

PANAMA CITY BEACH CITY COUNCIL SPECIAL MEETING 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 28, 2020

MEETING TIME: 10:00 A.M.

A. CALL TO ORDER

- 1. ROLL CALL.**
- 2. INVOCATION – COUNCILMAN JARMAN.**
- 3. PLEDGE OF ALLEGIANCE – COUNCILMAN JARMAN.**
- 4. COMMUNITY ANNOUNCEMENTS.**
- 5. APPROVAL OF MINUTES OF SPECIAL MEETING OF JULY 15 AND REGULAR MEETING OF JULY 23, 2020.**
- 6. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.**
- 7. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES).**

B. PRESENTATIONS

- 1 EMPLOYEE RECOGNITIONS.**

C. REGULAR AGENDA – DISCUSSION/ACTION

- 1. JP RESOLUTION 20-145, BID AWARD- PARKS LAWN MOWING AND LANDSCAPE MAINTENANCE AGREEMENT.**
- 2. GM MCCONNELL AND JARMAN ECONOMIC DEVELOPMENT ADVISORY MJ COMMITTEE APPOINTMENTS.**
- 3. TO COVID-19 UPDATE- DISCUSSION.**
- 4. LP RESOLUTION 20-158, CITY PTO POLICY.**
- 5. LP RESOLUTION 20-159, CRITICAL STAFFING SHORTAGE PAY.**
- 6. ML APPOINTMENTS TO PLANNING BOARD AND SELECTION OF CHAIR.**
- 7. AS RESOLUTION 20-161, BID AWARD- JANITORIAL SERVICES FOR CITY BUILDINGS.**

- D. CITY MANAGER REPORT.**
- E. CITY ATTORNEY REPORT.**
- F. COUNCIL COMMENTS.**
- G. ADJOURN.**

COMMUNITY ANNOUNCEMENTS

COMMUNITY ANNOUNCEMENTS

8/28-30	Travel Ball USA	Frank Brown Park
8/28-30	PG Deep South Fall Series	PCB SportsComplex
9/1	Budget Workshop- 10AM	
9/2	Civil Service Commission Meeting- Noon	
9/5-7	Soccer Skills Unlimited-	PCB SportsComplex
	Southeastern Labor Day Cup	
9/7	Labor Day- City Hall Closed	
9/9	Planning Board Meeting- 1PM	
9/10	City Council Meeting- 6PM	
9/10-13	WSL N American Championships	
	Frank Brown Park and PCB Sports Complex	
9/12	Annual 9-11 Memorial Stair Climb, Edgewater Beach Resort Tower 1	
9/14	CRA Advisory Committee Meeting – 3PM	
9/15	Economic Development Advisory Committee Meeting – 3PM	
9/21	Financial Management Advisory Committee Meeting – 3 PM	

PRESENTATIONS

Employee Recognition

30 YEARS-	GEORGE HAND
20 YEARS-	MARK ANDERSON
15 YEARS-	JOAN DENNIS
15 YEARS-	BETH BOLTON
15 YEARS-	JOE CREEDEN
10 YEARS-	MICHAEL ELIAS
5 YEARS-	CARYN VONBLANKENBERG SIEGFRIED

Retirement:

25 YEARS	LT. JAMEY WRIGHT
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DRAFT MINUTES

The Special Meeting of the City Council of the City of Panama City Beach, Florida, related to the COVID-19 Action Plan, held on July 15, 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 Casto gave the invocation and led the Pledge of Allegiance.

Mayor Sheldon explained how Special Meetings were called, dealing with notices, and that three Council members may call a Special Meeting. For the record, he asked for a roll call vote on who called for this meeting:

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

Mayor Sheldon called for public comments from the floor and there were none.

SPECIAL MEETING- DISCUSSION/ACTION

ITEM 1 COVID-19 ACTION PLAN ADDITIONAL MITIGATION MEASURES. Ms. Myers read Emergency Ordinance 1533-E by title and gave a brief summary. She said masks or face coverings would be mandatory inside businesses with several exceptions. She explained the screening requirements and civil penalties.

Mayor Sheldon called for public comment.

1 Mr. Michael Steinkirchner. Mr. Steinkirchner said he supported businesses taking accountability. He reminded that government regulated commerce but also provided for the general welfare.

2 Mr. Burnie Thompson. Mr. Thompson said he thought masks should be voluntary and questioned who would enforce this Ordinance. He said it would be unenforceable because a person could not be forced to wear a mask if they said they could not for health reasons.

3 Mr. Shane Boyette. Mr. Boyette said he was concerned about his employees wearing masks outside but had no concerns on the requirement for their wearing masks inside.

4 Mr. Timothy Randall. Mr. Randall said he was concerned about health issues in wearing masks outside in the heat. He asked for masks to be encouraged, not mandated. He said this was an overreach by the government.

5 Mr. Hal Lacey. Mr. Lacey questioned the motives for this regulation. He spoke of this virus compared to the flu. He said social distancing was draconian and spoke of the occupancy rate in the hospitals.

6 Ms. Debbie Ward. Ms. Ward gave a brief synopsis of the emails she had received; numerous emails supported the masks being required, some opposed the masks, and some emails reported businesses with no social distancing.

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

Mr. O'Rourke said the Council since March had taken measured steps related to the virus but the last few weeks had shown a significant spike in the number of cases. He said the CDC recommended masks and that most people would wear masks if the government required them. He said this was a valid option to protect the general public.

Councilman Casto said some people were not wearing masks and now Florida was #2 in the nation with the number of cases. He said the doctors were struggling with the patient volume, and he reminded that we did not have large hospitals, the ERs were full, and the doctors were overworked. He said the only option left was to wear a mask and he supported wearing the masks inside of businesses.

Councilman Chester said his major concern was enforcement. He said the public needed more education and there were many loopholes. He said our Police Department and Code Enforcement were already stretched. He said he did not know if this Ordinance was the answer because he could not see how it could be enforced. He suggested more education and signs, but when could they be made and when could they be installed. Ms. Myers said Staff had been working on preliminary drawings for signs.

Councilman McConnell said Gulf Coast Hospital had already stopped elective surgeries. He said he also had reservations about the enforcement and continued that the biggest help so far had been the social distancing. He suggested not singling out restaurants, but also include the stores such as Home Depot, Lowes, and Wal-Mart. He said most businesses were not social distancing at checkout. He said the 50% occupancy should be any business.

Councilman Jarman said he hoped the Council could come to an agreement to protect the general welfare since they were obligated to protect the residents, visitors and the employees. He said masks would help maintain the workforce and not have interrupted services. He continued that the Police Department was enforcing social distancing so enforcing the masks would work hand-in-hand. Councilman Jarman said this was part of the solution, but not an immediate effect. He agreed not singling out restaurants.

Mayor Sheldon said education was the better option. He said he was willing to wear a mask if asked, but not mandated. He said he had received numerous emails, that the Council cared more about money than lives. He said the Police Department could not enforce this Ordinance. The Mayor said he personally wore a mask because it was the right thing to do, but he was not a fan of a mandate. He said it was important to show the Council cared and that the last thing the City needed was to close the beach again. He said he worried about our First Responders. He agreed that the 50% should be extended to all businesses. But no mandate.

Discussion ensued concerning enforcement. Councilman Casto said this would be a burden on businesses. He spoke of going to the doctor and being required to wear a mask. He said the protection worked best when everyone wore a mask.

Councilman McConnell said the City could not afford another week without some action. He said he believed in a layered approach and understood the reason for mandatory masks. He spoke of the lack of data from the Health Department on the numbers of negative cases as well as the five day lag in receiving testing results. He said he worried that the City could not respond quickly enough with that lag. He said he did not support mandatory masks but was concerned about enforcement. He recommended removing the mandatory mask requirement. Mayor Sheldon said any business that had an employee case should close, such as Firefly.

Councilman McConnell said he agreed with the employees wearing masks, closing the loopholes, and reopening the bars that sold food. He said the Ordinance would need an enforcement mechanism and asked for common sense to be placed in the Ordinance. He also wanted 50% across the board, not merely restaurants.

Discussion ensued concerning restaurants, with most servers already wearing masks. Mayor Sheldon said it was critical to continually educate people with the social distancing the best aspect. Councilman Chester was concerned about checking IDs to be served alcohol if wearing a mask. Councilman Casto said he supported mandating the employees wear masks and recommend the public customers wear masks. Councilman McConnell supported social distancing at the checkout counters. Councilman Chester asked about the businesses in the unincorporated sections of the beach and if the discussion should be extended a few more days. Mayor Sheldon said it would be difficult for the businesses to be prepared so quickly. Councilman McConnell suggested the social distancing by Friday and the masks Monday.

Discussion ensued concerning the citation fees, with the suggestion making the fee higher at the second offense. Chief Whitman said he could not enforce public masks because the person could not be asked why they were not wearing the mask and his concern about the flood of calls into dispatch about people not wearing masks.

At this juncture, the Council called a short recess at 10:20 A.M. so that the attorneys could revise the language of the draft Ordinance. At 10:43 A.M., the Mayor reopened the meeting and Ms. Myers read the revised Emergency Ordinance 1533-E by title.

Councilman McConnell said this would apply to all businesses except hotels and condos. Ms. Myers clarified the effective dates. Councilman McConnell spoke of indoor amusements such as Rock It Lanes not being covered by the 50%. The other Councilors agreed that they should also be covered by the regulations.

For the effective date, Mr. O'Rourke recommended all Monday so that the entire weekend could be used for educating the public. He added that the Chamber could work with the City as there would be a lot of people to visit. Councilman McConnell suggested getting the Ordinance in place prior to the weekend because a full beach was expected. Councilman Casto agreed with Councilman McConnell. Mayor Sheldon said he wanted to see the draft signage so that it could be in place before the weekend.

Ms. Myers read the final version of Emergency Ordinance 1533-E by title. The Mayor asked if there were any further comments. There were none. **Councilman McConnell made the motion to approve Emergency Ordinance 1533-E. Second**

was by Councilman Jarman and the motion passed by the unanimous roll call vote recorded as follows:

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

ITEM 2 OTHER ACTION NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE AGAINST THE SPREAD AND EFFECTS OF COVID-19.
Mayor Sheldon called for public comment from the floor.

1 Mr. Burnie Thompson. Mr. Thompson asked what time the Ordinance would take affect Monday. Mayor Sheldon replied 5:00 P.M. Mr. O'Rourke said he had nothing further to add.

With nothing further, the meeting was adjourned at 10:55 A.M.

READ AND APPROVED this 28th 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

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 23, 2020.

ROLL
MAYOR MARK SHELDON

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
MICHAEL JARMAN

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

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

Pastor Ramon Duvall of the Beachside Fellowship Church gave the invocation and Councilman Chester led the Pledge of Allegiance.

Mayor Sheldon read the Community Announcements.

The Minutes of the Regular Meetings of June 11 and June 25, and the Strategic Planning Workshop of June 18, 2020 were presented for approval.

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

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

Mr. O'Rourke asked to remove Regular Item #4, **Ordinance 1534, Beach Safety Emergency Lanes**, as it needed more work. 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 Chester	Aye
Councilman McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

PRESENTATIONS

1 "NATIONAL KOREAN WAR VETERANS ARMISTICE DAY" PROCLAMATION AND PRESENTATION TO COMMANDER MARY LEMBERG OF VFW POST 10555. Councilman Chester invited Commander Lemberg to the podium as he read the

Proclamation declaring July 27th as the 65th anniversary of "National Korean War Veterans Armistice Day". She accepted the Proclamation and announced the names of the Korean Veterans in the Post: Joseph Cowan, Charles Heyman Jr, Dana Johnson, Charles O'Connor, Robert Parks, Clifford Teeter, Jimmy Phelps, Al Gauthreaux, and Tom Pollard. Councilman Chester added Mr. Ben Graham.

