County, Florida to ensure prompt and efficient operation and management of the Property.
- 2.3 Be sufficiently financially secure to meet the obligations of the Beachfront Lease.

3. Proposal Delivery

- 3.1 Submission of a statement of qualifications and proposal indicates acceptance by the bidder of the conditions contained in this request for proposals (collectively "Proposal[s]"), unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Panama City Beach and the bidder selected.
- 3.2 Proposals must be submitted upon the form contained in the Specifications together with any attachments or addenda as may be contained therein.
- 3.3 All Proposals must be in writing and submitted as one (1) original and five (5) signed copies. The original response shall contain the original signature of the authorized person signing the proposal.
- 3.4 Failure to include the original and all signed copies may be grounds for rejection of your proposal without further evaluation.
- 3.5 All Bids shall be submitted in an envelope clearly marked "Sealed Bid- Panama City Beach – **"Parks and Recreation Beachfront Lease"**".
- 3.6 All information and submittals requested shall be in hardcopy form and included in the Proposal. Proposals shall not refer the City to electronic media such as websites in order to obtain required information or submittals.
- 3.7 All Proposals shall be firm for a period of 60 days after opening.
- 3.8 The City reserves the right to (1) reject any and all Proposals, (2) to waive any informality in bids received, or (3) to award the contract to a bidder other than the highest bidder should it find that the highest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the highest bid is taken, the City Council will state the reasons upon which such award was made. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

3.9 RFP Calendar:

- | | |
|------------------|--------------------------------------|
| July 30, 2020: | Request for Proposal noticed. |
| August 10, 2020: | All inquiries submitted in writing. |
| August 13, 2020: | Responses to RFP due (1:00 p.m. CST) |
| August 27, 2020: | City Council action on RFP. |

4.0 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Respondents should read it carefully and address it completely and, in the order, listed to facilitate the City's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Respondents use the same numbers for the following content as are used in the RFP.

- Title page showing the RFP subject, the name of the Respondent, address, telephone number, the name of the contact person, and the date.
- A table of contents providing a clear identification of the material by section and by page number.
- A signed transmittal letter. The signer of the letter shall certify that the Vendor has provided all the criteria as required.
- Criteria 1 – Respondent Qualifications
- Criteria 2 – Proposed Use and Development of the Property.
- Criteria 3 – Financial Proposal.
- Criteria 4 – Evidence of Successful Performance and Implementation Schedule
- Criteria 5 – Other Additional Information

5.1 Transmittal Letter

The transmittal letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Respondent. It shall include:

1. A statement setting forth the Respondent's understanding of the specifications, rights, responsibilities, and duties to be awarded and a positive commitment to comply.

2. A statement that the Respondent's proposal shall remain valid for sixty (60) days after the closing date of the receipt of the proposals.
3. Certification that the signer of the letter is authorized to bind the principal Respondent.
4. A proposal overview highlighting the contents of the proposal including the total financial value of the Respondent's proposal.

5.2 Respondent Qualifications

1. Respondent must provide, in writing, a statement that the Respondent has been regularly and continually engaged in business for a minimum five (5) years.
2. Respondent shall provide a statement of compliance with all requirements of the RFP specifications.
3. Respondent shall provide information related to Respondent's experience in managing and operating similar properties, Respondent's size and financial stability.
4. Respondent shall provide a brief history of the company and any affiliation that you have with other companies including industry strategic and/or certified partnerships and the nature and duration of each relationship, any specific restructuring, mergers or corporate name changes within the last three years.
5. Respondent shall describe any current public lawsuits, legal actions or governmental investigations including, but not limited to, parties of dispute, and equipment affected, cause of action, jurisdiction and date of legal complaint. Include in this section any loss of licensing or certification your firm or its personnel have experienced in the past five (5) years.

5.3 Proposed Use of Property.

Respondents are expected to include specific proposals for the best use of the Property. Proposed Uses shall be consistent with and compliment those surrounding uses.

Respondents shall include with the proposal a detailed description of the following items. The information provided for each item will be evaluated by the City and will be a consideration in the award of the contract:

1. Provide a detailed description and vision for the Respondent's proposed use of the Property. Respondents are encouraged to be as specific as possible as to how the proposed use will appeal to and market to the general public.
2. Proposed list of capital improvements necessary or desired to fully realize the Respondent's vision for the Property.
3. Certification that the Respondent's proposed use complies with all local, state, and federal laws or a list of any deviations from the City's Land Development Code that would be requested in connection with the proposed use.
4. Certification that the Respondent's proposed use will comply with the terms of the Beach Lease Agreement.

5.4 Financial Proposal

1. The Financial Proposal shall contain complete financial offer made to the City fully describing all aspects of the proposal.
2. Respondents will be expected to guarantee a minimum annual fixed dollar amount of rent to the City.

Minimum Annual Rent \$ _____

3. Respondent may offer a proposed additional rent based upon a percentage of gross revenue derived from the Property. _____ % of gross revenue.

4. Total Projected Value of Financial Proposal.
\$ _____

5. Total Guaranteed Value of Financial Proposal.

\$ _____

5.5 Evidence of Successful Performance and Implementation Schedule.

1. Respondent shall provide at least two (2) business references. Vendor must grant permission to the City to contact the references. For each reference include:

- Entity Name.
- Principal in charge.
- Address, phone number and email address of the reference.
- Type of entity.
- Length of time services have been used.
- Brief description of work performed.

The Implementation Schedule shall assume a move-in date of January 1, 2021. The Respondent shall detail a timeline for capital improvements, interior improvements, and opening.

5.6 Other Additional Information.

1. Please provide any additional information that Vendor feels should be considered when evaluating its proposal.

6. Exhibits

Exhibit A – Tax Exemption Certificate

Exhibit B – Beachfront Property Illustration

Exhibit C – Beachfront Lease Agreement.

Exhibit A



Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012646470C-9	05/31/2017	05/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF PANAMA CITY BEACH
110 S HIGHWAY 79
PANAMA CITY FL 32413-2140

