

PANAMA CITY BEACH CITY COUNCIL

AGENDA

NOTE: AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY.

MEETING DATE: OCTOBER 22, 2020

MEETING TIME: 9:00 A.M.

A. CALL TO ORDER

- 1. ROLL CALL.**
- 2. INVOCATION BY REV. MARY ALICE MATHISON, GRACE EPISCOPAL CHURCH.**
- 3. PLEDGE OF ALLEGIANCE – COUNCILMAN MCCONNELL.**
- 4. COMMUNITY ANNOUNCEMENTS.**
- 5. APPROVAL OF THE AUGUST 28, 2020 SPECIAL MEETING MINUTES.**
- 6. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.**
- 7. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES).**

B. PRESENTATIONS

- 1. VETERANS DAY PROCLAMATION & PRESENTATION.**
- 2. EMPLOYEE RECOGNITIONS.**

C. CONSENT AGENDA

- 1. RESOLUTION 21-12 “A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PROLOGIC ITS, LLC AND GETAC VIDEO SOLUTIONS, LLC FOR THE PURCHASE OF FOUR BODY CAMERAS AND ASSOCIATED SOFTWARE SERVICES IN THE AMOUNT OF \$16,125.70.”**
- 2. RESOLUTION 21-14, “A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ARCHIVE SOCIAL, INC. FOR ARCHIVING OF THE CITY’S SOCIAL MEDIA RECORDS IN THE BASIC ANNUAL AMOUNT OF \$2,338.”**
- 3. RESOLUTION 21-15, “A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH AVIXUM, INC., D/B/A VTECH IO, INC., FOR THE PURCHASE OF 3 RACK MOUNTABLE IU-2U SERVERS WITH STORAGE EQUIPMENT, AND LICENSES IN THE TOTAL AMOUNT OF \$56,108.33.”**

4. **RESOLUTION 21-16, "A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., FOR THE PURCHASE OF GIS DATABASE AND SOFTWARE MAINTENANCE SUPPORT IN THE TOTAL AMOUNT OF \$82,500."**
5. **RESOLUTION 21-17, "A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$1,695.20 TO BE LIENED ON PROPERTY LOCATED AT 120 NORTH VESTAVIA STREET, FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE."**
6. **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.**
 These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

D. REGULAR AGENDA – DISCUSSION/ACTION

1. **ML ORDINANCE 1540, DOUBLE RED FLAG REVISION, 2nd READING/PUBLIC HEARING AND ADOPTION.**
2. **TO ORDINANCE 1541, FALSE ALARMS, 1st READING.**
3. **TO RESOLUTION 21-18, BUDGET AMENDMENT - SALARY AND CLASSIFICATION STUDY.**
4. **DW RESOLUTION 21-19, BUDGET AMENDMENT – GRANT AWARD FOR PD UTV's.**
5. **DW RESOLUTION 21-20, BUDGET AMENDMENT - GRANT AWARD FOR PD CORONAVIRUS SUPPLEMENTAL FUNDING.**
6. **DW RESOLUTION 21-21, BUDGET AMENDMENT - GRANT AWARD FOR PD BICYCLE PEDESTRIAN FOCUSED INITIATIVE.**
7. **TO RESOLUTION 21-22, REVISING AARON BESSANT PARK BLACKOUT DATES.**
8. **DC RESOLUTION 21-23, LONG BEACH LAGOON STORMWATER CONSTRUCTION AGREEMENT.**

- 9. AM RESOLUTION 21-25, AT&T INTERFERENCE.
 - 10. AS DISCUSSION REGARDING UTILITY / BAY PARKWAY CAPITAL PLAN KJ UPDATE.
 - 11. TO DISCUSSION REGARDING CITIZEN/COMMUNITY SURVEY RESULTS.
-
- E. CITY MANAGER REPORT.
 - F. CITY ATTORNEY REPORT.
 - G. COUNCIL COMMENTS.
 - H. ADJOURN.

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

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

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

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

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

Lynne Fawcett 10/16/2020
 City Clerk Date

Lynne Fawcett 10/16/2020
 City Clerk Date

E-mailed to interested parties and posted on the website on: 10/16/2020 5:00 P.M.

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

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

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

COMMUNITY ANNOUNCEMENTS

Community Announcements

for 10/22/2020 Meeting

<u>Date/Time</u>	<u>Event</u>	<u>Location</u>
October 21-25	Thunder Beach Rally	
October 23	JR Arnold High School Homecoming Parade	
October 28- November 1	SPA Women's Senior Softball "Ann Humble Memorial"	Frank Brown Park
October 29 8pm	Trunk or Treat	Frank Brown Park 6pm-
October 31	Humane Society of Bay County "Furry Friend 5k"	Frank Brown Park & Gayle's Trails
October 31 - November 1	USFA Fastpitch	PCB Sports Complex
November 7	Ironman 70.3 Gulf Coast/ Ironman Flora	<u>Swim</u> in the Gulf <u>Bike</u> - includes portions of Pier Park <u>Run</u> - includes portions of Pier Park and Front Beach Rd.
November 10 At 1pm	Planning Board Meeting	City Hall
November 11	Veterans Day Holiday - City Offices Closed	
November 11	Bay County's annual Veterans Day Parade and Wreath Laying ceremony. This year the parade will start at 12th and Beck Avenue, St Andrews at 9:00a.m.	
November 11-14	Emerald Coast Cruizin	Aaron Bessant Park

APPROVAL OF MINUTES

MINUTES of the Special Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on August 28, 2020.

Mayor Sheldon called the special meeting to order at 10:00 AM.

ROLL CALL

**MAYOR MARK SHELDON
VICE MAYOR GEOFF MCCONNELL**

**COUNCILORS:
PAUL CASTO
PHIL CHESTER
MICHAEL JARMAN**

Others present were City Manager Tony O'Rourke, Interim City Clerk Jo Smith, City Attorney Amy Myers, Directors, and members of the public and press.

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

Mayor Sheldon presented community announcements. Chief Morgan, Chief Whitman and Lt. Eusebio Talamantez reported on "Cram the Van," an event supporting neighbors in Alabama effected by the recent hurricane.

Mayor Sheldon called for approval of the special meeting minutes of July 15, 2020 and the regular meeting minutes of July 23, 2020. **Councilman Chester moved to approve the minutes. Councilman Casto seconded the motion. All were in favor by a roll call vote (5-0).**

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

Mayor Sheldon called for approval of the agenda and asked if there were any additions and/or deletions. Hearing and seeing none, **Councilman Chester moved to approve the agenda. Councilman Casto seconded the motion. All were in favor by a roll call vote (5-0).**

Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye

Councilman McConnell Aye
Mayor Sheldon Aye

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

Mayor Sheldon opened the floor for non-agenda public comments.

1. Colleen Swab owner of California Cycles – Ms. Swab requested more time for to rent scooters due to the Hurricane and the pandemic. Ms. Swab discussed her company obtaining scooter insurance, customers driving recklessly and her company having the nicest equipment available.
2. Mike Steinkirchner- Mr. Steinkirchner reported a first responder in Franklin County lost his life during a double red flag event. Mr. Steinkirchner asked the Council to have the Public Safety Committee work with individuals at the State level to enact a local ordinance with more severe penalties.
3. Burnie Thompson – Mr. Thompson expressed concern with the federal subpoena served on the City of Panama City Beach. Mr. Thompson expressed frustration. Mr. Thompson discussed having reported on similar issues three years ago. Mr. Thompson thanked Council for opening up public comment. Mr. Thompson discussed the City's public records policy and asked Council not to charge for copies pertaining to the federal subpoena.

Hearing and seeing no further comments, Mayor Sheldon closed the public comments section.

PRESENTATIONS

The following employees were recognized for their service to the City:

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
US Citizenship	Liman Mahmud

REGULAR AGENDA- DISCUSSION/ACTION

ITEM 1. RESOLUTION 20-145, BID AWARD PARKS LAWN MOWING AND LANDSCAPE MAINTENANCE AGREEMENT.

Mayor Sheldon introduced City Attorney Amy Myers. Ms. Myers read Resolution 20-145 by title only. Mayor Sheldon opened the public hearing. Hearing and seeing none, Mayor Sheldon closed the public hearing. Mayor Sheldon called for comments from Council. Hearing and seeing none, **Councilman Chester moved to approve Resolution 20-145. The motion was seconded by Councilman Casto. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. The motion passed by a unanimous roll call vote (5-0).**

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

ITEM 2. MCCONNELL AND JARMAN ECONOMIC DEVELOPMENT ADVISORY COMMITTEE APPOINTMENTS.

Mayor Sheldon called for discussion. Councilman Jarman noted he would postpone his appointment as his first appointment withdrew and he would like time to find the right person for the seat. Vice Mayor McConnell recommended Jeremy Martin to the Committee. Mayor Sheldon called for a motion on the current slate. **Councilman Chester moved to approve. The motion was seconded by Councilman Jarman. Mayor Sheldon asked the Clerk to call the roll. The motion passed by a unanimous roll call vote (5-0).**

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

ITEM 3. COVID-19 UPDATE - DISCUSSION

Mayor Sheldon called for public comment.

Rex Reid - Mr. Reid presented the **attached** report. Mr. Reid discussed and recommended following science and wearing masks.

Doctor (no name given) – The gentleman reported he was a doctor of pulmonary medicine, critical care and sleep medicine, and researcher. The gentleman discussed hospitalizations peaking and cancelation of PCB events. The gentleman discussed wearing a mask and types of masks. The gentleman recommended masks wearing.

Justin Wilson – Mr. Wilson recommended politicians stand up against corporations. Mr. Wilson discussed fake news. Mr. Wilson asserted that masks were unsafe.

Clinical Researcher (no name given) –Madam discussed the State of Alabama's mask mandate and further shared Florida and Alabama data. Madam spoke in support of wearing masks.

Frank Sewell – Mr. Sewell recommended Council not institute a mask mandate and that it be an individual choice.

Mayor Sheldon called for comments from City Manager O'Rourke. Mr. O'Rourke provided an update on the pandemic numbers.

Mayor Sheldon called for comments from Council.

Councilman Jarman discussed the stay at home order, the mask mandate being out of prudence, not fear, and it being an indoor business mandate. Councilman Jarman discussed social distancing and handwashing. Councilman Jarman discussed the benefits of PCB having a mask mandate. Councilman Jarman reported residents had contacted him in favor of the mask mandate. Councilman Jarman recommended keeping the mask mandate in place until Labor Day, then re-evaluating the decision after that time.

Councilman Chester discussed receiving emails both in favor and against the mask mandate. Councilman Chester recognized this was a tough decision and thanked those who spoke today.

Councilman Casto discussed possibly being on the downhill side of the virus because of the steps recommended by the experts and already taken. Councilman Casto agreed Council was in a difficult position. Councilman Casto reported that he spoke with the TDC Director who felt that the mask mandate was not negatively impacting tourism. Councilman Casto noted he would be in favor of extending the mandate at least for a few weeks, especially with the kids going back to school.

Vice Mayor McConnell discussed reviewing data and the trend lines suggesting the virus was acting on its own, regardless of a mask mandate, or what the City does. Vice Mayor McConnell noted he was fine with looking at this over the next 30 days, however, he was unsure if the mask mandate was having an impact. Vice Mayor McConnell reported social distancing seemed to be an effective tool. Vice Mayor McConnell recommended Council extend the mask mandate through Labor Day, then put forward an end date.

Mayor Sheldon discussed reviewing data and receiving emails asking Council to extend the mandate through Labor Day. Mayor Sheldon recommended data drive decisions. Mayor Sheldon discussed hospitalizations and those required to wear masks the entire day. Mayor Sheldon recommended getting past Labor Day and concurred with Vice Mayor McConnell that there should be an end date, possibly September 8th.

Councilman Casto noted he would be fine with that, provided there was not a big spike. Councilman Casto recommended holding the line and reviewing the mandate every two weeks.

Councilman Jarman noted he was not opposed to putting an end date on the mandate and if the data spikes it should be reinstated. Councilman Jarman recommended an end date of September 10th.

Mayor Sheldon noted that the end date in the resolution was today.

Councilman Casto moved to move the end date forward to September 10, 2020, unless the virus spikes and it needs to be readdressed by Council, with the same parameters in the current resolution.

Councilman Jarman noted his intention was not to continue the resolution after September 10th.

Ms. Myers provided a point of order to help with the structure of the motion. Ms. Myers clarified that the resolution could be extended until September 8th or 10th (period) or Council could have the resolution extended until September 8th or 10th, unless such date is extended by City Council.

Mayor Sheldon further discussed the current data. Vice Mayor McConnell discussed the mask culture in PCB and suggested that the government may not need to intervene. Councilman Chester discussed mask mandates being put in place by local businesses.

Councilman Casto restated his motion that the resolution be extended until the next council meeting, September 10, how it is in place, unless the numbers change and a majority of Council vote to put it back in place. The motion was seconded by Councilman Jarman.

Ms. Myers read "Ordinance 1536E - RELATED TO COVID-19 SAFETY MEASURES AS PREVIOUSLY EXTENDED BY RESOLUTION 21-50 IS HEREBY FURTHER EXTENDED UNTIL SEPTEMBER 10TH, UNLESS SUCH DATE IS FURTHER EXTENDED BY CITY COUNCIL."

Mayor Sheldon called for further discussion. **Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. The motion failed by a roll call vote (2-3).**

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

Councilman Jarman moved to add an end date of the September 8th. Vice Mayor McConnell seconded the motion.

Ms. Myers noted that it would require a new ordinance. Ms. Myers read "Ordinance 1536E - RELATED TO COVID-19 SAFETY MEASURES AS PREVIOUSLY EXTENDED BY RESOLUTION 21-50 IS FURTHER EXTENDED UNTIL SEPTEMBER 8TH."

Mayor Sheldon called for further discussion. **Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. The motion passed by a unanimous roll call vote (5-0).**

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

ITEM 4. RESOLUTION 20-158, CITY PTO POLICY.

Mayor Sheldon introduced City Attorney Myers. Ms. Myers read Resolution 20-158 by title only. Mayor Sheldon opened the public comment/hearing. Hearing and seeing none, Mayor Sheldon closed the public hearing. Mayor Sheldon called for comments from Council. Councilman Jarman noted this would move the City into the 21st century. Mayor Sheldon concurred and noted that a majority of the employees voted in favor of this policy change. **Councilman Casto moved to approve Resolution 20-158. The motion was seconded by Councilman Jarman. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. The motion passed by a unanimous roll call vote (5-0).**

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

ITEM 5. RESOLUTION 20-159, CRITICAL STAFFING SHORTAGE PAY.

Mayor Sheldon introduced City Attorney Myers. Ms. Myers read Resolution 20-159 by title only. Mayor Sheldon invited HR Director Lori Philput to the podium. Mayor Sheldon inquired if there were any departments today at the 50% or 75% level. Ms. Philput reported yes – the Utilities Department was well under 75%. Ms. Philput reported further that Conservation Park just came out of the critical staffing level; however, Underground Utilities was still there. Ms. Philput added the City was actively recruiting.

Mayor Sheldon called for further comments from Council. Hearing and seeing none, **Councilman Jarman moved to approve Resolution 20-159. The motion was seconded by Councilman Chester. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. The motion passed by a unanimous roll call vote (5-0).**

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

ITEM 6. APPOINTMENTS TO PLANNING BOARD AND SELECTION OF CHAIR.

Mayor Sheldon opened the public comment/hearing. Hearing and seeing none, Mayor Sheldon closed the public hearing. Mayor Sheldon noted there were ballots in front of Council. Mayor Sheldon noted Council would select 3 planning board members and chair. Mayor Sheldon noted while Council made their selection, they would move on to Item #7.

ITEM 7. RESOLUTION 20-161, BID AWARD – JANITORIAL SERVICES FOR CITY BUILDINGS.

Mayor Sheldon introduced City Attorney Myers. Ms. Myers read Resolution 20-161 by title only. Mayor Sheldon invited the public to speak. Hearing and seeing none, Mayor Sheldon turned the floor over to City Manager O'Rourke. Mr. O'Rourke noted he was pleased with the number of parties that bid on the services and he looked forward to the services being provided at a very good price.

Mayor Sheldon called for further comments from Council. Hearing and seeing none, **Councilman Casto moved to approve Resolution 20-161. The motion was seconded by Councilman Chester. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. The motion passed by a unanimous roll call vote (5-0).**

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

CITY MANAGER REPORT

Mr. O'Rourke reported the library would re-open on September 8th and provided hours, maximum capacity, social distancing and masks details. Mr. O'Rourke further reported Council would address the FY20201 budget on Tuesday, with a significant part of the budget going to transportation improvements. Mr. O'Rourke reported it was a balanced budget.

Mayor Sheldon turned back to Item 7 and asked City Clerk Jo Smith to announce the ballot results. Ms. Smith tallied the votes and announced the results as: 5 votes for Reginald Johns, current member, 5 votes for Josh Wakstein, current member, and 3 votes for Erin Simmons, new member. Discussion regarding electing a Chair of the Board took place. **Councilman Chester moved to elect Josh Wakstein to continue as the Chair. The motion was seconded by Councilman Casto. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. The motion passed by a unanimous roll call vote (5-0).**

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

CITY ATTORNEY REPORT

None.

COUNCIL COMMENTS

Councilman Chester asked if water would be collected and going to Alabama in support. Councilman Chester thanked the Police and Fire Departments for their collection efforts. Councilman Jarman concurred with Councilman Chester.

Mayor Sheldon reported Council would be studying the budget prior to Tuesday's meeting. Mayor Sheldon concurred with Councilmen Chester and Jarman and sent well wishes and prayers to those effected by the hurricane.

With nothing further, the meeting was adjourned at 11:20 AM.

*** 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 22nd day of October, 2020.

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

Mark Sheldon, Mayor
City of Panama City Beach, Florida

ATTEST:

Lynne Fasone, MMC
City Clerk

PRESENTATIONS



~Proclamation~

A PROCLAMATION HONORING
NOVEMBER 11, 2020
AS
VETERANS DAY
IN PANAMA CITY BEACH, FLORIDA

- WHEREAS, we have a sacred trust with those who wear the uniform of the United States of America. These veterans deserve our deepest appreciation and respect as we recognize those who were willing to give their last full measure of devotion for us; and
- WHEREAS, our Nation's servicemen and women are our best and brightest, enlisting in times of peace and war, serving with honor under the most difficult circumstances, and making sacrifices that many of us cannot begin to imagine; and
- WHEREAS, today, we reflect on the invaluable contributions of our country's veterans and reaffirm our commitment to provide them and their families with the essential support they were promised and have earned; and
- WHEREAS, we also pay tribute to all who have worn the uniform and continue to serve their country as civilians. Many veterans act as coaches, teachers, and mentors in the communities, selflessly volunteering their time and expertise. Our veterans continue to stand up for those timeless American ideals of liberty and self-determination.
- NOW, THEREFORE, I, Mark Sheldon, by virtue of the authority vested in me as Mayor of The City of Panama City Beach, call upon all citizens of Panama City Beach to observe November 11, 2020 as

Veterans Day

and encourage all Americans to honor the heroes we have lost, and rededicate ourselves to the next generation of veterans by supporting our Soldiers, Sailors, Airmen, Marines, and Coast Guardsmen as they return home from duty.

Mayor Mark Sheldon

Councilman Paul Casto
Ward 1

Councilman Phil Chester
Ward 2

Vice-Mayor Geoff McConnell
Ward 3

Councilman Michael Jarman
Ward 4

Employee Recognitions

5 Years of Service

Lori Davis - PD

Robert Zagula – Parks & Rec

Mark Shaeffer - Utilities

Derrick Schull - Utilities

Jose Salcido - PD

JJ Roberts - PD

10 Years of Service

Tabatha Haddle - PD

20 Years of Service

Suzanne Canady - Parks & Rec

CONSENT AGENDA
ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning/Code Enforcement Division

2. MEETING DATE:

October 22, 2020

3. REQUESTED MOTION/ACTION:

The City Council is requested to approve the purchase of four (4) body cameras from Prologic ITS (Getac) at a total cost of \$16,125.70 (5 year warranty) for use in the Code Enforcement Division.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- Public Safety
- Transportation
- Attractive Community
- N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Prologic was selected by a six (6) panel committee that evaluated six (6) qualified bids. Prologic ITS (Getac) not only included all required and requested applications but also was the lowest responsive bidder of the top two (2) companies. These cameras will help with carrying out public safety activities.

The contract cost will be incurred over a five-year period as follows:

Year 1: \$7,085.70 includes the equipment, installation, training and 1 cloud storage and managed service. Funding for year 1 is included in the Building and Planning Department's FY 2021 budget.

Years 2 through 5: \$2,260.00 annually includes cloud storage and managed service.

The total cost over the 5 year period is \$16,125.70 (\$7,085.70 + \$2,260.00 + \$2,260.00 + \$2,260.00 + \$2,260.00). Prologic has waived the on-site time, deployment and training because they will already be at the Police Department fulfilling that contract.

STAFF recommends approval of the purchase.

RESOLUTION 21-12

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PROLOGIC ITS, LLC AND GETAC VIDEO SOLUTIONS, LLC FOR THE PURCHASE OF FOUR BODY CAMERAS AND ASSOCIATED SOFTWARE SERVICES IN THE AMOUNT OF \$16,125.70.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Prologic ITS, LLC and GETAC Video Solutions, Inc., relating to the purchase of (4) four body cameras and hardware and software services, in the basic amount of Sixteen Thousand, One Hundred Twenty Five Dollars and Seventy Cents (\$16,125.70) over a 5 year period, in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



ProLogic ITS
 106 Northpoint Parkway
 Acworth, Georgia 30102
 United States
 (P) 866-923-0513

Quotation (Open)

Date
 Sep 24, 2020 04:33 PM EDT

Modified Date
 Sep 24, 2020 04:59 PM EDT

Doc #
 16000 - rev 1 of 1

Description
 Getac Video Solutions

SalesRep
 Cox, Cheryl
 (P) 866-923-0513 ext. 710

Customer Contact
 Maddox, Wayne
 wmaddox@beachpolice.org

Customer
 Panama City Beach PD (PC1553)
 Maddox, Wayne
 17115 Panama City Beach Pkwy
 Panama City Beach, FL 32413
 United States

Bill To
 Panama City Beach PD
 Payable, Accounts
 17115 Panama City Beach Pkwy
 Panama City Beach, FL 32413
 United States

Ship To
 Panama City Beach PD
 PO, REF
 17115 Panama City Beach Pkwy
 Panama City Beach, FL 32413
 United States

Customer PO:	Terms: Undefined	Ship Via: UPS Ground
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	GETAC VIDEO SOLUTIONS INC. Body Worn Camera (BC-02),64GB + FHD/HD/WVGA + WiFi + GPS + BLE, with refresh at 30th month, includes 5 year hardware warranty	OVWX2MXXXXX1	4	\$731.80	\$2,927.20
2	GETAC VIDEO SOLUTIONS INC. Body Worn Camera (BC-02), magnetic quick release charging USB cable	ORB39X	4	\$63.76	\$255.04
3	GETAC VIDEO SOLUTIONS INC. Body Worn Camera dual side magnetic mount	ORB41X	4	\$54.52	\$218.08
4	GETAC VIDEO SOLUTIONS INC. Body Worn Camera (BC-02) - 8 Port Multidock with Datamover (MD-02D), includes 90W AC Adapter (US) with 5 year hardware warranty	OD2DAU	1	\$1,425.38	\$1,425.38
5	GETAC VIDEO SOLUTIONS INC. Getac Cloud - Yearly Plan 4 (Cloud Unlimited, SW maintenance)	OUA041	4	\$565.00	\$2,260.00
6	GETAC VIDEO SOLUTIONS INC. Getac Managed Service & Cloud - Plan 4 (Cloud Unlimited, SW maintenance) 2nd year	OUA042	4	\$565.00	\$2,260.00
7	GETAC VIDEO SOLUTIONS INC. Getac Managed Service & Cloud - Plan 4 (Cloud Unlimited, SW maintenance) 3rd year	OUA043	4	\$565.00	\$2,260.00
8	GETAC VIDEO SOLUTIONS INC. Getac Managed Service & Cloud - Plan 4 (Cloud Unlimited, SW maintenance) 4th year	OUA044	4	\$565.00	\$2,260.00
9	GETAC VIDEO SOLUTIONS INC. Getac Managed Service & Cloud - Plan 4 (Cloud Unlimited, SW maintenance) 5th year	OUA045	4	\$565.00	\$2,260.00

Subtotal: \$16,125.70
 Tax (0.000%): \$0.00
 Shipping: \$0.00
 Misc: \$0.00
Total: \$16,125.70

Notes

Getac products are non-returnable per the manufacturer if opened, excluding damaged, defective, or DOA items.

Payment Terms: Net 30 Days.

After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual).

Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein.

Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO.

Hardware cancelations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologixits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs.

Mel Leonard

From: Drew Whitman <dwhitman@beachpolice.org>
Sent: Friday, September 25, 2020 8:21 AM
To: Tony O'Rourke; Holly White
Cc: Mel Leonard
Subject: FW: Getac Body Worn Camera Quote
Attachments: Quote 16000_CE4.pdf

Tony,

Here is the quote for the body cameras for Code Enforcement, to get them up and running it would cost \$7,085, then the following four years of the contract it would cost \$2,260 a year. They have waved the onsite time, deployment and training, because they will be here on the PD's contract. Please let me know if you need anything else.

From: Karen Sherrill <karen.sherrill@prologicits.com>
Sent: Friday, September 25, 2020 8:10 AM
To: Drew Whitman <dwhitman@beachpolice.org>
Cc: Marquita Cocke <Marquita.Cocke@prologicits.com>
Subject: Getac Body Worn Camera Quote

[CAUTION] This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you recognize the sender and know the content is safe.

Mr. Whitman,

Thanks you for the opportunity to quote the Panama City Beach Code Enforcement Department.

The attached quote includes:

- 4 Getac Body Worn Cameras with a hardware refresh at the 30th month and a 5 year warranty
- 1 Eight Port Multidock with a 5 year warranty
- 4 double sided magnetic mounts
- 4 magnetic breakaway chargers
- 5 years of Unlimited Cloud Storage

After speaking with Getac, we did not include onsite time for account set up, deployment and training on this quote and will work to align those services in conjunction with the Panama City Beach Police Department.

If you have any questions regarding the attached quote or the Getac solution, please let me know.

Thank you,

Karen Sherrill
PRODUCT SPECIALIST

CONSENT AGENDA
ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration

2. MEETING DATE:

October 22, 2020

3. REQUESTED MOTION/ACTION:

Approval of an agreement with Archive Social Inc., for the archiving of social media records/accounts as part of City's record retention requirements

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- Public Safety
- Transportation
- Attractive Community
- N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

State law requires that the City retain public records. Included in this requirement are City social media posts and comments. Archive Social is currently retaining these records for several of the City's social media accounts.

Included in this contract are the following pages:

- Panama City Beach-Government FB page
- Panama City Beach Fire Rescue FB page
- Panama City Beach Parks & Recreation page (To include the PCB Aquatic Center merging into the Parks page)
- PCB Beach Safety Instagram page

To be added is a new yet-to-be created Twitter page for PCB-Government.

While the annual cost of the contract is within the City Manager's authority, the agreement has no firm termination, such that staff requests Council's approval of the contract.

Staff recommends approval.

RESOLUTION 21-14

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ARCHIVE SOCIAL, INC. FOR ARCHIVING OF THE CITY'S SOCIAL MEDIA RECORDS IN THE BASIC ANNUAL AMOUNT OF \$2,338.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and ArchiveSocial, Inc., relating to the archiving of the City's social media records, in the basic annual amount of Two Thousand Three Hundred Thirty Eight Dollars (\$2,338.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

ENTERPRISE SOFTWARE LICENSE AGREEMENT

This Enterprise Software License Agreement (this “**Agreement**”) is effective this 1st day of October, 2020 (the “**Effective Date**”), by and between ArchiveSocial, Inc. a North Carolina corporation whose principal place of business is located at 212 W Main St, Ste 500, Durham, NC 27701 with mailing address of P.O. Box 3330, Durham, NC 27702-3330 (“**Licensor**”) and the City of Panama City Beach, a government entity whose principal place of business is located at 104 S. Arnold Rd., Panama City Beach, FL 32413 (“**Licensee**”). Licensee and Licensor may hereinafter jointly be referred to as the “parties.”

WHEREAS, Licensor has developed and licenses proprietary online software that assists in capturing and archiving records of online social media communications (including all updates, upgrades, modifications and improvements thereto generally made available by Licensor to other similar commercial licensees, the “**Software**”) and related documentation delivered or provided to Licensee (the “**Documentation**” and, along with the Software, the “**Service**”), all as more fully described and accessed at <http://archivesocial.com/> (the “**Website**”); and

WHEREAS, Licensee would like to license such software for the limited and express purposes and term set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSE.

(a) General. On the terms and subject to the conditions of this Agreement, including the payment of all the fees and charges required hereunder, Licensor grants to Licensee, and Licensee accepts, a non-exclusive, limited, nontransferable, license (without the right to sublicense) to access and use the Service, including the Software, solely in the form provided by Licensor through the Website, for any purpose not prohibited by law or by the terms and conditions of this Agreement (the “**License**”). The License and rights granted to Licensee herein terminate upon the termination or expiration of this Agreement as set forth herein.

(b) Restrictions on Use. Licensee covenants and agrees that it shall not, and shall cause its affiliates, owners, members, managers, directors, employees, agents, contractors or other third parties who use the Website and/or the Service on behalf of, at the direction of or for the benefit of Licensee (collectively, Licensee’s “**Representatives**”) to not, (i) sell, license (or sublicense), lease, assign, transfer, pledge, or share (including as a time share, service bureau or otherwise) any of Licensee’s rights under, in or to the License and/or the Service with or to any third party; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance all or any part of the Website, the Services or the Software or create any derivative works or otherwise merge or utilize all or any part of the foregoing with or into other computer programs, website, service or other materials or attempt to discover all or any part of the Website’s, the Service’s or the Software’s source

code; (iii) use the Website or the Service to access or use any content, information or material to which such person or entity does not have the necessary right or license, or otherwise knowingly violate, breach or infringe the intellectual property, contractual or other rights of any third party; or (iv) knowingly violate any applicable law, regulation, ordinance, contract, order or other agreement that is binding on such person or entity's use of the Website or the Service.

(c) **Reservation of Rights.** Nothing herein shall be construed to convey any ownership or proprietary right or interest in the Website, Service, Software or Documentation or any other information or materials provided by Licensor to Licensee in connection with the Service, or any portion or copy thereof, to Licensee or any of its Representatives. As between the parties hereto, all intellectual property and proprietary rights in the Website, Service, Software and the Documentation shall remain the sole and exclusive property of Licensor. All inventions (including, without limitation, discoveries, concepts, ideas, know-how, improvements, derivative works and feedback, whether or not constituting protectable intellectual property and whether or not reduced to practice) arising out of Licensee's use of the Website, Service or Software shall be and remain the sole property of Licensor and shall be subject to the terms of this Agreement. Accordingly, Licensee hereby covenants and agrees that it will assign and will cause its Representatives to assign, and upon the authorship, development or creation of any such invention expressly and automatically does assign, all right, title and interest to any such invention to Licensor. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

2. SUPPORT AND SERVICE. Licensor shall provide commercially reasonable support in connection with Licensee's use of the Service including, without limitation, providing (i) initial deployment and integration support as mutually agreed by the parties and (ii) phone and email access for Licensor inquiries pertaining to the Website, Service or Software during standard business hours (9:00am EST to 5:00pm EST, M-F except holidays) and responses to such inquiries within a commercially reasonable time period depending on the urgency or severity of the specific problem or request. Licensee and Licensor shall each provide a designated point of contact (i.e., a single person or small team of people) for all support and service inquiries related to Licensee's use of the Website, Service and/or Software and Licensor shall have no obligation to respond to support or service inquiries other than as submitted by such designated contact(s).

3. PAYMENTS. Licensee shall pay to Licensor the fees for the Software and for the Services, as set forth on **Exhibit A** hereto. All fees pursuant to this Agreement shall be invoiced by Licensor in advance. All fees shall be paid in U.S. dollars in immediately available funds and shall be made payable to Licensor. For the avoidance of doubt, Licensee's failure to make any payment within 30 days of its receipt of an undisputed invoice from Licensor shall constitute a material breach of this Agreement.

4. TERM AND TERMINATION.

(a) **Term of Agreement.** This Agreement is effective beginning on the Effective Date and, unless this Agreement is earlier terminated in accordance with this Section 4, shall continue for a period of 1 year (the "Initial Term"), and Licensee may elect

to renew this Agreement thereafter for successive periods of 1 year (each, a “Renewal Term”) by providing notice of renewal, including but not limited to purchase orders or invoice payments to Licensor within 30 days of the scheduled expiration of this Agreement. Licensor may increase the fees as provided in Exhibit A upon commencement of a Renewal Term, provided that Licensor issues written notice at least 30 days prior to the Renewal Term.

(b) Termination. In the event of a material breach by either party that is not cured within 30 days of receipt of written notice thereof from the other party, the non-breaching party may, by written notice to the breaching party, (i) terminate this Agreement; (ii) terminate or suspend Licensee’s access to or use of the Website, Service and/or Software; and/or (iii) pursue other legal and equitable rights and remedies to which it may be entitled. Either party may terminate this Agreement immediately by giving written notice to the other party if such other party institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of such party’s debts, or makes an assignment for the benefit of its creditors or commences dissolution proceedings. In addition, Licensor may terminate this Agreement and the License hereunder immediately upon the breach by Licensee of **Section 1** hereof.

(c) Effect of Termination. Except as set forth in this Agreement, in the event of termination or expiration of this Agreement, the rights and obligations hereunder or thereunder, as applicable, shall terminate immediately; provided, however, that any payment or other obligation that has accrued as of such termination or expiration date shall survive such termination or expiration; provided, further, that in the event of the termination or expiration of this Agreement the rights and the obligations of the parties set forth in **Sections 1(c)** (Reservation of Rights), **5(d)** (Service Disclaimer), **7** (Confidentiality), **11** (Limitation of Liability), **12** (Indemnification), **13** (Entire Agreement) and **15** (Additional Terms) of this Agreement, along with any other provision of this Agreement which is required to enforce the parties’ rights and obligations hereunder or by its terms continues after the termination of this Agreement, shall survive the termination or expiration of this Agreement and shall continue in effect as described therein.

(d) Return and Retention of Archived Content. At any time during the term of the Agreement, Licensee may export the Archived Content via the administrative panel in the Software. In addition, following the termination or expiration of this Agreement and Licensee’s written request within 30 days thereof, Licensor shall, within 30 days of its receipt of such request and in a commercially reasonable format determined by Licensor, provide Licensee with a copy of the data transmitted to and through supported social media websites by Licensee to Licensor in connection with its use of the Service, as collected, modified and archived by Licensor in connection with its provision of the Service (collectively, the “**Archived Content**”). Thereafter, ArchiveSocial will allow 30 days for Licensee to retrieve the Archived Content. Upon expiration of such 30-day retrieval period, Licensor shall delete all such Archived Content and it is Licensee’s sole responsibility to seek another source for backing up or archiving such Archived Content and/or related data or content. **LICENSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR SHALL HAVE NO**

OBLIGATIONS WITH RESPECT TO ANY ARCHIVED CONTENT, INCLUDING THE MAINTENANCE OR PRESERVATION THEREOF, AND LICENSOR SHALL NOT BE LIABLE FOR ANY DISRUPTION OR TERMINATION OF LICENSEE'S OR ITS REPRESENTATIVES' ACCESS TO OR USE OF THE WEBSITE, SERVICE, SOFTWARE, DOCUMENTATION AND/OR ARCHIVED CONTENT.

5. DESCRIPTION OF SERVICE; ARCHIVING AND ARCHIVED CONTENT

(a) Archived Content License. Licensee hereby grants Licensor a limited, worldwide, royalty-free, perpetual and irrevocable license, with right to sublicense, to use, reproduce, copy, access, view, modify, edit, perform, display, prepare derivative works of, reformat, translate, distribute and transfer Licensee's Archived Content, solely and to the limited extent necessary to perform Licensor's obligations hereunder and to provide Licensee with the Services including, without limitation, to disclose such Archived Content to the applicable Supported Site as necessary to comply with Licensor's or Licensee's terms and conditions of using such Supported Site.

(b) Supported Sites and Permitted Accounts. In addition to the license granted in Section 5(a), in order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensee must provide Licensor with certain information with respect to any social media account through a website, platform or service that Licensor supports (a "Supported Site") and that Licensee would like to be included as part of Licensee's Archived Content. Licensee represents, warrants, covenants and agrees that Licensee has not, and that Licensee will not, provide Licensor with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media site in connection with Licensee's use of the Service and Licensor's archival of any Archived Content other than with respect to user accounts for which (i) Licensee or a Representative of Licensee is the actual owner or (ii) Licensee has been explicitly authorized to provide such access (collectively, "Permitted Accounts").

(c) Limitations on Licensor's ability to provide the Service and maintain Archived Content. In order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensor relies on Licensee and on the owners and operators of the Supported Sites to provide Licensor with access to the content, data and/or information Licensee transmits to and through such Supported Sites, typically through one or more application programming interfaces or "APIs". For instance, if Licensee changes any Permitted Accounts Information Licensee has provided to Licensor without, if necessary, first notifying Licensor as directed through the Website and/or Service, or otherwise limits or revokes Licensor's ability to access any of Licensee's Permitted Accounts, Licensor may be unable to continue to provide the Service as intended, or at all. It is also possible that, without any notification to Licensee or Licensor, one or more Supported Sites will (i) change their website or service, (ii) change the APIs through which Licensor accesses such website and/or service, (iii) amend the terms of use or other policies through which Licensee or Licensor use and access such website and/or service, (iv) provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data and/or information Licensee transmits to and through such

Supported Site, and/or (v) take other actions to restrict Licensee's or Licensor's access to such website and/or service and the content, data and/or information contained therein. Any of these events could disrupt Licensor's ability to provide the Service as intended, or to provide the Service at all, including Licensor's ability to capture or to maintain Licensee's Archived Content as described on the Website and elsewhere. In addition, it is also possible that Licensor's ability to provide the Service or to capture or to maintain Licensee's Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking or other security vulnerabilities, the failure of equipment or services provided by Licensor or by third parties or other events, including force majeure events.

(d) **Service Disclaimer.** WHILE LICENSOR WILL UNDERTAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE (INCLUDING WITH RESPECT TO ARCHIVED CONTENT) TO LICENSEE, LICENSOR CANNOT AND DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO DO SO IN FULL AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO CAPTURE FULL AND ACCURATE RECORDS OF LICENSEE'S ARCHIVED CONTENT AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT ANY WEBSITE, PLATFORM OR SERVICE THAT IS CURRENTLY A SUPPORTED SITE WILL REMAIN A SUPPORTED SITE. ACCORDINGLY, LICENSEE'S USE OF THE WEBSITE AND THE SERVICE IS EXPRESSLY CONDITIONED ON LICENSEE'S ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LIMITATIONS SET FORTH IN THIS SECTION 5 AND THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 OF THIS AGREEMENT.

6. OWNERSHIP OF CONTENT. Licensor does not claim ownership of any content belonging to Licensee, including any Archived Content, except as expressly described in this Section with respect to Feedback; provided, however, that Licensee's use of the Service is subject to Licensee's granting of the license to Licensee's Archived Content set forth in **Section 5(a)**, as well as any other reasonably necessary license to any other content, in order for Licensor to perform Licensor's obligations hereunder and to provide Licensee with the Service. Notwithstanding the foregoing, any comments, feedback, ideas and/or reports about the Website or the Service that Licensee provides to Licensor, whether in written, electronic or any other form (collectively, "**Feedback**"), shall be considered Licensor's proprietary and confidential information, and Licensee hereby irrevocably automatically transfers and assigns to Licensor, immediately upon creation, all of Licensee's right, title and interest in and to such Feedback, including all intellectual property rights embodied in or arising in connection with such Feedback and any other rights or claims that Licensee may have with respect to any such Feedback.

7. CONFIDENTIALITY. Subject to public record law, Licensee shall not disclose, except in accordance with this Agreement, and shall take all necessary precautions to protect the confidentiality of and to cause its Representatives not to disclose and to protect the confidentiality of, any Confidential Information received from Licensor or its affiliates,

employees or other agents under this Agreement, including, without limitation, requiring Licensee's Representatives or others with access to the Confidential Information to be subject to confidentiality obligations similar in nature to those imposed by this Agreement and limiting access to the Confidential Information to Licensee's Representatives on a "need to know" basis. Any Confidential Information may be used by Licensee only in connection with the License granted herein, unless otherwise agreed by the parties in writing. For the purposes of this Agreement, "**Confidential Information**" shall mean all business, technical, and financial information provided by Licensor to Licensee, including, without limitation, the Software and all accompanying Documentation and all proprietary information relating thereto. Confidential Information shall not include any information which is: (i) at the time of its disclosure previously known by Licensee, as demonstrated by Licensee's records; (ii) in the public domain or becomes generally known or published through no fault of Licensee; or (iii) lawfully disclosed to Licensee by a third party free to disclose such information. The provisions under this **Section 7** shall survive the expiration or termination of this Agreement for any reason for a period of five years. Immediately upon termination or expiration of this Agreement, Licensee agrees to return to Licensor or to delete all Confidential Information provided to Licensee, including copies of any software or documentation provided by Licensor to Licensee hereunder and, if requested by Licensor, provide Licensor with a written notice certifying that it has complied with the requirements of this sentence.

8. TRANSFERS. This Agreement, the License and all other rights, licenses, remedies, obligations and liabilities granted hereunder to Licensee may not be transferred or assigned to any other party without the express written consent of Licensor. Any attempted assignment or transfer in violation of this provision shall be void.

9. MUTUAL REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has the full corporate power and authority to execute, deliver and perform this Agreement; and (ii) this Agreement has been duly and validly executed and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

10. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE, SERVICE AND/OR SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY THE LAWS IN LICENSEE'S JURISDICTION, NEITHER PARTY OR ITS REPRESENTATIVES SHALL BE LIABLE (i) FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR

LICENSEE'S USE OF THE WEBSITE, SERVICE AND/OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (ii) ANY DIRECT DAMAGES OR OTHER AMOUNT IN EXCESS OF THE CUMULATIVE FEES ACTUALLY RECEIVED BY LICENSOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

12. INDEMNIFICATION.

(a) Third-Party Infringement Claims Licensor will defend at its expense or settle any third-party claim against Licensee alleging that the Software or Service provided under this Agreement infringe intellectual property rights. Licensor will pay infringement claim defense costs, Licensor-negotiated settlement amounts, and damages finally awarded by a court. Licensor has no obligation for any claim of infringement arising from Licensee's use of the Software and Services for purposes not contemplated by this Agreement.

(b) Bodily Injury. Licensor will defend and indemnify Licensee and employees, directors and agents against all damages for bodily injury, including death, or damage to real or tangible personal property to the extent proximately caused by Licensor in performance under this Agreement.

(c) Conditions. Licensor's indemnification obligations under this Section 12 are conditioned upon the Licensee (i) promptly notifying the Licensor of any claim in writing; (ii) cooperating with Licensor in the defense of the claim; and (iii) granting the Licensor sole control of the defense or settlement of the claim.

13. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee, which supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this Agreement. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full effect.

14. INDEPENDENT CONTRACTOR. The parties are independent contractors and nothing contained herein shall be construed to create any other relationship between the parties. Nothing in this Agreement shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any other obligation, or represent to any third party that it has the right to enter into any binding obligation on the other party's behalf. Furthermore, nothing in this Agreement shall be construed so as to obligate either party to enter into a further agreement.

15. ADDITIONAL TERMS. The waiver by either party of a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any future breach of any provision(s) of this Agreement. Neither party shall be liable for delays or failures of performance resulting from causes beyond its reasonable control. The invalidity or

unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. All notices or other communications to a party which are required or permitted pursuant to this Agreement shall be in writing to the address set forth for such party in the introduction to this Agreement. Any such notice shall be deemed sufficient if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or if delivered by any other means upon which the parties shall mutually agree. Any party may change the address to which notice is to be given by notice given in the manner set forth above.

16. COUNTERPARTS. This Agreement may be executed by electronic signatures or signatures delivered through electronic facsimile. The parties shall use commercially reasonable efforts to deliver to each other a fully executed original following the initial closure of the agreement through facsimile or electronic copies and/or signatures.

17. FLORIDA PUBLIC RECORDS LAW. Licensee is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Licensor is acting on behalf of City as provided under Section 119.011(2), Licensor agrees to also comply with that law, specifically including to:

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

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

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

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

IF LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LYNNE FASONE, AT 850.233.5100, lfasone@pcbgov.com, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

[Signature Page Follows]

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Software License Agreement effective the day and year first above written.

LICENSOR:

ArchiveSocial, Inc.

By:

Name:

Title:

LICENSEE:

City of Panama City Beach, FL

By:

Name: Anthony O'Rourke

Title: City Manager

ATTEST:

Lynne Fasone, City Clerk

EXHIBIT A

Fees and Payments

1. **Base Service Fee:** Licensee shall pay an annual base service fee of \$2,388 which shall entitle Licensee to connect to the Service, up to **10** social media accounts from one or more social networking or social media websites, platforms or services supported as part of the commercially available Service (each a “**Supported Site**”) for which Licensee is either (i) the actual owner or (ii) explicitly authorized to provide access to such social media account (e.g., upon express authorization by Licensee’s Representative). Each such social media account shall be referred as a “**Permitted Account**”. Licensee is entitled to archive up to **1000** new social media records per month, in aggregate, from across all Permitted Accounts. For purposes of this **Exhibit A**, a “**social media record**” refers to any individual posting sent or received by a Permitted Account, including comments, status updates, and private messages. Large multimedia files, such as videos, are counted as multiple records with each 10-megabyte segment of a multimedia file counted as a single record.

2. **Add-on Service Fees:** If an add-on service is selected then Licensee shall pay the corresponding add-on annual service fee which shall entitle Licensee to access the service.

Selected: (X)	Add-on Service	Annual Fee
	Risk Management & Analytics (RMA) Reporting & Alerting	\$
	Public Access Open Archive Portal	\$

3. **Service and Support:** There is no additional charge for service and support as provided in **Section 2** of the Agreement.

CONSENT AGENDA

ITEM #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Administration - Information Technology

2. MEETING DATE:
October 22, 2020

3. REQUESTED MOTION/ACTION:
Request Council to appropriate funds for purchasing three (3) rack mountable servers including storage equipment and all appropriate licenses and support.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY
 Financial Health Economic Development Quality of Life N/A
 Public Safety Transportation Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?
On October 13th, bids were accepted to provide three (3) rack mountable 1U-2U servers including storage equipment, one (1) Microsoft SQL license, six(6) Windows Server 2019 Standard licenses, One Hundred (100) Microsoft User Client Access License (CAL), together with a Five (5) year Mission Critical 24/7 support and warranty for a complete turnkey virtual environment.
We received (3) three responsive bids. Based on the response, the selected responsive bidder was vTECH io for \$56,108.33. This item is budgeted as part of the AMS platform split across Street, CRA, Stormwater, Water, and Waste Water departments.
The servers will provide a virtual environment to host the City's selected GIS and AMS platforms. This selected equipment will serve as the backbone for all the departments listed above and provide for the citizens an eventual work order system in the form of an active 311 service.
Staff recommends approval. This portion of the project would be complete by December 2020.

RESOLUTION 21-15

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH AVIXUM, INC., D/B/A VTECH IO, INC., FOR THE PURCHASE OF 3 RACK MOUNTABLE IU-2U SERVERS WITH STORAGE EQUIPMENT, AND LICENSES IN THE TOTAL AMOUNT OF \$56,108.33.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Avixum, Inc., d/b/a vTech io, Inc., relating to the purchase of three rack mountable IU-2U servers with storage equipment, one Microsoft SQL license, six Windows Server 2019 Standard licenses, One Hundred Microsoft User Client Access License, together with a five year Mission critical 24/7 support and warranty, in the total amount of Fifty Six Thousand, One Hundred Eight Dollars and Thirty Three Cents (\$56,108.33), in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

vTECH io

**Rack Mountable 1U/2U Server and Storage
Equipment**

10/12/2020

City of Panama City Beach

Alex Charwin

Alex.Charwin@vtechio.com

*2338 Immokalee Road, #151 Naples, FL 34110
850-982-1665*

Table of Contents

Cover Page	1
Table of Contents	2
Company Profile	3
Executive Summary and Narrative	4
Additional Florida Public Data Center Customers	5
Additional Services	6
Proposal	7
vTECH io Line Card	11

Company Profile:

David and Donna Peterson are passionate about technology and building trustworthy relationships with clients.

When they were looking for an enterprise technology company in Florida, they just couldn't find one that had reliable, cutting-edge technology and a team that exhibited exceptional values.

They purchased vTECHio in 2001 to fulfill a need that the business community was lacking.

The Petersons were committed from the start and worked with their employees to create a set of core values that would help result in a win/win/win/win outcome no matter the technology being purchased.

Bringing value through values is key. The Petersons consistently make sure customers, employees, manufacturers, and stakeholders are in the win column. These core values are now referred to as "The vTECH io Way".

Ever hear, 'That's not the way I would have done it,' after a project has been completed? Not at vTECH io.

With our team living out The vTECH io Way, customers count on us to introduce fresh solutions to their business problems, installations, knowledge transfers, support, and managed services. With some of the brightest engineering resources in the USA, customers can get the job done with one individual responsible for white-board to knowledge transfer.

We've grown from humble beginnings, and we're ready to help you grow your company!

Local matters!

Our sales and engineering staff lives in Florida. We have one of the strongest technical presences in Florida, with nine engineers and technicians spread across the state. Our local presence means you see us more often, and we can respond faster with onsite support. Our remote engineering is handled out of Naples and Orlando, and your North FL Sales Rep operates out of Jacksonville FL!

Narrative & Executive Summary:

vTECH io has partnered directly with the Dell Inside Sales Representative (Jacob Savage) and Technical Sales Representative (Alan Fong) to put together a proposal that matches the request from the City of Panama City Beach. This quote is also based on the proposal previously seen by Panama City Beach IT in March of 2020, which was designed and sent by the Dell Direct team. Having extensive experience in virtualized data centers, vTECH engineers were able to review the original build and the RFP request to create the ideal design.

vTECH io often partners with Dell direct to provide a local “boots on the ground” presence to customers, as such a partnership often facilitates stronger customer relationships and greater total value. Our hope is that this project will be the start of a long-standing relationship between vTECH io, Dell Technologies, and the City of Panama City Beach.

vTECH sells off Florida TRP and NASPO State Contracts, which provides a seamless purchasing process in projects that are not competitively bid.