2 EMPLOYEE RECOGNITION. Ms. Philput invited Mr. Brent Gust to the podium to accept his 5 year recognition award. She also announced the employees who were being recognized but could not attend the meeting: Captain Richard McClanahan for 25 years, Mr. Gabe Moschella and Ms. Melanie McCormick for ten years each, and Mr. Joshua Wurst and Mr. Bradley Taylor for five years each.

3 LEGISLATIVE RECOGNITION. SENATOR GEORGE GAINER, REPRESENTATIVE JAY TRUMBULL, AND FLORIDIAN PARTNERS, LLC. Mayor Sheldon presented plaques of appreciation to Senator Gainer, Representative Trumbull, and the members of Floridian Partners, LLC, for their critical work in securing the Bay Parkway funding for the 2020-2021 Florida Budget. The Floridian Partners present were Ms. Melissa Ramba, Mr. Jorge Chamizo, and Mr. Charlie Dudley.

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

Mayor Sheldon opened the floor for Public Comments.

1 Mr. Gary Beck. Mr. Beck spoke of the Constitution and the Bill of Rights, stolen inventions and BP funds, and media attacks.

2 Mr. Jeff Clarence, Vice President of Keep PCB Beautiful. Mr. Clarence spoke of the "Adopt a Beach Access" initiative. He spoke of garbage they removed last year as well as filling holes in the sand. He said St. Joe had donated a Kawasaki Mule to help but that they had been denied a beach permit because no unauthorized vehicular traffic was allowed on the sand. He said he had spoken with Deputy Chief Lindsey who recommended he speak with the Council and City Manager. Councilman Casto asked how many vehicles and Mr. Clarence replied only one for their cleanups on Wednesdays and Saturdays.

With nothing further, The Mayor closed the Public Comments section.

AMENDED REGULAR AGENDA- DISCUSSION/ACTION

ITEM 1 NORTH GLADES COMMERCIAL PLAT APPROVAL, PUBLIC HEARING.

Mayor Sheldon opened the Public Hearing at 9:22 A.M. Ms. Myers asked the Council members to give their Jennings Disclosures. Councilman Jarman knew the property location and had spoken to no one. Councilman McConnell knew the location and had spoken with no one. Councilman Chester knew the property location and had spoken with no one. Councilman Casto knew the location and had spoken with no one. Mayor Sheldon also knew the property location and had spoken with no one.

Mr. Sean McNeil, engineer, said the plat was a straightforward plat. Councilman Casto said the road would remain private and Mr. Shortt said the utilities would be dedicated to the City.

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

Ms. Jenkins said the Hearing was properly noticed, and one drainage easement would be dedicated to the City. Mr. Leonard said the project was in City limits and was consistent with the Comp Plan and LDC. Ms. Myers said the title search had been done

and it appeared the plat met the Florida Statutes. Mayor Sheldon asked if there were any questions and there were none.

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

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

ITEM 2 ORDINANCE 1518, AMENDING MAXIMUM HEIGHT IN MILITARY OVERLAY DISTRICT, 2ND READING, PUBLIC HEARING. Ms. Myers read Ordinance 1518 by title. Mayor Sheldon opened the Public Hearing at 9:27 A.M. and called for comments. There were none. He closed the Public Hearing at 9:27 A.M.

Councilman Casto made the motion to approve Ordinance 1518. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 3 ORDINANCE 1535, CODE ENFORCEMENT AUTHORITY, 1ST READING. Ms. Myers read Ordinance 1535 by title. Mayor Sheldon opened the floor for comments.

Mr. Gary Beck spoke of the Code Enforcement lien on his home that is in the County. He elaborated.

With nothing further, the Mayor closed the floor for comments.

Ms. Myers said this Ordinance ratified the Emergency Ordinance recently adopted.

Councilman Jarman made the motion to approve Ordinance 1535. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 4 ORDINANCE 1534, BEACH SAFETY EMERGENCY LANES. Removed.

ITEM 5 RESOLUTION 20-138, CITY CLERK CONTRACT. Ms. Myers read Resolution 20-138 by title. The Mayor opened the floor for comments.

Mr. Burnie Thompson. Mr. Thompson asked if this contract included the duties of the Civil Service Board. Ms. Myers replied that Ms. Fasone had reviewed the revised duties and accepted the changes. Mr. O'Rourke said he was thrilled Ms. Fasone could start September 8th and he felt she was fully capable of handling both jobs.

Councilman McConnell made the motion to approve Resolution 20-138. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 6 RESOLUTION 20-139, POLICE DEPARTMENT VEHICLE PURCHASE. Ms. Myers read Resolution 20-139 by title. The Mayor called for public comment and there was none.

Councilman Chester made the motion to approve Resolution 20-139. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 7 DISCUSSION- REQUEST FOR PROPOSAL FOR POLICE BODY WORN CAMERAS. Chief Whitman said these body cameras were for the protection of his officers as well as the general public. He said there would be training and the videos would be open to public record requests. Mayor Sheldon said these would be a key asset and asked for the Chief to look into dashboard cameras. Councilman McConnell said this would be good all around.

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

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

ITEM 8 RESOLUTION 20-140, CROSS CONNECTION PROGRAM UPDATE. Ms. Myers read Resolution 20-140 by title. Mayor Sheldon opened the floor for comments. There were none.

Mr. Shortt explained the system had been in place since 1996, originally geared toward commercial properties to protect the City's system from backflows. However, FDEP now required connections for individual homeowners with irrigation systems. He displayed photos and explained that if the irrigation was not on the house meter, reclaimed water, or a well, the new system would be required. He continued that the system would be tested when installed and retested every two years, paid by the homeowner. He said the cost would be approximately Two Thousand Dollars.

Mayor Sheldon asked how more subdivisions could go with the reclaimed water system. Mr. Shortt replied it was costly for across the road access and driveways. He said it was very expensive to retrofit, but he could get estimates.

Councilman Casto asked if the equipment could be installed in the meter box. Mr. Shortt explained that the test ports must be out of the water and elaborated.

Councilman McConnell asked about the DEP enforcement ramifications. Mr. Shortt explained that the County was currently under a Consent Order. Councilman McConnell asked about any grandfathering options. Mr. Shortt explained in detail and said the State of Florida was the only state who required such equipment. He said the City allowed up to two years for the homeowner to come into compliance. Councilman McConnell said he was concerned about the cost for the low-income areas. Ms. Myers said the two year period currently existed but DEP may change. Mayor Sheldon said it was a State mandate and a burden.

Councilman McConnell made the motion to approve Resolution 20-140. Second was by Councilman Jarman and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 9 RESOLUTION 20-141, ECONOMIC DEVELOPMENT ADVISORY COMMITTEE CREATION. Ms. Myers read Resolution 20-141 by title and said this Committee would have ten members with three ex-officio members from the Bay County School Board, Airport Authority Board and the Beaches Chamber. The Mayor called for public comment and there was none.

Mr. O'Rourke said the City was blessed with a tourist-based economy but with the event of the COVID, there was a clear need to enhance our economy. He spoke of working in partnership with diversified interests to strengthen the City. Councilman Chester asked about adding a member of the TDC as an ex-officio, and Mayor Sheldon agreed. There were no objections.

Councilman McConnell made the motion to approve Resolution 20-141 amended adding the TDC member as an ex-officio. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 10 APPOINTMENT OF COUNCIL LIAISON AND ECONOMIC DEVELOPMENT ADVISORY COMMITTEE. Mayor Sheldon opened the floor for public comment. There was none. The Council members announced their choices as follows: Councilman Jarman chose Mr. John Robbins and was waiting for his second to respond. Councilman McConnell chose Mr. Ben Lee and Mr. Garrett Wright. Councilman Chester chose Mr. Ethan Register and Mr. Peter Fischetti. Councilman Casto chose Mr. Bill Logsdon and Mr. Skip Stoltz. Mayor Sheldon chose Mr. Brandon Miller and Ms. Cindy Duncan.

Councilman McConnell made the motion to appoint Mayor Sheldon as the Council Liaison. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

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

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

ITEM 11 COVID-19 ACTION AND DISCUSSION. Mayor Sheldon opened the floor for comment and there was none.

Mr. O'Rourke spoke of the significant increase in numbers with Panama City having two thirds of all the cases for the County with many of the City employees living in Panama City. He explained the measures being taken to erode the pandemic.

Mayor Sheldon said he hoped the community would voluntarily wear masks. He said many big businesses were already mandating masks and he was only seeing the numbers rising. He said he was concerned about our senior citizens and having to make an unpopular decision. Councilman Chester spoke of his concerns about enforcement. Mayor Sheldon agreed that the problem would be enforcement and said data would drive the Council decision. Councilman Casto said 75% of our visitors were not wearing masks. He said it was a simple requirement for everyone to wear a mask when they entered a building. He said the City could not withstand another shutdown.

Discussion ensued concerning enforcement and fines for non-compliance. Councilman McConnell said mandating masks were appropriate but he felt the fines were egregious. He thought more \$25 and \$50. Mr. O'Rourke said the City had ordered Twenty Thousand masks which would be available. Councilman McConnell said he was concerned about people calling to report no masks and that possibly a special telephone line should be set up for such calls, to take the burden off 911. Councilman Casto said he was fine with adjusting the fines and that most people would do the right thing.

Councilman Casto made the motion to approve changes to the draft Ordinance as discussed. Second was by Councilman Jarman.

Ms. Myers said she would make those changes and asked Mr. Pickle to display the revised version on the monitor for review. Councilman McConnell said it was a big problem with employers letting their sick employees continue to work. Mayor Sheldon concurred, if sick go home. Councilman Jarman said masks protect the employees from the patrons.

ITEM 12 DISCUSSION- ADMINISTRATIVE REORGANIZATION. Mayor Sheldon opened the floor for comments.

Mr. Burnie Thompson commented that the City Clerk was a prominent position and not subordinate to the City Manager. He said the Clerk would need dedicated help. He spoke of the City Clerk duties as outlined in the Charter. With no further comments, the Mayor closed the floor.

Mr. O'Rourke said Mr. Thompson's concerns were valid. He said the Clerk would now have two responsibilities and he would only have oversight on the Civil Service duties. He spoke of the financial savings and that the new City Clerk had the skill to do both jobs. He said he was comfortable the combination would be successful. He added that he did not need an Executive Assistant, and the savings would be Twenty Thousand Dollars per year.

For the second position, this would be for the volunteer program and to supplement the work force. He said there would be no added staff. This new position would also be able to communicate more with the public on the CRA. He said some of the hours would be from one of our receptionists. He spoke of the net savings for both positions.

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

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

ITEM 13 DISCUSSION- FRANK BROWN PARK 8 ACRE DEVELOPMENT. Mayor Sheldon called for public comment and there was none.

Mr. O'Rourke explained the plan to solicit opportunities to develop the eight acres, with the possibility of significant ground lease revenue. He said its use as a parking lot could have a higher alternate use. He said this opportunity would generate additional revenue without raising taxes or user fees.

Councilman McConnell said he had reservations for the City using the space for anything other than recreation. He said he would be interested in seeing the proposals but felt it was a loss. Councilman Chester questioned where the parking would be available for tournaments. Councilman Jarman said possibly behind Frank Brown Park, but this matter was only a test.

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

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

ITEM 14* DISCUSSION- SOUTH THOMAS PARKING LOT DEVELOPMENT. Mayor Sheldon opened the floor for comments. There were none.

Mr O'Rourke said the two acre lot met the needs of the CRA as well as afforded the opportunity for a small commercial development. He spoke of issuing a Request for Proposals to generate a revenue stream. Then the Council could decide on the best and highest use for the land. Councilman Chester said he favored a sunset clause after ten years, for the land to revert back to the City. he suggested possibly an amusement. Mr. O'Rourke said the land was a blank canvas and the responses would see what money could be generated.

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

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

ITEM 15 DISCUSSION- FOOD TRUCKS IN CITY LOT. Mayor Sheldon opened the floor for comments and there were none.