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

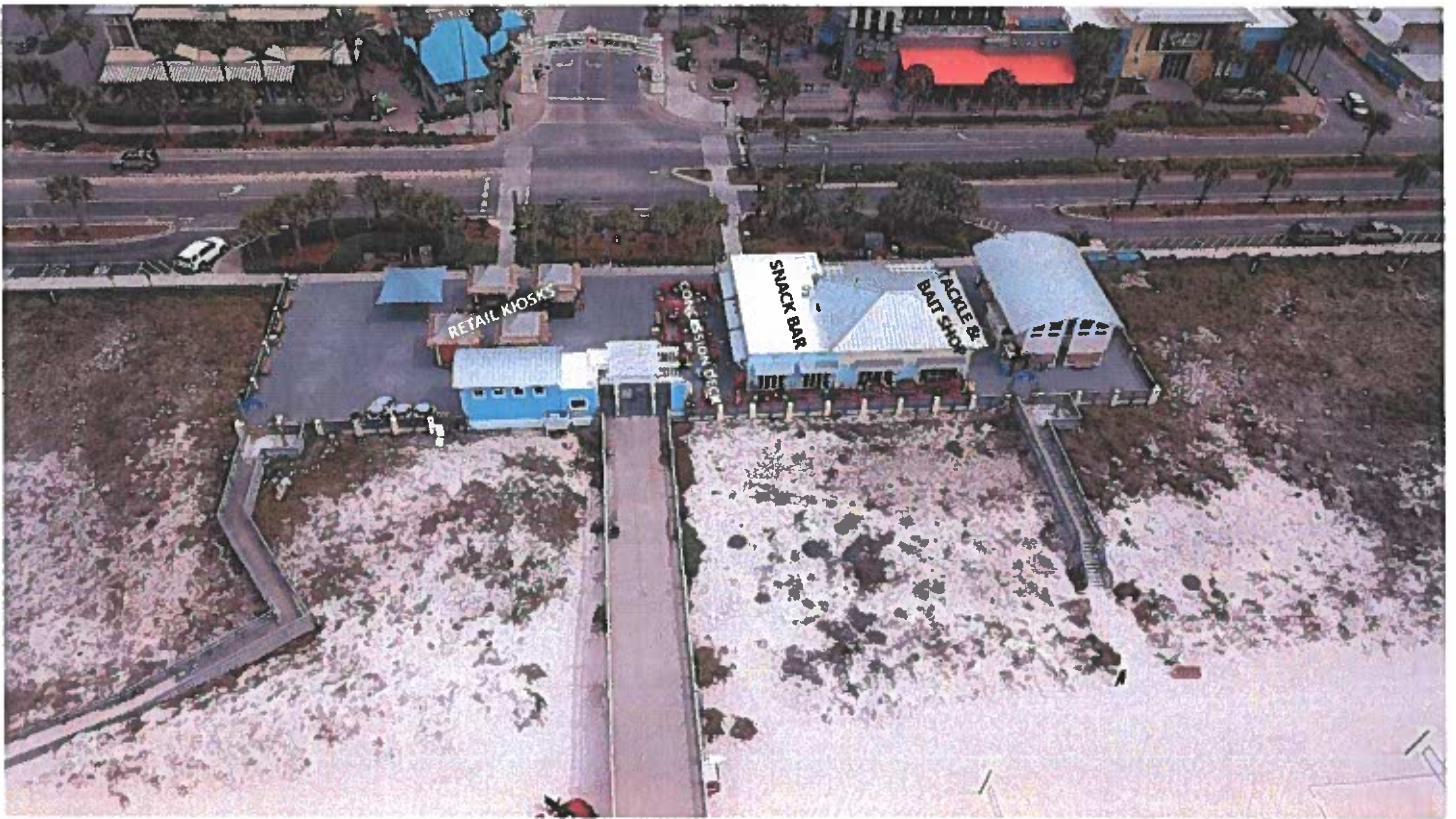




Exhibit C

BEACHFRONT LEASE AGREEMENT

THIS BEACHFRONT LEASE AGREEMENT (the "Beachfront Lease") made this _____ day of _____, 20____ between the City of Panama City Beach ("the City"), a municipal corporation in Bay County, Florida and _____, an _____, whose principal address is _____ ("Tenant")

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.0 DEFINITIONS. As used in this Beachfront Lease, the following terms shall have the following meanings, unless the context otherwise requires.

"Additional Rent" means an amount equal to _____ percent (____%) of the monthly Gross Sales up to and including _____ Thousand (\$_____) aggregate Gross Sales per year, and thereafter _____ percent (____%) of the monthly Gross Sales in excess of _____ Thousand Dollars (\$_____) aggregate Gross Sales per year for the remainder of that same year, all as generated by businesses operating on the Leased Premises or under this Beachfront Lease, payable monthly in arrears pursuant to Section 2.42 hereof. As used in this definition, year shall mean the lease year, commencing on the Effective Date and each successive anniversary of the Effective Date.

"Base Rent" means an amount equal to _____ Thousand Dollars (\$_____) per year, payable monthly in advance in twelve equal installments pursuant to Section 2.41 hereof.

"Beachfront Lease" means the Beachfront Lease Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"City" means the City of Panama City Beach, a municipal corporation duly organized and validly existing under the laws of the State. With respect to any approval, consent or other action required by this Beachfront Lease, the term "City" will include the City Manager and any other person to whom such responsibility has been lawfully delegated by the City Council.

"Concession Deck" means the public deck located on the Beachfront Property providing access to the Russell-Fields Pier and to the associated control station, certain public bathrooms & the Leased Premises.

"Effective Date" means November 1, 2020.

“Environmental Law” means any federal, state or local law, rule, regulation or ordinance for environmental protection, including, but not limited to, the Federal Clean Air Act, the Environmental Response Compensation and Liability Act, the National Environmental Policy Act, and the regulation of the Environmental Protection Agency.

“Gross Sales” shall mean the total sum of money in cash, charge or volume discount, collected or uncollected, from charges for the sale of any product or service made in the Leased Premises or Pursuant to the Beachfront Lease.

“Hazardous Material” means all of those substances, elements, materials or compounds that are included in any list of hazardous or restricted substances adopted by the Environmental Protection Agency or any other substance, element, material or compounds defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the Environmental Protection Agency or by any other ordinance, statute, law, code or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued or promulgated.

“Impositions” means any ad valorem taxes, assessments, or other governmental charges and assessments lawfully imposed, levied or assessed against or with respect to the Leased Premises or any appurtenance thereto by any governmental authority, including the City.

“Leased Premises” means (1) Snack Bar, (2) the Tackle and Bait Shop, and (3) the Outside Dining Area whenever the Tent shall have exercised its option to fence the Outside Dining Area and provide therein for its customers exclusive use dining tables and chairs or picnic tables as hereinafter provided.

“Outside Dining Area” means the area on the Concession Deck shown and marked Outside Dining Area on Exhibit B.

“Rent” means the Base Rent and the Additional Rent.

“Russell-Fields Pier” means the City pier extending into the Gulf of Mexico.

“Snack Bar” means the area on the Concession Deck shown and marked Snack Bar on Exhibit B.

“State” means the State of Florida.

“Tackle and Bait Shop” means the area on the Concession Deck shown and marked Tackle and Bait Shop on Exhibit B.

“Term” means the term of this Beachfront Lease established or extended as provided in Section 2.3.

SECTION 1.1 CONSTRUCTION.

1.12 The words “shall” or “will” are always mandatory and not merely directory.

1.13 Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other parties to this Beachfront Lease. All parties have participated in the drafting and preparation of this Beachfront Lease, and the provisions hereof shall not be construed for or against any party by reason of authorship.

SECTION 1.2 SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Beachfront Lease and an table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Beachfront Lease nor affect its meaning, construction or effect.

