



City of  
**Panama City Beach**

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**CITY COUNCIL**  
**Regular Meeting Agenda**  
**December 10, 2020**  
**6:00 p.m.**

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.

**A. CALL TO ORDER**

1. ROLL CALL
2. INVOCATION BY SENIOR PASTOR DR. STEVE TAYLOR WITH EMERALD COAST FELLOWSHIP
3. PLEDGE OF ALLEGIANCE LED BY COUNCILMAN CHESTER
4. COMMUNITY ANNOUNCEMENTS
5. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
6. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

**B. PRESENTATIONS**

- BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD
- PROCLAMATION HONORING THE LATE MAYOR PHILIP GRIFFITTS, SR.

**C. CONSENT AGENDA**

1. RESOLUTION 21-13, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASES OF EIGHT POLICE VEHICLES FROM GARBER FLEET SALES, IN THE AMOUNT OF \$286,487.
2. RESOLUTION 21-30, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING TASK ORDER 2021-01 TO THE MASTER SERVICES AGREEMENT FOR WATER UTILITY ENGINEERING SERVICES WITH DEWBERRY ENGINEERS, INC., RELATED TO EMERGENCY RESPONSE PLANNING IN THE AMOUNT OF \$60,690.

3. **RESOLUTION 21-39, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO BEACH CHAIRS, PROVIDING THAT WOODEN LOUNGERS MAY BE PERMITTED TO BE STORED ON THE BEACH OVERNIGHT IF MOVED TO ACCOMMODATE BEACH RAKING; AUTHORIZING THE POLICE DEPARTMENT TO WITHHOLD OR REVOKE PERMITS FOR BEACH SERVICES OR OWNER OPERATORS WHO DO NOT REMOVE FROM THE BEACH OR ORDERLY STORE AT THE TOW OF THE DUNE BEACH CHAIRS; PROVIDING THAT NOTICE OF THIS RESOLUTION SHALL BE PROVIDED TO VENDORS OF BEACH COMMERCE; PROVIDING FOR EXPIRATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**
4. **RESOLUTION 21-52, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU REGARDING USE OF AARON BESSANT PARK.**
5. **RESOLUTION 21-53, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH L&R CONTRACTING, INC., FOR THE CONSTRUCTION OF THE FRONT BEACH ROAD FORCE MAIN RELOCATION IN THE AMOUNT OF \$95,172.13.**
6. **RESOLUTION 21-54, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ROYAL AMERICAN CONSTRUCTION COMPANY, INC., FOR THE CONSTRUCTION OF THE BEACH DRIVE UTILITIES IMPROVEMENTS PROJECT IN THE AMOUNT OF \$4,344,793.00.**
- 7\*. **RESOLUTION 21-55, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BAY COUNTY AND OTHER BAY COUNTY MUNICIPALITIES REGARDING THE DISTRIBUTION OF LOCAL OPTION FUEL TAX PROCEEDS.**
8. **RESOLUTION 21-56, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LEPPPO, INC. DBA BOBCAT OF PANAMA CITY FOR THE PURCHASE OF ONE BOBCAT COMPACT TRACK LOADER WITH ROTARY CUTTER IN THE AMOUNT OF \$80,487.51.**
9. **RESOLUTION 21-57, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF AN INFIELD GROOMER FROM JERRY PATE TURF & IRRIGATION IN THE BASIC AMOUNT OF \$21,557.49.**
10. **RESOLUTION 21-58, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF A STAND-ON SPRAYER/SPREADER FROM JERRY PATE TURF & IRRIGATION IN THE BASIC AMOUNT OF \$13,846.50.**

11. RESOLUTION 21-59, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CITY'S PERSONNEL POLICIES AUTHORIZING SHIFT DIFFERENTIAL PAY.
12. APPROVAL OF LANGUAGE AND PURCHASE OF PLAQUES FOR CITY FACILITIES.

D. REGULAR AGENDA – DISCUSSION/ACTION

1. ML Ordinance 1543 - CAPITAL IMPROVEMENT UPDATE – FIRST READING
- 2\*. AM RESOLUTION 21-24, CONDEMNATION OF PROPERTY LOCATED AT 16726 FRONT BEACH ROAD.
3. AM RESOLUTION 21-40 AUTHORIZING CONDEMNATION AND OFFER OF LIFT STATION NO. 4
4. JP RESOLUTION 21-51, APPROVING AN AGREEMENT FOR THE PURCHASE OF TURF CHEMICALS.
5. TO RESOLUTION 21-64, A BUDGET AMENDMENT FOR THE PURCHASE OF A 2021 CHEVY COLORADO TRUCK FOR THE BUILDING DEPARTMENT.
6. DW RESOLUTION 21-65, A BUDGET AMENDMENT TO REFLECT THE RECEIPT OF A GRANT FOR THE POLICE DEPARTMENT.
7. TO DISCUSSION REGARDING 5-YEAR PLAN / GENERAL FUND RESERVE PLAN OPTIONS.

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.

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**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.

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

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

*Lynne Fasone* 12/4/2020  
\_\_\_\_\_  
City Clerk Date

*Lynne Fasone* 12/4/2020  
\_\_\_\_\_  
City Clerk Date

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E-mailed to interested parties and posted on the website by close of business on 12/11/2020.

COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE [WWW.PCBGOV.COM](http://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 Events  
For December 12, 2020 Council Meeting**

December 12 & 13	USFA Fastpitch Tournament	Frank Brown Park
December 27--30	Arnold Christmas Classic Woman's & Men's Basketball Tournament	Arnold High School
December 31	Beach NYE Fireworks	City Pier / County Pier & Schooner's

The December 24<sup>th</sup> City Council meeting is canceled because of the Christmas holiday. Our next meeting is schedule for Thursday, January 14, 2021 at 6:00 p.m.

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# **Presentations**



## CIVIC ACHIEVEMENT AWARD

*Be It Known That:*

***Dallas Crocker***

Has given exceptional service to the  
Boys and Girls Club of Panama City Beach

For the responsibility assumed, for the unselfish service  
rendered to the community and its citizens in discharging the  
duties of good citizenship, this token of CIVIC  
ACHIEVEMENT is hereby awarded.

*Presented this 10th day of December, 2020.*

A handwritten signature in blue ink, appearing to read "Mark Sheldon", written over a horizontal line.

Mayor Mark Sheldon

A handwritten signature in blue ink, appearing to read "Paul R. Casto", written over a horizontal line.

Councilman Paul Casto

A handwritten signature in blue ink, appearing to read "Phil Chester", written over a horizontal line.

Councilman Phil Chester

A handwritten signature in blue ink, appearing to read "Geoff McConnell", written over a horizontal line.

Vice Mayor Geoff McConnell

A handwritten signature in blue ink, appearing to read "Michael C. Jarman", written over a horizontal line.

Councilman Michael Jarman



**CONSENT AGENDA**  
**ITEM #1**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Panama City Beach Police Department

**2. MEETING DATE:**

December 10, 2020

**3. REQUESTED MOTION/ACTION:**

We respectfully request the Council's approval to purchase (1) one Dodge Ram 1500 SSV 4x4 truck (\$28,845.00) from Garber Chrysler Dodge.

**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?**

We respectfully request the Council's approval to purchase (1) one Dodge Ram 1500 SSV 4x4 truck at a cost of \$28,845.00 from Garber Chrysler Dodge. This purchase will allow us to change outdated vehicles that are at the end of their life cycle. This request is based off of the Florida Sheriffs Association (FSA) contract.



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Panama City Beach Police Department

**2. MEETING DATE:**

December 10, 2020

**3. REQUESTED MOTION/ACTION:**

We respectfully request the Council's approval to purchase (7) seven Chevy Tahoe 4x4 for (\$36,806.00 each) from Garber Chevrolet.

**4. AGENDA**

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED

- YES  NO  N/A   
 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?**

We respectfully request the Council's approval to purchase (7) seven Chevy Tahoe 4x4 at a cost of \$36,806.00 each from Garber Chevrolet. This purchase will allow us to change outdated vehicles that are at the end of their life cycle. This request is for full size vehicles with true 4x4 transmissions. This cost is at an increase of 7.8 %. However, with a large number of officers over six feet in height, the extra space will allow for a more efficient performance to include a larger total interior volume (193.8 cu. ft. vs. 170 cu.ft.) for specialized equipment. Currently specialized equipment is not being carried due to lack of space. The cost of this request is based off of the Florida Sheriffs Association (FSA) contract.

**RESOLUTION 21-13**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASES OF EIGHT POLICE VEHICLES FROM GARBER FLEET SALES, IN THE AMOUNT OF \$286,487.**

**BE IT RESOLVED** that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Garber Chrysler Dodge Truck, relating to the purchase of a 2021 Dodge Ram, in the basic amount of Twenty Eight Thousand Eight Hundred Forty Five Dollars (\$28,845), in substantially the form attached and presented as Exhibit A to the Council today, draft dated November 18, 2020, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Garber Chevrolet Buick GMC, relating to the purchase of seven 2021 Chevrolet Tahoes, in the basic amount of Two Hundred Fifty Seven Thousand Six Hundred Forty Two Dollars (\$257,642), in substantially the form attached and presented as Exhibit B to the Council today, draft dated November 18, 2020, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

### 3.0 CONTRACT CONDITIONS

#### 3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

#### 3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

#### 3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org).

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

#### 3.04 OPTION TO RENEW & PRICE ADJUSTMENT

##### Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

##### Price Adjustment

On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

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**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

### 3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

### 3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

### 3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

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**Contract Terms and Conditions**

**3.08 PRODUCTION CUTOFF**

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

**3.09 FACILITIES**

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

**3.10 SUBSTITUTIONS**

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

**3.11 POLICE RATED VEHICLES & MOTORCYCLES**

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and  
Budget Police Vehicle Evaluation Program

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**Contract Terms and Conditions**

[https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203\\_7.pdf](https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203_7.pdf)

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

<https://www.lasd.org/pdfs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

[https://www.lasd.org/pdf/2017\\_MotorcycleTestBooklet12192017.pdf](https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf)

### 3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

### 3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

### 3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

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**Contract Terms and Conditions**

with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

**3.15 VENDOR INSTALLED OPTIONS**

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

**3.16 NON-SCHEDULED OPTIONS**

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

**3.17 FORCE MAJEURE**

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

**3.18 DELIVERY TIME**

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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**Contract Terms and Conditions**

**3.19 ORDER**

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to [coop@flsheriffs.org](mailto:coop@flsheriffs.org).

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

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**Contract Terms and Conditions**

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

### 3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

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**Contract Terms and Conditions**

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

**3.21 INSPECTION AND ACCEPTANCE**

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

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**Contract Terms and Conditions**

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

### 3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

### 3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

### 3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

### 3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

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The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

**3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS**

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to [COOP@flsheriffs.org](mailto:COOP@flsheriffs.org).

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to [REPORTS@flsheriffs.org](mailto:REPORTS@flsheriffs.org).

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

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**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15<sup>th</sup> day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

**3.27 ADMINISTRATIVE FEE**

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**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to

Florida Sheriffs Association  
Cooperative Purchasing Program  
2617 Mahan Drive  
Tallahassee, FL 32308

### 3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16<sup>th</sup> day following the end of the quarter.

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**Contract Terms and Conditions**

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

**Schedule of Liquidated Damages**

Failure to submit quarterly report and/or administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.





**Panama City Beach Police Department**

Specification #	259
Unit Description	CK10706/9C1

Prepared for: Prepared by:

**11/18/2020**  
 Panama City Beach Police Department  
 Attn: Capt. Wayne Maddox  
[wmaddox@beachpolice.org](mailto:wmaddox@beachpolice.org)  
 (850) 233 5000

**Garber Chevrolet Buick GMC**  
 Ryan Davis  
 (904) 264 2442 ext.2350 FAX (904) 284-0054  
 3340 Hwy 17 Green Cove Springs, FL 32043  
[rdavis@garberbuick.com](mailto:rdavis@garberbuick.com)

**Florida Sheriff's Association**

Prices are published by the Florida Sheriffs Association. ([https://www.flsheriffs.org/our\\_program/purchasing\\_programs/cooperative-fleet-bid-awards/](https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/)). Purchasing contract number is FSA20-VEL 28.0, expiring September 30th, 2021 for - Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price	
CK10706/9C1 <b>2021 Chevrolet Tahoe 4WD 4dr 9C1</b>		\$36,096.00	
Codes	Optional Equipment	Unit Price	Net Price
1FL	Commercial Preferred Equipment Group	Included	\$0.00
9C1	Identifier for Police Package Vehicle	Included	\$0.00
L84	Engine, 5.3L EcoTec3 V8	Included	\$0.00
MQC	Transmission, 10-speed automatic	Included	\$0.00
GAZ	Summit White	Included	\$0.00
H1T	Jet Black, cloth seat trim	Included	\$0.00
ST5	Seats, front cloth and second row vinyl	Included	\$0.00
SY1	Front center seat (20% seat) delete	Included	\$0.00
PQA	1FL Safety Package	393	\$393.00
VK3	License plate front mounting package	N/C	\$0.00
6J3	Wiring, grille lamps and siren speakers	91	\$91.00
6J4	Wiring, horn and siren circuit	54	\$54.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	49	\$49.00
6N5	Switches, rear window inoperative	56	\$56.00
6N6	Door locks and handles, inside rear doors inoperative	61	\$61.00
7X3	Spotlamp, left hand (LED)	Included	\$0.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Included	\$0.00
4K	Two Additional Keys and Key Fobs	Included	\$0.00
TTAG	Temporary Tag	6	\$6.00
DEL	Delivery	Included	\$0.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>			<b>\$ 36,806.00</b>

# **CONSENT AGENDA**

## **ITEM #2**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Utilities Department - Al Shortt, Utilities Director

**2. MEETING DATE:**

December 10, 2020

**3. REQUESTED MOTION/ACTION:**

Approve a Task Order with Dewberry Engineers for updating the Utility's Emergency Response Plan as required by federal law.

**4. AGENDA**

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

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

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

DETAILED BUDGET AMENDMENT ATTACHED Yes  No  N/A

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

The Federal Water System Infrastructure Security Act was signed into law in October 2018. It requires public water utilities to conduct Risk and Resiliency Assessments of their systems, and subsequently update their Emergency Response Plan (ERP). The law provides a timeline for utilities to complete the effort. Dewberry has finished the Risk and Resiliency Assessment effort and the required certification of completion will be submitted by December 31, 2020. It is now time to update the ERP, which must be completed and certified by June 30, 2021.

Staff requested a follow-up proposal from Dewberry Engineers, Inc. to provide the necessary professional services for the effort. Attached for your review is their proposal as Attachment "A" under the current Master Services Agreement. Staff has reviewed the proposal and finds that the requested fee of \$60,690 is in line with the work effort. Also attached for your review is a draft Exhibit "B", Combined Task Order and Notice To Proceed, that would be executed upon City Council approval. Staff recommends approval of the Task Order and the work is budgeted. Dewberry has committed to complete the work by April 15, 2021.

**RESOLUTION 21-30**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING TASK ORDER 2021-01 TO THE MASTER SERVICES AGREEMENT FOR WATER UTILITY ENGINEERING SERVICES WITH DEWBERRY ENGINEERS, INC., RELATED TO EMERGENCY RESPONSE PLANNING IN THE AMOUNT OF \$60,690.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Task Order 2021-01 to the Master Services Agreement for Water Utility Engineering Services between the City and Dewberry Engineers, Inc., relating to Emergency Response Planning and Cyber Security Incident Response Planning, in the basic amount of Sixty Thousand, Six Hundred Ninety Dollars (\$60,690), in substantially the form attached and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk



Dewberry Engineers Inc. | 919 881 9939  
2610 Wycliff Road, Suite 410 | 919.881 9923 fax  
Raleigh, NC 27607 | www.dewberry.com

November 30, 2020

**ATTACHMENT A**

Mr. Al Shortt, PE  
Utilities Director  
City of Panama City Beach  
116 South Arnold Road  
Panama City Beach, FL

RE: City of Panama City Beach Water System Risk and Resilience Planning – Phase 2  
Emergency Response Planning and Cyber Security Incident Response Planning

Dear Mr. Shortt,

Dewberry Engineers Inc. (Dewberry) appreciates this opportunity to submit this proposal for professional engineering services for the above referenced project to the City of Panama City Beach (CLIENT).

#### **UNDERSTANDING OF THE PROJECT**

With the advent of formal standards and best practices for assessing and managing risk and resilience at water facilities, it has become critical for utilities to undertake the formal process of risk and resilience management an emergency planning. The America's Water Infrastructure Act of 2018 has been signed into law, with a requirement specifically for water systems to perform risk and resilience assessments and follow up Emergency Response Planning.

The Dewberry team has been utilizing a phased approach to this overall project to assist with budgeting and allow for understanding of each phase ahead of agreement. Phase 1 covered the assets/threats characterization with site visits, consequences/threat analysis, vulnerability analysis and baseline and final reporting. Phase 2 will address an update to the water system Emergency Response Plan (ERP) and Cyber Security Incident Response Plan.

Dewberry recently assisted the City with execution of the J-100 standard process of risk and resilience assessment (RRA) and system management planning with inclusion of cyber security assessment. This effort is being completed and will be certified before the December 31, 2020 deadline.

The AWIA law states:

*(b) EMERGENCY RESPONSE PLAN. — Each community water system serving a population greater than 3,300 shall prepare or revise, where necessary, an emergency response plan that incorporates findings of the assessment conducted under subsection (a) for such system (and any revisions thereto). Each community water system shall certify to the Administrator, as soon as reasonably possible after the date of enactment of America's Water Infrastructure Act of 2018, but not later than 6 months after completion of the assessment under subsection (a), that the system has completed such plan.*

*The emergency response plan shall include:*

- (1) strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;*
  - (2) plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;*
  - (3) actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers; and*
  - (4) strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.*
- (c) COORDINATION. — Community water systems shall, to the extent possible, coordinate with existing local emergency planning committees established pursuant to the Emergency Planning and Community Right-To-Know Act of 1986 (42 U.S.C. 11001 et seq.) when preparing or revising an assessment or emergency response plan under this section.*

Per law the Water System Emergency Response Plan (ERP) has a due date of six months after RRA certification or no later than June 30, 2021. We understand the City is undertaking a City-wide Emergency Response Plan to be completed prior to May 2021. Dewberry will work to complete the water system ERP to coordinate with the completion of the City-wide ERP. Dewberry will generally follow industry standard guidance per AWWA G440 Emergency Preparedness Practices standard and the corresponding Manual M19 Emergency Planning for Water Utilities and the recently published by EPA, Community Water System Emergency Response Plan Template as well as other industry resources to update your existing ERP.

## **SCOPE OF SERVICES**

Task 1 – Dewberry will review all existing ERP related documents including, but not necessarily limited to the existing Risk and Resilience Assessment (RRA), ERP, emergency contacts, mutual aid agreements, inter-local service agreements, utility organizational structure (normal and emergency), chemicals stored at the facility, operating schedules and shifts, existing facilities/assets and equipment, detailed communication modes and information, existing checklists, forms, lists and structure of emergency training conducted, etc. Some of these items have been previously reviewed and discussed while others may have not.

Task 2 – Dewberry will schedule and lead a meeting with key CLIENT stakeholders to go over the existing available information, confirm the goals of the update, establish Critical Success Factors, confirm project contacts and communication and set schedules. Additional discussion will take place aimed at capturing all relevant input, concerns and direction from the CLIENT's staff in attendance. Dewberry will provide direction on who should be invited to this meeting

Mr. Al Shortt, P.E.  
City of Panama City Beach  
November 30, 2020

from among the CLIENT's staff. The meeting is presumed to last approximately two (2) hours and occur virtually.

Task 3 – Dewberry will work with the CLIENT to develop and schedule one meeting with representatives of the Local Emergency Planning Committee (LEPC) and to include other relevant agencies, if the CLIENT chooses to include them. Dewberry will develop an invitation with an introduction, meeting purpose, agenda and enough information to allow all attendees to be prepared in advance. The goal is to raise awareness by all parties regarding the water system's emergency planning efforts, enhance communication and incorporate, where practical, elements to increase and simplify coordination at the regional level.

Task 4 – Using the CLIENT's existing emergency documents (ERP, GOGs, SOP's and EOP's) as a starting point, Dewberry will develop and deliver a draft outline of the updated ERP for concurrence. Dewberry will provide updates to the ERP that focus on a few key areas, including:

- Utility Information - reference to background and purpose, critical staff contacts, primary system component information, document control and current ERP protocols.
- Resilience Strategies and Readiness Resources – roles and responsibilities relevant to the water system, the first responders, LEPC, incident chain of command, etc. as well as critical equipment/services, mutual aid partners/agreements and critical customer communication. Media outreach will be addressed as well. As a key step in having an effective ERP, Dewberry will recommend to the CLIENT, the staff position that should be assigned responsibility for document maintenance.
- Cybersecurity/SCADA recovery – relevant to the assessment completed during the AWIA work by EMA (subconsultant). Dewberry is proposing to use EMA to address input into the following sections relevant to cybersecurity for the Utility – ICS roles, communication, core response procedures, incident specific response procedures and cyber intrusion. Additionally, the AWWA cybersecurity guidelines suggest using controls detailed in NIST800-53 as discussed during the AWIA assessment. The incident response family in NIST800-53 has 10 controls and the City has/is implementing some controls. We propose to further address the remaining controls with the help of EMA, as applicable. This task will cover the cybersecurity requirements of the ERP by developing a Cybersecurity Incident Response Policy, Plan and Procedure (IR3P) specific to the City of Panama City Beach Water Utility. This task will require meetings/workshop to further discuss the development of controls via WEBEX/TEAMS or other non-face to face meetings.
- Incident Specific Emergency Action Procedures (EAPs) - Identify specific steps in responding to an operational emergency or malevolent act based on the results of the Water System J100 Risk and Resilience Assessment and Management Plan. Dewberry will review existing General Operating Guidelines, (GOGs), Standard Operating Procedures and Emergency Operation Procedures (SOPs and EOPs) that may exist within the Utility. Dewberry will recommend updates to specific GOGs, SOPs or EOPs as well as address cybersecurity, finished water contamination and source water

contamination as required by AWIA. Others may include flooding, fire/explosion, hazardous material incident, extreme cold/winter storms, tornado/high winds, hurricanes, earthquakes, site security incident, cross-contamination. Dewberry will work with the City to incorporate existing plans/procedures and include per reference as might exist such as drought response and others. We have assumed preparing four (4) incident specific EAPs, that may not already exist and will reference the City-wide ERP as applicable.

- Training and plan review - identify potential training and exercises to undertake and related plans that may require further review and updating. Address updates as required by AWIA and provide procedure for annual updating of critical common to change information.

Task 5 – Dewberry will plan, schedule and lead a meeting to review the draft updates to the ERP. The meeting will be scheduled to last approximately two (2) hours with key staff attending.

At least one week prior to this meeting, Dewberry will deliver an electronic version of the draft ERP with EAPs to the CLIENT for their review and comment, in preparation for the review meeting. It is assumed that all CLIENT comments will be received and reviewed during the meeting, or within one week following the meeting.

Task 6 – With all agreed upon comments received in Task 5, above, Dewberry will incorporate these into the drafts and produce a final, updated ERP along with final, updated or new EAPs. Dewberry will deliver to the CLIENT three hard copies and a PDF version of all final documents.

### **ADDITIONAL SERVICES**

Any item not contained in the Scope of Services or items outlined as Exclusions will be deemed as Additional Services. Additional Services will be provided at the Standard Hourly Billing Rates.

### **COMPENSATION**

Dewberry/EMA will provide the Scope of Services detailed above for a Lump Sum amount of \$60,690.

<b>Task</b>	<b>Fee</b>
Emergency Response Plan (ERP) and EAPs	\$34,300
Cybersecurity Incident Response Policy, Plan and Procedure (IR3P)	\$26,390
<b>TOTAL</b>	<b>\$60,690</b>

### **SCHEDULE**

Dewberry understand both the challenge with scheduling a complex project during Covid-19 stay safe orders. We will conduct the majority of this work using video/telecommunication techniques. Therefore, we will conduct the work using a fluid schedule with completion no later than late end of April 15, 2021.

## CYBERSECURITY INCIDENT RESPONSE POLICY

### AWIA Emergency Response Plan Background

The America's Water Infrastructure Act of 2018 (AWIA) requires Panama City Beach, and other large utilities, submit a certification that a Community Water System (CWS) Risk and Resilience Assessment (RRA) to the Environmental Protection Agency (EPA) by December 31, 2020 and an Emergency Response Plan (ERP) within six months of submitting the RRA. This scope of work will cover the cybersecurity requirements of the ERP by developing a Cybersecurity Incident Response Policy, Plan, and Procedure (IR3P) specific to the Panama City Beach Utility ("Utility").

The EPA has supplied a template for the AWIA ERP requirement. The followings section in the EPA template have cybersecurity inputs that will be addressed during the development of the Cybersecurity IR3P:

- 1.2 Incident Command System Roles
- 1.3 Communication
- 2.1 Core Response Procedures
- 2.2 Incident Specific Response Procedures
- 4.3 Cyber Intrusion

Heading numbers reference the EPA template and may change based on ERP contents. As part of meeting AWIA recommendations, a Cybersecurity Incident Response Plan should be included in the Emergency Response Plan. The American Water Works Association (AWWA) Cybersecurity Guidelines suggest using controls detailed in NIST800-53. The Incident Response family in NIST800-53 has 10 controls and controls 1-8 are high priority. The low priority controls will not be included in this scope and are not required by AWIA.