Mr. O'Rourke said food trucks were widely popular but it would be important for them to move every day. He suggested maybe establishing something on a temporary basis to test the waters and suggested the lot at Ripley's. Mayor Sheldon said he did not think City land was the best place as our brick and mortar restaurants would be hurt. Mr. O'Rourke suggested a "food truck court concept" and try it for six months. Councilman McConnell said the food truck Ordinance would have to be revisited to remove the bathroom requirements, and he preferred the City to remain neutral. Mr. Leonard explained the current ordinance only allowed a food truck for seven days within thirty days on one site. The Ordinance would have to be amended for a longer period. Mr. O'Rourke said he would propose to bring the Ordinance back to Council, to be fair to the brick and mortar restaurants, and meet the demand by the private sector. There were no objections.

ITEM 11 COVID-19 ACTION AND DISCUSSION (Continued). Ms. Myers read the amended title of Emergency Ordinance 1536-E and the draft was displayed. She highlighted the changes for enforcement, cleaning, expansion for patrons, and a sunset date. Mayor Sheldon called for comments from the floor.

1 Mr. Rex Reid. Mr. Reid spoke of re-educating people and erroneous CDC numbers. He spoke of actions based on fear rather than following facts.

2 Ms. Colleen Swab. Ms. Swab asked how masks usage could be enforced.

3 Mr. Jeff Clingeu. Mr. Clingeu said ne could not tolerate a mask for medical reasons. He spoke of reasonable accommodations and said the fines would be a burden.

4 Mr. Burnie Thompson. Mr. Thompson said the new Ordinance would not be enforceable.

5 Mr. Gary Beck. Mr. Beck spoke of the fake media and fake news. He said the COVID was creating a division within the nation.

6 Ms. Debbie Ward. Ms. Ward spoke of the online comments, concerns about hotel lobbies and questions about enforcement.

With nothing further, the Mayor closed the comment section.

Mayor Sheldon spoke of the ADA exemption and it would be up to the individual businesses to refuse service if no mask. Councilman Jarman spoke of the debate about the efficiency of different masks. The Mayor said the signage would need to be modified. Councilman McConnell said he still had deep reservations on the enforcement side. He said he had received many emails the last week shifting toward requiring masks. Mayor Sheldon said his emails since last week had also gotten stronger. Councilman Chester said his emails had been in support of masks.

Discussion ensued concerning the 5 P.M. Monday effective date. Mayor Sheldon suggested a sunset date of August 13th and allow the Council to look at the issue at each

future meeting. Ms. Myers said the regulations could be extended by Resolution. Ms. Myers read the revised Section 9 which included common spaces within hotels unless outside.

Councilman Jarman made the motion to approve amended Emergency Ordinance 1536-E. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

CITY MANAGER REPORT

Mr. O'Rourke thanked retired Fire Chief Larry Couch for his thirty-two years of service to the City and community. He announced Deputy Fire Chief Ray Morgan would be serving as Interim Fire Chief. He said the Citizen Survey would go out to the community in a week and said the Census results were still a low 26%. He said a Budget Workshop was planned for August 20th, with a very conservative General Fund for next year. He said contingencies were being built into the budget if the economy improved. He said a Beach Service Workshop would be held September 1st. He announced that an Employee Council was being created.

CITY ATTORNEY REPORT

Ms. Myers said the City would receive a Three Hundred Forty-One Thousand Dollar check from the BP claim in two weeks.

COUNCIL COMMENTS

Councilman Casto had no comments.

Councilman Chester said Mr. Chris Tilley from Pier Park would be here August 13th, and he reminded that Pier Park Drive was closed. Councilman Jarman had no comments. Councilman McConnell urged the community to complete the Census. Mayor Sheldon thanked the attorneys for the funding recapture. He also thanked Senator Gainer, Rep. Trumbull and the Floridian Partners for their work on the One Million Dollar appropriation for Bay Parkway. He said he would also like to see some "Coming Soon" signs allowed in the LDC to keep the community informed.

With nothing further, the meeting was adjourned at 11:30 A.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 28th 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

DRAFT

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
August 28, 2020

3. REQUESTED MOTION/ACTION:
WAIVE THE CONFLICT OF INTEREST OF FINANCIAL ADVISORY BOARD MEMBER KATY HEWITT BY TWO-THIRDS VOTE

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

On May 28, 2020, the City Council established the Financial Advisory Board, and appointed Katy Hewitt as one of its five members. Ms. Hewitt is employed by Rotolo Consultants, Inc., who, prior to Ms. Hewitt's appointment, was contracted to provide landscaping services within the Front Beach Road Community Redevelopment Area (Contract 1). Since Ms. Hewitt's appointment to the Board, Rotolo has submitted a proposal to provide landscaping services at City Parks, in response to the City's competitive solicitation for those services. Staff has determined that Rotolo was the lowest responsive bidder, and recommends the Council approve the award of that contract to Rotolo (Contract 2). Ms. Hewitt did not participate in the City's preparation or evaluation of that solicitation, or Rotolo's response to it.

Section 112.313 governs the standards of conduct for public officers, which standards apply to advisory board members. Section 112.313(3) of this statute prohibits a public officer from doing business with its agency, which in this case is the City Council. However, this section does not apply to contracts entered prior to the official's appointment to public office, such that no conflict exists with regard to Contract 1. With regard to Contract 2, Section 112.313(12) provides that conflicts pursuant to subsections(3) (Doing Business with One's Agency) and (7)(Conflicting Employment or Contractual Relationships) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waive and an affirmative vote in favor of the waiver by two-thirds vote of that body.

Staff believes Ms. Hewitt is an asset to the Financial Advisory Board and requests the Council waive the conflict of interest regarding Contract 2.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

August 28, 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 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 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, WAIVING A CONFLICT PER SECTION 112.313(12); 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 by the City Council of the City of Panama City Beach that:

1. The conflict of interest set forth in Sections 112.313(3) and (7), Florida Statute, as exists by virtue of the employment of Financial Advisory Board member Katy Hewitt by Rotolo Consultants, Inc., is hereby waived pursuant to Section 112.313(12), Florida Statutes.
2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Rotolo Consultants, Inc., for City Parks Lawn Mowing and Landscape Maintenance, in the basic 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 special 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
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EXCESS OR UMBRELLA LIABILITY COVERAGE

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

INSURED Rotolo Consultants, Inc. 38001 Brownsvillage Road Slidell LA 70460	ROTOCON-01
--	------------

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 INSD	SUBR WVD	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 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	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 N	N/A	XSWC071151	6/30/2019	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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			77HX209588 ITH100085017520 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 

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ADDITIONAL REMARKS SCHEDULE

AGENCY BXS Insurance		NAMED INSURED Rotolo Consultants, Inc. 38001 Brownsville 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.
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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.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

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

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: XSGL-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 Bee
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



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

ROTTLO 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

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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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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REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

AUGUST 28, 2020

3. REQUESTED MOTION/ACTION:

APPOINT MEMBERS TO FILL VACANCIES IN ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

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)

TWO MEMBERS OF THE CITY'S ECONOMIC DEVELOPMENT ADVISORY COMMITTEE HAVE RESIGNED, CREATING VACANCIES TO BE FILLED BY COUNCILMEN JARMAN AND MCCONNELL.

STAFF REQUESTS EACH COUNCILMAN NOMINATE NEW APPOINTEES TO FILL THE VACANCIES, AND A MOTION FROM THE COUNCIL TO APPROVE THE SLATE OF NOMINEES.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE, Res 20-141, dissolve 9/30/22-

Staff Liaison- Mel Leonard

Council Liaison- Mark Sheldon

Ex-Officios-

PCB Chamber (Kristopher McLane) kristopher@pcbeach.org

NWFL Beaches Intl Airport Authority (Parker McClellan) pmcclellan@pcairport.com

Beach rep on Bay Dist School Board (Steve Moss) mossst@bay.k12.fl.us

TDC (Dan Rowe) drowe@visitpanamacitybeach.com

Robyn Evans	(Jarman) (Jarman) (McConnell)	c850-661-9223	robyn@bythesearesorts.com
Garrett Wright	(McConnell)	c850-851-8085	garrett@bayeda.com
Ethan Register	(Chester)	c850-890-1955	ethan@hiexpresspcbeach.com
Peter Fischetti	(Chester)	c951-272-1530	fischettipub@sbcglobal.net
Bill Logsdon	(Casto)	c850-596-8194	wlogsdon@gmail.com
Skip Stoltz	(Casto)	c850-276-6111	skipstoltz@knology.net
Brandon Miller	(Sheldon)	c850-687-3291	brandon.miller@sunbeltrentals.com
Cindy Duncan	(Sheldon)	c850-319-1075	weathcm@gmail.com

REGULAR ITEM

3

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration

2. MEETING DATE:

08/28/2020

3. REQUESTED MOTION/ACTION:

Approve a conversion from a traditional vacation and sick time policy to a Paid Time Off (PTO) policy.

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 an effort to give employees greater freedom for the use of their time off, the City wishes to convert to a Paid Time Off (PTO) program effective January 1, 2021.

PTO plans allow employees to use time off for any reason, thus simplifying the administrative process considerably. At the core of a PTO plan is the principle that employers aren't managing the reasons for an absence, but rather giving employees the freedom to use their time off as they see fit. Most private companies use PTO and more governments are moving to PTO for this reason. Bay County, Crestview, Lynn Haven and Pensacola are on PTO plans.

The proposed Resolution converts the City's current program into a PTO program. The Resolution would combine vacation and sick at a one time conversion rate and going forward would allow employees to earn one bucket of time. There is also an annual cash out provision for employees who wish to sell back PTO at the end of the year.

It is worth noting that consistent with the current policy, 2,756-hour employees in Fire Rescue will earn PTO at a different rate than 2,080-hour employees.

Staff recommends approval.

RESOLUTION 20-158

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PAID TIME OFF POLICY TO SUPERCEDE THE CITY'S CURRENT VACATION AND SICK LEAVE POLICIES.

BE IT RESOLVED by the City Council of the City of Panama City Beach, that the Paid Time Off Policy attached and incorporated herein as Exhibit A to this Resolution is hereby adopted, and shall go into effect on January 1, 2021.

AND BE IT FURTHER RESOLVED that all policies or resolutions or parts of resolutions or policies in conflict herewith are repealed to the extent of such conflict.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk

Title: Paid Time Off (PTO) Policy

Effective Date: January 1, 2021

A. Purpose and Accumulation of Paid Time Off (PTO)

The purpose of Paid Time Off, hereinafter known as PTO is to establish a leave program that allows eligible employees flexibility in planning for and taking time off. PTO combines personal business or recreation, doctor appointments and unexpected absences such as illness or illness in the family, into a single system that simplifies accountability and tracking.

Accrual of PTO begins on the date of employment for all regular employees, and in most cases, ends with the date of separation. Regular employees for the purpose of PTO are all employees except part-time and temporary/seasonal status employees. PTO accrual for fractions of a month shall be prorated based on hours credited in a pay period. For the purpose of computing PTO taken, only normal working days/schedules are to be counted as leave.

PTO shall be earned based on the following schedule for regular employees who work 2,080 hours per year:

Less than 5 years of service	152 hours per year
5 – 10 years of service	176 hours per year
11 – 14 years of service	200 hours per year
15 – 19 years of service	224 hours per year
20 years or more of service	248 hours per year

PTO shall be earned based on the following schedule for Fire Rescue employees who work 2,756 hours per year:

Less than 5 years of service	204 hours per year
5 – 10 years of service	235.2 hours per year
11 – 14 years of service	268.8 hours per year
15 – 19 years of service	298.8 hours per year
20 years or more of service	331.2 hours per year

B. Eligibility

All full-time employees are eligible to earn PTO.

C. Restrictions on Accumulation of PTO

An employee shall not earn PTO during a leave of absence without pay, a suspension without pay, or when the employee is otherwise in a non-pay status. Further, should an employee use PTO in conjunction with resignation, such employee shall not earn additional PTO during such leave period.

Earned PTO may not exceed:

Regular employees who work 2,080 hours per year.	380 Hours
Emergency Services employees who work 2,756 hours per year.	440 Hours

Amounts in excess of that shall be forfeited unless used by the end of the pay period in which December 31 falls.