ARTICLE II

LEASE OF PREMISES

SECTION 2.1 LEASE. For and in consideration of the Rent, covenants and agreements specified herein, the City leases to Tenant, and Tenant takes and hires, upon and subject to the conditions and limitations herein expressed, the Leased Premises; PROVIDED that the Outside Dining Area shall be included within the Leased Premises only during such times, from time to time, as Tenant shall have fenced the Outside Dining Area and provided therein for its customers exclusive use dining tables and chairs or picnic tables as hereinafter provided. In addition, Tenant shall have a nonexclusive right and easement across the Concession Deck for pedestrian access to the Snack Bar, the Tackle and Bait Shop, and the Outside Dining Area.

SECTION 2.2 TERM. The Beachfront Lease shall begin on the Effective date and end on October 31, 2025, unless sooner terminated as herein provided. The parties shall have the option by mutual agreement to extend this Beachfront Lease for an additional 5 years, upon such rent, terms and conditions as they may agree in writing executed with the same formalities as this lease prior to the expiration of the then current term; PROVIDED that the total, aggregate Term, shall not exceed ten (10) years.

SECTION 2.4 RENT.

2.41. Beginning on the Effective Date and throughout the Term of this Beachfront Lease, Tenant shall pay Base Rent to the City in equal monthly installments, in advance, on the first day of each month. Base Rent shall be

due and payable beginning on the Effective Date and on the first day of each and every month thereafter throughout the Term and shall be paid without demand, set off or deduction to the City; provided however, that if the Effective Date is a date other than the first day of a calendar month, the monthly amount set forth above for the partial first and last months will be prorated to the end of that calendar month.

2.42. In addition to the Base Rent, Tenant shall pay Additional Rent (determined on the basis of sales made during the previous calendar month) to the City on the twentieth day of each month. Additional Rent shall be due and payable beginning on the twentieth day of the first full calendar month following the Effective Date and on the twentieth day of each and every month thereafter through the Term (and on the twentieth day of the month following the termination hereof) and shall be paid without demand, set off or deduction to the City. At the time Additional Rent is due, Tenant shall tender to the City in a form satisfactory to the City manager an account of all business transactions conducted pursuant to this Beachfront Lease during the preceding month, setting forth in particular the Gross Sales for said month. Within ninety (90) days following the end of each calendar year in which this Beachfront Lease was in effect, Tenant shall submit to the City in a form satisfactory to the City Manager a detailed, certified statement of gross sales generated by Tenant under this Beachfront Lease prepared by an independent CPA firm. Should payments made to the City under the year be less than required by the percentage of Gross Sales provision as set out in this Beachfront Lease, such shortage will be paid by check accompanying the statement.

2.43. Tenant shall maintain in accordance with generally accepted accounting principles full and accurate books of account and records from which Gross Sales and Additional Rent can be determined, including but not limited to: sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, and bank deposit slips. Equivalent computer records may be maintained in lieu of some of the records listed above. These books and records shall be maintained for a period of at least two (2) years following the end of each annual period during which this Beachfront Lease is in effect and shall be made available to the City immediately upon request. The City, acting through its City Manager or other authorized representative, shall have the right to inspect and audit the Tenant's books of accounts and other records in Panama City Beach, Florida. The City shall have the right to cause an audit of the business of Tenant under this Beachfront Lease to be made by a CPA firm of the City's selection. If the statement of gross revenues previously made to the City by Tenant shall be found to be intentionally inaccurate in any respect, or to be in error, either intentionally or unintentionally, by a greater margin than five percent (5%) of Tenant's actually gross sales for the period of review, as shown by such audit, then Tenant shall immediately pay to the City the cost of such audit; otherwise, the cost shall be paid by the City. The City reserves and shall have the right, at its sole cost, to perform unannounced cash audits.

2.44. Tenant shall pay to the City monthly as accrued any sales or use tax due to the State of Florida on account of Base Rent, Additional Rent or any other sum Tenant is required to pay under this Beachfront Lease.

2.45 Nothing herein shall be construed to relieve or modify Tenant's obligation as a merchant to pay the business tax imposed by the City and measured by gross receipts.

2.46 This Section shall survive the expiration or termination of this Beachfront Lease.

SECTION 2.5 UTILITIES AND IMPOSITIONS.

2.51. Tenant shall be responsible for the payment of all utilities and operating costs of the Leased Premises, including but not limited to electricity, gas, water, sewer, solid waste removal and telecommunications. In no event shall City be liable for any interruption or failure in the supply of any utilities to the Leased Premises.

2.52. From and after the Effective Date and through and until the end of the Term, Tenant shall pay or cause to be paid, before any fine, penalty, interest or cost may be added thereto, all Impositions arising or becoming due during the Term. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition, by any and all proceedings available at law or in equity.

SECTION 2.6 FURNITURE, FIXTURES AND EQUIPMENT.

Tenant shall furnish, at its expense but subject to the terms and conditions of this Beachfront Lease, all furniture, fixtures and equipment necessary or convenient to conduct its business.

SECTION 2.7 SECURITY DEPOSIT.

City acknowledges receipt of a security deposit in the amount of ten thousand dollars (\$10,000). The security deposit shall be held and distributed by City in accordance with the provisions of this Section. During the Term, City may apply all or any portion of the security deposit necessary in satisfaction of Tenant's obligations which remain unperformed after notice and the expiration of the applicable grace period, if any. Should City apply any portion of the security deposit as permitted hereunder, Tenant shall, upon written request of City, remit to City a sufficient amount, to restore the security deposit to the original amount deposited. No interest shall be payable on the security deposit. If, upon the expiration or termination of this Beachfront Lease, the obligations of Tenant hereunder have been fully performed, the amount of the security deposit then held by City shall be returned to Tenant.

ARTICLE III

USE OF PREMISES

SECTION 3.1 TENANT'S USE. The Leased Premises shall be used and occupied solely for the purpose of _____ complimenting the public's use and enjoyment of the Beachfront

Property and Russell-Fields Pier, and for no other purpose without the City's prior written consent which may be withheld in its sole discretion, and subject always to the affirmative and negative covenants hereinafter written.

SECTION 3.2 CONTINOUS OCCUPANCY. Tenant shall keep the Leased Premises open continuously during the Term, on such days and for hours as shall be compatible with the other stores in Pier Park except the Tackle and Bait shop shall be additionally kept open to meet the demands of fishermen on the Russell-Fields Pier. Tenant will not cease operations in the Leased Premises without express written consent of the City which may be withheld in its sole discretion, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authorities, or by acts of God, or conditions beyond the control of the Tenant.

SECTION 3.3 CONCESSION DECK.

3.31. Tenant shall have the right and option, but not the obligation, to place at its expense tables and chair, or picnic tables, within the Outside Dining Area for the exclusive use of Tenant's customers, PROVIDED that (1) Tenant shall have fenced the Outside Dining area to separate it from the remainder or public portion of the Concession Deck, and (2) City shall have approved, in writing and in its unfettered discretion, the quality, construction and appearance of the fence, tables and chairs, and (3) Tenant shall at its expense at all times keep the fence, tables and chairs neat, clean, sanitary and freshly painted or finish, and (4) whenever the Snack Bar or the Tackle and Bait Shop are open, Tenant shall control the activity within the Outside Dining Area the same as the interior of the Snack Bar or the Tackle and Bait Shop, and (5) Tenant shall not permit the display or sale of any goods or services within the Outside Dining Area without the prior, written consent of City which may be withheld in its sole discretion, and (6) Tenant shall permit the public to use its tables and chairs within the Outside Dining Area whenever they are not needed by Tenant's customers. Whenever Tenant shall not use the tables and chairs in its ordinary business conducted from the Snack Bar and Tackle and Bait Shop, it shall remove the fence and all tables and chairs from the Outside Dining Area and that area shall revert to being fully a part of the public Concession Deck.