The proposal and cost are outlined in full detail below, please note the inclusion of:

- **2x - Intel Xeon Gold 6244 3.6G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933 (per server)**
- **12x - 16GB RDIMM, 3200MT/s, Dual Rank (per server)**
- **Windows Server® 2019 Standard Edition (32 Cores per server)**
- **100x – CALs**
- **Microsoft SQL Server 2019 Standard (4 Core)**
- **Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC**
- **Dual, Hot-plug, Redundant Power Supply (1+1), 750W**
- **ReadyRails Sliding Rails with Cable Management Arm**
- **10x - 960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 1752 TBW (per server)**
- **5 year - ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch**

Additional Florida Public Data Center Customers:

1. **City of Fort Walton Beach**
2. **Lake City Florida**
3. **Jackson County Sheriff**
4. **Columbia County Sheriff**
5. **City of Marianna**
6. **City of Crestview**
7. **Suwannee County Water Management District**

Additional Services:

This proposal includes Dell ProDeploy Deployment and Verification, which has been outlined below:

ProDeploy Suite

Which choice is right for you?

		Basic Deployment	ProDeploy	ProDeploy Plus
Pre - Deployment	Single point of contact for project management		•	In-region
	Site readiness review		•	•
	Implementation planning		•	•
	Technology Service Manager (TSM) engagement for ProSupport Plus entitled devices			•
Deployment	Deployment service hours	Business hours	24x7	24x7
	Onsite hardware installation*	•	•	•
	Packaging materials disposal	•	•	•
	Install and configure system software		•	Onsite
	Project documentation with knowledge transfer		•	•
Post - Deployment	Deployment verification		•	•
	Configuration data transfer to Dell EMC Technical Support		•	•
	30-days of post-deployment configuration assistance			•
	Training credits for Dell EMC Education Services			•

*Hardware installation not applicable on select software products



2338 Immokalee Rd. #151
 Naples, FL 34110
 Phone: (239) 514-2888
 Fax: (239) 236-2232
www.vTECHio.com

PROPOSAL

CAWQ18547
 Oct 12, 2020

Prepared For:

City of Panama City Beach
 Jason Pickle
 116 South Arnold Road
 Panama City Beach, FL 32413
 United States

Phone (850) 233-5100
 Fax

Presented By:

Alex Charwin
alex.charwin@vtechio.com
 850-982-1665

To accept this proposal, sign here and return:

Date: _____

Customer Purchase Order Number: _____

Here is the quote you requested.

Terms: Net 30 Days

Description	Unit Price	Qty	Ext. Price
PowerEdge R740 Server PowerEdge R740/R740XD Motherboard No Trusted Platform Module Chassis with up to 16 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration PowerEdge R740 Shipping PowerEdge R740 Shipping Material PowerEdge R740 CE, CCC, BIS Marking Intel Xeon Gold 6244 3.6G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933 Intel Xeon Gold 6244 3.6G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933 Additional Processor Selected Standard 2U Heatsink Standard 2U Heatsink 3200MT/s RDIMMs Performance Optimized RAID 1 + Unconfigured RAID PERC H740P RAID Controller, 8GB NV Cache, Adapter, Full Height Windows Server 2019 Standard,16CORE,F1,No Med, No CAL, Multi Language OpenManage Enterprise Advanced iDRAC9 Datacenter x4 iDRAC Group Manager, Disabled iDRAC,Legacy Password iDRAC Service Module (ISM), Pre-Installed in OS Riser Config 5, 6 x8, 2 x16 slots Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC iSDM and Combo Card Reader Redundant SD Cards Enabled 32GB microSDHC/SDXC Card 32GB microSDHC/SDXC Card No Internal Optical Drive 6 Standard Fans for R740/740XD	\$26,001.07	1	\$26,001.07

Dual, Hot-plug, Redundant Power Supply (1+1), 750W
PowerEdge 2U Standard Bezel
Dell EMC Luggage Tag
Quick Sync 2 (At-the-box mgmt)
Power Saving Dell Active Power Controller
UEFI BIOS Boot Mode with GPT Partition
ReadyRails Sliding Rails With Cable Management Arm
No Systems Documentation, No OpenManage DVD Kit
Microsoft SQL Server 2019 Standard, 4 CORE, OEM, NFI with SQL2017/2016
DWGD Media
US Order
Dell Hardware Limited Warranty Plus On-Site Service
ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency
Dispatch, 3 Years
ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency
Dispatch, 2 Years Extended
ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 5
Years
Dell Limited Hardware Warranty Plus Service, Extended Year(s)
Thank you choosing Dell ProSupport. For tech support, visit
[//www.dell.com/support](http://www.dell.com/support) or call 1-800- 945-3355
ProDeploy Dell Server R Series 1U/2U - Deployment
ProDeploy Dell Server R Series 1U/2U - Deployment Verification
Asset Tag ProSupport
CFI,Information,VAL,CHASSISDEF,Factory Install
16GB RDIMM, 3200MT/s, Dual Rank
QTY 12
960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,
1752 TBW
QTY 2
960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,
1752 TBW
QTY 8
Windows Server® 2019 Standard Edition, Add License,16CORE,NO MEDIA/KEY
Windows Server 2019 Standard,16CORE,Digitally Fulfilled Recovery Image, Multi
Language
Windows Server 2019 Standard,16CORE,Media Kit, Multi Language
Windows Server 2019 Standard,No Media,WS2012R2 Std Downgrade DF Media,
Multi Language
Windows Server 2019 Standard,No Media,WS2016 Std Downgrade DF Media, Multi
Language
Windows Server 2019 Standard,No Media,WS2016 STD Downgrade Media, Multi
Language
50-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)
QTY 2
Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Full Height
SAS 12Gbps HBA External Controller, LP Adapter
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas,
Philippines, Samoa, Vietnam)
QTY 2

PowerEdge R740/R740XD Motherboard

No Trusted Platform Module

Chassis with up to 16 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration

PowerEdge R740 Shipping

PowerEdge R740 Shipping Material

PowerEdge R740 CE, CCC, BIS Marking

Intel Xeon Gold 6244 3.6G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W)
DDR4-2933Intel Xeon Gold 6244 3.6G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W)
DDR4-2933

Additional Processor Selected

Standard 2U Heatsink

Standard 2U Heatsink

3200MT/s RDIMMs

Performance Optimized

RAID 1 + Unconfigured RAID

PERC H740P RAID Controller, 8GB NV Cache, Adapter, Full Height

Windows Server 2019 Standard,16CORE,FI,No Med, No CAL, Multi Language

OpenManage Enterprise Advanced

iDRAC9 Datacenter x4

iDRAC Group Manager, Disabled

iDRAC,Legacy Password

iDRAC Service Module (ISM), Pre-Installed in OS

Riser Config 5, 6 x8, 2 x16 slots

Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC

iDSM and Combo Card Reader

Redundant SD Cards Enabled

32GB microSDHC/SDXC Card

32GB microSDHC/SDXC Card

No Internal Optical Drive

6 Standard Fans for R740/740XD

Dual, Hot-plug, Redundant Power Supply (1+1), 750W

PowerEdge 2U Standard Bezel

Dell EMC Luggage Tag

Quick Sync 2 (At-the-box mgmt)

Power Saving Dell Active Power Controller

UEFI BIOS Boot Mode with GPT Partition

ReadyRails Sliding Rails With Cable Management Arm

No Systems Documentation, No OpenManage DVD Kit

US Order

Dell Hardware Limited Warranty Plus On-Site Service

ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency
Dispatch, 3 YearsProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency
Dispatch, 2 Years ExtendedProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 5
Years

Dell Limited Hardware Warranty Plus Service, Extended Year(s)

Thank you choosing Dell ProSupport. For tech support, visit
[//www.dell.com/support](http://www.dell.com/support) or call 1-800- 945-3355

ProDeploy Dell Server R Series 1U/2U - Deployment

ProDeploy Dell Server R Series 1U/2U - Deployment Verification
 Asset Tag ProSupport
 CFI,Information,VAL,CHASSISDEF,Factory Install
 16GB RDIMM, 3200MT/s, Dual Rank
 QTY 12
 960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,
 1752 TBW
 QTY 2
 960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,
 1752 TBW
 QTY 8
 Windows Server® 2019 Standard Edition, Add License,16CORE,NO MEDIA/KEY
 Windows Server 2019 Standard,16CORE,Digitally Fulfilled Recovery Image, Multi
 Language
 Windows Server 2019 Standard,16CORE,Media Kit, Multi Language
 Windows Server 2019 Standard,No Media,WS2012R2 Std Downgrade DF Media,
 Multi Language
 Windows Server 2019 Standard,No Media,WS2016 Std Downgrade DF Media, Multi
 Language
 Windows Server 2019 Standard,No Media,WS2016 STD Downgrade Media, Multi
 Language
 Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Full Height
 SAS 12Gbps HBA External Controller, LP Adapter
 Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas,
 Philippines, Samoa, Vietnam)
 QTY 2
 NASPO ValuePoint 17AHC C000000007982 WN08AGW TRP Seminole 26AHI
 C000000007806 53AHF

Your investment in addition to the Grand Total: <i>\$0.00 Billed Monthly</i> <i>\$0.00 Billed Quarterly</i> <i>\$0.00 Billed Annually</i>	<table border="0"> <tr> <td>Subtotal</td> <td>\$56,108.33</td> </tr> <tr> <td>Tax</td> <td>\$0.00</td> </tr> <tr> <td>Shipping</td> <td>\$0.00</td> </tr> <tr> <td>Grand Total</td> <td>\$56,108.33</td> </tr> </table>	Subtotal	\$56,108.33	Tax	\$0.00	Shipping	\$0.00	Grand Total	\$56,108.33
Subtotal	\$56,108.33								
Tax	\$0.00								
Shipping	\$0.00								
Grand Total	\$56,108.33								



vTECH io LINE CARD

Alex Charwin
REGIONAL ACCOUNT EXECUTIVE

Alex.Charwin@vtechio.com

850-982-1665

Backup and Recovery

- DellEMC Data Domain/IDPA
- Rapid Recovery
- VEEAM

Camera/Access Control

- Avigilon
- Forti-Camera
- Dell Intellisite
- Perfect Prime Handheld

Desktops/Laptops/AV/Peripherals

- Alienware
- Ergotron
- Dell
- HP
- InFocus
- Lenovo
- Logitech
- Microsoft Surface
- Planar Systems
- Plantronics
- Samsung
- Targus
- Tripp Lite
- Western Digital

Firewall

- Fortinet
- Palo Alto
- pfSense
- SonicWall
- ZScaler

Hyper-Converged/Converged

- FX2
- vXRail
- VMware/VSAN Ready Nodes

Microsoft

- Azure
- Office/365
- Windows

Mobile Device Management

- VMware AirWatch

Networking

- DellEMC N-Series
- DellEMC S-Series

Quest Software

- Change Auditor
- KACE
- Rapid Recovery
- FogLight
- One Identity

Servers

- DellEMC PowerEdge

Storage

- Compellent (SC Series)
- Isilon
- PowerMax
- PowerStore
- PowerScale
- PowerVault
- Unity
- VBlock
- VMAX
- Xtreme IO

SD-WAN

- Fortinet SD-WAN
- VeloCloud

Telephony

- FortiVoice
- Mitel (Cloud and On Premise)

Virtualization

- Citrix
- Hyper-V
- VMware

Wireless

- Aerohive/Extreme
- GoZone WiFi/Analytics
- Ruckus
- Ubiquiti

www.vTECHio.com



vTECH io CORE VALUES

Gr

GOLDEN RULE

We balance the needs and interests of our customers, our employees, and the company seeking a win, win, win, outcome that is equitable to all. We promote high ethical standards and keep our promises.

Tr

TRANSPARENCY

We believe that transparency with our customers, employees, and manufacturer will evidence our honesty and humility, leaving each party with no question regarding our sincere alignment with their mutual interests.

Ap

A PLAYERS

Team members challenge themselves to become the "A Player" they are called to be. We seek to mold our team into an easily recognizable All-Star team of "A Players". We choose to add personnel who can quickly become a part of our "A Team".

Fi

FINISH

We finish what we begin. We communicate the completion with appropriate stakeholders.

Pa

PASSION

We are Passionate about our products and services. We possess a Passion to increase our knowledge, skill level, and professionalism. We are Passionate in our desire to increase our value to each customer and their increasing success.



CONSENT AGENDA

ITEM #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Administration - Information Technology

2. MEETING DATE:
October 22, 2020

3. REQUESTED MOTION/ACTION:

Request Council to appropriate funds for purchasing a complete software application suite for a Geographic Information Systems (GIS) database and software maintenance support.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- Public Safety
- Transportation
- Attractive Community
- N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

On October 13th, bids were accepted to provide a complete software application suite for a Geographic Information Systems (GIS) database and software maintenance support in a full virtual environment.

We received (2) two responsive bids. Based on the response, the selected responsive bidder was ESRI for \$27,500.00 per year for a (3) three year term. This item is budgeted as part of the AMS platform split across Street, CRA, Stormwater, Water, and Waste Water departments.

GIS software will help City staff better understand existing mapping data and make more effective and informed decisions. ArcGIS (the software) helps staff apply location-based analysis to guide and improve best business practices and allows creation of beautiful and informative maps, analyze data using scientific tools, compile and manage data, and publish work on a shared workspace so other staff can access and use the data. This selected software will serve as the Geographic Information Systems backbone for all the departments listed above and provide for the citizens an eventual work order system in the form of an active 311 service.

Staff recommends approval. This portion of the project would be complete by December 2020.

RESOLUTION 21-16

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., FOR THE PURCHASE OF GIS DATABASE AND SOFTWARE MAINTENANCE SUPPORT IN THE TOTAL AMOUNT OF \$82,500.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Environmental Systems Research Institute, Inc., relating to the purchase of GIS database and software maintenance support, in the total amount of Eighty Two Thousand Five Hundred Dollars (\$82,500.00), in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



October 13, 2020

GIS Software and Software Maintenance for the City of Panama City Beach

Prepared for:

Jason Pickle, IT Manager
City of Panama City Beach
116 South Arnold Road
Panama City Beach, Florida 32413
(850) 233-5100

Esri contact:

Alex Munoz
Account Manager
380 New York St.
Redlands, CA 92373
(909) 793-2853 X1597
AMunoz@esri.com

Esri Proposal # P20-29612

Esri Authorized by 
Chris Johnson, Manager, Esri Contracts & Legal

380 New York Street
Redlands, California 92373-8100 USA
909 793 2853
info@esri.com
esri.com



Table of Contents

Section Title	Page
1.0 Executive Summary	1
2.0 Company Profile.....	2
3.0 References	3
4.0 Solution Overview.....	6
4.1 Listed Requirements	8
4.2 Server Software	12
4.3 Desktop & End User Software.....	14
4.4 Hosting Components.....	17
4.5 Support & Maintenance.....	21
5.0 Pricing	23
6.0 Additional Products and Services.....	24
7.0 Additional Information.....	25
Appendix Quote for Esri Enterprise Agreement	26

1.0 Executive Summary

The City of Panama City Beach is seeking a geographic information system (GIS) solution to enhance government activities and services delivered to the public. This solution will also support social distancing of employees through online mapping, analysis, and collaboration.

Esri helps cities worldwide leverage data and location-based information for better data management, sharing, and collaboration to improve decision making, operational efficiencies, and constituent engagement. As the global market leader in GIS since 1969, we offer the most powerful mapping and spatial analytics technology available. Our offerings include software, support, training, data, and professional services to help customers implement and apply our platform, ArcGIS, to their workflows.

ArcGIS, is used by more than 350,000 organizations worldwide and is recognized as the standard in GIS for organizations to create, edit, maintain, analyze, and share spatial information. Some City of Panama City Beach departments already use ArcGIS to address daily business needs. Our proposed solution builds on and extends your current implementation of and investment in ArcGIS.

We propose that the city leverage Esri's ArcGIS Commercial-off-the-shelf (COTS) software—supported by professional services—to implement tools for data management, sharing, collaboration, and constituent engagement in a virtual environment that allows for social distancing. Because the most cost effective way to license ArcGIS software across your organization is through Esri's Small Government Enterprise Agreement (SGEA), we are recommending that you use this purchasing vehicle to access the platform, as well as a supplemental professional services package for implementation.

This gives you a centralized vehicle for software procurement/licensing that reduces administrative costs and provides access to the ArcGIS platform, the ability to scale software as needed and support multi-tiered environments, and a fixed cost for the duration of the contract period. Because ArcGIS is an open, interoperable platform, it also supports your integration with enterprise systems such as asset management and work order management systems.

Esri affirms that it is authorized to do business in Florida (and maintains a satellite office in West Palm Beach), has no known conflict of interest with any of the work performed by the City of Panama City Beach, has adhered to the instructions for submittal of this proposal, and has the ability to provide required services in a timely fashion.

In the following sections, we describe how you can more fully leverage ArcGIS to achieve your desired business goals and workflows. We welcome the opportunity to further discuss our recommendations, this agreement, and recommended professional services (consulting/implementation services) with you.

2.0 Company Profile

Esri develops GIS software that helps organizations deliver effective and sustainable solutions to problems around the world. We offer ArcGIS, a mapping and spatial analytics platform that combines the science of geography with powerful GIS technology to reveal deeper insights into data. We also provide user education and training, technical support, and consulting services to help our users apply our technology to make more effective decisions and improve outcomes.

Our Capabilities

Founded in 1969, Esri is a financially stable, privately owned corporation with a policy of zero debt. Private ownership means no stockholders forcing short-term decisions at the expense of long-term objectives. This lets us maintain a strong commitment to innovation and rapidly address the changing and emerging needs of our user community. Each year, we reinvest more than 30 percent of our revenue in research and development to support new advancements in our platform technology.

To help our users effectively implement geospatial technology to meet their needs, Esri maintains a worldwide partner network of more than 2,200 partners, including global alliances with major technology leaders such as Autodesk, SAP, Microsoft, Amazon Web Services, IBM, and SAS. We also have more than 80 international distributors that support Esri users in more than 150 countries.

Our Customers

Esri's top priority is helping customers use GIS technology to solve important challenges. We invest in our customers, seek to understand the issues and opportunities they face, and work closely with them to build viable solutions for every industry. As a result of this commitment to customer success, our platform has become widely pervasive and supports users in many industries.

Today, Esri software is deployed in more than 350,000 organizations including the world's largest cities, most national governments, 75 percent of Fortune 500 companies, and more than 7,000 colleges and universities. Esri engineers the most advanced solutions for digital transformation, the Internet of Things (IoT), and location analytics to inform the most authoritative maps in the world.

In addition to our satellite office in West Palm Beach, FL, Esri maintains 10 regional offices in the United States. Esri also has an extensive network of international distributors that help us meet the needs of customers in more than 150 countries and maintains a Partner Network of more than 2,000 business partners who help implement, integrate, and extend our software.

3.0 References

A listing of at least five (5) public sector or municipal clients for whom the respondent has provided GIS services. Each listing should identify the client, a description of the scope and length of the Firm's work for that client, their website URL for Online GIS comparison, and client contact information.

County of Tallahassee-Leon, FL

Tallahassee-Leon County GIS has had an Esri Enterprise Agreement for over 9 years. Esri has also provided several years of GIS consulting service and guidance, full Enterprise and Online implementation service for public works, water utilities, planning, emergency management, and more. Recent app work has been focused on performance metrics.

Online GIS Projects:

- Tallahassee - Leon County GIS GeoData Hub
<https://geodata-tlcfgis.opendata.arcgis.com/>
- Tallahassee Then And Now - Historical Aerial Photography Collection for Tallahassee and Leon County, Florida
<https://storymaps.arcgis.com/stories/f5eb3dd02ed94687a876ea7c8d584e26>
- Experience Florida's Capital
<http://tlcfgis.maps.arcgis.com/apps/MapJournal/index.html?appid=30a5688954cc4eefbb28072fdb128bad>
- Major Ongoing and Proposed Developments
<https://bit.ly/2IaEwic>
- Apalachee Regional Park Cross Country Trail
<https://storymaps.arcgis.com/stories/e8ce3e9de8d741a590664f944a05de35>
- Leon County Farming Activities
<https://storymaps.arcgis.com/stories/7285d29905944f3c8e22e7031d684766>
- Leon County Sustainability
<https://storymaps.arcgis.com/stories/17db17c59bcb4876a6d02d0123ae436e>

Website: <https://geodata-tlcfgis.opendata.arcgis.com/>

Contact: Scott Weisman, GISP, CPM,
GIS Program Coordinator
weismans@leoncountyfl.gov
850-606-5592

City of Brentwood, TN

The City of Brentwood has been on the Esri platform for the past 14 years and has an Esri Small Government Enterprise Agreement. In 2013, the Esri Professional Services team provided consulting services to optimize their databases on premise and has used Esri training to keep staff up to date on products and tools.

Website: <https://www.brentwoodtn.gov/departments/information-technology/gis/web-maps>

Contact: Scott Summers
GIS Coordinator

scott.sumners@brentwoodtn.gov

615-371-7002

City of Tampa, FL

City of Tampa, FL, has had an Esri Enterprise Agreement since 2012.

Website: <https://city-tampa.opendata.arcgis.com/>

Contact: Kerry Wright

GIS Manager

813-274-7301

City of Albany, GA

City of Albany, GA, has had an Esri Enterprise Agreement for two years.

Website: <https://albanyga-albgis.opendata.arcgis.com/>

Contact: Shuronda Hawkins

IT Systems Administrator

ShHawkins@albanyga.gov

County of Cobb, GA

Cobb County, GA, has had an Esri Enterprise Agreement for three years.

Website: <https://www.cobbcounty.org/gis>

Contact: Jenn Lana

Cobb County GIS Manager

Jennifer.Lana@cobbcounty.org

City of Johns Creek, GA

City of Johns Creek, GA, has had an Esri Enterprise Agreement for two years.

Website: <https://datahub.johnscreekga.gov/>

Contact: Nick O'Day

Chief Data Officer

678-512-3202

Nick.ODay@johnscreekga.gov

4.0 Solution Overview

A written narrative evidencing the respondent's ability to provide each item or element set forth in the Section II Description of Work and Services Required.

The City is interested in a GIS server and client software that will integrate with a wide variety of Asset Management Systems, Work Order Applications, Building and Planning Applications, Code Enforcement Applications, and Business Licensing Applications, Water and Sewer Flow Management Applications, with a large development group for future innovations in geospatial technology. The City will use this system for online GIS services for Residents and Tourists visiting the City of Panama City Beach's website in efforts to expand social distancing to the online tools. This GIS application should have all the traditional toolsets for local municipalities and include licensing for multiple levels of end-user rights within the City. The City's new GIS vendor must be able to provide at a minimum the components listed below. Other features may be recommended or added.

Esri develops GIS software that helps organizations better understand their data and make more effective and informed decisions. We also support our users by providing training, technical support, and consulting services to help them succeed. Today, more than 350,000 organizations worldwide use Esri technology to solve problems and improve results.

Esri offers:

- **An enterprise GIS platform**—Esri provides ArcGIS, the world's most powerful mapping and analytics software. ArcGIS helps you apply location-based analysis to guide and improve your business practices. You can visualize and analyze your data to gain new insights, then share these insights with others through apps, maps, and reports.
- **GIS software**—Esri offers professional desktop GIS software that lets you create beautiful and informative maps, analyze data using scientific tools, compile and manage data, and publish your work so others can access and use it. You can apply the results of your GIS projects to challenges faced by your organization, your community, and people around the world.
- **Ready-to-use apps**—Esri provides focused apps that help make GIS work faster, easier, and more efficient. You can use these apps to incorporate your data, maps, and analysis tools into your everyday tasks and workflows. For example, ArcGIS apps let you collect data in the field, monitor your operations in real time, and engage the community.
- **Ready-to-use content**—Esri offers the ArcGIS Living Atlas of the World, which provides authoritative maps, data, and imagery covering thousands of topics. This global collection of content makes it easier for you to understand the geographic context of your data and support critical decision making. We frequently update the Living Atlas with new data from commercial providers and authoritative organizations around the world.

- **Industry solutions**—Esri provides [industry-specific solutions](#) to help our users jumpstart their projects. You can choose from hundreds of maps, apps, and platform configurations to meet the needs of your organization. These solutions follow industry best practices and emerging trends.
- **Developer tools**—Esri offers ArcGIS [developer tools](#) that let you build unique apps and tools that integrate location in your specific workflows. Our broad platform support allows you to develop applications for mobile devices, the web, and desktops, using content available online or within your organization.
- **Consulting services**—Esri provides professional consulting services to help you implement and apply our technology to meet your specific needs. Our services include focused project services to deliver turnkey systems and applications, as well as business and technical consulting services to provide GIS expertise and strategic guidance.
- **Training**—Esri offers instructor-led courses and self-paced e-Learning resources covering Esri software and GIS workflows. Our training is designed to accommodate the diverse needs, learning styles, and budgets of customers around the world and in dozens of industries.
- **Technical support**—Esri provides unlimited phone support and software upgrades to customers who are current on maintenance. Esri also offers a Premium Support option, which includes an assigned technical account lead, priority phone support, and 24/7/365 support availability.
- **Enterprise support**—Esri offers advanced enterprise support and guidance through the Esri Enterprise Advantage Program (EEAP). This annual subscription program includes access to support, training, and consulting services to help you deploy and use ArcGIS in the way that best addresses your specific business needs.
- **Community support**—Esri actively supports the global ArcGIS user community. We help users connect with us and with other users through conferences, regional and industry groups, and our online [GeoNet](#) community. We also share GIS news and updates through blog posts, videos, social media, and digital publications. In addition, we encourage the community to share ideas, content, and code—and we often incorporate their contributions in our products.

Our platform, ArcGIS, is the world's leading mapping and analytics platform. ArcGIS combines the science of geography with powerful GIS technology to help you make smarter decisions. With ArcGIS, you can use maps and spatial reasoning to explore data in new ways and gain a deeper understanding of any problem or situation. You can then share these insights and collaborate with others through web maps and apps. Organizations around the world are using ArcGIS to solve real problems and create positive change in industry and society.

Esri Enterprise Agreement

To help local governments fast-track their implementation of ArcGIS in a cost-effective manner, Esri offers an Enterprise Agreement (EA) for small governments. This agreement provides access to most ArcGIS platform software as well as data, software maintenance, technical support, and online training for the duration of the agreement.

Benefits of the EA include:

- **Access to the platform**—With an EA, you can deploy unlimited quantities of the most current versions of core ArcGIS products and named quantities of other software. This gives you a foundation for enterprise deployment and future growth.
- **Flexible deployment options**—The EA supports flexible deployment options, including multi-tiered user environments, as well as the ability to scale when additional capacity is needed—at no additional cost.
- **Reduced administrative costs**—An EA reduces administrative costs by providing a centralized vehicle for software licensing and purchasing. Departments no longer need to spend time and effort on individual software purchases. ArcGIS also provides a single integrated location platform allowing cities to avoid costs and inefficiencies related to purchasing duplicative, separate technologies.
- **Fixed annual costs**—Costs for accessing the platform and other EA deliverables are determined for the term of the agreement and paid on an annual basis, allowing you to budget accordingly with no surprises. The Small Government EA is the most cost-effective method of deploying GIS at an enterprise scale.

4.1 Listed Requirements

Table 1. Solution Overview

Requirement	Compliant (Yes/No/Partially)	Comments
Server Software:		
Virtual Machine environment capable	Yes	
Enterprise level environment to host mapping information shared with many users in varying degrees of access	Yes	
Fully integrable with at least 3 competing software platforms in the following categories: Asset Management Systems, Work Order	Yes	

Applications, Building and Planning Applications, Code Enforcement Applications, and Business Licensing Applications, Water and Sewer Flow Management Applications		
Can handle multiple layers of large imagery files, aerials, and overlays	Yes	
A complete analyst server package	Yes	
A complete mapping server package	Yes	
Fully integrable with an online GIS rendering application with customized layers for external viewers	Yes	
License cost for on-premises server installation	Yes	See Section 6.0 Additional Products and Services for information on our recommended ArcGIS Enterprise Jumpstart professional services package.
<u>Desktop/End User Software:</u>		
Software must be fully compatible in a Windows 10 environment	Yes	
2D and 3D simultaneous mapping	Yes	We recommend using ArcGIS Pro to achieve 2D and 3D simultaneous mapping.
Ability to share projects quickly and seamlessly amongst employees in the field	Yes	This capability can be easily achieved using our field apps. For more information on mobile workflows, see ArcGIS Apps for Field Operations .
Mobile app for Android and iOS devices	Yes	
Customizable layers and toolsets with the ability to save presets for different level of end users	Yes	
Ability to work with AutoCAD, PDF, and Excel files for reference points	Yes	
Must be relatable to Global Positioning System and State Plane Coordinate System	Yes	
License cost for one (1) GIS Analyst / Coordinator / Super-User	Yes	Please see Section 5. Pricing and Appendix—Quote for Esri Enterprise Agreement.

License cost for Ten (10) Standard GIS / Engineer / Planner / Pro-Users	Yes	Please see Section 5. Pricing and Appendix—Quote for Esri Enterprise Agreement.
License cost for Fifty (50) local network viewing and mobile viewing / Standard-Users	Yes	Please see Section 5. Pricing and Appendix—Quote for Esri Enterprise Agreement.
Hosting Components:		
*Please note that while the SGEA includes enterprise software (ArcGIS Enterprise) as well as our SaaS solution (ArcGIS Online), ArcGIS Enterprise can be deployed behind your firewall in accordance with your organization's security requirements. ArcGIS Enterprise is an on-premises solution, while ArcGIS Online is hosted and managed by Esri in our secure cloud. For the purposes of answers to questions in this section, we will be responding for our SaaS offering, ArcGIS Online.		
99.9 percent uptime outside of scheduled maintenance, guaranteed by Service Level Agreement	Yes	Esri's Service Level Agreement for our SaaS offering, ArcGIS Online, specifies 99.9% uptime. This SLA can be found on the Esri Trust Center .
Data Center – Tier II. Minimum requirements: reliable data center, managed network infrastructure, onsite power backup and generators, multiple telecom/network providers, redundant network, secure facility, 24/7/365 system monitoring.	Yes	<p>ArcGIS Online uses cloud infrastructure providers Amazon Web Services and Microsoft Azure which are ISO 27001 and FedRAMP Moderate compliant.</p> <p>Cloud infrastructure provider access is restricted by job function so that only essential personnel receive authorization to manage cloud infrastructure services. Physical access authorization utilizes multiple authentication and security processes: badge and smartcard, biometric scanners, on-premises security officers, continuous video surveillance, and two-factor authentication for physical access to the data center environment.</p> <p>The cloud infrastructure providers' data centers have 24x7 uninterruptible power supply (UPS) and emergency power support, which may include generators. Regular maintenance and testing is conducted for both the UPS and generators. Data centers have also arranged for emergency fuel delivery.</p>
Hosting. Minimum requirements: automated software updates, server	Yes	ArcGIS Online releases, which include patches and bug fixes, are published

<p>management and monitoring, multitiered software architecture, software updates and security patches, database updates and security patches, antivirus management and updates, server-class hardware, redundant firewall solutions, high performance SAN with N+2 reliability</p>		<p>quarterly. Security patches are deployed monthly, by default, and critical risk vulnerabilities are patched within 7 days. As part of FedRAMP Tailored Low compliance, ArcGIS Online implements a robust continuous monitoring program to monitor risk. This includes internal assessments at least annually.</p> <p>ArcGIS Online data security measures are in alignment with FedRAMP Tailored Low requirements (that have NIST 800 - 53 security controls as its core). ArcGIS Online's cloud infrastructure providers' data security policies, procedures, and processes align with industry standards such as FedRAMP Moderate and ISO 27001.</p>
<p>Bandwidth. Minimum requirements: multiple network providers, burst bandwidth of at least 22Gb/s</p>	<p>Yes</p>	<p>The cloud infrastructure providers utilize multiple separate network segments. There are no bandwidth requirements except for having internet access. Any bandwidth restrictions would come from the customer's end.</p>
<p>Disaster Recovery. Minimum requirements: 24/7 emergency support, on-line status monitor, event notification emails, recovery time objective for at least 24 hours, pre-emptive monitoring for disasters, multi-geographic region redundant back up data center</p>	<p>Yes</p>	<p>We have a Disaster Recovery Plan for ArcGIS Online designed in alignment with FedRAMP Tailored Low accreditation. ArcGIS Online cloud Infrastructure providers ensure their business continuity plans align with ISO 27001 standards.</p>
<p>DDoS Mitigation. Minimum requirements: defined DDoS attack process including the ability to identify the attack source and type of attack, the ability to monitor the attack for a threshold and a plan once threshold is reached</p>	<p>Yes</p>	<p>ArcGIS Online utilizes AWS and Microsoft Azure native FedRAMP authorized security features to route users to ArcGIS Online resources. These Cloud Service Provider features provide protection against attacks such as common DDoS attack.</p>
<p>Upgradeable security packages.</p>	<p>No</p>	<p>ArcGIS Online Cloud infrastructure providers align with ISO 27001 and FedRAMP Moderate requirements. ArcGIS Online layers its security controls on top of the CSP infrastructure and is authorized as</p>

		a FedRAMP Tailored Low SaaS offering overall.
Online hosting costs for Customer-side viewing		With ArcGIS Online, you can publish unlimited maps, apps, and sites for public viewing at no additional cost. No "user" is required to access these. ArcGIS Online can be licensed at different user type levels, giving members of your organization different levels of administrative, editing, and publishing capabilities based upon their user type. User types are further defined at our Esri User Types website.
<u>Support and Maintenance:</u>		
Dedicated account management	Yes	
Ongoing training opportunities and availability of robust, self-service documentation and technical support (videos and training manuals, etc.)	Yes	
24/7 Phone Support services—emergency and non-emergency situations	No	The SGEA comes with Standard level support services . Panama City Beach can opt to purchase Premium Support services, offering 24/7 phone support services for an additional fee.
Hot-fixes and new feature releases on a regular basis.	Yes	

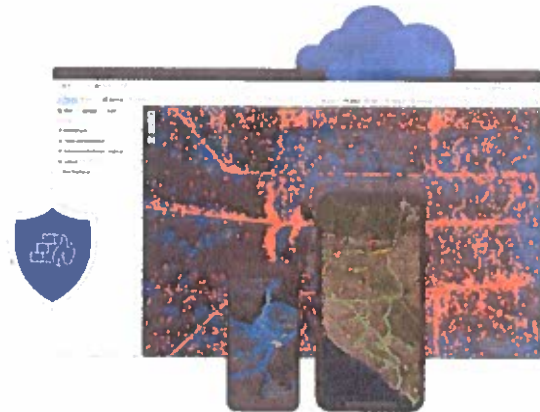
4.2 Server Software

ArcGIS Enterprise

ArcGIS Enterprise provides a complete GIS that lets you access powerful mapping and analytics and share geospatial data—all from a web browser. You can run ArcGIS Enterprise anywhere—behind your firewall or in the cloud. No matter how you deploy it, ArcGIS Enterprise helps you deliver GIS capabilities to every app, user, and device in your organization so you can improve your work and deliver better results.

ArcGIS Enterprise provides everything you need to deploy your GIS platform including:

- **A secure enterprise deployment**—ArcGIS Enterprise is a secure, enterprise-ready GIS platform. It integrates with your existing identity stores to provide a seamless experience for your users. You can set up high availability and disaster recovery options to support your mission-critical workflows. You can also automate administrative tasks and analysis workflows to save time and effort. As your needs grow, you can customize and scale your deployment with additional capabilities and apps.
- **Data management**—ArcGIS Enterprise lets you give users secure access to the data they need for their maps, analytics, and decisions. You can use your existing databases to store and manage enterprise data. You can also configure ready-to-use data storage that doesn't require additional administration or cost. In addition, you can connect to Esri's [ArcGIS Living Atlas of the World](#), a curated collection of basemaps, imagery, and authoritative maps and data on thousands of topics.
- **Mapping and visualization**—With ArcGIS Enterprise, you can visualize your data spatially, helping you see patterns and connections. You can showcase your data through simple web maps, tailored web pages, ready-to-use apps from Esri, and custom apps for any device. When you're ready, you can share your maps and apps with others—people within your organization, colleagues in other organizations, and members of the public.
- **Spatial analytics**—With ArcGIS Enterprise, you can use spatial analysis to better understand your operational landscape and determine what actions to take. ArcGIS Enterprise provides analytic tools that help you uncover spatial relationships, find the best locations and routes, detect patterns and hot spots, and model predictions. Your analytics can also incorporate data science tools such as Jupyter notebooks, Python scripts, and machine learning algorithms.



ArcGIS Enterprise also offers more advanced capabilities through specialized servers that unlock additional functionality. These specialized servers allow you to:

- **Process large imagery collections**—ArcGIS Image Server lets you process, analyze, and exploit massive collections of imagery, rasters, and data from remote sensors. You can process images on the fly to quickly provide users with the imagery they need. You can also run distributed analytics on raster data to extract valuable information from imagery.
- **Monitor events in real time**—ArcGIS GeoEvent Server allows you to process and display real-time streaming data from virtually any type of sensor. You can continuously

update maps, dashboards, and databases with live data, as well as define filters that automatically highlight critical events. When specific conditions are met, you can trigger alerts to key personnel so they can respond quickly and effectively.

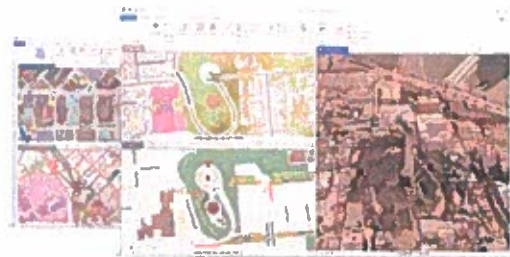
- **Speed up big data analytics**—ArcGIS GeoAnalytics Server lets you use distributed computing to run batch analysis tasks on large volumes of data. With GeoAnalytics Server, you can analyze massive spatiotemporal datasets in hours or minutes instead of weeks or days.
- **Integrate GIS and data science**—ArcGIS Notebook Server lets you run notebooks that combine spatial algorithms and analysis tools with traditional data science methods. Your notebooks can access Esri's powerful ArcGIS API for Python and the ArcPy site package, as well as open-source analytical, statistical, and machine learning libraries. This lets you apply the tools you need to answer complex questions and solve problems.
- **Gain market insights**—ArcGIS Business Analyst Server helps you access and work with Esri's demographic, lifestyle, spending, and business data, on premises and behind your firewall. You can incorporate this data in your maps, analytics, and reports to drive more informed business decisions.

ArcGIS Enterprise is an important part of the ArcGIS platform. ArcGIS Enterprise allows you to organize, manage, analyze, and share your enterprise content while maintaining complete control over data security and access. You can use ArcGIS Enterprise to provide a scalable, distributed GIS that supports everyone in your organization. This lets you deliver location-based content and capabilities that help you improve your workflows and make more effective decisions.

4.3 Desktop & End User Software

ArcGIS Desktop

ArcGIS Desktop is a complete software suite for desktop GIS. With ArcGIS Desktop, you get powerful desktop applications that you can use to create maps, perform spatial analysis, and manage geographic data and imagery. In addition, you can access the entire ArcGIS platform, allowing you to publish geographic content and share it with others.



ArcGIS Desktop includes:

- **ArcGIS Pro**—ArcGIS Pro is Esri's powerful 64-bit desktop GIS application. Technologically ahead of everything else on the market, ArcGIS Pro offers professional 2D and 3D mapping in an intuitive user interface. ArcGIS Pro is a big step forward for

desktop GIS—one that advances visualization, analytics, image processing, data management, and integration. You can use ArcGIS Pro to apply geographic science and spatial reasoning to improve your decisions.

- **ArcMap**—ArcMap is the industry-leading 32-bit desktop GIS application. With ArcMap, you can access a rich collection of tools that let you visualize, analyze, manage, and publish spatial data and imagery. These tools help you transform your data into useful maps that support staff across your organization.

With ArcGIS Desktop, you can also access:

- **ArcGIS Online**—Every ArcGIS Desktop license includes a subscription to ArcGIS Online, Esri's cloud-based mapping platform. ArcGIS Online allows you to publish your GIS content so it can be discovered and used by others. You can also access the [ArcGIS Living Atlas of the World](#), a massive curated collection of ready-to-use maps, data, and imagery covering thousands of topics.
- **Ready-to-use apps**—Esri provides a variety of focused apps that help you accelerate and enhance your GIS work. ArcGIS apps deliver tailored content and capabilities to the devices that are best suited for your workflows. You can use these apps to improve efficiency in the field, support better decision making in the office, and engage executives, stakeholders, and the public more effectively.
- **Software development tools**—You can use ArcGIS APIs and SDKs to build your own GIS apps for desktop, web, and mobile platforms. Your apps can connect to a wide range of content and location services including Esri's cloud services, items you publish through ArcGIS Online, and services you host on your own infrastructure.

You can add more specialized GIS capabilities to ArcGIS Desktop through optional extensions. These extensions provide tools in areas like 3D modeling and analysis, network analysis, spatial analysis, image analysis, geostatistics, workflow management, data quality control, comprehensive data interoperability, and industry-focused workflows.

ArcGIS Pro

ArcGIS Pro, a component of ArcGIS Desktop, is the next generation of professional desktop GIS software. You can use ArcGIS Pro to create 2D and 3D maps, perform spatial analysis, integrate and manage data, and process imagery—all through an intuitive 64-bit desktop application. You can also connect to your Web GIS, allowing you to access, publish, and share maps and other hosted services, both within your organization and online.

ArcGIS Pro provides a broad set of professional authoring, editing, and analysis tools that turn your data into authoritative maps. With ArcGIS Pro, you can:

- **Create interactive and informative maps**—ArcGIS Pro lets you produce high-quality 2D and 3D maps that visualize your data and make it easy to understand. You can use context-sensitive cartography tools and industry-specific templates to create maps that emphasize important information, patterns, and relationships. For example, your maps can show sales by store location, reveal population trends across multiple neighborhoods, or highlight areas with heightened health risks due to pollution.
- **Perform analytics and data science**—ArcGIS Pro includes hundreds of analysis and data science tools that help you identify patterns, make predictions, and answer complex questions. You can use these tools to uncover market opportunities, target resources to the areas of greatest need, solve complex vehicle routing problems, predict environmental impact, and more.
- **Automate workflows**—ArcGIS Pro lets you use automation tools to improve the efficiency of analysis, editing, and data management workflows. For example, you can create geoprocessing models that chain multiple tools and processes together. You can also run scripts using Python and R. In addition, you can configure tasks that use wizards and training tools to guide people through repeatable workflows and business processes.
- **Edit and manage data**—ArcGIS Pro helps you enforce data integrity and accuracy. You can use ArcGIS Pro to manage all kinds of spatial data, including real-time data and big data—whether that data resides in the cloud or in your infrastructure. ArcGIS Pro also provides editing tools that let you manipulate your data, automate editing workflows, review data integrity, edit data concurrently with other users, and more.
- **Process imagery**—ArcGIS Pro provides tools that let you manage, analyze, and process imagery from a range of sources including satellites, aircraft, drones, full-motion video, elevation and lidar data, and more. With these tools, you can extract features from imagery, perform scientific analysis, and assess changes over time. You can also use on-the-fly processing and dynamic mosaicking to quickly deliver imagery to end users.
- **Apply artificial intelligence (AI)**—ArcGIS Pro helps you use AI algorithms to recognize and learn from complex patterns, so you can extract even more advanced insights from your geospatial data. You can use ArcGIS Pro to build training datasets, then incorporate that data in deep learning models. ArcGIS Pro also integrates with machine learning frameworks and neural networks, as well as with modern AI hardware that you can deploy on premises and in the cloud.



- **Access the entire ArcGIS platform**—ArcGIS Pro gives you a user identity that lets you connect to your Web GIS portal, publish and share resources you create in ArcGIS Pro, and access maps, imagery, services, and other content available within your organization. You can also access focused apps that help you improve workflows in the field, in the office, and when engaging the public. In addition, you can use ArcGIS developer tools to build your own desktop, web, and mobile apps.
- **Expand your capabilities**—You can add even more professional GIS capabilities to ArcGIS Pro with optional extensions. These extensions provide advanced tools in areas like 3D modeling and analysis, spatial analysis, image analysis, network analysis, workflow management, and data quality control.
- **Add custom tools**—You can customize and extend ArcGIS Pro with add-ins and configurations developed with the ArcGIS Pro SDK for .NET. For example, you can build add-ins that extend the user interface (UI) with your own unique tools and customer workflows. You can also develop ArcGIS Pro solution configurations with your own custom branding, start-up experience, and streamlined UI.

ArcGIS Pro is a core component of the ArcGIS platform. As the premier desktop GIS application, ArcGIS Pro gives you the tools needed to integrate, visualize, and analyze all kinds of data. These tools help you transform your data into a variety of information products—like web maps, dashboards, and data collection apps—that are useful to staff across the organization. ArcGIS Pro also works with the rest of the ArcGIS platform, making it easy to publish and share your authoritative GIS resources so they can be accessed anywhere and on any device.

4.4 Hosting Components

ArcGIS Online

ArcGIS Online is a cloud-based mapping and analysis platform that lets you deliver location intelligence to anyone, anywhere, on any device. With ArcGIS Online, you can create data-driven maps, use spatial analysis to learn more about your data, and share insights with others through useful apps. Because ArcGIS Online is software-as-a-service (SaaS), it can scale to support millions of users.



You can use ArcGIS Online to:

- **Make data-driven maps**—ArcGIS Online lets you create maps that visualize your data in useful and meaningful ways. You can easily bring data into ArcGIS Online—you can

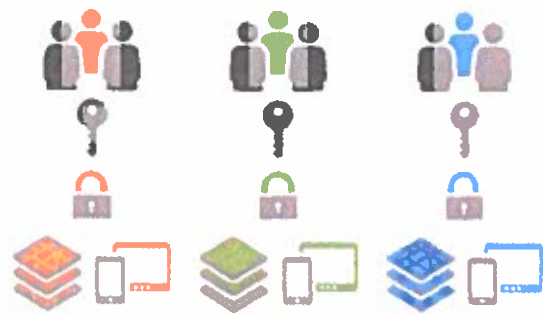
upload files, drag and drop spreadsheets, and connect to content you've stored in the cloud. You can then use smart mapping tools to select the best data classifications, colors, and styles for presenting your data and the story you want to tell.

- **Analyze data**—ArcGIS Online includes spatial analytics tools that help you better understand your data and answer important questions. You can use these tools to detect patterns and relationships, find the best locations and routes, make predictions, and determine which actions to take. You can then apply the insights you gain through your analysis and improve decision-making across your organization.
- **Access online maps and data**—With ArcGIS Online, you can access the [ArcGIS Living Atlas of the World](#), a global collection of curated maps and data on thousands of topics. You can use basemaps, imagery, live feeds, and data-driven maps from the Living Atlas to explore information about people, infrastructure, the environment, and more. Once you've discovered useful content in the Living Atlas, you can combine it with your own data and use it in your maps and analytics.
- **Share and collaborate**—ArcGIS Online lets you share your maps and collaborate with colleagues to solve problems. By sharing your maps in ArcGIS Online, you can make useful information and tools available to people in the office, in the field, and in the community. You can embed your maps in websites or social media posts, access them through Esri's ready-to-use apps, or create your own apps using APIs and no-code app builders.
- **Choose who can see your content**—ArcGIS Online gives you complete control over access to your maps and data. You can keep content private so only you can see it, or you can make it available to specific groups, to everyone in your organization, or to the public. This lets you share useful maps, data, and apps with anyone who needs them, while also protecting your private information.

ArcGIS Online delivers an enterprise-ready mapping and analysis system in the cloud. Because ArcGIS Online is hosted by Esri, you do not have to manage software updates and maintenance. Instead, you can focus on making maps and applying them in your work. ArcGIS Online also automatically scales to support peak periods of demand—thousands or even millions of users. In addition, ArcGIS Online meets IT requirements related to security, privacy, authentication, and system monitoring. In this way, ArcGIS Online lets you share location-based insights throughout your organization, helping your staff improve the way they work and make better decisions.

ArcGIS and Identity

ArcGIS provides a unique, secure identity to each user of your organization's Web GIS portal. Your identity allows you to access GIS resources that are available to you, join groups for projects you're involved with, and share geographic information with others across your organization. No matter where you are or what apps or devices you use, your identity lets you connect to the content, capabilities, and colleagues that support your work.



ArcGIS supports identity through named user accounts. Because every ArcGIS named user has a unique identity, organizations can manage the content, apps, and privileges available to each of their users. For example, some users may only need to view content, while others need to create and edit content. By assigning privileges to each user as part of their identity, organizations can give users the capabilities they need—and support more effective IT governance.

Access ArcGIS Anywhere

If you are an everyday ArcGIS user, you can use your named user account to log in to ArcGIS anywhere, anytime, and on any device. Your account associates you with your privileges to access maps, apps, data, and tools that are available within your organization. When you sign in to ArcGIS with your account, you can access:

- Content that you've created and saved under your account
- Data and maps that other users have shared with you
- Apps, data, and tools that are available to a user group that you're a member of
- Curated content provided by Esri through the [ArcGIS Living Atlas of the World](#)
- Ready-to-use apps included with ArcGIS
- Premium apps your organization has authorized you to use

By providing one account that works across the platform, ArcGIS makes it easy to access the content and tools you need, no matter where you are or what ArcGIS app you use. Your organization can also integrate ArcGIS named user accounts with other identity management systems to deliver a single sign-on experience to all users. This is similar to the way user identity works in other enterprise IT solutions.

Maintain Content Ownership

Your ArcGIS content is associated with your named user account, allowing you to retain ownership over content you're responsible for. By default, any content you publish can only be accessed by you when you log in to your account. Others can use your content only after you've

explicitly made it available to specific groups, to your entire organization, or to the public. This level of content ownership means you can keep your content private until you're ready to share it with others.

Because ArcGIS associates a named user with each content item published to your Web GIS portal, people can easily identify who is responsible for specific content. They can browse other content shared by the same user, as well as inform the user when content needs to be updated. In addition, ArcGIS administrators can reassign ownership as user responsibilities change.