D. Payout of PTO Upon Separation from Employment

In cases of separation from employment with the City by voluntary resignation, involuntary reduction in workforce or occupational disability, employees who have successfully completed their probationary period may receive a maximum PTO payout as shown below:

Regular employees who work 2,080 hours per year.	380 Hours + Current Year Accrual
Emergency Services employees who work 2,756 hours per year.	440 Hours + Current Year Accrual

E. Use of PTO

Employees shall begin accruing PTO on the beginning date of employment but shall not be permitted to use PTO until completion of three (3) months of employment. In some cases, a new employee may need to use time prior to completion of the 90-day waiting period, and this exception may be approved by the Department Head.

The employee shall charge absences from work to PTO according to the number of leave hours rounded to fifteen (15) minute minimum increments. The timeclock will read (0.25, 0.5, 0.75 or 1.0)

The Human Resources Division will be responsible for the implementation and compliance of this policy. Any amendments made after the effective date will be made available to all employees of the City.

F. Exhaustion of PTO Leave

When an employee qualifies for FMLA and the employee's PTO has been exhausted, any absences from work due to a medically certified illness or injury will be taken as leave without pay (LWOP) during which time no further PTO accrues.

If an employee has exhausted all FMLA and PTO and requests additional time off, the employee's supervisor may deny approval for the request. If the supervisor would like to grant the requested leave time, it must be approved by the City Manager.

G. Approval of PTO Leave Requests

An employee must request PTO in advance in accordance with current Executime Policies and Procedures so conflicts may be avoided, and coverage assured. Approval of PTO is based on the needs of the department and is not guaranteed. Leave requests in excess of two consecutive weeks must be approved by the City Manager.

Excessive unscheduled absences, especially those occurring on the first or last day of the employee's work week/schedule, may result in disciplinary action up to and including termination.

If an emergency prevents prior approval of leave, the employee must contact his/her immediate supervisor by his/her scheduled start time to report the absence. If the immediate supervisor cannot be reached, the employee should contact and secure the approval of the designated supervisor next in line of authority or the employee's Department Head.

H. PTO Advances Prohibited

No employee shall be allowed to use PTO that has not already been earned.

I. PTO Records

PTO accumulation and usage records for all employees shall be maintained by the timeclock and Payroll. No PTO shall be granted except on the basis of such PTO records.

J. Sick Leave Bank (SK1)

This section applies only to those employees who have banked sick leave hours remaining prior to the conversion of the sick leave program on June 1, 2017.

When using these hours, they shall be charged in fifteen (15) minute minimum increments. Should holidays occur during the sick leave period, the holidays shall not be chargeable to banked sick leave.

To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or Department Head prior to his/her scheduled start time to report the absence. An employee operating on a 24-hour basis must notify the department within the time limit established by the department. This provision may be waived if the employee submits evidence that it was impossible to give such notification. The Department Head may request a physician's statement to verify the illness of an employee or member of an employees' family.

Sick Bank hours may be used when all PTO has been exhausted and the employee is still out for the reasons listed below:

- Personal injury, pregnancy, illness, or disability not connected with work and also for workers' compensation and reasons granted under FMLA.
- Medical, dental, optical or chiropractic examination or treatment
- Exposure to a contagious disease which would endanger others as recommended by a physician.
- Illness of a member of the employee's immediate family which requires the personal care and attention of the employee. The employee's immediate family shall include the following for either the employee or spouse: parent, sibling, spouse, children, nieces, nephews, step-parent, step-children, step-sibling, half-sibling, father and mother-in-law, brother and sister-in-law, daughter-in-law, son-in-law, aunts, uncles, grandchildren and grandparents.

Banked sick leave shall not be paid if an employee submits a resignation and then prior to the last day of work requests sick leave bank hours, unless a medical certificate is provided certifying that such absence was occasioned by illness that prevented the employee from working. Likewise, employees who have officially provided a future retirement date shall be allowed to use no more than ten (10) days of banked sick leave per calendar year in order to maintain workforce integrity. Additional time may be granted with proper medical certification.

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration

2. MEETING DATE:

08/28/2020

3. REQUESTED MOTION/ACTION:

Approve the extension of a Critical Staffing Shortage Pay Program providing for additional pay for those City employees working in positions that are severely understaffed.

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)

Due to the highly competitive labor market following COVID-19, the City has been unable to fill several vacant positions.

This shortage has left some employees to carry an extraordinary burden of working in positions without adequate support of co-workers as needed. These employees are left doing the work of two or three employees and are vital to the City. To incentivize this continued extra effort, the Human Resources director proposed a Critical Staffing Shortage Pay program to offer additional pay for those working without help as budgeted by the City Council.

Resolution 19-1 07 extends a program created one year ago for Critical Staffing Shortage Pay. The Resolution would, under certain conditions, allow nonsupervisory full-time employees working in departments staffed below 75% of their budgeted levels to receive an additional \$80.00 per pay period, and departments staffed below 50% of their budgeted levels receive \$160.00 per pay period. The program requires the shortage to be certified by the City Manager, positions be advertised, and ceases 60 days following staffing levels reaching 75%. There is an exclusion that newly budgeted positions cannot trigger incentive pay.

Staff recommends approval.

RESOLUTION 20-159

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA,
RENEWING A CRITICALLY STAFFING SHORTAGE INCENTIVE PAY
PILOT PROGRAM FOR A PERIOD OF ONE YEAR FROM THE DATE OF
THIS RESOLUTION.**

BE IT RESOLVED by the City Council of the City of Panama City Beach that the City Manager is hereby authorized to implement a Critically Staffing Shortage Incentive Pay Pilot Program for a period of one (1) year from the date of this Resolution under the following terms:

1. A "Critical Staffing Shortage" shall exist when the percentage of budgeted positions of any individual department's nonsupervisory positions reaches below 75%. The City Manager shall, by Executive Order, certify the existence of a Critical Staffing Shortage. The Executive Order shall identify the department and positions affected and request that the Civil Service Board take all actions reasonably necessary to fill the vacant positions from the Executive Order.

2. From the effective date of the Executive Order certifying that more than 25% of the non-supervisory full-time positions are vacant all non-supervisory full-time employees in the affected department(s) shall receive Critical Staffing Shortage Pay in the amount of \$80.00 per pay period. If the percentage of budgeted positions of any individual department's nonsupervisory positions reaches below 50% then the Critical Staffing Shortage Pay shall be \$160.00 per pay period. Critical Staffing Shortage Pay shall cease sixty (60) days from the physical start date of any non-supervisory full time employee whose hire or transfer renders the department staffed at 75% or above. The aforementioned employee shall not be eligible for Critical Staffing Shortage Pay within sixty (60) days of his or her start date.

THIS RESOLUTION shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED in special session this ____ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By _____
MARK SHELDON, MAYOR

ATTEST:

JO SMITH, CITY CLERK

REGULAR ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department / Mel Leonard

2. MEETING DATE:

08/28/2020

3. REQUESTED MOTION/ACTION:

It is requested that the City Council select three applicants from the attached list for appointment to the Planning Board. Additionally, the City Council is requested to then appoint the Chairman of the Planning Board for 2021. Mr. Josh Wakstein currently serves as the Chairman of the Planning Board.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No

N/A

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

Three (3) members of the Planning Board have their terms expiring:

1. Mr. Josh Wakstein - Current Chairman;
2. Mr. Paul Turner; and,
3. Mr. Reggie Johns.

Notice was given to accept applications from City residents to fill the three (3) positions and attached are the qualified applicants. The City Council is requested to appoint three (3) members from the list and then to select a Chairman from the seven (7) members of the Board to serve for 2021.

CURRENT PLANNING BOARD MEMBERS

Regular Meeting	Mark Caron	mcaron@pcbgov.com	9/30/22
2 nd Wednesday	Patrick Hodges	phodges@pcbgov.com	9/30/22
1:00 P.M. (Vice Chair)	Jason Morehouse	jmorehouse@pcbgov.com	9/30/22
4 Yr term	Reginald Johns	rjohns@pcbgov.com	9/30/20
Chair chosen annually by CC	David Scruggs	dscruggs@pcbgov.com	9/30/22
VC chosen by Bd	Paul Turner,	No email	9/30/20
Chair	Josh Wakstein	jwakstein@pcbgov.com	9/30/20

**COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION**

NAME: Reginald W Johns

HOME ADDRESS: 101 Middleburg Drive, PCB

MAILING ADDRESS: 101 Middleburg Drive, PCB

Home Phone: _____ Business Phone: 850 588-7414 Cell: 850 381-8118

How is it best to contact you during the day? cell

E-mail Address: Reggiejohns@bookthefuture.com Fax Number: 850-588-7481

Business Address: 16500 PCB Parkway

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? yes
If you, which one(s)? PCB Planning Board
Which Board would you prefer? _____

Please provide, if desired, briefly your education and experience. currently sitting on PCB planning board

Planning Board meets monthly 2nd Wednesday, 1:00 PM.

My signature below indicates my desire to serve on the Planning Board in a voluntary capacity.

Reginald W Johns
Signature of Applicant

12 Aug 20
Date

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to jsmith@pcb.gov or via fax at (850) 233-5108. Deadline date is Friday, August 14, 2020.

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

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

RECEIVED
AUG 13 2020
IN THE OFFICE OF

COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION
PLEASE PRINT

NAME: Matthew Jones

HOME ADDRESS: 725 Breakfast point Blvd, PCB FL 32407

MAILING ADDRESS: same

Home Phone: _____ Business Phone: 800-249-0521 Cell: 706:570-2424

How is it best to contact you during the day? cell

E-mail Address: matthew@allianceresortgroup.com Fax Number: _____

Business Address: 5 miracle strip loop, ste 15, PCB FL 32407

Are you a registered voter of the City of Panama City Beach? Yes X No _____
Do you hold a public office? Yes _____ No X

At the present time, do you serve on any City Board, Commission or Committee? NO

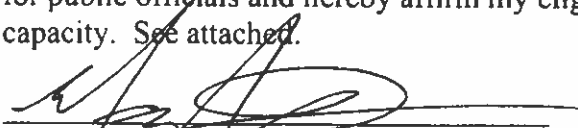
If you, which one(s)? _____

Which Board would you prefer? Planning

Please provide, if desired, briefly your education and experience. Purdue Bachelors in healthcare admin., Purdue MBA, small business owner for 10 years.

Planning Board meets monthly 2nd Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.



Signature of Applicant

8-4-2020

Date

Please return the completed form to Jo Smith at the City Manager's office in person, via email to jsmith@pcb.gov or via fax at (850) 233-5108. Closing Date for applications noon, August 14, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

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

NOTE:

PLEASE INCLUDE RESUME WITH APPLICATION.

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

RECEIVED

AUG 04 2020

**IN OFFICE OF
THE CITY CLERK**

Matthew Jones

Business Leadership

Panama City Beach, FL

matthew@allianceresortgroup.com

7065702424.

Willing to relocate: No

Authorized to work in the US for any employer

Work Experience

Operations Manager/Owner

Alliance Resort Group LLC - Panama City Beach, FL

August 2013 to June 2020

- Developed and operated company
- Managed Human Resources
- Managed \$5 million in revenue generation
- Managed 25 employees and contractors
- Managed Advertising
- Managed payroll processing and basic accounting
- Set schedules for traveling representatives
- Booked travel
- Handled accounts payable
- Handled vendors and merchant accounts
- Self Running- Still in operation

Senior In-House Sales Rep

Wyndham Vacation Ownership - WVO - Panama City Beach, FL

April 2011 to July 2013

Was tasked with meeting current Wyndham owners and charged with upgrading their membership will staying within pre-determined compliance guidelines.

- 2011 Rookie of the year - Over \$1m in sales volume
- 2012 President Club Inductee - Over \$4m in sales volume

General Manager

SHUCKUM'S - Panama City Beach, FL

January 2008 to March 2011

Managed 40 employees and a 400 seat restaurant generating revenue of \$3-\$4 million per year. Handled inventory, purchasing, HR, and budgeting.