3.33. EXCLUSIVE NON-ALCOHOLIC BEVERAGES. Tenant acknowledges that the Leased Premises are subject to a Beverage Rights and Pouring Agreement with Buffalo Rock Company and that the Leased Premises shall comply with the applicable terms of that Agreement.

ARTICLE IV

CONSTRUCTION, MAINENANCE AND REPAIRS

Section 4.1 TENANT'S DUTY TO REPAIR

4.11 Except for repair required of the City in Section 4.3 hereof, Tenant shall keep and maintain in good order, condition, repair and in an attractive appearance, and make such replacements and restorations as are required to the Leased Premises, every part thereof and every appurtenance thereto, including, but without limitation, the exterior and interior portion of all doors, door frames, door

checks, windows, window frames, plate glass, store front, all plumbing and sewage facilities within the Leased Premises including free flow up to the main sewer lateral north of the deck sidewalk and all potable piping and connections serving the Leased Premises beginning at the discharge connection of the water meter located north of the deck sidewalk, fixtures, heating and air conditioning and electrical systems (whether or not located in the Leased Premises), sprinkler system, if any, walls, floors and ceiling, meters applicable to the Leased Premises, exterior and interior signage, and all installations made by Tenant under the terms of this Beachfront Lease.

- 4.12** Tenant shall keep and maintain the Leased Premises in a clean, neat, sanitary and safe condition and in accordance with all required rules and regulations of the governmental agencies having jurisdiction of the Leased Premises and of Tenant and City with respect to the Leased Premises, and Tenant shall comply with, and maintain the Leased Premises in compliance with all requirements of law, by statute, ordinance or otherwise, affecting the Leased Premises and the appurtenances thereto.
- 4.13** Tenant shall, at its expense, keep, maintain and repair all furniture, fixtures and equipment in the Leased Premises, including all equipment belonging to the City, in a good working order and safe, sanitary, neat, clean and in an attractive condition, and if necessary replace the same at its expense.
- 4.14** In addition, and in consideration of the benefits of this Beachfront Lease, the Tenant shall keep the entire Concession Deck in a neat, clean and sanitary condition, free of trash, garbage and litter. Tenant must use their own dumpsters and trash cans. Dumpsters and coolers must be hidden from public view and in good condition. ATMs must be in good condition and presentable.
- 4.15** If Tenant fails to commence and to complete repairs, replacements, cleaning or other obligations set forth in this Section, promptly and adequately after written notice from City, City may, but shall not be required to, make and complete said repairs or other obligations and Tenant shall promptly pay the cost thereof upon demand by City.

SECTION 4.2 SURRENDER OF PREMISES. At termination of this Lease the Tenant agrees to deliver the Leased Premises and the City's equipment (or replacements thereof) in the same condition as the Leased Premises and equipment were on the Effective Date, reasonably expected wear and tear expected. Tenant shall surrender to City all keys for the Leased Premises at the place then of the payment of Rent. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Beachfront Lease. Any items belonging to Tenant remaining in the Leased Premises on the termination of this Lease shall be deemed abandoned for all purposes and shall become the property of the City which may dispose of such abandoned property without liability of any type or nature.

SECTION 4.3 CITY'S DUTY TO REPAIR. City shall not be required to make any other improvements or repairs of any kind upon the Leased Premises. Any repairs required as a result of the willful or negligent act of Tenant, its agents, employees, invitees, licensees or contractors as above described, shall be made by Tenant.

SECTION 4.4 TENANT'S ALTERATIONS. Tenant shall not alter the Leased Premises or any part thereof, and shall not install any furniture, fixture or equipment in or associated with the Leased Premises, or remove City's equipment, without first obtaining the written approval of the City which may be withheld in its sole discretion.

SECTION 4.5 MECHANICS LIENS. If Tenant makes any repairs or permitted alterations to the Leased Premises, Tenant shall promptly pay all costs related thereto. Tenant does not have any right or authority to place any lien, claim or encumbrance of any kind against the Leased Premises or City's rights and interest therein. Tenant shall cause all steps as are provided by law for the filing of a statutory bond prior to the initiation of any construction with respect to the Leased Premises. If a mechanic's or material men's lien is threatened or filed by any contractor or supplier, Tenant will promptly pay same and take steps immediately to have same removed. If the lien or claim is not removed or paid within thirty (30) days from the date of written notice from City, then City may, at its option, pay the amount alleged due or any portion thereof and the amounts so paid, including attorney's fees and expenses connected therewith, and interest at the rate of 18% per annum on any sums advanced, shall be deemed to be additional rent and shall be paid to City immediately upon demand. Tenant will indemnify and save harmless City from and against all loss claims, damages, costs or expenses suffered by City by reason of any repairs, installations, or improves made by Tenant. This provision shall survive the expiration or termination of this Beachfront Lease.

SECTION 4.6 ROOF and EXTERIOR. Tenant will not cause or permit accumulation of any debris or extraneous matter on the roof of the Snack Bar and Tackle and Bait Shop (the "Roof"); will not in any manner cut or drive nails into or other mutilate the Roof; Tenant will not place or affix anything to the Roof, or to the exterior of the building in which the Snack Bar and Tackle and Bait Shop are located, without first obtaining the written consent of City which may be withheld in its sole discretion. Tenant will be responsible for any damage caused to the Roof by any act of the Tenant, its agent, employees, invitees or contractors of any type or nature. For the term of this lease, all repairs to the roof are the responsibility of the tenant.

ARTICLE V INSURANCE AND INDEMNIFICATION

SECTION 5.1 INSURANCE. Tenant will throughout the Term (and any other period when Tenant is in possession of the Leased Premises) carry and maintain at its sole cost the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Leased Premises and Tenant's operations, in the amounts specified with deductible amounts, where permitted, reasonably satisfactory to the City, and in form hereinafter provided for:

- A. **Commercial General and Liability Insurance.** Commercial general liability insurance with first dollar coverage, covering claims arising from bodily injury and property damage with the minimum limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate and insuring against legal liability of the insured with respect to the Leased Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad Form Comprehensive General Liability Endorsement, including personal injury and advertising liability, contractual liability arising under this Agreement, and premises medical payments. The acts or omissions of any permitted subtenant shall also be covered.
- B. **Automobile Liability Insurance.** Automobile liability insurance with first dollar coverage and a limit of not less than \$500,000 each person and \$1,000,000 million each accident for bodily injury, and \$100,000 for property damage; or a combined single limit of \$1 million. Said liability coverage must also extend to hired and non-owned autos.
- C. **Hazard Insurance.** Special form coverage hazard insurance, including plate glass coverage on a replacement cost basis, with coverage equal to full replacement value of all personal property, decorations, trade fixtures, furnishings, furniture, fixtures, equipment, alterations, leasehold improvements, betterments, inventory, supplies and contents forming a part of or placed in the Leased Premises or used or useful to the performance of the duties, services and/or obligations of Tenant under this Agreement, regardless of whether made or owned by Tenant, the City or, if placed there with Tenant's consent, a third person.
- D. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation and Employer's Liability Insurance with coverages and limits required by the laws of the State of Florida.
- E. **Construction.** During any permitted construction by Tenant in the Leased Premises Tenant shall ensure that all of its contractors and subcontractors performing services in the Leased Premises have and maintain general liability insurance against all claims for bodily injury, death or property damage occurring upon, in or about the Leased Premises, in an amount not less than \$1,000,000 per occurrence/aggregate and workers' comprehensive insurance in compliance with requirements imposed by laws of the State of Florida.
- F. **Policy Form.** All policies referred to above shall insure Tenant and: (1) be taken out with insurers licensed to do business in Florida having an A.M. Best's rating of B+, Class VI, or otherwise approved in advance by the City; (2) name the City as an additional insured (other than for worker's compensation and employers' liability); (3) name any permitted sub-tenant as an additional insured for liability and as an additional insured as their interest may appear for hazard insurance; (4) be non-

contributing with, and shall apply only as primary and not as excess to any other insurance available to the City; and (5) contain an obligation of the insurers to notify the City by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination of any such policy, which obligation shall be stated on the certificate of such insurance delivered to City. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible, if permitted, in any insurance policy.

- G. **Certificates of Insurance, Notice and Remedy.** For all insurance required, Tenant shall cause certificates of insurance to be delivered to the City simultaneously with the issuance of each policy or amendment thereto, naming the City as an additional insured (other than for workers compensation and employer's liability), naming other parties as additional insureds as required herein, and stating that the insurer waives or has no right of subrogation against the City, its officers, agents or employees. In addition, Tenant shall provide written notice to the City not less than thirty (30) days prior to the effective date of any policy change initiated by Tenant. If Tenant fails to take out or to keep in force any insurance any insurance referred to in this Article, or should any such insurance not be approved by the City, and Tenant does not commence and continue to diligently cure such default within 48 hours after written notice by the City to Tenant specifying the nature of such default, then the City has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of Tenant, and all outlays by the City shall be paid by Tenant to the City without prejudice to any other rights or remedies of the City under this Agreement. The certificate shall also name any permitted sub-tenant as additional insured.
- H. **Insurance Required Before Possession.** Tenant acknowledges that the City will not permit Tenant to Enter into possession of the Leased Premises until all required Certificates, proof and evidence of insurance have been provided to the City, and that failure to provide the services required under this Agreement will result in a termination of this Agreement.
- I. **Increase in Fire Insurance Premium.** Tenant agrees not to keep upon the Leased Premises any articles or goods which may be prohibited by the standard form of fire insurance policy. In the event any insurance rates applicable to fire and extended coverage insurance covering the Leased Premises are increased by reason of any use of the Leased Premises made by the Tenant, then Tenant shall pay to City, upon demand, the amount of such increase in the premium as shall be occasioned by said use.

SECTION 5.2 IDEMNIFICATION. For the separate consideration of then dollars and other valuable consideration paid to it by the City, Tenant agrees to indemnify, defend and hold the City harmless from and against any and all liability for any loss, injury or damage to persons or property, including, without limitation, consequential damage including without limitation, all costs, expenses, court costs and reasonable attorneys'

fees, imposed on the City by any person whomsoever that occurs on the Leased Premises, except for any such loss, injury or damage that is caused by or results from the gross negligence or willful misconduct of the City, its employees, agents or contractors. The commercial liability insurance that Tenant is required to carry pursuant to Section 5.1 of this Beachfront Lease shall include coverage of the foregoing contractual indemnity. Nothing herein, or in the provision of insurance required by this Beachfront Lease shall waive or modify the City' sovereign immunity.

SECTION 5.3 PROPERTY OF TENANT. Tenant agrees that all property owned by it in, on or about the Leased Premises shall be at the sole risk and hazard of the Tenant. City, its officers, employees and agents shall not be liable or responsible for any loss of or damage to Tenant's property, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from water, steam, gas, leakage, plumbing, electricity or electrical apparatus, pipe or apparatus of any kind, the elements or other similar or dissimilar causes, and whether or not originating in the Leased Premises or elsewhere, irrespective of whether or not City may be deemed to have been negligent with respect thereto, and provided such damage or loss is not the result of an intentional and willful wrongful act of City.

SECTION 5.4 WAIVER OF SUBROGATION. Tenant shall require all policies of insurance required hereunder to contain or be endorsed with a provision by which the insurer shall waive its right of subrogation against City, its officers, employees and agents, or confirm that it has no such right.

ARTICLE VI

FIRE AND OTHER CASUALTY

SECTION 6.1 PARTIAL DESTRUCTION. In the event of the partial destruction (less than 20% by area) of the building housing the Snack Bar and Tackle and Bait Shop by fire or other casualty, City shall restore, or repair said building and improvements with reasonable diligence. City shall repair or restore the building to the condition it was in immediately prior to the date of the destruction. The Base Rent shall be proportionately abated from the date the building became partially untenable until the Leased Premises are made fully tenable.

SECTION 6.2 SUBSTANTIAL DESTRUCTION. In the event of the substantial destruction (20% or more) of the building housing the Snack Bar and Tackle and Bait Shop by fire or other casualty, then City shall have the option to terminate this Beachfront Lease by giving the Tenant written notice within (30) thirty days after such destruction, and any unearned Rent shall be apportioned and returned to Tenant. If City does not elect to cancel this Lease as aforesaid, then City shall proceed with reasonable diligence to repair or restore or replace the building to the condition it was in immediately prior to the date of destruction. The Base Rent shall be proportionately abated from the date the building became substantially untenable until the Leased Premises are made full tenable, unless the building is totally untenable in which case Base Rent shall completely abate.

ARTICLE VII

ASSIGNMENT AND SUBLETTING

SECTION 7.1 NO ASSIGNMENT. This Beachfront Lease shall not be assigned, transferred, pledged, or otherwise encumbered without prior approval of the City, which may be withheld in its sole discretion.

SECTION 7.2 SUBLETTING. Notwithstanding the provisions of Section 7.1, upon the prior written approval of the City which may be withheld in its sole discretion, Tenant may enter into one sublease with a single third-party operator for the (1) the Snack Bar including the Outside Dining Area, (2) the Tackle and Bait Shop. Such sublease(s) will require the subtenant to comply with all applicable covenants and terms of this Beachfront Lease for which Tenant shall remain responsible, including by way of example and not limitation, insurance, maintaining and retaining books and records (which shall be made available at reasonable times to the City and Tenant upon request) of the Gross Sales generated by the subtenant on the Leased Premises and the Affirmative and Negative Covenants herein, and provide for the survival of such covenants as provided herein. Such sublease shall prohibit further subletting. City must approve the form of the sublease in writing prior to its execution. The City has entered into this Beachfront Lease because of its confidence in Tenant's expertise, reputation and financial strength to operate and maintain the Leased Premises to serve a public purpose by providing goods and services that will benefit the public and the recreational use of the Beachfront Property and the Russell-Fields Pier, and to refrain from activities which would be inconsistent with such use or be offensive to the public, and to generate a return to the City to support its public programs. It is this standard, and the judgement of the prospect of financial return, which will guide the City in approving or declining, in its sole discretion, any subleasing of this Beachfront Lease.