License Capabilities for Your Users

If you are an ArcGIS administrator, the named user account model allows you to license the appropriate apps and capabilities for each user in your organization. Every named user in ArcGIS is assigned a user type that defines the apps and capabilities that are licensed to them. User types are designed to align with the needs of typical users in an organization.

There are six different user types:

- **Viewers** can search for, access, view, and interact with maps and web apps that have been shared with them through your Web GIS portal, but they cannot create, own, analyze, edit, or share content. This user type provides a lower cost per user for people who only need to view maps and apps created by others. ArcGIS Enterprise Standard and Advanced include unlimited Viewers at no additional cost.
- **Editors** have all the capabilities available to Viewers, plus the ability to edit data using ArcGIS web apps that support editing, such as Map Viewer. This user type is designed for people who contribute and curate information for your Web GIS system of record.
- **Field Workers** have the same capabilities as Editors, plus access to field apps including ArcGIS Collector, ArcGIS QuickCapture, ArcGIS Survey123, and ArcGIS Workforce. This user type is offered for people who need mobile productivity tools to capture data in the field.
- **Creators** can use the same apps and capabilities available to Field Workers, and can also be granted privileges to create, own, analyze, and share content or to administer your Web GIS. In addition, they can access office apps including ArcGIS Maps for Office and ArcGIS Maps for SharePoint. This user type is for all-purpose contributors to your Web GIS.
- **GIS Professionals** have all the apps and capabilities available to Creators, plus access to ArcGIS Pro. This user type is for professional GIS users who perform advanced mapping, data visualization, and geospatial analysis.
- **Insights Analysts** have access to ArcGIS Insights, as well as all the capabilities needed to use Insights. This user type is for analysts who need to integrate spatial capabilities in their everyday analysis workflows, but don't need access to other ArcGIS apps.

- **Storytellers** get access to ArcGIS StoryMaps, as well as all the capabilities needed to create stories. This user type is for users that want to use ArcGIS StoryMaps to tell stories but don't need to create or edit other GIS content.

If a user needs access to apps that aren't included with a user type, such as ArcGIS Tracker, you can license those apps as add-on apps and assign them to the user's account.

Manage User Permissions

ArcGIS lets you assign more fine-grained permissions to users through user roles. Roles allow you to configure the privileges available to different kinds of users—from read-only users to administrators—based on the tools they need for their work. ArcGIS roles are flexible—you can use the default roles provided with ArcGIS, or create custom roles with various combinations of privileges. You can assign roles to any user, as long as the privileges granted do not exceed the capabilities available to their user type.

If some ArcGIS content should be available only to specific users, it can be shared through a user group. User groups allow your users to restrict a subset of your organization's content to a subset of other users. For example, they can create a group for users that are responsible for a specific sales territory, invite those users to join the group, then make data for that territory available to members of the group.

Together, ArcGIS named user accounts, user types, roles, and groups let you deliver the right apps, capabilities, and privileges to the right users. This allows users to access the content and capabilities they need to be productive and make effective decisions.

4.5 Support & Maintenance

The Small Government Enterprise Agreement includes software maintenance. The Esri Maintenance Program is a comprehensive program that provides you with the latest ArcGIS updates, world-class technical support, and many other benefits. With maintenance, you can access and use the newest versions of ArcGIS software as soon as they're released.

The Esri Maintenance Program includes:

- **Constant access to the ArcGIS platform**—You can round out your GIS work with apps and sharing from ArcGIS Online, plus imagery, basemaps, and demographics from the ArcGIS Living Atlas of the World.
- **New releases and software updates**—You will be notified anytime product updates are available. Updates include feature enhancements and improved performance, as well as new functionality and technology.

- **Unlimited access to e-Learning**—You can enjoy unlimited access to a large collection of self-paced e-Learning resources that help you jumpstart productivity, grow your ArcGIS skills, and get the results you need.
- **Priority consideration for software previews**—Maintenance customers receive priority consideration for Esri's software beta program, which gives you an opportunity to preview and test Esri software prior to general release.
- **Unlimited technical support**—When you're a part of the Esri Maintenance Program, you can contact Esri technical support anytime. Maintenance includes unlimited phone and chat support as well as secure live remote assistance from skilled and experienced analysts.

Esri includes your first year of maintenance when you purchase a new product license. After that, you can subscribe and continue to receive all the benefits of maintenance. More information about the program is available at esri.com/software/maintenance.

Esri Standard Support

Standard Support includes unlimited access to our support team through web chat, online case requests, and phone support. In addition, you can access our vast collection of online resources such as the Esri Knowledge Base, product documentation, web help, our online GeoNet community, and My Esri.

Esri Standard Support includes:

- **Unlimited assisted support**—You can receive live support through web chat and over the phone from 5:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday (excluding Esri-recognized holidays). You can also submit a case request online at any time.
Phone: 888-377-4575
Web chat: support.esri.com/en/start-chat
Case request: support.esri.com/en/request-case
- **Software releases**—Customers who are current on software maintenance can access the latest software releases and updates. These releases deliver new functionality, enhanced interoperability, and improved performance. In addition, you can access patches that address known issues and improve software products.
- **Online resources**—Esri provides extensive repositories of support-related content, created to address your technical issues and questions. Our online knowledge base includes the latest product documentation, technical articles, blogs, community discussions, wikis, and more.

5.0 Pricing

Proposed compensation. Proposals should include completed cost estimate sheets and any other necessary cost information. Pricing should include:

- *License cost for on-premises server installation License cost for One (1)*
- *GIS Analyst / Coordinator / Super-User*
- *License cost for Ten (10) Standard GIS / Engineer / Planner / Pro-Users*
- *License cost for Fifty (50) local network viewing and mobile viewing / Standard-Users*
- *Online hosting costs for Customer-side viewing*

Pricing details for these and other software products included in the SGEA are provided in the Small Government Enterprise Agreement Quotation in the Appendix section. The agreement that follows the quote provides information on licensing terms as well as a full listing of software product deliverables.

6.0 Additional Products and Services

Additional products or services offered by the Respondent.

To support Panama City Beach staff in being most successful with ArcGIS software, we recommend that the city leverage instructor led online training as well as a professional services offering to support implementation and knowledge transfer in the shortest amount of time.

The SGEA provides access to e-learning classes for city staff at no additional cost throughout the duration of the contract term, as well as a 5% discount on any instructor-led classes. For a full listing of e-learning and instructor-led classes, visit [the Esri Academy](#).

To supplement the SGEA, we also recommend the city also procure an ArcGIS Enterprise Jumpstart package for implementation services. We would welcome the opportunity to further speak with the city about this package.

7.0 Additional Information

Any other information deemed necessary by the respondent.

For additional information on ArcGIS and products supporting your business needs, please see:

- [Esri Government Enterprise Agreements overview website](#)
- [ArcGIS Overview website](#)
- [ArcGIS apps for field operations](#)
- [Esri's SaaS for Local Governments](#)
- [ArcGIS Online](#)
- [ArcGIS Enterprise Overview](#)
- [ArcGIS Pro overview 2D and 3D mapping](#)
- [ArcGIS Solutions for Local Government \(including solutions for COVID-19\)](#)

Appendix Quote for Esri Enterprise Agreement



October 9, 2020

Jason Pickle
City of Panama City Beach
110 S Highway 79
Panama City Beach, FL 32413-2140

Dear Jason,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

380 New York Street
Redlands, California 92373-8100 USA

909.793.2853
info@esri.com

esri.com

Small Government Enterprise Agreement

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Alex Munoz



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-420301

Date: July 24, 2020

Customer # 314394 Contract #

City of Panama City Beach
 Public Works Office
 110 S Highway 79
 Panama City Beach, FL 32413-2140

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 7/24/2020 To: 1/20/2021

ATTENTION: Jason Pickle
 PHONE: 850-628-7051
 EMAIL: jpickle@pcb.gov

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$82,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$82,500.00

This is a 3 year agreement. Only year 1 will be due at time of order.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Alex Munoz	Email: amunoz@esri.com	Phone: x1597 x1597
---	----------------------------------	------------------------------

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esri/sites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

MUNOZA This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-1)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) Esri CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 Insights in ArcGIS Enterprise
 2 Insights in ArcGIS Online
 5 Tracker for ArcGIS Enterprise
 5 Tracker for ArcGIS Online
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 2 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
 - b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Copyright © 2020 Esri
All rights reserved.
Printed in the United States of America.

The information contained in this document is the exclusive property of Esri or its licensors. This work is protected under United States copyright law and other international copyright treaties and conventions. No part of this work may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying and recording, or by any information storage or retrieval system, except as expressly permitted in writing by Esri. All requests should be sent to Attention: Director, Contracts and Legal Department, Esri, 380 New York Street, Redlands, CA 92373-8100 USA.

The information contained in this document is subject to change without notice.

Esri, the Esri globe logo, ArcGIS, esri.com, and other Esri marks used in this document are trademarks, service marks, or registered marks of Esri in the United States, the European Community, or certain other jurisdictions. Other companies and products or services mentioned herein may be trademarks, service marks, or registered marks of their respective mark owners.

CONSENT AGENDA

ITEM #5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Code Enforcement/James Tindle

2. MEETING DATE:

October 22, 2020

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve of the attached Resolution approving an amount of \$1,695.20 to be liened on property located at 120 North Vestavia Street for costs incurred by the City to abate nuisances on the property.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No

N/A

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

The City incurred costs related to nuisance abatement at 120 North Vestavia Street Parcel ID Number 38229-010-000. The work included general property clean-up and landscape services.

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

RESOLUTION 21-17

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$1,695.20 TO BE LIENED ON PROPERTY LOCATED AT 120 NORTH VESTAVIA STREET, FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

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

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

PROPERTY ID NO.	APPARENT OWNER OF PARCELS	ADDRESS	AMOUNT OF LIEN
38229-010-000	Jimmy Jason Harmon	120 North Vestavia Street	\$1,695.20

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

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Resolution 21-17



City of
Panama City Beach

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

April 20, 2020

VIA CERTIFIED AND REGULAR MAIL

Jimmy Jason Harmon (Certified Mail#: 7019 1120 0002 3331 9921)
120 North Vestavia Street
Panama City Beach, FL 32413

RE: Property located 120 North Vestavia Street
Panama City Beach, FL 32413
Parcel ID No. 38229-010-000

Dear Sir and/or Madam,

You are hereby notified by the City of Panama City Beach that the excessive growth of grass, weeds, vegetation, undergrowth, and accumulation of abandoned junk, including wood, construction materials, furniture, and trash at the above referenced address constitute a public nuisance as that term is defined by Sections 15-17(1), 15-17(3), 15-17(5) and 15-17(6) of the Code of Ordinances of the City of Panama City Beach. The nuisance is located on property in Bay County, Florida, as more particularly described on Exhibit A, attached and incorporated herein. The maintenance of this nuisance on the property is prohibited by Section 15-18 of the City's Code.

For these reasons, **YOU ARE HEREBY ORDERED** to cut and maintain the grass, weeds, vegetations, undergrowth below 12 inches on the property and properly remove the junk, abandoned materials, wood, furniture, and trash throughout the property on or before **5 p.m. May 20, 2020.**

You are further notified that if you do not commence or complete the maintenance necessary to prevent further violation of the above cited sections of the City Code with the time limits set forth above, the City may thereafter undertake all such actions necessary to complete that yard maintenance and abate the nuisance, and assess the entire cost thereof, including administrative, legal, postal, and publishing expenses, against the above described property as provided by State law. *This assessment shall become due and payable at the same time and with the same priority as ad valorem taxes.*

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Tony O'Rourke

You must appeal this order to the City Council within thirty (30) days of the date of service of this Notice and Order upon you, by written application to the City Manager. Copies of the City's Code of Ordinances are available at City Hall 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

City of Panama City Beach



James Tindle
Code Enforcement Manager

City of Panama City Beach



Tony O'Rourke
City Manager

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

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

**LOT 16 IN BLOCK 4, ACCORDING TO THE PLAT OF MIRAMAR HEIGHTS,
AS RECORDED IN PLAT BOOK 8, PAGE 3, IN THE OFFICE OF THE CLERK
OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, ALONG WITH A
MOBILE HOME SITUATED ON SAID PARCEL.**

CODE ENFORCEMENT



120 N Vestavia Street (4/8/2020)

CODE ENFORCEMENT



120 N Vestavia Street (4/8/2020)

CODE ENFORCEMENT



120 N Vestavia Street (4/8/2020)



City of

Panama City Beach

PCB Building & Planning Department
Code Enforcement Division

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

CODE ENFORCEMENT NOTICE OF LIEN FOR NUISANCE ABATEMENT

October 22, 2020

VIA CERTIFIED AND REGULAR MAIL

Jimmy Jason Harmon
120 North Vestavia Street
Panama City Beach, FL 32413

215 Case Place
Panama City, FL 32413

And the following interested parties:

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

RE: Property located at 120 North Vestavia Street
Panama City Beach, FL 32413
Parcel ID No. 38229-010-000

PREPARED BY: Melissa Deese for James Tindle
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 120 North Vestavia Street Panama City Beach, FL 32413

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

Home of the world's most beautiful beaches.

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

Labor: \$1,325.00 (Clean-up and Labor)

Title search report: \$150.00

Postage: \$61.20

Attorney Fees: \$ 20.00

Recording Fees: \$139.00

TOTAL: \$ 1,695.20

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

LOT 16 IN BLOCK 4, ACCORDING TO THE PLAT OF MIRAMAR HEIGHTS, AS RECORDED IN PLAT BOOK 8, PAGE 3, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, ALONG WITH A MOBILE HOME SITUATED ON SAID PARCEL.

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

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

Dated this _____ day of _____, 20_____.

By: _____
Lynne Fasone, City Clerk

Mayor
Mike Thomas

Vice Mayor
Phil Chester

Ward 1
Paul Casto

Ward 3
Geoff McConnell

Ward 4
Hector Solis

City Manager
Mario Gisbert

CONSENT AGENDA

ITEM #6

REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.

These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

Item	Description	Red Tag Number
2012 Dodge Charger	last four of the vin 0260	638
2006 Chevy Tahoe	last four of the vin 9601	2437
2013 Dodge Charger	last four of the vin 6067	674
Desktop PC, OptiPlex 755	9VDWJF1	00393
Desktop PC, OptiPlex GS280	FY5S571	02114
Desktop PC, OptiPlex GS620	J234Y91	00100
Ditch Witch	Unknown (photo attached)	Unknown
Anderson Utility Trailer	last four of serial 5772	113



REGULAR AGENDA

ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING + CODE ENFORCEMENT / MEL LEONARD

2 MEETING DATE:
October 22, 2020

3. REQUESTED MOTION/ACTION:
HOLD PUBLIC HEARING AND CONSIDER ORDINANCE 1540 ENHANCING ENFORCEMENT FOR SAFETY VIOLATIONS DURING DOUBLE RED FLAGS.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY
 Financial Health Economic Development Quality of Life N/A
 Public Safety Transportation Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

IN AUGUST 2019, THE CITY COUNCIL PASSED ORDINANCE 1494 CREATING PENALTIES FOR PERSONS WHO FAIL TO HEED THE ORDERS OF CITY PERSONNEL TO STAY OUT OF THE GULF OF MEXICO WHEN DOUBLE RED FLAGS ARE FLYING.

THROUGHOUT THE SUMMER OF 2020, BEACH SAFETY, CODE ENFORCEMENT AND THE POLICE DEPARTMENT HAVE WORKED TOGETHER TO ENSURE COMPLIANCE AND ISSUE CITATIONS TO THOSE WHO DISREGARD STAFF'S ORDERS. ORDINANCE 1540 INCREASES THE PENALTY FOR VIOLATION BUT ALLOWS FOR THOSE WHO TIMELY PAY WITHOUT CONTESTING THE PENALTY A 50% DISCOUNT. THIS DISCOUNT PROGRAM IS CONSISTENT WITH OTHER PROVISIONS OF THE CITY'S BEACH SAFETY CODE.

THIS ORDINANCE WAS APPROVED AT FIRST READING ON SEPTEMBER 24, 2020. THE ORDINANCE IS AVAILABLE FOR ADOPTION AT THE CONCLUSION OF THE PUBLIC HEARING, WHICH HAS BEEN TIMELY ADVERTISED. IF ADOPTED, THIS ORDINANCE WILL TAKE EFFECT IMMEDIATELY.

ORDINANCE 1540

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE ENFORCEMENT PROVISIONS FOR VIOLATION OF SECTION 7-12 OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING CODIFICATION; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection has adopted a uniform warning flag program for use by Florida's beachfront communities, which system is intended to minimize the risks of drowning or serious injury; and

WHEREAS, the City prominently displays signs at its beach accesses and in transient dwelling accommodations to educate beachgoers of the flag system and hazard signified by such flags, and flies flags up and down its nine miles of beaches to indicate the Gulf conditions; and

WHEREAS, double red flags signify the water is closed to the public and that conditions in the Gulf of Mexico present a clear and present danger to the public who may enter its waters; and

WHEREAS, on August 12, 2019, the City Council enacted Ordinance 1494 creating penalties for those persons refusing to stay out of the Gulf of Mexico during double red flags which led to a reduction in drownings and water distress calls during double red flags; and

WHEREAS, the City Council finds enhancing the enforcement of Ordinance 1494 will increase its effectiveness and the protection of tourists and others swimming in the Gulf.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this Ordinance,

Section 7-12 of the City's Code of Ordinances is created to read as follows:

Section 7-12. Failure to obey lawful order.

- (a) The legislative intent of this section is to authorize City personnel to order persons to stay out of or come in from the Gulf of Mexico when double red flags are flying.
- (b) Failure to obey an order to stay out of or come in from the Gulf of Mexico by a police officer, when reasonably known to be such an official, is hereby prohibited and made unlawful. Such order shall be made for the purpose of ensuring the safety of persons using the beach or waters of the Gulf of Mexico. Any person violating any provision of this section may be punished as follows:
1. Each Offense: ~~verbal warning.~~ **By issuance of a non-criminal civil penalty of \$500.**
 2. Second Offense (~~occurring within twenty-four hours but following an opportunity to comply with the preceding warning~~): Misdemeanor of the second degree punishable by a fine of no more than \$500, or a sentence of not more than sixty (60) days in jail, or both.
 3. **Any uncontested civil penalty paid within twenty (20) days of the date of issuance shall be eligible for a 50% discount.**
- (c) Failure to obey an order to stay out of or come in from the Gulf of Mexico by any member of the City's fire rescue department **or Code Enforcement Department**, when reasonably known to be such a person, is hereby prohibited and made unlawful. Any person violating any provision of this section may be punished as follows:
1. First Offense: ~~warning~~ **\$500**
 2. Second Offense: by a civil penalty of ~~\$250~~ **\$1,000.00.**
 3. ~~Third Offense: by a civil penalty of \$500.~~ **Any uncontested penalty paid within twenty (20) days of the date of issuance shall be eligible for a 50% discount.**
- (d) All fire rescue personnel of the City **and any other City employees designated by the City Manager** shall be considered code enforcement officers for the purpose of enforcing this section. A citation issued under section (b **or c**) may be contested in accordance with the provisions of Chapter 25 of the City's Code of Ordinance.
- (e) This section shall not apply to persons attached by a leash to a surfboard. A surfboard means a fiberglass, epoxy, closed-cell neoprene or closed cell Styrofoam instrument with one or more fins or skegs attached to or inserted

through the bottom, including windsurf boards and sailboards, but does not include rubber rafts, floats, belly boards, skim boards, or boogie boards.

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the

City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

Published in the News Herald on the 9th day of October, 2020.

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

REGULAR AGENDA

ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION - TONY O'ROURKE

2. MEETING DATE:
October 22, 2020

3. REQUESTED MOTION/ACTION:
APPROVE FIRST READING OF ORDINANCE 1541 REGULATING INTRUSTION AND COMMERCIAL FIRE ALARMS AND PROVIDING PENALTIES FOR FALSE ALARMS.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY
 Financial Health Economic Development Quality of Life N/A
 Public Safety Transportation Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?
AS COMPLEX INTRUSION AND FIRE ALARM SYSTEMS BECOME MORE AND MORE COMMON, THE CITY HAS EXPERIENCED A STEADY INCREASE IN THE AMOUNT OF AUTOMATED EMERGENCY SERVICE CALLS WHICH, UPON INVESTIGATION, PROVE TO BE FALSELY TRIGGERED BY THE ALARM SYSTEM OR MONITORING COMPANY.

MANY CITIES HAVE TURNED TO SOLVING THIS ISSUE BY REQUIRING REGISTRATION AND PERMITTING OF THESE SYSTEMS. THIS SYSTEM THEN ALLOWS THE CITY TO CAREFULLY MONITOR ALARM CALLS WHICH TURN OUT TO BE FALSE. FALSE ALARMS REQUIRE THE SAME PERSONNEL AND RESOURCES AND LEGITIMATE EMERGENCIES PLACING FIRST RESPONDERS IN THE DANAGERS ASSOCIATED WITH AN EMERGENCY RESPONSE.

ORDINANCE 1541 IS MODELED BASED UPON A REVIEW OF SIMILAR ORDINANCES THROUGHOUT THE STATE AND REQUIRES REGISTRATION AND PERMITTING OF ALARM SYSTEMS AS WELL AS ALARM INSTALLATION AND MONITORING COMPANIES. IN ADDITION, THE ORDINANCE IMPLEMENTS A PROCEDURE BY WHICH, AFTER FAIR WARNING, ALARMS WHICH REPEATEDLY RESULT IN FALSE ALARM CALLS TO THE CITY WILL BE SUBJECT TO FINES PRESCRIBED BY THE COUNCIL.

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

ORDINANCE 1541

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, CREATING CHAPTER 18, ARTICLE III OF THE CITY'S CODE OF ORDINANCES RELATED TO FALSE ALARMS; PROVIDING FOR REGISTRATION OF INTRUSION ALARM SYSTEMS AND COMMERCIAL FIRE ALARM SYSTEMS; PROVIDING FOR PENALTIES AND ENFORCEMENT OF FALSE ALARMS; PROVIDING FOR REGISTRATION AND REGULATION OF ALARM INSTALLATION AND MONITORING COMPANIES; PROVIDING FOR REPEAT FALSE FIRE ALARM PROPERTIES TO BE PLACED ON FIRE WATCH; AUTHORIZING CODIFICATION; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this Ordinance, Article III of Chapter 18 of the City's Code of Ordinances is created to read as follows:

Chapter 18 - POLICE

ARTICLE III. – FALSE ALARMS

Sec. 18.30. - Purpose.

- (1) The purpose of this chapter is to encourage security, fire or medical alarm users and alarm businesses (including, but not limited to, sales, installation, and/or monitoring) to maintain the operational reliability and the proper use of alarm systems so as to limit unnecessary police, fire and emergency medical responses to false alarms and alarm malfunctions.
- (2) This chapter governs all alarm systems intended to summon police, fire and emergency medical response, and requires registration, establishes fees, provides for fines for violations, and establishes a system of administration and collection procedures.

Sec. 18.31 - Definitions.

- (1) *Adopted Code(s)* means code including but not limited to Chapter 10, Code of the City of Panama City Beach; National Fire Protection Alarm and Signaling Code (NFPA 72); the National Fire

Protection Association Life Safety Code 101 (NFPA 101); and the Florida Administrative Code Section 69A-48.

- (2) *Alarm Company* means a person, partnership or corporation in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an alarm system at an alarm site.
- (3) *Alarm Coordinator* means the person within the Panama City Beach Police Department designated to administer, control, and maintain records; review false alarm reduction efforts; and administer the provisions of this chapter.
- (4) *Alarm Registration* means authorization granted by the Enforcement Official or Alarm Coordinator to an Alarm User to operate an Alarm System. The registration shall serve as notification by an Alarm User that an Alarm System has been installed and is or will be in use at an Alarm Site.
- (5) *Alarm Site* means a single fixed premises or location, or a multi-tenant location, served by an alarm system or systems. Each unit, if served by a separate alarm system in a multiunit building or complex, shall be considered a separate alarm site.
- (6) *Alarm System* means any mechanical, electrical, or radio-controlled device or system which is designed to emit, transmit or relay a signal or message and which, when activated, is intended to summon, or that would reasonably be expected to summon, police, fire or emergency medical services of the City of Panama City Beach including, but not limited to, local alarms. Alarm system does not include:
 - (a) An alarm installed on a vehicle, unless the vehicle is permanently located at a site; or
 - (b) An alarm designed to alert only the inhabitants of a premise, and which does not constitute a local alarm.
- (7) *Alarm-User* means person, partnership, corporation or any other entity which has contracted for monitoring, repair, installation, or maintenance service from an alarm installation company or monitoring company for an Alarm System, or who owns or operates an Alarm System which is not monitored, maintained, or repaired under contract.
- (8) *Automatic Voice Dialer* means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice or data message, when activated, over a telephone line, radio or other communication system, to the Panama City Beach Police or Fire Department requesting dispatch.
- (9) *Cancellation* means the process where police response is terminated after an alarm dispatch request has been received and the alarm company notifies the Panama City Beach Police Department that there is not an existing situation at the alarm site requiring police response. If cancellation occurs prior to police arriving at the alarm site or within 10 minutes of the initial alarm dispatch, this is not a false alarm. Cancellation shall not apply to an alarm dispatch involving domestic violence or to any fire or emergency medical alarm systems.
- (10) *Chemical Alarm* means an alarm that emits smoke, gas, pepper spray, or other noxious chemicals or vapors upon activation.
- (11) *Dispatch Request* means a notification to the Panama City Beach Police or Fire Department that an alarm, either manual or automatic, has been activated at a particular alarm site.
- (12) *Enforcement Official* means the City of Panama City Beach representative designated by the Fire Chief to administer this chapter and control and maintain records involving false fire or emergency medical alarms.
- (13) *False Alarm* means the activation of an alarm system signal or message which elicits notification to and response by the Panama City Beach Police or Fire Departments when there is no evidence of a crime, fire, medical emergency or other activity which warrants a call for immediate police, firefighting or emergency medical assistance. This may include, but is not limited to, an alarm discovered by a

police officer or firefighter before notification of an alarm from a monitor or from a local alarm system that is not monitored.

- (14) *False Alarm Notice* means written notification provided at an alarm site by the Panama City Beach Police Department notifying an alarm user that a False Alarm has occurred at the premises.
- (15) *Fee* means the assessment of a monetary charge payable to the City of Panama City Beach, authorized pursuant to this chapter, to defray the expenses of responding to a false alarm.
- (16) *Fire Alarm Incident Report* means a document issued by the Enforcement Official indicating that the activation was deemed to be the result of fire alarm activation due to fire, a Nuisance Fire Alarm, or a False Fire Alarm.
- (17) *Fire or Emergency Medical Alarm* means a system or portion of a combination system consisting of components and circuits arranged to monitor and annunciate the status of fire or a medical emergency or supervisory signal initiating devices which are intended to summon fire or emergency medical services of the City of Panama City Beach.
- (18) *Fire Watch* means an individual(s) designated by the Enforcement Official to the Premises for the purpose of protecting the occupants from fire or similar emergencies. A Fire Watch may involve at least some special action beyond normal staffing, such as assigning an additional security guard(s) to walk the premises, who has been specially trained in fire prevention and in the use of fire extinguishers, in notifying the fire department, in sounding the fire alarm located on the premises, and in understanding the particular fire safety situation.
- (19) *Holdup Alarm* means a silent or audible alarm signal generated by the manual activation of a device intended to signal a robbery in progress.
- (20) *Intrusion Alarm* means a panic or other alarm intended to summon the police, which is designed either to be initiated purposely by a person or by an alarm system that responds to a stimulus characteristic of unauthorized intrusion.
- (21) *License* means a license issued by the State of Florida pursuant to Chapter 489, Florida Statutes, to an alarm company or monitoring company to sell, install, monitor, repair, or replace alarm systems.
- (22) *Local Alarm* means an alarm system which is not monitored, emits a signal at an alarm site, and is audible or visible from the exterior of a structure.
- (23) *Low-Voltage Alarm System Project* means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in § 489.505, Fla. Stat., that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, Current Edition, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.
- (24) *Monitoring Company* means a person, partnership, or association in the business of providing monitoring services for alarm systems.
- (25) *Owner* shall mean any person or legal entity who owns the premises in which an alarm system is installed or the person or persons who lease, operate, occupy or manage the premises if such person or persons are responsible for the installation or maintenance of such alarm system.
- (26) *Person(s)* means an individual, partnership, corporation, association or similar entity.
- (27) *Premises* shall mean any building, structure or combination of buildings and structures which serve as dwelling units such as single-family, multi-family or any other area with a building, structure or combination thereof which is used for any purpose and is served by an Alarm System.
- (28) *Qualified Fire or Intrusion Alarm Technician* means any person who inspects, installs, repairs or performs maintenance of fire or intrusion alarm systems, is licensed by the State of Florida, and possesses a Burglary Alarm System Agent (BASA) or Fire Alarm System Agent (FASA) certification as required by state statute (or works under the license of an alarm contractor). For fire alarms, this

person shall be preferred to be factory trained and certified and hold a National Institute of Certification in Engineering Technologies (NICET) in fire alarms.

- (29) *Record of Completion* means a document that acknowledges the features of installation, operation, performance, service, and equipment with representation by the property owner, system installer, system supplier, service organization, and the City of Panama City Beach Fire Department.
- (30) *Report of Service/Repair* means documentation in a format acceptable to the Enforcement Official or Alarm Coordinator, or designee, that verifies proper repairs or maintenance have been performed by a Qualified Fire or Intrusion Alarm Technician including, but not limited to: work orders, service tickets, battery purchase, or documentation from a licensed contractor.
- (31) *Responder* means an individual capable of reaching an alarm site, within one hour for a fire or medical alarm and within thirty minutes for an intrusion alarm, upon receiving notice that an alarm dispatch request has been requested for an alarm site; and who can provide access and is authorized to enter the premises to ascertain the status thereof, including resetting and silencing of all equipment.
- (32) *Verify* means an attempt, as required by section 489.529, Florida Statutes, by the monitoring company to contact the alarm site by telephonic or other electronic means, whether or not actual contact with a person is made, to determine whether an alarm signal is valid before requesting police dispatch to an alarm site.
- (33) *Warning Notice/Letter* means a notification provided to the owner or person in charge of an alarm site by the Panama City Beach Police or Fire Departments for false alarms when it is determined there is no evidence of a crime, fire, medical emergency or other activity which warrants a call for immediate police, fire or emergency medical assistance due to system malfunction or when no reason can be determined for the false alarm. The warning letter will require the alarm system be inspected and serviced within five working days for fire or medical alarms and within thirty days for intrusion alarms, with written documentation submitted to the Enforcement Official or Alarm Coordinator certifying the system is in working order. Warning Notice and Warning Letter shall have the same meaning.
- (34) *Wireless Alarm System* means a burglar alarm system or smoke detector that is not hardwired and is not monitored by a Monitoring Company or otherwise.

Sec. 18-32. - Enforcement.

In lieu of assessing the service fees provided for in Article III of the City Code, the Panama City Beach Police Department or Panama City Beach Fire Department may issue code enforcement citations pursuant to the provisions of Chapter 25, of the City Code.

Sec. 18-33. - Dual Response; Service Fee.

If the false alarm elicits a response from both the Panama City Beach Police Department and the Panama City Beach Fire Department, and such response would cause a service fee to be assessed under Section 18.41 and Section 18.43, only the service fee assessed by the Panama City Beach Fire Department under Section 18.43 shall apply.

ARTICLE II. - INTRUSION ALARM SYSTEMS

Sec. 18-34. - Registration.

- (1) An Alarm-User shall obtain a valid alarm registration prior to operating or causing an alarm system to be operated at an alarm site. A separate alarm registration is required for each alarm site. A registration shall expire one year from the date of issuance and must be renewed annually by the

alarm user by submitting an updated application and a registration renewal form to the Alarm Coordinator. An Alarm Company may register an alarm system on behalf of the alarm system if the Alarm Company provides written authorization of the Alarm-User.

- (2) An alarm registration cannot be transferred to another person or another alarm site.
- (3) All fees and fines owed by an applicant must be paid before an alarm registration may be issued or renewed.
- (4) Upon receipt of a completed registration application, the Alarm Coordinator shall register the applicant, unless the applicant is in arrears on a previously assessed fine for false alarms.
- (5) All alarm systems installed prior to the enactment of this ordinance shall be registered within 90 days of the effective date of this ordinance.

Sec. 18-35. - Registration Application for Intrusion Alarm Systems.

- (1) In order to be approved, an alarm registration or renewal application must include:
 - (a) the name, complete address, and telephone number of the person who will be the registration holder, be responsible for the proper maintenance and operation of the alarm system and payment of fees and fines assessed under this chapter;
 - (b) the classification of the alarm site as either residential or commercial. Apartments, condominiums and manufactured homes are considered residential;
 - (c) the classification of the alarm system for each alarm located at the alarm site. Classifications include, but are not limited to: burglary, holdup, bank, duress, intrusion, and panic alarms;
 - (d) whether the alarm system is audible or silent;
 - (e) the mailing address of the registration holder if different than the address of the alarm site;
 - (f) an indication of any dangerous or special conditions present at the alarm site including, but not limited to, guard dogs, weapons, chemical agents, and explosives;
 - (g) the names and telephone numbers of at least two responders; and
 - (h) the name and contact number of the alarm company and monitoring company for the alarm system at the alarm site.
- (2) Within 10 business days of any change that alters any of the information listed on the application, an alarm user shall inform the Alarm Coordinator of such change.
- (3) Any false statement of a material fact made by an applicant for the purpose of obtaining an alarm registration shall be sufficient cause for refusal to issue a registration and may subject applicant to prosecution as established by state or local law.

(Ord. No. 2012-36, § 2, 3-25-2013, Doc. #1303251203)

Sec. 18-36. - Alarm Installation Companies.

- (1) Alarm installation companies shall obtain a permit for each new alarm system installed within the City limits and pay the fee at the time of issuance of the permit. City Council will set the fee by resolution, in an amount not to exceed the amount set by § 553.793, Fla. Stat., for low voltage security alarm systems. Failure to obtain a permit will result in a fine to be assessed as set forth in section 18.41 of this Code.
- (2) In order to obtain a permit, alarm installation companies shall:

- (a) provide written and oral instructions to each of its alarm users on how to properly use and operate the alarm systems, including instructions necessary to enable and disable the alarm systems and the practices to utilize in order to avoid activating a false alarm;
 - (b) possess a license pursuant to Chapter 489, Florida Statutes;
 - (c) only utilize alarm control panels which meet current ANSI/SIA Control Panel Standards; and
 - (d) only install dual technology or better type motion and glass break detectors.
- (3) Wireless alarm systems are excluded from the permitting requirements of this section.
- (4) The City Council may change the amount of the all fees and fines in this section by resolution.

Sec. 18-37. - Monitoring Companies.

- (1) Monitoring companies shall:
- (a) report alarm signals and alarm system registration numbers by calling telephone numbers provided by the Alarm Coordinator;
 - (b) verify alarm signals prior to requesting a response by the Panama City Beach Police Department to an alarm signal. Monitoring companies are not required to verify silent holdup, silent duress, or silent panic signals prior to requesting a response;
 - (c) call the Panama City Beach Police Department to communicate cancellations of dispatch within 10 minutes of the original request for response to an alarm signal;
 - (d) provide all available information regarding the location of the alarm signal related to the alarm dispatch request, including apartment and suite numbers. Failure to provide complete address information will result in a fine to be assessed as set forth in Section 18.41 of this Code;
 - (e) indicate whether an alarm is silent or audible and whether the alarm signal is emanating from the interior or exterior of the alarm site;
 - (f) convey all available information regarding any known dangerous, hazardous, or special conditions related to the alarm site including, but not limited to guard dogs, weapons on the property, or chemical alarms; and
 - (g) maintain all records pertaining to the dispatch of any alarm signal for a period of one year; these records shall be made available to the Alarm Coordinator within 30 days of such request.

Sec. 18-38. - Cancellation of Alarm Dispatch Requests.

- (1) The Panama City Beach Police Department will accept cancellation of alarm dispatch requests if the monitoring company makes such request within 10 minutes of the original call for an alarm dispatch. A cancellation will not be accepted from any other source.
- (2) Only an alarm user may implement the cancellation of an alarm dispatch to a monitoring company.
- (3) If cancellation is received after 10 minutes of the original request, but prior to the arrival of the Panama City Beach Police Department on scene, it will be accepted as a cancellation and the alarm user will not be subject to a false alarm fine.

Sec. 18-39. - False Alarm Notices and Warning Letters.

- (1) *False Alarm Notices.*
- (a) Upon response by the Panama City Beach Police Department to an alarm dispatch and responding police officers determining the alarm is a false alarm, a False Alarm Notice will be left at the premises of the alarm site.
 - (b) False Alarm Notices shall include:

- (i) The address of the false alarm site;
- (ii) If a residence, the name of the resident(s);
- (iii) If a business at the false alarm site, the name of the business;
- (iv) Time of dispatch to the false alarm; and
- (v) The names of any responders or persons encountered at the alarm site.

(2) Warning Letters.

- (a) After each of the first three false alarms at a residential alarm site and after two false alarms at a commercial alarm site, the Alarm Coordinator shall mail a Warning Letter to the alarm user. Each Warning Letter shall include:
 - (i) A copy of the City of Panama City Beach False Alarm Ordinance;
 - (ii) The dates and times of each false alarm; and
 - (iii) A requirement that the alarm system be serviced and repaired. A report of service to the alarm system shall be provided by the alarm user to the Alarm Coordinator no later than 30 days after the date of the false alarm.

Sec. 18-40. - Exemptions.

- (1) The Alarm Coordinator shall adjust the count of false alarms at an alarm site if:
 - (a) a false alarm is caused by an act of God;
 - (b) a false alarm is caused by the action of a telephone, cable or other type of communications company;
 - (c) a false alarm is caused by a power outage lasting longer than 4 hours;
 - (d) evidence is presented which indicates the alarm dispatch request was not a false alarm;
 - (e) evidence is presented which indicates the alarm was installed improperly;
 - (f) Panama City Beach Police Department response to the alarm site was in excess of one hour; or
 - (g) evidence is presented which indicates the false alarm was caused by an alarm company employee, or failure of the monitoring company to cancel an alarm dispatch request.

Sec. 18-41. - Fines.

- (1) An alarm user shall be subject to fines, based on the number of false alarms within a 12-month period, calculated from the date of the first false alarm. City Council will set the fines by resolution.
 - (a) An alarm user or responder who refuses to respond to the alarm site when requested to do so by Police personnel, shall be assessed a fine, as set by resolution, per dispatch request. The Alarm Coordinator shall waive this fine if: the Panama City Beach Police Department is unable to contact any persons to respond to the alarm site; when the alarm user or responder is at a distance greater than 50 miles from the alarm site; when the alarm user or responder is unable to respond to the alarm site due to a medical emergency; or any other situation in which sufficient, reliable evidence is presented to the Alarm Coordinator demonstrating an alarm user's or responder's inability to respond to the alarm site.
 - (b) Any person operating an alarm system which is not registered as required by this Chapter shall be assessed a fine, as set by resolution, per dispatch request. The Alarm Coordinator shall waive this fine if the alarm user submits a complete registration application within 10 days of the first false alarm.
 - (c) Any person failing to disclose the use of a chemical alarm shall be assessed a fine, as set by resolution, per dispatch request.

- (2) Alarm installation companies shall be subject to the following fines, in an amount set by resolution:
 - (a) An alarm installation company shall be assessed a fine for failing to obtain a permit for each new alarm system installed within the City limits, except for wireless alarm systems.
 - (b) An alarm installation company shall be assessed a fine for each false alarm caused by an alarm installation company's technician. In these cases, a false alarm will not be counted against an alarm user.
 - (c) An alarm installation company shall be assessed a fine if the Alarm Coordinator determines that an alarm installation company knowingly made a false statement concerning the inspection, performance, or repair of an alarm system at an alarm site.
 - (d) Unlicensed or improperly licensed alarm installation companies found to be selling, providing, installing, servicing, or monitoring alarm systems within the City limits shall be assessed a fine per alarm system, and will be issued a Cease and Desist Order issued from the Panama City Beach Police Department requiring immediate cessation of all such activities.
- (3) Monitoring companies shall be subject to the following fines, in an amount set by resolution:
 - (a) A monitoring company shall be assessed a fine for each failure to verify an alarm system signal as required by section 489.529, Florida Statutes.
 - (b) A monitoring company shall be assessed a fine for each dispatch to an alarm site known by the monitoring company at the time of the dispatch call to be a false alarm.
 - (c) A monitoring company shall be assessed a fine for each dispatch to an incomplete address, including, but not limited to omitted apartment or suite numbers, or a business name.
 - (d) A monitoring company shall be assessed a fine for failing to disclose the use of a chemical alarm or other known hazard at the alarm site when Police respond to that alarm site.
- (4) Automatic Voice Dialers. A person shall be assessed a fine for installing, maintaining, operating or using an automatic voice dialer.
- (5) All false alarm fines assessed are due and payable within 30 days from the date of invoice.
- (6) The City shall collect outstanding fees and fines pursuant to Chapter 25 of the City Code.
- (7) The City Council may change the amount of the all fees or fines in this section by resolution.

Sec. 18-42. - Appeals.

- (1) An alarm user may appeal the assessment of a fine to the City's Hearing Officer pursuant to Chapter 25 of the City's Code.
- (2) Upon commencement of an appeal, an alarm user shall submit a written statement providing the basis for the appeal to the City Clerk and to the Hearing Officer.
- (3) The filing of an appeal with the Hearing Officer stays the assessment of fines until the Alarm Coordinator makes a final decision.
- (4) If the Alarm Coordinator denies an alarm user's appeal, the Alarm Coordinator shall send written notice of the action and a statement of the right to an appeal to the applicant or alarm user and the alarm company.

Sec. 18-43. - Confidentiality of alarm information.

- (a) All information contained in documents gathered through alarm registrations, the submission of customer lists, the alarm appeal process and records relating to alarm dispatch requests must be held in confidence by all employees of the alarm administrator, city and any third-party alarm administrator. Such information is proprietary and is hereby declared confidential and not a public record. Absent special circumstances, such information must not be released to the public or any

person other than a law enforcement agency, third-party administrator or the applicable alarm user, alarm installation company or alarm monitoring company except pursuant to court order.

(State Law Reference: §281.301 and §119.071(3)(a), Florida Statutes).

ARTICLE III. - FIRE OR EMERGENCY MEDICAL ALARM SYSTEMS

Sec. 18-44. - False Alarm Warning Notice; Service Fee.

- (1) Each time the Panama City Beach Fire Department responds to a false alarm due to system malfunction or when no reason can be determined for such false alarm, the Panama City Beach Fire Department shall issue a warning notice.
- (2) (a) A service fee for excessive false alarms for Residential Premises to a single-family or two-family residence unit shall be charged as follows:
 - (i) No service fee shall be charged for a current false alarm if in the preceding twelve month period, calculated from the date of the current false alarm, two (2) or fewer prior false alarms occurred during that period;
 - (ii) A service fee of \$100.00 (one hundred dollars) shall be charged for a current false alarm if in the preceding twelve month period, calculated from the date of the current false alarm, three (3) and up to and including five (5) prior false alarms occurred during that period;
 - (iii) A service fee of \$200.00 (two hundred dollars) shall be charged for a current false alarm if in the preceding twelve month period, calculated from the date of the current false alarm, six (6) or more prior false alarms occurred during that period;
 - (iv) When calculating the number of prior false alarms for the periods described in subsections (i) through (iii) above, the current false alarm is not counted.
- (b) A service fee for excessive false alarms for Commercial Premises shall be charged as follows:
 - (i) No service fee shall be charged for a current false alarm if in the preceding twelve month period, calculated from the date of the current false alarm, one (1) or fewer prior false alarms occurred during that period;
 - (ii) A service fee of \$250.00 (two hundred fifty dollars) shall be charged for a current false alarm if in the preceding twelve month period, calculated from the date of the current false alarm, two (2) and up to and including three (3) prior false alarms occurred during that period;
 - (iii) A service fee of \$300.00 (three hundred dollars) shall be charged for a current false alarm if in the preceding twelve month period, calculated from the date of the current false alarm, four (4) and up to and including five (5) prior false alarms occurred during that period;
 - (iv) A service fee of \$350.00 (three hundred fifty dollars) shall be charged for a current false alarm if in the preceding twelve month period, calculated from the date of the current false alarm, six (6) or more prior false alarms occurred during that period;
 - (v) When calculating the number of prior false alarms for the periods described in subsections (i) through (iv) above, the current false alarm is not counted.
- (3) No service fee shall be assessed if the false alarm is:
 - (a) Caused by an electrical storm, hurricane, tornado or other act of God where there is clear evidence of physical damage to the alarm system which caused the malfunction of the alarm;
 - (b) Caused by the intermittent disruption of telephone circuits beyond the control of the alarm site owner;

- (c) Caused by electrical power disruption or failure in excess of two (2) hours beyond the control of the alarm site owner;
 - (d) Located at any public educational and ancillary plants, pursuant to Florida Statute § 1013.371(1)(a).
- (4) All false alarm service fees are due and payable within thirty (30) days from date of invoice. In the event that false alarm service fees are not paid as required by this chapter, the Panama City Beach Fire Department may refer the matter to the City Attorney's Office for appropriate legal action.
 - (5) A person commits an offense in violation of this chapter if such person suffers or permits false alarms in excess of three (3) for any single-family or two-family residence unit; or two (2) for any other type of occupancy, within a twelve (12) month period, each such false alarm constituting a separate violation.
 - (6) The City of Panama City Beach, City Council may change the amount of the false alarm response fees by resolution upon a finding that changed circumstances justify the establishment of a different fee amount.

ARTICLE IV. - REGISTRATION OF FIRE ALARM SYSTEMS

Sec. 18-45. - Registration of a Commercial Fire Alarm System.

- (1) An annual registration shall be required for a commercial fire alarm system beginning with the first prepared Record of Completion.
- (2) The Owner shall be required to re-register whenever there is a change in the fire alarm business responsible for maintaining, servicing, and/or monitoring the fire alarm system.
- (3) Registration shall not be transferable from one Premises to another or from one Owner to another.
- (4) Every fire alarm business shall notify the City of Panama City Beach of the existence of a fire alarm prior to the fire alarm system being put into operation. It shall be the responsibility of the installing fire alarm business to provide the Owner with notice of the existence of this chapter, a registration form and a copy of the fire alarm system operation instruction in accordance with applicable codes, and the manufacturer's instructions.
- (5) The Registration application must include:
 - a) the name(s), address of the Premises, mailing address (if different from the address of the Premises), business and home telephone number of the owner, lessee, operator, manager or person in possession of the Premises wherein the fire alarm system is installed;
 - b) the name, address and telephone number of a minimum of two (2) Responders who can be notified by the Panama City Beach Fire Department in the event of the activation of the Fire Alarm System, who shall be capable of responding to the Premises within one (1) hour, and who are authorized to enter the Premises to ascertain the status thereof;
 - c) the name, address and telephone number of the fire alarm business which has contracted to service the Fire Alarm System and proof of proper state licensing/registration with the City of Panama City Beach, if required. Proof of proper state licensing may be a valid state licensing number;
 - d) the date the registration is signed or the Fire Alarm System is placed in operation for any reason; and
 - e) any other documentation that is required by applicable codes or by the Enforcement Official, or designee.
- (6) When any of the information required in Section 18.45 has changed, it shall be reported to the Enforcement Official by the Owner within fifteen (15) days of the owner becoming aware of such change.

- (7) The Owner shall complete and deliver the fire alarm system registration in the required form to the City of Panama City Beach before the fire alarm system is activated or placed into service. The fire alarm business, when authorized by the Owner, may assist the Owner in accomplishing this submission of the fire alarm registration to the City of Panama City Beach.

Sec. 18-46. - System Certification.

All newly installed or re-certified commercial Fire Alarm Systems shall be approved by the Enforcement Official. The Certification shall indicate the Fire Alarm System is in compliance with Adopted Codes. A Qualified Fire Alarm Technician shall sign the Certification.

Sec. 18-47. - Inspection, Testing and Maintenance.

The Owner shall ensure that all Fire Alarm Systems are inspected and tested at least once per year in accordance with Adopted Codes. The Owner shall ensure that all Fire Alarm Systems are periodically maintained per manufacture specifications and Adopted Codes.

Sec. 18-48. - Fire Alarm Activation; Response.

The owner shall be responsible for the activation of a Fire Alarm System. A response to the activation of a Fire Alarm System shall result when any officer or member of the Fire Department is dispatched to the Premises where the Fire Alarm System has been activated.

At the time of response, the Enforcement Official shall notify any person identified in the registration required pursuant to Section 18.45 of the activation of the Fire Alarm System and shall require such person to respond to the Premises within one (1) hour.

In the event the Fire Alarm System is a monitored system, it is the responsibility of the company monitoring the Fire Alarm System to notify any persons identified in the registration as a responder, at the request of the Enforcement Official.

After responding to Premises more than two (2) times with no responder, the Owner will be responsible for a key access box for the Panama City Beach Fire Department.

ARTICLE V. - FIRE WATCH

Sec. 18-49. - Fire Watch.

- (1) The Enforcement Official, or designee may, due to repetitive False Fire Alarms, order a Fire Watch in accordance with Adopted Codes until corrective action is taken, or to revoke the occupancy certificate for the premises by written notice to the Owner of the Premises, for any of the following reasons:
- (a) Failure to meet all requirements or pay the Fees provided for in this chapter within thirty (30) days after the notice is mailed to the Owner;
 - (b) Failure of the Owner to provide a written Report of Service/Repair required by this chapter;
 - (c) A third Fire Alarm or Nuisance Fire Alarm at a Premises for which a Fee is charged pursuant to this chapter as a result of the failure of the Owner to take corrective action to eliminate the cause of the False Fire Alarm; or
 - (d) Failure of a person notified pursuant to Section 18.48 of this chapter to appear within one (1) hour after being notified to respond, if such failure to timely respond occurs four (4) or more times within a calendar year.
- (2) A written notice requesting permission to disconnect or deactivate a Fire Alarm System shall be mailed by certified mail to the Panama City Beach Fire Department.