The table below lists the NIST800-53 controls. Controls IR-9 and IR-10 will not but incorporated into the policy or procedures developed during the project.

No.	Control	Priority
IR-1	INCIDENT RESPONSE POLICY AND PROCEDURES	1
IR-2	INCIDENT RESPONSE TRAINING	2
IR-3	INCIDENT RESPONSE TESTING	2
IR-4	INCIDENT HANDLING	1

No.	Control	Priority
IR-5	INCIDENT MONITORING	1
IR-6	INCIDENT REPORTING	1
IR-7	INCIDENT RESPONSE ASSISTANCE	2
IR-8	INCIDENT RESPONSE PLAN	1
IR-9	INFORMATION SPILLAGE RESPONSE	0
IR-10	INTEGRATED INFORMATION SECURITY ANALYSIS TEAM	0

### Cybersecurity IR3P Work Plan

#### Documentation Request

This task will include an analysis of current incident response policies and procedures (written and unwritten) in place for the Utility SCADA networks. Workshops will be held with SCADA technical teams to evaluate the existing practices.

#### Policy and Procedure Workshops

Each control will be discussed in a workshop before being developed. If there are existing policies, these policies will be discussed for updates and adoption into the updated IRP. A total of three workshops are planned, each two hours in length. The contents of the Incident Response Policy and Procedure document is highly customized to the utility but some of the elements that may be discussed and included in the documents are:

- Policy Elements
  - Purpose and objectives
  - Scope
  - Definitions and Acronyms
  - Organization structure
  - Definition of roles and responsibilities
  - Level of authority
  - Prioritization of incidents
  - Performance Measures
  - Reporting and contact forms
  
- Procedure Elements
  - Standard operating procedures specifically developed for the utility as needed (limited to 3 for budgetary purposes)

**Workshop 1: IR-1 Incident Response Policy**

- Purpose and Scope
- Roles and Responsibilities
- Management commitment
- Interorganizational coordination
- Current log monitoring and intrusion detection
- Future log monitoring goals

**Workshop 2: Incident Response Events (IR Controls 4-7)**

- Defining actionable events
- Intrusion containment and eradication
- Recovery from an incident
- Reporting requirements

**Workshop 3: IR-8 Incident Response Plan**

- Defining reportable incidents
- Defining metrics for measuring incident response capabilities
- Defining incident response procedures for three types of cyber attacks

**Policy, Plan, and Procedure Development**

The notes from the workshop will serve as the guideline for policy and procedures development. Once the document is developed, a draft version will be sent to key stakeholders for comment. A web-based meeting will be held to review the draft document two weeks after submission. After comments are collected, the final version will be developed and published.

**Schedule**

EMA can begin this project immediately, and the work can be completed in seven to ten weeks.

**Summarized Cost Table**

The lump-sum cost for the work to be performed by EMA, Inc (sub-consultant) is \$26,390.00. A breakdown by major tasks is provided below.

<b>Deliverable</b>	<b>Estimate</b>
Kickoff / Document Review / Preparation	\$1,810.00
Workshops	\$3,480.00
Develop, Present and Revise Incident Response Plan (IRP)	\$18,010.00
Project Management	\$2,040.00
Expenses	\$1,050.00
<b>Total</b>	<b>\$26,390.00</b>

**EXHIBIT B  
COMBINED TASK ORDER AND  
NOTICE TO PROCEED**

**TASK ORDER NO.** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS INC. (formerly PREBLE-RISH, INC.) RELATING TO PROFESSIONAL UTILITY ENGINEERING SERVICES (General Water and Sewer and Reclaimed Utility) dated April 8, 2014, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to a **Water System Emergency Response Plan and Cyber Security Incident Response Plan.**

**Engineer's total compensation shall be (check one):**

- a stipulated sum of \$ 60,690.00 or  
 a stipulated sum of \$ \_\_\_\_\_ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,  
    Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and  
    Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_ or  
 a fee determined on a time-involved basis with a maximum cost of \$ \_\_\_\_\_

Work shall begin no later than December 15, 2020 and shall be completed within 170 calendar days. The date of completion of all work is therefore no later than April 15, 2021. Liquidated delay damages, if any, are set at the rate of \$0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

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

**Witness:**

\_\_\_\_\_  
\_\_\_\_\_

**Attest:**

\_\_\_\_\_

**DEWBERRY ENGINEERS INC.**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**CITY OF PANAMA CITY BEACH, FL**

**By:** \_\_\_\_\_  
**City Manager**

**Date:** \_\_\_\_\_



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# **CONSENT AGENDA**

## **ITEM #3**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:  
December 10, 2020

3. REQUESTED MOTION/ACTION:  
APPROVERESOLUTION21-39 AUTHORIZING THE OVERNIGHT STORAGE OF WOODEN BEACH LOUNGERS UNDER CERTAIN CONDITIONS ALLOWING FOR WEEKLY BEACH RAKING.

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 DECEMBER 2017, THE CITY COUNCIL PASSED RESOLUTION 18-36 WHICH REVOKED THE CITY MANAGER'S AUTHORIZATION TO ALLOW THE STORAGE OF WOODEN BEACH LOUNGERS OVERNIGHT AND PROHIBITED BEACH VENDORS FROM OFFERING OR STORING WOODEN BEACH LOUNGERS ON THE SANDY GULF BEACH.

IN THE FALL OF 2020, BEACH VENDORS SOUGHT A COMPROMISED SOLUTION TO ALLOW FOR BEACH VENDORS TO CONTINUE OFFERING WOODEN LOUNGERS BUT ALSO ALLOW FOR FULL RAKING OF THE BEACH ONCE PER WEEK.

RESOLUTION 21-39 IS A RESULT OF MULTIPLE MEETINGS WITH THE CITY'S BEACH VENDORS. THE RESOLUTION ALLOWS FOR WOODEN LOUNGERS TO BE STORED OVERNIGHT BUT MUST BE MOVED TO THE TOE OF THE DUNE WHEN NECESSARY TO ACCOMMODATE A SET BEACH RAKING SCHEDULE. THE BEACH RAKING SCHEDULE WILL ALLOW ALL AREAS OF THE BEACH WITHIN THE CITY TO BE RAKED FROM SHORE TO DUNE ONCE PER WEEK.

THE RESOLUTION WILL AUTOMATICALLY EXPIRE ON DECEMBER 31, 2021 UNLESS EXTENDED BY THE COUNCIL. IF NOT EXTENDED, RESOLUTION 18-36 WILL GO BACK INTO EFFECT. ADDITIONALLY, VENDORS WHO DO NOT COMPLY WILL BE SUBJECT TO REVOCATION OF THEIR VENDOR PERMIT FOLLOWING TWO DOCUMENTED WARNINGS.

(Resolution 21-39)

## RESOLUTION 21-39

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO BEACH CHAIRS, PROVIDING THAT WOODEN LOUNGERS MAY BE PERMITTED TO BE STORED ON THE BEACH OVERNIGHT IF MOVED TO ACCOMMODATE BEACH RAKING; AUTHORIZING THE POLICE DEPARTMENT TO WITHHOLD OR REVOKE PERMITS FOR BEACH SERVICES OR OWNER OPERATORS WHO DO NOT REMOVE FROM THE BEACH OR ORDERLY STORE AT THE TOW OF THE DUNE BEACH CHAIRS; PROVIDING THAT NOTICE OF THIS RESOLUTION SHALL BE PROVIDED TO VENDORS OF BEACH COMMERCE; PROVIDING FOR EXPIRATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

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

1. Notwithstanding Resolution 18-36, the City Manager is authorized permit the overnight storage of wooden loungers on the beach under the following conditions and in accordance with the Beach Raking Schedule attached hereto as Exhibit A or as it may be amended from time to time.<sup>1</sup>:
  - a. All loungers must be placed as close to but not on the toe of the dune or native vegetation, or where there are no dunes or native vegetation, are relocated as close as practicable to an existing permanent structure or the line of buildings prior to the commencement of beach raking services
  - b. Loungers shall not be placed on the dune or on native vegetation;
  - c. Loungers shall be stored in a neat and orderly manner;
  - d. Loungers shall not inhibit access to the beach from the nearest public access areas, nor obstruct access on the beach, nor impact native vegetation, nor significantly affect sea turtles.

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<sup>1</sup> Section 7-124 of the City Code of Ordinances, authorizes the City manager to issue permits for the overnight storage of items that are adjunct to a lawfully existing activity generally and for beach businesses or beach services specifically.

- e. Loungers stored in accordance with subsection (a) may be returned seaward of their storage locations following the completion of that day's beach raking activities within 50 yards of their prior location.
  - f. Movement of loungers as contemplated by this Resolution shall be accomplished without the use of motorized vehicles.
2. The Chief of Police is authorized and directed to withhold issuance of permits to engage in Beach Commerce or Limited Beach Commerce or recommend for revocation or suspension permits validly issued, as appropriate, to vendors of wooden loungers who, following two documented warnings for failure to comply with the requirements of this Resolution, violate the provisions of Section 1 of this Resolution.
  3. On or before December 31, 2020, the City Manager shall provide a copy of this Resolution to all Beach Services and Owner Operators currently permitted by the City to engage in Beach Commerce to notify them of the City Council's action and intention, and thereafter make available a copy of this Resolution and any amendment to the Beach Raking Schedule to all persons engaged in or applying to the City to engage in Beach Commerce.
  4. Unless extended by Resolution of the City Council, this Resolution shall expire on December 31, 2021. To extent any such conflict shall exist between the provisions of Resolution 18-36 and this Resolution, this Resolution shall control.

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 10th day of December, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

# CITY OF PANAMA CITY BEACH

## BEACH CLEANING AND RAKING ZONES

Zone 6

Zone 5

Zone 4

Zone 3

Zone 2

Zone 1

Area	Start	End	Public Access (Start – End)	Cleaning Schedule
<b>Zone 1</b>	<b>Gulf Crest Condo</b> 8715 Surf Drive	<b>Long Beach Resort</b> 10511 Front Beach Rd	<b>Access 24 to 35</b>	<b>Monday</b> 4 pm - Sunset
<b>Zone 2</b>	<b>Twin Palms Resort Condo</b> 10519 Front Beach Rd	<b>County Pier</b> 12213 Front Beach Rd	<b>Access 35 to County Pier</b>	<b>Tuesday</b> 4 pm - Sunset
<b>Zone 3</b>	<b>County Pier</b> 12213 Front Beach Rd	<b>Casa Loma PCB, Inc</b> 13615 Front Beach Rd	<b>County Pier to 50</b>	<b>Wednesday</b> 4 pm - Sunset
<b>Zone 4</b>	<b>Fontainebleau Terrace</b> 14401 Front Beach Rd	<b>Aqua Condominium</b> 15625 Front Beach Rd	<b>Access 51 to 53</b>	<b>Thursday</b> 4 pm - Sunset
<b>Zone 5</b>	<b>Osprey – Gilmore Resorts</b> 15801 Front Beach Rd	<b>Aqua Vista Condo</b> 17155 Front Beach Rd	<b>Access 53 to 65</b>	<b>Friday</b> 4 pm - Sunset
<b>Zone 6</b>	<b>Palmetto – Hughes Resort</b> 17255 Front Beach Rd	<b>Celadon Beach Condo</b> 17757 Front Beach Rd	<b>Access 65 to 76</b>	<b>Saturday</b> 4 pm - Sunset

79

98

30A

392A

Panama City Beach Pkwy

Middle Beach Rd

30

Back



**CONSENT AGENDA**

**ITEM #4**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

**2. MEETING DATE:**  
December 10, 2020

**3. REQUESTED MOTION/ACTION:**  
APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE PANAMA CITY BEACH CONVENTION AND VISITOR'S BUREAU REGARDING USE OF AARON BESSANT PARK.

**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?**

IN 2012, THE PANAMA CITY BEACH TOURIST DEVELOPMENT COUNCIL (THE "TDC") COMMITTED TO FUNDING A REDEVELOPMENT OF AARON BESSANT PARK. COMPLETED IN 2013, THE TDC SPENT OVER \$2.7 MILLION CONSTRUCTING THE AMPITHEATER BUILDING, CONSTRUCTION OF THE ADDITIONAL RESTROOM FACILITIES, DEVELOPMENT OF THE FESTIVAL LAWN, AND OTHER IMPROVEMENTS.

SINCE THAT TIME, THE TDC HAS BEEN PERMITTED TO USE THE FACILITIES AT AARON BESSANT PARK AT A DISCOUNTED NON-PROFIT RATE OF \$500 PER DAY. RESOLUTION 21-52 MEMORIALIZES THAT AGREEMENT TO ALLOW THE CVB TO PAY A LESSER RATE FOR 12 WEEKEND EVENTS PER YEAR.

STAFF RECOMMENDS APPROVAL.

(Resolution 21-52)

**RESOLUTION 21-52**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU REGARDING USE OF AARON BESSANT PARK.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Memorandum of Understanding between the City and the Panama City Beach Convention and Visitors Bureau, relating to relating use of the City's facilities at Aaron Bessant Park, in substantially the form attached and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager, 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:**

\_\_\_\_\_  
Lynn Fasone, City Clerk

**Memorandum of Understanding  
regarding use of Aaron Bessant Park**

**This Memorandum of Understanding memorializes a long-standing agreement between the Panama City Beach Convention and Visitors Bureau (CVB) and the City of Panama City Beach (City).**

**The Bay County Tourist Development Council (TDC) utilized the totality of the proceeds realized from its initial recovery against BP for economic damages to redevelop Aaron Bessant Park. The redevelopment included the construction of the amphitheater building, the construction of additional restroom facilities and the development of the park's festival lawn. Additionally, the TDC purchased the equipment to facilitate the use of the park by organizations wishing to hold festivals and events at the park.**

**In light of this investment in improving the City's park system for the benefit of local residents and visitors, the City allows the TDC's destination marketing arm, the CVB, to utilize the park for twelve (12) events per year at a reduced rate of \$500 per day and a \$1,000 cleaning fee per day excluding set-up or breakdown days. An event means an event hosted, in whole or in part, by the CVB and includes any necessary set-up or breakdown days. This MOU applies to events that are owned & operated by the CVB or for events, operated by third parties, that promote tourism to Panama City Beach.**

**Agreed:**

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**Dan Rowe  
Panama City Beach CVB  
Bay County TDC**

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**Tony O'Rourke  
City of Panama City Beach**

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**CONSENT AGENDA**  
**ITEM #5**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Utilities Department - Al Shortt, Utilities Director

**2. MEETING DATE:**

December 10, 2020

**3. REQUESTED MOTION/ACTION:**

Award a construction contract for the Front Beach 4 Inch Force Main Relocation project to L & R Contracting, Inc. in the amount of \$95,172.13.

**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?**

Bay County Engineering has solicited bids for roadway stormwater drainage improvements on Front Beach Road near the 12th Street intersection. In order to construct these improvements, an existing section of sewer forcemain must be relocated at City expense in advance of the County work. Plans and specifications for the needed relocation were developed by Utilities Department staff and the project publicly advertised for construction bids. Three bids were received and a bid tabulation is attached. The lowest responsive bid was provided by L & R Contracting, Inc. in the amount of \$99,784.09 (Base Bid). An alternate bid (Alternate "A") was solicited for construction of a section of the proposed forcemain by directional drill method instead of traditional open cut installation which provided a cost reduction of \$4,611.96 or a total Base Bid plus Alternate "A" in the amount of \$95,172.13, which is also lower than that of the other bids received.

Staff has reviewed the bids received and recommends award of the construction contract for this work to L & R Contracting, Inc. for the Base Bid plus Alternate "A" in the amount of \$95,172.13. This project is currently budgeted and within the budgeted amount. Attached is a draft Agreement for your review. Staff recommends Council approval and authorization for the City Manager to enter into a construction contract for the work.

(Resolution 21-53)

FRONT BEACH 4 INCH FORCE MAIN RELOCATION  
CITY OF PANAMA CITY BEACH  
BID DATE: DECEMBER 1, 2020 AT 2:30 P.M.

Certified by: \_\_\_\_\_  
Marcie Douglas, P.E.

12/01/2020  
Date

BIDDER	BASE BID	ALTERNATE BID A	BASE BID + ALTERNATE BID A
L & R Contracting, Inc.	\$99,784.09	(\$4,611.96)	\$95,172.13
Marshall Brothers Constructing & Engineering, Inc	\$233,500.00	(\$9,300.00)	\$224,200.00
Gulf Coast Utility Contractors	\$225,000.00	\$15,000.00	\$240,000.00

**RESOLUTION 21-53**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH L&R CONTRACTING, INC., FOR THE CONSTRUCTION OF THE FRONT BEACH ROAD FORCE MAIN RELOCATION IN THE AMOUNT OF \$95,172.13.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Agreement between the City and L&R Contracting, Inc., relating to construction of the Front Beach Road Force Main Relocation Project, in the basic amount of Ninety Five Thousand, One Hundred Seventy-Two Dollars and Thirteen Cents (\$95,172.13), in substantially the form attached and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

# PANAMA CITY BEACH – FRONT BEACH 4 INCH FORCE MAIN RELOCATION

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## SECTION 00050

### AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of December, 2020 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and L & R Contracting, LLC., doing business as a corporation, having a business address of 1155 E. 17<sup>th</sup> Street, Panama City, FL 32405 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **FRONT BEACH 4 INCH FORCE MAIN RELOCATION**, to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.
  
1. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this

## PANAMA CITY BEACH – FRONT BEACH 4 INCH FORCE MAIN RELOCATION

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Agreement and will achieve Substantial Completion of the Work within of the required commencement date as follows, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"):

<u>Completion Milestone</u>	<u>Calendar Days Following Notice to Proceed</u>
Construct all improvements and transfer of service to proposed 4" force main.	45

Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

- The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of **\$250.00** for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
- The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the cost of **\$95,172.13**, as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
- The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

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

## PANAMA CITY BEACH – FRONT BEACH 4 INCH FORCE MAIN RELOCATION

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Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	DRUG FREE WORKPLACE
Section 00096	TRENCH SAFETY ACT
Section 00097	PUBLIC ENTITY CRIMES
Section 00099	CERTIFICATE OF INSURANCE
Section 00808	SALES TAX EXEMPTION ADDENDUM
Section 00100	GENERAL CONDITIONS

DRAWINGS prepared by the City of Panama City Beach Numbered C-000 through C-005 and dated November 2020.

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

### ADDENDA :

No. 1, dated November 25, 2020

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

5. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. This Agreement shall be governed by the laws of the State of Florida.
8. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage

## PANAMA CITY BEACH – FRONT BEACH 4 INCH FORCE MAIN RELOCATION

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affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

**If to Owner:**

\_\_\_\_\_  
City of Panama City Beach  
\_\_\_\_\_  
17007 Panama City Beach Parkway  
\_\_\_\_\_  
Panama City Beach, FL 32413  
ATTENTION: \_\_\_\_\_ Tony O'Rourke, City Manager  
Fax No.: \_\_\_\_\_ (850) 233-5108

**If to Contractor:**

\_\_\_\_\_  
L & R Contracting, LLC.  
\_\_\_\_\_  
1155 E. 17<sup>th</sup> Street  
\_\_\_\_\_  
Panama City, FL 32405  
ATTENTION: \_\_\_\_\_ Brian Strickland  
Fax No.: \_\_\_\_\_ (850) 397-4321

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

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

## PANAMA CITY BEACH – FRONT BEACH 4 INCH FORCE MAIN RELOCATION

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validity or enforceability of any other section or part thereof.

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

13. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Marcie Douglas, Utilities Engineer.

### 14. INSURANCE - BASIC COVERAGES REQUIRED

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

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

## PANAMA CITY BEACH – FRONT BEACH 4 INCH FORCE MAIN RELOCATION

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The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

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

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

### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

**PANAMA CITY BEACH – FRONT BEACH 4 INCH FORCE MAIN RELOCATION**

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

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and
	\$2,000,000 Aggregate Limit

## PANAMA CITY BEACH – FRONT BEACH 4 INCH FORCE MAIN RELOCATION

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

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

### BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

### EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the

**PANAMA CITY BEACH – FRONT BEACH 4 INCH FORCE MAIN RELOCATION**

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policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$5,000,000 each occurrence and aggregate as required by OWNER.

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

(SEAL)

OWNER:

ATTEST:

BY: CITY OF PANAMA CITY BEACH,  
FLORIDA

\_\_\_\_\_  
City Clerk

NAME: TONY O'ROURKE  
(Please type)

TITLE: CITY MANAGER

CONTRACTOR:

ATTEST:

BY: L & R Contracting, LLC

\_\_\_\_\_

NAME: Brian Strickland  
(Please Type)

NAME \_\_\_\_\_  
(Please Type)

ADDRESS: 1155 E. 17<sup>th</sup> Street  
Panama City, FL 32405

[END OF SECTION 00050]

**PANAMA CITY BEACH – FRONT BEACH 4 INCH FORCE MAIN RELOCATION**

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**CONSENT AGENDA**  
**ITEM #6**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Utilities Department - Al Shortt

**2. MEETING DATE:**

December 10, 2020

**3. REQUESTED MOTION/ACTION:**

Award a construction contract to Royal American Construction Company, Inc. for the Beach Drive Utilities Improvements project.

**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?**

Staff is recommending approval of a construction contract comprising a second phase of the Thomas Drive Utilities Relocation Project. That utility relocation project was necessitated by Bay County's extensive roadway resurfacing and drainage improvements to Thomas Drive east of its intersection with Joan Avenue. The follow-up scope of work in this contract provides for constructing a large diameter watermain south of Thomas Drive on Tarpon and Bonita Streets, and approximately 2.8 miles eastward along Beach Drive to Thomas Drive. Sewer upgrades include construction of approximately 2.95 miles of 8 inch through 12 inch diameter forcemain along Beach Drive to its eastern intersection with Thomas Drive, along with limited amounts gravity sewer in the western area of Beach Drive already being impacted by transmission main construction. The parallel primary transmission mains developed through this project will provide improved levels of service to water and sewer customers south of Grand Lagoon. Plans and specifications for this work were developed by the City's consulting engineer, Dewberry, Inc.. Solicitations for bids were publicly advertised and four bidders were responsive. A copy of the bid tabulation is attached.

Staff and the consultant have reviewed the bids. Based on the review, staff recommends award of a construction contract to the low bidder, Royal American Construction Company, Inc. in the amount of \$4,244,793.00. The project is included in the FY 2020-2021 budget. As with many underground construction projects in older developed areas of our system, we typically encounter unforeseen conditions during construction. Staff recommends authorizing a change order contingency amount of \$100,000 (2.4% of the Base Bid) for unforeseen below-ground issues for a total amount of \$4,344,793.00.

Attached are copies of the bid tabulation, Royal American Construction Company, Inc.'s bid and a draft agreement for your review. Staff recommends Council approval and authorization for the City Manager to execute a construction contract for the work.

(Resolution 21-54)

**RESOLUTION 21-54**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ROYAL AMERICAN CONSTRUCTION COMPANY, INC., FOR THE CONSTRUCTION OF THE BEACH DRIVE UTILITIES IMPROVEMENTS PROJECT IN THE AMOUNT OF \$4,344,793.00.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Agreement between the City and Royal American Construction Company, Inc., relating to construction of the Beach Drive Utilities Improvement Project, in the not to exceed amount of Four Million, Three Hundred Forty-Four Thousand, Seven Hundred Ninety-Three Dollars (\$4,344,793.00), in substantially the form attached and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

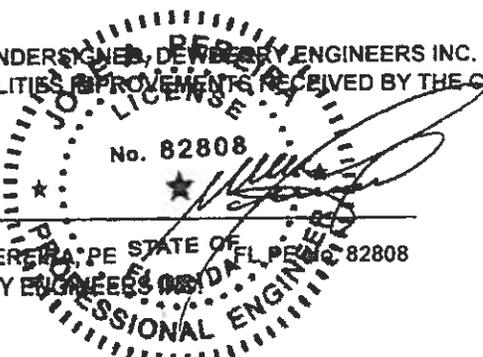
\_\_\_\_\_  
Lynne Fasone, City Clerk

**BID TABULATION  
 BEACH DRIVE UTILITIES IMPROVEMENTS  
 CITY OF PANAMA CITY BEACH  
 BAY COUNTY, FLORIDA**

**DEWBERRY PROJECT No. 50099793**

COMPANY NAME	BID BOND  ("Y"="N")	SUBTOTAL LUMP SUM BID	UNIT PRICE TESTING ALLOWANCE	UNIT PRICE ABANDON & FILL WITH GROUT EXISTING 6" WM	UNIT PRICE ABANDON & FILL WITH GROUT EXISTING 12" WM	UNIT PRICE ABANDON & FILL WITH GROUT EXISTING 4" FM	TOTAL BASE BID (SUM OF LUMP SUM & UNIT PRICES)
			No. 1	No. 2	No. 3	No. 4	
ROYAL AMERICAN CONSTRUCTION, Inc.	Y	\$4,094,125.00	\$48,000.00	\$1,884.00	\$97,760.00	\$3,024.00	\$4,244,793.00
GULF COAST UTILITY CONTRACTORS, LLC.	Y	\$5,139,750.00	\$48,000.00	\$6,000.00	\$122,000.00	\$12,000.00	\$5,327,750.00
MARSHALL BROTHERS CONSTRUCTION & ENGINEERING, INC.	Y	\$5,618,210.00	\$48,000.00	\$4,640.00	\$122,000.00	\$9,280.00	\$5,802,130.00
NORTH FLORIDA CONSTRUCTION, INC.	Y	\$5,736,515.00	\$48,000.00	\$32,000.00	\$200,000.00	\$8,000.00	\$6,024,515.00

WE THE UNDERSIGNED, DEWBERRY ENGINEERS INC. HEREBY CERTIFIED THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS FOR PROJECT BEACH DRIVE UTILITIES IMPROVEMENTS RECEIVED BY THE CITY OF PANAMA CITY BEACH AT 2:00 P.M. ON THE 3RD DAY OF DECEMBER 2020.