Education

Master's in Business Administration

Purdue - Panama City Beach, FL

Graduation Date 9-7-2020

Bachelor's in Healthcare Administration

Purdue - Magna Cum Laude

College in Business

University of Georgia - Athens, GA

August 2004 to May 2006

High school diploma in College Prep

Pacelli Highschool - Columbus, GA

August 1998 to May 2002

Skills

- Accounting
- Accounts Payable
- Budgeting
- Management
- Purchasing
- Procurement
- Bookkeeping
- Computer Skills
- Presentation Skills
- Accounts Receivable
- Marketing
- Office Management
- Event Planning
- Account Reconciliation
- QuickBooks
- General Ledger Accounting
- General Ledger Reconciliation

Awards

Rookie of the Year

December 2011

Highest sales volume of all new representatives

Wyndham Presidents Club Inductee

February 2013

Top 1% of Wyndham Sales reps in the company.

Society for Collegiate Leadership and Achievement- 2019-Present

Certifications and Licenses

Real Estate Broker License

April 2011 to June 2020

Started in 2011 with a Florida Real Estate salesperson license. Upgraded to a brokers license in 2018. License is current through 2022. Can be extended indefinitely with continuing education requirements.

Assessments

Management & Leadership Skills: Planning & Execution — Proficient

June 2020

Planning and managing resources to accomplish organizational goals.

Full results: [Proficient](#)

Analyzing Data — Highly Proficient

June 2020

Interpreting and producing graphs, identifying trends, and drawing justifiable conclusions from data.

Full results: [Highly Proficient](#)

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION
PLEASE PRINT

NAME: Michelle C. Jones

HOME ADDRESS: 104 Johnson Bayou Drive, PCB, FL 32407

MAILING ADDRESS: Same as above

Home Phone: 907-312-0987 Business Phone: _____ Cell: _____

How is it best to contact you during the day? Home Phone

E-mail Address: aksurfer75@hotmail.com Fax Number: _____

Business Address: _____

Are you a registered voter of the City of Panama City Beach? Yes ___ No X
Do you hold a public office? Yes ___ No X

At the present time, do you serve on any City Board, Commission or Committee? _____

If you, which one(s)? No

Which Board would you prefer? Whichever Board that would benefit from my experience.

Please provide, if desired, briefly your education and experience. _____

See Page 1 of Resume for Summary

Planning Board meets monthly 2nd Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.

Michelle C. Jones
Signature of Applicant

4 AUG 20
Date

Please return the completed form to Jo Smith at the City Manager's office in person, via email to jsmith@pcb.gov or via fax at (850) 233-5108. Closing Date for applications noon, August 14, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

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

NOTE:

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PROFESSIONAL OBJECTIVE:

At this time, no professional objective as I am retired. While I am dated, I am a highly accomplished, dynamic, and skilled professional candidate offering decades of Architectural-Engineer Design & Construction Contracting knowledge and training with the Department of Defense. I reached my objective by the end of my career having trained countless civilian and military personnel, touched pretty much the entirety of Elmendorf AFB (JBER), all remote sites of Alaska from the Panhandle to Shemya AB (Erickson) to Nome whether it be Civil, Army or Air Force. I was well known for my knowledge and high integrity in the A-E and Construction and Environmental arena and all Agencies that I dealt with throughout the State of Alaska. I had numerous Bases reach out to me personally, for advice and help.

TRAINING:

Completed all 80 hour mandatory training requirements in a timely manner, I also have pertinent certificates of completion in the following:

Negotiation Strategies and Techniques	January 2007
Managing Performance-Based Service Awards	November 2006
The Project Management Certificate Program: The Kerzner Approach to Project management Excellence	October 2006
DAU Ethics Training for Acquisition Technology and Logistics	January 2005
Air Force Service Quality Assurance	May 2004
Acquisition Professional Development Program (APDP) Level III Certification	October 2003
DAU Management For Contracting Supervisors (CON 333)	March 2003
DAU Contracting Aspects of Value Engineering (CON 236)	November 1998
AFCEE pollution Prevention Opportunity Assessment Workshop	September 1995
Certified Acquisition Professional Level II	September 1994
Intermediate Pre-Award Contracting (CON 211)	April 1993
AFIT Advanced Contract Administration (PPM-304)	April 1992
AFIT Principles of Contract Pricing (QMT 170-91B)	November 1990
Dept of AF Base Contract Law	March 1990
Dept of AF Architect-Engineer Contract Management Seminar	July 1989
US Army LMC Management of Defense Acquisition Contracts	July 1987
USACE Architect Engineer Contracting Procedures & Negotiations	February 1986
GSA Government Contract Administration	April 1985
Contract Admin Procurement Management Interactive Workshop	1985
US ARMY LMC Defense Small Purchase	February 1985

EDUCATION:

March 1976	High School Diploma, Kecoughtan High School	Hampton, VA
1980's	Various Classes, University of Alaska Anchorage	Anchorage, AK
1990's	Various Classes, Wayland Baptist University	Anchorage AK

- I have no desire to compile all of my classes to see if I am eligible for any degree that I have no use for at this time in my life.
-

EXPERIENCE:

November 1994 – April 2011 3rd Contracting Squadron/
LGCA

JBER, AK formerly
Elmendorf AFB (EAFB) AK

Construction Flight

GS-1102-12/07 Lead Contract Specialist Contracting Officer

GS-1102-9/11/ Contract Specialist

- Held a Warrant from 1995 to 2011
- Continually trained and monitored/reviewed on average, 10 military and civilian personnel who rotated out the Flight every 18 -24 months.
- Wrote and assembled documents for IFB's and RFP's for a variety of maintenance/repair construction projects, Architectural-Engineer, to include requirements type and SABER.
- Created original contracts for first Design Build of Wind Generator at a LRRS, first Major Construction Project taken from U.S. Army Corps of Engineers done through RFP using GSA for 17 hangars to house F-22's, first MACC by PACAF.
- Sole responsibility for all Architectural-Engineering (A-E) contracts from cradle to grave.
- Analyzed prices, previous performance of contractors, current commitments, financial responsibility, subcontracting plans, awarded to most advantageous offer based on findings.
- Contacted customer organizations to discuss and furnish information on clarity regarding procurements. This included other Government Agencies to obtain performance data, Certificates of Competence on small business firms from the SBA, wage determinations from DOL. Contacted Congress on required awards.
- Never lost any protests before or after award.
- Negotiated all sizes and manners of issues.
- Administered contracts, conducted site visits, labor checks, charted progress and payments.
- Provided status of all construction projects to the Flight Chief, Commander of the Squadron, Head of Engineering as well as Base Commander, PACAF and Congress. Closed out all construction contracts.
- When necessary, was Acting Flight Chief.
- Held classes for SBA when requested regarding construction arena with the Base.
- Chosen as part of IG team to inspect PACAF Contracting.
- First civilian chosen by PACAF to provide input on suggestions/improvements on military contracting personnel regarding work agenda/requirements.

May 1992 - November 1994

3rd Contracting Squadron/LGCB

EAFB AK

Service Branch

Environmental Contract Specialist

GS-1102-09/06

- Position created due to need of someone specializing in environmental contract activity.
 - Wrote and assembled all documents for RFP's on Environmental projects. Maintained lists and registers for each contract as well as prepared amendments and insured distribution in a timely manner. Responsible for handling, dating, time stamping all proposals and preparing Abstract of Offers of all such proposals. Based on the Abstract, provided averages in regards to proposals compared to the Government Estimate. Reviewed for discrepancies in estimations. Assured information was complete by reviewing contractor's past performance to include ACASS or CPAS Report and determined if submitted bonds, individual sureties were adequate. Conducted Pre-award surveys. Issued Notice to Proceeds after Award.
 - Prepared developmental assignments for the acquisition of (A-E) professional service contracts. Attended and conducted negotiations along with the Contracting Officer (CO). Provided technical advice to environmental contractors, and engineers as well as the CO.
-

- Conducted preselection/selection conferences with board members. Developed procurement plans by review of previous history, specifications or technical data packages. Determined adequacy/completeness of descriptions through various manuals, catalogs or discussions with project managers to identify and initiate any corrective actions.
- Utilized Architect-Engineer Contract Administrative System (ACAS), SBA or other sources.
- Prepared and Issued solicitations. Performed detailed analysis of proposals received to assure compliance. On negotiated procurements, contacted environmental engineers, estimator, negotiator, when prices appeared excessive or underestimated to request closer conformance to instructions or similar matters.
- Monitor contractor performance, negotiated any modifications, tracked progress and other payments. completed and closed out contracts

February 1989 – May 1992

Det 2 5,000 Contracting Squadron

EAFB AK

Construction Branch/LGCK***Contract Specialist******GS-1102-09/01***

- Wrote and assembled all documents for IFB's and RFP's of maintenance/repair construction projects to include Source list, advance notice to plan centers and bidders, synopsisizing to Commerce Business Daily. Maintained lists and registers for each contract as well as prepared amendments and insured distribution. Made all necessary arrangements for Bid Openings and meetings. Responsible for handling, dating, time stamping all Sealed bids/proposals and preparing Optional Form 1419 Abstract of Offers of all such bids/proposals. Based on the Abstract, provided averages in regards to Bids compared to the Government Estimate. Reviewed for discrepancies in estimations. Assisted Bid Opening Official during public Bid openings. Assisted other personnel after opening by preparing final documents.
- Assured information was complete by reviewing contractor's past performance to include CCASS Report and determined if submitted bonds, individual sureties were adequate. Conducted Pre-award surveys. Issued Notice to Proceeds after Award.
- Prepared developmental assignments for the acquisition of A-E and Professional Service contracts. Attended A-E negotiations along with the CO to provide technical advice.
- Analyzed prices, previous performance of contractors, current commitments, financial responsibility, subcontracting plans, recommended the most advantageous offer based on findings.
- Contacted customer organizations to discuss and furnish information on clarity regarding procurements. This included other Government Agencies to obtain performance data, Certificates of Competence on small business firms from the SBA, wage determinations from DOL. Contacted Congress on required awards.
- Administered contracts, conducted site visits and labor checks, charted progress, prepared documents for CO's signature.
- Provided status of all construction projects to the Branch Chief. Closed out all construction contracts.
- Created the first checklist for buying and administrating contracts for the Branch. This checklist was forwarded to PACAF headquarters and was eventually refined into what is used today throughout PACAF.
- CCASS and ACASS reports weren't being utilized by the Air Force Squadron until I was hired. They didn't know what it was or how to retrieve it.

October 1988- February 1989

AK District U.S. Army Corps of Engineers

EAFB, AK

Procurement & Supply Division/Procurement Branch- Purchasing Section***Contract Specialist Through REDUCTION IN FORCE******GS-1102-09/02***

- Responsible for all aspect of contracting transactions for fixed price or cost reimbursement type contracts from initiation, coordination of essential information required for publicizing, to recommendation of award for supplies, services, and equipment contracts.
- Researched, confirmed source of supply/characteristics of assigned commodities or services sufficient to identify potential suppliers. Reviewed requisitions, determined method of procurement, wrote determination and findings. Prepared all documentation for CO when negotiations was required. Developed procurement plans by reviewing previous history and specifications or technical data packages and market conditions. Determined adequacy and completeness of descriptions through various manuals, catalogs or discussions with manufacturer's reps or requisitioning sources. Identified and initiated any corrective actions.
- Prepared and issued solicitations. Performed detailed analysis of proposals assuring compliance. Met with project manager, estimator, negotiator, when prices appeared excessive or underestimated to request closer conformance to instructions or similar matters.
- Contacted customer organizations to discuss and furnish information on clarity regarding procurements. This included other Government Agencies, the SBA, wage determinations from DOL.
- Monitored contractor performance, solved problems relating to contract modifications, progress and other payments.
- Prepared termination files for contract termination actions. This included amounts paid, audit reports, product rejections. Reviewed terminated inventories.
- Reviewed completed contract files to determine completeness of administrative actions.