- (3) Each building affected because the signal from the Fire Alarm System has been disconnected or deactivated shall be required to establish a Fire Watch until the Fire Alarm System has been returned to service.
- (4) Duties of the Fire Watch may include notifying the Panama City Beach Fire Department and building occupants of an emergency or that the Fire Alarm System is out of service, preventing a fire from occurring, extinguishing small fires, and ensuring fire protection equipment is operable.
- (5) The Owner of the Premises is responsible for paying all costs associated with establishing a Fire Watch.
- (6) The Enforcement Official has the authority to temporarily suspend the occupancy certificate of the Premises until all outstanding repairs are made on the Fire Alarm System or if the Fire Watch is not maintained to the satisfaction of the Enforcement Official.
- (7) The Enforcement Official shall have the authority to direct the Owner of the Premises to silence an activated Fire Alarm System, have corrective action taken and thereafter reset the Fire Alarm System.
- (8) Anyone convicted of falsifying reports as required under this chapter is subject to maximum penalty as established by state or local law.

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the

City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

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

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

REGULAR AGENDA

ITEM #3

RESOLUTION 21-18

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO IMPLEMENT THE PAY PLAN FOR CITY EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 12, 2020, the City Council approved a contract with Condrey & Associates for the performance of an employee classification and pay plan study; and

WHEREAS, the study was completed and recommendations were delivered to the City Manager on October 14, 2020; and

WHEREAS, the City Council desires to immediately implement the recommended adjustments to the pay plan, and a budget amendment is necessary to begin the implementation in this fiscal year.

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

1. The following budget amendment (BA#5/BA#5MOD) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, to implement the pay plan adjustments as shown in and in accordance with the attached and incorporated Exhibit A.
2. This Resolution shall take effect beginning October 23, 2020.

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

CITY OF PANAMA CITY BEACH

By _____
MARK SHELDON, MAYOR

ATTEST:

LYNNE FASONE, CITY CLERK



City of Panama City Beach

October 22, 2020

TO: Mayor and City Council

FROM: City Manager Tony O'Rourke *TOP*

RE: Job Classification and Compensation Plan Report

On March 12, 2020, the City entered into a contract with Condrey & Associates Inc., to conduct a review of the City's current compensation and classification plan for the City's 130 different job positions (324 total employees), collect salary data from benchmark organizations and produce a new employee compensation and classification plan.

The Classification Plan

Condrey & Associates' classification plan analysis consists of the following steps:

1. Distributing and analyzing a position questionnaire to all City employees
2. Interviewing approximately 50% of all full-time employees to validate job duties and responsibilities
3. Evaluating each City job for a classification recommendation for each position
4. Assigning classification grades (1 to 26) to each City job based on a Factor Evaluation System (FES). FES is a point-factor comprised evaluation system that uses 10 factors for evaluation and classification of jobs. The 10 factors include:
 - ✓ Knowledge required by the position
 - ✓ Supervisory controls
 - ✓ Guidance
 - ✓ Complexity
 - ✓ Scope and Effect
 - ✓ Personal Contacts
 - ✓ Purpose of Contacts
 - ✓ Physical Demands
 - ✓ Work Environment
 - ✓ Supervisory Responsibility

The 10 functions are weighted and are not equal. For example, job complexity or required knowledge count more than physical demands. The combined score on all factors determines the total number of points for each position/job and its assignment to a classification grade.

After a preliminary grade (1 to 26) assignment of all 130 City position classifications, Condrey & Associates reviewed their findings with me. Based upon our discussion of additional information on job scope, responsibilities, complexity and supervisory responsibility, the following positions were adjusted by Condrey & Associates:

- Public Works Director – 26 to 25
- Finance Director – 25 to 26
- Deputy Chief of Police – 25 to 24
- Human Resources/Risk Director – 25 to 24
- CRA Manager – 23 to 25
- Public Information Officer/Communications Director – 21 to 23
- Fire Division Chief – Administration – 24 to 22
- Fire Division Chief – Inspections/Prevention – 24 to 22

Appendix A in the attached Condrey & Associates' report, depicts the new proposed City classification system and grade assignments of all 130 City positions.

The Compensation Plan

The compensation plan developed by Condrey & Associates is based on a salary survey of the following comparable organizations and internal value system reflected in the job classification plan.

All Benchmark Positions

City of Daytona Beach

City of Destin

City of Fort Myers

City of Fort Walton Beach

City of Jacksonville Beach

City of Lynn Haven

City of Panama City

City of Pensacola

City of Tallahassee

Bay County

Okaloosa County

Santa Rosa County

Walton County

Gulf Shores, Ala.
Dothan, Ala.

Lifeguard Positions

City of Clearwater
City of Cocoa Beach
City of Fort Lauderdale
City of Miami Beach
City of Naples
City of Sarasota

Parks & Recreation Benchmark Positions

City of Fort Myers
City of Naples
Collier County
Lee County
City of College Station, Texas
City of Virginia Beach, Virginia

Police Benchmark Positions

Atlantic Beach Police Department
Flagler Beach Police Department
North Miami Beach Police Department
St. Petersburg Police Department
West Palm Beach Police Department
Florida Highway Patrol

Fire Benchmark Positions

St. Augustine Fire Department
South Walton Fire District

Utilities and Public Works Benchmark Positions

Florida Department of Transportation
Private Organization A
Private Organization B
Private Organization C
Private Organization D

Based on the salary survey, 160 employees in 63 different positions, or approximately 50% of all City employees, are currently compensated below the minimum annual mean salary of the benchmark organizations surveyed. Many of these below market positions are entry positions

for police officers, firefighters and utility workers. To raise these City positions to the minimum annual salary of our benchmark organization, as well as reflect the internal value system of the classification plans, Condrey & Associates has recommended two compensation plan adjustments. Based on a total current payroll of \$14,688,946, excluding salaries for the City Manager, City Clerk and City Council, Plan A would cost \$715,828 and Plan B would cost \$503,333. The difference between the plans is Plan A is 103% of our benchmark organization minimum annual salaries, while Plan B is at 100%. Condrey & Associates has recommended Plan A because the benchmark organizations, like the City, will be adjusting their own compensation plans to reflect labor market conditions. Condrey & Associates believes by adjusting Panama City Beach compensation plan by 103%, we can absorb the adjustments made by our competitors, and have a more labor market relevant compensation plan for the next five years, subject to the City making annual plan maintenance cost of living adjustments. Under Plan A, the average job classification adjustment is 4.84%; under Plan B it is 3.40%.

I would recommend Plan A to ensure a more labor market relevant compensation plan for the next five years, and not have to play catch-up within a few years under Plan B.

Because many positions are effectively being moved up from the labor market basement to the first floor or minimum annual mean salary of our benchmark comparison organizations, it will trigger some wage compression with existing tenured employees. To alleviate some of that compression, Condrey & Associates has recommended two different equity adjustments.

Under Plan A Equity Adjustment, Condrey & Associates recommended salary increases of 1% for employees with 1 to 3 years of service (148 employees), a 2% increase for employees with 4-6 years of service (46 employees) and a 3% increase for employees with 7 or more years of service (131 employees). This Plan A would cost \$287,606.

Under Plan A Modified, Condrey & Associates recommends a 1% increase for employees with 1 to 3 years of service (159 employees), and a 2% increase for employees with 4 or more years of service (163 employees).

This Plan A Modified cost \$217,286, or \$70,320 less than Plan A. With FICA and pension impacts, the cost difference is \$83,314 in FY 2021. Projected over an additional four years (FY 2022-2025), the cost difference is \$390,000. Given current demands for employee training, reduction in dependent care health care costs, equipment, facility upgrades, and new positions, I recommend Plan A Modified.

Summary

The Proposed Condrey & Associates Job Classification and Compensation Plan effectively updates the City's personnel job classification plan and both internal and external market compensation. I would recommend Plan A Modified at a total cost of \$1,106,540, which consists of \$933,114 in

pay plan and equity adjustment cost, and FICA and pension contribution impacts of \$173,426. The distribution of these costs by funds in FY 2021 is attached.

We recommend City Council approval of the Plan A Modified Compensation and Classification Plan and attached FY2021 budget amendment, effective October 23, 2020. Pay adjustments to City employees would be reflected in their November 3 paycheck.

Plan A

	Pay Plan Salary Adjustment	FY 2021 Including Merit	FY 2022 Including Merit & Cola	FY 2023 Including Merit & Cola	FY 2024 Including Merit & Cola	FY 2025 Including Merit & Cola
Change in						
Classification Change	715,828	740,900	778,000	816,900	857,800	900,700
Equity Adjustment	287,606	297,700	312,600	328,300	344,800	362,100
FICA	76,763	79,500	83,500	87,700	92,100	96,800
GE Retirement	47,942	49,700	52,200	54,900	57,700	60,600
Sworn Officer Retirement	24,876	25,800	27,100	28,500	30,000	31,500
FF Retirement	36,840	38,200	40,200	42,300	44,500	46,800
Total	1,189,854	1,231,800	1,293,600	1,358,600	1,426,900	1,498,500

Plan A Mod

	Pay Plan Salary Adjustment	FY 2021 Including 3.5% Merit	FY 2022 Including Merit & Cola	FY 2023 Including Merit & Cola	FY 2024 Including Merit & Cola	FY 2025 Including Merit & Cola
Change in						
Classification Change	715,828	740,900	778,000	816,900	857,800	900,700
Equity Adjustment	217,286	224,900	236,200	248,100	260,600	273,700
FICA	71,383	73,900	77,600	81,500	85,600	89,900
GE Retirement	44,467	46,100	48,500	51,000	53,600	56,300
Sworn Officer Retirement	22,620	23,500	24,700	26,000	27,300	28,700
FF Retirement	34,956	36,200	38,100	40,100	42,200	44,400
Total	1,106,540	1,145,500	1,203,100	1,263,600	1,327,100	1,393,700

Assumptions

	COLA	Merit	Total
FY 2021	0.0%	3.5%	3.5%
FY 2022	2.0%	3.0%	5.0%
FY 2023	2.0%	3.0%	5.0%
FY 2024	2.0%	3.0%	5.0%
FY 2025	2.0%	3.0%	5.0%

**Budget Impact by Fund and Department
FY 2021**

	Plan A	Plan A Mod
Admin.	32,400	30,100
Comp. Planning	6,600	4,400
PD	277,700	253,900
Fire	279,100	265,100
Beach	15,400	14,700
Building	25,800	22,700
Street	46,200	41,500
Rec.	144,700	139,100
General Fund Total	827,900	771,500
CRA Fund Total	16,200	14,900
Stormwater Fund Total	27,700	24,600
Water	121,200	110,200
WW	186,400	174,800
Utility Fund Total	307,600	285,000
Pier Fund Total	17,800	15,700
Aquatic Center Fund Total	34,000	33,500
City Total	1,231,200	1,145,200

Table \$33,000						
Grade	Minimum	1st Quartile	Mid-Point	3rd Quartile	Maximum	Grade
1	20,138.94	23,159.78	26,180.62	29,201.46	32,222.31	1
2	21,158.48	24,332.25	27,506.02	30,679.79	33,853.56	2
3	22,229.62	25,564.07	28,898.51	32,232.95	35,567.40	3
4	23,355.00	26,858.25	30,361.50	33,864.75	37,368.00	4
5	24,537.34	28,217.95	31,898.55	35,579.15	39,259.75	5
6	25,779.55	29,646.48	33,513.41	37,380.34	41,247.28	6
7	27,084.64	31,147.33	35,210.03	39,272.72	43,335.42	7
8	28,455.80	32,724.17	36,992.54	41,260.91	45,529.27	8
9	29,896.37	34,380.83	38,865.28	43,349.74	47,834.19	9
10	31,409.88	36,121.36	40,832.84	45,544.32	50,255.80	10
11	33,000.00	37,950.00	42,900.00	47,850.00	52,800.00	11
12	34,670.63	39,871.22	45,071.81	50,272.41	55,473.00	12
13	36,425.83	41,889.70	47,353.57	52,817.45	58,281.32	13
14	38,269.88	44,010.37	49,750.85	55,491.33	61,231.81	14
15	40,207.30	46,238.39	52,269.48	58,300.58	64,331.67	15
16	42,242.79	48,579.21	54,915.63	61,252.05	67,588.46	16
17	44,381.33	51,038.53	57,695.73	64,352.93	71,010.13	17
18	46,628.14	53,622.36	60,616.58	67,610.80	74,605.02	18
19	48,988.69	56,336.99	63,685.29	71,033.59	78,381.90	19
20	51,468.74	59,189.05	66,909.36	74,629.67	82,349.98	20
21	56,811.86	65,333.63	73,855.41	82,377.19	90,898.97	21
22	62,709.66	72,116.11	81,522.56	90,929.01	100,335.45	22
23	69,219.73	79,602.69	89,985.65	100,368.61	110,751.57	23
24	76,405.63	87,866.47	99,327.32	110,788.16	122,249.01	24
25	84,337.52	96,988.15	109,638.78	122,289.40	134,940.03	25
26	93,092.84	107,056.77	121,020.69	134,984.62	148,948.55	26

**Final Report – Open Range
A JOB CLASSIFICATION AND
COMPENSATION PLAN
FOR THE CITY OF
PANAMA CITY BEACH
FLORIDA**

October 11, 2020

**Condrey and Associates, Inc.
PO Box 7907
Athens, Georgia 30604-7907
www.condrey-consulting.com**

Table of Contents

Introduction..... 1

The Classification Plan 5

The Compensation Plan 6

Cost of Implementation.....9

- Appendix A: Position/Grade Analysis by Department
- Appendix B: Position/Grade Analysis by Grade
- Appendix C: Salary Survey Summary

Introduction

At the request of the City of Panama City Beach, Condrey and Associates, Inc. entered into a contract with the city for the development of a job classification and compensation plan.

The objectives of the study included:

1. Reviewing and revising the current classification system and pay plan for all city employees;
2. Collecting salary data; and
3. Producing a recommended pay plan based on job analysis, job evaluation, and wage survey data.

The process used to collect the necessary data and develop the classification and compensation plan consisted of several steps or phases. The first step involved the distribution of a position questionnaire to all city employees. The questionnaire covered major aspects of the employee's position as well as the physical demands and work environment of the position. After reviewing the information contained in the position questionnaires, Condrey and Associates interviewed employees individually and developed a classification recommendation for each position. Approximately 50% of full-time position incumbents were personally interviewed for the study. Our experience in interviewing the city's employees was a positive one. The city should take pride in its competent and professional workforce.

The next phase in the work plan involved evaluating each classification for grade assignment. In order to provide a reliable set of ratings, all positions were rated by Condrey and Associates utilizing the Factor Evaluation System (FES). An explanation of FES follows in another section of the report.

The project also involved collecting salary survey information. Condrey and Associates conducted a salary survey of selected organizations specifically for this study. The survey respondents are listed in Table I. Appendix C displays the Salary Survey Summary.

Even after completion of these phases, it will be necessary to reevaluate positions based on a change in duties or on a refocused job description. It is the intention of Condrey and Associates to provide technical assistance in this process.

Table I
Salary Survey Respondents
City of Panama City Beach Personnel Project

All Benchmark Positions

City of Daytona Beach
City of Destin
City of Fort Myers
City of Fort Walton Beach
City of Jacksonville Beach
City of Lynn Haven
City of Panama City
City of Pensacola
City of Tallahassee
Bay County
Okaloosa County
Santa Rosa County
Walton County
Gulf Shores, AL
Dothan, AL

Lifeguard Positions

City of Clearwater
City of Cocoa Beach
City of Fort Lauderdale
City of Miami Beach
City of Naples
City of Sarasota

Parks and Recreation Benchmark Positions

City of Fort Myers
City of Naples
Collier County
Lee County
City of College Station, TX
City of Virginia Beach, VA

Police Benchmark Positions

Atlantic Beach Police Department
Flagler Beach Police Department
North Miami Beach Police Department
St. Petersburg Police Department
West Palm Beach Police Department
Florida Highway Patrol

Fire Benchmark Positions
St. Augustine Fire Department
South Walton Fire District

Utilities and Public Works Benchmark Positions
Florida Department of Transportation
Private Organization A
Private Organization B
Private Organization C
Private Organization D

The Classification Plan

The system used to classify the jobs in the City of Panama City Beach is an adapted version of the Factor Evaluation System (FES). FES is considered to be a state-of-the-art system in public human resource management.

FES is a point-factor-comparison evaluation system that uses nine factors for the evaluation of jobs: Knowledge Required by the Position, Supervisory Controls, Guidelines, Complexity, Scope and Effect, Personal Contacts, Purpose of Contacts, Physical Demands, and Work Environment. In order to adapt it to this setting, a tenth factor covering supervisory responsibility was added by Condrey and Associates. The factors are weighted (i.e., Knowledge Required by the Position "counts more" than Physical Demands). Each factor has several levels, and each level is assigned a specified number of points. The combined score on all the factors determines the total number of points for each position and its assignment to a grade in the classification plan. Appendix A depicts the grade level assigned all city positions. The assigned grade levels reflect a combination of data generated by FES, the salary surveys, and a review of organizational relationships within the government.

The Compensation Plan

The compensation plan developed for the city is based on an internal value system reflected in the classification plan and on a salary survey of comparable organizations to help assure an externally equitable and competitive pay system.

The pay plan consists of twenty-six grades. Tables II-A and II-B display the proposed salary scales. The salary range for each grade is sixty percent. The range is deliberately broad so that problems associated with employees reaching the top of their pay range will be minimized.

In order to keep the proposed salary tables current, an annual market adjustment should be considered. This adjustment should be applied as an increase to the salary schedule and as a general percentage salary increase for all employees when market conditions dictate. An excellent source to determine market conditions is the Employment Cost Index published by the United States Bureau of Labor Statistics. If the city applies 50% - 75% of this index to the salary plans on an annual basis, a review and update of the City's personnel system will not be necessary for four to five years. This market adjustment should be made in addition to employee performance increases. Thus, the City may budget for two annual personnel cost adjustments: 1) an across-the-board increase which would raise every employee salary and every pay range equally when market conditions dictate, and 2) increases linked to employee performance.

Table II – A
Proposed Salary Scale
City of Panama City Beach Personnel Project

Grade	Minimum	1st Quartile	Mid-Point	3rd Quartile	Maximum
1	20,749.21	23,861.59	26,973.98	30,086.36	33,198.74
2	21,799.64	25,069.59	28,339.53	31,609.48	34,879.43
3	22,903.25	26,338.73	29,774.22	33,209.71	36,645.20
4	24,062.72	27,672.13	31,281.54	34,890.95	38,500.36
5	25,280.90	29,073.04	32,865.17	36,657.31	40,449.44
6	26,560.75	30,544.86	34,528.97	38,513.08	42,497.19
7	27,905.38	32,091.19	36,277.00	40,462.81	44,648.61
8	29,318.09	33,715.81	38,113.52	42,511.24	46,908.95
9	30,802.32	35,422.67	40,043.02	44,663.37	49,283.72
10	32,361.69	37,215.94	42,070.20	46,924.45	51,778.70
11	34,000.00	39,100.00	44,200.00	49,300.00	54,400.00
12	35,721.25	41,079.44	46,437.63	51,795.81	57,154.00
13	37,529.64	43,159.08	48,788.53	54,417.98	60,047.42
14	39,429.58	45,344.01	51,258.45	57,172.89	63,087.32
15	41,425.70	47,639.55	53,853.41	60,067.26	66,281.12
16	43,522.87	50,051.31	56,579.74	63,108.17	69,636.60
17	45,726.22	52,585.15	59,444.09	66,303.02	73,161.95
18	48,041.11	55,247.28	62,453.44	69,659.61	76,865.78
19	50,473.19	58,044.17	65,615.15	73,186.13	80,757.11
20	53,028.40	60,982.66	68,936.92	76,891.17	84,845.43
21	58,533.43	67,313.44	76,093.46	84,873.47	93,653.48
22	64,609.95	74,301.44	83,992.94	93,684.43	103,375.92
23	71,317.30	82,014.89	92,712.49	103,410.08	114,107.68
24	78,720.95	90,529.10	102,337.24	114,145.38	125,953.52
25	86,893.20	99,927.18	112,961.16	125,995.14	139,029.12
26	95,913.84	110,300.91	124,687.99	139,075.06	153,462.14

Table II – B
Proposed Salary Scale
City of Panama City Beach Personnel Project

Grade	Minimum	1st Quartile	Mid-Point	3rd Quartile	Maximum
1	20,138.94	23,159.78	26,180.62	29,201.46	32,222.31
2	21,158.48	24,332.25	27,506.02	30,679.79	33,853.56
3	22,229.62	25,564.07	28,898.51	32,232.95	35,567.40
4	23,355.00	26,858.25	30,361.50	33,864.75	37,368.00
5	24,537.34	28,217.95	31,898.55	35,579.15	39,259.75
6	25,779.55	29,646.48	33,513.41	37,380.34	41,247.28
7	27,084.64	31,147.33	35,210.03	39,272.72	43,335.42
8	28,455.80	32,724.17	36,992.54	41,260.91	45,529.27
9	29,896.37	34,380.83	38,865.28	43,349.74	47,834.19
10	31,409.88	36,121.36	40,832.84	45,544.32	50,255.80
11	33,000.00	37,950.00	42,900.00	47,850.00	52,800.00
12	34,670.63	39,871.22	45,071.81	50,272.41	55,473.00
13	36,425.83	41,889.70	47,353.57	52,817.45	58,281.32
14	38,269.88	44,010.37	49,750.85	55,491.33	61,231.81
15	40,207.30	46,238.39	52,269.48	58,300.58	64,331.67
16	42,242.79	48,579.21	54,915.63	61,252.05	67,588.46
17	44,381.33	51,038.53	57,695.73	64,352.93	71,010.13
18	46,628.14	53,622.36	60,616.58	67,610.80	74,605.02
19	48,988.69	56,336.99	63,685.29	71,033.59	78,381.90
20	51,468.74	59,189.05	66,909.36	74,629.67	82,349.98
21	56,811.86	65,333.63	73,855.41	82,377.19	90,898.97
22	62,709.66	72,116.11	81,522.56	90,929.01	100,335.45
23	69,219.73	79,602.69	89,985.65	100,368.61	110,751.57
24	76,405.63	87,866.47	99,327.32	110,788.16	122,249.01
25	84,337.52	96,988.15	109,638.78	122,289.40	134,940.03
26	93,092.84	107,056.77	121,020.69	134,984.62	148,948.55

Cost of Implementation

The following paragraphs present two implementation plans for the city's consideration. The cost figures do not include benefit costs. Thus, the following cost figures do not represent the city's total personnel costs for these positions.

Table III depicts the cost to implement the new compensation plans. The annualized cost to implement classification changes necessitated by Plan A is \$715,828 or 4.84% of current payroll cost (approximately 103% of the relevant labor market for comparable organizations). The new plan places the city's pay scale slightly above the mean of the labor market when compared to similar organizations and should prove to be effective in attracting and retaining a quality workforce. Plan B's cost to implement is \$503,333 or 3.40% of payroll (approximately 100% of the relevant labor market for comparable organizations).

Condrey and Associates will be available to assist the City of Panama City Beach in implementing either of the plans. Implementing the new plan will result in further pay compression (position salaries grouped closely together regardless of length or quality of service to the organization). To help ameliorate this problem, Condrey and Associates recommends that a one-time equity adjustment be applied to employee salaries as outlined in Table III. The cost of the equity adjustment is approximately 1.86% of adjusted payroll cost. An alternative equity adjustment is also presented; its cost is approximately 1.40% of adjusted payroll.

Table III
 Cost of Implementation
 City of Panama City Beach Personnel Project

	Classification Changes¹	Equity Adjustment²	Total Implementation Cost
Plan A	\$715,828 (4.84%)	\$287,606 (1.85%)	\$1,003,434
Plan B	\$503,333 (3.40%)	\$284,544 (1.86%)	\$787,877
Plan A Modified	\$715,828 (4.84%)	\$217,286 (1.40%)	\$933,114
Plan B Modified	\$503,333 (3.40%)	\$213,254 (1.40%)	\$716,587

¹ Increases are projected based on current payroll total of \$14,794,248. Excluded from this figure are salaries for elected officials and contract employees. The figures presented are exclusive of benefit costs.

² Figures presented are the estimated cost for equity adjustment increases. The calculations for Plans A and B are based on a maximum 1% increase for employees with 1-3 year(s) of service, a 2% increase for employees with 4-6 years of service and a 3% increase for employees with 7 or more years of service as of September 30, 2020. The calculations for Plans A and B Modified are based on a maximum 1% increase for employees with 1-3 year(s) of service and a 2% increase for employees with 4 or more years of service as of September 30, 2020.

Appendix A
Position/Grade Analysis by Department
City of Panama City Beach Personnel Project

DEPT	POSITION	GRADE
CM/1	City Manager	UNC
CM/2	City Clerk	UNC
CM/3	Communications Director	23
FD/1	Fire Chief	26
FD/2	Deputy Fire Chief	24
FD/3	Fire Battalion Chief	23
FD/4	Fire Administrative Support Captain	22
FD/5	Fire Inspections/Prevention Chief	22
FD/6	Fire Captain/Paramedic	22
FD/7	Fire Beach Safety Director	21
FD/8	Fire Captain/EMT	21
FD/9	Fire Lieutenant/Paramedic	21
FD/10	Fire Lieutenant/EMT	20
FD/11	Fire Inspector	18
FD/12	Firefighter/Paramedic	17
FD/13	Fire Beach Rescue Responder Supervisor	16
FD/14	Firefighter/EMT	15
FD/15	Senior Administrative Support Specialist	14
FD/16	Firefighter	14
FD/17	Fire Beach Rescue Responder	12
FIN/1	Finance Director	26
FIN/2	Principal Accountant	21
FIN/3	Budget Analyst	19
FIN/4	Accountant	17 ¹
FIN/5	Payroll Coordinator	16
FIN/6	Accounts Payable Technician	12
HR/1	Human Resources/Risk Director	24
HR/2	IT Manager	22
HR/3	IT Systems Administrator	21
HR/4	Human Resources Analyst	17 ²
HR/5	Receptionist	7
HR/6	Building Service Worker	7

¹ May be designated "Senior Accountant" and placed at grade 19.

² May be designated Senior Human Resources Analyst and placed at grade 19.

DEPT	POSITION	GRADE
PB/1	Planning and Building Director	25
PB/2	Building Code Administrator	21
PB/3	Principal Planner	20
PB/4	Code Enforcement Manager	18
PB/5	Business Licensing Manager	18
PB/6	Planner	17 ³
PB/7	Building Inspector	17
PB/8	Business Tax Analyst	14
PB/9	Code Enforcement Officer	14
PB/10	Senior Administrative Support Specialist	14
PB/11	Administrative Support Specialist – Building Inspection	10
PB/12	Administrative Support Specialist – Code Enforcement	10
PD/1	Chief of Police	26
PD/2	Deputy Chief of Police	24
PD/3	Police Captain	23
PD/4	Police Network Engineer	21
PD/5	Police Lieutenant	22
PD/6	Police Sergeant	20
PD/7	Police Corporal	18
PD/8	Police Communications Supervisor	16
PD/9	Police Investigator	16
PD/10	Police Officer	16
PD/11	Senior Administrative Support Specialist	14
PD/12	Assistant Police Communications Supervisor	14
PD/13	Police Communications Officer	12 ⁴
PD/14	Crime Scene/Evidence Technician	12
PD/15	Procurement Technician	12
PD/16	Administrative Technician - CID	10
PD/17	Records Technician	10
PR/1	Parks and Recreation Director	25
PR/2	Assistant Parks and Recreation Director	22
PR/3	Parks and Facilities Maintenance Manager	19
PR/4	Aquatics Manager	17
PR/5	Facilities & Special Events Programs Coordinator	16
PR/6	Parks and Recreation Resources Supervisor	16
PR/7	Parks and Recreation Athletic Supervisor	16
PR/8	Parks and Facilities Maintenance Supervisor	16
PR/9	Aquatics Maintenance Mechanic	14

³ May be designated “Senior Planner” and placed at grade 19.

⁴ May be designated Senior Communications Officer and placed at grade 13.

DEPT	POSITION	GRADE
PR/10	Parks and Facilities Maintenance Mechanic	14
PR/11	Carpenter Crewleader	14
PR/12	Parks and Facilities Maintenance Crewleader - Special Events	12
PR/13	Aquatics Specialist	14
PR/14	Senior Accounting Technician	14
PR/15	Parks and Facilities Maintenance Crewleader	12
PR/16	Recreation Coordinator	12
PR/17	Carpenter I	10
PR/18	Recreation Administrative Support Specialist	10
PR/19	Parks and Facilities Maintenance Worker I	9 ⁵
PR/20	Pier Attendant	9
PR/21	Buildings/Grounds Service Worker	7
PR/22	Recreation Assistant	7
PR/23	Lifeguard	7
PW/1	Public Works Director and City Engineer	25
PW/2	Engineer III/Assistant Director	24
PW/3	CRA Manager	25
PW/4	Civil Engineer	21 ⁶
PW/5	Field Inspector III	19
PW/6	Senior Administrative Support Specialist	14
PW/ST/1	Street Superintendent	20
PW/ST/2	Assistant Street Superintendent	17
PW/ST/3	Street Crewleader	14
PW/ST/4	Heavy Equipment Operator	12
PW/ST/5	Street Maintenance Worker I	10 ⁷
PW-STW/1	Stormwater Superintendent	21
PW-STW/2	Stormwater Maintenance Worker A	12
PW-STW/3	Stormwater Maintenance Worker B	11
PW-STW/4	Stormwater Maintenance Worker C	10 ⁸
UTIL/1	Utilities Director	26
UTIL/2	Assistant Utilities Director	24

⁵ May be designated Parks and Facilities Maintenance Worker II and placed at grade 10.

⁶ Place at grade 22 with procession of Professional Engineer designation.

⁷ May be designated Street Maintenance Worker II and placed at grade 11, Street Maintenance Trainee and placed at grade 9.

⁸ If designated Trainee, place at grade 9.

DEPT	POSITION	GRADE
UTIL/3	Utilities Engineer II	23 ⁹
UTIL/4	Lift Station Supervisor	17
UTIL/5	CAD Operator I	16 ¹⁰
UTIL/6	Utilities Field Inspector II	17 ¹¹
UTIL/7	Senior Administrative Support Specialist	14
UTIL/8	Cross Connection Technician I	12 ¹²
UTIL/9	Lift Station Mechanic C	12 ¹³
UTIL-BL/1	Billing Manager	20
UTIL-BL/2	Customer Service Supervisor	14
UTIL-BL/3	Water Billing Technician	14
UTIL-BL/4	Meter Service Technician I	12 ¹⁴
UTIL-BL/5	Meter Reset Technician	11
UTIL-BL/6	Customer Service Representative I	10 ¹⁵
UTIL-BL/7	Meter Reader I	9 ¹⁶
UTIL-UG/1	Underground Utilities Superintendent	20
UTIL-UG/2	Underground Utilities Supervisor	17
UTIL-UG/3	Fleet Service Mechanic	14
UTIL-UG/4	Underground Utilities Locator I	12 ¹⁷
UTIL-UG/5	Meter Service Technician I	12 ¹⁸
UTIL-UG/6	Utilities Service Worker V	14 ¹⁹
UTIL-UG/7	Utilities Service Worker I	12 ²⁰

⁹ May be designated Engineer I and placed at grade 21 if Engineer in Training.

¹⁰ May be designated CAD Operator II and placed at grade 17.

¹¹ May be designated Utilities Field Inspector III and placed at grade 19.

¹² May be designated Cross Connection Technician II and placed at grade 13, or Cross Connection Technician III and placed at grade 14.

¹³ May be designated Lift Station Mechanic B and placed at grade 13, Lift Station Mechanic A and placed at grade 14; or Lift Station Mechanic Trainee and placed at grade 11.

¹⁴ May be designated Meter Service Technician II and placed at grade 13.

¹⁵ May be designated Customer Service Representative II and placed at grade 11.

¹⁶ May be designated Meter Reader II and placed at grade 10.

¹⁷ May be designated Underground Utilities Locator II and placed at grade 13, or Underground Utilities Locator Trainee and placed at grade 11.

¹⁸ May be designated Meter Service Technician and placed at grade 13.

¹⁹ May be designated Utilities Service Worker VI and advanced 5% within grade.

²⁰ May be designated Utilities Service Worker Trainee and placed at grade 11, Utilities Service Worker II and placed at grade 12 and advanced 5% within grade, Utilities Service Worker III and placed at grade 13, or Utilities Service Worker IV and placed at grade 13 and advanced 5% within grade.

DEPT	POSITION	GRADE
UTIL-WA/1	Water Storage and Pump Station Superintendent	20
UTIL-WA/2	Water Storage and Pump Station Operator C	12 ²¹
UTIL-WW/1	Wastewater Superintendent	21
UTIL-WW/2	Wastewater Plant Operations and Laboratory Supervisor	19
UTIL-WW/3	Wastewater Facility Maintenance Supervisor	17
UTIL-WW/4	Instrumentation and Control Technician I	16 ²²
UTIL-WW/5	Journeyman Electrician	16
UTIL-WW/6	Wastewater Facilities Maintenance Mechanic I	12 ²³
UTIL-WW/7	Wastewater Treatment Plant Operator C	12 ²⁴

²¹May be designated Water Storage and Pump Station Operator B and placed at grade 13, Water Storage and Pump Station Operator A and placed at grade 14, or Water Storage and Pump Station Operator Trainee and placed at grade 11.

²²May be designated Instrumentation and Control Technician II and placed at grade 17, or Instrumentation and Control Technician III and placed at grade 18.

²³May be designated Mechanic II and placed at grade 13, Mechanic III and placed at grade 14, if Mechanic Trainee and placed at grade 11.

²⁴May be designated Operator B and placed at grade 13, Operator A and placed at grade 14, or Operator Trainee and placed at grade 11.

Appendix B
Position/Grade Analysis by Grade
City of Panama City Beach Personnel Project

DEPT	POSITION	GRADE
CM/2	City Clerk	UNC
CM/1	City Manager	UNC
PD/1	Chief of Police	26
FIN/1	Finance Director	26
FD/1	Fire Chief	26
UTIL/1	Utilities Director	26
PW/3	CRA Manager	25
PR/1	Parks and Recreation Director	25
PB/1	Planning and Building Director	25
PW/1	Public Works Director and City Engineer	25
UTIL/2	Assistant Utilities Director	24
PD/2	Deputy Chief of Police	24
FD/2	Deputy Fire Chief	24
PW/2	Engineer III/Assistant Director	24
HR/1	Human Resources/Risk Director	24
CM/3	Communications Director	23
FD/3	Fire Battalion Chief	23
PD/3	Police Captain	23
UTIL/3	Utilities Engineer II	23 ⁹
PR/2	Assistant Parks and Recreation Director	22
FD/4	Fire Administrative Support Captain	22
FD/6	Fire Captain/Paramedic	22
FD/5	Fire Inspections/Prevention Chief	22
HR/2	IT Manager	22
PD/5	Police Lieutenant	22
PB/2	Building Code Administrator	21
PW/4	Civil Engineer	21 ⁶
FD/7	Fire Beach Safety Director	21
FD/8	Fire Captain/EMT	21
FD/9	Fire Lieutenant/Paramedic	21

⁶ Place at grade 22 with procession of Professional Engineer designation.

⁹ May be designated Engineer I and placed at grade 21 if Engineer in Training.

DEPT	POSITION	GRADE
HR/3	IT Systems Administrator	21
PD/4	Police Network Engineer	21
FIN/2	Principal Accountant	21
PW-STW/1	Stormwater Superintendent	21
UTIL-WW/1	Wastewater Superintendent	21
UTIL-BL/1	Billing Manager	20
FD/10	Fire Lieutenant/EMT	20
PD/6	Police Sergeant	20
PB/3	Principal Planner	20
PW/ST/1	Street Superintendent	20
UTIL-UG/1	Underground Utilities Superintendent	20
UTIL-WA/1	Water Storage and Pump Station Superintendent	20
FIN/3	Budget Analyst	19
PW/5	Field Inspector III	19
PR/3	Parks and Facilities Maintenance Manager	19
UTIL-WW/2	Wastewater Plant Operations and Laboratory Supervisor	19
PB/5	Business Licensing Manager	18
PB/4	Code Enforcement Manager	18
FD/11	Fire Inspector	18
PD/7	Police Corporal	18
FIN/4	Accountant	17 ¹
PR/4	Aquatics Manager	17
PW/ST/2	Assistant Street Superintendent	17
PB/7	Building Inspector	17
FD/12	Firefighter/Paramedic	17
HR/4	Human Resources Analyst	17 ²
UTIL/4	Lift Station Supervisor	17
PB/6	Planner	17 ³
UTIL-UG/2	Underground Utilities Supervisor	17
UTIL/6	Utilities Field Inspector II	17 ¹¹
UTIL-WW/3	Wastewater Facility Maintenance Supervisor	17
UTIL/5	CAD Operator I	16 ¹⁰
PR/5	Facilities & Special Events Programs Coordinator	16

¹ May be designated "Senior Accountant" and placed at grade 19.

² May be designated Senior Human Resources Analyst and placed at grade 19.

³ May be designated "Senior Planner" and placed at grade 19.

¹⁰ May be designated CAD Operator II and placed at grade 17.

¹¹ May be designated Utilities Field Inspector III and placed at grade 19.

DEPT	POSITION	GRADE
FD/13	Fire Beach Rescue Responder Supervisor	16
UTIL-WW/4	Instrumentation and Control Technician I	16 ²²
UTIL-WW/5	Journeyman Electrician	16
PR/8	Parks and Facilities Maintenance Supervisor	16
PR/7	Parks and Recreation Athletic Supervisor	16
PR/6	Parks and Recreation Resources Supervisor	16
FIN/5	Payroll Coordinator	16
PD/8	Police Communications Supervisor	16
PD/9	Police Investigator	16
PD/10	Police Officer	16
FD/14	Firefighter/EMT	15
PR/9	Aquatics Maintenance Mechanic	14
PR/13	Aquatics Specialist	14
PD/12	Assistant Police Communications Supervisor	14
PB/8	Business Tax Analyst	14
PR/11	Carpenter Crewleader	14
PB/9	Code Enforcement Officer	14
UTIL-BL/2	Customer Service Supervisor	14
FD/16	Firefighter	14
UTIL-UG/3	Fleet Service Mechanic	14
PR/10	Parks and Facilities Maintenance Mechanic	14
PR/14	Senior Accounting Technician	14
FD/15	Senior Administrative Support Specialist	14
PB/10	Senior Administrative Support Specialist	14
PD/11	Senior Administrative Support Specialist	14
PW/6	Senior Administrative Support Specialist	14
UTIL/7	Senior Administrative Support Specialist	14
PW/ST/3	Street Crewleader	14
UTIL-UG/6	Utilities Service Worker V	14 ¹⁹
UTIL-BL/3	Water Billing Technician	14
FIN/6	Accounts Payable Technician	12
PD/14	Crime Scene/Evidence Technician	12
UTIL/8	Cross Connection Technician I	12 ¹²
FD/17	Fire Beach Rescue Responder	12
PW/ST/4	Heavy Equipment Operator	12

¹² May be designated Cross Connection Technician II and placed at grade 13, or Cross Connection Technician III and placed at grade 14.

¹⁹ May be designated Utilities Service Worker VI and advanced 5% within grade.

²² May be designated Instrumentation and Control Technician II and placed at grade 17, or Instrumentation and Control Technician III and placed at grade 18.

DEPT	POSITION	GRADE
UTIL/9	Lift Station Mechanic C	12 ¹³
UTIL-BL/4	Meter Service Technician I	12 ¹⁴
UTIL-UG/5	Meter Service Technician I	12 ¹⁸
PR/15	Parks and Facilities Maintenance Crewleader	12
PR/12	Parks and Facilities Maintenance Crewleader - Special Events	12
PD/13	Police Communications Officer	12 ⁴
PD/15	Procurement Technician	12
PR/16	Recreation Coordinator	12
PW-STW/2	Stormwater Maintenance Worker A	12
UTIL-UG/4	Underground Utilities Locator I	12 ¹⁷
UTIL-UG/7	Utilities Service Worker I	12 ²⁰
UTIL-WW/6	Wastewater Facilities Maintenance Mechanic I	12 ²³
UTIL-WW/7	Wastewater Treatment Plant Operator C	12 ²⁴
UTIL-WA/2	Water Storage and Pump Station Operator C	12 ²¹
UTIL-BL/5	Meter Reset Technician	11
PW-STW/3	Stormwater Maintenance Worker B	11
PB/11	Administrative Support Specialist – Building Inspection	10
PB/12	Administrative Support Specialist – Code Enforcement	10
PD/16	Administrative Technician - CID	10
PR/17	Carpenter I	10
UTIL-BL/6	Customer Service Representative I	10 ¹⁵

⁴ May be designated Senior Communications Officer and placed at grade 13.

¹³ May be designated Lift Station Mechanic B and placed at grade 13, Lift Station Mechanic A and placed at grade 14; or Lift Station Mechanic Trainee and placed at grade 11.

¹⁴ May be designated Meter Service Technician II and placed at grade 13.

¹⁵ May be designated Customer Service Representative II and placed at grade 11.

¹⁷ May be designated Underground Utilities Locator II and placed at grade 13, or Underground Utilities Locator Trainee and placed at grade 11.

¹⁸ May be designated Meter Service Technician and placed at grade 13.

²⁰ May be designated Utilities Service Worker Trainee and placed at grade 11, Utilities Service Worker II and placed at grade 12 and advanced 5% within grade, Utilities Service Worker III and placed at grade 13, or Utilities Service Worker IV and placed at grade 13 and advanced

²¹ May be designated Water Storage and Pump Station Operator B and placed at grade 13, Water Storage and Pump Station Operator A and placed at grade 14, or Water Storage and Pump Station Operator Trainee and placed at grade 11.

²³ May be designated Mechanic II and placed at grade 13, Mechanic III and placed at grade 14, if Mechanic Trainee and placed at grade 11.

²⁴ May be designated Operator B and placed at grade 13, Operator A and placed at grade 14, or Operator Trainee and placed at grade 11.

DEPT	POSITION	GRADE
PD/17	Records Technician	10
PR/18	Recreation Administrative Support Specialist	10
PW-STW/4	Stormwater Maintenance Worker C	10 ⁸
PW/ST/5	Street Maintenance Worker I	10 ⁷
UTIL-BL/7	Meter Reader I	9 ¹⁶
PR/19	Parks and Facilities Maintenance Worker I	9 ⁵
PR/20	Pier Attendant	9
HR/6	Building Service Worker	7
PR/21	Buildings/Grounds Service Worker	7
PR/23	Lifeguard	7
HR/5	Receptionist	7
PR/22	Recreation Assistant	7

⁵ May be designated Parks and Facilities Maintenance Worker II and placed at grade 10.

⁷ May be designated Street Maintenance Worker II and placed at grade 11, Street Maintenance Trainee and placed at grade 9.

⁸ If designated Trainee, place at grade 9.

¹⁶ May be designated Meter Reader II and placed at grade 10.

Appendix C

Salary Survey Summary

City of Panama City Beach Personnel Project

Position Title	Minimum Annual Rate Mean	Minimum Annual Rate Median	Maximum Annual Rate Mean	Maximum Annual Rate Median	Average Annual Mean	Average Annual Median
Accounts Payable Technician	\$33,917	\$33,152	\$57,871	\$53,976	\$38,559	\$39,873
Aquatics Manager	\$44,638	\$44,678	\$73,937	\$73,240	\$57,964	\$62,018
Billing Manager	\$52,525	\$53,539	\$85,131	\$85,811	\$54,020	\$51,948
Building Inspector	\$40,989	\$41,133	\$67,663	\$66,487	\$49,780	\$50,908
Chief of Police	\$100,714	\$93,860	\$160,224	\$156,812	\$135,855	\$123,116
Civil Engineer	\$60,112	\$60,279	\$98,837	\$100,502	\$76,535	\$75,746
Customer Service Representative I	\$29,237	\$30,056	\$48,751	\$47,004	\$33,595	\$34,784
Finance Director	\$81,048	\$78,919	\$135,108	\$131,512	\$105,074	\$106,162
Fire Battalion Chief	\$77,147	\$71,639	\$111,632	\$110,000	\$89,396	\$88,786
Fire Beach Rescue Responder	\$34,092	\$32,115	\$48,912	\$44,598	\$31,829	\$31,829
Fire Beach Safety Director	\$73,265	\$73,265	\$101,758	\$101,758	\$72,768	\$72,768
Fire Chief	\$89,537	\$90,674	\$149,132	\$148,369	\$118,465	\$115,422
Fire Lieutenant/EMT	\$55,387	\$55,852	\$76,720	\$79,598	\$64,523	\$65,752
Firefighter/EMT	\$39,558	\$39,612	\$60,189	\$59,557	\$43,629	\$39,080
Firefighter/Paramedic	\$45,867	\$44,557	\$70,494	\$71,651	\$56,018	\$54,000
Heavy Equipment Operator	\$32,666	\$31,619	\$50,475	\$48,277	\$38,978	\$37,191
Human Resources Director	\$77,713	\$75,618	\$128,619	\$127,613	\$99,572	\$95,670
IT Manager	\$63,121	\$61,745	\$101,878	\$98,885	\$87,951	\$79,158
Journeyman Electrician	\$37,158	\$33,534	\$61,854	\$58,138	\$51,105	\$48,945
Lifeguard	\$27,591	\$27,040	\$42,442	\$43,353	\$30,222	\$27,833
Lift Station Mechanic C	\$36,077	\$35,485	\$56,688	\$56,763	\$40,532	\$39,813
Meter Reader I	\$29,404	\$29,931	\$47,414	\$46,716	\$35,519	\$36,386
Parks and Recreation Direction	\$79,037	\$79,278	\$129,386	\$129,040	\$103,140	\$100,409
Parks Maintenance Worker I	\$26,452	\$25,678	\$42,466	\$40,897	\$30,042	\$29,950
Planning and Building Director	\$79,601	\$75,695	\$135,833	\$129,183	\$107,385	\$99,368
Police Captain	\$65,989	\$68,853	\$111,663	\$111,699	\$94,786	\$96,376
Police Communications Officer	\$35,588	\$33,152	\$57,532	\$54,902	\$36,438	\$36,442

Position Title	Minimum Annual Rate Mean	Minimum Annual Rate Median	Maximum Annual Rate Mean	Maximum Annual Rate Median	Average Annual Mean	Average Annual Median
Police Lieutenant	\$64,485	\$60,118	\$92,798	\$95,451	\$74,486	\$75,691
Police Officer	\$42,736	\$41,018	\$68,386	\$66,004	\$50,195	\$45,915
Police Sergeant	\$58,559	\$55,443	\$83,120	\$82,305	\$63,927	\$64,854
Public Works Director and City Engineer	\$92,347	\$87,620	\$143,710	\$137,264	\$124,107	\$114,732
Records Technician	\$31,028	\$29,931	\$49,800	\$50,125	\$38,389	\$38,480
Recreation Coordinator	\$39,822	\$35,516	\$67,465	\$57,352	\$52,310	\$49,992
Senior Administrative Support Specialist	\$36,168	\$35,823	\$61,231	\$59,717	\$45,451	\$45,177
Street Maintenance Worker	\$27,318	\$28,654	\$43,034	\$42,910	\$32,239	\$30,609
Street Superintendent	\$51,742	\$50,363	\$87,130	\$80,581	\$67,643	\$68,000
Underground Utilities Supervisor	\$45,442	\$45,594	\$76,732	\$76,691	\$58,741	\$56,196
Utilities Director	\$92,987	\$91,326	\$155,303	\$159,172	\$128,952	\$132,828
Utilities Engineer II	\$69,630	\$68,518	\$110,403	\$109,629	\$87,475	\$92,674
Wastewater Facilities Maintenance Mechanic	\$35,238	\$36,223	\$62,513	\$60,526	\$42,485	\$42,485
Wastewater Superintendent	\$60,385	\$60,257	\$105,082	\$100,973	\$73,387	\$77,300
Wastewater Treatment Plant Operator C	\$35,359	\$34,570	\$58,657	\$59,186	\$44,818	\$44,734

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 5 - Plan A

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-1300-513.12-10	Salaries Regular	714,000.00	28,100.00	742,100.00
TO	001-1300-513.21-10	Matching FICA	59,600.00	2,100.00	61,700.00
TO	001-1300-513.22-10	Retirement	47,800.00	2,200.00	50,000.00
TO	001-1500-515.12-10	Salaries Regular	189,000.00	5,700.00	194,700.00
TO	001-1500-515.21-10	Matching FICA	15,100.00	400.00	15,500.00
TO	001-1500-515.22-10	Retirement	16,000.00	500.00	16,500.00
TO	001-2101-521.12-10	Salaries Regular	4,655,000.00	230,700.00	4,885,700.00
TO	001-2101-521.21-10	Matching FICA	393,500.00	17,600.00	411,100.00
TO	001-2101-521.22-10	Retirement Non-Sworn	59,000.00	3,700.00	62,700.00
TO	001-2101-521.22-20	Retirement Sworn	591,800.00	25,700.00	617,500.00
TO	001-2201-522.12-10	Salaries Regular	2,941,000.00	223,500.00	3,164,500.00
TO	001-2201-522.21-10	Matching FICA	260,900.00	17,100.00	278,000.00
TO	001-2201-522.22-10	Retirement GE	5,000.00	400.00	5,400.00
TO	001-2201-522.22-25	Retirement FF	559,000.00	38,100.00	597,100.00
TO	001-2202-522.12-10	Salaries Regular	165,000.00	13,300.00	178,300.00
TO	001-2202-522.21-10	Matching FICA	37,200.00	1,000.00	38,200.00
TO	001-2202-522.22-10	Retirement GE	16,000.00	1,100.00	17,100.00
TO	001-2400-524.12-10	Salaries Regular	664,000.00	22,300.00	686,300.00
TO	001-2400-524.21-10	Matching FICA	52,600.00	1,700.00	54,300.00
TO	001-2400-524.22-10	Retirement	55,000.00	1,800.00	56,800.00
TO	001-4100-541.12-10	Salaries Regular	739,000.00	39,900.00	778,900.00
TO	001-4100-541.21-10	Matching FICA	58,210.00	3,100.00	61,310.00
TO	001-4100-541.22-10	Retirement	52,000.00	3,200.00	55,200.00
TO	001-7201-572.12-10	Salaries Regular	989,000.00	113,400.00	1,102,400.00
TO	001-7201-572.13-10	Salaries No Pension	112,300.00	12,600.00	124,900.00
TO	001-7201-572.21-10	Matching FICA	87,600.00	9,600.00	97,200.00
TO	001-7201-572.22-10	Retirement	83,000.00	9,100.00	92,100.00
FROM	001-8100-999.96-00	RESERVES AVAILABLE FOR EXPENDITUES	9,665,840.00	(827,900.00)	8,837,940.00
					0.00
	CRA				0.00
TO	160-5901-559.12-10	Salaries Regular	322,000.00	14,000.00	336,000.00
TO	160-5901-559.21-10	Matching FICA	26,720.00	1,100.00	27,820.00
TO	160-5901-559.22-10	Retirement	26,400.00	1,100.00	27,500.00
FROM	160-5901-559.95-00	RESTRICTED RESERVES	43,898,549.00	(16,200.00)	43,882,349.00
					0.00
	Stormwater				0.00
TO	180-3800-538.12-10	Salaries Regular	459,000.00	24,000.00	483,000.00
TO	180-3800-538.21-10	Matching FICA	36,210.00	1,800.00	38,010.00
TO	180-3800-538.22-10	Retirement	34,000.00	1,900.00	35,900.00
FROM	180-8100-999.95-00	RESTRICTED RESERVES	282,037.00	(27,700.00)	254,337.00
					0.00
	Utility				0.00
TO	401-3300-533.12-10	Salaries Regular	2,087,000.00	104,800.00	2,191,800.00
TO	401-3300-533.21-10	Matching FICA	172,500.00	8,000.00	180,500.00
TO	401-3300-533.22-10	Retirement	151,000.00	8,400.00	159,400.00