  
 JOSE A. PERERA, PE STATE OF FLORIDA, No. 82808  
 DEWBERRY ENGINEERS INC.

BEACH DRIVE UTILITIES IMPROVEMENTS  
DEWBERRY PROJECT NO. 50099793

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SECTION 00050  
AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Royal American Construction Co., Inc., doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 1002 W. 23<sup>rd</sup> Street, Suite 400, Panama City, FL 32405 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the construction of Beach Drive Utilities Improvements ("Project"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by Dewberry, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-

BEACH DRIVE UTILITIES IMPROVEMENTS  
DEWBERRY PROJECT NO. 50099793

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contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing thirty (30) days from the date of this Agreement and will **achieve Substantial Completion of the Work within Three Hundred and Thirty (330) Calendar Days from the date of the Notice to Proceed**, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$ 500.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of **\$4,244,793.00 (Total Based Bid)** as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

BEACH DRIVE UTILITIES IMPROVEMENTS

DEWBERRY PROJECT NO. 50099793

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

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 00808	SALES TAX EXEMPTION

DRAWINGS prepared by Dewberry, numbered 1 through D7 and dated November 2020

SPECIFICATIONS prepared or issued by Dewberry dated

AGREEMENT

00050-3

BEACH DRIVE UTILITIES IMPROVEMENTS  
DEWBERRY PROJECT NO. 50099793

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November 2, 2020.

ADDENDA

No. 1, dated November 25, 2020

No. 2, dated November 30, 2020

No. 3, dated December 2, 2020

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

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

If to Owner:

AGREEMENT

00050-4

BEACH DRIVE UTILITIES IMPROVEMENTS  
DEWBERRY PROJECT NO. 50099793

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\_\_\_\_\_  
City of Panama City Beach  
\_\_\_\_\_  
110 South Arnold Road  
\_\_\_\_\_  
Panama City Beach, FL 32413  
ATTENTION: \_\_\_\_\_ Tony O'Rourke, City Manager  
Fax No.: \_\_\_\_\_ (850) 233-5108

If to Contractor:

\_\_\_\_\_  
Royal American Construction Co., Inc.  
\_\_\_\_\_  
1002 W. 23<sup>rd</sup> Street, Suite 400, Panama City, FL 32405  
ATTENTION: \_\_\_\_\_ Steve Summerbell  
Fax No.: \_\_\_\_\_ 850.914.8411

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature

**BEACH DRIVE UTILITIES IMPROVEMENTS**  
**DEWBERRY PROJECT NO. 50099793**

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concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Jose A. Pereira P.E., Sr. Associate, Dewberry.
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT

BEACH DRIVE UTILITIES IMPROVEMENTS  
DEWBERRY PROJECT NO. 50099793

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REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. *CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision.* This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

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

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

BEACH DRIVE UTILITIES IMPROVEMENTS  
DEWBERRY PROJECT NO. 50099793

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CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

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

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

BEACH DRIVE UTILITIES IMPROVEMENTS  
DEWBERRY PROJECT NO. 50099793

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Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE  
COVERAGE

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

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the

**BEACH DRIVE UTILITIES IMPROVEMENTS**  
**DEWBERRY PROJECT NO. 50099793**

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"X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and
	\$2,000,000 Aggregate Limit

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

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

**BUSINESS AUTOMOBILE LIABILITY COVERAGE**

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

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
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BEACH DRIVE UTILITIES IMPROVEMENTS  
DEWBERRY PROJECT NO. 50099793

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EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$4,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

None is required at this time

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BEACH DRIVE UTILITIES IMPROVEMENTS  
DEWBERRY PROJECT NO. 50099793

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,  
FLORIDA

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

NAME: \_\_\_\_\_  
(Please type)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_  
(Please Type)

NAME \_\_\_\_\_  
(Please Type)

ADDRESS: \_\_\_\_\_

END OF SECTION 00050

**CONSENT AGENDA**  
**ITEM #7**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION

2. MEETING DATE:  
December 10, 2020

3. REQUESTED MOTION/ACTION:  
APPROVE INTERLOCAL AGREEMENT FOR NEW DISTRIBUTION OF LOCAL OPTION FUEL TAXES

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?

Currently local option gas taxes are distributed in Bay County under a statutory default formula based on the local transportation expenditures of each local government for the immediately preceding five years as a proportion of the total of such expenditures for all county jurisdictions. These proportions are recalculated every 10 years. In the last several months, the County Manager has met with representatives of all Bay County municipalities to consider an alternative distribution methodology.

The attached interlocal agreement sets forth the new methodology, which is determined by each jurisdiction's population and paved center lane miles, and provides for a distribution that allocates growth in an inverse manner that significantly benefits small cities. PCB is not materially affected by the change in distribution.

Staff recommends approval.

(Resolution 21-55)

**RESOLUTION 21-55**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BAY COUNTY AND OTHER BAY COUNTY MUNICIPALITIES REGARDING THE DISTRIBUTION OF LOCAL OPTION FUEL TAX PROCEEDS.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain **INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX LEVIED UNDER SECTION 336.025(1)(a), FLORIDA STATUTES** between the City, Bay County, and other Bay County municipalities, setting forth an allocation and distribution of fuel tax proceeds, 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

**INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL  
OPTION FUEL TAX LEVIED UNDER SECTION 336.025(1)(a), FLORIDA STATUTES**

THIS INTERLOCAL AGREEMENT is entered into pursuant to Section 336.025(3)(a)1., Florida Statutes, and Section 163.01, Florida Statutes, amongst Bay County, a political subdivision of the State of Florida (hereinafter the "County") and such municipalities located within the boundaries of the County as subscribe to this Interlocal Agreement.

**RECITALS**

WHEREAS, by Bay County Ordinance 85-02, the County levied four cents of the local option fuel tax authorized under Section 336.025(1)(a), Florida Statutes;

WHEREAS, by Bay County Ordinance 89-08, the County levied an additional two cents of the local option fuel tax authorized under Section 336.025(1)(a), Florida Statutes;

WHEREAS, by Bay County Ordinance 20-39, the County extended the tax imposition to December 31, 2048 and authorized the allocation of fuel tax proceeds by interlocal agreement;

WHEREAS, Section 336.025(3)(a)1., Florida Statutes, provided that a formula for distribution amongst the parties of the proceeds of the local option fuel tax levied under Section 336.025(1)(a), Florida Statutes, may be established by interlocal agreement entered into amongst the levying county and the municipalities therein representing a majority of the population of the incorporated area within said county.

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, including the mutual promises and commitments contained herein, the parties to this Interlocal Agreement agree as follows:

1. Effectiveness; Effective Date. This Interlocal Agreement shall take effect when executed by the County and any combination of the municipalities representing a majority of the population of the incorporated area within the County, based on the most recent "Estimates of Population by County and Municipality in Florida" prepared by the University of Florida Bureau of Economic and Business Research. The effective date shall be the latest date of execution by any party prior to December 31, 2020, provided that the condition of the sentence immediately preceding has been satisfied. If by that date, the condition of the first sentence of this paragraph has not been satisfied, then this Interlocal Agreement shall be null and void.

2. Initial Distribution.

(a) Beginning January 1, 2021, local option fuel tax shall be divided among, and distributed to the County and the eligible municipalities within the County as follows:

<u>Recipient</u>	<u>Share of Proceeds</u>
Bay County	59.77%
Callaway	3.66%

Lynn Haven	4.94%
Mexico Beach	1.16%
Panama City	21.41%
Panama City Beach	4.42%
Parker	1.41%
Springfield	3.23%

These percentages shall be referred to herein as the “Base Percentages”.

(b) For subsequent twelve month periods beginning on September 1, 2021 (each, an “Annual Period”) and thereafter, the local option fuel tax shall be distributed using the Base Percentages up to the Trigger Amount, as defined in Section 7 below. Any collections of local option fuel tax in an Annual Period exceeding the Trigger Amount shall be distributed as follows:

<b>Recipient</b>	<b>Share of Proceeds</b>
Bay County	1.16%
Callaway	6.97%
Lynn Haven	4.67%
Mexico Beach	40.37%
Panama City	2.83%
Panama City Beach	7.25%
Parker	24.67%
Springfield	12.08%

These percentages shall be referred to herein as the “Inverse Percentages”.

By way of example, if the Trigger Amount was \$6,000,000.00, then in that Annual Period the first \$6,000,000 would be distributed using the Base Percentages and any collections in excess of \$6,000,000 would be distributed using the Inverse Percentages.

3. Reallocation by County. The County intends to reserve from its distribution of local option fuel tax for the Annual Period beginning September 1, 2020, any funds in excess of the amount the County would have received if the local option fuel tax for that Annual Period was distributed throughout that Annual Period in the manner provided in Section 1(b) above. Subject to appropriation by the Board of County Commissioners, the reserved funds will be made available for grants to eligible municipalities for transportation expenditures. The amount of grant funds available to each municipality is intended to reduce the difference between the amount of funds each municipality actually receives for the Annual Period beginning September

1, 2020, and the amount of funds each municipality would have received if the local option fuel tax for that Annual Period was distributed in the manner provided in Section 1(b) above. The method of calculating the reserve and the allocation of any grants shall be in the sole discretion of the County.

4. Periodic Adjustment to Inverse Percentages. The Inverse Percentages shall be adjusted for the Annual Period beginning September 1, 2022 and again for the Annual Period beginning September 1, 2024. On or before July 1, 2022 and again on or before July 1, 2024, the Bay County Clerk of Court shall certify to the County and the eligible municipalities its calculation of adjusted Inverse Percentages as provided in this Paragraph. For the purpose of this paragraph, the following terms shall have the following meanings:

(a) "Pop" shall mean the most recently available population data for the jurisdiction in question based on the Florida Estimates of Population, published by the University of Florida Bureau of Economic Research, Warrenton College of Business.

(b) "TotalPop" shall mean the aggregate population of Bay County taken from the same source as Pop.

(c) "Center" shall mean the total number of Paved Center Lane Miles for each jurisdiction as published by the Florida Department of Transportation.

(d) "TotalCenter" shall mean the aggregate Paved Center Lane Miles for the County and each municipality taken from the same source as Center.

The new Inverse Percentage for each jurisdiction as of such dates shall be calculated by determining a ratio, the numerator of which is:

$$1/((.5(\text{Pop}/\text{Total Pop}) + .5(\text{Center}/\text{TotalCenter}))$$

and the denominator of which is the aggregate of such calculation for each jurisdiction. The Inverse Percentages for each jurisdiction shall be such ratio multiplied by 100, rounded to two decimal places. The spreadsheet attached as Exhibit "A" demonstrates this calculation, and is made a part of this agreement for all purposes.

5. Periodic Review of Distribution Formula. The parties acknowledge and agree that because the interlocal agreement provides for automatic adjustments of the method of distribution, no periodic public hearings on the terms of the interlocal agreement are required.

6. Modification to Distribution Shares. The share of proceeds from the distribution formula may be amended from time to time by a resolution approved by the County and municipalities representing a majority of the population of the incorporated area within the County. No such distribution shall materially or adversely affect the rights of holders of outstanding bonds which are backed by taxes authorized in this section, and the amounts distributed to the county government and each municipality shall not be reduced below the amount necessary for the payment of principal and interest and reserves for principal and interest as required under the covenants of any bond resolution outstanding on the date of the redistribution.

7. Notification of State. Prior to October 1 of each year, the Clerk of Court shall provide to the Florida Department of Revenue a number equal to twelve months of local option fuel tax collections ending with the most recent month for which data is available to the Clerk (the "Trigger Number"). By way of example, if on the date the calculation is done, the most recent month for which data is available to the Clerk is from July 2021, then the twelve month period shall be from August 2020 to July 2021. The Trigger Number shall be final for all purposes and shall not be subject to revision or challenge. The County will notify the State of Florida Department of Revenue on an annual basis prior to October 1 of each year of the distribution percentages to use in distributing the fuel tax proceeds for the ensuing year based on the certification provided by the Clerk of Court. Upon submitting such calculation to the Florida Department of Revenue, the calculation shall be deemed final for all purposes

8. Periodic Review Requirement Waived. The parties acknowledge and agree that this Interlocal Agreement provides for periodic review of the method of distribution of local option fuel tax revenues, and therefore the review and public hearings obligation set forth in sec. 336.025(1)(d), F.S., is not applicable.

9. Termination Date. This Interlocal Agreement shall continue through August 31, 2026, unless prior to that date the County and the municipalities representing a majority of the population of the incorporated area within the County agree to renew this interlocal agreement. This Interlocal Agreement shall automatically terminate if there is no local option fuel tax levied in Bay County.

10. Effect of Termination. Upon termination of this Interlocal Agreement, any future distribution shall be based on the formula established by Florida law.

11. Non-Participating Municipality. Any eligible municipality not subscribing to this Interlocal Agreement shall have all the rights provided hereunder regardless of whether the same has formally joined in the execution of this Interlocal Agreement or any amendment hereto.

12. Counterparts. This Interlocal Agreement may be executed in multiple counterparts. Each fully executed counterpart is sufficient and adequate in and of itself to fully bind the parties hereto, without reference to the other counterparts, but only one agreement is intended hereby. Executed counterparts are considered part of this Interlocal Agreement when deposited with the Bay County Clerk of Court.

13. Amendment. This Interlocal Agreement may be amended by the County and any group of municipalities representing a majority of the population of the incorporated area within the County. Any amendment must be in writing.

BOARD OF COUNTY COMMISSIONERS  
OF BAY COUNTY, FLORIDA

\_\_\_\_\_  
Robert Carroll, Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Bill Kinsaul, Clerk

\_\_\_\_\_  
County Attorney

**CONSENT AGENDA**  
**ITEM #8**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/ Kelly Jenkins

2. MEETING DATE:

December 10, 2020

3. REQUESTED MOTION/ACTION:

Approve the purchase of one (1) Compact Track Loader with a Rotary Cutter for the Street Department in the amount of \$80,487.51.

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?

Staff budgeted for one (1) Compact Track Loader with Rotary Cutter "Skidsteer". The Street Department currently does not have a Compact Track Loader and finds it to be a necessary piece of equipment for maintenance activities in areas with limited space. Staff advertised for bids for this equipment and received two responsive bids and one non-responsive bid. The non-responsive bid was delivered late, therefore it was mailed back to the submitting company. Bobcat of Panama City was the apparent responsive low bidder. The bid for the Compact Track Loader with Rotary Cutter was \$80,487.51.(see attached).

The Street Department has sufficient funds budgeted in the current year for this purchase. Therefore, staff recommends purchasing this Compact Track Loader with Rotary Cutter from Bobcat of Panama City in the amount of \$80,487.51.

(Resolution 21-56)

**RESOLUTION 21-56**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LEPP0, INC. DBA BOBCAT OF PANAMA CITY FOR THE PURCHASE OF ONE BOBCAT COMPACT TRACK LOADER WITH ROTARY CUTTER IN THE AMOUNT OF \$80,487.51.**

**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 Leppo, Inc. dba Bobcat of Panama City, relating to the purchase of (1) one Bobcat Compact Track Loader with rotary cutter, in the total amount of Eighty Thousand, Four Hundred Eighty Seven Dollars and Fifty-One Cents (\$80,487.51), 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

**Bid Tabulation Form**\_(Compact Track Loader)  
 (11/30/2020 @ 1:00)

BIDDER	ADDRESS	LUMP SUM TOTAL	Comments
Beard Equipment	3195 W. Nine Mile Road Pensacola, FL. 32534	\$85,310.21	Responsive
Bobcat of Panama City	415 N. Tyndall Parkway Panama City, FL. 32404	\$80,487.51	Responsive Apparent Low Bidder
Technnology International	1349 S. International Parkway Lake Mary, FL. 32746	Un-opened Returned to Bidder	Non-Responsive Bid Arrived 2 Hrs & 5 Min after Bid Opening

SECTION 00010  
ADVERTISEMENT  
FOR BIDS

**CITY OF PANAMA CITY BEACH – "COMPACT TRACK LOADER"**

This advertisement is for the proposed purchase of one (1) Compact Track Loader. The Bidder shall provide all materials, equipment, and labor necessary to supply the specified equipment and deliver them to the City of Panama City Beach Public Works Department.

**Specifications will be available on October 26th, 2020** and can be obtained at the Public Works Department Office, 116 South Arnold Road, Panama City Beach, Florida 32413. Contact Janine Thomas, [jthomas@pcb.gov](mailto:jthomas@pcb.gov) or call 850-233-5100 ext. 2400.

Bids will be received until 1:00 p.m. central time November 30th, 2020, at City Hall, City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida and will be opened and read publicly immediately thereafter.

All bids shall be submitted in an envelope marked "**Sealed Bid-Panama City Beach "Public Works Compact Track Loader."**" The City of Panama City Beach ("City") reserves the right to reject any and all Bids. All Bids shall be firm (including all labor and material prices) for a period of 30 days after opening.

The City shall award the purchase order to the lowest responsive and responsible bidder on each advertised Compact Track Loader type; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder.

Each bidder must comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

Advertisement Dates: October 26th, 2020.

Notice to Publisher – Please forward the original "Proof of Publication" and the invoice to:

City of Panama City Beach  
17007 Panama City Beach Parkway  
Panama City Beach, Florida 32413

ADVERTISEMENT FOR BIDS

00010-1

SECTION 00030  
BID PROPOSAL FORM

This proposal of Bobcat of Panama City, Leppo Rents (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as a corporation (a corporation, a partnership or an individual), whose Florida business license number is FEI #- 34-0907347 is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER"). In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to supply the equipment specified for the **Panama City Beach – Public Works COMPACT TRACK LOADER**. In strict accordance with the **BID DOCUMENTS**, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor. **BASE BID** The Undersigned, as Bidder, hereby declares that he has examined the bid specifications and informed himself fully in regard to all conditions pertaining to the equipment to be supplied. The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the unit prices listed, in full and complete accordance with the noted, described, and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no money will be allowed for extra work. Payment in full will be made to the supplier within 30 days of delivery and acceptance. The Bidder further proposes and agrees hereby to supply all specified equipment within no more than the following number of consecutive calendar days from issuance of City Purchase Order: **120 days**.

**ADDENDUM ACKNOWLEDGMENT:**

I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

ADDENDUM NO. *[Signature]* Date 11/25/2020

**PER UNIT BID PRICE:**

Unit price for furnishing **COMPACT TRACK LOADER** in accordance with the contract Specifications as listed below:

<b>COMPACT TRACK LOADER</b>	\$ <u>68,903.51</u>
<b>Rotary Cutter</b>	\$ <u>11,584.00</u>
<b>Total:</b>	\$ <u>80,487.51</u>

Delivery time is for number of calendar days after receipt of purchase order.

**NOTE:** 30 Days

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. BIDS shall be on the basis of a per unit price, as noted above, and shall be the total compensation to be paid by OWNER for the specified equipment.
3. The OWNER reserves the right to reject any and all bids received.

**BIDDER'S CERTIFICATION**

BIDDER certifies that it has thoroughly familiarized itself with the BID DOCUMENTS. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide fully operational and working equipment in accordance with the BID DOCUMENTS.

Furthermore, BIDDER certifies its understanding that the OWNER shall not provide any labor, equipment or materials of any kind, which may be required for the supply and delivery of the equipment, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to supply the equipment in accordance with the BID DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

BIDDER:

**Bobcat of Panama City, Leppo Rents**

Business Name

**415 N. Tyndall Pkwy, Panama City, FL 32404**

Address

**FEI #-340907347**

Business License #

**(850) 299-9630**

Phone Number

**(850) 348-1109**

Date

**11/25/2020**

## **CITY OF PANAMA CITY BEACH SPECIFICATIONS FOR COMPACT TRACK LOADER**

- Compact Track Loader
- Vertical lift boom
- Operating Weight 11,000 lbs. or Greater
- Rubber tracks
- Net Power no less than 95 HP
- Heavy Duty Door
- High Flow Hydraulic system
- Back-Up Camera
- Minimum Ground Pressure 5.0 PSI
- Gross Horsepower 98 hp

### **Attachment:**

- **Rotary Cutter capable of cutting width up to 10" no less than 6" (Heavy Duty)**



**Customer Acceptance:**

**Purchase Order:** \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**2020 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# F19000005073

Entity Name: LEPPPO, INC.

**Current Principal Place of Business:**

826 OVERHOLT ROAD  
KENT, OH 44240

**Current Mailing Address:**

826 OVERHOLT ROAD  
KENT, OH 44240 US

FEI Number: 34-0907347

Certificate of Status Desired: No

**Name and Address of Current Registered Agent:**

C T CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION FL 33324 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_ Date

**Officer/Director Detail :**

Title CEO/CHAIRMAN  
Name LEPPPO, WM. GLENN  
Address 826 OVERHOLT ROAD  
City-State-Zip: KENT OH 44240

Title DIR/PRES-LEPPPO ACCESS  
Name LEPPPO, MICHAEL F  
Address 826 OVERHOLT ROAD  
City-State-Zip: KENT OH 44240

Title CFO-SECRETARY/TREASURER  
Name PALMER, ERIN L  
Address 826 OVERHOLT ROAD  
City-State-Zip: KENT OH 44240

Title PRESIDENT-LEPPPO COMPACT  
Name LEBEAU, DANIEL D  
Address 826 OVERHOLT ROAD  
City-State-Zip: KENT OH 44240

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: ERIN PALMER

CFO

04/23/2020

Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_ Date

# **CONSENT AGENDA**

## **ITEM #9**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

December 10, 2020

3. REQUESTED MOTION/ACTION:

Staff recommends that the council authorize the City to contract with Jerry Pate Turf & Irrigation in the amount of \$21,557.49 for the purchase of an infield groomer-Toro Sandpro 3040.

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 November 30, 2020 the Parks and Recreation Department received one sealed bid for an "Infield groomer." The only responsive bid was from Jerry Pate Turf & irrigation in the amount of \$21,557.49.

This purchase was planned for in the adopted 2020-2021 budget.

Staff recommends approval.

(Resolution 21-57)

**RESOLUTION 21-57**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF AN INFIELD GROOMER FROM JERRY PATE TURF & IRRIGATION IN THE BASIC AMOUNT OF \$21,557.49.**

**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 Jerry Pate Turf & Irrigation, relating to the purchase of a Toro Sandpro 3040 Infield Groomer in the basic amount of Twenty One Thousand, Five Hundred Fifty Seven Dollars and Forty Nine Cents (\$21,557.49) in substantially the form of the quote attached and presented to the Council today, draft dated November 10, 2020, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk





The Toro Company

8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196  
• Phone 952-888-8801 • www.thetorocompany.com • Fax 952/887-8258

December 3, 2020

Cheryl Joyner  
Assistant  
Panama City Beach Parks & Recreation Dept.  
Panama City Beach, FL

Dear Cheryl,

This letter is to inform you that Jerry Pate Turf & Irrigation, Inc. at 301 Schubert Drive, Pensacola, FL (850 479-4653) is the sole source for Toro commercial turf equipment and parts and Toro golf course irrigation products for your geographic area.

**Jerry Pate Turf & Irrigation, Inc.**  
301 Schubert Drive, Pensacola, FL 32504  
5350 Tulane Drive, Atlanta, GA 30336  
604 28<sup>th</sup> Street North, Birmingham, AL 35203

If you have any questions regarding this, please contact me.

Sincerely,

Scott Papania, CSE  
District Sales Manager  
The Toro Company  
Commercial Products Division

cc: Tony Morris, Jerry Pate Turf & Irrigation, Inc.

## BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: Nov. 20, 2020.

### Infield Groomer

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

The Bidder proposes and agrees, if this proposal is accepted, to provide the listed equipment to the City of Panama City Beach for the proposed amount, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida.