ARTICLE VIII

AFFIRMATIVE AND NEGATIVE COVENANTS

SECTION 8.1. AFFIRMATIVE COVENANTS. – TENTATIVE-

All personnel employed in the Leased Premises to deal with the public shall be trained and have basic knowledge of (1) the City flag warning system and natural nuisances of the Gulf such as jelly fish, sea-nettles and dog-flies, (2) City ordinances and policies regulating activities on the Beachfront Property and the Russell-Fields Pier and (3) the basic eco-system of the Gulf beachfront such as sea-oats, sand-dunes, storm protection and turtle nesting. Such personnel shall at all times be courteous and helpful to customers and visitors asking questions about fishing or the flag system or what activities are permitted on the Beachfront Property or the Russell-Fields Pier (e.g. no glass containers, no camping).

Tenant shall make all reasonable efforts to conduct all business on the Leased Premises in a manner that supports City ordinances and policies applicable from time to time on the Concession Deck, the Beachfront Property or Russell-Fields Pier.

SECTION 8.2 NEGATIVE COVENANTS – TENTATIVE-

Tenant shall not permit the Leased Premises to be used for any unlawful or illegal business, use or purpose or for any business, use or purpose which is immoral, disreputable, hazardous, or constitutes a public or private nuisance of any kind.

No sexually-oriented business as defined in the City's Land Development Code, or its successor in function, shall be permitted on the Leased Premises Property. In addition, any entertainment, advertisement or signage offered on the Leased Premises shall be wholesome and family oriented, without sexual references or connotations and avoiding the appearance of nudity, vulgarity or offensive language. By way of illustration and not limitation, wet t-shirt and banana eating contests are prohibited by this covenant.

Tenant shall not conduct or permit advertising, sale or cross-marketing on the Leased Premises of any item not available for immediate sale or rental on the Leased Premises, except free, take-away cards and brochures placed upon a countertop.

Tenant shall not permit on the Leased Premises the advertising, sale or rental of any interest in real estate or the advertising or furnishing of any professional services.

The Leased Premises and Beachfront Property are public, recreational areas. They are not and have never been designated or used as a public forum for political or ideological speech. Unless required by law, no activities shall be conducted on the Leased Premises for the purpose of carrying on propaganda, or otherwise attempting to influence legislation or public policy, or on behalf of or in opposition to any political issue or candidate for public office.

No On-Premises or Off-Premises Free Standing Sign (as defined in the Panama City Beach Sign Code) shall be erected by Tenant on the Leased Premises or Beachfront Property unless required by law.

Tenant shall not place on any exterior door, wall or window of the Leased Premises any sign or advertising matter without first obtaining City's written consent which may be withheld in its sole discretion. City in its unfettered discretion may limit Tenant's signage below that permitted by the Panama City Beach Sign Code and may choose the style and appearance of all Tenant's outside signage in order to promote a consistent visual theme on the beachfront at Pier Park. Tenant agrees to maintain such sign or advertising matter as approved by City in good condition and repair. All signs shall comply with applicable ordinances or other governmental restrictions and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant. In the event that the Tenant shall not maintain or repair Tenant's signage within ten (10) days after City gives the Tenant written notice to repair, the City may, but is not obligated to, make repairs or remove such sign and Tenant agrees to reimburse City for such work.

No beverages in glass containers shall be sold or dispensed in the Tackle and Bait Shop.

SECTION 8.3 RESOLUTION OF CERTAIN DISPUTES

The parties agree to resolve any dispute related to the interpretation or performance of an affirmative or negative covenant contained in this Article in the manner described in this Section. Either party may initiate the dispute resolution process by providing written notice to the other party.

After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to meet at reasonable times and places as mutually agreed upon, to discuss the issues.

If discussions among the parties fail to resolve the dispute within ten (10) days of the notice described in Section (A), the parties shall appoint a mutually acceptable neutral third party to act as a mediator to serve at joint expense. If the parties are unable to agree upon a mediator, the City shall request appointment of a mediator by the Chief Judge of the Circuit Court of the Fourteenth Judicial Circuit in and for Bay County, Florida, again to serve at joint expense. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. It is understood that any settlement may require approval of the City Council.

If the parties are unable to reach a mediated settlement within thirty (30) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within thirty (30) days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the thirty (30) day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

ARTICLE IX DEFAULT AND RE-ENTRY

SECTION 9.1 TENANT'S DEFAULT. Failure on the part of Tenant to pay any Rent within ten (10) days after the same shall become due, or failure of Tenant or any permitted sub-tenant to keep and perform every covenant, condition, agreement and obligation of this Beachfront Lease (other than payment of Rent) on the part of Tenant to be kept and performed for more than twenty (20) days after written notice of such failure shall have been given to Tenant, shall, at the option of City, cause the forfeiture of Tenant's right to possession of the Leased Premises and all other rights under this Lease, without, however, releasing Tenant from liability, as hereinafter provided, and possession of the Leased Premises and all improvements thereon shall be delivered to and shall be taken by City, any other notice or demand being hereby waived. Tenant agrees to quit and deliver possession of the Leased Premises to City. Tenant agrees that the Leased Premises shall be in substantially as good condition as when received by Tenant, normal wear and use excepted.

SECTION 9.2 TENANT'S OBLIGATION. Tenant covenants that any forfeiture, annulment or voidance of this Beachfront Lease or Tenant's right to possession or any other rights hereunder shall not relieve Tenant for the obligation to pay Rent. Upon obtaining possession, City may re-let the Leased Premises as the agent for and in the name of Tenant, at any rental readily acceptable, applying proceeds first to the costs incurred in resuming possession then reletting, including the cost of any repairs or remodeling incurred in the reletting, then to the payment of any obligation of Tenant other than the payment of Rent, then to the payment of Rent,

herein contained, and the balance, if any, shall be paid to Tenant. Tenant hereby agrees that if City shall recover or take possession of the Leased Premises and be unable to re-let or the rent from such reletting is not sufficient to pay the costs incurred in reletting, and any obligation of Tenant contained herein, including the payment of Rent, Tenant shall pay to City any loss or difference for the remainder of the Term. Under the circumstances aforesaid, City shall have the right to re-enter the Leased Premises to assume and take possession of the whole or any part thereof and to remove all persons or personal property by direct or summary action, or in a different type of suit or proceedings, by force, or otherwise, without being deemed guilty of trespass or other actionable wrong by reason thereof, and without being liable for the damages therefore. Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to such summary or other action as may be provided by law. City, irrespective of the date on which its right of re-entry shall have accrued or be exercised, shall have the right, exercisable without notice to or demand upon Tenant or any other person, to terminate this Lease. City shall not be deemed to have terminated unless City shall give written notice to Tenant specifically terminating the Lease and releasing Tenant from liability.