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 5 - Plan A

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	401-3500-535.12-10	Salaries Regular	2,477,860.00	161,200.00	2,638,200.00
TO	401-3500-535.21-10	Matching FICA	204,000.00	12,300.00	216,300.00
TO	401-3500-535.22-10	Retirement	199,000.00	12,900.00	211,900.00
FROM	401-8100-999.96-00	RESERVES AVAILABLE FOR EXPENDITUES	38,011,718.00	(307,600.00)	37,704,118.00
					0.00
	Pier				0.00
TO	402-7500-575.12-10	Salaries Regular	289,000.00	12,300.00	301,300.00
TO	402-7500-575.13-10	Salaries No Pension	81,860.00	3,300.00	85,160.00
TO	402-7500-575.21-10	Matching FICA	29,900.00	1,200.00	31,100.00
TO	402-7500-575.22-10	Retirement	24,590.00	1,000.00	25,590.00
FROM	402-7500-575.96-00	RESERVES AVAILABLE FOR EXPENDITUES	457,633.00	(17,800.00)	439,833.00
					0.00
	Aquatic Center				0.00
TO	403-0000-572.12-10	Salaries Regular	196,000.00	28,800.00	224,800.00
TO	403-0000-572.13-10	Salaries No Pension	91,500.00	600.00	92,100.00
TO	403-0000-572.21-10	Matching FICA	22,430.00	2,300.00	24,730.00
TO	403-0000-572.22-10	Retirement	17,000.00	2,300.00	19,300.00
FROM	403-0000-999.96-00	RESERVES AVAILABLE FOR EXPENDITUES	291,389.00	(34,000.00)	257,389.00
		Check Adjustment Totals:	113,171,886.00	0.00	113,171,886.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

EXHIBIT A

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 5 - Plan A Mod

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-1300-513.12-10	Salaries Regular	714,000.00	26,000.00	740,000.00
TO	001-1300-513.21-10	Matching FICA	59,600.00	2,000.00	61,600.00
TO	001-1300-513.22-10	Retirement	47,800.00	2,100.00	49,900.00
TO	001-1500-515.12-10	Salaries Regular	189,000.00	3,800.00	192,800.00
TO	001-1500-515.21-10	Matching FICA	15,100.00	300.00	15,400.00
TO	001-1500-515.22-10	Retirement	16,000.00	300.00	16,300.00
TO	001-2101-521.12-10	Salaries Regular	4,655,000.00	210,900.00	4,865,900.00
TO	001-2101-521.21-10	Matching FICA	393,500.00	16,100.00	409,600.00
TO	001-2101-521.22-10	Retirement Non-Sworn	59,000.00	3,500.00	62,500.00
TO	001-2101-521.22-20	Retirement Sworn	591,800.00	23,400.00	615,200.00
TO	001-2201-522.12-10	Salaries Regular	2,941,000.00	212,300.00	3,153,300.00
TO	001-2201-522.21-10	Matching FICA	260,900.00	16,200.00	277,100.00
TO	001-2201-522.22-10	Retirement GE	5,000.00	400.00	5,400.00
TO	001-2201-522.22-25	Retirement FF	559,000.00	36,200.00	595,200.00
TO	001-2202-522.12-10	Salaries Regular	165,000.00	12,700.00	177,700.00
TO	001-2202-522.21-10	Matching FICA	37,200.00	1,000.00	38,200.00
TO	001-2202-522.22-10	Retirement GE	16,000.00	1,000.00	17,000.00
TO	001-2400-524.12-10	Salaries Regular	664,000.00	19,600.00	683,600.00
TO	001-2400-524.21-10	Matching FICA	52,600.00	1,500.00	54,100.00
TO	001-2400-524.22-10	Retirement	55,000.00	1,600.00	56,600.00
TO	001-4100-541.12-10	Salaries Regular	739,000.00	35,900.00	774,900.00
TO	001-4100-541.21-10	Matching FICA	58,210.00	2,700.00	60,910.00
TO	001-4100-541.22-10	Retirement	52,000.00	2,900.00	54,900.00
TO	001-7201-572.12-10	Salaries Regular	989,000.00	108,500.00	1,097,500.00
TO	001-7201-572.13-10	Salaries No Pension	112,300.00	12,600.00	124,900.00
TO	001-7201-572.21-10	Matching FICA	87,600.00	9,300.00	96,900.00
TO	001-7201-572.22-10	Retirement	83,000.00	8,700.00	91,700.00
FROM	001-8100-999.96-00	RESERVES AVAILABLE FOR EXPENDITUES	9,665,840.00	(771,500.00)	8,894,340.00
					0.00
	CRA				0.00
TO	160-5901-559.12-10	Salaries Regular	322,000.00	12,900.00	334,900.00
TO	160-5901-559.21-10	Matching FICA	26,720.00	1,000.00	27,720.00
TO	160-5901-559.22-10	Retirement	26,400.00	1,000.00	27,400.00
FROM	160-5901-559.95-00	RESTRICTED RESERVES	43,898,549.00	(14,900.00)	43,883,649.00
					0.00
	Stormwater				0.00
TO	180-3800-538.12-10	Salaries Regular	459,000.00	21,300.00	480,300.00
TO	180-3800-538.21-10	Matching FICA	36,210.00	1,600.00	37,810.00
TO	180-3800-538.22-10	Retirement	34,000.00	1,700.00	35,700.00
FROM	180-8100-999.95-00	RESTRICTED RESERVES	282,037.00	(24,600.00)	257,437.00
					0.00
	Utility				0.00
TO	401-3300-533.12-10	Salaries Regular	2,087,000.00	95,300.00	2,182,300.00
TO	401-3300-533.21-10	Matching FICA	172,500.00	7,300.00	179,800.00
TO	401-3300-533.22-10	Retirement	151,000.00	7,600.00	158,600.00

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 5 - Plan A Mod

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	401-3500-535.12-10	Salaries Regular	2,477,000.00	151,100.00	2,628,100.00
TO	401-3500-535.21-10	Matching FICA	204,000.00	11,600.00	215,600.00
TO	401-3500-535.22-10	Retirement	199,000.00	12,100.00	211,100.00
FROM	401-8100-999.96-00	RESERVES AVAILABLE FOR EXPENDITUES	38,011,718.00	(285,000.00)	37,726,718.00
					0.00
	Pier				0.00
TO	402-7500-575.12-10	Salaries Regular	289,000.00	10,500.00	299,500.00
TO	402-7500-575.13-10	Salaries No Pension	81,860.00	3,300.00	85,160.00
TO	402-7500-575.21-10	Matching FICA	29,900.00	1,100.00	31,000.00
TO	402-7500-575.22-10	Retirement	24,590.00	800.00	25,390.00
FROM	402-7500-575.96-00	RESERVES AVAILABLE FOR EXPENDITUES	457,633.00	(15,700.00)	441,933.00
					0.00
	Aquatic Center				0.00
TO	403-0000-572.12-10	Salaries Regular	196,000.00	28,400.00	224,400.00
TO	403-0000-572.13-10	Salaries No Pension	91,500.00	600.00	92,100.00
TO	403-0000-572.21-10	Matching FICA	22,430.00	2,200.00	24,630.00
TO	403-0000-572.22-10	Retirement	17,000.00	2,300.00	19,300.00
FROM	403-0000-999.96-00	RESERVES AVAILABLE FOR EXPENDITUES	291,389.00	(33,500.00)	257,889.00
					0.00
		Check Adjustment Totals:	113,171,886.00	0.00	113,171,886.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

EXHIBIT A MOD

REGULAR AGENDA

ITEM #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department/Chief Drew Whitman

2. MEETING DATE:

October 22, 2020

3. REQUESTED MOTION/ACTION:

Budget Amendment for FDLE, DOJ, Edward Byrne Memorial Justice Assistance Grant - "County-wide" (JAGC), Grant Title: PCBPD Police Utility Vehicle; Grant #2020-JAGC-BAY-7-5R-051

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- N/A
- Public Safety
- Transportation
- Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Police Department has been approved by the Florida Department of Law Enforcement and the Department of Justice, Edward Byrne Memorial Justice Assistance Grant for a County-wide (JAGC), Grant for reimbursement (Title: PCBPD Police Utility Vehicle; Grant #2020-JAGC-BAY-7-5R-051). The grant is for the purchase of (1) one Police Utility Vehicle. The Request for Proposal (RFP) has been completed and the only/winning bid was from McKibben Powersports of Lake Placid, Florida for \$19,762.00. This amount includes all equipment, installation, and delivery fees. This vehicle is designed to enhance public safety by providing the Beach Police with vehicle mobility on the sandy beaches and confined off-road areas of Panama City Beach. These areas might otherwise be inaccessible to normal police vehicles. This project can begin immediately upon approval of the budget amendment.

RESOLUTION 21-19

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA;
APPROVING THE PURCHASE OF ONE POLICE UTILITY VEHICLE IN
THE AMOUNT OF \$19,762 FROM MCKIBBEN POWERSPORTS, INC;
AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE;
AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

WHEREAS, the City has received notification of award of the Florida Department of Law Enforcement, Edward Bryne Memorial Justice Grant. Grant Number 2020-JAGC-BAY-7-5R-051 for reimbursement towards the purchase of one Police Utility Vehicle in the amount of \$19,762; and

WHEREAS, a budget amendment is necessary to reflect the revenue to be received from the grant, and the expenditure of a like amount of funds for items requested in the grant agreement.

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and McKibben Powersports, Inc., relating to the purchase of one (1) 2021 Yamaha Viking 6 Seater in the total amount of Nineteen Thousand, Seven Hundred Sixty Two Dollars (\$19,762.00), on substantially the terms and conditions as set forth in the quote attached hereto as Exhibit "A" and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment #7 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the revenue to be received from the Grant and its expenditure for the purposes stated therein.
3. This Resolution shall take effect immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By _____
MARK SHELDON, MAYOR

ATTEST:

LYNNE FASONE, CITY CLERK

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 7

FUND	GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.64-55	Machinery and Equipment Mach and Equip Grant	63,556.00	19,770.00	83,326.00
TO	001-0000-331.20-25	Federal Grant Edward Byrne JAG (1) UTV	0.00	(19,770.00)	(19,770.00)
		Check Adjustment Totals:	63,556.00	0.00	63,556.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To approve the award of Edward Byrne Memorial JAG program Grant # 2020-JAGC-BAY-7-5R-051
in the amount of \$19,770.00; to appropriate the grant funds for the purchase of the equipment contemplated in the grant;
to authorize the purchase of said equipment from McKibben Powersports of Lake Placid in the amount of \$19,762.

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE
_____ FINANCE DIRECTOR _____ DATE

EXHIBIT B

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Subgrant Recipient

Organization Name: City of Panama City Beach
County: Bay

Chief Official

Name: Mark Sheldon
Title: Mayor
Address: 17007 Panama City Beach Parkway
City: Panama City Beach
State: FL **Zip:** 32413-5225
Phone: 850-233-5100 **Ext:**
Fax:
Email: msheldon@pcb.gov.com

Chief Financial Officer

Name: Holly White
Title: City Clerk
Address: 17007 Panama City Beach Parkway
City: Panama City Beach
State: FL **Zip:** 32413-5225
Phone: 850-233-5054 **Ext:** 2402
Fax: 850-233-5013
Email: hwhite@pcb.gov.com

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Implementing Agency

Organization Name: Panama City Beach Police Department
County: Bay

Chief Official

Name: Drew Whitman
Title: Chief of Police
Address: 17115 Panama City Beach Parkway
City: Panama City Beach
State: FL **Zip:** 32413-2128
Phone: 850-233-5000 **Ext:**
Fax: 850-233-5013
Email: dwhitman@beachpolice.org

Project Director

Name: Richard McClanahan
Title: Captain
Address: 17115 Panama City Beach Parkway
City: Panama City Beach
State: FL **Zip:** 32413-5227
Phone: 850-381-5161 **Ext:**
Fax:
Email: rmccclanahan@beachpolice.org

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section Questions:

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to criminaljustice@fdle.state.fl.us.

Answer: Senate Bill 168

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE)?

Answer: No

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: Yes

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

General Project Information

Project Title: PCBPD POLICE UTILITY VEHICLE
Subgrant Recipient: City of Panama City Beach
Implementing Agency: Panama City Beach Police Department
Project Start Date: 7/1/2020 **End Date:** 6/30/2021

Problem Identification

The purchase of this equipment; "Police Utility Vehicle" will provide our officers with the much needed mobility when responding to emergency situations on the sandy portion of the beaches. We have numerous water rescue calls on the beach throughout the year. Currently, the Beach Police are limited in the number of vehicles available to access the sandy portion of the beaches. During the closure of the beaches due to the Corona Virus Covid-19 the City of Panama City Beach Police had to utilize Utility Vehicles from other departments within the City due to a limited number of Police Utility Vehicles. The Police Utility Vehicle proposed will also be able to be driving on roadways when needed. The normal demands in the summer months placed on the Panama City Beach Police Department (PCBPD) have been compounded by the ongoing pandemic and the fallout that has accompanied it. These circumstances have created a need to upgrade PCBPD capabilities for patrol in difficult terrain.

Currently the budget for the City of Panama City Beach does not have the resources to purchase a Police Utility Vehicle, grant funding will provide the assistance necessary to ensure the uninterrupted delivery of police services.

Project Summary (Scope of Work)

This Panama City Beach Police Department (PCBPD) will utilize grant funding to purchase a new off-road Police Utility Vehicle. It will be an essential part of our police department operations and would provide a much higher level of visibility and safety for our beach goers. The Police Utility Vehicle allows for up to six passengers giving officers an expanded field of observation and support for lost family members, swimmers in distress, beach violations, and monitoring social distancing measures. The Police Utility Vehicle would allow for a family member to accompany the officers when looking for their lost family members. It will also provide for relief support by having space for drinking water and other necessary water rescue and life saving equipment. This will allow officers to transition from the sandy beaches, into wooded areas not accessible to normal 4x4 police vehicles due to their size. The Police Utility Vehicle will also have the ability to maneuver through large crowds of people as well. The award of this grant money will help increase our ability to areas of our city otherwise unable to be patrolled by normal police 4x4 vehicles.

By the end of October 2020, quotes will be gathered, a vendor selected and a purchase order submitted for one (1) fully equipped Police Utility Vehicle. This vehicle will be ordered by the Project Director and upon delivery, will be assigned to a PCBPD officer and deployed for service in the field by the end of December 2020.

Documentation of deliverables must be maintained by the subrecipient and/or

- - -
-
**Florida Department of Law Enforcement
Justice Assistance Grant - County-wide**

implementing agency and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the City of Panama City Beach Police Department Utility Vehicle upgrade.

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 13065

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 5000

Question: What is the address of the location being used to provide services for this project?

Answer: 17115 Panama City Beach Parkway
Panama City Beach, Florida 32413

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Police Department/City Government

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: City Of Panama City Beach, State of Florida

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: NO

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: No

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: We attend Community Traffic Safety Team Meetings (CTST) once a month, conduct social media activities on a daily basis with important/emergent information, and we deliver food and toys to needy families twice a year; Thanksgiving and Christmas.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: We host an auxiliary police program and a citizens assisting police program (CAP).

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

We host an auxiliary police program and a citizens assisting police program (CAP).

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: With the purchase of the Police Utility Vehicle the PCBPD will achieve greater mobility, life saving capabilities, and law enforcement presence. Additionally, this vehicle will allow officers to transition from the sandy beaches, into wooded areas not accessible to normal 4x4 police vehicles due to their size. The Police Utility Vehicle will also have the ability to maneuver through large crowds of people as well.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: No barriers are expected.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Our agency is currently experiencing Covid-19 challenges which brought out the best in our officers and people from all over the country. We are proud of everyone and appreciate all of the support. We are proud of our Holiday Helpers Program, which supplies food and toys to many needy families. We continually receive funding from the JAG Program to help us fund much needed equipment each year.

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Once the Police Utility Vehicle purchase is made, the equipment will be put into official police service and used for greater off-road mobility, life saving capabilities, and law enforcement presence in Panama City Beach, Florida.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596045116

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$19,770.00	\$0.00	\$19,770.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$19,770.00	\$0.00	\$19,770.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Budget Narrative:

The \$19,770.00 listed in the Operating Capital Outlay category includes all of the following:

- (1)one 2020 Utility Vehicle
- (1)one Windshield
- (1)one Metal Roof
- (1)one set of "Police" decals
- (1)one set of mirrors
- (1)one set of emergency lights and siren

The approximate total cost for the items listed in the above bundle will be \$19,770.00.

Total Grant Operating Capital Outlay Awarded: \$19,770.00

JAG funds will be used to pay for any applicable shipping or freight costs.

The City of Panama City Beach will pay any amount over the grant allocation.

The utility vehicle will come with a standard one year factory warranty.

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section Questions:

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Competitive Bid

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Today's Date : 10-9-2021

Proposal for POLICE UTV

McKibben Powersports of Lake Placid
614 U.S. 27 South
Lake Placid ,FL 33852

2021 Police UTV RFP

- **Category:**Admin
- **RFP Number:**10.14.2020
- **Start Date:**09/28/2020 4:00 PM
- **Close Date:**10/14/2020 10:30 AM

Enclosed is the proposal for our Bid to Furnish the City of Panama City Beach a 2021 Yamaha Viking 6 seater UTV in blue.

The Model # is YXC70VPXLG .

This model matches all of the required specifications under the bid guidelines.

We will also deliver the 2021 Yamaha Viking 6 seater to Panama City Beach with the UTV Emergency Lighting Equipment installed on the blue Yamaha Viking UTV.

The total price for the Proposal is \$19,762 including delivery to Panama city Beach FL.

If you have any questions feel free to contact me @ :

McKibben Powersports of Lake Placid

Dave Farina *Dave Farina*

Dave.farina@mckibbenps.com

Cell # 863-269-7755

EXHIBIT A

McKibben Powersports of Lake Placid

Call Us first, for all of your Powersports needs.

PHONE (863) 699-2453

WWW.MCKIBBENPOWERSPORTSOFLAKEPLACID.COM

Corporate Office	614 U.S. 27 South Lake Placid, FL 33852	Warehouse Office	614 U.S. 27 South Lake Placid, FL 33852
Direct	863-699-2453	Fax	863-699-2639

BID SHEET

DATE 9-Oct-20 PAGE 1 of 1

REQUESTING AGENCY: City of Panama City Beach

CONTACT PERSON: _____
PHONE NUMBER: _____

2021 Yamaha Viking 6 Seater UTV
886CC/AutoMatic/Dumpbed / EPS

MODEL: YXC70VPXLG Spec: _____

Unit will be in Blue!

BASE PRICE: \$13,990.00

--

OPTION #	DESCRIPTION	COST
<u>1XD-F83J0-V0</u>	<u>Fold Down Windshield</u> Installed	<u>\$559.00</u>
<u>FT-VIKE6ROOF</u>	<u>Metal Roof</u> Installed	<u>\$799.00</u>
	<u>Center Rear View Mirror</u> Installed	<u>\$98.00</u>
<u>1XD-F6204-V0-00</u>	<u>Left Side Mirror</u> Installed	<u>\$98.00</u>
<u>1XD-F6205-V0-00</u>	<u>Right Side Mirror</u> Installed	<u>\$98.00</u>
<u>Plastics</u>	<u>Swap to Blue plastics</u> Installed	<u>\$620.00</u>
	<u>UTV Emergency Lighting, Siren Equipment</u> Installed	<u>\$3,500.00</u>

TOTAL OF OPTIONS: \$5,772.00

EXTENDED WARRANTY: _____

SUB TOTAL \$19,762.00

TAX
FLORIDA REGISTRATION QTY 1 Each Tax Exempt Self Register = \$19,762.00

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments: Price includes Delivery to Panama City Beach.
The unit delivered will be a 2021 Yamaha Viking 6 in Blue.

McKibben Motorsports of LP INC DBA McKibben Powersports of LP FEI #66-0485022

VEHICLE QUOTED BY: Dave Farina Outside Salesmanager 863-699-2453
"I Want to be Your Powersports Provider"
Dave.farina@McKibbenps.com

REGULAR AGENDA

ITEM #5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department/Chief Drew Whitman

2. MEETING DATE:

October 22, 2020

3. REQUESTED MOTION/ACTION:

Budget Amendment for FDLE, DOJ, Coronavirus Emergency Supplemental Funding (CESF), Grant Title: 2020 CESF program; Grant #2020-CESF-BAY-2-C9-018

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health Economic Development Quality of Life N/A
- Public Safety Transportation Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Police Department has been approved by the Florida Department of Law Enforcement and the Department of Justice for the Coronavirus Emergency Supplemental Funding (CESF), Grant for reimbursement (Title: 2020 CESF Program; Grant #2020-CESF-BAY-2-C9-018). The subgrant is for the purchase of (1) one Police Utility Vehicle and (5) five Police ATV's. The Request for Proposal (RFP) has been completed and the only/winning bid was from McKibben Powersports of Lake Placid, Florida for \$63,527.00. This amount includes all equipment, installation, and delivery fees. These vehicles are designed to enhance public safety by providing the Beach Police with vehicle mobility on the sandy beaches and confined off-road areas of Panama City Beach. These areas might otherwise be unaccessible to normal police vehicles. This project can begin immediately upon approval of the budget amendment.

RESOLUTION 21-20

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RATIFYING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING IN THE AMOUNT OF \$63,556; AND AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATELY RECOGNIZE RECEIPT AND EXPENDITURE OF THE GRANT FUNDS.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver, and to the extent necessary ratify, on behalf of the City that certain Grant Agreement between the City and the Florida Department of Law Enforcement, relating to the use and acceptance of funds from the Coronavirus Emergency Supplemental Funding (CESF) Program, in the basic amount of Sixty Three Thousand, Five Hundred Fifty Six Dollars (\$63,556.00), in the form attached and presented as Exhibit A to the Council today, draft dated June 26, 2020.
2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City McKibben Powersports of Lake Placid, relating to the purchase of one police utility vehicle and 5 ATVs, in the basic amount of Sixty Three Thousand, Five Hundred Twenty Seven Dollars (\$63,527.00), in substantially the form of the quote attached and presented as Exhibit B to the Council today, draft dated October 9, 2021, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
3. The following budget amendment #6 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, as shown in and in accordance with the attached and incorporated Exhibit C.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Coronavirus Emergency Supplemental Funding (CESF) Program

SPECIAL CONDITIONS

Subrecipient: City of Panama City Beach

Subgrant Number: 2020-CESF-BAY-2-C9-018

Project Title: 2020 CESF PROGRAM

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S42625: Although federal regulations require a three year retention period on all grant records, the State of Florida General Records Schedule GS1-SL for state and local agencies, which is more stringent, requires subgrant recipients to maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for review upon request.

Ref# S42627: At the time of application approval, the subgrantee had not submitted a current EEO Plan (Utilization Report) to the Office of Criminal Justice grants. These documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S42629: The inventory system for the subgrantee does not appear to comply with all federal requirements identified in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.310-316, specifically related to the where the property title vests, as well as location and condition of the property. All subaward equipment tracking and documentation must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S42630: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, specifically: conflict of interest statements (200.318(c)), acquiring duplicative/unnecessary items (200.318(d)), verifying suspension and debarment (200.318(h)), prohibiting geographical preference (200.319(b)), micropurchases (200.320(a)), and small purchases (200.320(b)). All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S42631: At the time of application, the subgrantee indicated their jurisdiction does not have adequate separation of duties related to financial and procurement matters. All subaward transactions must comply with the standards identified in the Office of Management and Budget (OMB), Uniform Grant Requirements, 2 CFR 200.303(a), and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Coronavirus Emergency Supplemental Funding (CESF) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of Panama City Beach

Subgrant Number: 2020-CESF-BAY-2-C9-018


Project Title: 2020 CESF PROGRAM

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

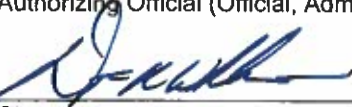
City of Panama City Beach
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)



Signature 06/26/2020
Date

Mark Sheldon City Mayor / Panama City Beach, Florida
Printed Name and Title

Panama City Beach Police Department
Authorizing Official (Official, Administrator, or Designated Representative)



Signature 06/26/2020
Date

Drew R. Whitman Chief of Police / Panama City Beach Police Department
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature Date

Printed Name and Title

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 1: Administration

Subgrant Recipient

Organization Name: City of Panama City Beach
County: Bay

Chief Official

Name: Mark Sheldon
Title: Mayor
Address: 17007 Panama City Beach Parkway
City: Panama City Beach
State: FL **Zip:** 32413-5225
Phone: 850-233-5100 **Ext:**
Fax:
Email: msheldon@pcb.gov.com

Chief Financial Officer

Name: Holly White
Title: City Clerk
Address: 110 South Arnold Road
City: Panama City Beach
State: FL **Zip:** 32413-2140
Phone: 850-233-5054 **Ext:** 2402
Fax: 850-233-5013
Email: hwhite@pcb.gov.com

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 1: Administration

Implementing Agency

Organization Name: Panama City Beach Police Department
County: Bay

Chief Official

Name: Drew Whitman
Title: Chief of Police
Address: 17110 Firenzo Street
City: Panama City Beach
State: FL **Zip:** 32413-2128
Phone: 850-233-5000 **Ext:**
Fax: 850-233-5013
Email: dwhitman@beachpolice.org

Project Director

Name: Richard McClanahan
Title: Captain
Address: 17110 Firenzo Avenue
City: Panama City Beach
State: FL **Zip:** 32413-2128
Phone: 850-233-5000 **Ext:** 6
Fax:
Email: rmccclanahan@beachpolice.org

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 2: Project Overview

General Project Information

Project Title: 2020 CESF PROGRAM
Subgrant Recipient: City of Panama City Beach
Implementing Agency: Panama City Beach Police Department
Project Start Date: 3/20/2020 **End Date:** 9/30/2021

Problem Identification

Panama City Beach, Bay County, Florida has experienced a high number of tourist from all over the world during the COVID-19 outbreak. This resulted in never before measures being taken by our City Council and adherence and enforcement of the Governors orders. One of the major areas impacting the Panama City Beach Police Department was the enforcement of the closure of the beaches and enforcement of the social distancing measures that were set in place by the Governors Executive Order. The enforcement of these orders fell on the responsibility of the Panama City Beach Police Department.

Panama City Beach Florida has experienced a number of difficulties resulting from COVID-19. Due to the COVID-19 outbreak in Panama City Beach, Bay County, Florida, our City Commissioners closed the beaches to the public. One agency was tasked with the closure of the "Sandy portion of Panama City Beach". This encompassed over a 9 mile stretch of beach that required numerous police All Terrain Vehicles (ATV) and police Utility Terrain Vehicles (UTV) to patrol/police the beaches daily preventing the public from going onto the beaches. Due to a shortage of police personnel and police vehicles the Police Department allocated resources from other City Departments putting an even greater strain on the City of Panama City Beach.

Project Summary (Scope of Work)

The City of Panama City Beach will use grant funds to support their police department with equipment to prepare for, prevent, and/or respond to the coronavirus.

Deliverable 1: Grant funds will be used to purchase a Police Utility Terrain Vehicle (UTV) and Police All Terrain Vehicles (ATV) to better adequately provide proper police patrols, enforcement, and police coverage on the "sandy portions of the beach" of the City of Panama City Beach as it relates to COVID closures and ordinances. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, inventory records, and cancelled checks or statements.

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: CESF - Coronavirus Emergency Supplemental Funding

State Purpose Area: 3E - Equipment (OCO)

Objectives and Measures

Objective: Equipment Questions - Questions for all recipients purchasing equipment.

Measure: Equipment 01

Will the applicant expend funds on equipment?

Goal: Yes

Measure: Equipment 02

If yes, how much money is being allocated to purchasing equipment?

Goal: 63556

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596045116

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$63,556.00	\$0.00	\$63,556.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$63,556.00	\$0.00	\$63,556.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 4: Financial (cont.)

Budget Narrative:

Operating Capital Outlay = \$63,556

5 fully equipped All Terrain/Utility Terrain Vehicles for routine police patrol and COVID-related enforcement on beaches.

Grant funds will be used to pay for any applicable shipping or freight charges. Extended warranties (if applicable) will not be requested for reimbursement on the grant.

The City of Panama City Beach is responsible for any amount over the grant allocation of \$63,556.

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 4: Financial

Section Questions:

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 5000

Today's Date : 10-9-2021

Proposal for POLICE UTV & ATV

McKibben Powersports of Lake Placid
614 U.S. 27 South
Lake Placid ,FL 33852

2021 Police UTV & 2021 ATV Request for Bids

- Category:Admin
- RFP Number:10.14.2020 2021 Police UTV & 2021 ATV
- Start Date:09/28/2020 4:15 PM
- Close Date:10/14/2020 10:30 AM

Enclosed is the proposal for our Bid to Furnish the City of Panama City Beach one New 2021 Yamaha Viking 6 seater UTV in blue and (five) New 2021 Honda Rancher 420 4wd ATV'S in blue

The Yamaha Model # is YXC70VPXLG .

The Honda Model # is TRX420FA2M

These model's match the required specifications under the bid guidelines.

We will also deliver the 2021 Yamaha Viking 6 seater to Panama City Beach with the UTV Emergency Lighting Equipment installed on the blue Yamaha Viking UTV.

We will also deliver the 5 2021 Honda Rancher 420's with the lights and siren package installed to Panama City Beach.

The Proposed bid price for the 6 units is \$63,527 .

This Proposal includes delivery to Panama city Beach FL.

If you have any questions feel free to contact me @ :

McKibben Powersports of Lake Placid



Dave Farina

Dave.farina@mckibbenps.com

Cell # 863-269-7755

McKibben Powersports of Lake Placid

Call Us first, for all of your Powersports needs.

PHONE (863) 699-2453

WWW.MCKIBBENPOWERSPORTSOFLAKEPLACID.COM

Corporate	614 U.S. 27 South	614 U.S. 27 South
Office	Lake Placid, FL 33852	Lake Placid, FL 33852
Direct	863-699-2453	Fax 863-699-2639

BID SHEET

DATE 9-Oct-20

PAOB 1 of 1

REQUESTING AGENCY:

City of Panama City Beach

CONTACT PERSON:

PHONE NUMBER:

2021 Yamaha Viking 6 Seater UTV
686CC/AutoMatic/Dumped / EPS

MODEL: YXC70VPXLG
Unit will be In Blue!

Spec: _____

BASE PRICE: \$13,980.00

OPTION #	DESCRIPTION	COST
1XD-F83J0-V0	Fold Down Windshield	Installed \$559.00
FT-VIKE6ROOF	Metal Roof	Installed \$799.00
	Center Rear View Mirror	Installed \$98.00
1XD-F8204-V0-00	Left Side Mirror	Installed \$98.00
1XD-F8205-V0-00	Right Side Mirror	Installed \$620.00
Plastics	Swap to Blue plastics	Installed \$3,500.00
	UTV Emergency Lighting, Siren Equipment	Installed

TOTAL OF OPTIONS:

EXTENDED WARRANTY:

SUB TOTAL

\$5,772.00

\$19,762.00

TAX
FLORIDA REGISTRATION

QTY 1 Each

Tax Exempt
Self Register

\$19,762.00

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments: Price includes Delivery to Panama City Beach.
The unit delivered will be a 2021 Yamaha Viking 6 In Blue.

McKibben Motorsports of LP INC DBA McKibben Powersports of LP FEI #66-0496022

VEHICLE QUOTED BY:

Dave Farina Outside Salesmanager 863-699-2453

"I Want to be Your Powersports Provider"
Dave.farina@McKibbenps.com

McKibben Powersports of Lake Placid

Call Us first, for all of your Powersports needs.

PHONE (863) 699-2453

WWW.mckibbenpowersportsoflakeplacid.COM

Office	614 U.S. 27 South Lake Placid, FL 33852	Mailbox	614 U.S. 27 South Lake Placid, FL 33852
Direct	863-699-2453		Fax 863-699-2639

BID SHEET

DATE 9-Oct-20

PAGE 1 of 1

REQUESTING AGENCY: Panama City Beach

CONTACT PERSON: _____
PHONE NUMBER: _____

2021 Honda Fourtrax Rancher 420 4x4
420CC/ AutoMatic DCT/ EPS

MODEL: TRX420FA2M
Unit will be in Shade Blue

5 UNITS

BASE PRICE: \$7399 ea

OPTION #	DESCRIPTION	Installed	COST
Front Box	Quadboss ATV Rear Storage box	Installed	\$200.00
Rear Box	Quadboss ATV Front Storage box	Installed	\$200.00
	Lights & Sirens		\$954.00

TOTAL OF OPTIONS: \$1,354.00
EXTENDED WARRANTY:
SUB TOTAL \$8,753.00

TAX
FLORIDA REGISTRATION 8753.00 X QTY 5 = \$43,765.00
Tax Exempt
Self Register

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments: Price includes Delivery to Panama Beach Florida.
We will deliver 5 2021 Honda Rancher 420 TRX420FA2M models.

McKibben Motorsports of LP INC DBA McKibben Powersports of LP FEI #65-0495022

VEHICLE QUOTED BY: Dave Farina Outside Salesmanager 863-699-2453
"I Want to be Your Powersports Provider"
Dave.farina@Mckibbenps.com



**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 6

FUND GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO 001-2101-521.64-55	Machinery and Equipment Mach and Equip Grant	0.00	63,556.00	63,556.00
TO 001-0000-331.20-25	Federal Grant Coronavirus ATVs/UTV	0.00	(63,556.00)	(63,556.00)
	Check Adjustment Totals:	0.00	0.00	0.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To approve the award of Coronavirus Emergency Supplemental Funding (CESF) Program; Grant # 2020-CESF-BAY-2-C9-018

in the amount of \$63,556.00; to appropriate the grant funds for the purchase of the equipment contemplated in the grant;

to authorize the purchase of said equipment from McKibben Powersports of Lake Placid in the amount of \$63,527.

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE _____

_____ FINANCE DIRECTOR _____ DATE _____

EXHIBIT C

REGULAR AGENDA

ITEM #6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Panama City Beach Police Department

2. MEETING DATE:
October 22, 2020

3. REQUESTED MOTION/ACTION:

Request Budget Amendment for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility. Project Number 433144-1-8404 Contact Number G1B36

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- N/A
- Public Safety
- Transportation
- Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Police Department has been approved by the Florida Department of Transportation (FDOT) through the Institute of Police Technology and Management (IPTM) at the University of North Florida for the Florida's Bicycle Pedestrian Focused Initiative, for reimbursement (Communication and High Visibility, Project Number 433144-1-8404, Contact Number G1B36). The initiative amount is \$6,590.00 and will be used for overtime salaries and benefits for High Visibility Enforcement (HVE); which are designed to enhance public awareness and compliance of safe driving practices to pedestrian and bicycle crashes and fatalities. The HVE Initiative can begin immediately upon approval of the budget amendment.

NOTE: Project Initiative authorized funding cannot be utilized to supplant an officer's normal scheduled overtime.

RESOLUTION 21-21

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT OF A \$6,590 GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FLORIDA'S BICYCLE PEDESTRIAN FOCUSED INITIATIVE.

WHEREAS, the City has received notification of award of the FLORIDA DEPARTMENT OF TRANSPORTATION Project Number 433144-1-8404 in the amount of Six Thousand Five Hundred Ninety Dollars (\$6,590.00) for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility Enforcement; and

WHEREAS, a budget amendment is necessary to reflect the revenue to be received from the grant, and the expenditure of funds for the purposes requested in the grant agreement.

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

1. The following budget amendment #1 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, as shown in and in accordance with the attached and incorporated Exhibit A, to reflect the revenue to be received from the Grant and its expenditure for the purposes stated therein.
2. This Resolution shall take effect immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By _____
MARK SHELDON, MAYOR

ATTEST:

LYNNE FASONE, CITY CLERK

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 8

FUND	GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.14-10	Salaries Overtime	356,102.00	5,415.00	361,517.00
TO	001-2101-521.21-10	Taxes-FICA	396,644.00	415.00	397,059.00
TO	001-2101-521.22-20	Retirement Sworn PD	597,554.00	760.00	598,314.00
TO	001-0000-342.60-00	Public Safety Chges / DOT Bicycle Pedestrian HVE	0.00	(6,590.00)	(6,590.00)
		Check Adjustment Totals:	1,350,300.00	0.00	1,350,300.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the budget for the contract between the City and FL DOT for the provision of law enforcement support
to reinforce safe pedestrian, bicyclist and driver behaviors within the City's jurisdiction.

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

EXHIBIT A



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

September 28, 2020

Mr. Al Roop, Assistant Director
Institute of Police Technology and Management
University of North Florida
12000 Alumni Drive
Jacksonville, FL 32224

RE: Project Name: Florida's Bicycle Pedestrian Focused Initiative:
Communication and High Visibility Enforcement
Project Number: 433144-1-8404
Contract Number: G1B36

Dear Mr. Roop:

We have reviewed the attached draft subcontract agreement with the **City of Panama City Beach** for High Visibility Enforcement in the amount of \$6,590.00 and it is hereby approved. The subcontract agreement will be effective the date the last party signs it, and only charges incurred for services provided between the date of execution and May 14, 2021 will be allowable for reimbursement.

Please send us a copy of the executed subcontract after it has been signed. We will not be able to process invoices for the services until we receive a copy of the executed subcontract.

If you have any questions, please feel free to contact me at trenda.mcpherson@dot.state.fl.us or (850) 414-4025.

Sincerely,

Trenda McPherson, FCCM
State Bicycle Pedestrian Safety Program Manager

/tm

cc: Project File

Letter of Agreement and Contract

In this contract between the City of Panama City Beach ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 14, 2021.

Total contract amount will not exceed \$6,590.00

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project #433144-1-8404, Contract #G1B36. All services must be completed by May 14, 2021. The final invoice must be received by June 4, 2021 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a grant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2017, 3,135 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (720) and more than 5% were bicyclists (160).

The Purpose of this funding opportunity is to develop and implement effective community level high visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project Goal is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by the Vendor's policies and procedures and must comply with Florida law. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT (each detail location may have different pre-approved days and times of day).
- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details or attendance at required training.
- Each officer is limited to a maximum of six (6) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.). There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*." To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" prior to June 30, 2019. The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.

Note: Due to COVID-19, IPTM reserves the right to substitute the eligibility between the two listed training courses. The four (4) hour classroom-based training and the two (2) hour online refresher training course is provided free of charge through IPTM. Information on how to schedule the four (4) hour classroom-based training or the two (2) hour online refresher training course will be provided to all applicant agencies. The training delivery will be prioritized based on need. Officers are not required to be trained before the agency applies for funding.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*". For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is required to distribute a minimum of two (2) media releases during the contract period. The first required media release announcing that operations are beginning must be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second required media release must include a reminder that details are ongoing. This second media release must be distributed approximately halfway through the contract period. Additional media engagement is strongly encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement must be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed and within +/- \$5.00 of the rates shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

INVOICES

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- Invoice to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to

each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document each detail conducted and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@lntm.org

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved or that take place prior to the date of the approval.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit "C".

As the goal of this initiative is to mitigate traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists, approval decisions must be driven by data and the most severe high crash locations for these types of collisions will receive priority approval. Less severe crash locations and other identified hazardous areas will be approved on a case-by-case basis.

In order to quickly respond to other locations where pedestrian and/or bicyclist serious and fatal injury crashes are developing or worsening, additional HVE locations can receive pre-approval during the contract period. In order to obtain pre-approval of additional locations during the contract period, Vendor must submit a request to IPTM in writing and provide data to support the need. If approved, the location(s) will be added to the Vendor's current executed contract and HVE overtime details will be authorized and reimbursable after the approval date.

All HVE education and enforcement overtime detail locations must be approved by the FDOT.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 70% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received by February 26, 2021.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

**EFFORT SUMMARY
FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE COMMUNICATIONS
AND HIGH VISIBILITY ENFORCEMENT CAMPAIGN**

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- At least two (2) media engagements will be conducted during the contract period.
- Detail Activity Reports will be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms will be provided for each bike light distributed.
- Invoices will be submitted for each month or payroll period in which overtime details were performed.

PERFORMANCE MEASURES

Proof of performance documentation must be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

Total contract amount not to exceed: \$6,590.00

EXHIBIT "C"

**LOCATIONS FOR VENDOR
FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE COMMUNICATIONS
AND HIGH VISIBILITY ENFORCEMENT CAMPAIGN**

Map Location	Roadway Name	From	To	Times	Day
4	Front Beach Road	West of Richard Jackson Pkwy	Gulf Highlands Blvd	1600 - 0000	Sat
6	Front Beach Road	Petrel Street	Hill Road	1600 - 0400	Sat

APPROVED
Joseph
2/2/2020

Letter of Agreement and Contract

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

Designated by:

Vince Smyth

6A7E36787320478

SCA Vince Smyth, Associate Vice President

10/1/2020

Date

Cameron Pucci

Cameron Pucci, Director

9/30/2020

Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Panama City Beach

Address: 17115 Panama City Beach Pkwy., Panama City Beach, FL 32413

Tony O'Rourke

Vendor's Authorized Agent Signature

September 28, 2020

Date

Tony O'Rourke

Printed Name

City Manager

Title

Tony O'Rourke 28 Sept 2020
STATE BICYCLE PERMIT
CAPTAIN / CITY MANAGER

FDOT APPROVAL

Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G1B36
State and Federal Requirements:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

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

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

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING REQUIREMENTS:

Failure to submit progress reports and invoices as outlined in the Letter of Agreement and Contract may result in termination of the agreement; may render the vendor ineligible for reimbursement of expenses; and may render the vendor ineligible for future consideration for funding under this program. If the contract is terminated, the funds may be reallocated to other contracts. Invoices must be submitted as outlined in the Letter of Agreement and Contract, must meet the timeline established in the attached contract for services, and must include all required documentation as outlined in the contract for services. All invoices must contain the full details of each expenditure sufficient to support a proper pre-audit and post audit based on the scope of work and services identified in the Letter of Agreement and Contract.

All invoices shall be signed by an Authorized Representative of the vendor or their delegate.

Payment will be made only after receipt and approval of goods and services as outlined in the attached contract and exhibits. If the University determines that the performance of the vendor is unsatisfactory, the University shall notify the vendor of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the University.

The vendor shall, within five days after notice from the University, provide the University with a corrective action plan describing how the vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

If the corrective action plan is unacceptable to the University, the vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoices for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency.

If the deficiency is subsequently resolved, the vendor may bill the University for the retained amount during the next billing period. If the vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the contract's term.

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

The vendor shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of contracted funds and required expenditures. All monies spent on this contract shall be disbursed in accordance with provisions of the contract scope of work as approved by the University and FDOT State Safety Office Program Manager and must meet all state and federal regulations attached or referenced in this contract.

All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law). The vendor agrees to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this contract pursuant to sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes.

(a) Section 287.133 (2)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) Section 287.134 (2)(a), F.S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a

public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

All invoices for services shall contain the following certification statement and must be signed by the vendor's financial representative:

"All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted."

The University and FDOT State Safety Office shall review and approve in writing all amendments to consultant and contractual service agreements prior to execution. Only amendments to the contract which achieve or improve upon the outcome of the project as determined by the funding agency and any state or federal regulations that govern such changes will be considered for approval.

Requests for amendment shall be in the form of a written request signed by the Authorized Representative of the vendor. Delegations of signature authority will not be accepted for amendment requests without prior written approval.

Approval of this contractual service agreement does not constitute approval of amendments to the contract. Any contract amendment executed without prior written approval of the University and FDOT State Safety Office will not be reimbursable under this contract.

The allowability of costs incurred under any contract shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable State and Federal Law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable State and Federal Law will be subject to repayment by the vendor. Only costs directly related to the approved scope of services within the attached contract shall be allowable.

The State of Florida's performance and obligation to reimburse the vendor shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace, herein incorporated by reference, the vendor shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The sub-recipients or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000).

If a vendor has not commenced within 30 days after the acceptance of the contract, the vendor shall report by letter the steps taken to initiate the work, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the contract, services as described herein has not begun, a further statement of implementation delay will be submitted by the vendor to the University. The vendor agrees that if the letter is not received in the 60 days, the University may cancel the contract. The University, or the FDOT State Safety Office Program Manager, where warranted by excusable delay, may extend the implementation date of the project past the 60-day period. In this case, formal written approval will be provided to the vendor from the University or FDOT State Safety Office Program Manager.

Funds may not be obligated prior to the effective date or subsequent to the end date of the contract service period. Only costs incurred on or after the effective date of the contract and on or prior to the end date of the contract are eligible for payment. A cost is incurred when the vendor's employee or approved subcontractor performs the services required or when goods are received by the vendor, notwithstanding the date of order.

In the event of default, noncompliance, or violation of any provision of this contract by the vendor, the vendor's consultant(s) or contractor(s) and supplier(s), the vendor agrees that the University will impose sanctions. Such sanctions include withholding of payment, retainage, cancellation, termination, or suspension of the contract in whole or in part. In such an event, the University shall notify the vendor of such default 30 days in advance of the effective date of such sanction. The sanctions imposed by the University will be based upon the severity of the violation, the ability to remedy, and the effect on contract performance. The vendor shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

The University, Florida Department of Transportation, Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access to all books, documents, papers, and records of the vendor pertaining to this contract, and to relevant books and records of the vendor, and its consultants and contractors under this contract, for the purpose of audit and examination as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures may include, on-site visits by University staff, limited scope audits as defined by 2 CFR Part 200, and status checks of contract activity via telephone calls from University staff to vendors. By entering into this contract, the vendor agrees to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the contract is performed, the vendor agrees to bring the project into compliance with the contractual service agreement. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The vendor agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the vendor receives a public records request concerning its work undertaken pursuant to this contract, the vendor must take appropriate action as required by Chapter 119, Florida Statutes.

The University shall unilaterally cancel this contract if the vendor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the vendor in conjunction with this contract.

Records of costs incurred under the terms of this contract shall be maintained and made available upon request to the University at all times during the period of this contract and for five years after final payment is made. Copies of these documents and records shall be furnished to the University upon request. Records of costs incurred include the vendor's general accounting records and the contract records, together with supporting documents and records, of the vendor and all subcontractors performing work on the contract, and all other records of the vendor and subcontractors considered necessary by the University for a proper audit of costs.

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

(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by University staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to contracts issued pursuant to Federal awards provided through the University. By entering into this contract, the vendor agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the University. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the University, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The vendor, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a sub-recipient of a contract pursuant to a Federal award awarded by the University is subject to the following requirements:

(1) In the event the vendor expends a total amount of contracted funds pursuant to a Federal award equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the vendor must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. This contract provides the required Federal award identification information needed by the vendor to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining contracted funds pursuant to Federal awards expended in a fiscal year, the vendor must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the University by this contract. The determination of amounts of Federally awarded funds expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

(2) In connection with the audit requirements, the vendor shall fulfill the requirements relative to the audit responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

(3) In the event the vendor expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the vendor is exempt from Federal audit requirements for that fiscal year. However, the vendor must provide a single audit exemption statement to the Florida Department of Transportation at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the sub-recipient's audit period for each applicable audit year. In the event the sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the vendors resources obtained from other than Federal entities).

(4) The vendor must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://www.farvestor.com/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Florida Department of Transportation requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

(5) Within six months of acceptance of the audit report by the FAC, the Florida Department of Transportation will review the sub-recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the University by this contract. If the vendor fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the University may impose additional conditions to remedy noncompliance. If the University or the Florida Department of Transportation determines that noncompliance cannot be remedied by imposing additional conditions, the University may take appropriate actions to ensure compliance, which actions may include but not be limited to the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action by the University;
- b. Disallow (deny the use of funds for) all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the contract;
- d. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the University or the Florida Department of Transportation, recommend such a proceeding be initiated by the Federal awarding agency);
- e. Withhold further contracts pursuant to Federal awards for the project or program;
- f. Take other remedies that may be legally available.

(6) As a condition of receiving this contract, the vendor shall permit the University, or its designee, the CFO or State of Florida Auditor General access in the vendors records including financial statements, the independent auditor's working papers and contract records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(7) The contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

(8) The vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. The vendor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued and shall allow the University, or its designee, the CFO or State of Florida Auditor General access to such

records upon request. The vendor shall ensure that the audit working papers are made available to the University, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the University.

The vendor shall establish and administer a system to control, protect, preserve, use, and maintain and track any property or materials purchased pursuant to this contract.

Any dispute, disagreement, or question of fact arising under the contract may be addressed to the Program Manager in the FDOT State Safety Office in writing. The Program Manager's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Address' are:

Florida Department of Transportation
Attn: Tronda McPherson, State Bicycle/Pedestrian Safety Program Manager
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The vendor shall proceed diligently with the performance of the work in accordance with the contract and in accordance with the decision(s) resulting from dispute resolution.