BID AMOUNT: \$ 21,557.49

T. to 08703 Sand PTC 3040 + Accessories  
by: Jerry Pate Turf

BY: Scott G Pate TITLE: SR Vice President

ADDRESS: 301 Schubert DR CITY: Pensacola STATE: FL ZIP: 32504

EMAIL ADDRESS: procurement@jerry pate.com

PHONE: 800-700-7001



SIGNATURE - (Confirming all information above is correct)



# Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation  
301 Schubert Drive  
Pensacola FL, 32504  
800-700-7001  
850-484-8596 (fax)  
www.jerrypate.com

DATE: November 10, 2020  
EXPIRATION DATE: Valid 30 Days

Exclusively For: City of Panama City Beach-Frank Brown PK  
Attn: Cheryl Joyner  
110 S Arnold Road  
Panama City Beach, FL 32413

Proposed Order  
National IPA/Omnia Nation Discount

Prepared By: Jake Holbrook ext. 1217  
[jholbrook@jerrypate.com](mailto:jholbrook@jerrypate.com)

[Ph#]

[Fax#]

Account Executive: Tony Morris SCPS

[Customer Acct#] 219730

850-393-4556 cell

[Email]

[tmorris@jerrypate.com](mailto:tmorris@jerrypate.com)

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
1	08703	Toro Sand Pro 3040 16HP Briggs	\$ 19,118.34	\$ 19,118.34
1	08714	Manual Blade (40 inch)		
1	08734	Solid Tire Toolbar		
1	08731	Mid-Mount Assembly		
1	Quote 30002	Field Drag Assembly Parts	\$ 1,043.15	\$ 1,043.15
			Subtotal	\$ 20,161.49
			Dealer Prep	\$ 920.00
			Destination Fee	\$ 476.00
			Total Proposal	\$ 21,557.49

Jerry Pate Company offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.

Ask your Account Executive for more information today!

**Prices Do Not Include Sales Tax or Applicable Documentation Fees**

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return \_\_\_\_\_

Signature

Date

Print Name

Title

Thank you, we appreciate your business!

800-700-7001 • Atlanta • Birmingham • Memphis • Pensacola • [www.jerrypate.com](http://www.jerrypate.com)



# **CONSENT AGENDA**

## **ITEM #10**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Parks and Recreation

**2. MEETING DATE:**

December 10, 2020

**3. REQUESTED MOTION/ACTION:**

Staff recommends that the council authorize the City to contract with Jerry Pate Turf & Irrigation in the amount of \$13,846.50 for the purchase of a Stand-on sprayer/spreader Toro 34237 Spraymaster Max.

**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 November 30, 2020 the Parks and Recreation Department received one sealed bid for a "Stand-on sprayer/spreader." The only responsive bid was from Jerry Pate Turf & irrigation in the amount of \$13,846.50.

This purchase was planned for in the adopted 2020-2021 budget.

Staff recommends approval.

(Resolution 21-58)

**RESOLUTION 21-58**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,  
FLORIDA APPROVING THE PURCHASE OF A STAND-ON  
SPRAYER/SPREADER FROM JERRY PATE TURF &  
IRRIGATION IN THE BASIC AMOUNT OF \$13,846.50.**

**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 Jerry Pate Turf & Irrigation, relating to the purchase of a Toro 34237 Spraymaster Max Stand-On Sprayer/Spreader in the basic amount of Thirteen Thousand Eight Hundred Forty Six Dollars and Fifty Cents (\$13,846.50) in substantially the form of the quote attached and presented to the Council today, draft dated November 10, 2020, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

**CITY OF PANAMA CITY BEACH  
BID TABULATION**

Bidder	Address	Information	Price
Jerry Pate Turf & Irrigation	301 Schubert Drive Pensacola, FL 32504	Stand-on sprayer/spreader Toro 34237 Spraymaster Max	<b>\$13,846.50</b>



The Toro Company

8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196  
• Phone 952-888-8801 • www.thetorocompany.com • Fax 952/887-8258

December 3, 2020

Cheryl Joyner  
Assistant  
Panama City Beach Parks & Recreation Dept.  
Panama City Beach, FL

Dear Cheryl,

This letter is to inform you that Jerry Pate Turf & Irrigation, Inc. at 301 Schubert Drive, Pensacola, FL (850 479-4653) is the sole source for Toro commercial turf equipment and parts and Toro golf course irrigation products for your geographic area.

**Jerry Pate Turf & Irrigation, Inc.**  
301 Schubert Drive, Pensacola, FL 32504  
5350 Tulane Drive, Atlanta, GA 30336  
604 28<sup>th</sup> Street North, Birmingham, AL 35203

If you have any questions regarding this, please contact me.

Sincerely,

Scott Papania, CSE  
District Sales Manager  
The Toro Company  
Commercial Products Division

cc: Tony Morris, Jerry Pate Turf & Irrigation, Inc.

## BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: Nov 20, 2020.

### Stand-On Sprayer/Spreader

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

The Bidder proposes and agrees, if this proposal is accepted, to provide the listed equipment to the City of Panama City Beach for the proposed amount, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida.

BID AMOUNT: \$ 13,846.<sup>50</sup>

Toro 34237 Spraymaster Max 52" w/ foam marker  
by: Jerry Pate Turf

BY: Scott G Pate TITLE: SR Vice President

ADDRESS: 301 Schubert Dr CITY: Pensacola STATE: FL ZIP: 32504

EMAIL ADDRESS: procurement@jerry pate.com

PHONE: 800-700-7001



SIGNATURE - (Confirming all information above is correct)



# Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation  
301 Schubert Drive  
Pensacola FL, 32504  
800-700-7001  
850-484-8596 (fax)  
www.jerrypate.com

DATE: November 10, 2020  
EXPIRATION DATE: Valid 30 Days

Exclusively For: City of Panama City Beach-Frank Brown PK  
Attn: Cheryl Joyner  
110 S Arnold Road  
Panama City Beach, FL 32413

Proposed Order  
National IPA/Omnia Nation Discount

Prepared By: Jake Holbrook ext 1217  
[jholbrook@jerrypate.com](mailto:jholbrook@jerrypate.com)  
Account Executive: Tony Morris SCPS  
850-393-4556 cell  
[tmorris@jerrypate.com](mailto:tmorris@jerrypate.com)

[Ph#]  
[Fax#]  
[Customer Acct#] 219730  
[Email]

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
1	34237	Toro SprayMaster Max 52"	\$ 12,458.18	\$ 12,458.18
1	135-6663	Foam Marker	\$ 649.99	\$ 649.99
			Subtotal	\$ 13,108.17
			Dealer Prep	\$ 524.33
			Destination Fee	\$ 214.00
			Total Proposal	\$ 13,846.50

Jerry Pate Company offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.  
Ask your Account Executive for more information today!

### Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name Title

Thank you, we appreciate your business!



# **CONSENT AGENDA**

## **ITEM #11**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration

2. MEETING DATE:

December 10, 2020

3. REQUESTED MOTION/ACTION:

Request Council to approve a Citywide Shift Differential Policy.

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?

Staff has prepared a shift differential pay policy to allow employees to receive a \$1 hourly incentive for working shifts that are less desirable in an effort to respond to the needs of our City.

Employees in the Utilities and Pier departments will receive \$1 additional per hour when they are assigned to work the overnight shifts per the guidelines set forth by their department.

Budgetary impacts, including benefits would be approximately \$12,500 for the Utility Fund and \$3,500 for the Pier Fund.

If approved, the policy would be effective 1/1/2021.

Staff recommends approval.

(Resolution 21-59)

**RESOLUTION 21-59**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,  
FLORIDA, APPROVING AN AMENDMENT TO THE CITY'S  
PERSONNEL POLICIES AUTHORIZING SHIFT  
DIFFERENTIAL PAY.**

**BE IT RESOLVED** by the City Council of the City of Panama City  
Beach that:

1. From and after January 1, 2021, that the Shift Differential Pay Policy attached hereto and incorporated herein as Exhibit A is hereby approved.
2. All policies or resolutions or parts of policies or resolutions in conflict herewith are repealed to the extent of such conflict.

**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



City of

# Panama City Beach

## Shift Differential Pay Policy and Procedures

### Objective:

It is the policy of The City of Panama City Beach to provide additional compensation for identified shifts within the Pier and Wastewater operations. This policy applies to any nonexempt employee working during the defined shift.

### Definitions:

**Authorized Differential Position** – Position/shift designated by the Department Head.

**Shift Differential Pay** – Payment of \$1.00 per hour for hours worked by an employee assigned to an authorized differential position.

#### **Differential Hours** –

Wastewater – 6:00PM – 6:00AM

Two shifts: 6:00PM – 6:00AM & 12:00AM – 6:00AM

Pier – 11:45PM – 9:45AM

### Policy:

The policy/procedure applies only to positions designated and approved as differential positions.

Shift differential shall apply to physical hours worked during evening and night shifts as defined for the department. If the work week consists of a combination of day and evening shifts, the differential will be paid only for the days of the scheduled defined shift. Shift differential pay will not apply to time off, such as holidays, personal time off, etc.

An employee temporarily assigned to work in an authorized differential position/shift (to which another employee is normally assigned) may receive shift differential pay for the shift worked. For example – coverage of an employee absence.

### Procedure:

Employees assigned to a defined differential position/shift must clock in utilizing the Shift Differential Code. Employees clock in under this code as follows:

1. Log in to the clock via fingerprint
2. BEFORE CLOCKING IN – choose Edit Job Details
3. Touch the blue “Select” bar for a drop down of codes
4. Select SR (Regular-Shift 1)
5. Employee is now clocked in and can exit the system.
6. Clock out at the end of the shift.

Supervisors must identify employees assigned to qualified shifts by notifying the payroll department. Notification must be made during temporary assignments – this includes the date the assignment begins and ends. Failure to properly notify payroll could result in an incorrect payment of wages to the employee. The SR hours type code is a regular pay code which will calculate at the employee’s standard rate of pay.

The payroll department will attach the Shift Differential code to the eligible employee’s profile. This code will add \$1.00 per hour for each eligible hour clocked under the SR code. The employee will be able to see the total hours worked under the SR hours type code will match the dollars paid under the SR - add pay code.

Overtime will be paid based on physical hours worked. The add pay code will result in a blended overtime rate. See example below:

Employee Rate: \$14.00

Employee worked 41 hours week one, and 32 hours week two in addition to having 8 hours of holiday pay.

SR	▶	9.00	07/23/2020	📅	▶	2030
SR	▶	8.00	07/24/2020	📅	▶	2030
SR	▶	8.00	07/27/2020	📅	▶	2030
SR	▶	8.00	07/28/2020	📅	▶	2030
SR	▶	8.00	07/29/2020	📅	▶	2030
SR	▶	8.00	07/30/2020	📅	▶	2031
SR	▶	8.00	07/31/2020	📅	▶	2031
SR	▶	8.00	08/03/2020	📅	▶	2031
20	▶	8.00	08/04/2020	📅	▶	2031
SR	▶	8.00	08/05/2020	📅	▶	2031

TOTAL HOURS – 81.00

73.00 SR (Shift Regular) Hours

8.00 Holiday Hours

## Check Calculations:

OVERTIME ADJUSTMENT	21.46
OVERTIME AT PREMIUM	7.00
OVERTIME AT ST	14.00
SHIFT REGULAR	1022.00
HOLIDAY	112.00
Additional Pays	73.00
REGULAR - SHIFT 1	73.00
Adjustments	0.00
GENERAL EMPLOYEE PENSION	105.66
Taxes	0.00
MEDICARE	17.61
SOCIAL SECURITY	75.30
FEDERAL TAX	68.23

Shift Regular – 73 hours x \$14.00 = \$1,022.00

Holiday – 8 hours x \$14.00 = \$112.00

Additional Pay - Shift Differential Pay – 73 hours x \$1.00 = \$73.00

1 hour of overtime – OT at Straight = \$14.00

Premium Blended Rate - \$7.46

TOTAL OT: \$21.46

Add pays affect the premium over time rate. The blended premium overtime rate is the add pay x 26 pay periods / 2080 hours per year x .50.

$73 \times 26 / 2080 \times .50 = .46$

Premium (half time) component is then added to the blended component:  $\$7.00 + \$0.46 = \$7.46$

# **CONSENT AGENDA**

## **ITEM #12**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Administration/Debbie Ward

**2. MEETING DATE:**

December 10, 2020

**3. REQUESTED MOTION/ACTION:**

Approve the language and purchase of nine bronze plaques to commemorate and memorialize the naming for City parks, fields and other facilities.

**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?**

Members of the Council requested that plaques be installed to publicly acknowledge the individuals that certain City parks and other facilities are named for. Advanced Sign Solutions has provided mock-ups of the plaques for the following facilities:

- |                                  |                   |                                   |
|----------------------------------|-------------------|-----------------------------------|
| Aaron Bessant Park               | Gayle's Trails    | Russell-Fields City Pier**        |
| Popeye Park                      | Scott Field Park  | Philip Griffitts Community Center |
| City of Panama City Beach Pier** | Kevin Kight Field | Robert Carlson Tennis Center      |

Plaques are 18 x 14 with double border and beveled edge and will include etched City Seal. Price is \$1,037 per plaque or \$9,333.00 total.

Staff recommends approval, with funding to come from Parks and Recreation budget.

\*\* There are two pier plaques because one memorializes the construction of the first pier constructed in 1978.

# PANAMA CITY BEACH - PARKS & REC FACILITIES

18 in

14 in

1 in

0.75 in

**Aaron Bessant Park**  
 is named for former  
 Mayor Aaron Bessant  
 who served from 1980-1982.

3 in

3 in



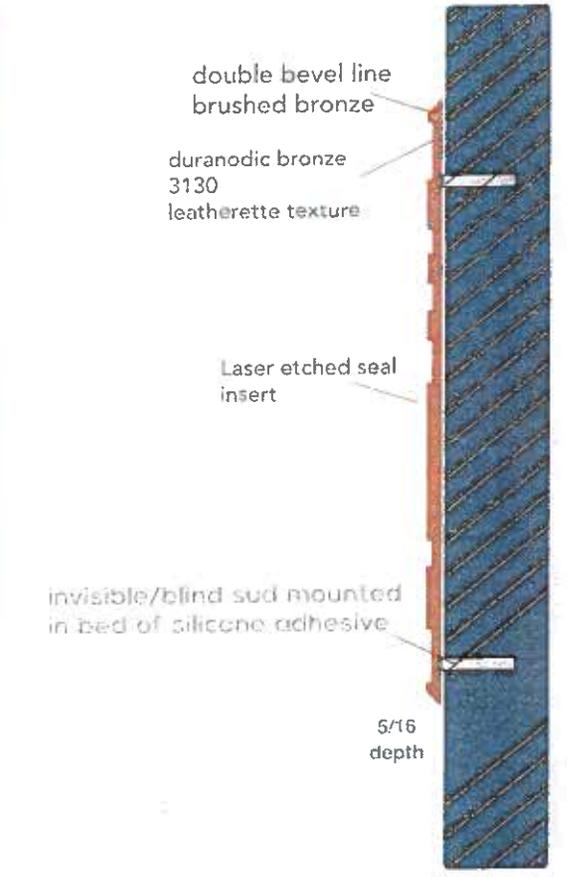
**Gayle's Trails**  
 is named for former  
 Mayor Gayle Oberst  
 who served from 2006-2016.



**Russell-Fields City Pier**  
 is named for Dan Russell  
 the City's first mayor  
 who served from 1970 to 1980,  
 and Elgin "Popeye" Fields,  
 former pier attendant  
 who served the City from 1987 to 2001.



**Popeye Park**  
 is named for former pier attendant  
 Elgin "Popeye" Fields  
 who served the City  
 from 1987-2001.

ES Sign Type Plaque / Cast Bronze  
 Dedication Plaque - City 9 (as shown)

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VVV.ADV-SIGNS.COM  
 118 McElvey Rd  
 Panama City Beach, FL 32408  
 TEL: 850-914-9925  
 FAX: 800-368-9928

Contact Name: Debbie Ward  
 Contact Email:  
 Contact Ph: O: 850.233.5100 EXT.2261, C: 850.867.9481  
 Ship/install location: 17007 PANAMA CITY BEACH PARKWAY PANAMA CITY BEACH

WO#5709  
 Due Date  
 WO5709 - PANAMA CITY BEACH - PARKS AND REC - DEDICATION PLAQUES - NOV2020.fs  
 \\SERVER7\Graphics\Art\PANAMA CITY BEACH\PARKS AND REC  
 32413

# PANAMA CITY BEACH - PARKS & REC FACILITIES

18 in.

**Philip Griffitts Community Center**  
 is named for former Mayor Philip Griffitts, the City's third mayor, serving from 1982 to 2000.



**Scott Field Park**  
 is named for Ward 4 Councilman Sam Scott, first elected in 1970.



**City of Panama City Beach Pier**  
 First constructed 1978

<b>Mayor</b> Dan Russell	<b>Councilmen</b> Jim Berger Ron Brown Jut Stroud	<b>Vice Mayor</b> Sam Scott
-----------------------------	--	--------------------------------



**Kevin Kight Field**  
 is named for fallen City police officer Kevin Kight who was shot and killed while making a traffic stop on March 27, 2005.



**Rob Carlson Tennis Center**  
 is named for local tennis instructor Robert A. Carlson III.



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WWW.ADV-SIGNS.COM  
 518 McElvey Rd  
 Panama City Beach, FL 32408  
 EL: 850-914-9925  
 AX: 800-368-9928

Contact Name: Debbie Ward  
 Contact Email:  
 Contact Ph: O: 850.233.5100 EXT.2261, C: 850.867.9481  
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Advanced Sign Solutions  
 7518 McElvey Road  
 Panama City Beach, FL 32408  
 US  
 (850) 914-9925  
 support@advancedsignsolutions.com  
 www.adv-signs.com

# Estimates



**ADDRESS**

CITY OF PANAMA CITY BEACH  
 17001 Panama City Beach Pkwy  
 Panama City Beach, FL 32413

**SHIP TO**

CITY OF PANAMA CITY BEACH  
 17001 Panama City Beach Pkwy  
 Panama City Beach, FL 32413

ESTIMATES #	DATE
5709	11/17/2020

SHIP VIA  
 TBD

ACTIVITY	QTY	RATE	AMOUNT
Outpro - Plaque CITY DEDICATION PLAQUES *BRONZE PLAQUE *18X14IN OVERALL SIZE *DOUBLE BORDER, BEVELED EDGE *LEATHERETTE TEXTURE *DURANODIC BRONZE BACKGROUND COLOR *LASER ETCHED CITY SEAL *INSTALLATION TEMPLATE PROVIDED FOR CLIENT	9	1.037.00	9,333.00T

\*\*PRICING BASED ON MIN QTY 5\*\*

\*INSTALL NOT PRESENTLY INCLUDED

50% DEPOSIT REQUIRED OR EXECUTED PO# FOR GC LED PROJECT WORK

ALL SIGNS ARE MANUFACTURED BY ADVANCED SIGN SOLUTIONS AND SHOULD BE CONSIDERED EQUAL OR BETTER TO ARCHITECTURAL SPECIFICATIONS IF APPLICABLE.

PROPOSALS ARE BASED ON BEST INFORMATION PROVIDED BUT MAY CHANGE DUE TO CHANGES IN QTY, MATERIAL OR OTHER REASONS AT ADVANCED SIGNS DISCRETION. ANY CHANGES IN PRICING WILL BE COMMUNICATED PRIOR TO EXECUTION.

PROPOSALS ARE VALID FOR UP TO 45 DAYS FROM DATE ISSUED; PRICING NOT GUARANTEED OUTSIDE OF THIS TIME PERIOD.

All proposals, artwork, concepts and designs are confidential and may not be distributed without the express written consent of an officer of Sightline Creative Inc dba Advanced Sign Solutions. Any distribution of Advanced Sign Solutions artwork used in any capacity in the design and production of signage NOT by Advanced Sign Solutions, constitutes acceptance of a \$500 per artwork/sign charge by the client

SUBTOTAL	9,333.00
TAX (0%)	0.00
<b>TOTAL</b>	<b>\$9,333.00</b>

Accepted By

Accepted Date

**REGULAR AGENDA**

**ITEM #1**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Building and Planning / Mel Leonard

**2. MEETING DATE:**

December 10, 2020

**3. REQUESTED MOTION/ACTION:**

It is requested that the City Council consider the annual update to the Capital Improvements Schedule of the Comprehensive Plan and approve with any needed changes.

**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?**

Attached is the draft annual update to the City's Capital Improvements Schedule as required by the State. The Capital Improvements Schedule is required to show only those projects necessary to maintain the adopted levels of service established in the City's Comprehensive Plan. The Capital Improvements Schedule is no longer sent to the State Department of Economic Opportunity for review but is adopted by approval of a local ordinance.

Staff recommends approval of the schedule with any needed changes.

(Ordinance 1543)

ORDINANCE NO. 1543

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE 2009 AMENDED AND RESTATED CITY OF PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN; AMENDING THE CAPITAL IMPROVEMENT ELEMENT TO UPDATE THE SCHEDULE OF CAPITAL IMPROVEMENTS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the Panama City Beach Council adopted the 2009 Amended and Restated City of Panama City Beach Comprehensive Growth and Development Plan (the Comprehensive Plan) on December 10, 2009, by Ordinance No. 1143; and

WHEREAS, the City has prepared the annual update to the Capital Improvement schedule, and desires to amend the Capital Improvement Element of said Comprehensive Plan by ordinance to comply with the provisions of Section 163.3177(3)(b), Florida Statutes; and

WHEREAS, the Panama City Beach Planning Board reviewed the amendment request on \_\_\_\_\_, and recommended approval; and

WHEREAS, on \_\_\_\_\_, the City Council conducted a properly noticed hearing to consider the updates to the schedule of Capital Improvements, and adopted this Ordinance during that hearing.

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

SECTION 1. The attached Capital Improvements Schedule for  
planning improvements within the years 2021 through 2026 is hereby  
adopted.

SEE ATTACHED COMPOSITE EXHIBIT A  
SETTING FORTH THE UPDATED CAPITAL  
IMPROVEMENTS SCHEDULE

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

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the  
City Council of the City of Panama City Beach, Florida, this \_\_\_\_ of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mark Sheldon, Mayor

ATTEST:

\_\_\_\_\_  
Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

PUBLISHED in the Panama City News Herald on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

POSTED AT [www.pcbgov.com](http://www.pcbgov.com) on \_\_\_\_\_

\_\_\_\_\_  
Lynne Fasone, City Clerk

**CAPITAL IMPROVEMENTS SCHEDULE**

**City of Panama City Beach FY 20/21**

Traffic Circulation		Funding Source	Current Status	FY 20-21	21-22	22-23	23-24	24-25
1.	Clarence Av. Road Widening with sidewalks. Improve various street surfaces and shoulders	Gas Tax	on-going					
2.	Alf Coleman Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$26,000,000 total cost  \$7,400,000 spent to date	\$847,400				\$16,982,600
3.	N. Thomas Drive -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$990,000 spent to date  \$31,000,000 total cost					\$30,010,000
4.	Hill Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$160,900 spent to date  \$16,500,000 total cost					\$16,339,100
5.	Powell Adams Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA Prop. Share	Seg I Completed \$3,000,000  \$6,000,000 total cost for Seg. II	\$2,100,000	\$2,750,309			

Traffic Circulation		Funding Source	Current Status	FY 20-21	21-22	22-23	23-24	24-25
6.	S. Thomas Drive -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Construction completed in '13  \$14,230,000 total cost					
7.	Clara Avenue -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$124,000 spent to date  \$22,000,000 total cost					\$21,876,000.00
8.	Front Beach Road Segment 1 (S. Thomas to N. Thomas Drive) -public transit system -ped/bic. improvements -landscaping -streetscaping  (needed to meet future demand)	FBR-CRA  Part of South Thomas Dr project. See project #6.	Construction completed in '13  \$11,130,000 total cost					
9.	Front Beach Road Segment 2 (Jackson Blvd. to S. Thomas) -public transit system -ped/bic. improvements -landscaping -streetscaping  (needed to meet future demand)	FBR-CRA	Spent to date  \$14,500,000					

Traffic Circulation		Funding Source	Current Status	EY 20-21	21-22	22-23	2020-21	2021-22
10.	Front Beach Road Segment 3 (State Road 79 to Lullwater Dr) -public transit system -ped/bic. improvements -landscaping -streetscaping  (needed to meet future demand)	FBR-CRA FDOT Prop. Share	<i>Design Const. and Util. CE&amp;I and Post Design</i> \$630,000 Spent to date. \$24,000,000 total cost.	\$8,700,000	\$8,100,000	\$1,029,181		
11.	S. Arnold Road (SR 79) -4 lane widening -ped/bic. improvements -landscaping -streetscaping  (needed to meet future demand)	FBR-CRA TRIP funding FDOT  FDOT 5-Year Work Program	<i>TRIP funding granted for PDE</i>  \$1,185,013 spent to date  \$15,000,000 total cost					
12.	Front Beach Road Segment 4.1 (Lullwater Dr. to Hill Rd.) -public transit system -ped/bic. improvements -landscaping -streetscaping  (needed to meet future demand)	FBR-CRA	<i>Design Right of Way, construct.</i>  \$650,000 Spent to date	\$3,513,289	\$7,000,000	\$7,300,000		
13.	Front Beach Road Segment 4.2 (Hill Rd. to Hutchison Blvd.) -public transit system -ped/bic. improvements -landscaping -streetscaping  (needed to meet future demand)	FBR-CRA	<i>Design Right of Way, construct.</i>	\$3,000,000	\$8,000,000	\$10,000,000	\$1,500,000	