SECTION 9.3 ACCELERATION OF RENT. In the event of default on the part of Tenant, or in the event of bankruptcy of Tenant, all installments of Rent, and all other charges payable by Tenant hereunder, for the residue of the Term shall, at the option of the City become immediately due and payable, notwithstanding any other stipulated date of payment. The amount collectible under this provision shall be reduced by any amount City receives from a subsequent Tenant spent by City. This remedy is in addition to and not in lieu of any other remedies or relief made available to City herein or under the laws of the State of Florida.

SECTION 9.4 LEGAL REMEDIES. Notwithstanding the provisions of this Beachfront Lease, it is agreed between the parties that the remedies provided for herein in the event of default on the part of Tenant or any person acting under Tenant are in addition to and not in lieu of any other remedies or relief made available to the City under the laws of the State of Florida, which latter remedies or relief shall be likewise available to the City in the event of a breach of any of the terms of this Beachfront Lease.

ARTICLE X GENERAL PROVISIONS

SECTION 10.1 QUIET ENJOYMENT. If Tenant pays the Rent and fully performs all of its obligations under this Beachfront Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Leased Premises for the full Term without interruption or interference by the City or any person claiming through the City.

SECTION 10.2 HAZARDOUS MATERIAL. Throughout the Term, Tenant will prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Material on, under, in, above, to or from the Leased Premises except that Hazardous Material may be used on the Lease

Premises as necessary for the customary operation and maintenance of the Leased Premises provided that same are used, stored and disposed of in strict compliance with Environmental Law.

If Tenant's activities on the Leased Premises or Tenant's use of the Leased Premises results in a release of Hazardous Material that is not in compliance with Environmental Law or permits issued thereunder, gives rise to any claim or requires a response under common law or Environmental Law or permits issued thereunder, causes a significant public health effect, or creates a nuisance; then Tenant shall, at its sole cost and expense: (1) immediately provide verbal notice thereof to the City as well as notice to the City in the manner required by this Beachfront Lease, which notice shall identify the Hazardous Material involved and the emergency procedures taken or to be taken; and (2) promptly take all action in response to such situation required by Environmental Law, provided that Tenant shall first obtain the City's approval of the non-emergency remediation plan to be undertaken.

SECTION 10.3 RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Bay County public health unit. At this time, the City does not conduct radon testing with respect to any buildings located on the Leased Premises. Further, the City disclaims any and all representations and warranties as to the absence of radon gases or radon gas producing conditions with respect to the buildings located on the Leased Premises.

SECTION 10.4 COMISSIONS. The City and Tenant each represent and warrant to the other that they have employed no broker, finder or other person in connection with the transactions contemplated under this Beachfront Lease which might result in the other party being held liable for all or any portion of a commission hereunder. The City and Tenant each hereby agree to indemnify and hold the other free and harmless from and against all claims and liability arising be reason of the incorrectness of the representations and warranties made by such party in this Section 8.3, including, without limitation, reasonable attorneys' fees and litigation costs. The provisions of this section shall survive expiration or termination of this Beachfront Lease.

SECTION 10.5 INSPECTIONS. Tenant will make the Leased Premises available for inspection by the City, or its designee, at any time, for any purpose the City deems necessary or incidental to or connected with the City's rights hereunder or operation or maintenance of the Concession Deck or the Russell-Fields Pier. An employee or designee of Tenant may accompany the City on all inspections of the Leased Premises. Tenant's books and records pertaining to the maintenance, management and operation of the Leased Premises shall be accessible to the City at reasonable times.

SECTION 10.6 COMPLIANCE WITH LAWS. Tenant shall comply with all laws, ordinances, rules and regulations of federal, state, county and municipal governments which may be applicable to Tenant's operation under this Beachfront Lease. Tenant shall neither commit nor permit waste of the Leased Premises. Without

limiting the generality of the forgoing, Tenant acknowledges that it is obligated to at all times comply with all health regulations relating to the Snack Bar and Tackle and Bait Shop and keep current and valid all health, alcohol and other permits, licenses and governmental permission necessary or convenient to fully operate the Snack Bar and Bait and Tackle Shop.

SECTION 10.7 NONDISCRIMINATION. No covenant, agreement or other instrument shall be effected or executed by Tenant, whereby the Leased Premises or any portion thereof is restricted by Tenant, upon the basis of race, color, religion, sex or national origin in the lease, use or occupancy thereof; provided however, that Tenant shall comply with Section 110.1155, Florida Statutes, to the extent applicable. Tenant shall comply with all applicable federal state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of color, religion, sex, or national origin in the lease or occupancy or use of the Leased Premises.

SECTION 10.8 ENTIRE AGREEMENT. This Beachfront Lease incorporates and constitutes the entire agreement between the City and Tenant pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 10.9 AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Beachfront Lease shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Beachfront Lease shall be deemed or shall constitute a waiver of any other provisions of this Beachfront Lease, whether or not similar, unless otherwise expressly provided. Neither the failure or any delay by any party in exercising any right or power under this Beachfront Lease nor any course of dealing between the City, on the one hand, and Tenant, on the other hand, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

SECTION 10.10 NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mail by registered or certificated mail, postage prepaid, to the parties at the following addresses:

City: City of Panama City Beach, Florida

17007 Panama City Beach Parkway

Panama City Beach, Florida 32413

Attention: City Manager

Attention: City Attorney

Tenant:

Either of the parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three (3) days after the date mailed.

SECTION 10.11 BINDING EFFECT. This Beachfront Lease shall be binding upon the parties, their respective permitted successors and assigns and shall inure to the benefit of the parties, their respective permitted successors and assigns.

SECTION 10.12 SEVERABILITY. In the event any provision of this Beachfront Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 10.13 APPLICABLE LAW AND VENUE. This Beachfront Lease shall be governed by and construed in accordance with the laws of the State. Venue for any action or proceeding to construe or enforce the provisions of this Beachfront Lease shall be in the Circuit Court in and for Bay County, Florida.

SECTION 10.14 ATTORNEY'S FEES. The prevailing party in any litigation brought to enforce any right or remedy under this Beachfront Lease shall be entitled to recover reasonable attorney fees at both trial and appellate levels.

SECTION 10.15 RELATIONSHIP OF THE PARTIES. Nothing in this Beachfront Lease shall be construed so as to create the relationship of principal and agent, a partnership, joint venture, or any association whatsoever between the City and Tenant, other than the relation of a landlord to its tenant. Nothing herein shall affect or limit police power of the City to make and enforce its laws.

IN WITNESS WHEREOF, the City has executed this Agreement as of the day and year first above written.