Conferences may be held at the request of any party to this contract. Representatives of the University, Florida Department of Transportation, or the U.S. Department of Transportation (USDOT), or all the above, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

Subject to the limitations of Section 768.28, Florida Statutes, the vendor and any subcontractors that are party to this contract shall be required to defend, hold harmless and indemnify the University, the Florida Department of Transportation, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of the vendor, its contractor, consultant, agents and employees. The vendor and its contractors, consultants, agents, or employees shall be liable for any loss of, or damage to, any material purchased or developed under this contract which is caused by the vendor and its contractors, consultants, agents, or employees failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise. The parties executing this contract specifically agree that no provision in this contract is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

Disadvantaged Business Enterprises (DBE)

(a) The vendor and its contractors, consultants, agents, or employees agree to the following assurance: The vendor, its contractors, consultants, agents, or employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The vendor shall take all necessary and reasonable steps under 49 CFR, Part 2 to ensure nondiscrimination in the administration of USDOT assisted contracts. Implementation of this contract is a legal obligation and failure to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the sub-recipient, its implementing agency, or the Department deems appropriate. Upon notification to the vendor of its failure to carry out its approved contractual services, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The vendor and its contractors, consultants, agents, or employees agree to include the following assurance in each subcontract with a consultant or contractor and to require the consultant or subcontractor to include this assurance in all subsequent contracts:

The vendor, and its contractors, consultants, agents, or employees agree to comply and require consultants and subcontractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

No funds contracted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies. Section 216.147, Florida Statutes.

None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

If any provision of this contract is held invalid, the remainder of this contract shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

Outreach items cannot be freely distributed to the public without any action on a vendor's part. Persons receiving outreach items should interact with the vendor in some manner related to the goal of the contract to receive them. The results of each interactive activity must be reported in the monthly performance report.

For contracts in excess of \$100,000 the vendor and its contractors, consultants, agents, or employees agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The vendor shall include this provision in all subcontract awards in excess of \$100,000.

The vendor and its contractors, consultants, agents, or employees agree that the University shall find the vendor and its contractors, consultants, agents, or employees ineligible for future funding for any of the following reasons:

- o Failure to provide the required audits
- o Failure to provide required reports in the required time frame
- o Failure to perform work described in the contract scope of services
- o Providing fraudulent reports or invoices
- o Misuse of materials or equipment provided through this contract

Each vendor and its contractors, consultants, and/or agents, shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the vendor and/or contractor, consultant, or agent and made available for review if requested.

No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this contract, or any project, program, or activity that receives or benefits from this contract. The vendor and its contractors, consultants, agents, or employees agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

Vendors shall

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract;
- (b) Expressly require any subcontractors performing work or providing services pursuant to the above contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The vendor and its contractors, consultants, agents, or employees unilaterally agree to comply with all State and Federal Regulations referenced within and pursuant to this contract.

Vendors will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects) 500-065-01 SAFETY 04/17 19
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- (h) Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, US DOT or NHTSA

(d) That, in event a vendor fails to comply with any nondiscrimination provisions in this contract, the University will have the right to impose such contract sanctions as it, the Florida Department of Transportation, or USDOT determine are appropriate, including but not limited to withholding payments to the vendor under the contract/agreement until the vendor complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part

(e) To insert this clause, including paragraphs "a" through "e", in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this contract

The vendor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. 500-065-01 SAFETY 04/17 20 49. Certification Regarding Federal Lobbying. The vendor certifies, in the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

REGULAR AGENDA

ITEM #7



City of Panama City Beach

October 22, 2020

TO: Mayor and City Council

FROM: City Manager Tony O'Rourke *TOE*

RE: Aaron Bessant Park Blackout Date and Capacity Limits

In December 2003 the City of Panama City Beach entered into a Management Plan with the Florida Communities Trust (FCT), based on a FCT Grant Agreement consisting of 96 acres and three distinct areas within the heart of the City. The plan consisted of beachfront parcels on Front Beach Road (7.8 acres), Aaron Bessant Festival Grounds (58 acres) and the Frank Brown Park Addition (30 acres).

The FCT-City partnership was to create a "community centerpiece" that would revitalize the Pier Park area and provide enhanced recreational and educational opportunity to the residents and visitors to the City.

The agreement specifically states "The Aaron Bessant Festival Grounds have been designed to accommodate various outdoor recreational activities and uses," and that "[the] City intends to hold a variety of large festivals and shows throughout the year." The plan further states the City will conduct "weekly music in the park," and events at Aaron Bessant will be limited to no more than 7,500 people.

In May 2012 the Panama City Beach City Council authorized the attached revision to the 2003 Management Plan and received FCT concurrence with the amended plan on July 12, 2012. The most salient amendments to the plan were blackout dates prohibiting small (less than 4,500 attendees) and medium park activity events (4,500 to 7,500) between March 1 to April 15 and Memorial Day weekend in Aaron Bessant Park.

In addition, the City Council prohibited medium park activity events (4,500 to 7,500 attendees) from June 10 to August 10, except if City Council deemed an event an extraordinary opportunity, and Fourth of July fireworks.

On September 22, 2016, the City Council adopted a resolution permitting small or medium park activity events in Aaron Bessant Park between March 1 and April 15 and Memorial Day weekend, as long as they were sponsored by the City.

Another recommended revision to the Aaron Bessant Management Plan is to modify its capacity limit of 7,500. A number of large events, such as the Seabreeze Jazz Festival and Trump rallies, demonstrate the Aaron Bessant festival area is capable of hosting more than 7,500. In the commercial live-music industry, 10,000 capacity is considered a minimum capacity to stage large popular music acts. Existing parking capacity and shuttle service from Frank Brown Park could easily accommodate an additional 2,500 attendees.

Given the City since 2012 has evolved into a year-round family-friendly destination attracting over 4 million guests, and in a position to manage larger events, it is better positioned to realize the City and FCT Management Plan goal of creating a "community centerpiece" at Aaron Bessant Park with various outdoor recreational activities and uses. It would appear the City's 2012 and 2016 Aaron Bessant Park "black-out date policies and 7,500 attendance capacity limit, are both inconsistent with the mission and purpose of Aaron Bessant Park and the large year-round destination market Panama City Beach has become.

To that end, staff would recommend the City Council repeal the Aaron Bessant Park blackout dates on small and medium park events between March 1-April 15, Memorial Day weekend, and June 10 to August 10, except for City-sponsored small or medium park activities, and increase attendance capacity from 7,500 to 10,000.

Events at Aaron Bessant Park can be properly managed by existing operational policies and the City's Special Event Ordinance, including that all Aaron Bessant festivals and one-off events are required to close by 11 p.m. and all other park activities are to follow residential noise guidelines after 11 p.m. on Friday and Saturday and evenings of legal holidays, and at 10 p.m. on all other evenings.

Staff recommends forwarding a request to the FCT to review and modify its Management Plan to accommodate year-round small and medium park events at Aaron Bessant Park with a capacity not to exceed 10,000.



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

July 12, 2012

Richard E Jackson, City Manager
City of Panama City Beach
116 South Arnold Road
Panama City Beach, Florida 32413

RE: Modification to the Management Plan
Pier Park
FCT Project # 01-150-FF1

Dear Mr. Jackson:

This is in response to your letter and revised plan dated July 9, 2012. Thank you for submitting your revisions to the draft management plan modification to the Florida Communities Trust (FCT). We have reviewed the revised plan and found that it adequately addresses the issues identified by staff; therefore, we have approved the revised plan.

Florida Communities Trust staff reviewed the proposal for consistency with the original application, the Grant Award Agreement, and the approved management plan. Staff finds the proposed use is consistent with the approved project.

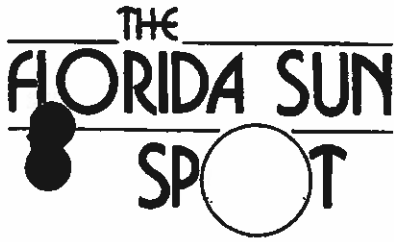
If you have any questions concerning this matter, please contact Cheri Albin at (850) 245-2686 or cheri.albin@dep.state.fl.us.

Sincerely,

Grant Gelhardt
Environmental Administrator

GG/ca

cc: Mario Gisbert, Assistant City Manager



PANAMA CITY BEACH

Home of the World's Most Beautiful Beach

July 10, 2012

Mr. Grant Gelhardt
FL Dept of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399

RE: Updated Management Plan

Dear Mr. Gelhardt,

Thank you for all your patience and assistance in reviewing and considering the City's plans to update the special facility and natural resources asset FCT helped the City develop a decade ago.

At long last, I am pleased to furnish for your files an updated Management Plan dated July 9, 2012. I believe you will find that it incorporates all the matters we have discussed. Some time ago, the City Council authorized staff to update the 2003 Management Plan and request FCT's concurrence with the Plan. I write now to request that approval and concurrence. We plan and hope to begin the improvements immediately, so your prompt reply would be greatly appreciated. Attached to this letter is the signed Resolution 12-99 adopted June 28, 2012, in which the City Council approved moving forward with the project.

With all good wishes and thank you again.

Sincerely,

Richard E. Jackson, City Manager
City of Panama City Beach

RECEIVED

JUL 11 2012

Florida Communities Trust

Mayor
Gayle F. Oberst

Vice Mayor
John Reichard

Council
Rick Russell Keith Curry
Josie B. Strange

City Attorney
Doug Sale

City Manager
Richard E. Jackson

City Clerk
Holly J. White

Operational Policies for Aaron Bessant Park

Mission Statement for the Park:

To preserve designated wetlands and conservation areas and provide publicly available open spaces, fields, lawns and improvements for passive public recreation, public team sports practice and play, smaller team sports tournaments, and smaller festivals, concerts, plays and special events, all to enhance the quality of life for local residents and, during seasons when the City is able to accommodate more visitors, to attract tourists.

Operational Policies:

1. These Operational Policies shall serve as guidelines for the development of specific "Operational Standards" to be incorporated into resolutions, event contracts, the Park Management Plan and Park rules and regulations, as appropriate.
2. Activities within the Park shall be classified as follows, each a "Park Activity" or "Activity":
 - a. Team practice or intramural games
 - b. Sports tournaments
 - c. Festivals
 - i. ticketed with a limited number of tickets
 - ii. open admission, regardless of price
 - d. Concerts, plays and other "one-off" activities (typically less than 4 hours and each a "One-Off Activity")
 - i. ticketed with a limited number of tickets
 - ii. open admission, regardless of price
 - e. Community activities (such as Heart Walk, graduation, or a health fair)
 - f. Other group organized activities, including private invitation only events occupying only a portion of the Park (such as birthday parties, weddings)
3. Park Activities may be classified as Small or Medium
 - a. Small: More than 500 attendees per hour but less than 4,500 attendees per day
 - b. Medium: Between 4,500 and 7,500 attendees per day (generally a Park "Event" under the Park Management Plan)
 - c. No Park Activities larger than 7,500 attendees per day

- d. Larger activities shall be held at Frank Brown Park
4. The following activities shall not be considered a "Park Activity" regulated by these policies.
- a. Park Activities with less than 500 attendees per hour (i.e. smaller than Small)
 - b. Activities which historically have surrounded the Park but not been centered on the Park, specifically:
 - i. Fourth of July fireworks
 - ii. New Year's Eve Ball Drop
 - c. Note: the threshold to become a "Special Event" under the Special Event Ordinance is 500 attendees in any hour.
5. Operational Standards shall prohibit certain activities in the Park, including without limitation:
- a. Motorized vehicles except in designated vehicular access and parking areas, and as necessary during set up, take down and routine maintenance.
 - b. Discharge of firearms (the City acting in its proprietary not in its police or regulatory capacity).
6. Operational Standards shall include the following "Black-Out Dates" during which no Medium or Small Park Activity shall be held.
- a. Spring Break (typically first week of March through first two weeks of April, subject to adjustment by resolution of the City Council.
 - b. Memorial Day Weekend
7. Operational Standards shall include the following "Black-Out Dates" during which no Medium Park Activity shall be held.
- a. June 10 through August 10.
 - b. Exception may be made by the City Council for an extraordinary opportunity for a One-Off Activity which is widely supported by the community as benefit to their quality of life even though there is no need to attract additional tourists. All other applicable standards shall apply.
8. Operational Standards shall require parking and traffic control for all Park Activities, as follows:
- a. Small Activities, ticketed and open:
 - i. Adequate onsite parking

- ii. Adequate signage to direct traffic.
 - iii. Adequate personnel to direct traffic in parking lots and contingency plans to provide additional personnel to direct traffic in roadways and intersections.
 - iv. Less stringent requirements may be adequate for a ticketed Small Activity with a corresponding limit placed upon the number of tickets.
 - v. A full day or a multi-day Activity will require more careful attention and more strict standards for both routine and contingency parking and vehicular access plans than a One-Off Activity.
- b. Medium Activities, ticketed and open:
- i. Adequate onsite and contingency plans for off-site parking including stand-by busses.
 - ii. Adequate signage to direct traffic.
 - iii. Adequate personnel to direct traffic in parking lots, roadways and intersections.
 - iv. Less stringent requirements may be adequate for a ticketed Medium Activity with a corresponding limit placed upon the number of tickets.
 - v. A full day or a multi-day Activity will require more careful attention and more strict standards for both routine and contingency parking and vehicular access plans than a One-Off Activity.
- c. Note: Vehicular access to the Park will be at the intersection of West Park Drive and L. C. Hilton. In addition, north access may be acquired from Pier Park Drive and Back Beach Road.
9. Operational standards for all Medium Activities shall require contingency plans for private funding of security forces to maintain crowd-control.
10. Many Park Activities will be "Special Events" as defined in the Special Event Ordinance and, of course will have to comply with the Special Events Ordinance. However, the Sound Ordinance exempts "Special Events" covered by the Special Events Ordinance. Operational Standards should be established to regulate sound in the Park, and a version of those standards can be incorporated into the Special Events ordinance to cover sound from Special Events anywhere in the City.
11. Operational standards shall require all One-Off Activities and Festivals to close by 11:00 PM and all other Park Activities (such as a sports tournament or a private, invitation only

Activity) to follow residential noise guidelines after 11:00 pm on Friday evenings, Saturday evenings and the evening of legal holidays, and at 10:00 pm on all other evenings.

12. Operational standards shall prohibit excessive glare toward the beach from temporary night lighting during sea turtle nesting season, the same standards as are applied in Pier Park we assume.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINSTRATION/MARIO GISBERT

2. MEETING DATE:
SEPTEMBER 22, 2016

3. REQUESTED MOTION/ACTION:

APPROVE AMENDMENT TO OPERATIONAL POLICIES TO AARON BESSANT PARK TO PERMIT CITY SPONSORED EVENTS DURING THE SPRING BREAK BLACKOUT PERIOD

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 24, 2012, the City adopted Operational Policies for Aaron Bessant Park, which provide Black Out Dates for Medium and Small park activities during Spring Break (generally the first week in March through the first two weeks of April). At its last meeting on September 8, the City Council directed staff to update the Operational Policies for Aaron Bessant Park to allow for events meeting certain standards to be presented during the Spring Break period.

Attached for your review and consideration is an update to the Operational Policies making exception for City sponsored events. While a departure from the Council's perceived desire to allow private events during this time, the legally safest course is to simply allow the City to use its facility for its own events. Although unsolicited by the Council, a minor amendment is also proposed by staff to eliminate reference to a definition of special event no longer in effect.

RESOLUTION 16-121

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, AMENDING THE AARON BESSANT PARK OPERATIONAL POLICIES TO PERMIT CITY SPONSORED ACTIVITIES DURING THE SPRING BLACKOUT PERIOD, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on May 24, 2012, the City adopted Operational Policies for Aaron Bessant Park, which provide Black Out Dates for Medium and Small park activities, being Spring Break (generally the first week in March through the first two weeks of April) and Memorial Day; and

WHEREAS, the City Council would like to update the Operational Policies for Aaron Bessant Park to allow for City sponsored events to be presented during the Spring Break period.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida, that the City's Operational Policies for Aaron Bessant Park shall be revised to read as follows (new text bold and underlined, deleted text ~~struckthrough~~)

4. The following activities shall not be considered a "Park Activity" regulated by these policies.
 - a. Park Activities with less than 500 attendees per hour (i.e. smaller than Small)
 - b. Activities which historically have surrounded the Park but not been centered on the Park, specifically:
 - i. Fourth of July fireworks
 - ii. New Year's Eve Ball Drop
 - c. ~~Note: the threshold to become a "Special Event" under the Special Event Ordinance is 500 attendees in any hour.~~

6. Operational Standards shall include the following "Black-Out Dates" during which no Medium or Small Park Activity shall be held except Activities sponsored by the City.
 - a. Spring Break (typically first week of March through first two weeks of April, subject to adjustment by resolution of the City Council.
 - b. Memorial Day Weekend.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 20th day of September, 2016.

CITY OF PANAMA CITY BEACH

By: Mike Thomas
Mike Thomas, Mayor

ATTEST:

Diane B. Fowler
Diane Fowler, City Clerk

RESOLUTION 21-22

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE AARON BESSANT PARK OPERATIONAL POLICIES TO REMOVE BLACKOUT DATES AND INCREASE PARK CAPACITY; DIRECTING THE APPROPRIATE OFFICERS OF THE CITY TO MAKE CONFORMING AMENDMENTS TO THE CITY'S FCT MANAGEMENT PLAN AND TO SUBMIT SAME TO THE FLORIDA COMMUNITIES TRUST.

WHEREAS, in December 2003, the City entered into a Management Plan with the Florida Communities Trust regarding the use and preservation of 96 acres of land in and around Pier Park as a community centerpiece for enhanced recreational and educational opportunity to the residents of and visitors to the City; and

WHEREAS, on May 24, 2012, during the period of construction of the Aaron Bessant Park Amphitheater, the City adopted Operational Policies for Aaron Bessant Park, which among other things, established Spring and Summer Blackout Dates for events that might be held in the Park; and

WHEREAS, on September 22, 2016, the Council revised the Operational Policies to permit certain City sponsored events to be held during the Spring Blackout Period; and

WHEREAS, since 2016, the City has begun evolving into a year-round, family-friendly destination, and has adopted policies and increased personnel such that the City is now better positioned to realize the goals of the Management Plan which contemplate, among other things, "a variety of large festivals and shows throughout the year," and "weekly music in the park"; and

WHEREAS, City Staff has observed that the Aaron Bessant Park

attendance cap of 7,500 set forth in the Operational Policies and Management Plan does not max out the capacity of the Aaron Bessant Park, and estimates that 10,000 persons reflects a truer maximum capacity of the park for festivals and events; and

WHEREAS, the City desires to amend the Management Plan and Aaron Bessant Operational Policies to remove the Blackout Dates and increase park capacity.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida, that the City's Operational Policies for Aaron Bessant Park, dated October 14, 2020 are hereby approved, in the form attached and presented as Exhibit A to the Council today.

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are directed to make conforming changes to the Management Plan as it regards the use and capacity of Aaron Bessant Park and to forward such modifications to the Florida Communities Trust and any other interested parties.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Operational Policies for Aaron Bessant Park

Mission Statement for the Park:

To preserve designated wetlands and conservation areas and provide publicly available open spaces, fields, lawns and improvements for passive public recreation, public team sports practice and play, smaller team sports tournaments, and smaller festivals, concerts, plays and special events, all to enhance the quality of life for local residents and, during seasons when the City is able to accommodate more visitors, to attract tourists.

Operational Policies:

1. These Operational Policies shall serve as guidelines for the development of specific "Operational Standards" to be incorporated into resolutions, event contracts, the Park Management Plan and Park rules and regulations, as appropriate.
2. Activities within the Park shall be classified as follows, each a "Park Activity" or "Activity":
 - a. Team practice or intramural games
 - b. Sports tournaments
 - c. Festivals
 - i. ticketed with a limited number of tickets
 - ii. open admission, regardless of price
 - d. Concerts, plays and other "one-off" activities (typically less than 4 hours and each a "One-Off Activity")
 - i. ticketed with a limited number of tickets
 - ii. open admission, regardless of price
 - e. Community activities (such as Heart Walk, graduation, or a health fair)
 - f. Other group organized activities, including private invitation only events occupying only a portion of the Park (such as birthday parties, weddings)
3. Park Activities may be classified as Small or Medium
 - a. Small: More than 500 attendees per hour but less than 4,500 attendees per day
 - b. Medium: Between 4,500 and ~~7,500~~ 10,000 attendees per day (generally a Park "Event" under the Park Management Plan)
 - c. No Park Activities larger than 7,500 10,000 attendees per day
 - d. Larger activities shall be held at Frank Brown Park

4. The following activities shall not be considered a "Park Activity" regulated by these policies.
 - a. Park Activities with less than 500 attendees per hour (i.e. smaller than Small)
 - b. Activities which historically have surrounded the Park but not been centered on the Park, specifically:
 - i. Fourth of July fireworks
 - ii. New Year's Eve Ball Drop
5. Operational Standards shall prohibit certain activities in the Park, including without limitation:
 - a. Motorized vehicles except in designated vehicular access and parking areas, and as necessary during set up, take down and routine maintenance.
 - b. Discharge of firearms (the City acting in its proprietary not in its police or regulatory capacity).
- ~~6. Operational Standards shall include the following "Black Out Dates" during which no Medium or Small Park Activity shall be held except Activities sponsored by the City.~~
 - ~~a. Spring Break (typically first week of March through first two weeks of April, subject to adjustment by Resolution of the City Council)~~
 - ~~b. Memorial Day Weekend~~
- ~~7. Operational Standards shall include the following "Black Out Dates" during which no Medium Park Activity shall be held.~~
 - ~~a. June 10 through August 10.~~
 - ~~b. Exception may be made by the City Council for an extraordinary opportunity for a One Off Activity which is widely supported by the community as benefit to their quality of life even though there is no need to attract additional tourists. All other applicable standards shall apply.~~
8. 6. Operational Standards shall require parking and traffic control for all Park Activities, as follows:
 - a. Small Activities, ticketed and open:
 - i. Adequate onsite parking
 - ii. Adequate signage to direct traffic.
 - iii. Adequate personnel to direct traffic in parking lots and contingency plans to provide additional personnel to direct traffic in roadways and intersections.

- iv. Less stringent requirements may be adequate for a ticketed Small Activity with a corresponding limit placed upon the number of tickets.
 - v. A full day or a multi-day Activity will require more careful attention and more strict standards for both routine and contingency parking and vehicular access plans than a One-Off Activity.
- b. Medium Activities, ticketed and open:
- i. Adequate onsite and contingency plans for off-site parking including stand-by busses.
 - ii. Adequate signage to direct traffic.
 - iii. Adequate personnel to direct traffic in parking lots, roadways and intersections.
 - iv. Less stringent requirements may be adequate for a ticketed Medium Activity with a corresponding limit placed upon the number of tickets.
 - v. A full day or a multi-day Activity will require more careful attention and more strict standards for both routine and contingency parking and vehicular access plans than a One-Off Activity.
- c. Note: Vehicular access to the Park will be at the intersection of West Park Drive and L. C. Hilton. In addition, north access may be acquired from Pier Park Drive and Back Beach Road.
9. 7. Operational standards for all Medium Activities shall require contingency plans for private funding of security forces to maintain crowd-control.
10. 8. Many Park Activities will be "Special Events" as defined in the Special Event Ordinance and, of course will have to comply with the Special Events Ordinance. However, the Sound Ordinance exempts "Special Events" covered by the Special Events Ordinance. Operational Standards should be established to regulate sound in the Park, and a version of those standards can be incorporated into the Special Events ordinance to cover sound from Special Events anywhere in the City.
11. 9. Operational standards shall require all One-Off Activities and Festivals to close by 11:00 PM and all other Park Activities (such as a sports tournament or a private, invitation only Activity) to follow residential noise guidelines after 11:00 pm on Friday evenings, Saturday evenings and the evening of legal holidays, and at 10:00 pm on all other evenings.

12. **10.** Operational standards shall prohibit excessive glare toward the beach from temporary night lighting during sea turtle nesting season, the same standards as are applied in Pier Park we assume.

REGULAR AGENDA

ITEM #8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Community Redevelopment Agency (CRA)/David O. Campbell

2. MEETING DATE:

October 22, 2020

3. REQUESTED MOTION/ACTION:

Approve a Resolution for a joint use stormwater pond located in Front Beach Road Segment 2, between the City and Long Beach Lagoon Developers

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?

- YES NO N/A
 DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- N/A
- Public Safety
- Transportation
- Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Long Beach Lagoon Developers have proposed to relocate the CRA Stormwater Pond located in Segment 2 in order to allow for access to the Developers Parcels, and expand, for the purpose of providing sufficient capacity for the development of the their Parcels and maintain the City's current capacity in the City's Stormwater Pond for the mutual benefit of the parties.

The developers will construct a larger pond in another location that will have sufficient capacity for the new development as well as the capacity needed for Front Beach Road Segment 2. The developers have agreed to maintain the stormwater pond and provide the City a perpetual easement to the facility.

Staff Recommends approval of the resolution.

Attachments:

- Aerial exhibit of the current pond location
- Stormwater construction easement
- Resolution



CRA FRONT BEACH ROAD SEGMENT 2 POND LOCATION

RESOLUTION 21-23

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING AN AGREEMENT WITH PCGV, LLC
RELATED TO THAT ENTITY'S CONSTRUCTION AND
RELOCATION OF A CITY STORMWATER POND.**

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and PCGV, LLC, relating to the construction and relocation of a City stormwater pond as part of the Long Beach Lagoon development, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

STORMWATER CONSTRUCTION AGREEMENT

THIS AGREEMENT (the "Agreement") is made this ____ day of _____, 2020, between **PCGV, LLC**, a Florida limited liability company whose address is PO Box 4087, Gulf Shores, AL 36542 (hereinafter referred to as "Developer"), and **CITY OF PANAMA CITY BEACH**, a municipality created by the State of Florida, whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 (hereinafter referred to as the "City").

WHEREAS, Developer is the fee simple owner of several parcels of real property described in Exhibit "A" attached hereto and incorporated by reference herein (hereinafter referred to as the "PCGV Parcels") upon which Developer desires to establish a multi-use development project called "Long Beach Lagoon" (the "Project") for which the City's Planning Board issued a Development Order approving the Project Master Plan on _____; and

WHEREAS, City is the fee simple owner of a parcel of real property described in Exhibit "B" attached hereto and incorporated by reference herein, which is contiguous to the PCGV Parcels, and upon which the City has constructed a stormwater management facility (the "City Stormwater Pond") to support its Front Beach Road Segment 2 ROW Improvement Project (the "City Stormwater Parcel"); and

WHEREAS, the placement of the City's Stormwater Parcel eliminates vehicular access across the PCGV Parcels from Front Beach Road to Churchwell Drive and Hutchison Boulevard; and

WHEREAS, the City and PCGV's predecessor in title agreed upon a joint use of the City Stormwater Pond, which inures to the benefit of Developer as the current fee simple owner of the PCGV Parcels; and

WHEREAS, Developer has proposed to relocate, in order to allow for access to the PCGV Parcels, and expand, for the purpose of providing sufficient capacity for the development of the PCGV Parcels and maintaining the City's current capacity, the City's Stormwater Pond (the "Expanded Stormwater Pond") for the mutual benefit of the parties, which the City finds will be in the best interests of the public if certain conditions are met; and

WHEREAS, in order to accomplish the mutual benefits for the City and the Developer, the parties desire that the City shall transfer in fee simple the City's Stormwater Parcel to the Developer and that the Developer shall have the sole responsibility and bear the cost of relocating and constructing the Expanded Stormwater Pond and the Developer shall in perpetuity maintain at no cost to the City the Expanded Stormwater Pond; and

WHEREAS, the parties desire to set out their mutual understanding of the necessary actions to construct and establish the Expanded Stormwater Pond in a manner that enables the development of the Project without disrupting the current operation of the City Stormwater Pond on which the City relies.

NOW THEREFORE, PCGV, LLC and City, for and in consideration of the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein contained, and incorporating fully the above recitals herein, do hereby covenant and agree as follows:

1. **GRANT OF TEMPORARY EASEMENT TO DEVELOPER FOR CONSTRUCTION OF THE EXPANDED STORMWATER POND.**

During the construction of the Expanded Stormwater Pond and subject to the terms and conditions hereafter provided, City hereby grants to Developer, its successors and assigns, an easement (as more specifically contemplated in the Easement Agreement attached as Exhibit C attached hereto), which shall expire upon the transfer of fee title to the Developer of the City Stormwater Parcel, in the City Stormwater Parcel for the benefit of the PCGV Parcels (but no other) to permit relocation and expansion of the City's stormwater pond facilities from the City Stormwater Parcel to PCGV Parcels, but no other land, provided:

- (a) That during construction, the City's stormwater capacity and functioning stormwater facilities are not diminished in other than de minimis ways, to the reasonable satisfaction of the City; and
- (b) That during the construction, Developer demonstrates by engineering analysis, to the reasonable satisfaction of City, that neither the peak stages in the City Stormwater Pond nor the peak discharge rate of the City Stormwater Pond will be increased thereby. Developer acknowledges that increasing the peak stages of the City Stormwater Pond would cause public road flooding due to design grades and that increasing peak discharge could cause flooding problems downstream.
- (c) All requirements contained in this section are met.

2. **CONSTRUCTION OF THE EXPANDED STORMWATER POND**

The Expanded Stormwater Pond must be constructed to avoid increasing peak stages or peak discharges. The parties agree that the expansion shall be at the Developer's expense and subject to the City's standards as interpreted by the City Engineer or his or her designee. Specifically, the parties agree as follows:

- (a) The Expanded Stormwater Pond and its bank, berm, fencing, landscaping and any other related improvements (the "Expansion") shall be by design and construction methods and materials consistent with those used in the design and construction of the City Stormwater Pond; and
- (b) Developer shall demonstrate to the reasonable satisfaction of the City that the storage and attenuation capabilities of the Expanded Stormwater Pond will be increased by an amount required by the results of an engineering analysis of stormwater impacts due to development of the PCGV Parcel and in no event shall the City's capacity ever decrease below the current capacity of the City Stormwater Pond; and
- (c) The engineering analysis demonstrates no increase in the peak stages of the City Stormwater Pond system after the Expansion impacts are considered; and

- (d) The engineering analysis demonstrates no increase in the peak discharge rate of the Expanded Stormwater Pond system after the construction; and
- (e) Developer, at its expense, agrees to provide the City with (i) a legal description and a current boundary, as-built and topographical survey of the Expanded Stormwater Pond locating all improvements associated with the Expansion, sealed by a registered Florida surveyor who is reasonably acceptable to City, and (ii) evidence reasonable acceptable to City of marketable title to the entire Expanded Stormwater Pond Area in the entity signing this Agreement and joint use agreement, free and clear of all liens and encumbrances; and
- (f) Developer enters into with the City in form acceptable to all parties an easement to the City and perpetual joint-use agreement running with the affected lands providing for the use by the City and maintenance by the Developer of the Expanded Stormwater Pond and the necessary attendant facilities, superior in right and title to all other interests in the Expanded Stormwater Pond, including taxes. Each party shall bear their own attorney's fees incurred in preparing the instruments mentioned in this sub-section; and
- (g) The construction of the Expanded Stormwater Pond, the decommissioning and removal from service of the City Stormwater Parcel, and ultimate connection of the City and the PCGV Parcels to the Expanded Stormwater Pond must be permitted at no expense to City in final form by all regulatory agencies with jurisdiction over the City Stormwater Pond or related stormwater facilities. The City when required or determined necessary by the Developer shall act as a co-applicant and execute all necessary documents required for the permitting and construction of the Expanded Stormwater Pond. The construction and transfer to the Expanded Stormwater Pond must not affect any permit obtained by or on behalf of City which is associated with the City Stormwater Pond, or any permit so affected must be duly amended or revised in final form at no expense to City to permit the connection with no adverse effect upon and no material increase in the cost of operation or maintenance of the City Stormwater Pond and City's public stormwater system downstream of the City Stormwater Pond. All engineering analyses required or permitted by this section shall be at Developer's expense and utilize the same methodology and modeling techniques used by City to design the City Stormwater Pond. All peak stages and discharges shall be determined for 5 year, 25 year and 100 year storm events; and
- (h) Nothing in this section shall be construed to affect or modify any land development, building or other ordinance or regulation applicable to the Connection or the Expansion or any use or structure on the PCGV Parcels; and
- (i) Neither the construction of the Expanded Stormwater Pond or the decommissioning of the City Stormwater Pond shall be commenced without City's prior written approval which shall not be unreasonably or arbitrarily denied or delayed; and
- (j) Developer agrees to defend, indemnify and hold harmless the City, its agents and employees, of and from any claim or demand arising from or associated with the making or the existence of the Expanded Stormwater Pond, or the making of the connection, to the extent that a claim or demand arises in whole or in part from any act or omission of Developer, its agents or employees. Nothing herein is intended to nor should be interpreted to waive the City's sovereign immunity.

3. **TRANSFER OF THE CITY STORMWATER PARCEL, GRANT OF PERPETUAL EASEMENT TO EXPANDED STORMWATER PARCEL TO CITY, AND REQUIREMENT OF PERPETUAL MAINTENANCE BY THE DEVELOPER.**

Upon completion of the Expanded Stormwater Pond and receipt of all necessary approvals to place the Expanded Stormwater Pond into service, the City shall transfer to Developer in fee simple by warranty deed the City Stormwater Parcel. The Developer shall simultaneously transfer to City a perpetual easement for the Expanded Stormwater Pond (as more specifically contemplated in Exhibit C attached hereto). The Easement shall run with the land and shall require that the fee title owner to the Expanded Stormwater Pond parcel maintain the property in perpetuity at its expense to the requirements of law and the reasonable requirements of the City Engineer or his or her designee.

4. **COST OF CONSTRUCTION.**

All costs of construction of the Expanded Stormwater Pond and the removal from service of the City Stormwater Pond shall be the sole cost of the Developer.

5. **MAINTENANCE AND REPAIRS.**

As outlined in the easement, following the construction of the Expanded Stormwater Pond and the connection of the City and Developer facilities, the Developer, at its sole cost and expense, shall maintain, or cause to be maintained in good order and in a slightly and safe condition, the Expanded Stormwater Pond and any stormwater management drainage facilities on the PCGV property. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the drainage facilities on the PCGV property, the Developer shall, at its sole cost and expense, with due diligence, repair, restore and rebuild such drainage facilities to their condition prior to such damage or destruction. Further, any user of the drainage facilities shall be liable for any damages to such drainage facilities caused by such user's negligence or intentional misconduct.

6. **OBLIGATION TO COMPLY WITH ALL LAWS AND REGULATIONS.**

Developer and the City shall comply with all governmental or quasi-governmental laws, ordinances, rules, and regulations of every kind pertaining to the easements granted herein or to the use and occupancy thereof, including without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. No party hereto will commit or suffer any waste of any of the easements granted herein, nor will they use or permit any use of any of the easements granted herein for any illegal purpose or in any such way as to constitute a public nuisance or in any way so as to violate or breach any law, rule, regulation or ordinance to which any of the easements granted herein are subject.

7. **REMEDIES AND ENFORCEMENT.**

- a. In the event of a breach or threatened breach by any party or its permittees of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- b. In addition to all other remedies available at law or in equity, upon the failure of a defaulting party (the "Defaulting Party") to cure a breach of this Agreement within thirty (30) days following written notice thereof by a party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the non-defaulting party (the "Non-Defaulting Party") shall have the right to perform such obligation contained in this Agreement on behalf of the Defaulting Party and be reimbursed by the Defaulting Party upon demand for the reasonable costs thereof together with interest at the prime rate plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, or (ii) blockage or material impairment of the easement rights, a party may immediately cure the same and be reimbursed by the other party upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.
- c. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- d. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement.

8. RUNNING OF BENEFITS AND BURDENS.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

9. ENFORCEMENT; ATTORNEY'S FEES.

In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

10. NOTICE.

The addresses of Developer and the City are as set forth in the initial paragraph. Any party may give written notice of change of address with the others. Unless otherwise agreed by the parties, all notices shall be sent by U.S. mail to the addresses provided for in this paragraph or to the last known address and shall be deemed given when placed in the mail.

11. ENTIRE AGREEMENT; AMENDMENT.

The parties hereto agree that the entire agreement between the parties with respect to the easements is set forth in this instrument. This Agreement may be amended only by an instrument in writing and signed by the then owner of the PCGV Parcel and the City.

12. WAIVER.

No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

13. GOVERNING LAW.

This agreement shall be construed under the laws of Florida, and exclusive jurisdiction and venue to enforce this agreement shall lie in the 14th Circuit Court for Bay County, Florida, where all property is located.

Signed, sealed and delivered
in the presence of:

DEVELOPER:

**PCGV, LLC.
a Florida limited liability corporation**

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ as _____ of PCGV, LLC., a Florida limited liability corporation, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

Notary Public

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

CITY:

**PANAMA CITY BEACH, FLORIDA,
a political subdivision of the State of Florida**

By: _____

Name: _____

Title: _____

Approved us to legal form and sufficiency

ATTEST:

By: _____

City Clerk

**STATE OF FLORIDA
COUNTY OF BAY**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as _____ of _____. He/she is personally known to me or has produced _____ as identification.

Notary Public

EXHIBIT A—Developer's Property

EXHIBIT B—Description of City Stormwater Pond

Commence at the Southwest corner of the Northwest quarter of the Southeast quarter of Section 36, Township 3 South, Range 16 West, Bay County, Florida and thence run South 89 degrees 15 minutes 50 seconds East, along the South boundary line of said Northwest quarter of the Southeast quarter, 86.58 feet to a point on the Westerly right of way line of Hutchison Boulevard (also known as Middle Beach Road and State Road 392-A), thence run South 40 degrees 41 minutes 23 seconds East, along said Westerly right of way line, 350.0 feet to an iron rod, thence departing said Westerly right of way line run South 33 degrees 35 minutes 10 seconds West 404.49 feet to a concrete monument, thence run South 85 degrees 33 minutes 03 seconds West 142.03 feet to a concrete monument, thence run South 03 degrees 31 minutes 59 seconds East 224.17 feet to an iron rod on the Northerly right of way line of Front Beach Road (State Road 30), said iron rod being on a curve concave to the North, thence run in a Westerly direction along the Northerly right of way line of said Front Beach Road (State Road 30) as follows: Westerly along said curve having a radius of 4532.75 feet, through a central angle of 03 degrees 54 minutes 55 seconds for an arc length of 309.74 feet, chord of said arc being South 88 degrees 25 minutes 37 seconds West 309.68 feet to a nail and disc, thence run South 00 degrees 04 minutes 19 seconds West 18.00 feet to a nail and disc, said nail and disc being on a curve concave to the North, thence run in a Westerly direction along said curve having a radius of 4550.75 feet, through a central angle of 06 degrees 27 minutes 18 seconds for an arc length of 512.68 feet, chord of said arc being North 86 degrees 23 minutes 21 seconds West 512.41 feet to an iron rod, thence run North 09 degrees 24 minutes 34 seconds East 17.02 feet to a nail and disc, said nail and disc being on a curve concave to the North, thence run in a Westerly direction along said curve having a radius of 4533.75 feet, through a central angle of 04 degrees 48 minutes 07 seconds for an arc length of 379.98 feet, chord of said arc being North 80 degrees 46 minutes 13 seconds West 379.87 feet to an iron pipe, thence run South 09 degrees 24 minutes 06 seconds West 17.01 feet to an iron rod, said iron rod being on a curve concave to the North, thence run in a Westerly direction along said curve having a radius of 4550.75 feet, through a central angle of 00 degrees 27 minutes 16 seconds for an arc length of 36.09 feet, chord of said arc being North 78 degrees 09 minutes 02 seconds West 36.09 feet to a nail & disc, thence departing said Northerly right of way line run North 09 degrees 25 minutes 46 seconds East 254.26 feet to a nail and disc for the POINT OF BEGINNING, thence from said Point of Beginning run North 80 degrees 35 minutes 44 seconds West 41.66 feet to a chiseled X in concrete, thence run North 19 degrees 09 minutes 55 seconds West 222.25 feet to an iron rod, thence run North 58 degrees 22 minutes 52 seconds East 111.91 feet to an iron rod, thence run South 81 degrees 59 minutes 22 seconds East 25.51 feet to an iron rod, thence run South 61 degrees 04 minutes 00 seconds East 73.76 feet to an iron rod, thence run South 32 degrees 05 minutes 15 seconds East 58.38 feet to an iron rod, thence run South 63 degrees 04 minutes 26 seconds East 63.79 feet to an iron rod, thence run North 76 degrees 07 minutes 31 seconds East 26.27 feet to an iron rod, thence run North 55 degrees 36 minutes 54 seconds East 37.33 feet to an iron rod, thence run South 38 degrees 02 minutes 00 seconds East 75.35 feet to an iron rod, thence run South 00 degrees 23 minutes 53 seconds West 9.42 feet to an iron rod, thence run South 23 degrees 42 minutes 56 seconds East 31.09 feet to an iron rod, thence run North 61 degrees 26 minutes 46 seconds East 4.00 feet to an iron rod, thence continue North 61 degrees 26 minutes 46 seconds East 16.51 feet to a point, thence run South 35 degrees 30 minutes 19 seconds East 20.15 feet to a point, thence run South 61 degrees 26 minutes 46 seconds West 18.34 feet to an iron rod, thence continue South 61 degrees 26 minutes 46 seconds West 4.50 feet to an iron rod, thence run South 27 degrees 44 minutes 23 seconds East 145.37 feet to an iron rod, thence run North 80 degrees 35 minutes 44 seconds West 356.21 feet to the Point of Beginning.

EXHIBIT C—Easement Agreement

PREPARED BY/RETURN TO:

City of Panama City Beach
Attn: City Attorney
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413

EASEMENT AGREEMENT

THIS AGREEMENT (the “Agreement”) is made this _____ day of August, 2019, between **PCGV, LLC**, a Florida limited liability company whose address is PO Box 4087, Gulf Shores, AL 36542 and its successors and assigns (hereinafter referred to as “Developer”), and **CITY OF PANAMA CITY BEACH**, a municipality created by the State of Florida, whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 (hereinafter referred to as the “City”).

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Developer and City, do hereby agree as follows:

1. City grants unto Developer a temporary non-exclusive easement for the purpose of providing ingress and egress for construction crews, equipment and building supplies upon, over, under and across the area owned by City situated in Bay County, Florida and more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (the “Construction Easement”). In addition, upon Final Acceptance of Public Infrastructure Area Improvements by the City, Developer grants to the City a perpetual easement on the tract of land more particularly described in **Exhibit “B”** attached hereto and made a part hereof for the purpose of the conveying, discharging, treating and disposing of stormwater runoff thereon in to Developer’s stormwater management system (“the “Public Infrastructure Easement”), described to include the infrastructure outlined in **Exhibit “C”** attached hereto and made a part hereof (the “Infrastructure Improvements”).

2. The Construction Easement shall be used for the sole purpose of Developer’s construction staging, ingress and egress to the City’s existing stormwater management facility as described in Exhibit “B” and eventual demolition. Demolition shall take place following City’s Final Acceptance of Public Infrastructure Easement Area improvements.

3. The Construction Easement and Public Infrastructure Easement herein granted are each subject to covenants, restrictions, easements, liens and encumbrances of record, and the following:

(a) City, its successors and assigns, reserves all rights of ownership including, without limitation, the right to use the Construction Easement area and Public Infrastructure Easement area for any and all purposes that do not unreasonably interfere with the rights of Grantee, including without limitation, the rights to: (i) use the area for stormwater conveyance, treatment and disposal to serve the property owned by Grantor adjacent or in close proximity to the area; and (ii) erect any structures or improvements within the area.

(b) Grantor reserves the absolute right to relocate or redesign the easement areas in any manner that Grantor, in Grantor's sole and absolute discretion, deems appropriate, provided that any relocation or redesign does not have a material adverse effect on the rights of Grantee.

(c) Grantee shall be required to abide by the terms and conditions of any and all applicable permits governing the easement areas

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of property adjacent or in close proximity to other property owned, leased, occupied or used by Grantor.

4. The Construction Easement shall terminate immediately and without requirement of further action upon the City's Final Acceptance of the Public Infrastructure Easement Area improvements as described in that certain STORMWATER CONSTRUCTION AGREEMENT by and between the City and Developer. The Construction Easement shall terminate and be of no further force or effect without requirement of further action immediately upon the Final Acceptance of the STORMWATER MANAGEMENT AREA. Upon such Expiration and without requirement of any further action, title to any and all improvements, fixtures, equipment, supplies, or materials located on in or around the Construction Easement Area shall vest in and to the Developer in fee simple. The City will execute a Special Warranty Deed and insured evidence of clear title to the Developer for the parcel described in Exhibit "A" within 15 days of Final Acceptance of the Public Infrastructure Easement Area improvements. Also, the City will provide Developer with a Bill of Sale for the fixtures and personalty, if any, situated on the parcel described in Exhibit "A".

5. **GRANT OF STORMWATER MANAGEMENT EASEMENT.** Upon Final Acceptance of the Public Infrastructure Easement Area improvements by the City, subject to the terms and conditions hereinafter provided, Developer hereby grants to City, its successors and assigns, as an easement appurtenant to Front Beach Road, a perpetual, non-exclusive easement on, over, along, through, across and under a portion of the Developer's Parcel more particularly described in Exhibit "C" attached hereto and incorporated by reference herein (hereinafter referred to as "Public Infrastructure Easement Area") for the purposes of conveying, draining, storing, treating and disposing stormwater into the Stormwater Management Easement Area which is to be constructed within the boundaries described on Exhibit C, and for the operation and maintenance of underground drainage pipes located within the Stormwater Management Easement Area (the "Stormwater Management Drainage Facilities") together with the right to allow the attachment of and also the right to install, maintain, alter, repair and use such control structure or other devices as may be necessary or convenient in connection therewith (the "Stormwater Management Easement"). Developer covenants and agrees that the Developer shall not block the Stormwater Management Easement Area so as to obstruct in any way the operations of the Stormwater

Management Drainage Facilities.

6. **GRANT OF SUBSURFACE DRAINAGE EASEMENT.** Subject to the terms and conditions hereinafter provided and upon Final Acceptance of the Public Infrastructure Easement Area, Developer hereby further grants to City, its successors and assigns, as an easement appurtenant to Front Beach Road, as more clearly depicted on the Site Plan, a perpetual, non-exclusive easement under a portion of the Developer's Parcel more particularly described in Exhibit A attached hereto and incorporated by reference herein (hereinafter referred to as the "Subsurface Drainage Easement Area") for the purposes of accessing, repairing, operating and maintaining an underground outfall pipe (the "Subsurface Drainage Facilities") located within the Subsurface Drainage Easement Area (the Subsurface Drainage Easement). In connection with the exercise of the rights granted pursuant to this Drainage Easement, Developer covenants and agrees that the Developer shall not close or block or cause to be closed or blocked any of the conveyances from Front Beach Road to the Drainage Surface Area. In addition, if the Developer's exercise of its rights under this Subsurface Drainage Easement results in the damage of any portion of the improvements located within the Subsurface Drainage Easement Area, including, without limitation, pipes, inlets or conveyance features, Developer shall promptly replace and restore the damaged areas and improvements to the condition and in the location in which they were immediately prior to such damage.

7. City shall have no liability to Developer or its employees, licensees, guests, invitees, lessees, agents or independent contractors for loss of personal property, death or personal injury incurred by Developer or any such third parties on or about the Construction Easement Area, except to the extent caused by the gross negligence and/or willful misconduct of the City, its employees or agents. Developer indemnifies and agrees to defend and hold harmless City, its affiliates and each of their employees, agents, officers and directors (collectively the "Indemnified Parties"), from and against any actions, lawsuits, claims, liens, demands, fines, losses, liabilities, assertions of liability, judgments, attorney's fees, costs and expenses whatsoever which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from Developer's exercise of the Easement granted herein, of Developer and its invitees including Developer's guests, agents, servants, tenants and employees, whether invited or uninvited including, without limitation, claims for bodily injury or death of any person, and claims for loss or damage to property, whether in law or in equity and whether brought against the Indemnified Parties now or in the future, except to the extent caused by the gross negligence and/or willful misconduct of the Indemnified Parties.

Developer, on behalf of its invitees, including its employees, tenants, agents, invited and uninvited guests (collectively, the "Releasors"), does hereby release, acquit and forever discharge the Indemnified Parties (the "Releasees"), of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature (except for the willful misconduct and/or gross negligence of the Releasees) which Releasors now have or may ever have against Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by Releasors or the property of Releasors occurring on, at or about the Public Infrastructure Easement Area.

8. All rights and remedies under this Agreement and at law or in equity shall be

cumulative and not mutually exclusive. No delay or forbearance by any party in exercising any right or remedy under this Agreement shall constitute a waiver of any right or remedy. The invalidity or partial invalidity of any provision of this Agreement shall not affect or impair the remainder of any such provision or any other provision of this Agreement. This Agreement and the rights, obligations, and remedies of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of choice or conflicts of laws. In the event either party institutes legal action under this Agreement, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and court costs for pre-trial preparation, trial and appeal.

9. This Agreement may not be amended except in writing executed by both Developer and City in a recordable form and the amendment is recorded in the Public Records of Bay County, Florida.