Traffic Circulation		Funding Source	Current Status	FY 20-21	21-22	22-23	Budget 2021	Budget 2022
14.	Front Beach Road Segment 4.3 (Hutchison Blvd. to R Jackson) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way construction	\$500,000	\$1,500,000	\$1,800,000	\$10,000,000	\$10,000,000
15.	Cobb Road -ped/bic. improvements -landscaping -streetscaping	FBR-CRA	No activity to date  \$13,000,000 total cost					\$13,000,000
16.	Nautilus Street -landscaping -streetscaping	FBR-CRA	\$15,000,000 total cost					\$15,000,000
17.	North Thomas Drive Parking Lot	FBR-CRA Prop. Share	\$5,250,000 spent Parking lot stabilized					
18.	Multimodal Center West	FBR-CRA	No Activity to date					
19.	Bay Parkway Phase 1  -Colony Club Connector Road  -Bay Parkway Phase 2		Construction Complete Construction Complete \$14,200,000	\$921,855 FDOT				
20.	PCB Parkway(Nautilus to Jackson)	FDOT 5-Year Work Program	Add Lanes & Reconstruct	\$130,772				Ongoing
21.	PCB Parkway (Mandy Lane to Thomas Dr.)	FDOT 5-Year Work Program	Preliminary Design PD&E Study	\$322				Ongoing
22.	ITS Improvements	FDOT 5-Year Work Program		\$900,000	\$500,000	\$500,000	\$500,000	Ongoing
23.	PCB Parkway Walton Co. Line to SR 79	FDOT 5-Year Work Program	Preliminary Design PD&E Study	\$2,100,000				

Traffic Circulation		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
24.	West Bay Parkway from Walton County to SR-79 (needed to meet future demand)	FDOT 5-Year Work Program	Preliminary Design  PD&E Study	\$2,545				Ongoing

Recreation & Open Space		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
25.	Multi Use Path/Trail From East Side of Trieste Subdivision to Breakfast Point Subdivision	City Matching Funds & Sun Trail Grant	Design Complete	\$108,464 City 904,716 State				
26.	Multi Use Path from Walton Co. to Heather Drive along PCB PKWY Part of Resurfacing and Intersection Improvements	FDOT 5-Year Work Program	\$20,862,588					

Schools		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
27.	See Note #2 at end of report.	School Board						

Potable Water, Wastewater, and Reuse		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
Potable Water								
28.	Bid-A-Wee Water Main Replacements	Utility	\$1,322,515 Balance to Finish					
29.	System Extensions & Loops	Utility	\$2,185,000 Balance to Finish		\$550,000	\$550,000	\$1,085,000	
30.	Bay Parkway to Nautilus Water Main	Utility	\$280,000 Balance to Finish					

Potable Water, Wastewater and Reuse		Funding Source	Current Status	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
<b>Wastewater and Reuse</b>								
31.	New Wastewater Treatment Plant 4 MGD Phase 1	Utility	\$49,015,000 <i>Balance to Finish</i>		\$468,000	\$780,000	\$11,080,000	
32.	Utilities Admin & Support Building			\$4,405,676	\$2,935,507			
33.	West End Storage Tank and Pump Station			\$200,000	\$3,500,000			
34.	Bid a Wee S/D Water System Replacement			\$1,271,912				
35.	Bay Parkway to Nautilus Forcemain and Reclaimed Mains	Utility	\$4,401,675 <i>Balance to Finish</i>	\$1,901,675				
36.	Lift Station #73 Cobb Rd. Replacement	Utility	\$2,687,500 <i>Balance to Finish</i>	\$2,187,500				
37.	SR-79 to West End Storage and Pump Station				\$100,000	\$450,000	\$460,000	
38.	SR 79 Reclaimed Transmission Main	Utility	\$2,886,000 <i>Balance to Finish</i>		\$800,000	\$2,086,000		
39.	Lift Station # 4 Driftwood. Replacement	Utility	\$5,010,000 <i>Balance to Finish</i>	\$2,994,300	\$1,365,700			
40.	Lift Station #73 Replacement			\$750,000	\$1,837,500			
41.	Waste / Reclaimed System extentions / loops	Utility	\$1,380,000 <i>Balance to Finish</i>		\$350,000	\$350,000	\$680,000	

Stormwater Improvements								
42.	Stormwater Improvements	Stormwater Utility Assessments		\$1,246,000	\$792,000	\$645,000	\$480,000	\$700,000
Prop. Share Projects		Funding Source	Current Status					
1.	US 98 Int. w/ Hill Rd. and US 98 Int. w/ Clara Avenue (needed to meet future demand)	Seahaven Prop. Share	\$300,000 based on trip triggers					
2.	US 98-Hill Rd. 6-laning (needed to meet future demand)	Seahaven Prop. Share	\$1,350,000 (trip triggers)					
3.	US 98-Clara Ave. 6-laning (needed to meet future demand)	Seahaven Prop. Share	\$1,350,000 (trip triggers)					
4.	PD&E for US 98 from SR 79 to Thomas Drive flyover (needed to meet future demand)	Seahaven Prop. Share	\$2,000,000 (trip triggers)					

Prop. Share Projects		Funding Source	Current Status					
5.	ITS for US 98 from Phillips Inlet to Thomas Dr. flyover (needed to meet future demand)	Seahaven Prop. Share	\$1,000,000 (trip triggers)					
6.	Hill Rd. improvements (needed to meet future demand)	Seahaven Prop. Share	\$938,766 (trip triggers)					

Notes

1. The City of Panama City Beach hereby adopts by reference the most current 5-year Schedule of Improvements as adopted by the FDOT, District 3 and the Bay County TPO.
2. The City of Panama City Beach hereby adopts by reference the Bay County School District's 2020-2021 Work Plan.
3. The FBR-CRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 20/21 is approximately \$11,000,000.
4. The City of Panama City Beach will coordinate with the most current Water Supply Plan as formally adopted by the Northwest Florida Water Management District.

**REGULAR AGENDA**  
**ITEM #2**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
LEGAL/CRA

2. MEETING DATE:  
December 10, 2020

3. REQUESTED MOTION/ACTION:  
APPROVE ACQUISITION OF LAND LOCATED AT 16726 FRONT BEACH ROAD BY EMINENT DOMAIN

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 September 2018, the City acquired the fee simple interest to property located at 16726 Front Beach Road for the Front Beach Road Segment 3 Project, subject to certain leasehold interests. One of these leasehold interests is held by NPC International, Inc., who operated a Pizza Hut Take Out Restaurant on the property at the time the City purchased the property. While that tenant has since relocated their business to another location, the City has not yet been able to successfully negotiate a settlement with the tenant. In order to resolve the issue of compensation that may be due the tenant, and to acquire all necessary interests in the property, we recommend the City initiate legal action, including eminent domain if necessary, against the tenant to resolve the compensation issue and clear up this title issue.

Because the City already owns the fee simple to this property, and because the tenant has already vacated the property, this action will not impact the construction schedule for Front Beach Road Segment 3. Funds are budgeted for the acquisition and legal action. If Council approves the Resolution, staff anticipates filing a lawsuit in January.

(Resolution 21-24)

## RESOLUTION 21-24

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH FLORIDA RELATING TO THE CONDEMNATION OF THAT CERTAIN LEASEHOLD INTEREST IN PROPERTY LOCATED AT 16726 FRONT BEACH ROAD WITHIN THE CITY, FOR RIGHT OF WAY AND DRAINAGE PURPOSES TO SUPPORT THE IMPROVEMENT OF THE FRONT BEACH ROAD SEGMENT 3 PROJECT; MAKING FINDINGS OF FACT AND NECESSITY; AND AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO TAKE THE APPROPRIATE ACTIONS TO SECURE THE ACQUISITION OF THE PROPERTY INTEREST BY EMINENT DOMAIN PROCEEDINGS.**

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

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

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

WHEREAS, the City finds that the expansion and improvement of the right-of-way along Front Beach Road Segment 3 between State Road 79 and Lullwater Drive (the "Project") is necessary to improve the function and appearance of that corridor, and to allow for the installation and construction of sidewalks and additional traffic lanes in a safe and acceptable manner; and

WHEREAS, the CITY has determined that it is necessary, in the public interest, and serves a public purpose to make certain improvements to

portions of the Front Beach Road right-of-way, and the City has determined that to do so it is necessary, in the public interest, and serves a public purpose that the CITY obtain title to certain portions of land along and adjacent Front Beach Road in a certain parcel of property situate, lying and being in Bay County, Florida, the legal description of the parcel being attached hereto as *Exhibit A* (the "Property"), and

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

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

WHEREAS, the acquisition of the Property is consistent with the City's Near Term Work Plan adopted by the City Council on September 10, 2020, by Resolution 20-168, and funds have been budgeted for this purpose; and

WHEREAS, the City voluntarily acquired the fee simple interest to the Property via an arm's length transaction with the Fee owner, subject to certain leasehold interests; and

WHEREAS, subsequent to the City's voluntary acquisition of said Property, Lessee NPC International. Inc. ("Lessee") voluntarily moved its Pizza Hut business from the Property to another location, and the structure they occupied on the Property has since been vacant; and

WHEREAS, the City has been in negotiation with Lessee to determine compensation, if any, due Lessee in this circumstance but said negotiation has been unsuccessful; and

WHEREAS, in order to resolve the issue of compensation, if any, due Lessee and acquire all interests in said property, it is necessary that the City maintain legal action against Lessee including, as necessary, an eminent domain action in order to determine the compensation due Lessee.

NOW THEREFORE BE IT RESOLVED, for the purposes aforesaid, the City Council finds that:

1. The City Council hereby adopts as true and correct the foregoing Whereas clauses, and incorporates them as findings herein.
2. For the purposes aforesaid, it is necessary, practical, and in the best interest of the public and the CITY that it acquire the leasehold interest in that certain parcel heretofore described in the attached Exhibit A, necessary for the Panama City Beach Front Beach Road CRA Segment 3 Project. The Property will be used as transportation right of way for the realignment, improvement and expansion of Front Beach Road, for required drainage facilities and water retention areas necessitated by the improvement and expansion of Front Beach Road and the adjacent Lullwater Lake outfall, and other municipal purposes.
3. The City, its officers, employees and attorneys, including designated outside counsel, be and are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the leasehold interest in said land by eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes, and otherwise and to prepare, sign, execute, serve, publish and file in the name of the City, all eminent domain papers, affidavits and pleadings and said attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.
4. The City finds and determines that the property identified in Exhibit A is necessary for the public purpose of construction of the roadway project. The City authorizes the acquisition of the property identified and described in Exhibit A attached hereto, and by this reference made a part thereof. The City further authorizes the City Attorney, her staff or designated outside counsel to correct minor errors or scrivener's errors to said descriptions, if any, with regard to the condemnation proceeding without further action of this Council.
5. This Resolution supercedes and repeals paragraph 3 of Resolution 18-133.

**THIS RESOLUTION** shall become 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

## EXHIBIT A

THAT CERTAIN LEASEHOLD INTEREST HELD BY NPC INTERNATIONAL, INC., A KANSAS CORPORATION, BY VIRTUE OF THAT CERTAIN LEASE AGREEMENT DATED FEBRUARY 1, 1994, (THE "LEASE"), AS AMENDED BY AGREEMENT SEPTEMBER 7, 2012 (THE "FIRST AMENDMENT"), AND AS SUBSEQUENTLY AMENDED MAY 13, 2020 (THE "SECOND AMENDMENT"), IN THE FOLLOWING DESCRIBED PROPERTY OWNED IN FEE SIMPLE BY THE CITY OF PANAMA CITY BEACH:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE RUN WEST ON THE NORTH LINE OF SAID SECTION 19 A DISTANCE OF 1445.6 FEET; THENCE AT A DEFLECTION ANGLE OF 66°45' TO THE LEFT RUN SOUTHWESTERLY (OLD HOLLOWAY & VICKERS PROPERTY LINE) A DISTANCE OF 575 FEET TO THE NORTHERLY R/W OF U.S. HIGHWAY 98 AS IT NOW EXISTS (100 FOOT R/W); THENCE RUN NORTHWESTERLY ON AND ALONG THE NORTHERLY R/W LINE OF SAID U.S. HIGHWAY 98 A DISTANCE OF 398 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THIS POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTHERLY R/W LINE OF SAID U.S. HIGHWAY 98 AND THE EASTERLY R/W LINE OF LULLWATER DRIVE ACCORDING TO THE PLAT OF EL CENTRO BEACH AS RECORDED WITH THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, IN PLAT BOOK 9, PAGE 8; THENCE AT 90° TO THE RIGHT RUN NORTHEASTERLY ON THE EASTERLY R/W LINE OF SAID LULLWATER DRIVE A DISTANCE OF 120 FEET; THENCE AT 90° TO THE RIGHT RUN SOUTHEASTERLY A DISTANCE OF 125 FEET; THENCE AT 90° TO THE RIGHT RUN SOUTHWESTERLY A DISTANCE OF 120 FEET TO THE NORTHERLY R/W LINE OF SAID U.S. HIGHWAY 98; THENCE AT 90° TO THE RIGHT RUN NORTHWESTERLY ON AND ALONG THE SAID NORTHERLY R/W LINE OF SAID U.S. HIGHWAY 98 A DISTANCE OF 125 FEET TO THE POINT OF BEGINNING.

BAY COUNTY PARCEL NO: 33321-000-000  
PROPERTY ADDRESS: 16726 FRONT BEACH ROAD, PANAMA CITY BEACH,  
FLORIDA

**REGULAR AGENDA**  
**ITEM #3**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
LEGAL/CRA/UTILITIES

2. MEETING DATE:  
December 10, 2020

3. REQUESTED MOTION/ACTION:  
AUTHORIZE ACQUISITION OF PROPERTY LOCATED AT 15726, 15801, 15810 and 15812 FRONT BEACH ROAD BY EMINENT DOMAIN

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 part of the improvement of Front Beach Road Segment 4, the City's current lift station site #4 needs to be relocated to accommodate those corridor improvements and to meet future utility growth and current utility standards. After considering numerous sites, staff has determined that a site located at 15801 Front Beach Road, north of the existing LS 4 site, is the most viable for the City and sewer rate payers. The Utilities Department has determined it is necessary to acquire a 9247 sf parcel in fee simple for the Lift Station site, together with a 5502 sf permanent utility and access easement. The CRA Manager has determined it is necessary to acquire a 98sf parcel in fee simple right of way, together with numerous temporary construction easements to harmonize the finished road with the current property grades.

Staff has been coordinating with the property owners on the design of the Sewer and ROW projects. The property owners have requested the City formalize its intentions to acquire the property for these projects, and the authorization for staff to rely on the City's powers of eminent domain to do so.

If Council approves the Resolution, staff will prepare a notice and offer letter to the property owners to formally initiate the acquisitions.

Staff recommends approval.

(Resolution 21-40)

## RESOLUTION 21-40

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH FLORIDA RELATING TO THE ACQUISITION OF THAT CERTAIN PROPERTY LOCATED AT 15726, 15801, 15810 and 15812 FRONT BEACH ROAD WITHIN THE CITY FOR THE RELOCATION OF LIFT STATION 4 AND IMPROVEMENT OF THE CITY'S SEWER UTILITY SYSTEM AND FRONT BEACH ROAD SEGMENT 4.1 RIGHT OF WAY IMPROVEMENT PROJECTS; MAKING FINDINGS OF FACT, PUBLIC PURPOSE AND NECESSITY; AUTHORIZING AN OFFER; AND AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO TAKE THE APPROPRIATE ACTIONS TO SECURE THE ACQUISITION OF THE PROPERTY, IF NECESSARY, BY EMINENT DOMAIN PROCEEDINGS.**

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

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

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

WHEREAS, the City finds that the expansion and improvement of the rights-of-way along Front Beach Road Segment 4.1 (between Lullwater Drive and Hill Road) (the "ROW Project") is necessary and serves a public purpose to improve the function and appearance of those corridors, and to allow for the installation and construction of sidewalks and additional traffic lanes in a safe and acceptable manner; and

WHEREAS, as part of the improvement of Front Beach Road Segment 4.1, the City's current lift station #4 needs to be relocated to accommodate those corridor improvements, as well as and to meet future utility growth and current utility standards (the "Lift Station Project"); and

WHEREAS, the CITY has determined that it is necessary, in the public interest, and serves a public purpose to make certain improvements to portions of the Front Beach Road rights-of-way, and to relocation and expand the capacity of Lift Station #4, and the City has determined that to do so it is necessary, in the public interest, and serves a public purpose that the CITY obtain title to certain portions of property along and adjacent to Front Beach Road in certain parcels of property situate, lying and being in Bay County, Florida, the legal descriptions of each parcel whereof being attached hereto as composite *Exhibit A* (the "Property"), and

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

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

WHEREAS, funds have been budgeted for the acquisition of the Property for the Projects; and

WHEREAS, the City has complied, or will have complied before filing a condemnation action, with the provisions of Section 73.015, Florida Statutes regarding presuit negotiation.

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

City Council finds that:

1. The City Council hereby adopts as true and correct the foregoing Whereas clauses, and incorporates them as findings herein.
2. For the purposes aforesaid, it is necessary, practical, and in the best interest of the public and the CITY that the property interests necessary for the Front Beach Road 4.1 ROW Project and Lift Station 4 Project be acquired in the name of the CITY over and upon those certain parcels described in the attached composite Exhibit A. Once acquired, the Property will be used for transportation or utility purposes as described in the Exhibit, and other municipal purposes.
3. The City, its officers, employees and attorneys, including designated outside counsel, be and are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple right of way, in said land by eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes, and otherwise and to prepare, sign, execute, serve, publish and file in the name of the City, all eminent domain papers, affidavits and pleadings and said attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.
4. The City finds and determines that the property identified in Exhibit A is necessary for the public purpose of construction and expansion of the ROW Project and Lift Station Project. The City authorizes the acquisition of the property identified and described in Exhibit A attached hereto, and by this reference made a part thereof. The City further authorizes the City Attorney, her staff or designated outside counsel to correct minor errors or scrivener's errors to said descriptions, if any, with regard to the condemnation proceeding without further action of this Council.
5. The City has determined for the purpose of defining the interest in property sought, that at any time whenever the term "fee simple right-of-way" is used in this Resolution, said term shall mean all rights to the subject property being acquired, subject to any abutters' rights to a roadway or other improvements constructed thereon as allowed by law.
6. The City Utilities Director or designate is authorized to have the construction plans for the Lift Station Project updated, revised or corrected, and to utilize such plans in the condemnation action, including committing to said plans, updates, revisions or corrections, without further action of this Council.
7. The City CRA Manager or designate is authorized to have the

construction plans for the ROW Project updated, revised or corrected, and to utilize such plans in the condemnation action, including committing to said plans, updates, revisions or corrections, without further action of this Council

**THIS RESOLUTION** shall become 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

EXHIBIT A

FEE SIMPLE (LIFT STATION SITE)

Located at 15810 Front Beach Road

Bay County Parcel ID:

Apparent Owner: Gilmore Resorts, Inc.

DESCRIPTION OF LIFT STATION PARCEL NO. 4: COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 3 OF F.A. BLACK'S ORIGINAL PLAT LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 FOR 352.27 FEET TO THE NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE NORTH 32 DEGREES 03 MINUTES 34 SECONDS EAST ALONG SAID NORTHWESTERLY LINE FOR 258.10 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 57 DEGREES 56 MINUTES 26 SECONDS EAST FOR 71.89 FEET; THENCE NORTH 06 DEGREES 51 MINUTES 19 SECONDS EAST FOR 13.02 FEET; THENCE NORTH 21 DEGREES 18 MINUTES 59 SECONDS EAST FOR 27.95 FEET; THENCE NORTH 31 DEGREES 58 MINUTES 43 SECONDS EAST FOR 50.24 FEET; THENCE NORTH 68 DEGREES 02 MINUTES 36 SECONDS EAST FOR 37.21 FEET; THENCE NORTH 76 DEGREES 55 MINUTES 38 SECONDS EAST FOR 21.50 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST ALONG SAID NORTHEASTERLY LINE FOR 98.09 FEET TO SAID NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE SOUTH 32 DEGREES 03 MINUTES 34 SECONDS WEST ALONG SAID NORTHWESTERLY LINE FOR 134.83 FEET TO THE POINT OF BEGINNING.

## UTILITY AND ACCESS EASEMENT

Located at 15810 Front Beach Road

Bay County Parcel ID:

Apparent Owner: Gilmore Resorts, Inc.

A perpetual easement in and the right to excavate for, install, bury, construct, maintain, repair, alter, access and operate its sanitary sewer, potable water, and reuse water utilities, as the same shall be located or relocated by said CITY, together with the right to allow the attachment of and also the right to install, maintain and use such junctions, manholes, drains, and connectors as may be necessary or convenient in connection therewith, upon, under and across the following described land in Bay County, to wit:

DESCRIPTION OF INGRESS, EGRESS AND UTILITY EASEMENT:  
COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 3 OF F.A. BLACK'S ORIGINAL PLAT LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 FOR 322.27 FEET TO THE NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 3986, PAGE 2021 AND THE POINT OF BEGINNING. THENCE NORTH 32 DEGREES 03 MINUTES 34 SECONDS EAST ALONG SAID NORTHWESTERLY LINE FOR 158.00 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 3986, PAGE 2021; THENCE SOUTH 57 DEGREES 56 MINUTES 26 SECONDS EAST ALONG SAID NORTHEASTERLY LINE FOR 10.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 34 SECONDS EAST FOR 100.10 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST FOR 40.00 FEET TO THE NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE SOUTH 32 DEGREES 03 MINUTES 34 SECONDS WEST ALONG SAID NORTHWESTERLY LINE FOR 250.10 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98; THENCE SOUTH 57 DEGREES 56 MINUTES 26 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the rights of ingress and egress to and from said easement.

PROVIDED always that in undertaking such excavation, installation, burial, construction, maintenance, repair, alteration or operation, the said CITY, its successors and assigns, shall be obligated to restore the surface of said property to as good or better condition as immediately preceding such undertaking; and

PROVIDED that the fee owner, their successors and assigns shall make no use of or improvement on the above-described land inconsistent with the easement granted herein, the City agreeing that construction of an asphalt paved road or parking lot shall not be considered an inconsistent use.

## TEMPORARY RIGHT OF WAY CONSTRUCTION EASEMENT

Located at 15801 Front Beach Road

City Parcel 742W

Apparent Owner: Gilmore Resorts, Inc.

A temporary, non-exclusive construction easement to occupy and use, subject to all of the terms and conditions hereof, the following described land situated in Bay County, Florida, to wit:

15801 FRONT BEACH ROAD - TEMPORARY CONSTRUCTION EASEMENT  
WEST TRACT

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK'S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 13.41 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 20.03 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 20.03 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 681.88 SQUARE FEET.

The premises may be occupied and used by City solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the Grantor's property with the highway improvements which are to be constructed together with incidental purposes related hereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of (month and year the construction is anticipated to be completed) (the "Temporary Construction Easement").

The Temporary Construction Easement may be used by the City, its employees, agents, licensees, invitees, contractors and subcontractors in connection with the construction of the Front Beach Road Segment 4.1 Improvement Project. However, in no event, shall the City, its employees, agents, licensees, invitees, contractors and subcontractors utilize the Temporary Construction Easement for the storage of construction materials, vehicles, supplies, tools and equipment; the erection of temporary construction buildings, storage sheds and shelters; or erection of barriers and security fences or walls.

## TEMPORARY RIGHT OF WAY CONSTRUCTION EASEMENT

Located at 15801 Front Beach Road

City Parcel 742E

Apparent Owner: Gilmore Resorts, Inc.

A temporary, non-exclusive construction easement to occupy and use, subject to all of the terms and conditions hereof, the following described land situated in Bay County, Florida, to wit:

### EAST TRACT\*

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK'S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 99.91 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 16.59 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 16.59 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 497.6312 SQUARE FEET.

The premises may be occupied and used by City solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the Grantor's property with the highway improvements which are to be constructed together with incidental purposes related hereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of (month and year the construction is anticipated to be completed) (the "Temporary Construction Easement").

The Temporary Construction Easement may be used by the City, its employees, agents, licensees, invitees, contractors and subcontractors in connection with the construction of the Front Beach Road Segment 4.1 Improvement Project. However, in no event, shall the City, its employees, agents, licensees, invitees, contractors and subcontractors utilize the Temporary Construction Easement for the storage of construction materials, vehicles, supplies, tools and equipment; the erection of temporary construction buildings, storage sheds and shelters; or erection of barriers and security fences or walls.

**FEE SIMPLE RIGHT OF WAY**  
**Located at 15726 Front Beach Road**  
**City Parcel 105**  
**APPARENT OWNER: Gilmore Girls, LLC**

15726 FRONT BEACH ROAD ~ RIGHT OF WAY TAKEN

A PARCEL OF LAND LYING AND BEING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHWEST CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3765, PAGE 640 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 - FRONT BEACH ROAD - 100' RIGHT OF WAY) AND PROCEED SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 196.68 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 59 DEGREES 26 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 22.02 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD (66' RIGHT OF WAY); THENCE SOUTH 32 DEGREES 21 MINUTES 03 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 19.55 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING. CONTAINING 98.00 SQUARE FEET.

## TEMPORARY RIGHT OF WAY CONSTRUCTION EASEMENT

Located at 15812 Front Beach Road

City Parcel 743E

Apparent Owner: 15812FBR, LLC

A temporary, non-exclusive construction easement to occupy and use, subject to all of the terms and conditions hereof, the following described land situated in Bay County, Florida, to wit:

15812 FRONT BEACH ROAD – TEMPORARY CONSTRUCTION EASEMENT  
‘EAST TRACT’

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK’S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 211.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 34.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 19.17 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 19.17 FEET TO THE POINT OF BEGINNING.  
CONTAINING 651.84 SQUARE FEET.