**CITY OF PANAMA CITY BEACH,
FLORIDA**

Business: _____

By: _____
Tony O'Rourke, City Manager

By: _____
(Tenant Signature)

Attest:

Jo Smith, Interim City Clerk

STATE OF FLORIDA COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by

- () who is personally known to me.
- () who produced _____ as identification

Signature of Notary Public

REGULAR

ITEM #13



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CITY ATTORNEY

2. MEETING DATE:

AUGUST 13, 2020

3. REQUESTED MOTION/ACTION:

DISCUSSION OF CITY MANAGER PERFORMANCE EVALUATION

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'S JANUARY 2020 WITH CITY MANAGER TONY O'ROURKE CONTEMPLATES BI-ANNUAL PERFORMANCE EVALUATIONS. EACH COUNCILMAN RECENTLY FILLED OUT AN EMPLOYEE EVALUATION FORM, THE RESULTS OF WHICH ARE SYNTHESIZED IN THE ATTACHED SUMMARY TO DETERMINE AN AVERAGE SCORE.

BECAUSE THE CITY MANAGER IS THE DIRECT EMPLOYEE OF THE CITY COUNCIL, AND IN THE ABSENCE OF ANY SUNSHINE LAW EXEMPTIONS ALLOWING FOR CONSIDERATION OF THIS SUBJECT MATTER IN A CLOSED MEETING, THE EVALUATIONS HAVE BEEN COMPILED FOR YOUR COLLECTIVE REVIEW AND DISCUSSION AT YOUR UPCOMING COUNCIL MEETING. THE SUMMARY EVALUATION MAY BE ADOPTED BY MOTION.

CITY MANAGER'S ANNUAL REVIEW

For the period

January 2020 through June 2020

OVERALL AVERAGE: 3.34

AVERAGE SCORE OF ALL THREE OFFICERS BY NUMBERED CATEGORY

1- PERSONAL: 3.74

2- PROFESSIONAL SKILLS: 3.36

3- RELATIONS WITH BOARD: 3.36

4- POLICY EXECUTION: 3.42

5- REPORTING: 3.5

6- CITIZEN RELATIONS: 3.3

7- STAFFING: 3.3

8- SUPERVISION: 3.38

9- FISCAL MANAGEMENT: 3.38

10- COMMUNITY: 2.66

5 = Outstanding:	Consistently achieves and exceeds all standards/objectives of work performance.
4 = Very Effective:	Regularly meets and frequently exceeds Standards of work performance.
3 = Effective:	Regularly meets standards of work performance.
2 = Marginally Effective:	Often fails to meet standards of work performance.
1 = Ineffective:	Clearly and consistently fails to meet standard of work performance.

CITY MANAGER BI-ANNUAL REVIEW

For the period
January 2020 to June 2020

NARRATIVE EVALUATION

(all responses)

11. What would you identify as the City Manager's strengths, expressed in terms of the principal results achieved during the evaluation period?

CM strengths are as follows: strong organizational skills, clear goals of improving current department heads, very knowledgeable of government processes, easily addressable.

Strategic thinker, open government, drive to complete goals.

Tony has provided leadership to Council, department heads and city staff that has not been present since my service to the City. I appreciate the accountability and standards he holds the department heads to and himself.

The City Manager has done a good job on the SWOT analysis and pushing to get the citizen survey mailed out.

12. What performance areas would you identify as needing improvement? Why? What constructive, positive suggestions can you offer the City Manager to enhance performance?

Establishing and building relationships and cooperation with surrounding government entities.

The City Manager needs to work on building relationships with other local government bodies. Working together will help Panama City Beach more in the long run and to not be adversarial. The City Manager needs to listen and understand the history for past/current decisions. The City Manager needs to focus on listening when others speak and not to interrupt them.

I am satisfied with his current performance, but I think Tony needs to understand better the area in which we live and the history of the council working to change our city to a more family and friendly destination. I feel as though Tony needs to grasp that we don't have an unlimited amount of funds to fulfill all of his suggestions and plans.

Better communication concerning agenda items and giving enough time for proper vetting of agenda. Be aware of the pitfalls of engaging the city into a non-resident's issues.

13. Other comments?

It has only been 8 months since initial hiring. A clearer picture can be obtained at the 1-year mark. Overall CM is performing adequately.

I want to commend Tony on his efforts and leadership during the pandemic. He has displayed exceptional guidance and provided a safe working environment for all city employees. I am thankful that he is in this role and I look forward to working with him for the good and future of our City.

The City Manager needs to make sure that he works at the direction of the Council and doesn't try to become the "6th" council member. While his ideas are crucial, his ideas are not the only ideas that matter. Policy needs to be driven by Council and his communication needs to be consistent to all matters. The City Manager's past experiences are important, but they are not the only way to do something. The City Manager needs to work on organizational relationships with department heads and understand that they are valuable members of the City's team.

STRATEGIC PRIORITIES FOR NEXT REVIEW PERIOD

(rank from most important (1) to least (7))

__5T__ CONDUCT CITIZEN'S SURVEY AND BENCHMARK REPORT

__4__ EMPLOYEE SURVEY RESPONSE

__2T__ IMPLEMENTATION OF STRATEGIC PLAN FY 2021-2026

__1__ PREPARE/IMPLEMENT ANNUAL BUSINESS PLAN FY 2021

__2T__ PREPARE/IMPLEMENT FIVE YEAR FINANCIAL PLAN FY 2021-2026

__5T__ PREPARE/IMPLEMENT ORGANIZATIONAL QUALITY INITIATIVE PLAN

__7__ PREPARE/IMPLEMENT ORGANIZATIONAL MANAGEMENT PROCESS REVIEW

Specific goals and objectives for new evaluation period (July through December 2020):

Better communication with County agencies and other local entities.

Work on building community and employee relationship and not creating unforced errors. It is important to slow down at times and have better quality control. Taking the time to do something right the first time saves time and energy for all involved. The history of events matters and should not be disregarded.

CM evaluation July 2020

Wednesday, August 5, 2020 2:37 PM

1: Ineffective 2: Marginally Effective 3: Effective 4: Very Effective 5: Outstanding

	Ward 2	Ward 3	Ward 4	Mayor	Ward 1	CC avg
1 PERSONAL	3.6	4.4	4.2	2.7	3.8	3.74
2 PROFESSIONAL SKILLS	3	3.6	3.8	2.6	3.8	3.36
3 RELATION W/COUNCIL	3.6	3.7	3	2.6	3.9	3.36
4 POLICY EXECUTION	3.3	4	3	2.9	3.9	3.42
5 REPORTING	3.6	3.4	3.2	3.3	4	3.5
6 CITIZEN RELATIONS	3.2	3.7	3.3	2.6	3.7	3.3
7 STAFFING	3.3	4	3	2.5	3.7	3.3
8 SUPERVISION	3	4	3	2.6	4.3	3.38
9 FISCAL MANAGEMENT	3.3	3.7	3	2.6	4	3.38
10 COMMUNITY	3.4	2.4	2.4	1.7	3.4	2.66
Avg (based on points)	3.23	3.7	3.1	2.63	3.85	3.302
Avg (based on rounded scores)	3.33	3.7	3.19	2.61	3.85	3.336