May 1987 - August 1988

AK District U.S. Army Corps of Engineers EAFB, AK

Engineering Division/Project Management Branch/Project Support Section

Contract Specialist

GS-1102-09/02

- Responsible for all aspect of contracting transactions for fixed price or cost reimbursement type contracts from initiation, coordination of essential information required for publicizing, to recommendation of award for A-E and Professional Service contracts.
- Conducted preselection/selection conferences with board members. Developed procurement plans by reviewing previous history and specifications or technical data packages. Determined adequacy and completeness of descriptions through various manuals, catalogs or discussions with project managers to identify and initiate any corrective actions.
- Utilized A-E Contract Administrative System (ACAS), SBA or other sources.
- Prepared and issued solicitations. Performed detailed analysis of proposals received to assure compliance. On negotiated procurements, met with project managers, estimator, negotiator, when prices appeared excessive or underestimated to request closer conformance to instructions or similar matters.
- Administrated principles and practices to monitor contractor performance, solve problems relating to contract modifications, progress and other payments.
- Prepared termination files for contract termination actions. This included amounts paid, audit reports, product rejections. Reviewed terminated inventories.
- Reviewed completed contract files to determine completeness of administrative actions.

May 1985 - May 1987

AK District U.S. Army Corps of Engineers EAFB, AK

Procurement & Supply Division/Contracts and Modification Section

Contract Specialist

GS-1102-05-07/02

Through guidance from higher Contract Specialists at the lower grade to independently creating up to multi-million dollar contracts:

- Capable of interpreting Contracting Regulations and Clauses to include, DAR, FAR, AFAR Engineering Regulations, technical material and construction drawings.
- Wrote and assembled all documents for IFBs and RFPS of major construction projects and required corresponding documents. Maintained lists and registers for each contract as well as prepared amendments and insured distribution.
- Made all necessary arrangements for Bid Openings and meetings. Responsible for handling, dating, time stamping all Sealed bids/proposals and preparing the Abstract of Offers of all such bids/proposals. Provided averages in regards to Bids compared to the Government Estimate. Reviewed for discrepancies in estimations. Assisted Bid Opening Official during public Bid openings. Assisted other personnel after opening by preparing final documents.
- Assured information was complete by reviewing contractor's past performance to include CCASS reports and determined if submitted bonds, individual sureties were adequate. Conducted Pre-award surveys. Issued Notice to Proceeds after Award.
- Prepared developmental assignments for the acquisition of A-E design contracts. Attended negotiations and provided technical advice along with Engineers.
- Analyzed prices, performance of contractors, current commitments, financial responsibility, subcontracting plans, recommended the most advantageous offer based on findings.
- Contacted customer organizations to discuss and furnish information on clarity regarding procurements. This included other Government Agencies to obtain performance data, Certificates of Competence on small business firms from the SBA, wage determinations from DOL, and Congress on required awards.
- Specialized in Environmental cleanup contracts under the Environmental Restoration Protection Act (ERPA), Environmental Restoration Defense Act (ERDA) and Defense Environmental Restoration Act (DERA).

May 1984 – May 1985

AK District U.S. Army Corps of Engineers

EAFB AK

***Procurement & Supply Division/Contracts and Modification Section
Procurement Clerk***

GS-1106-04/01

- Functioned as key operator of the Jacquard Intelligent Terminal in implementing the Acquisition Management System (AIMS).
- Responsible for maintaining the computer system and backing up the system weekly.
- Prepared and reviewed all correspondence reports and documents needed locally and transmitted and extracted information coded into agency computers for use locally and at higher command levels. Information stored in the system included all critical contracting documents, to include contracts, local correspondence, all reports and lists.
- Assisted in preparation of all documents for IFBs and RFPS and required corresponding documents. Maintained lists and registers for each contract as well as prepared amendments and insured distribution in a timely manner.
- Responsible for assuring reproduction was done on all IFB's/RFP's and drawings and distributed to In-house, other Agencies, requesting Businesses, Plan Rooms.
- Made all necessary arrangements for Bid Openings and meetings. Responsible for handling Sealed bids/proposals by dating and time stamping them and preparing Optional Form 1419 Abstract of Offers of all such bids/proposals. Assisted Bid Opening Official during public Bid openings. Assisted other personnel after opening by preparing final documents.

December 1983 - May 1984

AK District U.S. Army Corps of Engineers

EAFB AK

***Engineering Division/Survey & Drafting Branch- Drafting & Services Section
Clerk Typist***

GS-0322-04/01

- Typed a variety of narrative and tabular material with a wide variety of specialized terminology and symbols in architectural-engineering design for the purpose of applying the information onto construction drawings.
- Maintained and classified a variety of files regarding design and specifications. Obtained, compiled, summarized statistical data.
- Composed routine correspondence from brief notes, oral instructions. Prepared simple charts, graphs, tables and other material.
- Assisted processing engineering drawings and as-builts for both military and civil projects for microfilming, and supported the maintenance of the established files.
- Assisted in the Map Vault consisting of Topographic maps of Alaska, Project drawings, Full sized and half sized Blue Line printing machine.
- Assumed duties of assistant time keeper and file assistant during their absence.

August 1983 - December 1983 AK District US Army Corps of Engineers EAFB AK

Engineering Division/Design Branch- Specifications Section

Clerk Typist

GS-0322-03/01

- Proficient in typing, vocabulary, grammar, spelling for the purpose of proofreading engineering specification standards. Input specifications onto WANG computer system.
- Typed a variety of narrative, tabular material with wide variety of specialized terminology in A-E design for the purpose of standardizing specifications for use of construction projects.
- Maintained/classified a variety of files regarding design and specifications. Obtained, compiled, summarized statistical data in accordance with specific instructions and procedures.

PERFORMANCE STANDARDS AND VOLUNTEER WORK:

- HOA Board Member for Breakfast Point, Panama City Beach (PCB), FL Jan 2018-June 2020
- Volunteered in many areas during the PCB, FL relief efforts after hurricane Michael in 2018.
 - Assisted with a Christmas party with All Things PCB Outreach, a non-profit organization, for the children (and families) attending Oakland Terrace Elementary where many of the surrounding homes were heavily damaged.
 - Collaborated with All Things PCB team in receiving, sorting, distributing supplies to those in need in Callaway, Lynn Haven, and other outlying areas of Bay County.
 - Assisted within our community to help repair homes damaged by the hurricane (e.g. patched roofs, repaired fences, cleaning yard and park debris, etc.).
- Received numerous "Outstanding" ratings under Performance Standards; resulting in promotions as well as incentive awards for the majority of my career with the Government. Documents available upon request.
- Multiple Exemplary Awards and coins
- Union Steward from 1995 -2011
- Sempai to Sensei of International Shotokan Karate Federation for East Anchorage, AK from 1985-2002
- Responsible for 4 exchange students as well as Emergency home for Exchange Student Program in Anchorage, AK 2000 - 2009

REFERENCES: Available upon request.

COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION
PLEASE PRINT

NAME: ERIN SIMMONS

HOME ADDRESS: 310 GRAZE POINT DRIVE, PANAMA CITY BEACH FL 32407

MAILING ADDRESS: 310 GRAZE POINT DRIVE, PANAMA CITY BEACH FL 32407

Home Phone: 940-300-6029 Business Phone: _____ Cell: 940-300-6029

How is it best to contact you during the day? CELL

E-mail Address: ERINELIZABETH6@GMAIL.COM Fax Number: _____

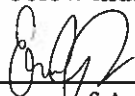
Business Address: _____

Are you a registered voter of the City of Panama City Beach? Yes x No _____
Do you hold a public office? Yes _____ No x

At the present time, do you serve on any City Board, Commission or Committee? No
If you, which one(s)? _____
Which Board would you prefer? Planning Board

Please provide, if desired, briefly your education and experience. I hold a doctorate and currently work as a researcher at the Navy Experimental Diving Unit. I have applicable experience as university advisory council member evaluating proposed construction projects to ensure maximum benefit and compliance with campus building Planning Board meets monthly 2nd Monday, 2PM. and design codes. Currently serving as homeowner representative on Breakfast Point HOA Board.

My signature below indicates my desire to serve on the Planning Board in a voluntary capacity.



Signature of Applicant

13 AUG 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 March 13, 2015. Council will make their choices 3/26/15 at their 2 P.M. meeting.

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

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

RECEIVED
AUG 13 2020
IN OFFICE OF
THE CITY CLERK

Erin E. Simmons

Phone: (940) 300-6029

E-mail (work): erin.simmons1@navy.mil

Email (personal): erinelizabeth6@gmail.com

Address: 310 Graze Point Drive,

Panama City Beach, FL 32407

EDUCATION

Ph.D., Nutrition – Texas A&M University

Attended 08/2014 to 08/2018. Degree requirements completed 08/2018. Graduated December 15, 2018.

Dissertation: *"Integration of total daily protein intake and timing of protein supplementation on muscle anabolism during simulated elite athlete training in fit young males."*

Cumulative GPA: 4.0

Ph.D., Wildlife and Fisheries Science – Texas A&M University

Attended 08/2012 to 07/2014, ABD.

Cumulative GPA: 4.0

M.S., Biological Science - Florida State University

Attended 08/2008 to 04/2011. Graduated April 30, 2011.

Thesis: *"Modeling gag (Mycteroperca microlepis) population dynamics to predict optimal reserve strategy"*

Cumulative GPA: 3.9

B.S., Biological Science - Florida State University

Attended 08/2006 to 08/2008. Graduated August 9, 2008.

Certificate in Marine Biology and Living Resource Ecology, Minors in Chemistry and Mathematics.

Cumulative FSU GPA: 3.8, Graduated *Magna Cum Laude* from the Honors College.

GRE Verbal: 550; Math: 740

Texas Academy of Mathematics and Science at the University of North Texas

Attended 08/2004 to 05/2006. Graduated May 2006.

Cumulative 3.77 GPA

PROFESSIONAL EXPERIENCE

Research Physiologist, Navy Experimental Diving Unit, June 2020 – present

Conduct research as a Principal Investigator for multiple Diver Bioenergetics test protocols in the Warfighter Human Performance Program (WHPP) within the Biomedical Research Department. Additional responsibilities include oversight of the NEDU Physiology Laboratory, obtaining funding from fleet and resource sponsors for current and future projects, participating as a member of the Scientific Review Board, serving as Assistant Public Affairs Officer, and supervising interns and research fellows.

Post-Doctoral Researcher, Florida State University/Navy Experimental Diving Unit, Sep 2019 – present

Worked as an Intergovernmental Personnel Act (IPA) researcher at the Navy Experimental Diving Unit under the Educational Partnership Agreement (EPA) with Florida State University to research bioenergetics of U.S. Navy divers.

Research Physiologist, Bevilacqua Research Corporation/Navy Experimental Diving Unit, Aug 2018 – Sep 2019

Worked as Department of Defense contractor with the Navy Experimental Diving Unit at the Naval Surface Warfare Center in Panama City Beach, Florida as an investigator leading research on the bioenergetics of U.S. Navy divers.

Intern, Naval Research Enterprise Intern Program (NREIP), Summer 2011, Summer 2016

Awarded summer research internships with the Navy Experimental Dive Unit at Naval Support Activity in Panama City, Florida, to conduct human subjects research on performance under extreme diving conditions.

Laboratory Technician, CACI, Inc. for Navy Experimental Diving Unit, Sep 2011 - Jun 2012

Worked as a Department of Defense contractor for the Navy Experimental Dive Unit as a laboratory technician to manage experimental activities associated with physiological research conducted on U.S. Navy Divers. Performed multi-faceted measurements of human performance, diver thermal stress, cognitive function, and heart rate variability.

Environmental Specialist, Florida Department of Environmental Protection, Sep 2010 – May 2011

Developed a plan for utilizing state lands for production of carbon credits and offsetting statewide carbon emissions. Worked with managers and stakeholders for various state agencies responsible for managing state lands.