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

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

DEVELOPER:

PCGV, LLC.
a Florida limited liability corporation

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ as _____ of PCGV, LLC., a Florida limited liability corporation, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

Notary Public

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

CITY:

**PANAMA CITY BEACH, FLORIDA,
a political subdivision of the State of Florida**

By: _____

Name: _____

Title: _____

Approved us to legal form and sufficiency

ATTEST:

By: _____

City Clerk

STATE OF FLORIDA

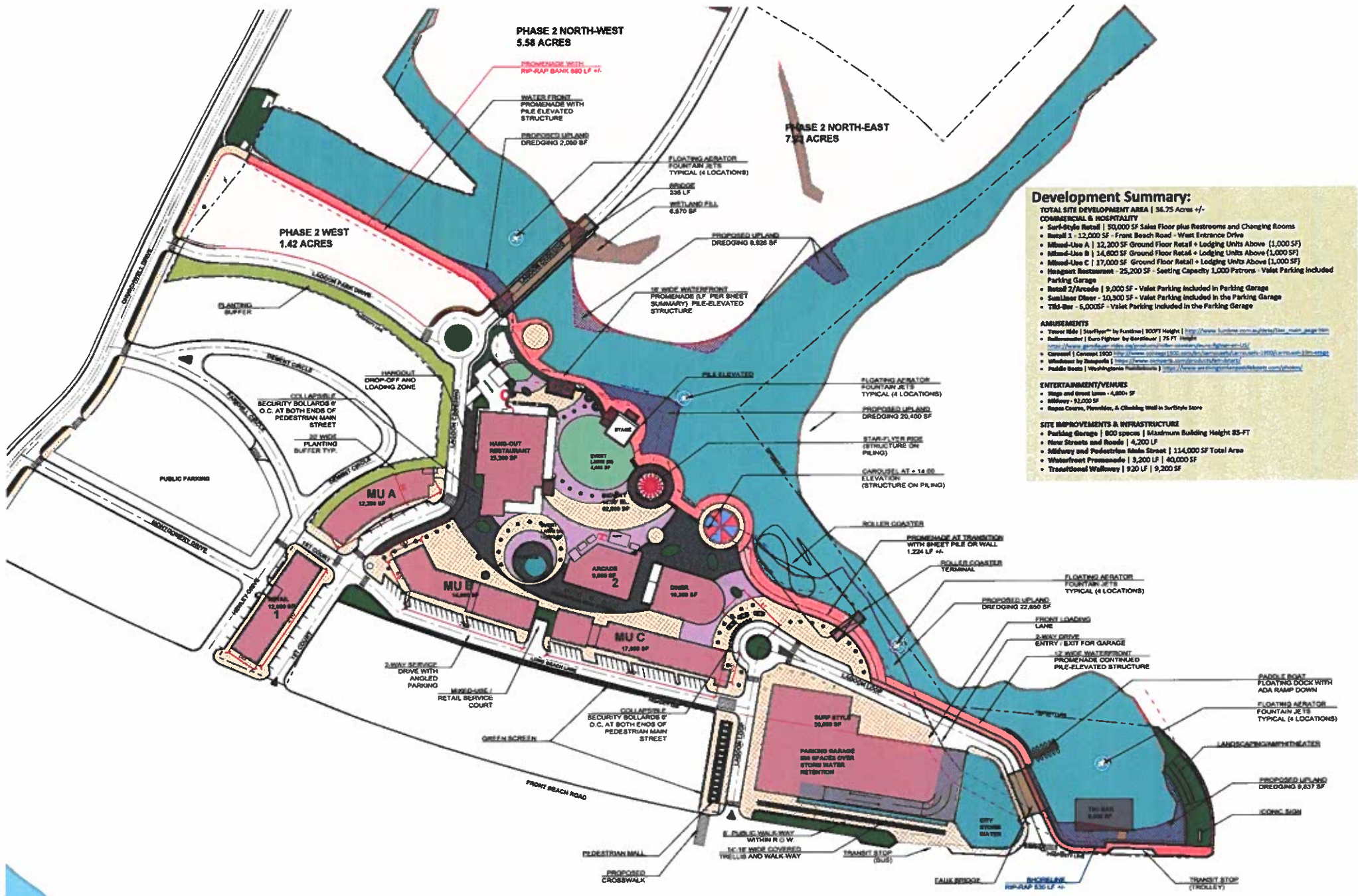
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ as _____ of _____. He/she is personally known to me or has produced _____ as identification.

Notary Public

EXHIBIT "A"

Construction Easement Area



Development Summary:

TOTAL SITE DEVELOPMENT AREA | 36.75 Acres +/-

COMMERCIAL & HOSPITALITY

- Surf-Style Retail | 50,000 SF Sales Floor plus Restrooms and Changing Rooms
- Retail 1 - 12,000 SF - Front Beach Road - West Entrance Drive
- Mixed-Use A | 12,200 SF Ground Floor Retail + Lodging Units Above (1,000 SF)
- Mixed-Use B | 14,800 SF Ground Floor Retail + Lodging Units Above (1,000 SF)
- Mixed-Use C | 17,000 SF Ground Floor Retail + Lodging Units Above (1,000 SF)
- Neopark Restaurant - 25,200 SF - Seating Capacity 1,000 Patrons - Valet Parking included Parking Garage
- Retail 2/Arcade | 9,000 SF - Valet Parking included in the Parking Garage
- SunLiner Diner - 10,900 SF - Valet Parking included in the Parking Garage
- Tiki-Bar - 5,000 SF - Valet Parking included in the Parking Garage

AMUSEMENTS

- Tower Ride | SixFlyer™ by Fortna | 300 FT Height | http://www.fortna.com/subsites/amer_merit_page.htm
- Rollercoaster | Euro Figher by Gerstlauer | 75 FT Height | <http://www.gerstlauer.com/en/gerstlauer-us/>
- Carousel | Concept 1500 | <http://www.concept1500.com/en/gerstlauer-us/>
- Waterbed by Zappella | <http://www.zappella.com/en/gerstlauer-us/>
- Public Booth | Washigtona Multimedia | <http://www.washingtonmultimedia.com/gerstlauer/>

ENTERTAINMENT/VENUES

- Stage and Great Lawn - 4,800+ SF
- Midway - 51,000 SF
- Neopark Courts, Playfield, A Climbing Wall in Surf-Style Store

SITE IMPROVEMENTS & INFRASTRUCTURE

- Parking Garage | 800 spaces | Maximum Building Height 85-FT
- New Streets and Roads | 4,200 LF
- Midway and Pedestrian Plaza Street | 114,000 SF Total Area
- Waterfront Promenade | 3,200 LF | 40,000 SF
- Transitional Walkways | 920 LF | 9,200 SF

PROJECT MANAGER

PLS
THE PATRIC HODGES LAND STUDIO
1100 N. W. 10th Ave., Suite 1000
Panama City, FL 32401
Phone: 904.336.1111
www.patric-hodges.com

ARCHITECT

SURF STYLE
3050 9th Avenue, Suite 101
Panama City, FL 32401
Phone: 904.336.1111
www.surfstyle.com

GENERAL CONTRACTOR

DAE
Architects
1325 Airport Road
Cocoa, FL 32909
Phone: 888.837.6192

ENGINEER

WETLAND SCIENCES
1629 Bourneville Avenue
Panama City, Florida 32401
Phone: 904.336.4700
www.wetlandsciences.com

LANDSCAPE ARCHITECT

MRD
MRD LANDSCAPE ARCHITECTS, INC.
540 Harbor Blvd., Suite 301
Cocoa, Florida 32909
Phone: 321.733.1111



PROJECT TITLE

LONG BEACH LAGOON
FRONT BEACH ROAD
PANAMA CITY BEACH, FLORIDA

DATE

CONCEPTUAL DEVELOPMENT PLAN
OCTOBER 18, 2019

DESIGNED BY
MRD

DATE
OCTOBER 18, 2019

© The Patric Hodges Land Studio (PLS). The drawings, specifications and other documents prepared by PLS for the project are the property of PLS. No part of these drawings, plans, or other documents may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of PLS.

EXHIBIT "B"

Public Infrastructure Easement Area

EXHIBIT "C"

Public Infrastructure Improvements

REGULAR AGENDA

ITEM #9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Community Redevelopment Agency (CRA)/David O. Campbell

2. MEETING DATE:

October 22, 2020

3. REQUESTED MOTION/ACTION:

Approve Resolution regarding AT&T interference with the completion of Front Beach Road Segment 2

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- N/A
- Public Safety
- Transportation
- Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The design engineers notified AT&T of the Front Beach Road Segment 2 project in 2011 and began coordinating the location of their respective utilities. The utility location plans were finalized in 2014. The project was bid in 2016 and construction started in January 2017. All utility companies attended the pre-bid and pre-construction meetings and were well aware of the schedule. Monthly utility coordination meetings were held with the contractor and utility companies throughout construction to address any concerns as the conduit and utility boxes were installed.

On the February, 2019 coordination meeting all utility companies were informed that the underground conduit was completed, and they were to start pulling their respective cable and making overhead to underground conversions for their customers. Gulf Power was the only company providing schedules and updates. Repeated attempts to obtain commitments from the other utilities were ignored.

Gulf Power completed their removal on August 25, 2020 and will remove their poles once the other utilities are off the poles. There has been no visible activity from AT&T.

Staff recommends approval of the attached Resolution directing AT&T to remove their overhead facilities from City right of way.

RESOLUTION 21-25

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, FINDING UNREASONABLE INTERFERENCE OF AT&T FACILITIES WITH THE FRONT BEACH ROAD SEGMENT 2 RIGHT OF WAY PROJECT; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO TAKE ALL NECESSARY ACTIONS TO REMOVE THE INTERFERING FACILITIES AND ASSESS ATT FOR THE COSTS INCURRED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach, a political subdivision of the State of Florida (hereinafter referred to as the "City") has undertaken the improvement of Front Beach Road Segment 2, which project endeavors to expand and reconstruct the existing paved travel lanes, install associated safety and drainage improvements, and significantly, to place underground all utility facilities along Front Beach Road from South Thomas Drive west of Richard Jackson Boulevard for approximately 1.1 miles (hereinafter referred to as the "Project"); and

WHEREAS, in 2011, AT&T was notified of the then proposed Project and impending construction, provided the proposed plans for the Project, and provided revisions to the plans as it regarded AT&T's facilities which were incorporated in the City Project Plans; and

WHEREAS, from February through June 2014, the City undertook to refresh the Project construction Plans, and specifically conducted a utility review of the Project in concert with affected utilities; and

WHEREAS, in October 2016, an invitation to attend a pre-bid meeting was extended to AT&T and other utilities, and AT&T did attend that meeting; and

WHEREAS, following award of construction of the Project in September 2016, AT&T was notified of utility coordination meetings held by the City's Project Engineer which began in January 2017 and continued until May 2019, and which meetings served as a means to communicate the progress of construction and schedule for completing the relocation of affected utilities; and

WHEREAS, a representative of AT&T confirmed verbally at a Utility Coordination meeting that AT&T had no conflicts with the Project; and

WHEREAS, in February 2019, the City notified AT&T and the other utilities that GAC has completed its installation of underground conduit, such that AT&T and the other utilities could begin pulling cable and establishing underground connections with their customers; and

WHEREAS, there is no evidence that AT&T has begun pulling its cables through the conduit provided by the City to them for that purpose; and

WHEREAS, the City's contractor reached substantial completion of the Project in August 2019; and

WHEREAS, on August 25, 2020, Gulf Power Company advised the telecommunications companies that it had cut its poles such that telecommunications companies could remove any then remaining cables, following which the poles would be removed from the ROW; and

WHEREAS, the removal of the poles is necessary before the sidewalks and safety features of the Project can be completed; and

WHEREAS, by email dated September 22, 2020, a copy of which is attached to this Resolution, the CRA Director notified AT&T that its facilities were unreasonably interfering with the completion of the Project and requested a date certain for AT&T to complete its work; and

WHEREAS, to date, AT&T has taken no action to remove its facilities; and

WHEREAS, Section 337.403, Florida Statutes, provides that:

- (1) If a utility that is placed upon, under, over, or within the right-of-way limits of any public road or publicly owned rail corridor is found by the authority to be unreasonably interfering in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor, the utility owner shall, upon 30 days' written notice to the utility or its agent by the authority, initiate the work necessary to alleviate the interference at its own expense except as provided in paragraphs (a)-(j). The work must be completed within such reasonable time as stated in the notice or such time as agreed to by the authority and the utility owner.

...

- (3) Whenever a notice from the authority requires such utility work and the owner thereof fails to perform the work at his or her own expense within the time stated in the notice or such other time as agreed to by the authority and the utility owner, the authority shall proceed to cause the utility work to be performed. The expense thereby incurred shall be paid out of any money available therefor, and such

expense shall, except as provided in subsection (1), be charged against the owner and levied and collected and paid into the fund from which the expense of such relocation was paid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Panama City Beach, that:

SECTION 1. DETERMINATION OF UNREASONABLE INTERFERENCE AND NOTICE TO THE UTILITY.

a. AT&T received adequate notice of the proposed project first in 2011 when the Project plans were initially developed, again in 2014 when the Project plans were refreshed, and during the bidding and award of the construction of the Project in 2016.

b. Since February 2019, AT&T has received adequate requests and direction to relocate its facilities to eliminate conflicts between the Project and AT&T's facilities. The City finds that AT&T was provided notices, first that the City's contractor had completed laying the underground conduit, and second, that Gulf Power Company had completed the cutting its poles, at the same time and in the same manner as was provided to other telecommunications companies, and that the other telecommunications companies have acted promptly to underground and relocate or remove their facilities.

c. AT&T has made no effort to relocate and underground its facilities since receiving notice of its ability to do so in February 2019, which has resulted in frequently recurring conflicts with the Project, and the failure to remove its above ground facilities now prevents final completion of the Project.

d. The Council finds that, having participated in numerous preconstruction utility coordination meetings, and having received construction plans for the Project on more than one occasion, AT&T knew, or should have known, of the conflicts between its facilities and the Project sufficiently in advance of construction to plan for the timely relocation and undergrounding of its facilities, and for which the failure to act has resulted in delays in the progress and completion of the Project.

e. The City Council finds that the facilities of AT&T are unreasonably interfering with the improvement by the Project.

f. The City hereby directs that AT&T remove and/or relocate and underground its utilities located within the Project limits so as to prevent further Project construction delays and interruption of service.

g. Pursuant to Section 337.403(1), Florida Statutes, the City directs AT&T to remove and/or relocate and underground, at its own expense, all of its utilities within the boundaries of the Project within thirty (30) days of this Resolution. If not timely removed, the City will consider the utilities to be abandoned.

h. The Council authorizes the appropriate officers of the City to take any appropriate action to remove or cause to be removed the facilities of AT&T which are not timely or properly removed pursuant to section (g) of this Resolution, and to assess the costs thereof against AT&T pursuant to Section 337.403(3).

SECTION 2. THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

REGULAR AGENDA

ITEM #10



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities/Al Shortt

2. MEETING DATE:

October 22, 2020

3. REQUESTED MOTION/ACTION:

Discussion of the Utilities System capital improvement projects for FY 21

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

Financial Health Economic Development Quality of Life N/A
 Public Safety Transportation Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

PowerPoint presentation will be provided during meeting



UTILITIES CAPITAL IMPROVEMENT PROJECTS

Fiscal Year: 2020-2021



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Public Works/Kelly Jenkins		2. MEETING DATE: October 22, 2020	
3. REQUESTED MOTION/ACTION: Discussion of the Bay Parkway Phase 2 Construction Status			
4. AGENDA PRESENTATION <input type="checkbox"/> PUBLIC HEARING <input type="checkbox"/> CONSENT <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/>		5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/> DETAILED BUDGET AMENDMENT ATTACHED YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
6. IDENTIFY STRATEGIC PRIORITY <input type="checkbox"/> Financial Health <input type="checkbox"/> Economic Development <input checked="" type="checkbox"/> Quality of Life <input type="checkbox"/> N/A <input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Transportation <input type="checkbox"/> Attractive Community			
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? Power Point will be provided during meeting			

REGULAR AGENDA

ITEM #11



Date: October 22, 2020
To: Mayor and City Council
From: Tony O'Rourke *TOUR*
RE: 2020 Citizen/Community Survey

On June 25, 2020, the City Council authorized National Resource Center, Inc. (NRC) to conduct Panama City Beach's first citizen/community survey. Attached for your review are the results of the NRC survey.

The National Community Survey (NCS) report is about the "livability" of Panama City Beach. The phrase "livable community" is used here to evoke a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live.

The NCS captures residents' opinions considering 10 central facets of a community, as well as customized special topics.

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts and Culture
- Inclusivity and Engagement
- Special Topics



The Community Livability Report provides the opinions of a representative and random sample of 318 residents of the City of Panama City Beach. The margin of error around any reported percentage is 5.5% for all respondents and the response rate for the 2020 survey was 13%. The survey results are

provided both citywide and by each City Council district. The full description of methods used to garner these opinions can be found in the Technical Appendices provided under separate cover.

Attached are reports for all of Panama City Beach's NCS Citizen/Community Survey. These include:

- Community Livability Report which includes charts/data visualization, results by facet, and executive summary of results. We consider this to be the "main report."
- Geographic Subgroup Comparison Report contains differences in ratings by District of residence.
- Supplemental Online Report includes the responses from the opt-in community-wide survey.
- Open-End Report contains the coded, categorized responses from the open-ended question, with all verbatim comments included.
- Technical Appendices Report contains full frequencies of results, national and custom benchmark comparisons, and full description of methods.

In addition to the NCR random survey, NCR also conducted a non-random, opt-in on-line survey so more Panama City Beach residents could provide feedback to the City. The results of the 716 opt-in on-line survey responses are attached.

The survey report also included NRC's database of comparative citizen survey results from over 600 communities where residents evaluated the same kind of topics as the Panama City Beach survey. This benchmark comparative information allows one to put in broader perspective the citizen opinions from our survey.

Overview of Results

Panama City Beach residents rate their community positively, particularly as a place to live, visit and retire.

Survey respondents had high praise for aspects of the City that make it a worthwhile residential, tourist and retirement destination: 9 in 10 residents gave excellent or good ratings to Panama City Beach as a place to visit and 8 in 10 gave high scores to shopping opportunities, which were higher than the national averages. More than 7 in 10 gave high scores for a place to live, quality of life and a place to retire. Eight in 10 respondents planned to remain in the City for the next five years. Residents also feel safe in the community: at least 9 in 10 residents indicated feeling safe in their neighborhood and in Panama City Beach's downtown/commercial area during the day.

Residents would like to see improvements to roads and traffic flow.

Panama City Beach residents indicated that the overall facet of mobility was higher in importance and lower in quality than the national benchmark comparison. Improvements to roads or traffic flow was rated by 63% of the survey respondents the top challenge facing Panama City Beach. Ratings of individual mobile-related aspects in Panama City Beach tended to be much lower than those given in other communities across the nation. Only one-third of residents gave positive ratings to the overall quality of the transportation system in Panama City Beach, as well as to ease of public parking, ease of travel by bicycle, and bus or transit services. Roughly one-quarter of residents favorably rated the ease of travel by car and traffic signal timing, and less than 2 in 10 were pleased with traffic flow on major streets and ease of travel by public transportation. All of these ratings were lower than average. Further, in an open-ended question

in which residents were asked to write in their own words what they thought were the top three challenges facing Panama City Beach, about two-thirds of residents made a comment related to road infrastructure or traffic flow. This was by far the most frequently mentioned topic area.

Community planning and growth are also resident concerns.

Residents also rated the overall facet of the built environment or community design as higher in importance and lower in quality than in other comparison communities across the country. Community planning and growth was rated, along with economic development, one of the top three challenges facing the community. While ratings for public places where people like to spend time and overall quality of new development were on par with national averages, only about half of residents or less gave positive scores to the overall design or layout of the City's residential and commercial areas, the City's overall appearance, land use, planning and zoning, and well-planned residential and commercial growth, among others. These ratings were lower than those given in other communities nationwide. Thinking about the top three challenges facing the City, 2 in 10 respondents who wrote in a comment mentioned growth or planning as an area of focus.

Please see the attached Community Livability Report for a broad overview of the citizen/community survey findings, and a summary of the random and opt-in on-line survey results.



Highlights of the Random-Official Citizen Survey and Opt-in On-line Citizen Survey

Community Quality (Excellent/Good)	<u>Official</u>	<u>Opt-in On-line</u>
Overall quality of life	71%	67%
As a place to live	75%	68%
Sense of community	54%	46%
As a place to retire	69%	68%
As a place to visit	89%	89%
Overall image/reputation	57%	49%
Economy (Excellent/Good)		
Overall economic health	51%	52%
Vibrant commercial area	66%	60%
Shopping opportunities	70%	71%
Employment opportunities	38%	38%
Economic development	51%	45%
Cost of living in PCB	40%	30%
Mobility/Transportation (Excellence/Good)		
Overall quality of transportation	28%	29%
Traffic flow on major streets	12%	12%
Ease of travel by car	25%	25%
Ease of walking	44%	39%
Ease of biking	34%	31%
Traffic signal timing	24%	23%
Street repair	34%	34%

Public Safety (Excellent/Good)	<u>Official</u>	<u>Opt-in On-line</u>
Overall feeling of safety	70%	60%
Feel safe in the neighborhood/day	96%	89%
Feel safe in commercial area/day	91%	77%
Feel safe from a violent crime	83%	76%
Feel safe from a property crime	76%	66%

Governance (Excellent/Good)

Quality of City services	66%	54%
Overall direction PCB is taking	45%	38%
Value of services for taxes paid	51%	41%
Customer services by City employees	79%	70%
Contacted elected officials	31%	29%
Watch online/TV local public meetings	58%	72%

Built Environment (Excellent/Good)

Overall design/layout of PCB	45%	37%
Overall appearance	53%	55%
Quality of new development	47%	45%
Code enforcement	35%	32%
Land use, planning, zoning	35%	25%
Well planned residential growth	35%	26%
Well planned commercial growth	38%	33%
Affordable housing	27%	16%

Natural Environment (Excellent/Good)

Overall quality of natural environment	72%	67%
Cleanliness of PCB	53%	53%
Water resources (beaches/lakes)	84%	81%

Education, Arts, Culture (Excellent/Good)

Overall education, arts, cultural opportunities	37%	27%
Public library	76%	77%
K-12 education	53%	50%

Health and Wellness (Excellent/Good)	<u>Official</u>	<u>Opt-in On-line</u>
Health and wellness opportunities	59%	54%
Health services	51%	46%
Availability of affordable healthcare	45%	38%
Availability of affordable mental health	30%	24%

Individual Services (Excellent/Good)

Fire	87%	91%
Police	78%	75%
Ambulance/EMS	76%	83%
Fire Prevention	78%	71%
Parks	79%	75%
Recreational Programs	71%	67%
Public Library	76%	77%
Yard-debris pickup	76%	58%
Drinking water	67%	58%
Sewer service	72%	58%
Public Information	61%	59%
Utility billing	68%	57%
Street repair	34%	34%
Street lighting	55%	47%
Garbage collection	74%	70%
Animal control	62%	56%
Stormwater management	43%	28%
High-speed internet	52%	43%
Land use, planning, zoning	52%	25%
Code enforcement	35%	32%
Emergency Preparedness	75%	69%
Crime Prevention	66%	61%
Health Services	51%	46%

Special Topics (Very/Somewhat Interested)

Interest in City-offered high-speed internet	70%	80%
Creating Charter school	81%	82%
Creating S.T.E.M. program	92%	94%
Concern for number of trash haulers	43%	40%
Support single trash hauler franchise	56%	49%

(Essential/Very Important)

Toddler splash pool	57%	50%
Thermal pool	49%	50%
Indoor lap pool	56%	55%
Pickleball facility	21%	16%
Citywide lifeguard program	73%	74%
Skateboard park	33%	28%

FIGURE 1: QUALITY OF FACETS OF LIVABILITY- SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall economic health of Panama City Beach	↔	51%
Overall quality of the transportation system in Panama City Beach	↓↓	29%
Overall design or layout of Panama City Beach's residential and commercial areas	↓	45%
Overall quality of the utility infrastructure in Panama City Beach	↓	56%
Overall feeling of safety in Panama City Beach	↔	70%
Quality of overall natural environment in Panama City Beach	↔	72%
Overall quality of parks and recreation opportunities	↔	83%
Overall health and wellness opportunities in Panama City Beach	↔	59%
Overall opportunities for education, culture, and the arts	↓↓	38%
Residents' connection and engagement with their community	↓	41%

FIGURE 2: IMPORTANCE OF FACETS OF LIVABILITY- SUMMARY

Percent essential or very important	Comparison to benchmark	2020 rating
Overall economic health of Panama City Beach	↔	91%
Overall quality of the transportation system in Panama City Beach	↑	84%
Overall design or layout of Panama City Beach's residential and commercial areas	↑↑	89%
Overall quality of the utility infrastructure in Panama City Beach	↑	93%
Overall feeling of safety in Panama City Beach	↔	90%
Quality of overall natural environment in Panama City Beach	↑	90%
Overall quality of parks and recreation opportunities	↔	84%
Overall health and wellness opportunities in Panama City Beach	↑	82%
Overall opportunities for education, culture, and the arts	↔	75%
Residents' connection and engagement with their community	↓	68%

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

OVERALL QUALITY OF LIFE IN PANAMA CITY BEACH

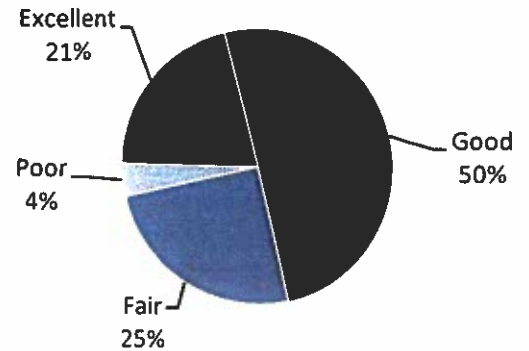


FIGURE 3: QUALITY OF LIFE IN PANAMA CITY BEACH

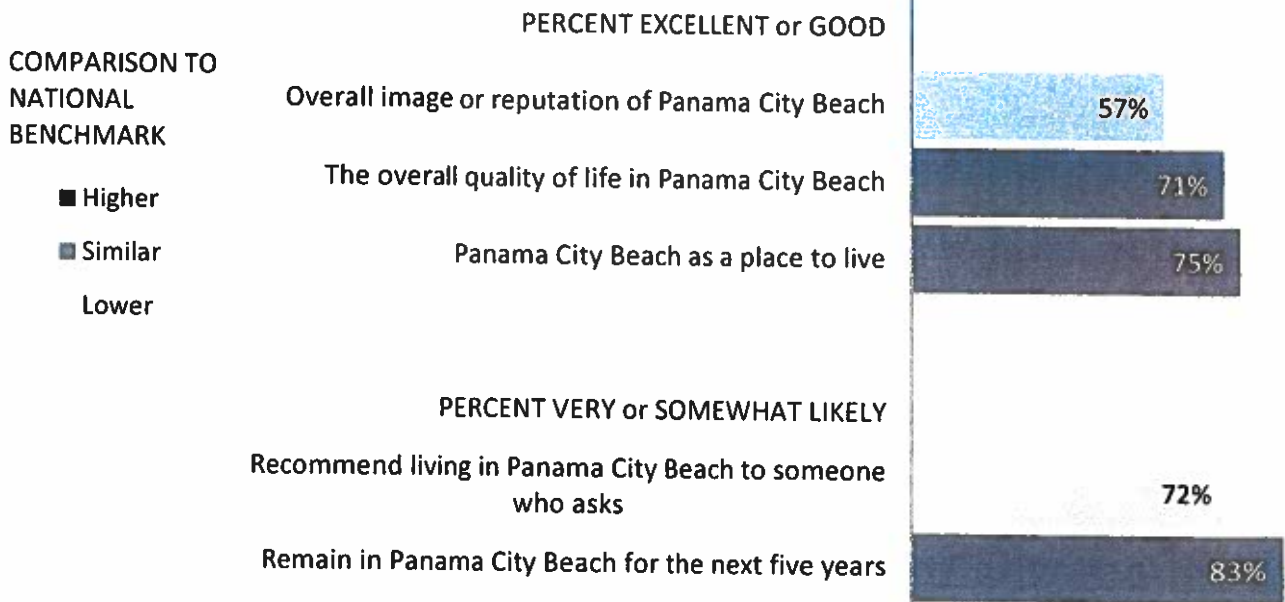


FIGURE 4: QUALITY OF LIFE IN PANAMA CITY BEACH - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall image or reputation of Panama City Beach	↓	57%
The overall quality of life in Panama City Beach	↔	71%
Panama City Beach as a place to live	↔	75%

FIGURE 5: RECOMMEND PANAMA CITY BEACH - SUMMARY

Percent very or somewhat likely	Comparison to benchmark	2020 rating
Recommend living in Panama City Beach to someone who asks	↓	72%
Remain in Panama City Beach for the next five years	↔	83%

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

OVERALL CONFIDENCE IN PANAMA CITY BEACH GOVERNMENT

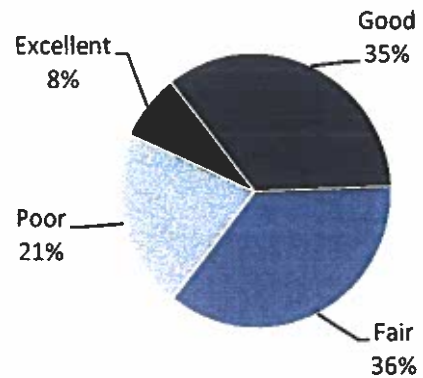


FIGURE 6: GOVERNMENT PERFORMANCE AND SERVICES

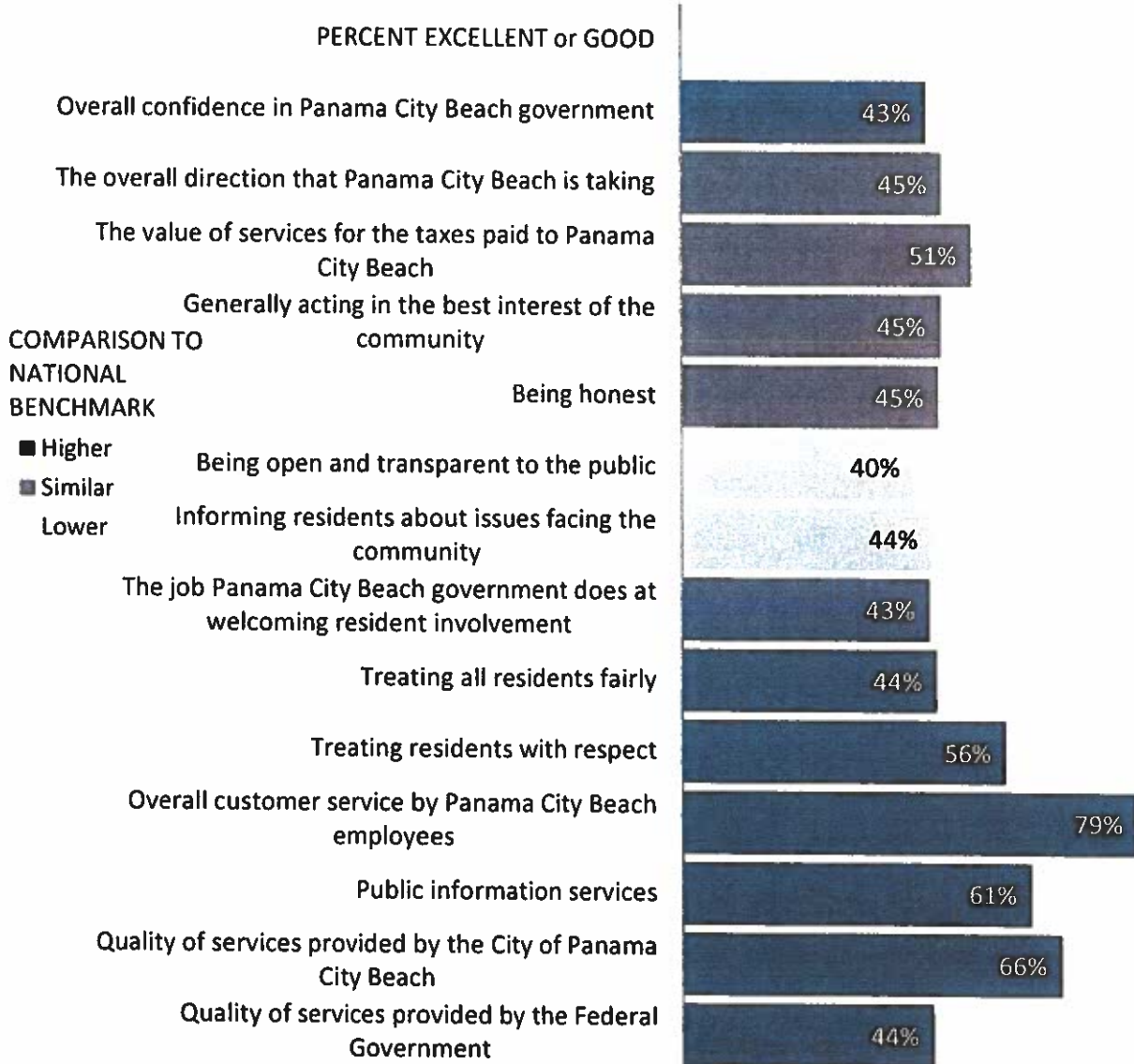


FIGURE 7: GOVERNMENT PERFORMANCE AND SERVICES - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall confidence in Panama City Beach government	↔	43%
The overall direction that Panama City Beach is taking	↔	45%
The value of services for the taxes paid to Panama City Beach	↔	51%
Generally acting in the best interest of the community	↔	45%
Being honest	↔	45%
Being open and transparent to the public	↓	40%
Informing residents about issues facing the community	↓	44%
The job Panama City Beach government does at welcoming resident involvement	↔	43%
Treating all residents fairly	↔	44%
Treating residents with respect	↔	56%
Overall customer service by Panama City Beach employees	↔	79%
Public information services	↔	61%
Quality of services provided by the City of Panama City Beach	↔	66%
Quality of services provided by the Federal Government	↔	44%

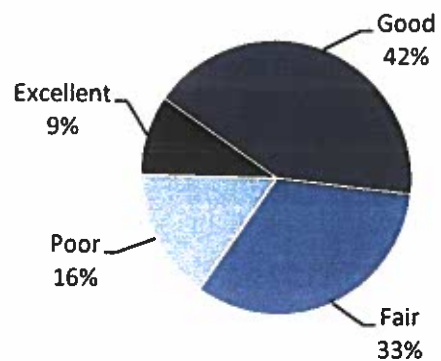
Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

OVERALL ECONOMIC HEALTH OF PANAMA CITY BEACH



What impact, if any, do you think the economy will have on your family income in the next 6 months?

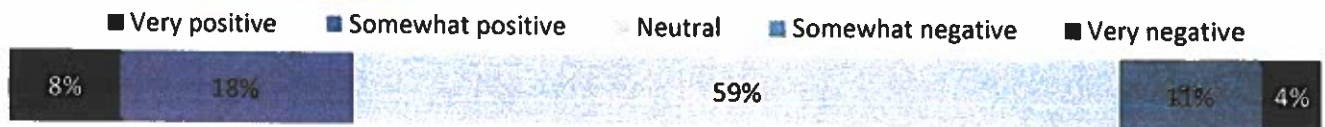


FIGURE 8: ECONOMIC HEALTH

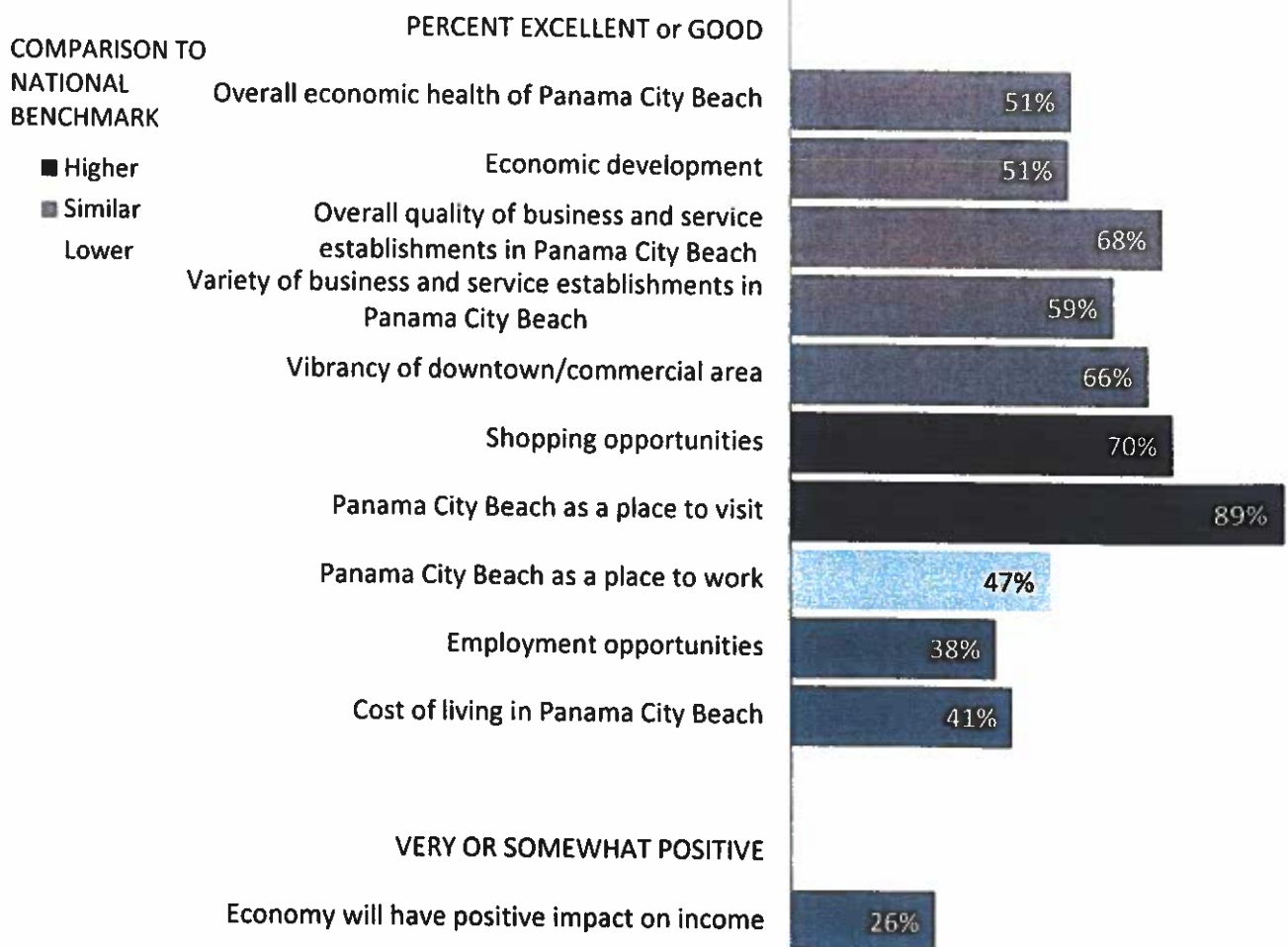


FIGURE 9: ECONOMIC HEALTH - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall economic health of Panama City Beach	↔	51%
Economic development	↔	51%
Overall quality of business and service establishments in Panama City Beach	↔	68%
Variety of business and service establishments in Panama City Beach	↔	59%
Vibrant downtown/commercial area	↔	66%
Shopping opportunities	↑	70%
Panama City Beach as a place to visit	↑↑	89%
Panama City Beach as a place to work	↓	47%
Employment opportunities	↔	38%
Cost of living in Panama City Beach	↔	41%

FIGURE 10: ECONOMIC IMPACT - SUMMARY

Percent very or somewhat positive	Comparison to benchmark	2020 rating
Economy will have positive impact on income	↔	26%

FIGURE 11: HOUSING COST - SUMMARY

Percent for whom housing costs are NOT 30% or more of household income	Comparison to benchmark	2020 rating
NOT experiencing housing costs stress	↓	55%

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work and play in the community.

OVERALL QUALITY OF THE TRANSPORTATION SYSTEM IN PANAMA CITY BEACH

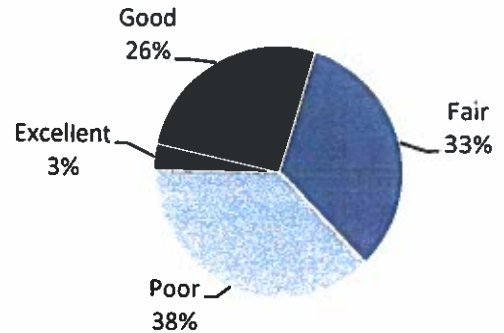


FIGURE 12: MOBILITY IN PANAMA CITY BEACH

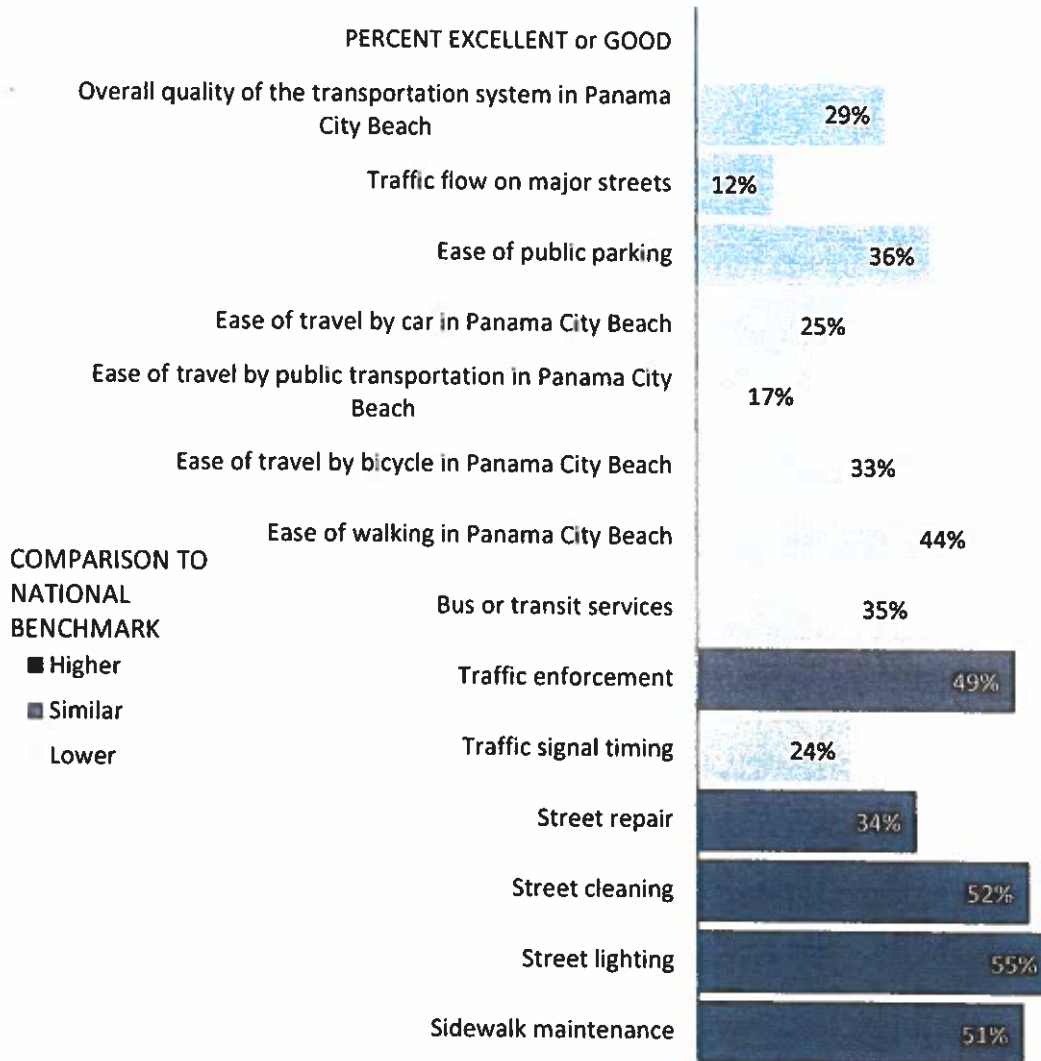


FIGURE 13: USE OF ALTERNATIVE TRANSPORTATION MODES

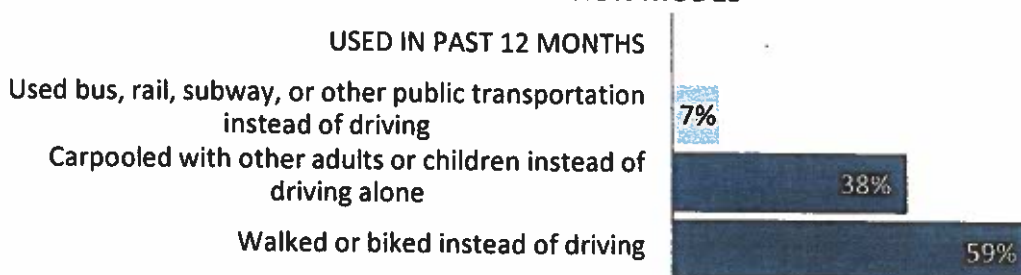


FIGURE 14: MOBILITY IN PANAMA CITY BEACH - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall quality of the transportation system in Panama City Beach	↓↓	29%
Traffic flow on major streets	↓↓	12%
Ease of travel by car in Panama City Beach	↓↓	25%
Ease of travel by public transportation in Panama City Beach	↓	17%
Ease of travel by bicycle in Panama City Beach	↓	33%
Ease of walking in Panama City Beach	↓	44%
Ease of public parking	↓	36%
Bus or transit services	↓	35%
Traffic enforcement	↔	49%
Traffic signal timing	↓↓	24%
Street repair	↔	34%
Street cleaning	↔	52%
Street lighting	↔	55%
Sidewalk maintenance	↔	51%

FIGURE 15: USE OF ALTERNATIVE TRANSPORTATION MODES - SUMMARY

Percent who did this in past 12 months	Comparison to benchmark	2020 rating
Used bus, rail, subway, or other public transportation instead of driving	↓	7%
Carpooled with other adults or children instead of driving alone	↔	38%
Walked or biked instead of driving	↔	59%

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

OVERALL DESIGN OR LAYOUT OF PANAMA CITY BEACH'S RESIDENTIAL AND COMMERCIAL AREAS

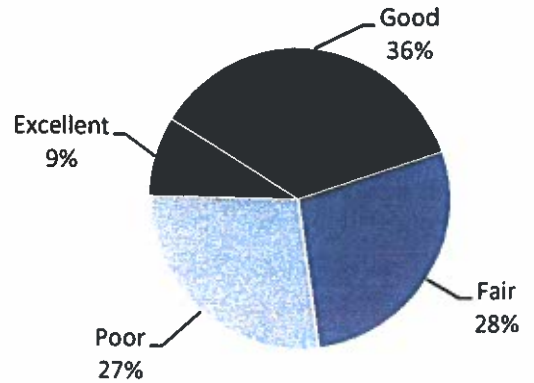


FIGURE 16: COMMUNITY DESIGN

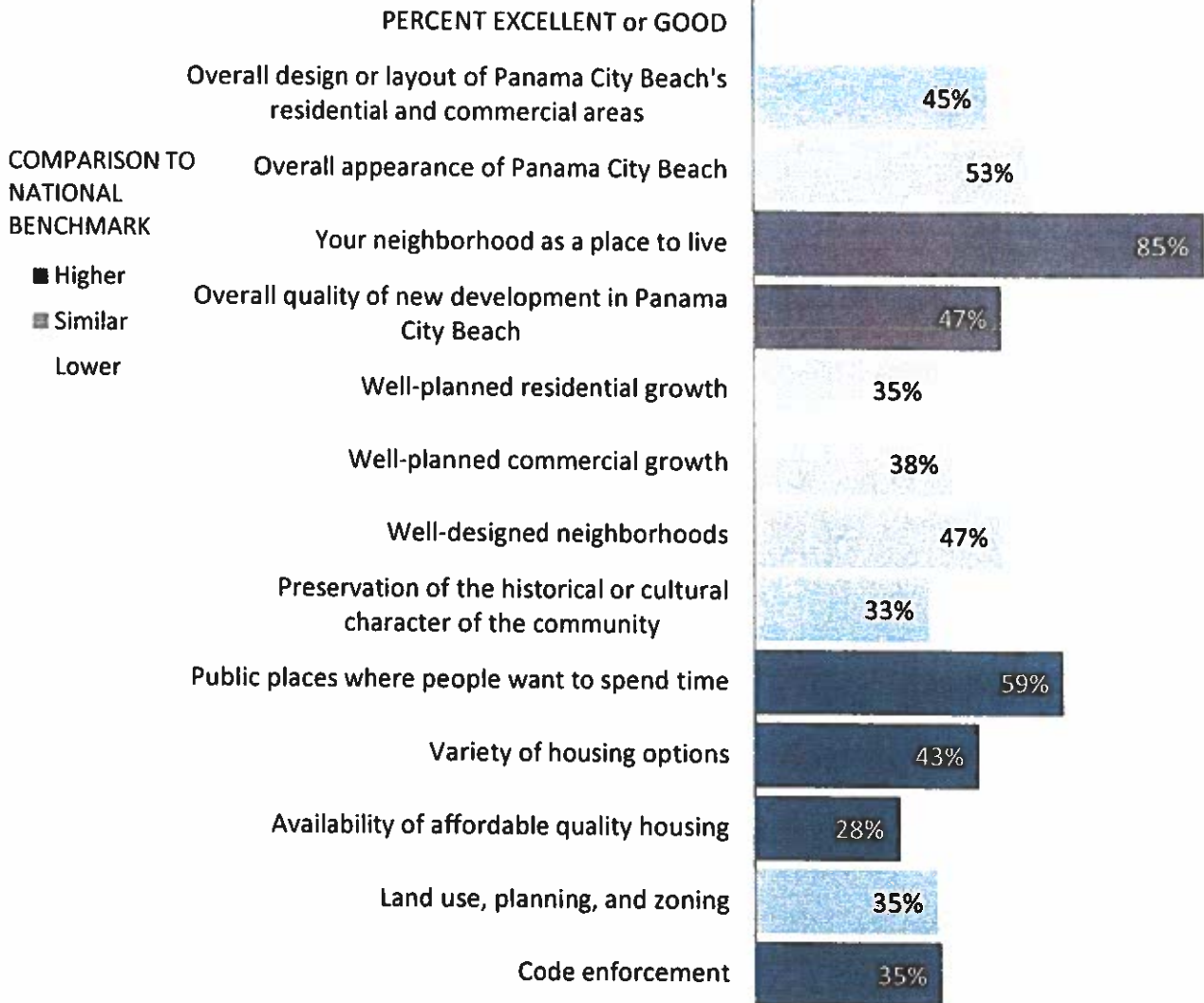


FIGURE 17: COMMUNITY DESIGN - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall design or layout of Panama City Beach's residential and commercial areas	↓	45%
Overall appearance of Panama City Beach	↓	53%
Your neighborhood as a place to live	↔	85%
Overall quality of new development in Panama City Beach	↔	47%
Well-planned residential growth	↓	35%
Well-planned commercial growth	↓	38%
Well-designed neighborhoods	↓	47%
Preservation of the historical or cultural character of the community	↓↓	33%
Public places where people want to spend time	↔	59%
Variety of housing options	↔	43%
Availability of affordable quality housing	↔	28%
Land use, planning, and zoning	↓	35%
Code enforcement	↔	35%

Legend

↑↑ Much higher

↑ Higher

↔ Similar

↓ Lower

↓↓ Much lower

* Not available

Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

OVERALL QUALITY OF THE UTILITY INFRASTRUCTURE IN PANAMA CITY BEACH

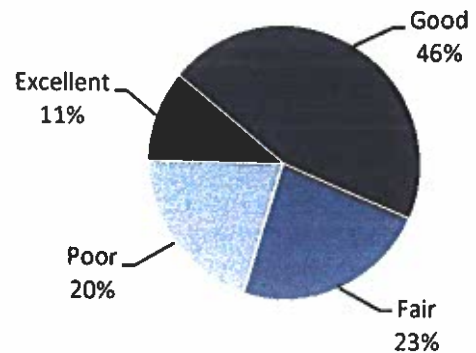


FIGURE 18: UTILITES

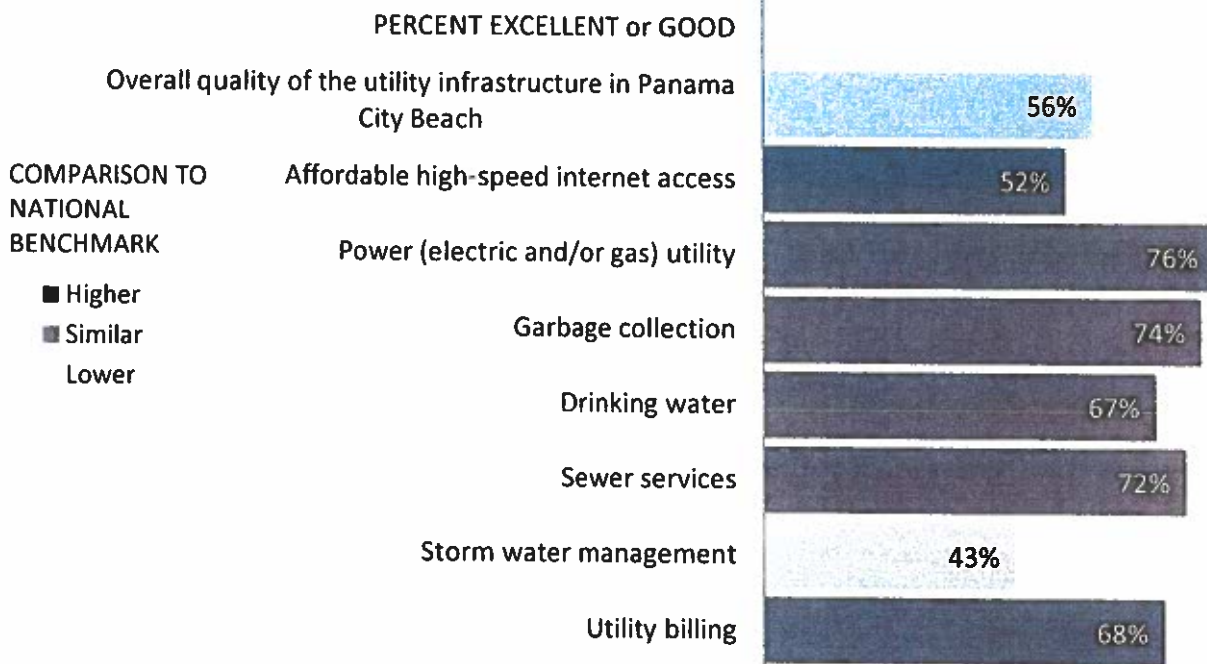


FIGURE 19: UTILITES - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall quality of the utility infrastructure in Panama City Beach	↓	56%
Affordable high-speed internet access	↔	52%
Power (electric and/or gas) utility	↔	76%
Garbage collection	↔	74%
Drinking water	↔	67%
Sewer services	↔	72%
Storm water management	↓	43%
Utility billing	↔	68%

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust Safety-related services is essential to residents' quality of life.