The premises may be occupied and used by City solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the Grantor’s property with the highway improvements which are to be constructed together with incidental purposes related hereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of (month and year the construction is anticipated to be completed) (the “Temporary Construction Easement”).

The Temporary Construction Easement may be used by the City, its employees, agents, licensees, invitees, contractors and subcontractors in connection with the construction of the Front Beach Road Segment 4.1 Improvement Project. However, in no event, shall the City, its employees, agents, licensees, invitees, contractors and subcontractors utilize the Temporary Construction Easement for the storage of construction materials, vehicles, supplies, tools and equipment; the erection of temporary construction buildings, storage sheds and shelters; or erection of barriers and security fences or walls.

## TEMPORARY RIGHT OF WAY CONSTRUCTION EASEMENT

Located at 15812 Front Beach Road

City Parcel 743W

Apparent Owner: 15812FBR, LLC

A temporary, non-exclusive construction easement to occupy and use, subject to all of the terms and conditions hereof, the following described land situated in Bay County, Florida, to wit:

### "WEST TRACT"

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK'S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 286.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 34.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 24.67 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 24.67 FEET TO THE POINT OF BEGINNING.  
CONTAINING 838.72 SQUARE FEET.

The premises may be occupied and used by City solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the Grantor's property with the highway improvements which are to be constructed together with incidental purposes related hereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of (month and year the construction is anticipated to be completed) (the "Temporary Construction Easement").

The Temporary Construction Easement may be used by the City, its employees, agents, licensees, invitees, contractors and subcontractors in connection with the construction of the Front Beach Road Segment 4.1 Improvement Project. However, in no event, shall the City, its employees, agents, licensees, invitees, contractors and subcontractors utilize the Temporary Construction Easement for the storage of construction materials, vehicles, supplies, tools and equipment; the erection of temporary construction buildings, storage sheds and shelters; or erection of barriers and security fences or walls.

# **REGULAR AGENDA**

## **ITEM #4**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
Parks and Recreation

2. MEETING DATE:  
December 10, 2020

3. REQUESTED MOTION/ACTION:  
Staff recommends that the council authorize the City to contract with Southeastern Turf in the amount of \$193,986.80 for the purchase of turf chemicals.

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

<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 type="checkbox"/> Transportation	<input type="checkbox"/> Attractive Community	

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

On November 2, 2020 the Parks and Recreation Department received one sealed bid for "Turf Chemicals." The only responsive bid was from Southeastern Turf in the amount of \$193,986.80.

Multiple chemicals were included in the bid:

260 Gallons JAD Global Invigorate Soil Conditioner	\$32,370.00
16,000 lbs fertilizer 39-0-0	\$10,672.00
16,000 lbs Timac NutriRhize 0-0-35	\$17,369.60
42,000 lbs fertilizer 20-0-20	\$14,683.20
1680 ounces Rhizosphere Solutions Therapy NP	\$58,380.00
1240 ounces Rhizosphere Solutions Therapy SP	\$31,930.00
1240 ounces Rhizosphere Solutions Therapy GP	\$28,582.00
Total bid:	\$193,986.80

This purchase was planned for in the adopted 2020-2021 budget.

Staff recommends approval.

(Resolution 21-51)



**RESOLUTION 21-51**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN TURF GRASS SUPPLY, INC. FOR THE PURCHASE OF TURF CHEMICALS IN THE TOTAL AMOUNT OF \$193,986.80.**

**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 Southeastern Turf Grass Supply, Inc., relating to the purchase of turf chemicals for the Parks and Recreation Department, in the total amount of One Hundred Ninety Three Thousand, Nine Hundred Eighty Six Dollars and Eighty Cents (\$193,986.80), 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



College of Agricultural and Life Sciences  
Department of Entomology and Nematology

Charles Steinmetz Hall  
1881 Natural Area Drive  
PO Box 110620  
Gainesville, FL 32611-0620  
352-273-3901  
352-392-0190 Fax

11/30/2020

Mr. Tony O'Rourke  
City Manager, Panama City Beach;

Mr. O'Rourke, I am writing this letter to address the use of Rhizosphere microbial products on the Panama City Beach athletic fields. I am a turfgrass nematode expert, and am confining my comments specifically to nematodes and not to any other effects the Rhizosphere products may or may not have. I will start out by stating that I am unaware of any research conducted specifically to determine the impacts of Rhizosphere products on turfgrass nematodes. I have worked with similar kinds of products many times in the past, but not these.

While there are specific types of soil microbes that can suppress activity of plant-parasitic nematodes, in none of my research have applications of general microbial blends such as those in the Rhizosphere products had measurable impacts on turf-parasitic nematodes. However, in some, but by no means all, of my trials we have had measurable improvement in turf and turf root health. When these positive turf responses have occurred the mechanism is unknown, but I do not believe it is direct effects on nematodes.

I looking over the nematode assays from city athletic fields in Panama City Beach over the past three years, I can say that some of them have high enough numbers of sting or root-knot nematodes to put the turf at high risk of damage occurring. In speaking with Joe Creeden and Jim Ponek, they feel that the turf performance in all of these fields is currently acceptable in spite of these nematode populations. Whether or not this is due to the use of the Rhizosphere products is unknown, but it is a possibility.

To manage these nematodes with commercial nematicides would be much more expensive than the continued use of the Rhizosphere products. While the actual benefits from use of the microbial is uncertain, they might be helpful and their relative cost compared to use of nematicides is much less. As long as turf performance continues to be acceptable I see no reason to change what they are currently doing. However, if at some point nematode damage becomes evident I think that in those affected areas use of chemical nematicides would be advisable.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Crow', with a long horizontal line extending to the right.

William T. Crow  
Professor of Nematology  
Director, UF Nematode Assay Lab  
Entomology and Nematology Department

*The Foundation for The Gator Nation*

An Equal Opportunity Institution

Bidder	Address	Information	Price
Southeastern Turf Grass	6942 Phillips Parkway Dr. N Jacksonville, FL 32256	Turf chemicals	<b>Total: \$193,986.80</b>

**CITY OF  
PANAMA CITY  
BEACH  
BID  
TABULATION**

# BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: October 26, 2020.

## Turf Chemicals

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

The Bidder proposes and agrees, if this proposal is accepted, to provide the listed chemical to the City of Panama City Beach for the proposed amount, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida.

### PRODUCT BID AMOUNTS:

260 Gallons JAD Global Invigorate Soil Conditioner	\$ <u>32,370.00</u>
16,000 lbs fertilizer 39-0-0	\$ <u>10,672.00</u>
16,000 lbs Timac NutriRhize 0-0-35	\$ <u>17,369.60</u>
42,000 lbs fertilizer 20-0-20	\$ <u>14,663.20</u> <small>Contains Duration 90 Day Control Release Nitrogen</small>
1680 ounces Rhizosphere Solutions Therapy NP	\$ <u>58,380.00</u>
1240 ounces Rhizosphere Solutions Therapy SP	\$ <u>31,930.00</u>
1240 ounces Rhizosphere Solutions Therapy GP	\$ <u>28,582.00</u>

BY: Jonathan Wicker TITLE: President  
ADDRESS: 6942 Phillips Parkway Dr. N CITY: Jacksonville STATE: FL ZIP: 32256  
EMAIL ADDRESS: acarlton10@icloud.com  
PHONE: 904-260-8565

  
SIGNATURE - (Confirming all information above is correct)

# **REGULAR AGENDA**

## **ITEM #5**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
Building and Planning Department / Mel Leonard

2. MEETING DATE:  
December 10, 2020

3. REQUESTED MOTION/ACTION:  
It is requested that the City Council approve the purchase of (1) 2021 Chevy Colorado for the Building and Planning Department in the amount of \$28,540.80 and the Budget Amendment #16.

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 Building and Planning Department is requesting approval to purchase the above referenced vehicle to replace a 2018 Dodge Ram 1500 deemed a total loss by the City's insurance company. The Department has identified a replacement vehicle competitively bid, procured through the Florida Sheriff's Association. Pursuant to the City's charter, this contract meets the City's standards for piggy backing.

If approved the City will purchase (1) 2021 Chevy Colorado Extended Cab WT 4x4 for a total amount of \$28,540.80 from Duval Chevrolet. The budget amendment is attached.

(Resolution 21-64)

**RESOLUTION 21-64**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH DUVAL CHEVROLET FOR THE PURCHASE OF A 2021 CHEVY COLORADO TRUCK IN THE BASIC AMOUNT OF \$28,540.80 FOR THE BUILDING DEPARTMENT; AND AUTHORIZING A BUDGET AMENDMENT.**

**BE IT RESOLVED** that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Duval Chevrolet, relating to the purchase of a 2021 Chevy Colorado truck for the Building and Planning Department, in the basic amount of Twenty Eight Thousand, Five Hundred Forty Dollars and Eighty Cents (\$28,540.80), in substantially the form attached and incorporated as Exhibit A and presented to the Council today, draft dated November 17, 2020, as shown with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The following budget amendment #16 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.

**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



Duval Chevrolet  
 5203 Waterside Drive  
 Jacksonville, FL 32210

**Quote #317**  
 11/17/2020

<b>Salesperson:</b>	Mike Dungey
<b>Phone:</b>	(904) 588-5015
<b>Email:</b>	mike.dungey@duvalfleet.com

<b>Contact:</b>	James Tindle
<b>Phone:</b>	
<b>Email:</b>	jtindle@pcbgov.com

<b>Billing Address</b>	
City of Panama City Beach	
<b>Terms:</b>	

<b>Shipping Address</b>	
City of Panama City Beach	
<b>Contract:</b>	FSA20-VEL28.0

\$/hr	180-12M53	COLORADO EXTENDED CAB WT 4X4			\$23,748.00
Labor	Code	Item	Qty	Unit Price	Total Price
	180-GAZ	Summit White	1	\$0.00	\$0.00
	180-H2Q	Jet Black/Dark Ash, Vinyl seat trim and Black Vinyl flooring	1	\$0.00	\$0.00
	180-AR7	Seats, front bucket (STD)	1	\$0.00	\$0.00
	180-IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo Additional features for compatible phones include Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)	1	\$0.00	\$0.00
	180-G80	Differential, automatic locking rear (Available with (LCV) 2.5L I4 engine. Requires (Z82) Trailing Package when (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine is ordered. Standard on Crew Cab Long Bed models.)	1	\$0.00	\$0.00
	180-Z82	Trailing Package, heavy-duty includes trailer hitch and 7-pin connector (Requires (G80) automatic locking rear differential and (LGZ) 3.6L DI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine. Standard on Crew Cab Long Box models.)	1	\$220.00	\$220.00
	180-CGN	Bedliner, spray-on, Black with Chevrolet logo (Not available with (PCR) Bed Guard Package, LPO, (PCU) Premium Protection Package, LPO, (5VQ) Bedliner with Integral Storage Compartments, LPO, (VBR) rubber bed mat, LPO, (VUK) tailgate liner, LPO or any Ship Thru code other than (VWY).)	1	\$418.00	\$418.00
	180-4WT	Work Truck Preferred Equipment Group includes standard equipment Power Windows & Power Door Locks	1	\$0.00	\$0.00
	180-LGZ	Engine, 3.6L DI DOHC V6 VVT (308 hp [230.0 kW] @ 6800 rpm, 275 lb-ft of torque [373 N-m] @ 4000 rpm) (Standard on Crew Cab models.)	1	\$1,306.80	\$1,306.80

# Quote

Date	Quote #
11/17/2020	317

Item Code	Description	Quantity	Unit Price	Total Price
180-M5T	Transmission, 8-speed automatic (Included and only available with (LGZ) 3.6L DI DOHC V6 engine.)	1	\$0.00	\$0.00
180-ATG	Remote Keyless Entry	1	\$0.00	\$0.00
180-154-5-01	Black Aluminum Crossbed Toolbox by Weather Guard	1	\$967.00	\$967.00
180-LED PKG 1	4 Corner Flashing System (2 Surface Mounted In Grille , 2 In Tail Lights) (Specify color at time of order) MCRNS*, MCRNB1, VTX609*	1	\$675.00	\$675.00
180-LAPTOP	LapTop Stand Passenger side mounted and universal Cradle	1	\$755.00	\$755.00
180-TH500	500 Watt Inverter with Dash Switch	1	\$396.00	\$396.00
180-TMP	30 Day Florida Temporary Tag Requires (TTO) Tag/Title Option	1	\$7.00	\$7.00
180-TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense	1	\$48.00	\$48.00

We appreciate your interest and the opportunity to quote. If you have any questions regarding this quote please call! Note: Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

<b>Labor Total:</b>	
<b>Unit Total:</b>	\$28,540.80
<b>Quantity:</b>	1
<b>Grand Total:</b>	\$28,540.80

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
Contract Terms and Conditions

### 3.0 CONTRACT CONDITIONS

#### 3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

#### 3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

#### 3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to [CPPO@sheriffs.org](mailto:CPPO@sheriffs.org).

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

#### 3.04 OPTION TO RENEW & PRICE ADJUSTMENT

##### Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

##### Price Adjustment

On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

### 3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

### 3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

### 3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**3.08 PRODUCTION CUTOFF**

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

**3.09 FACILITIES**

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

**3.10 SUBSTITUTIONS**

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

**3.11 POLICE RATED VEHICLES & MOTORCYCLES**

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and  
Budget Police Vehicle Evaluation Program

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

[https://www.michigan.gov/documents/mssp/2019MYPoliceVehicleEvaluationTestBook639203\\_7.pdf](https://www.michigan.gov/documents/mssp/2019MYPoliceVehicleEvaluationTestBook639203_7.pdf)

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program  
Vehicles:

<https://www.lasd.org/pdfs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

[https://www.lasd.org/pdf/2017\\_MotorcycleTestBooklet12192017.pdf](https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf)

### 3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

### 3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

### 3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

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**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

**3.15 VENDOR INSTALLED OPTIONS**

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

**3.16 NON-SCHEDULED OPTIONS**

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

**3.17 FORCE MAJEURE**

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

**3.18 DELIVERY TIME**

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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**Contract Terms and Conditions**

**3.19 ORDER**

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to [coop@flsheriffs.org](mailto:coop@flsheriffs.org).

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

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**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

**3.20 VEHICLE AND EQUIPMENT DELIVERY**

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

### 3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

### 3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

### 3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

### 3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

### 3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

**3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS**

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to [COOP@flsheriffs.org](mailto:COOP@flsheriffs.org).

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to [REPORTS@flsheriffs.org](mailto:REPORTS@flsheriffs.org).

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

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**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15<sup>th</sup> day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

### 3.27 ADMINISTRATIVE FEE

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association  
Cooperative Purchasing Program  
2617 Mahan Drive  
Tallahassee, FL 32308

### 3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16<sup>th</sup> day following the end of the quarter.

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

**Schedule of Liquidated Damages**

Failure to submit quarterly report and/or administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

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

No. BA # 16

FUND	GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-0000-364.10-00	Proceeds from Dispositions	0.00	(30,233.00)	(30,233.00)
TO	001-2400-524.64-20	Machinery and Equipment	60,000.00	28,600.00	88,600.00
TO	001-2400-524.34-10	Other Contractual Services	482,000.00	1,633.00	483,633.00
		Check Adjustment Totals:	542,000.00	0.00	542,000.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To reflect insurance proceeds for a 2018 Dodge Ram 1500 deemed a total loss by the City's insurance company  
and to appropriate the insurance proceeds for the purchase of a new truck and additional contractual services

**ROUTING FOR APPROVAL**

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE

\_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE

\_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

EXHIBIT B

# **REGULAR AGENDA**

## **ITEM #6**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Panama City Beach Police Department / Chief Drew Whitman

**2. MEETING DATE:**

December 10, 2020

**3. REQUESTED MOTION/ACTION:**

Budget Amendment for FDLE, DOJ, Edward Byrne Memorial Justice Assistance Grant - (JAGD), Grant Title: PCBPD TACTICAL RESPONSE EQUIPMENT; Grant #2021-JAGD-BAY-1-4R-002

**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?**

The Police Department was approved by the Florida Department of Law Enforcement and the Department of Justice, Edward Byrne Memorial Justice Assistance Grant for a Direct (JAGD), Grant for reimbursement (Title: PCBPD TACTICAL RESPONSE EQUIPMENT; Grant #2021-JAGD-BAY-1-4R-002). This grant is for the purchase of (4) four Tactical Entry Vests, valued at \$7,860.00, and (1) one AR Type Suppressor valued at \$578.00, totaling \$8,438.00. This grant covers the purchase and all other expenses.

The entry vests are a crucial part of our tactical operations and will provide a higher level of protection and confidence for our Team. Funds from this grant would make it possible to outfit our team members with proper protection. The equipment is designed to enhance public safety by providing the team with a higher level of protection when responding to dangerous situations.

Also, this grant will provide our Team with added hearing protection with a noise reducing suppressor for a .223/5.56 rifle.

This grant covers 100% of the project cost, totaling \$8,438.00.

(Resolution 21-65)

**RESOLUTION 21-65**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT TO REFLECT THE RECEIPT OF \$8,438 FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT.**

WHEREAS, on October 16, 2020, the City was awarded an Edward Byrne Memorial Justice Assistance Grant in the amount of \$8,438.00 for the project entitled PCBCPD TACTICAL RESPONSE EQUIPMENT; and

WHEREAS, the City's police department would like to use this grant money to purchase four Tactical Entry Vests and one AR Type Suppressor, which purchases are within the City Manager's purchasing authority; and

WHEREAS, neither the receipt of the grant nor the purchase of the tactical equipment were anticipated when the budget was prepared, such that this revenue and these expenses were not included in the budget for FY 2020-20201; and

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

**NOW THEREFORE BE IT RESOLVED** that the following budget amendment #12 is adopted 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, for the purposes stated herein.

**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

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

**CERTIFICATE OF SUBAWARD**

Subrecipient: City of Panama City Beach

Subrecipient DUNS: 018095984

Date of Award: 10/16/2020

Grant Period: From: 10/01/2020 TO: 09/30/2021

Project Title: PCBPD TACTICAL RESPONSE EQUIPMENT

Subgrant Number: 2021-JAGD-BAY-1-4R-002

Federal Funds: \$8,438.00

Matching Funds: \$0.00

Total Project Cost: \$8,438.00

CFDA Number: 16.738

Federal Award Number: 2019 MU BX 0036

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research and Development: No

Indirect Cost: No

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A subaward agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Panama City Beach (herein referred to as "Subrecipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Subrecipient in accordance with the terms and conditions set forth in the subgrant agreement, and

WHEREAS, the Department has available funds resulting from a federal Edward R. Byrne Memorial Justice Assistance Grant award issued under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and

WHEREAS, the Subrecipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Subrecipient has provided an executed agreement to the Department.

NOW THEREFORE, in consideration of the foregoing:

A subaward is hereby made to the Subrecipient identified above. The subaward is for the amount and time period specified above.

This award is a cost-reimbursement agreement. Requests for reimbursement must be submitted on either a monthly or quarterly basis, as designated in the Financial Section of the agreement. The Subrecipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Supporting documentation includes, but is not limited to: timesheets, activity reports, paystubs, third-party contracts, quotes, procurement documents, equipment inventory records,

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

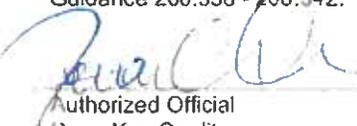
**CERTIFICATE OF SUBAWARD(CONTINUED)**

purchase orders, original receipts, invoices, canceled checks or EFT records, or bank statements, as applicable. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and requested supporting documentation.

The Subrecipient must provide Performance Reports on either a monthly or quarterly basis, as designated in the Performance Section of the agreement, to the Department attesting to the progress toward deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due no later than 15 days after the end of each reporting period.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, and/or the Office of Management and Budget (OMB) Uniform Grant Requirements (2 C.F.R. Part 200), in their entirety. It is also subject to the standard and special conditions attached and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government.

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

  
\_\_\_\_\_  
Authorized Official  
Rona Kay Cradit  
Bureau Chief

11/8/2020  
\_\_\_\_\_  
Date

This award is subject to the special conditions (if any) prescribed below.

Ref# S43499: 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# S43982: 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. The conflict of interest standards include disciplinary actions for violations? 200.318(c), the procurement policy have provisions for avoiding acquisition of unnecessary or duplicative items 200.318(d), the procurement policy include provisions regarding procuring or only awarding contracts to responsible contractors/vendors, (i.e. suspension and debarment) 200.318(h), the procurement policy must have a threshold for competitive proposals? 200.320 (d). 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# S43984: Pursuant to the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.306(b) the Subrecipient's accounting system must have the capability to record, track, and document cost share or match for each grant.

Ref# S43985: Pursuant to the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.303(a) the Subrecipient must ensure the duties of the person responsible for maintaining financial records are separated from any cash-related functions.

Pursuant to the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.303(a) the Subrecipient must ensure personnel who perform disbursement functions are prohibited from purchasing, receiving, and inventorying items.

Pursuant to the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.303(a) the Subrecipient must ensure the signing of disbursement of checks is limited to individuals who are authorized to make disbursements and whose duties do not include approving vouchers for payment.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of Panama City Beach

Subgrant Number: 2021-JAGD-BAY-1-4R-002

Project Title: PCBDP TACTICAL RESPONSE EQUIPMENT

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.

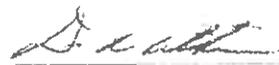
City of Panama City Beach  
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

  
Signature

10/27/2020  
Date

Mark Sheldon City Mayor / Panama City Beach, Florida  
Printed Name and Title

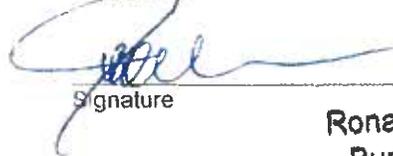
Panama City Beach Police Department  
Authorizing Official (Official, Administrator, or Designated Representative)

  
Signature

10/27/2020  
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

11/9/2020  
Date

Rona Kay Credit  
Bureau Chief

Printed Name and Title

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

No. BA # 12

FUND	GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-0000-331.20-33	Federal Grants Edward Byrne JAG Tactical Response	0.00	(8,438.00)	(8,438.00)
TO	001-2101-521.60-15	Capital Outlay < \$5,000 Grant	0.00	8,438.00	8,438.00
		Check Adjustment Totals:	0.00	0.00	0.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To approve the award of Edward Byrne Memorial JAG program Grant # 2021-JAGD-BAY-1-4R-002 in the amount of \$8,438.00 and to appropriate the grant funds for the purchase of the equipment contemplated in the grant.

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ROUTING FOR APPROVAL

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE

\_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

Exhibit A

# **REGULAR AGENDA**

## **ITEM #7**



# City of Panama City Beach

December 10, 2020

To: Mayor and City Council

From: City Manager Tony O'Rourke

A handwritten signature in black ink, appearing to read "Tony O'Rourke", is written over the printed name.

Re: 5-year Financial Forecast

Attached for the City Council's review and revision is the proposed 5-Year Financial Forecast. Since reviewing the forecast with individual Council members, we revised the Business Tax forecast, and adjusted the forecast for FY 2022, FY 2023, FY 2024, and FY 2025 based on the reality that the FY 2021 adopted revenue budget of \$11,000,000 was excessively conservative. Rather than adjust that adopted baseline, we increased the FY 2022 Business Tax forecast to better reflect our new expected 2021 Business Tax of \$12.6 million, thereby increasing total Business Tax revenue between FY 2022-FY 2025 by \$2.7 million. This effectively eliminates the original 5-year FY 2025 budget shortfall from \$2.7 million to \$5,000.

Other forecast adjustments include adopting a 3% annual index increase to grants and contributions to the Boys & Girls Club, Senior Center and SeeLife Project.

# City of Panama City Beach



December 10, 2020

TO: Mayor and City Council

FROM: Tony O'Rourke, City Manager

RE: Five-Year Financial Forecast (FY 2021 – FY 2025)

I am pleased to submit for City Council review and consideration the following Five-Year Financial Forecast that is responsive to the City Council's Strategic Plan and the service and capital needs of the community. This is the next step in planning the City's future financial strategy and a key tool in ensuring long-term fiscal sustainability. This Five-Year Financial Forecast allows the City to look into the future to meet our financial challenges by developing long-term solutions rather than short-term fixes.

By providing a forecast of revenues and expenditures over a five-year period (FY 2021 – FY 2025), the Five-Year Financial Forecast will assist the City Council in meeting the following key goals:

- Ensuring a financially sustainable future
- Preservation of the City's core services
- Investing in the City's infrastructure
- Addressing Strategic Plan priorities

The Five-Year Financial Forecast is designed to focus on the City's General Fund given that it is core to the City's ability to provide essential services and capital improvements. The Utility Department's annual Rate Sufficiency Review serves as the five-year forecast for the Utility Fund, and the balance of the City's other funds will be addressed over the next several months. As time goes on, this plan will be monitored, as economic/business conditions will likely be different from preliminary estimates. Any significant changes in assumptions or additional budget amendments will require future modifications to the forecast. The FY 2021 budget numbers in this document include all amendments as of December 9, 2020.

Our current economic outlook is uncertain. The strength and speed of our economic recovery is very dependent on the path of the coronavirus, and the speed in vaccinating a very significant portion of the population. Given this uncertainty, a range of growth scenarios from conservative to aggressive were considered. While the focus and baseline assumption of this memo is the moderate revenues growth scenario, a forecast under a conservative growth scenario and an aggressive growth scenario can be found in Appendix II and III, respectively.