KNOWLEDGE, SKILLS, AND ABILITIES

Physiology and Metabolism – Knowledge of human physiology, with specialties in diving physiology and metabolism. Extensive experience with dietary assessments, human performance testing, and metabolic analysis.

Research, Development, Testing, and Evaluation – Ability to perform hypothesis testing from conception to completion. Skilled in identifying knowledge gaps, developing hypotheses, objectives, and experimental design, and performing statistical analyses.

Research Collaboration – Ability to work with other researchers, laboratories, and organizations to accomplish a common goal. Skilled in identifying strengths and weaknesses to promote efficient collaboration between individuals or entities.

Communication – Ability to communicate and work productively with collaborators and end users. Extensive experience both writing and presenting scientific and educational material.

Budgeting and Planning – Skills to develop and organize project budgets. Ability to procure funding, plan project milestones and execute spend plans. Knowledge of government purchasing and contracting.

Management and Mentorship – Skilled in supervising support personnel to ensure efficient completion of protocols. Ability to foster productive mentorships that provide growth and learning opportunities for young scientists.

ACADEMIC AND TEACHING EXPERIENCE

Teaching Assistantship, Texas A&M Department of Nutrition and Food Science, Fall 2014-Spring 2017

Thesis for a Master in Biology, FSU Department of Biology, Spring 2011

Teaching Assistantship, FSU Department of Biology, Fall 2009-Spring 2011

Research Assistantship, FSU Department of Biology, Fall 2008-Summer 2009

Marine Certificate Program Internship, FSU Department of Biology, Summer 2008

Directed Individual Study in Reef Fish Ecology, FSU Department of Biology, Spring 2008

CERTIFICATIONS

National Strength and Conditioning Association Certified Strength and Conditioning Specialist (CSCS), Spring 2017

United States Secret Security Clearance, Spring 2016

Collaborative Institutional Training Initiative Human Subjects Research Certificate, Spring 2019

Bloodborne Pathogens Certificate, Spring 2016

Biohazards and Laboratory Safety Certificate, Spring 2016

PADI Divemaster Certification, Summer 2013

OUTREACH PROGRAMS

Dive Master, Texas A&M University Kinesiology Discover SCUBA, Fall 2015

Instructor, Florida State University Young Scholar Program, Summer 2009

Instructor, Florida State Biology Saturday at the Sea, Fall 2007-Spring 2011

Counselor and Instructor, Clemson University Youth Learning Institute, Summer 2007

EXTRACURRICULAR AND COMMUNITY ACTIVITIES

Board Member, Breakfast Point Homeowner's Association, July 2020 – present

Elected to serve as voting member of the Breakfast Point HOA to assist with improvement projects, represent homeowners' concerns to developer, and improve the community and amenities at Breakfast Point.

Volunteer Assistant Coach, Texas A&M Track and Field, Fall 2012 – Summer 2018

Served as assistant coach for Men's and Women's jumps and multi-events at Texas A&M as well as team-wide rehabilitation and prehabilitation, winning three SEC Championships and three National Championships during time with the team.

Member, Texas A&M Council for the Built Environment, Fall 2013 – Fall 2015

Served as graduate student representative for the Council to evaluate proposals and make recommendations to the university president on all aspects of the campus built environment to ensure that the physical campus supports the university's core missions of teaching, research, and service. Evaluated proposed projects to determine benefit, footprint, costs, and adherence to campus design and building guidelines. Served on a special committee to assist redesign of a controversial proposed monument and worked with the artist, 12th Man Foundation, and university officials to reach a mutually acceptable product.

Chair, Aggie Green Fund, Summer 2014 – Spring 2015

Reviewed grant applications for projects designed to enhance sustainability on campus, managed funding and budgeting for approved projects, oversaw committee members and tasks.

Vice President of Information, Texas A&M Graduate Student Council, Fall 2013 – Spring 2014

Served on Executive Board, voted on executive matters, relayed information to GSC body, oversaw Marketing, Outreach, and Multicultural and Diversity committees, served on the Council for the Built Environment, kept minutes, managed email listservs, managed rosters, kept attendance, and updated websites.

Delegate, Texas A&M Graduate Student Council, Fall 2012-Spring 2013

Served as delegate for Wildlife and Fisheries Science Department, responsible for relaying information between department and Graduate Student Council, attending all meetings, and representing department by voting on issues relating to graduate student affairs.

Fellow, Florida Gubernatorial Fellowship, Fall 2010-Spring 2011

Selected to work with the Florida Department of Environmental Protection and the Executive Office of the Governor to gain firsthand experience in creating and passing environmental policy.

National Finalist, Rhodes Scholarship, Fall 2009

Selected as one of twelve District 7 finalists, based on academic scholarship, community service, and athletic vigor.

Student Athlete, Florida State University Women's Track and Field, 2006-2010

Competed in the Triple Jump, Heptathlon, and Javelin for Florida State University.

Student-Athlete Leader, W.I.L.D. Women, Spring 2010-Spring 2011

Participated in WILD Women (Women in Leadership Development) to develop leadership skills in female athletes.

Volunteer, Florida State University Student Athlete Service Projects, Fall 2006-Spring 2011

Big Brothers Big Sisters, Drug Awareness Week, Reading for Children, Book Fairs, Field Days, Fitness Festivals, FSU Dance Marathon, Relay for Life, Women's Fitness Day, Big Bend Homeless Shelter Coalition, Commit to be Fit, United Way Kids' Carnival, Capitol Regional Science Fair Judge.

Volunteer, Equine Angels Special Therapy Center, 2003-2009

Researched therapy methods, prepared session plans, assisted therapist during horseback and aquatic therapy for severely disabled children.

MEMBERSHIPS

American College of Sports Medicine, 2016 – present

National Strength and Conditioning Association, 2015 - present

PADI Professionals, 2013 - present

HONORS AND AWARDS

American College of Sports Medicine – Integrative Physiology of Exercise Outstanding Abstract Award, Fall 2018

Texas A&M Department of Nutrition and Food Science Outstanding Graduate Award, Spring 2018

Texas A&M Pinnacle Honor Society, Spring 2014

Atlantic Coast Conference Honor Roll, 2007-2010

Women's Track and Field Golden Torch Award Recipient for Academic Excellence, 2008 and 2010

Mores Convocation Torchbearer, Fall 2010

Florida State University TRUE Seminole Award for Excellence, Spring 2010

Who's Who Among Students in American Universities and Colleges, Spring 2010

Seminole Torchbearers Society for Undergraduate Leadership, Spring 2009

Golden Key International Honour Society, Fall 2009

Florida State University Honors Scholarship, Fall 2006

REFERENCES

John Florian, Ph.D., Navy Experimental Diving Unit

Former Supervisor, Researcher

Email: john.florian@navy.mil

Phone: (850) 230-3157

Steven Riechman, Ph.D., Texas A&M University

Doctoral Advising Professor

Email: sriechman@tamu.edu

Phone: (979) 862-3213

Pat Henry, Texas A&M University

Texas A&M Track and Field Head Coach

Email: pherry@athletics.tamu.edu

Phone: (979) 571-1453

COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION

NAME: PAUL A. TURNER

HOME ADDRESS: 407 OLEANOR CIR., PANAMA CITY BEACH, FL 32413

MAILING ADDRESS: SAME

Home Phone: 850-234-1648 Business Phone: 850-832-3149 Cell: 850-832-3149

How is it best to contact you during the day? 850-832-3149

E-mail Address: barb-paul@comcast.net Fax Number: NO

Business Address: 1920 TURNER WOOD LN., PANAMA CITY BEACH, FL 32407

Are you a registered voter of the City of Panama City Beach? Yes No
Do you hold a public office? Yes No

At the present time, do you serve on any City Board, Commission or Committee? YES
If you, which one(s)? PLANNING BOARD
Which Board would you prefer? PLANNING BOARD

Please provide, if desired, briefly your education and experience. SERVED ON CIVIL SERVICE BOARD, PRESENTLY ON PLANNING BOARD - 43 YRS. IN BUSINESS ON PANAMA CITY BEACH

Planning Board meets monthly 2nd Wednesday, 1:00 PM.

My signature below indicates my desire to serve on the Planning Board in a voluntary capacity.

Paul A. Turner
Signature of Applicant

8-11-2020
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. Deadline date is Friday, August 14, 2020.

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

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

RECEIVED
AUG 13 2020
IN OFFICE OF
THE CITY CLERK

COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION
PLEASE PRINT

NAME: Josh Wakstein

HOME ADDRESS: 314 Columbus Street. PCB, FL 32407

MAILING ADDRESS: Same

Home Phone: _____ Business Phone: _____ Cell: 850-258-8772

How is it best to contact you during the day? Cell Phone

E-mail Address: JoshWakstein@gmail.com Fax Number: _____

Business Address: 700 Pier Park Drive. Ste-165. PCB, FL 32413

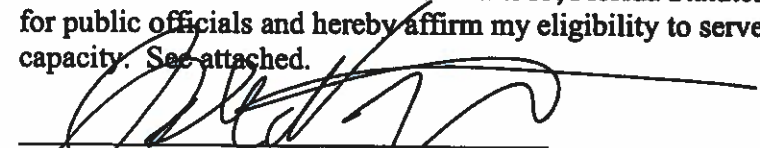
Are you a registered voter of the City of Panama City Beach? Yes X No _____
Do you hold a public office? Yes _____ No X

At the present time, do you serve on any City Board, Commission or Committee? Yes
If you, which one(s)? Panama City Beach Planning Board
Which Board would you prefer? _____

Please provide, if desired, briefly your education and experience. Please See Attached

Planning Board meets monthly 2nd Wednesday, 1 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. See attached.



Signature of Applicant

08/5/2020

Date

Please return the completed form to Jo Smith at the City Manager's office in person, via email to jsmith@pcb.gov.com or via fax at (850) 233-5108. Closing Date for applications noon, August 14, 2020. Council will make their choices 05/14/2020 at their 6 P.M. meeting.

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

NOTE:
PLEASE INCLUDE RESUME WITH APPLICATION.

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

RECEIVED
AUG 06 2020
IN OFFICE OF
THE CITY CLERK

Josh Wakstein
314 Columbus Street
Panama City Beach, FL 32407
Cell Phone #: 850-258-8772

Thank you for taking the time to consider my application to continue to serve on the Panama City Beach Planning Board. I will do my best to be as brief as I can as you likely have many of these applications to review. I am a lifelong resident of Panama City Beach, FL and I have a strong desire to give back to the community that has given so much to me. I have several family owned businesses in and around Panama City Beach employing over 300 people during peak season at Hy's Toggery, Emerald Falls, Cobra Adventure Park, and others. Over the years I have been involved with many different types of businesses: Retail, Real Estate Development and Sales, Property Management, Restaurants, Employee Leasing, Amusement Parks and more. I know that with my experience I can continue to make a strong positive impact on the community serving in this role, and I thank you for your consideration.

Education:

- Florida State University: 2001-2005
 - Bachelor of Science Degree
 - Major: Communication Studies
 - Minor: Sociology
 - Graduated Cum Laude
 - Member of American MENSA
- Bay High School 1997-2001
 - Graduated in the top 10% of students.

Experience:

- Panama City Beach Planning Board
 - 2017-Present (Current Planning Board Chairman)
- Real Estate
 - As a member of a local development team I assisted in the planning, development, and sales of a 400 unit sub division turning raw land into affordable housing in unincorporated Panama City Beach.
 - I am also an active Florida Licensed Real Estate Broker. I have maintained an active RE License since 2005.
 - I also have extensive property management experience having personally managed up to 200 long term rental units at a time.
- Retail and Amusement Parks
 - As an owner of a few businesses that serve tourist for the majority of our business I understand just how important tourism is for our City to continue to grow. Though being a lifelong resident I understand that we have to make sure the growth is planned correctly for everyone's benefit.
 - It also enables me to have frequent interaction with young local and tourist families that visit us regularly and talk with them about the things they like and dislike about the current state of Panama City Beach.