OVERALL FEELING OF SAFETY IN PANAMA CITY BEACH

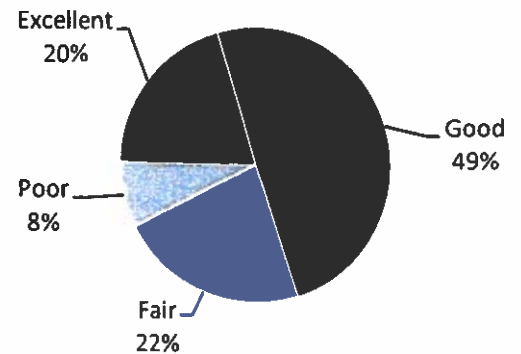


FIGURE 20: SAFETY IN PANAMA CITY BEACH

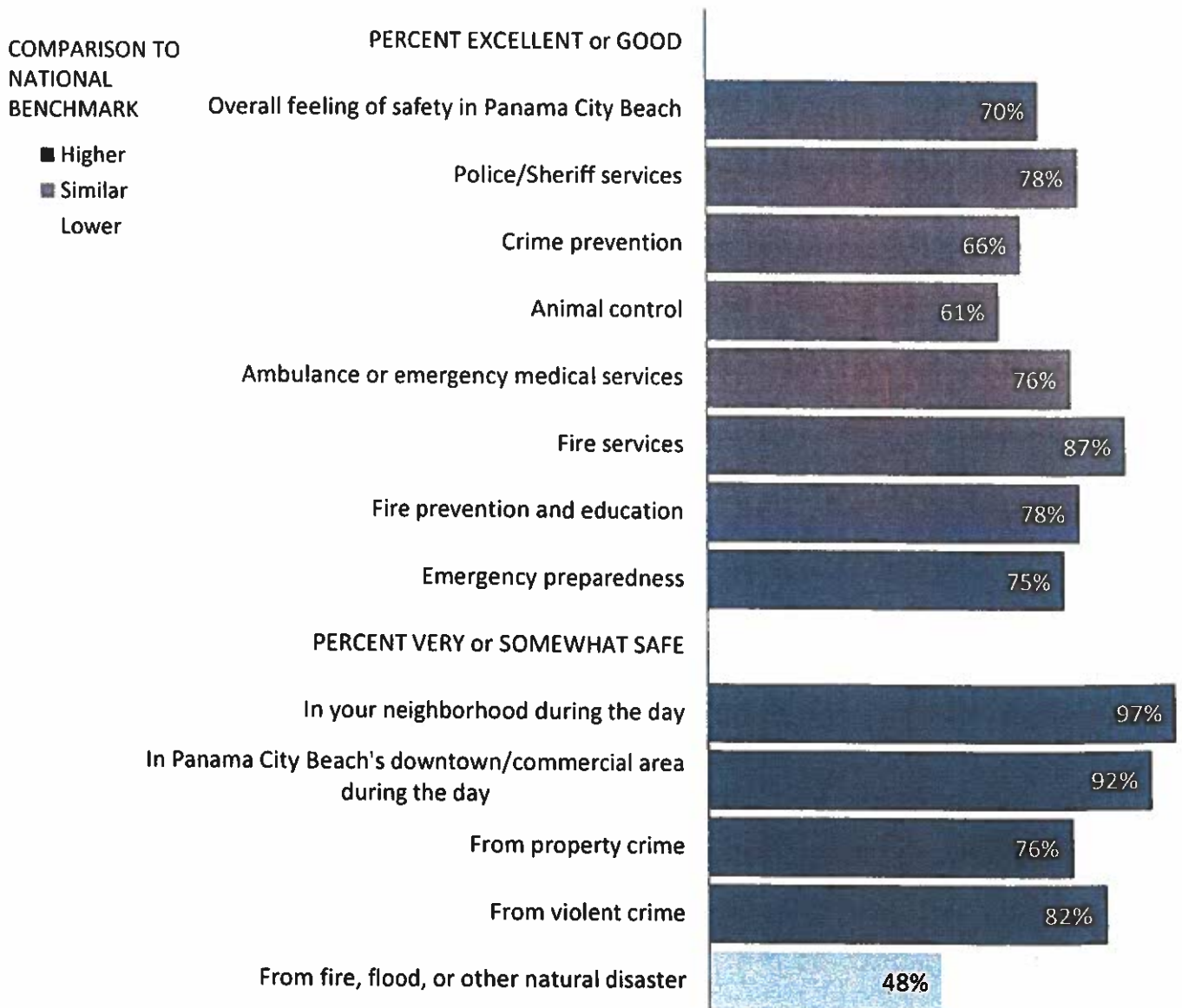


FIGURE 21: SAFETY-RELATED SERVICES - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall feeling of safety in Panama City Beach	↔	70%
Police/Sheriff services	↔	78%
Crime prevention	↔	66%
Animal control	↔	61%
Ambulance or emergency medical services	↔	76%
Fire services	↔	87%
Fire prevention and education	↔	78%
Emergency preparedness	↔	75%

FIGURE 22: FEELINGS OF SAFETY- SUMMARY

Percent who feel very or somewhat safe	Comparison to benchmark	2020 rating
In your neighborhood during the day	↔	97%
In Panama City Beach's downtown/commercial area during the day	↔	92%
From property crime	↔	76%
From violent crime	↔	82%
From fire, flood, or other natural disaster	↓↓	48%

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

Natural Environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

OVERALL QUALITY OF NATURAL ENVIRONMENT IN PANAMA CITY BEACH

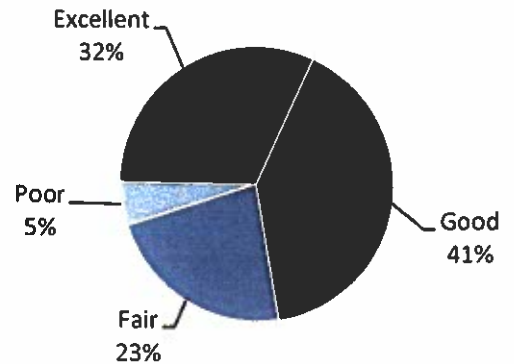


FIGURE 23: NATURAL ENVIRONMENT

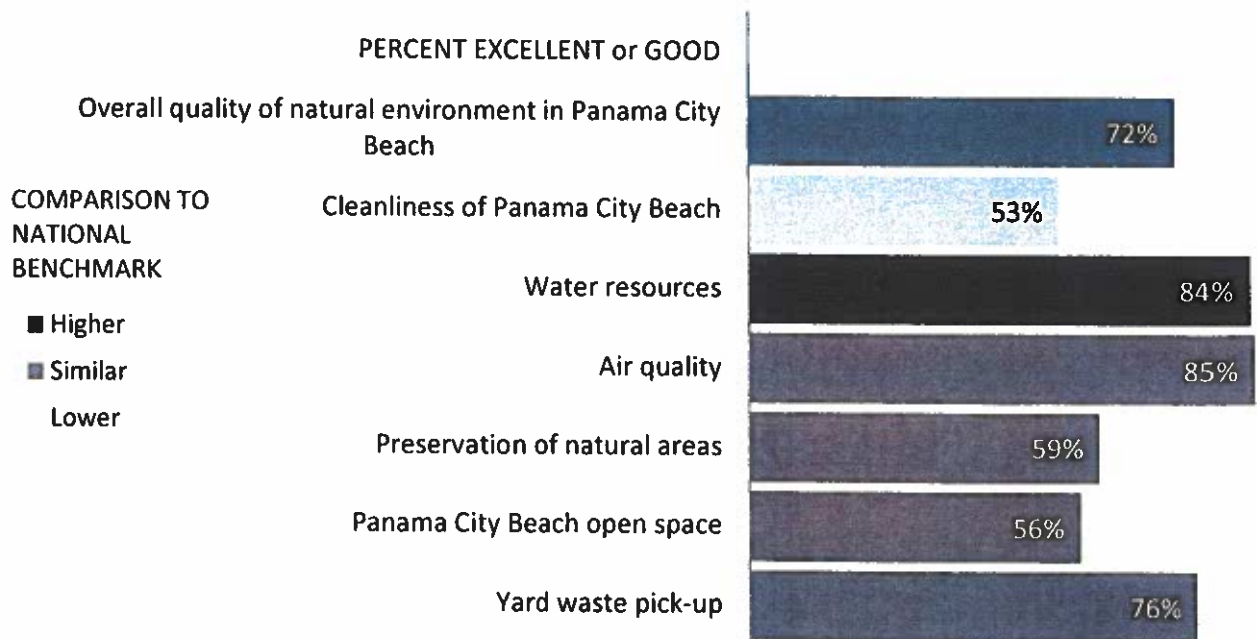


FIGURE 24: NATURAL ENVIRONMENT - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall quality of natural environment in Panama City Beach	↔	72%
Cleanliness of Panama City Beach	↓	53%
Water resources	↑	84%
Air quality	↔	85%
Preservation of natural areas	↔	59%
Panama City Beach open space	↔	56%
Yard waste pick-up	↔	76%

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."
 - National Recreation and Park Association

OVERALL QUALITY OF PARKS AND RECREATION OPPORTUNITIES IN PANAMA CITY BEACH

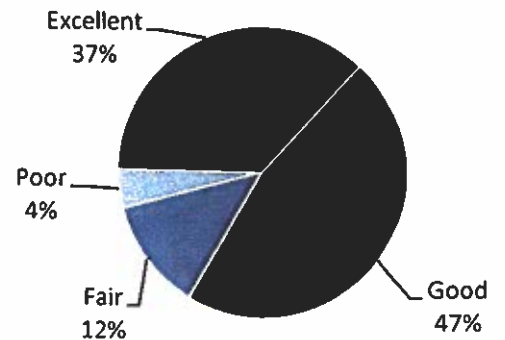


FIGURE 25: PARKS AND RECREATION

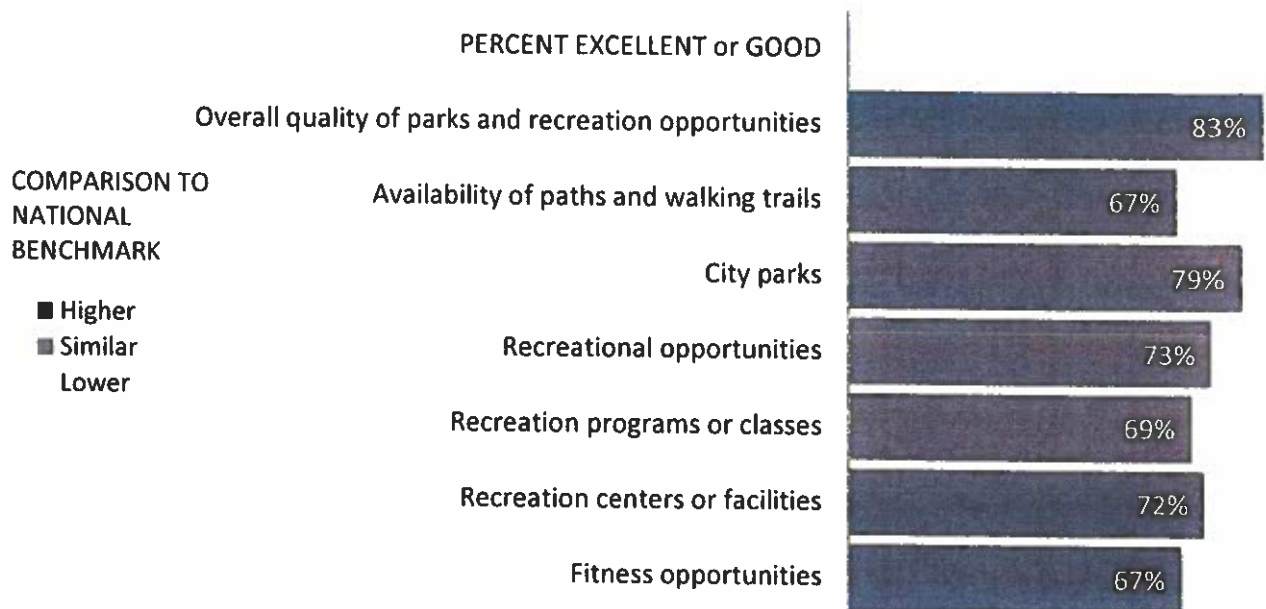


FIGURE 26: PARKS AND RECREATION - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall quality of parks and recreation opportunities	↔	83%
Availability of paths and walking trails	↔	67%
City parks	↔	79%
Recreational opportunities	↔	73%
Recreation programs or classes	↔	69%
Recreation centers or facilities	↔	72%
Fitness opportunities	↔	67%

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

Health and Wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

HEALTH AND WELLNESS OPPORTUNITIES IN PANAMA CITY BEACH

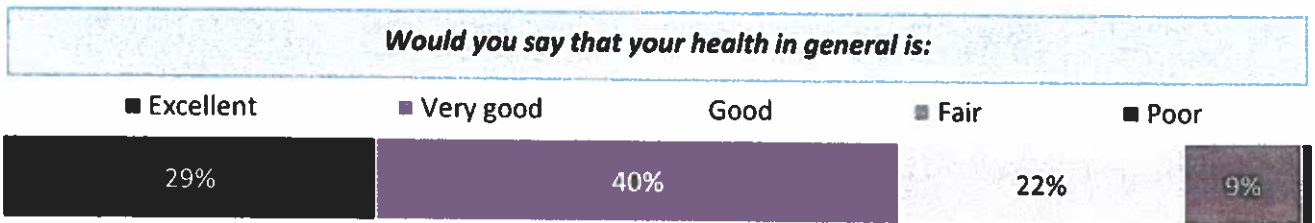
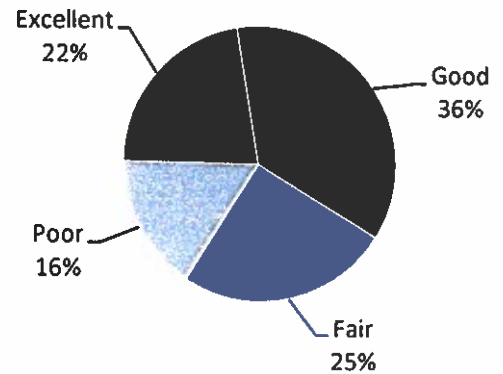


FIGURE 27: HEALTH AND WELLNESS

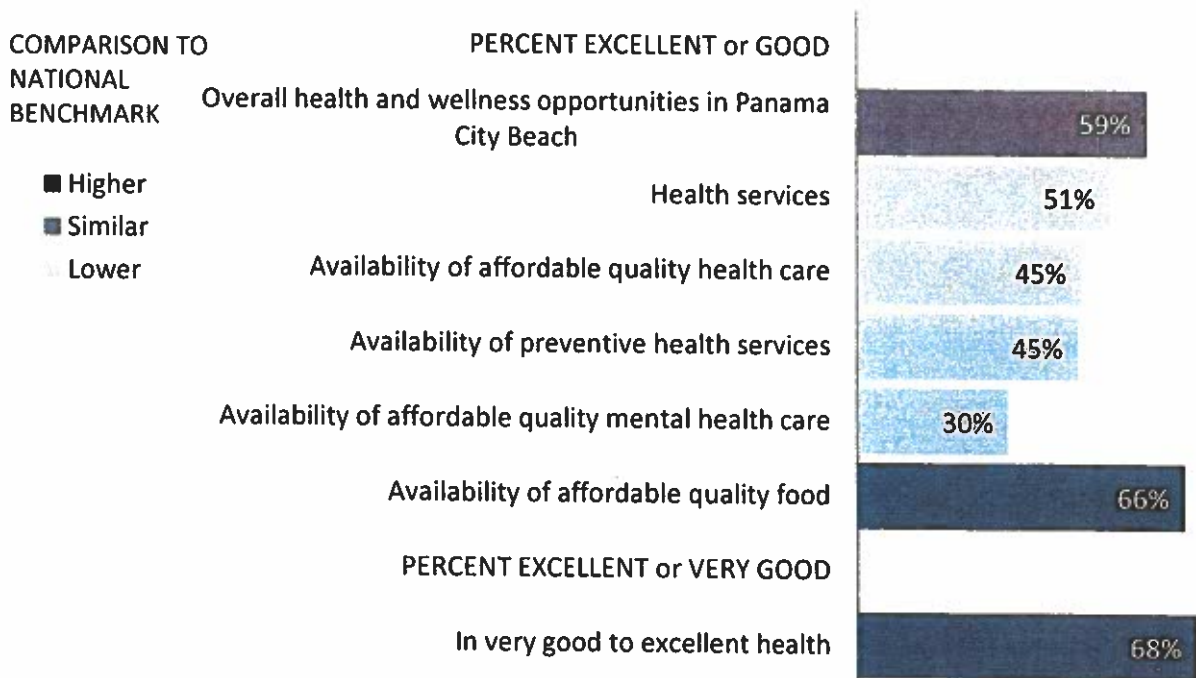


FIGURE 28: HEALTH AND WELLNESS - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall health and wellness opportunities in Panama City Beach	↔	59%
Health services	↓	51%
Availability of affordable quality health care	↓	45%
Availability of preventive health services	↓	45%
Availability of affordable quality mental health care	↓	30%
Availability of affordable quality food	↔	66%

FIGURE 29: PERSONAL HEALTH - SUMMARY

	Comparison to benchmark	2020 rating
In very good to excellent health	↔	68%

Legend

↑↑ Much higher

↑ Higher

↔ Similar

↓ Lower

↓↓ Much lower

* Not available

Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

OVERALL OPPORTUNITIES FOR EDUCATION, CULTURE, AND THE ARTS IN PANAMA CITY BEACH

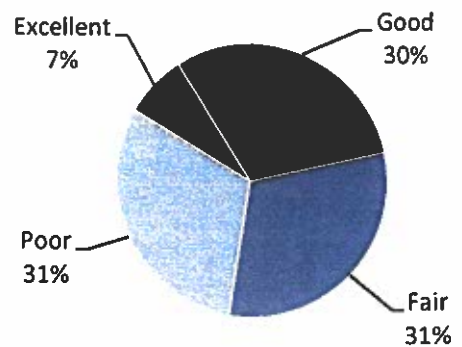


FIGURE 30: EDUCATION, ARTS AND CULTURE

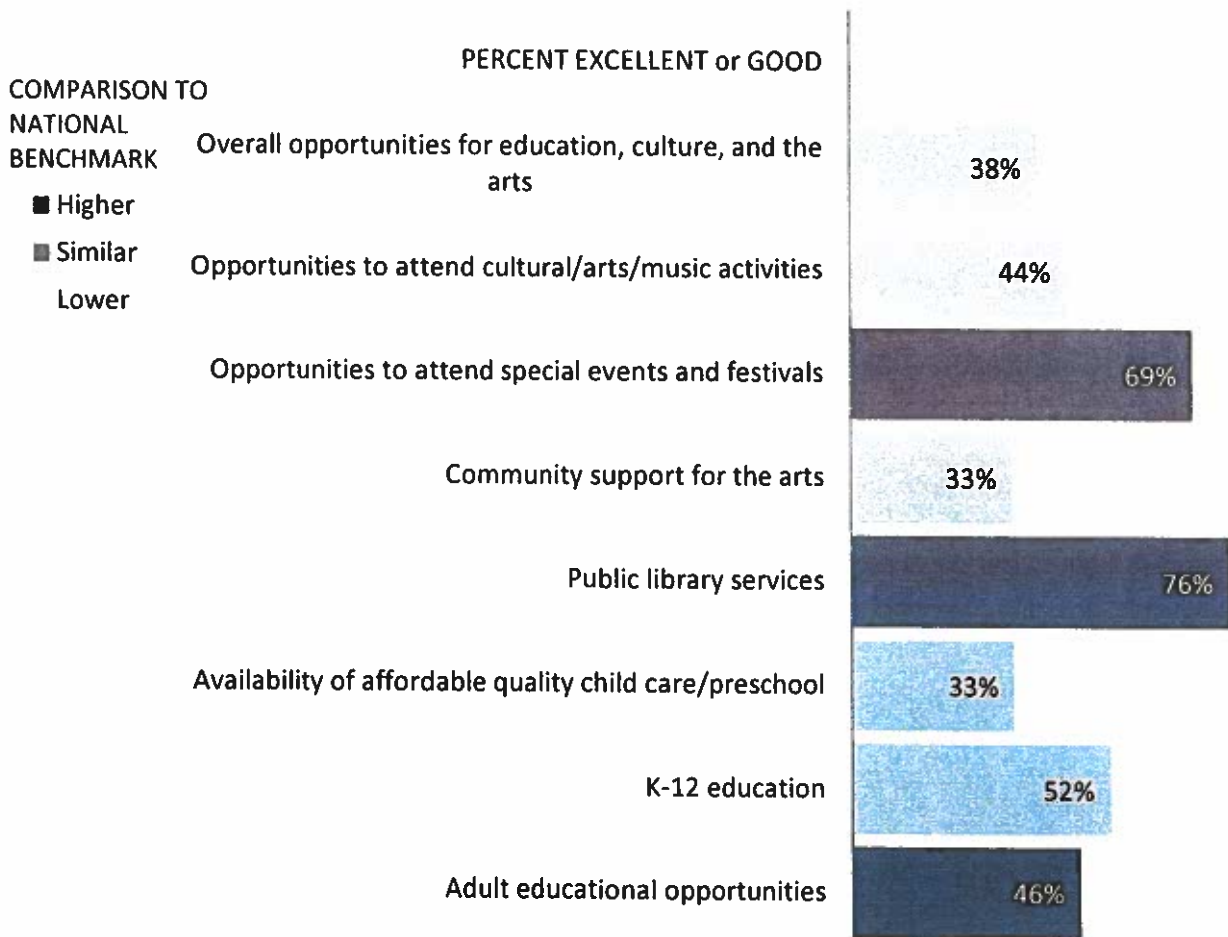


FIGURE 31: EDUCATION, ARTS AND CULTURE - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall opportunities for education, culture, and the arts	↓↓	38%
Opportunities to attend cultural/arts/music activities	↓	44%
Opportunities to attend special events and festivals	↔	69%
Community support for the arts	↓↓	33%
Public library services	↔	76%
Availability of affordable quality child care/preschool	↓	33%
K-12 education	↓	52%
Adult educational opportunities	↔	46%

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

Inclusivity and Engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

RESIDENTS' CONNECTION AND ENGAGEMENT WITH THEIR COMMUNITY

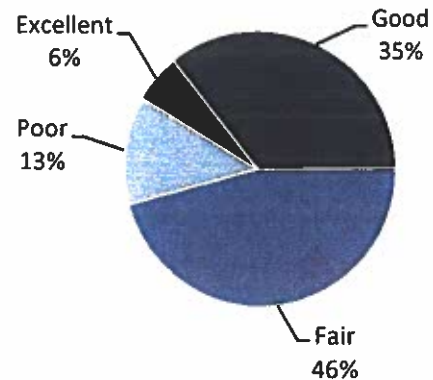


FIGURE 32: INCLUSIVITY AND ENGAGEMENT

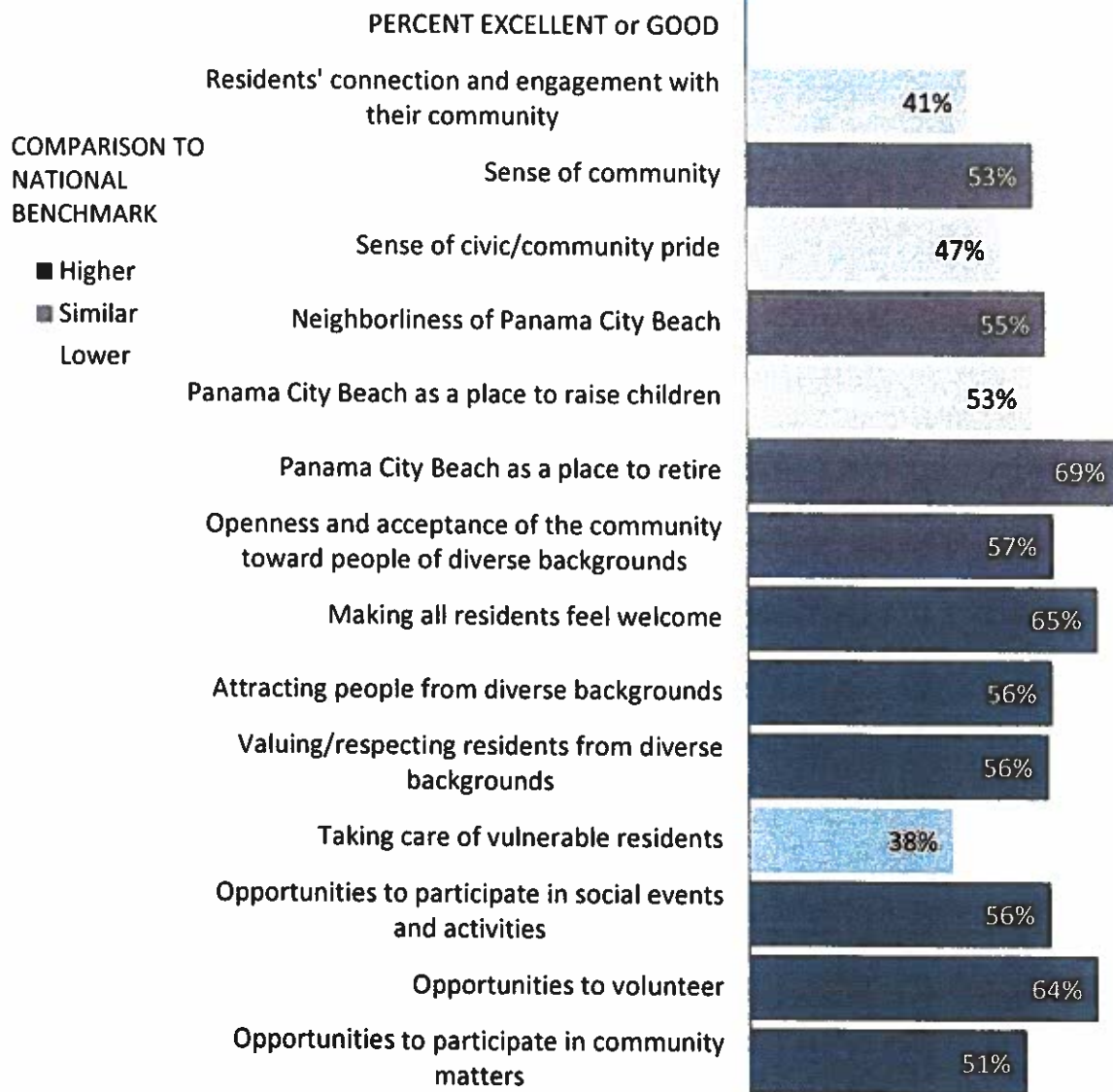


FIGURE 33: INCLUSIVITY AND ENGAGEMENT - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Residents' connection and engagement with their community	↓	41%
Sense of community	↔	53%
Sense of civic/community pride	↓	47%
Neighborliness of Panama City Beach	↔	55%
Panama City Beach as a place to raise children	↓	53%
Panama City Beach as a place to retire	↔	69%
Openness and acceptance of the community toward people of diverse backgrounds	↔	57%
Making all residents feel welcome	↔	65%
Attracting people from diverse backgrounds	↔	56%
Valuing/respecting residents from diverse backgrounds	↔	56%
Taking care of vulnerable residents	↓	38%
Opportunities to participate in social events and activities	↔	56%
Opportunities to volunteer	↔	64%
Opportunities to participate in community matters	↔	51%

Legend

↑↑ Much higher

↑ Higher

↔ Similar

↓ Lower

↓↓ Much lower

* Not available

FIGURE 34: RESIDENTS' PARTICIPATION LEVELS

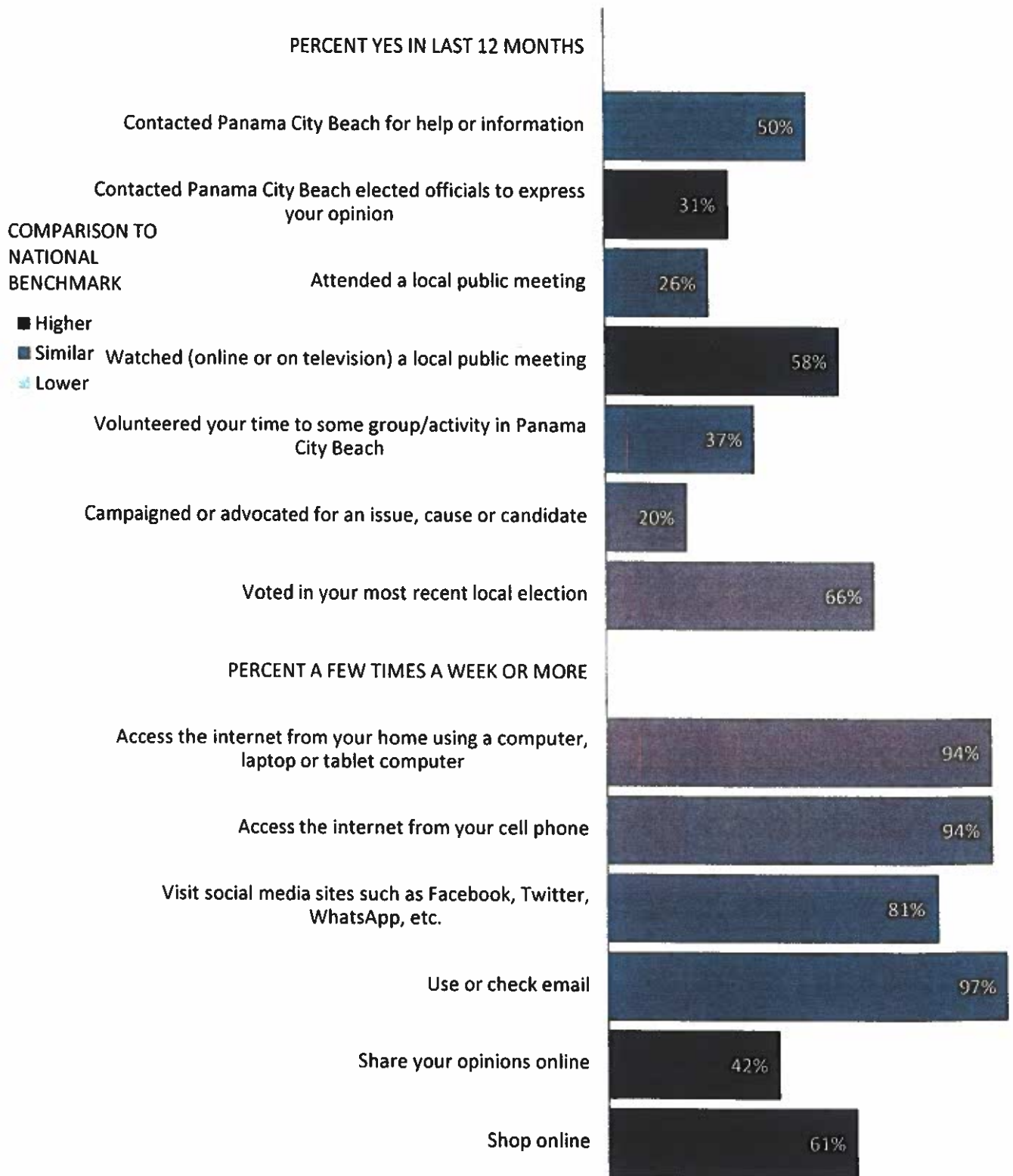


FIGURE 35: RESIDENTS' PARTICIPATION IN LAST 12 MONTHS- SUMMARY

Percent who had done each in last 12 months	Comparison to benchmark	2020 rating
Contacted Panama City Beach for help or information	↔	50%
Contacted Panama City Beach elected officials to express your opinion	↑	31%
Attended a local public meeting	↔	26%
Watched (online or on television) a local public meeting	↑↑	58%
Volunteered your time to some group/activity in Panama City Beach	↔	37%
Campaigned or advocated for an issue, cause or candidate	↔	20%
Voted in your most recent local election	↔	66%

FIGURE 36: RESIDENTS' GENERAL USE OF TECHNOLOGY- SUMMARY

Percent who report doing each at least a few times a week	Comparison to benchmark	2020 rating
Access the internet from your home using a computer, laptop or tablet computer	↔	94%
Access the internet from your cell phone	↔	94%
Visit social media sites such as Facebook, Twitter, WhatsApp, etc.	↔	81%
Use or check email	↔	97%
Share your opinions online	↑	42%
Shop online	↑	61%

Legend

↑↑ Much higher ↑ Higher ↔ Similar ↓ Lower ↓↓ Much lower * Not available

Special Topics

FIGURE 37: QUESTION 13

How interested, if at all, would you be in purchasing a City-offered high-speed broadband Internet service for you/your household?

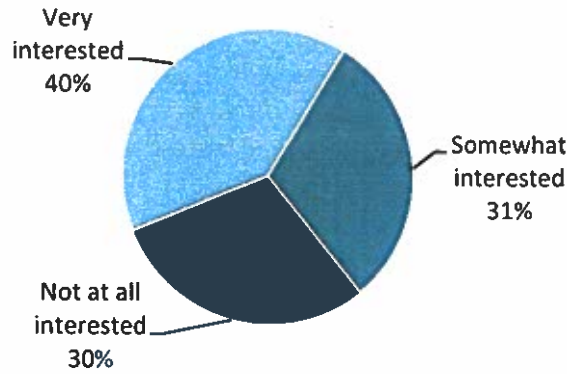


FIGURE 38: QUESTION 14

Assuming no additional costs to taxpayers, how much would you support or oppose creating a Charter school or STEM (Science, Technology, Engineering, Math) program in Panama City Beach?

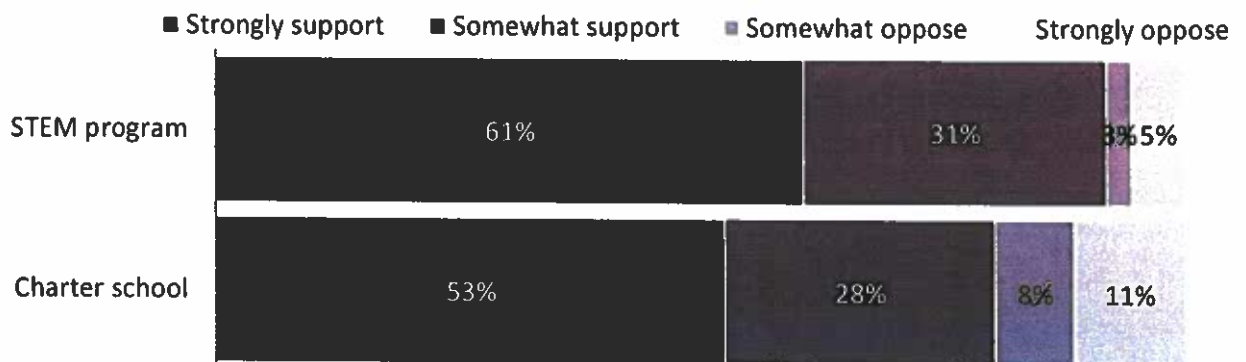


FIGURE 39: QUESTION 15

Currently, the City allows residents to select whichever trash hauler they prefer. While this gives residents different price and service options, it means that more heavy trucks are on the streets and on various schedules, which can create more traffic and noise. How concerned, if at all, are you about the number of trash haulers on your street?

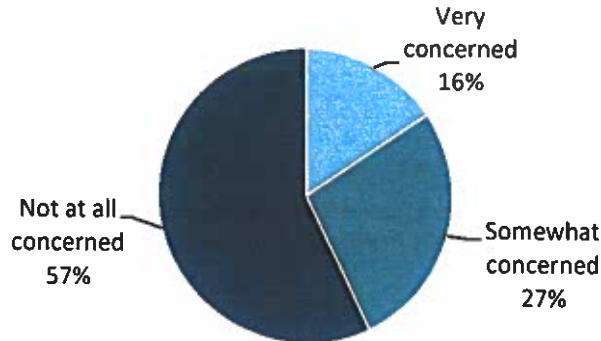


FIGURE 40: QUESTION 16

To reduce the number of heavy trucks on city streets, the City could consider contracting with (offering a franchise to) a single trash hauler to provide trash services to the entire City. The City would use a competitive bid process to provide the least expensive option with the best service. However, this would mean residents would no longer have a choice of services. How much would you support or oppose a single trash service hauler franchise for the entire city?

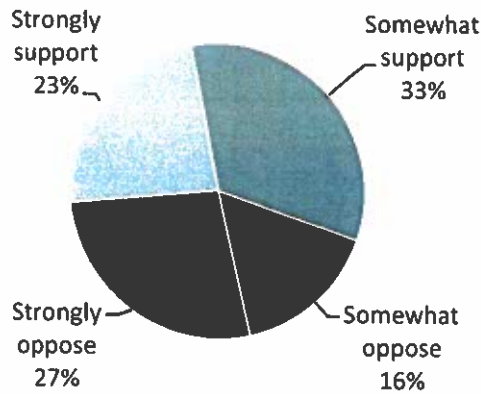


FIGURE 41: QUESTION 17

How much do you agree or disagree that the City should implement a fee schedule at the City Aquatic Center in which residents pay less than non-residents?

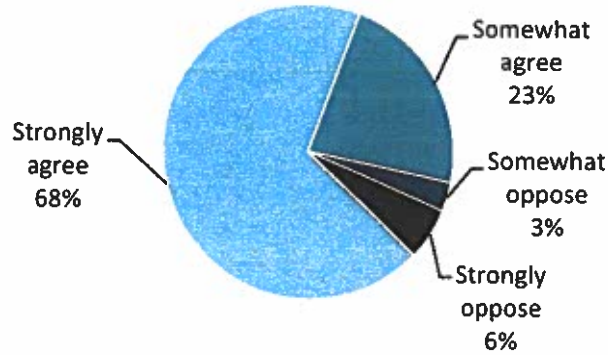


FIGURE 42: QUESTION 18

How important, if at all, do you think it is that the City's Aquatic Complex add each of the following?

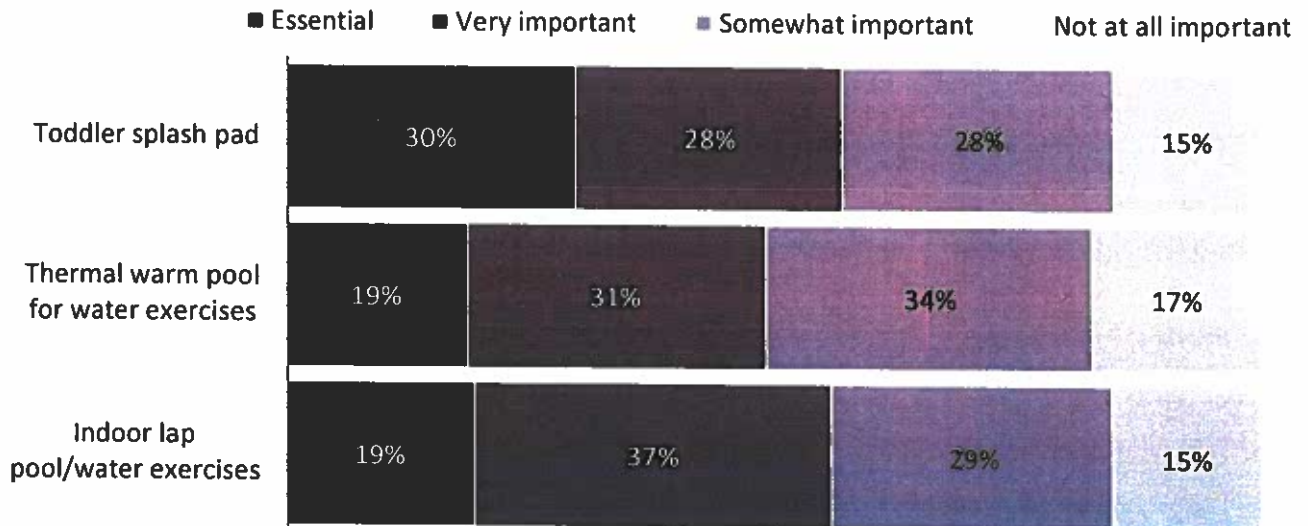


FIGURE 43: QUESTION 19

How important, if at all, do you think it is for the City to do each of the following?

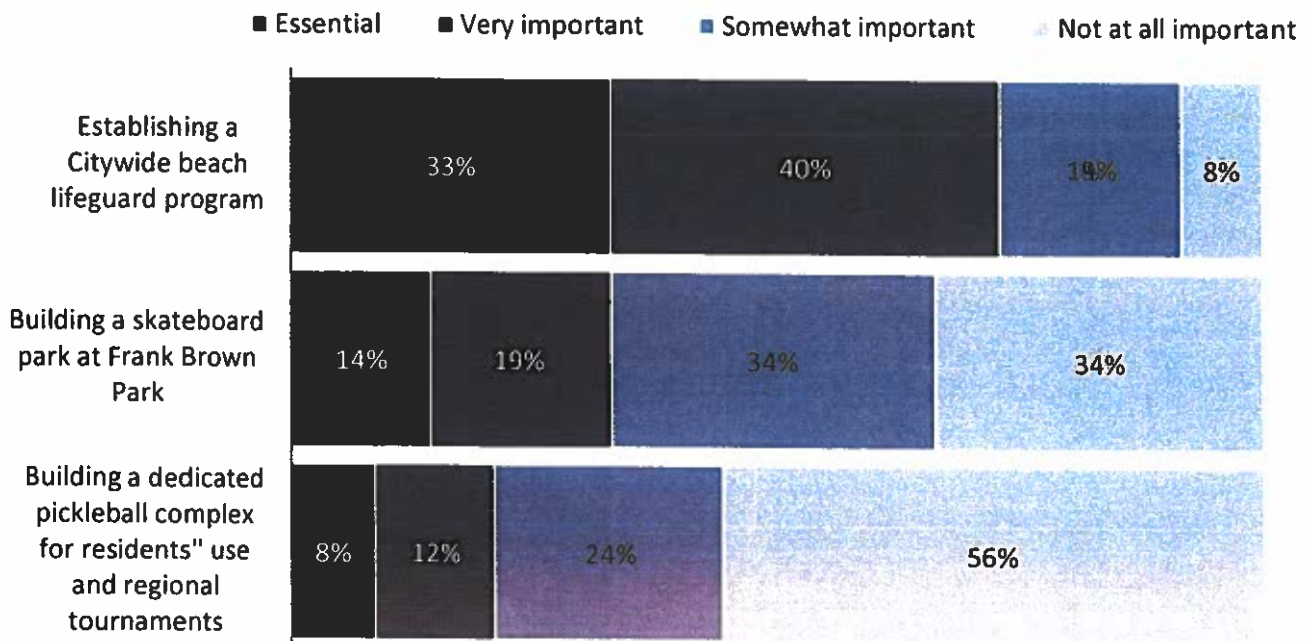
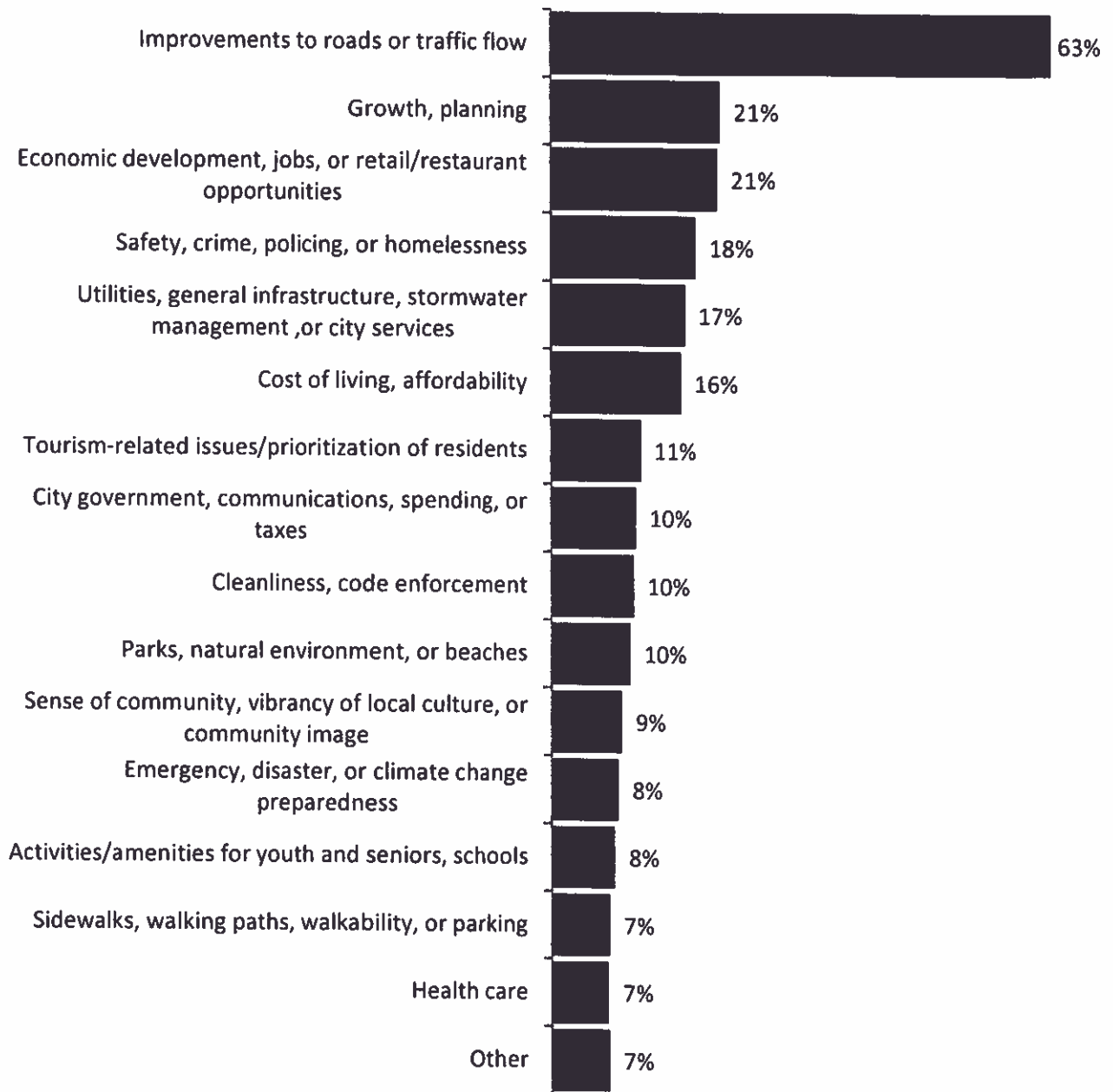


FIGURE 44: QUESTION 20 (OPEN-ENDED QUESTION)

What do you think are the top three challenges facing Panama City Beach?



Total may exceed 100% as respondents could select more than one option. For more information, including the full list of verbatim responses, see *The Open End Report* under separate cover.