I would like to acknowledge and express appreciation to the City Leadership Team for their realistic long-term budget requests and recognize Holly White and Joey St. Germain for their significant contribution in preparing this Five-Year Financial Forecast.

**Five-Year Financial Forecast in Brief**

This Five-Year Financial Forecast in Brief provides the City Council a high-level overview of the proposed Five-Year Financial Forecast and highlights the need for very little action in order to maintain unassigned General Fund reserves of at least 25% of recurring expenditures, as required by the City Council's Financial Management Policy.

General Fund	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Revenues	\$ 37,483,266	\$ 35,724,000	\$ 39,526,000	\$ 36,666,000	\$ 38,079,000
Expenditures	39,484,331	35,821,690	47,976,890	34,971,690	39,144,630
Transfers Out (net)	306,831	250,000	250,000	250,000	250,000
<b>Budget Gap</b>	<b>\$ (2,307,896)</b>	<b>\$ (347,690)</b>	<b>\$ (8,700,890)</b>	<b>\$ 1,444,310</b>	<b>\$ (1,315,630)</b>
<b>Recovery Plan Element</b>					
Use of Reserves <sup>(1)</sup>	\$ 2,307,896	\$ 347,690	\$ 8,700,890	-	\$ 1,310,447
Expenditures Reduction Required	-	-	-	-	5,183
<b>Net Budget</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

(1) Reserve details can be found in Appendix I

**Five-Year Financial Forecast Reserves in Brief**

*FY 2022*

- Using \$3 million in reserves capital expenditures for the IT & accounting system upgrade, 800 MHz radio system, East-end police sub station LMS match, and Frank Brown Park improvements
- Using \$0.3 million in assigned reserves for road maintenance and compensated absences
- Increasing restricted reserves by \$0.5 million for impact fee revenues in excess of expenditures
- Increasing unassigned reserves by \$2.5 million

*FY 2023*

- Using \$3.7 million in reserves capital expenditures for the new Frank Brown Park community center LMS match, Frank Brown Park improvements, and a new fire engine
- Using \$1 million in reserves renewal and replacement for a portion of the \$5.0 million replacement of Fire Station #31
- Using \$0.3 million in assigned reserves for road maintenance and compensated absences
- Using \$0.7 million in restricted reserves from impact fees for a portion of the new Frank Brown Park community center
- Using \$3 million in unassigned reserves for a portion of the \$5.0 replacement of Fire Station #31

*FY 2024*

- Using \$0.3 million in assigned reserves for road maintenance and compensated absences
- Increasing reserves capital expenditures by \$0.2 million for future fire apparatus replacements
- Increasing restricted reserves by \$1.0 million for impact fee revenues in excess of expenditures
- Increasing unassigned reserves by \$0.5 million

*FY 2025*

- Using \$0.3 million in assigned reserves for road maintenance and compensated absences
- Increasing reserves capital expenditures by \$0.2 million for future fire apparatus replacements
- Increasing restricted reserves by \$1.0 million for impact fee revenues in excess of expenditures
- Using \$2.2 million in unassigned reserves for a portion of the \$2.8 million replacement of Fire Station #32

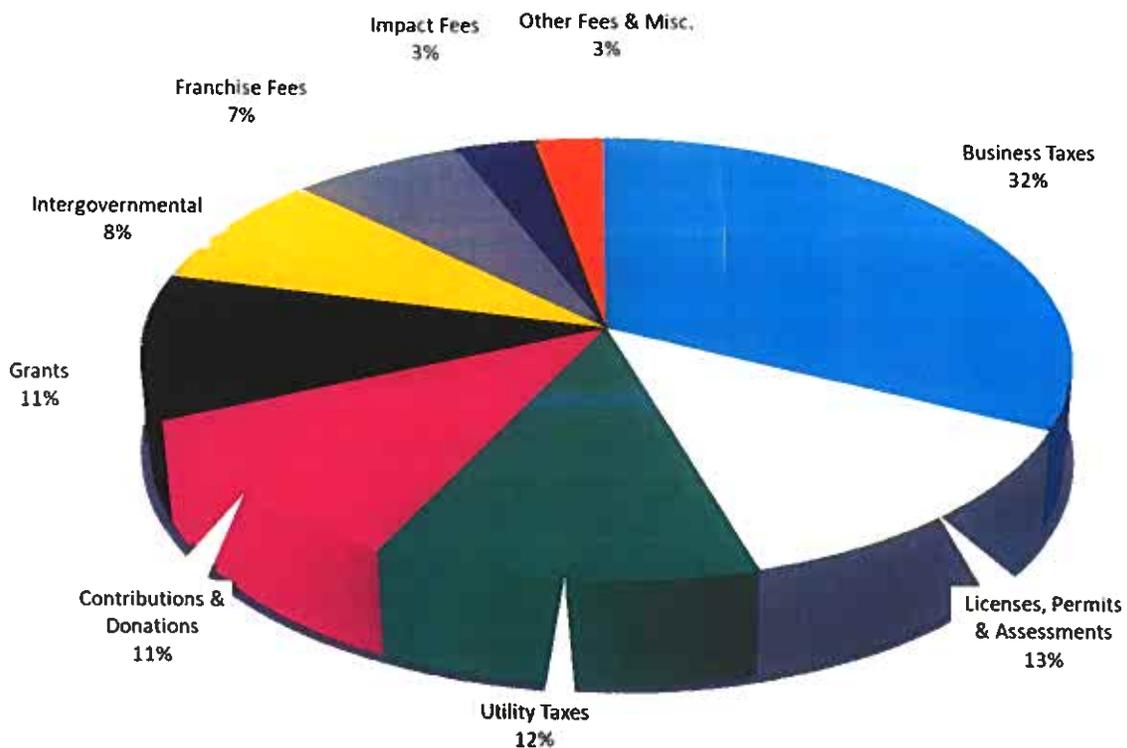
## General Fund Revenue

The General Fund revenue forecast represents an analysis of the economic factors driving the City's revenue base and specific revenue sources available to the City. The City's core General Fund revenues are increasingly affected by the economy. The five-year revenues forecast reflects various assumptions about the future economic environment. Given the public health and economic impact of COVID-19, our economic outlook is uncertain. Given this uncertainty, a range of growth scenarios from conservative to aggressive were considered. The Five-Year Financial Forecast will focus on the moderate revenues growth scenario. A forecast under a conservative growth scenario and aggressive growth scenario can be found in Appendix II and III, respectively.

Key features of the five-year revenues forecast:

- Moderate revenues growth assumptions in FY 2022 – FY 2025. Due to a very conservative FY 2021 revenues budget, FY 2022 – FY 2025 revenues are driven off the actual FY 2020 revenues.
- This forecast also does not contemplate any potential new revenue streams from land rentals at Frank Brown Park or the Pier because the timing and amount is not known at this time.

The following chart depicts the adopted FY 2021 General Fund revenues budget in generalized categories:



See Appendix IV for FY 2022 – FY 2025 charts.

The following table summarizes the General Fund revenues forecast under a moderate growth scenario.

Revenues	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Business Taxes	\$11,000,000	\$13,205,000	\$13,865,000	\$14,558,000	\$15,286,000
Business Taxes - Pier Park	1,031,000	570,000	1,597,000	1,694,000	1,800,000
Utility Taxes	4,410,000	4,702,000	4,834,000	4,969,000	5,108,000
Franchise Fees	2,590,000	2,860,000	2,945,000	3,032,000	3,122,000
Intergovernmental	3,164,163	3,642,000	3,773,000	3,909,000	4,051,000
Impact Fees	1,177,000	1,177,000	1,177,000	1,177,000	1,177,000
Licenses, Permits & Assessments	4,987,100	5,120,000	5,257,000	5,398,000	5,543,000
Fines and Forfeitures	95,000	95,000	95,000	95,000	95,000
Contributions and Donations	4,103,760	604,000	604,000	604,000	604,000
Grants	3,970,148	2,569,000	4,154,000	-	-
Rents	90,500	174,000	194,000	217,000	245,000
Other Fees and Miscellaneous	710,595	845,000	874,000	907,000	938,000
Interest	154,000	136,000	132,000	81,000	85,000
Proceeds from Sales	-	25,000	25,000	25,000	25,000
<b>Total Revenues</b>	<b>\$37,483,266</b>	<b>\$35,724,000</b>	<b>\$39,526,000</b>	<b>\$36,666,000</b>	<b>\$38,079,000</b>
	13%	-5%	11%	-7%	4%

Growth	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Business Taxes	-8%	20%	5%	5%	5%
Business Taxes - Pier Park	451%	-45%	180%	6%	6%
Utility Taxes	-4%	7%	3%	3%	3%
Franchise Fees	-7%	10%	3%	3%	3%
Intergovernmental	-9%	15%	4%	4%	4%
Impact Fees	-37%	0%	0%	0%	0%
Licenses, Permits & Assessments	1%	3%	3%	3%	3%
Fines and Forfeitures	-28%	0%	0%	0%	0%
Contributions and Donations	1057%	-85%	0%	0%	0%
Grants	174%	-35%	62%	-100%	-
Rents	-33%	92%	11%	12%	13%
Other Fees and Miscellaneous	-22%	19%	3%	4%	3%
Interest	-36%	-12%	-3%	-39%	5%
Proceeds from Sales	-100%	-	0%	0%	0%
<b>Total Revenues</b>	<b>13%</b>	<b>-5%</b>	<b>11%</b>	<b>-7%</b>	<b>4%</b>

## Business Taxes

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Business Taxes	\$ 9,738,205	\$10,161,673	\$10,791,667	\$11,613,088	\$13,644,499	\$11,977,701
Growth	-	4%	6%	8%	17%	-12%

Business tax receipts are the City's largest revenue source, representing 29% of the FY 2021 General Fund revenues budget. Revenues are generated from any business establishment based on gross sales. Prior to FY 2020, annual growth has ranged from 4% to 17%.

### Projections and Assumptions

	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Business Taxes	\$ 11,977,701	\$11,000,000	\$13,205,000	\$13,865,000	\$14,558,000	\$15,286,000
Growth Forecast	-12%	-8%	20%	5%	5%	5%

The FY 2021 budget was completed before the end of FY 2020. At that time, we conservatively projected FY 2020 business tax receipts to be \$11 million and FY 2021 to have 0% growth and remain at \$11 million. Actual FY 2020 business tax receipts came in at nearly \$12 million. In this moderate growth scenario, we are projecting a 5% annual increase over the FY 2020 business tax receipts.

## Business Taxes – Pier Park

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Business Taxes - Pier Park	\$ 424,471	\$ 369,529	\$ 406,714	\$ 411,537	\$ 489,294	\$ 187,069
Growth	-	-13%	10%	1%	19%	-62%

Pier Park business tax receipts represent 3% of the FY 2021 General Fund revenues budget.

### Projections and Assumptions

	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Business Taxes - Pier Park	\$ 187,069	\$ 1,031,000	\$ 570,000	\$ 1,597,000	\$ 1,694,000	\$ 1,800,000
Growth Forecast	-62%	451%	-45%	180%	6%	6%

The extreme fluctuations in FY 2020 - FY 2022 are the result of a timing issue in which a large portion of the FY 2020 business tax will be received in FY 2021. Had this timing issue not occurred, we would have expected the following:

	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Business Taxes - Pier Park	\$ 498,000	\$ 533,000	\$ 570,000	\$ 1,597,000	\$ 1,694,000	\$ 1,800,000
Growth Forecast	-	7%	7%	180%	6%	6%

The Public Improvement Partnership Agreement (PIPA) provides for the sharing of business tax receipts collected within the Pier Park Redevelopment Area. The methodology for the sharing is defined in the PIPA. Due to a methodology change scheduled in FY 2023, the City's share is scheduled to increase.

## Utility Taxes

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Utility Taxes	\$ 4,200,437	\$ 4,349,185	\$ 4,349,773	\$ 4,499,061	\$ 4,517,768	\$ 4,589,175
Growth	-	4%	0%	3%	0%	2%

Utility taxes represent 12% of the FY 2021 General Fund revenues budget. Revenues are generated from electricity, natural gas, and communication services operated by third-party providers within the City. Revenues vary according to weather conditions, consumer behavior, and utility rates. Over the most recent five years, annual growth rates have ranged from 0% to 4%.

### Projections and Assumptions

	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Utility Taxes	\$ 4,589,175	\$ 4,410,000	\$ 4,702,000	\$ 4,834,000	\$ 4,969,000	\$ 5,108,000
Growth Forecast	2%	-4%	7%	3%	3%	3%

The FY 2021 budget was completed before the end of FY 2020. At that time, we conservatively projected the FY 2020 utility taxes to be \$4.4 million and FY 2021 to have 0% growth and remain at \$4.4 million. Actual FY 2020 utility taxes came in at \$4.6 million. In this moderate growth scenario, we are projecting a 3% annual increase over the FY 2020 utility taxes.

## Franchise Fees

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Franchise Fees	\$ 2,770,740	\$ 2,891,893	\$ 2,674,899	\$ 2,772,168	\$ 2,746,673	\$ 2,779,206
Growth	-	4%	-8%	4%	-1%	1%

Franchise fees represent 7% of the FY 2021 General Fund revenues budget. Revenues are generated from franchise rights granted to third-party providers for the privilege of construction upon and operating within the right of ways owned by the City. The fee is a percentage of the third-party provider's gross revenues.

### Projections and Assumptions

	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Franchise Fees	\$ 2,779,206	\$ 2,590,000	\$ 2,860,000	\$ 2,945,000	\$ 3,032,000	\$ 3,122,000
Growth Forecast	1%	-7%	10%	3%	3%	3%

The FY 2021 budget was completed before the end of FY 2020. At that time, we conservatively projected the FY 2020 franchise fees to be \$2.6 million and FY 2021 to have 0% growth and remain at \$2.6 million. Actual FY 2020 franchise fees came in at \$2.8 million. In this moderate growth scenario, we are projecting a 3% annual increase over the FY 2020 franchise fees.

## Intergovernmental

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Intergovernmental	\$ 1,829,312	\$ 1,936,597	\$ 2,831,196	\$ 3,264,938	\$ 3,563,310	\$ 3,484,004
Growth	-	6%	46%	15%	9%	-2%

Intergovernmental revenues make up 8% of the FY 2021 General Fund revenues budget. The major components of this category are revenues from the half-cent sales tax and local discretionary half-cent sales surtax. Other revenues included are local option fuel tax, state revenue sharing, State of Florida maintenance contract for streetlights and traffic signals, alcoholic beverage license, mobile home license, and fuel tax refunds.

### Projections and Assumptions

	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Intergovernmental	\$ 3,484,004	\$ 3,164,163	\$ 3,642,000	\$ 3,773,000	\$ 3,909,000	\$ 4,051,000
Growth Forecast	-2%	-9%	15%	4%	4%	4%

The FY 2021 budget was completed before the end of FY 2020. At that time, we conservatively projected FY 2020 intergovernmental revenues to be \$3.2 million and FY 2021 to have 0% growth and remain at \$3.2 million. Actual FY 2020 intergovernmental revenues came in at \$3.5 million. In this moderate growth scenario, we are projecting a 4% annual increase over the FY 2020 intergovernmental revenues.

## Impact Fees

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Impact Fees	\$ 215,855	\$ 445,973	\$ 1,145,029	\$ 644,270	\$ 1,447,639	\$ 1,881,415
Growth	-	107%	157%	-44%	125%	30%

Impact fees represent 3% of the FY 2021 General Fund revenues budget. Impact fees are charged on new development to help fund the needed expansion of offsite capital improvements and are restricted for such use. Impact fees are collected in the following four areas: police, fire, recreation, library.

### Projections and Assumptions

	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Impact Fees	\$ 1,881,415	\$ 1,177,000	\$ 1,177,000	\$ 1,177,000	\$ 1,177,000	\$ 1,177,000
Growth Forecast	30%	-37%	0%	0%	0%	0%

For purposes of the Five-Year Financial Forecast, impact fees are projected to remain flat since their use is restricted. Any increase over this could be used for qualifying capital projects.

### Licenses, Permits, and Assessments

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Licenses, Permits, and Assessments	\$ 474,419	\$ 703,629	\$ 899,768	\$ 908,513	\$ 5,023,164	\$ 4,928,747
Growth	-	48%	28%	1%	453%	-2%

Licenses, permits, and assessments represent 13% of the FY 2021 General Fund revenues budget. The major components of this category are fire rescue assessments and building permits. The City first imposed the fire rescue assessment in FY 2019.

#### Projections and Assumptions

	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Licenses, Permits & Assessments	\$ 4,928,747	\$ 4,987,100	\$ 5,120,000	\$ 5,257,000	\$ 5,398,000	\$ 5,543,000
Growth Forecast	-2%	1%	3%	3%	3%	3%

In this moderate growth scenario, licenses, permits, and assessments are projected to increase 3% annually.

### Contributions and Donations

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Contributions and Donations	\$ 365,653	\$ 242,618	\$ 380,655	\$ 521,724	\$ 553,444	\$ 354,690
Growth	-	-34%	57%	37%	6%	-36%

Contributions and donations represent 11% of the FY 2021 General Fund revenues budget. This category is primarily comprised of contributions from the TDC for the lifeguard program and public safety, CVB tournament subsidies, and a \$3.5 million contribution from Bay County for Bay Parkway in FY 2021.

#### Projections and Assumptions

Contributions and Donations	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Bay County Bay Parkway Phase II	3,500,000	-	-	-	-
TDC Public Safety	470,000	470,000	470,000	470,000	470,000
CVB Tournament Subsidies / Contribution	125,000	125,000	125,000	125,000	125,000
Grants and Donations FMIT	6,000	6,000	6,000	6,000	6,000
Third Party / Voluntary Contributions	2,760	3,000	3,000	3,000	3,000
<b>Total Contributions and Donations</b>	<b>4,103,760</b>	<b>604,000</b>	<b>604,000</b>	<b>604,000</b>	<b>604,000</b>
Growth Forecast		-85%	0%	0%	0%

Contributions from the TDC and CVB for the lifeguard program, public safety, and tournament subsidies are conservatively projected with no growth.

## Grants

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Grants	\$ 855,073	\$ 77,255	\$ 64,128	\$ 38,982	\$ 239,437	\$ 1,448,553
Growth	-	-91%	-17%	-39%	514%	505%

Grants represent 11% of the FY 2021 General Fund revenues budget and include \$2.9 million in state grant and appropriation funds for Bay Parkway Phase II, and a \$0.9 million state grant for the extension of Gayle's Trails.

### Projections and Assumptions

Grants	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Federal Grants Coronavirus ATVs	63,556	-	-	-	-
Federal Grants Edward Byrne JAG Digital F	256	-	-	-	-
Federal Grants Edward Byrne JAG UTV	19,770	-	-	-	-
Federal Grants Aggressive Driving	50,000	-	-	-	-
State Grants Public Safety FDLE FIBRS	9,995	-	-	-	-
State Grants FDOT Gayle's Trails	904,716	-	-	-	-
State Grants Bay Parkway Phase II State A	921,855	-	-	-	-
State Grants Bay Parkway Phase II CIGP	2,000,000	2,000,000	-	-	-
FEMA East End Sub Station	-	569,000	-	-	-
FEMA FBP Comm Center with Safe Room	-	-	4,154,000	-	-
<b>Total Grants</b>	<b>3,970,148</b>	<b>2,569,000</b>	<b>4,154,000</b>	<b>-</b>	<b>-</b>
Growth Forecast		-35%	62%	-100%	-

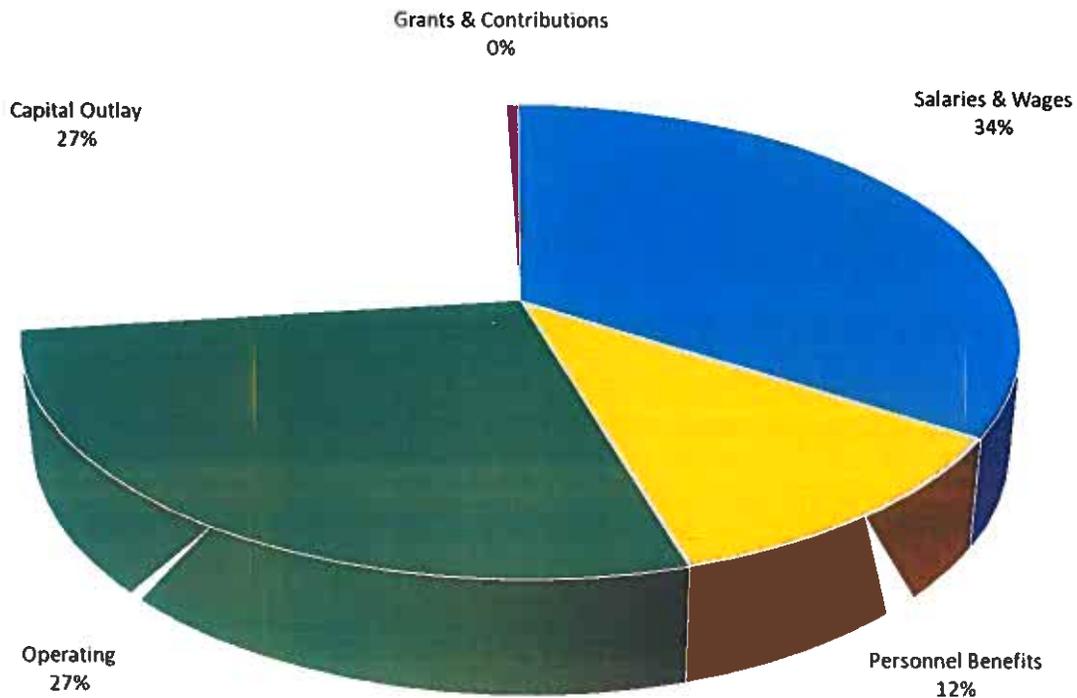
The projection for FY 2022 includes the second \$2 million CIPG grant payment for Bay Parkway, and the anticipated \$0.6 million FEMA grant for the East-end police substation safe room.

The projection for FY 2023 includes the anticipated \$4 million FEMA grant for the \$7.5 million Frank Brown Park community center with safe room.

Due to where they are in the process, we are confident that the above two FEMA grants will be received by the City. While additional grants are possible, they have not been included because the timing and amount is too uncertain at this time.

## General Fund Expenditures

The following chart depicts the adopted FY 2021 General Fund expenditures budget in generalized categories:



See Appendix V for FY 2022 – FY 2025 charts.

The following chart shows projected General Fund expenditures by major category:

Expenditures	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Salaries & Wages	\$ 11,506,077	\$ 13,423,617	\$ 14,573,940	\$ 16,004,940	\$ 16,824,640	\$ 17,769,240
Personnel Benefits	3,683,729	4,511,633	4,838,250	5,359,150	5,682,150	6,033,650
Operating	8,072,857	10,821,655	10,748,400	11,428,600	11,228,800	11,121,800
Capital Outlay	12,668,168	10,559,126	5,492,800	15,010,800	1,057,600	4,036,000
Grants & Contributions	155,529	168,300	168,300	173,400	178,500	183,940
<b>Total Expenditures</b>	<b>\$ 36,086,360</b>	<b>\$ 39,484,331</b>	<b>\$ 35,821,690</b>	<b>\$ 47,976,890</b>	<b>\$ 34,971,690</b>	<b>\$ 39,144,630</b>
	23%	9%	-9%	34%	-27%	12%

Expenditures Growth	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Salaries & Wages	3%	17%	9%	10%	5%	6%
Personnel Benefits	0%	22%	7%	11%	6%	6%
Operating	-4%	34%	-1%	6%	-2%	-1%
Capital Outlay	116%	-17%	-48%	173%	-93%	282%
Grants & Contributions	0%	8%	0%	3%	3%	3%
<b>Total Expenditures</b>	<b>23%</b>	<b>9%</b>	<b>-9%</b>	<b>34%</b>	<b>-27%</b>	<b>12%</b>

## Salaries & Wages

The largest portion of the General Fund expenditures is for salaries and wages, which reflects the service nature of local government. Salaries and wages account for 34% of the FY 2021 General Fund expenditures budget.