If there are any questions you may have for me or would like more detail on me or my experience, please feel free to call me anytime at the number on the top of the page. Thank You.

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

August 28, 2020

3. REQUESTED MOTION/ACTION:

Approve a janitorial services Agreement with Cleaning Plus Janitorial Services, LLC for five City buildings - City Hall, Public Services, Police Department, Utilities Maintenance and WWTP Operations.

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 current janitorial services contract has reached the end of its two year term. A new scope of services was developed by City staff and a solicitation for janitorial services bids was publicly advertised. Five buildings are included in the solicitation. Three are located at the main administrative campus (City Hall, Police Department and Public Services) and two are on North Gulf Blvd (WWTP Operations and Utilities/Public Works maintenance offices).

Six potential bidders attended to mandatory pre-bid meeting and all six submitted bids before the required date and time. Staff has reviewed the bids, and recommends awarding the contract to the low bidder, Cleaning Plus Janitorial Services, LLC, for a two-year term in the approximate annual amount of \$60,390 with an option to renew for a second two-year term should the City choose to do so. Actual annual expenditures may vary slightly, as there are a series of unit prices in the bid proposal where the City can add or reduce particular services based on need during the term of the contract. Costs will be allocated to each City department based on the costs for the buildings they occupy. All payment for services will be based on the bid unit prices.

Attached for your review is a copy of the bid tabulation showing the expected average annual costs at each building, and a draft agreement with the low bidders unit costs.

RESOLUTION 20-161

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH CLEANING PLUS JANITORIAL SERVICES, LLC RELATED TO JANITORIAL SERVICES FOR CERTAIN CITY BUILDINGS IN THE APPROXIMATE ANNUAL AMOUNT OF \$60,390.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Cleaning Plus Janitorial Services, LLC, relating to the janitorial services for certain City buildings, in the approximate annual amount of Sixty Thousand, Three Hundred Ninety Dollars (\$60,390.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Jo Smith, Interim City Clerk

**JANITORIAL SERVICES CONTRACT
CITY OF PANAMA CITY BEACH
BID DATE: AUGUST 11, 2020 AT 2:00 PM**

BIDDER	DRUG FREE WORKPLACE CERT	PUBLIC ENTITY CRIMES STATEMENT	ADDENDUM #1	ADDENDUM #2	BID DEPOSIT	GROUP A BLDGS ANNUAL COST			GROUP B BLDGS ANNUAL COST			AVERAGE ANNUAL COST	
						CITY HALL	PUBLIC SERVICES	POLICE DEPARTMENT	GROUP A ANNUAL TOTAL	UTILITIES/PW BUILDING	WWT/ OPS BUILDING		GROUP B ANNUAL TOTAL
Cleaning Plus Janitorial Services	X	X	X	X	X	\$13,200.00	\$18,850.00	\$11,260.00	\$43,310.00	\$6,390.00	\$8,690.00	\$17,080.00	\$60,390.00
Cohesive Enterprise	X	X	X	X	X	\$21,838.00	\$42,244.00	\$40,148.00	\$104,230.00	\$6,786.00	\$15,868.00	\$22,654.00	\$126,884.00
Estrella Cleaning & Organizations Service	X	X	X	Not provided	X	\$21,000.00	\$34,900.00	\$29,100.00	\$85,000.00	\$17,100.00	\$14,680.00	\$31,780.00	\$116,780.00
JD Tremec	X	X	X	X	X	\$24,057.24	\$29,408.04	\$18,843.04	\$72,308.32	\$6,256.68	\$6,616.28	\$12,872.96	\$85,181.28
Tripliano Commercial Services	X	X	X	X	X	\$16,500.00	\$23,100.00	\$19,800.00	\$59,400.00	\$6,600.00	\$9,900.00	\$16,500.00	\$75,900.00
Underwood Service Enterprises dba Pro Force	X	X	X	X	X	\$10,026.00	\$23,184.00	\$19,088.00	\$52,298.00	\$3,418.00	\$8,296.00	\$11,714.00	\$64,012.00

*** Estrella Cleaning included "annual" cleaning items which were included in Addendum #2. Average annual cost excluding this line item totals to \$112,880.00

JANITORIAL SERVICES CONTRACT

AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT is made and entered into this day of _____, 2020, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Cleaning Plus Janitorial Services, LLC (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide janitorial services for five (5) City buildings, as more particularly described in the Scope of Work.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the attached BID FORM. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the UNIT PRICES contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

- a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the [30th] of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of two years, and the City shall have the unilateral option to extend the initial term for one, two year renewal period by written notice delivered to the Contractor before the expiration of the initial term.

5. TERMINATION OF CONTRACT

A. Termination for Convenience. The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Upon such termination Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract. The Contractor may cancel the contract with ninety (90) days written notice to the City. Failure to provide proper notice may result in the Contractor being barred from future business with the City.

B. Termination for Cause. The City may terminate this Agreement for default without giving the notice set forth in subsection A (above) if the Contractor does not deliver the product or service in accordance with the Contract delivery schedule, or if the Contractor fails to perform in the manner called for in the

Contract or if the Contractor fails to comply with any other provision of the Contract on three or more separate and documented instances. Termination shall be effected by serving a written notice on the Contractor setting forth the manner in which the Contractor is in default. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, the contract shall cease and terminate upon the expiration of said five (5) working days. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

1. If this Contract is terminated for default, the City, in addition to all other rights afforded by law for Contractor's breach of Contract, shall have the right to charge Contractor the amount by which the costs of obtaining the services from another source exceed the price specified herein, and the City may offset any such charge against any amounts which may otherwise become payable to Contractor under the Contract.

2. Upon such termination, Contractor will deliver to the City any keys, fobs, or other articles of City property in its possession, for which the City shall make written request at or after termination. Any Contractor equipment and supplies not collected from the supply closets/cabinets within the 5 working day termination period shall be deemed abandoned by the Contractor, and in the lawful possession of the City. The City will pay Contractor for the actual amount due based on unit prices and the quantity of work completed, at the time of cancellation, less damages caused to the City by the acts of the Contractor causing the termination. Notwithstanding the City's right to terminate the Contract for delay in delivery of services, Contractor shall not be liable to the City for any damages thereof if Contractor's delay is due to causes beyond its control, and without its fault or negligence, provided Contractor immediately notifies the City of conditions causing the delay.

6. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor

shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

8. INSURANCE AND INDEMNIFICATION

- a. Contractor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:
 - i. Workers Compensation and Employer's Liability Insurance Coverage. Limits of coverage shall not be less than \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease aggregate.
 - ii. Commercial General Liability. Coverage shall include bodily injury; property damage and personal injury liability and limits of coverage shall not be less than \$1,000,000 combined single limit for each occurrence and \$3,000,000 aggregate.
 - iii. Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than \$1,000,000 combined single limit for each accident.
 - iv. Excess or Umbrella Liability Coverage. Coverage shall not be less than \$1,000,000 each occurrence and aggregate.
- b. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
- c. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery,

inventory or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.

- d. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
- e. Within thirty days of the date of this agreement, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, 17007 Panama City Beach Pkwy. Panama City Beach, FL 32413.
- f. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.
- g. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.
- h. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages,

directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

i ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

8. TIME

Time is of the essence in this Agreement.

9. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

10. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

11. ASSIGNMENT

This Agreement is not assignable.

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

a. As to City:

Tony O'Rourke, City Manager

torourke@pcb.gov.com

17007 Panama City Beach Pkwy., PCB, FL 32413

(850) 233-5100

b. As to Contractor:

Contract Representative: Sheila G. Holley

Title/Position: Owner

Email address:

sheilaholley@cleaningplusjanitorialservices.com

Mailing address: 5311 Seneca Lane Panama City, FL 32404
Phone: (850) 960-8990 Cell: (850) 960-8990

16. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties 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 representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 _____
(Print Name): _____

By: _____

Witness 2 _____
(Print Name): _____

ATTEST:

City Clerk

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

By: _____
Tony O'Rourke,
City Manager

JANITORIAL SERVICES CONTRACT

BID FORM Page 1 of 4

This proposal of Cleaning Plus Janitorial Services LLC, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as Cleaning Plus Janitorial Services LLC (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work for **JANITORIAL SERVICES CONTRACT**, as detailed in this solicitation for the amounts shown on the three (3) attached unit cost and bid summary forms.

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

Basis of Award: The contract(s) will be awarded by group to the lowest responsible bidder. **All buildings contain separate departments and will require individualized billing.**

Submitted By: Cleaning Plus Janitorial Services LLC
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Sheila G Holley
Name of Individual Who Prepared This Bid

Address: 5311 Seneca Lane Panama City, Fla 32404

Phone: 850-960-8990


Signature of Authorized Representative of Firm/Contractor

8-10-2020
Date

**PROPOSAL AND BID FORM
CITY OF PANAMA CITY BEACH JANITORIAL SERVICES CONTRACT PAGE 2 OF 4
GROUP A BUILDINGS**

FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION
CITY HALL 17007 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 45.00	260	\$ 11700.00
	WEEKLY CLEANING	\$ 15.00	52	\$ 780.00
	MONTHLY CLEANING	\$ 10.00	12	\$ 120.00
	QUARTERLY CLEANING	\$ 125.00	4	\$ 500.00
	SEMI-ANNUALLY	\$ 50	2	\$ 100.00
PUBLIC SERVICES 116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 65	260	\$ 16900.00
	WEEKLY CLEANING	\$ 15	52	\$ 780.00
	MONTHLY CLEANING	\$ 10	12	\$ 120.00
	QUARTERLY CLEANING	\$ 250.00	4	\$ 1000.00
	SEMI-ANNUALLY	\$ 25.00	2	\$ 50.00
POLICE DEPARTMENT 17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 40	260	\$ 10,400.00
	WEEKLY CLEANING	\$ 10	52	\$ 520.00
	MONTHLY CLEANING	\$ 10	12	\$ 120.00
	QUARTERLY CLEANING	\$ 50.00	4	\$ 200.00
	SEMI-ANNUALLY	\$ 10.00	2	\$ 20.00

**PROPOSAL AND BID FORM
CITY OF PANAMA CITY BEACH JANITORIAL SERVICES CONTRACT PAGE
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GROUP B BUILDINGS				
FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION
UTILITIES/PUBLIC WORKS OFFICES 200 N. GULF BLVD, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 30.00	260	\$ 7800.00
	WEEKLY CLEANING	\$ 5	52	\$ 260.00
	MONTHLY CLEANING	\$ 10	12	\$ 120.00
	QUARTERLY CLEANING	\$ 50.00	4	\$ 200.00
	SEMI-ANNUALLY	\$ 5	2	\$ 10.00
WWTF OPERATIONS BUILDING 206 N. GULF BLVD, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 30.00	260	\$ 7800.00
	WEEKLY CLEANING	\$ 5	52	\$ 260.00
	MONTHLY CLEANING	\$ 10.00	12	\$ 120.00
	QUARTERLY CLEANING	\$ 125.00	4	\$ 500.00
	SEMI-ANNUALLY	\$ 5	2	\$ 10.00

**PROPOSAL AND BID FORM
CITY OF PANAMA CITY BEACH 2018 PCB JANITORIAL SERVICES CONTRACT PAGE
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BID SUMMARY		ANNUAL BID COST*
GROUP A BUILDINGS		
CITY HALL	17007 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	\$ 13,200.00
PUBLIC SERVICES	116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	\$ 18,850.00

POLICE DEPARTMENT	17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	\$ 11,260.00
TOTAL GROUP A		\$ 43,310.00
GROUP B BUILDINGS		
UTILITIES/PUBLIC WORKS OFFICES	200 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	\$ 8,390.00
WWTP OPERATIONS BUILDING	206 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	\$ 8,690.00
TOTAL GROUP B		\$ 17,080.00

***NOTE: BID FORM REFLECTS THE ESTIMATED ANNUAL BID COST BASED ON UNIT COST AND NUMBER OF EVENTS. INITIAL TERM OF AGREEMENT IS FOR TWO YEARS.**