### Projections and Assumptions

	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Salaries & Wages	\$ 13,423,617	\$ 14,573,940	\$ 16,004,940	\$ 16,824,640	\$ 17,769,240
Growth		9%	10%	5%	6%

Salaries and wages are projected to increase for cost of living adjustments (COLA) and merit increases as follows:

	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
COLA	0%	2%	2%	2%	2%
Merit	3.5%	3%	3%	3%	3%
Total Increase	3.5%	5%	5%	5%	5%

Additionally, 31 new full-time positions, 1 new part-time position, and 3 new seasonal positions have been included:

- Administrative Department
  - 2 IT analyst (FY 2022)
  - 1 IT systems administrator (FY 2024)
  - 1 HR analyst (FY 2022)
  - 1 training specialist (FY 2023)
  - 1 staff accountant (FY 2022)
- Police Department
  - 2 sworn officers (FY 2022)
  - 2 sworn officers (FY 2023)
  - 2 sworn officers (FY 2024)
  - 2 sworn officers (FY 2025)
  - 1 part-time dispatcher (FY 2022)
  - 1 non-sworn CSI (FY 2022)
- Fire Department
  - 1 division chief of training (FY 2022)
  - 9 firefighters to staff an engine @ Station 30 (FY 2023)
  - 1 administrative secretary (FY 2025)
- Beach Safety Department
  - 1 full-time lifeguard (FY 2022)
  - 3 seasonal lifeguards (FY 2023)
- Building and Planning Department
  - 1 GIS analyst (FY 2023)

- Street Department
  - 1 street maintenance worker (FY 2023)
- Recreation Department
  - 1 recreation supervisor (FY 2022)
  - 1 park maintenance worker (FY 2022)

**Personnel Benefits**

Personnel benefits account for 12% of the FY 2021 General Fund expenditures budget and include social security, pension, medical, dental, life, and disability insurance. Current benefit costs are summarized in the following tables:

Current Rates	Annual Cost per Employee
Health Insurance	\$ 7,200
Dental Insurance	\$ 306
Life Insurance	\$ 129

Current Rates	Contribution Rate
General Employee Pension	8.0%
Police Pension	14.0%
Fire Pension	17.5%

*Projections and Assumptions*

	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Personnel Benefits	4,511,633	4,838,250	5,359,150	5,682,150	6,033,650
Growth		7%	11%	6%	6%

Personnel benefits are projected to increase as insurance costs increase and as new positions are added. The City's health insurance rates have been flat for several years, however the long-term average US healthcare inflation rate has been close to 5%. For prudence, a 5% annual growth factor has been assumed for health insurance. The City has a two-year rate lock for dental and life insurance; a 5% annual growth factor has been included thereafter. The projected annual cost per employee is summarized in the following table:

Annual Cost / Employee	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Health Insurance	\$ 7,200	\$ 7,470	\$ 7,844	\$ 8,236	\$ 8,647
Dental Insurance	\$ 306	\$ 306	\$ 317	\$ 333	\$ 350
Life Insurance	\$ 129	\$ 129	\$ 134	\$ 141	\$ 148

Growth Assumptions	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Health Insurance	0%	5%	5%	5%	5%
Dental Insurance	0%	0%	5%	5%	5%
Life Insurance	0%	0%	5%	5%	5%
Pension	0%	0%	0%	0%	0%

Pension contributions will grow as new positions are added and as salaries grow with merit and COLA increases. For purposes of the Five-Year Financial Forecast, the contribution percentage is assumed to remain constant because we cannot predict the affect of investment fluctuations which drive this contribution percentage. Changes in plan assumptions, such as vesting period or rate of return, will change this rate and require an update to the Five-Year Financial Forecast.

### Operating

Operating expenditures account for 27% of the FY 2021 General Fund expenditures budget and include both tangible goods and professional services.

#### Projections and Assumptions

	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Operating (Excluding Resurfacing)	\$ 9,321,655	\$ 9,048,400	\$ 9,498,600	\$ 9,753,800	\$ 10,121,800
Road Resurfacing	\$ 1,500,000	\$ 1,700,000	\$ 1,930,000	\$ 1,475,000	\$ 1,000,000
Total Operating	\$ 10,821,655	\$ 10,748,400	\$ 11,428,600	\$ 11,228,800	\$ 11,121,800
Growth		-1%	6%	-2%	-1%

	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Growth					
Operating (Excluding Resurfacing)		-3%	5%	3%	4%
Road Resurfacing		13%	14%	-24%	-32%
Total Operating		-1%	6%	-2%	-1%

#### Operating – Excluding Resurfacing

Operating expenditures increase with inflation and as new positions are added. A 3% annual growth factor has been included for all recurring operating expenditures for inflation. The decrease in FY 2022 is the result of the inclusion of \$0.5 million for professional services with Hagerty Consulting related to Hurricane Michael in the FY 2021 budget, which is not projected thereafter.

### Operating – Resurfacing

Resurfacing was increased to \$1.5 million in FY 2021 and FY 2022 after being put on hold in FY 2020 due to COVID-19 and will return to \$1 million per year thereafter. Additionally, the recreation department has several resurfacing projects scheduled:

Resurfacing Project	Forecast
Gayle's Trails resurfacing (FY 2023)	\$ 500,000
Lyndell & Senior Center parking lot restructure (FY 2024)	\$ 475,000
Festival road resurfacing and widening (FY 2023)	\$ 390,000
Frank Brown Park trail resurfacing (FY 2022)	\$ 200,000
Miracle League - 3 paved ADA parking spots added (FY 2023)	\$ 40,000

### Capital Outlay

	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Capital Outlay	\$ 10,559,126	\$ 5,492,800	\$ 15,010,800	\$ 1,057,600	\$ 4,036,000
Growth		-48%	173%	-93%	282%

Capital expenditures account for 27% of the FY 2021 General Fund expenditures budget. The Five-Year Financial Forecast includes the following major capital investments:

- New Community Center with safe room (FY 2023) \$7.5 million
- Fire Station #31 replacement (FY 2023) \$5.0 million
- Fire Station #32 replacement (FY 2025) \$2.8 million
- Machinery & equipment \$3.6 million
- 800 MHz radio system (FY 2022) \$2.0 million
- East end police substation (FY 2022) \$1.3 million
- Frank Brown Park improvements \$1.0 million
- IT & accounting system upgrade (FY 2022) \$1.0 million
- Engine 32 replacement (FY 2023) \$0.6 million
- New engine for Station #30 (FY 2023) \$0.6 million
- New HVAC system for the Library (FY 2023) \$0.2 million
- Impound yard improvements (FY 2022) \$0.1 million

An IT assessment study will be completed in FY 2021. The cost of a potential IT and accounting system upgrade and conversion is not yet known, and the \$1 million estimate will be updated once the IT assessment study has been completed.

The City is currently investigating the cost associated with adding EMS transportation services. The Five-Year Financial Forecast does not currently include any associated costs and will need to be updated to include this cost once this analysis is complete, should the City decide to move forward with this service.

The Parks and Recreation Department has also suggested a list of projects to be considered when funding is available.

### Grants & Contributions

Grants and contributions account for less than 1% of the FY 2021 General Fund expenditures budget and include contributions to the Boys and Girls Club, Senior Center, SeeLife Arts program, and Bay County Transportation Planning Organization (TPO). Historical contributions can be found in the following table:

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Boys and Girls Club	\$ 64,000	\$ 64,000	\$ 64,000	\$ 64,000	\$ 64,000
Senior Center	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
SeeLife Public Art	\$ -	\$ -	\$ -	\$ -	\$ -
Bay County TPO	\$ 35,338	\$ 35,338	\$ 42,775	\$ 46,529	\$ 46,529

Growth Rate	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Boys and Girls Club		0%	0%	0%	0%
Senior Center		0%	0%	0%	0%
SeeLife Public Art		-	-	-	-
Bay County TPO		0%	21%	9%	0%

### Projections and Assumptions

A 3% annual growth rate has been assumed for all grants and contributions.

The SeeLife contribution in FY 2021 includes a \$7,500 donation from the City plus a \$5,000 private donation pass-through. The City's current contribution of \$7,500 is assumed to grow at 3% annually.

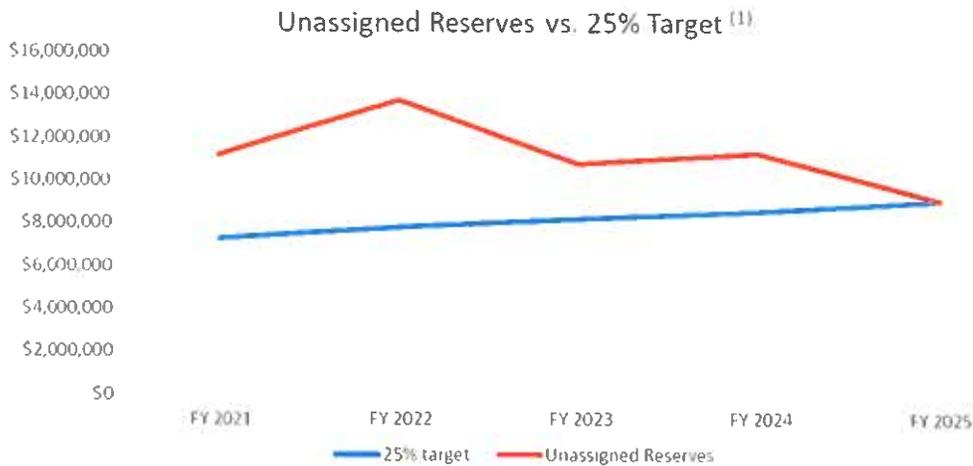
	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Boys and Girls Club	\$ 64,000	\$ 65,900	\$ 67,900	\$ 69,900	\$ 72,000
Senior Center	\$ 45,000	\$ 46,400	\$ 47,800	\$ 49,200	\$ 50,700
SeeLife Public Art	\$ 12,500	\$ 7,700	\$ 7,900	\$ 8,100	\$ 8,340
Bay County TPO	\$ 46,800	\$ 48,300	\$ 49,800	\$ 51,300	\$ 52,900

Growth Rate	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Boys and Girls Club		3%	3%	3%	3%
Senior Center		3%	3%	3%	3%
SeeLife Public Art		-38%	3%	3%	3%
Bay County TPO		3%	3%	3%	3%

Appendix I

Reserve Balance, End of Year	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Restricted Funds	\$ 3,900,605	\$ 4,335,773	\$ 3,636,306	\$ 4,664,842	\$ 5,679,378
Reserves Compensated Absences	500,000	450,000	400,000	365,000	330,000
Reserves Road Maintenance	1,000,000	750,000	500,000	250,000	-
Reserves Capital Expenditures <sup>(2)</sup>	7,200,000	4,170,000	424,000	624,000	824,000
Reserves Renewal And Replacement	1,000,000	1,000,000	-	-	-
Unassigned Reserves	11,204,490	13,751,632	10,796,209	11,296,983	9,057,000
<b>Total Reserves</b>	<b>\$ 24,805,095</b>	<b>\$ 24,457,405</b>	<b>\$ 15,756,515</b>	<b>\$ 17,200,825</b>	<b>\$ 15,890,378</b>

Unassigned Reserves vs. Target	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
25% Target Reserve <sup>(1)</sup>	7,272,000	7,801,000	8,217,000	8,584,000	9,057,000
Unassigned Reserves	11,204,490	13,751,632	10,796,209	11,296,983	9,057,000
% Recurring Expenditures	39%	44%	33%	33%	25%



(1) The City Council's Financial Management Policy is to maintain unassigned General Fund reserves of at least 25% of recurring expenditures.

(2) Reserves Capital Expenditures details:

Reserves Capital Expenditures	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
IT & accounting system upgrade (GF share)	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
800 MHz System	1,650,000	-	-	-	-
Frank Brown Park - road resurfacing	250,000	250,000	-	-	-
Frank Brown Park - various projects	1,345,000	955,000	-	-	-
Fire Apparatus	400,000	600,000	-	200,000	400,000
Sidewalks	424,000	424,000	424,000	424,000	424,000
FBP Comm Safe Room LMS Match	1,385,000	1,385,000	-	-	-
East Police Sub Station Safe Rm LMS Match	190,000	-	-	-	-
TBD	556,000	556,000	-	-	-
<b>Total Reserves Capital Expenditures</b>	<b>\$ 7,200,000</b>	<b>\$ 4,170,000</b>	<b>\$ 424,000</b>	<b>\$ 624,000</b>	<b>\$ 824,000</b>

## Appendix II

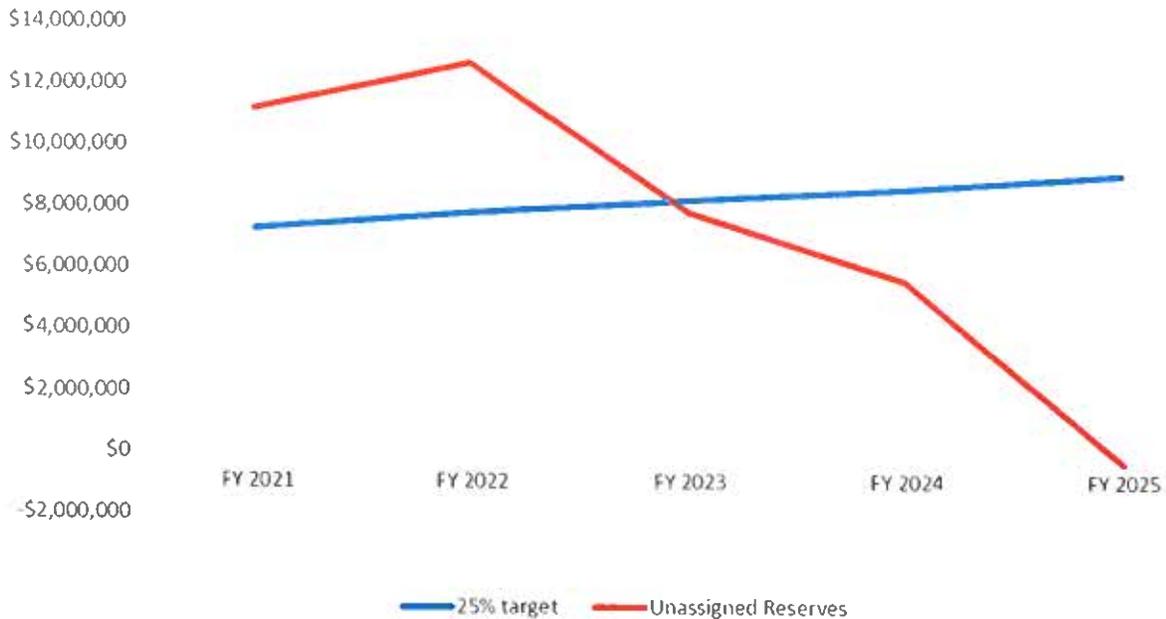
### Five-Year Financial Forecast

#### Conservative Revenues Growth Scenario

General Fund	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Revenues	\$ 37,483,266	\$ 34,670,000	\$ 37,606,000	\$ 33,891,000	\$ 34,396,000
Expenditures	39,484,331	35,821,690	47,976,890	34,971,690	39,144,630
Transfers Out (Net)	306,831	250,000	250,000	250,000	250,000
<b>Net</b>	<b>\$ (2,307,896)</b>	<b>\$ (1,401,690)</b>	<b>\$ (10,620,890)</b>	<b>\$ (1,330,690)</b>	<b>\$ (4,998,630)</b>

	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Reserve Balance, End of Year					
Restricted Funds	\$ 3,900,605	\$ 4,335,773	\$ 3,636,306	\$ 4,664,842	\$ 5,679,378
Reserves Compensated Absences	500,000	450,000	400,000	365,000	330,000
Reserves Road Maintenance	1,000,000	750,000	500,000	250,000	-
Reserves Capital Expenditures <sup>(2)</sup>	7,200,000	4,170,000	424,000	624,000	824,000
Reserves Renewal And Replacement	1,000,000	1,000,000	-	-	-
Unassigned Reserves	\$ 11,204,490	\$ 12,697,632	\$ 7,822,209	\$ 5,547,983	\$ (380,183)
% Recurring Expenditures	39%	41%	24%	16%	-1%

Unassigned Reserves vs. 25% Target <sup>(1)</sup>



(1) The City Council's Financial Management Policy is to maintain unassigned General Fund reserves of at least 25% of recurring expenditures.

(2) Reserves Capital Expenditures details can be found in Appendix I

## Five-Year Financial Forecast

### Conservative Revenues Growth Scenario

Revenues	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Business Taxes	\$11,000,000	\$12,462,000	\$12,711,000	\$12,965,000	\$13,224,000
Business Taxes - Pier Park	1,031,000	570,000	1,474,000	1,503,000	1,537,000
Utility Taxes	4,410,000	4,576,000	4,578,000	4,580,000	4,582,000
Franchise Fees	2,590,000	2,780,000	2,781,000	2,782,000	2,783,000
Intergovernmental	3,164,163	3,587,000	3,659,000	3,732,000	3,808,000
Impact Fees	1,177,000	1,177,000	1,177,000	1,177,000	1,177,000
Licenses, Permits & Assessments	4,987,100	5,070,000	5,155,000	5,242,000	5,330,000
Fines and Forfeitures	95,000	95,000	95,000	95,000	95,000
Contributions and Donations	4,103,760	604,000	604,000	604,000	604,000
Grants	3,970,148	2,569,000	4,154,000	-	-
Rents	90,500	174,000	194,000	217,000	245,000
Other Fees and Miscellaneous	710,595	845,000	874,000	907,000	938,000
Interest	154,000	136,000	125,000	62,000	48,000
Proceeds from Sales	-	25,000	25,000	25,000	25,000
<b>Total Revenues</b>	<b>\$37,483,266</b>	<b>\$34,670,000</b>	<b>\$37,606,000</b>	<b>\$33,891,000</b>	<b>\$34,396,000</b>
	13%	-8%	8%	-10%	1%

Growth	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Business Taxes	-8%	13%	2%	2%	2%
Business Taxes - Pier Park	451%	-45%	159%	2%	2%
Utility Taxes	-4%	4%	0%	0%	0%
Franchise Fees	-7%	7%	0%	0%	0%
Intergovernmental	-9%	13%	2%	2%	2%
Impact Fees	-37%	0%	0%	0%	0%
Licenses, Permits & Assessments	1%	2%	2%	2%	2%
Fines and Forfeitures	-28%	0%	0%	0%	0%
Contributions and Donations	1057%	-85%	0%	0%	0%
Grants	174%	-35%	62%	-100%	-
Rents	-33%	92%	11%	12%	13%
Other Fees and Miscellaneous	-22%	19%	3%	4%	3%
Interest	-36%	-12%	-8%	-50%	-23%
Proceeds from Sales	-100%	-	0%	0%	0%
<b>Total Revenues</b>	<b>13%</b>	<b>-8%</b>	<b>8%</b>	<b>-10%</b>	<b>1%</b>

## Appendix III

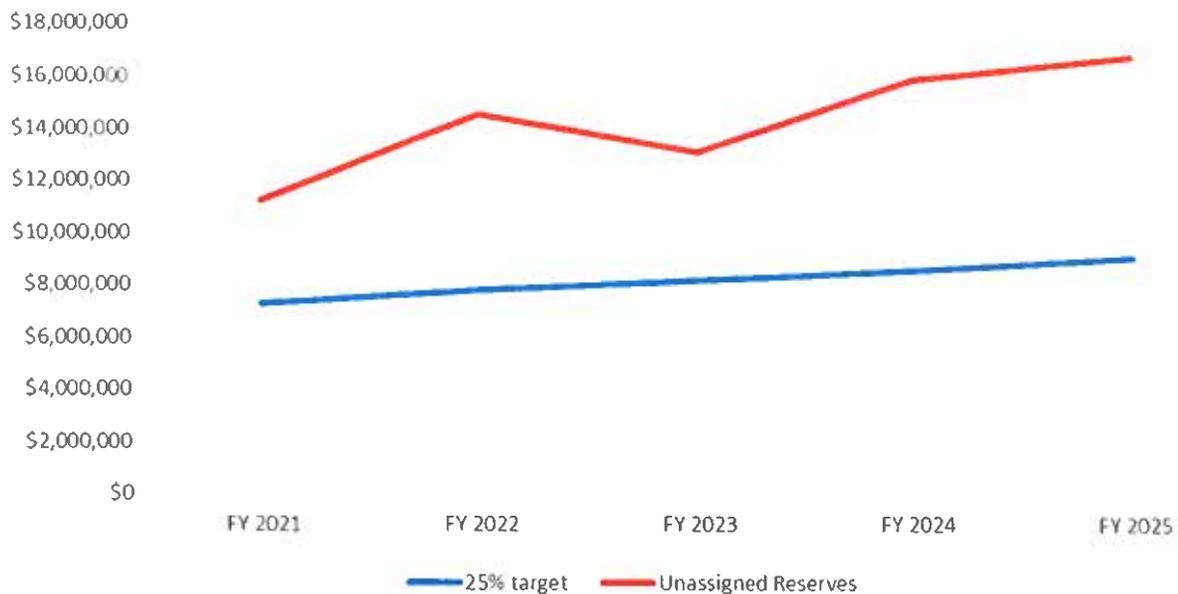
### Five-Year Financial Forecast

#### Aggressive Revenues Growth Scenario

General Fund	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Revenues	\$37,483,266	\$36,533,000	\$41,050,000	\$38,938,000	\$41,175,000
Expenditures	39,484,331	35,821,690	47,976,890	34,971,690	39,144,630
Transfers Out (Net)	306,831	250,000	250,000	250,000	250,000
<b>Net</b>	<b>\$ (2,307,896)</b>	<b>\$ 461,310</b>	<b>\$ (7,176,890)</b>	<b>\$ 3,716,310</b>	<b>\$ 1,780,370</b>

Reserve Balance, End of Year	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Restricted Funds	\$ 3,900,605	\$ 4,335,773	\$ 3,636,306	\$ 4,664,842	\$ 5,679,378
Reserves Compensated Absences	500,000	450,000	400,000	365,000	330,000
Reserves Road Maintenance	1,000,000	750,000	500,000	250,000	-
Reserves Capital Expenditures <sup>(2)</sup>	7,200,000	4,170,000	424,000	624,000	824,000
Reserves Renewal And Replacement	1,000,000	1,000,000	-	-	-
Unassigned Reserves	\$ 11,204,490	\$ 14,560,632	\$ 13,129,209	\$ 15,901,983	\$ 16,752,817
% Recurring Expenditures	39%	47%	40%	46%	46%

Unassigned Reserves vs. 25% Target <sup>(1)</sup>



(1) The City Council's Financial Management Policy is to maintain unassigned General Fund reserves of at least 25% of recurring expenditures.

(2) Reserves Capital Expenditures details can be found in Appendix I

## Five-Year Financial Forecast

### Aggressive Revenues Growth Scenario

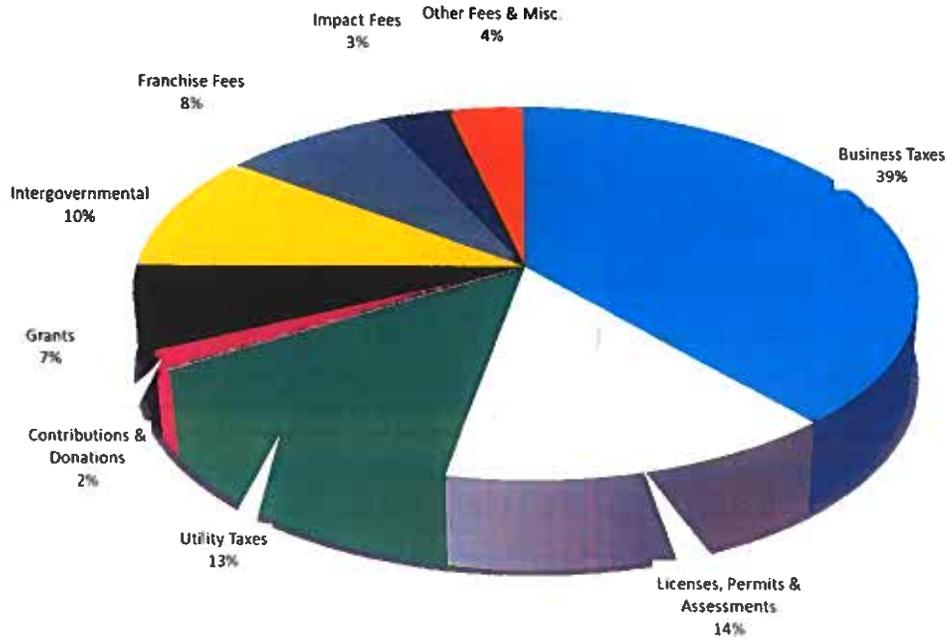
Revenues	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Business Taxes	\$11,000,000	\$13,713,000	\$14,673,000	\$15,700,000	\$16,799,000
Business Taxes - Pier Park	1,031,000	570,000	1,681,000	1,827,000	1,988,000
Utility Taxes	4,410,000	4,783,000	5,002,000	5,231,000	5,472,000
Franchise Fees	2,590,000	2,915,000	3,059,000	3,210,000	3,369,000
Intergovernmental	3,164,163	3,716,000	3,929,000	4,157,000	4,399,000
Impact Fees	1,177,000	1,177,000	1,177,000	1,177,000	1,177,000
Licenses, Permits & Assessments	4,987,100	5,211,000	5,446,000	5,693,000	5,951,000
Fines and Forfeitures	95,000	95,000	95,000	95,000	95,000
Contributions and Donations	4,103,760	604,000	604,000	604,000	604,000
Grants	3,970,148	2,569,000	4,154,000	-	-
Rents	90,500	174,000	194,000	217,000	245,000
Other Fees and Miscellaneous	710,595	845,000	874,000	907,000	938,000
Interest	154,000	136,000	137,000	95,000	113,000
Proceeds from Sales	-	25,000	25,000	25,000	25,000
<b>Total Revenues</b>	<b>\$37,483,266</b>	<b>\$36,533,000</b>	<b>\$41,050,000</b>	<b>\$38,938,000</b>	<b>\$41,175,000</b>
	13%	-3%	12%	-5%	6%

Growth	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Business Taxes	-8%	25%	7%	7%	7%
Business Taxes - Pier Park	451%	-45%	195%	9%	9%
Utility Taxes	-4%	8%	5%	5%	5%
Franchise Fees	-7%	13%	5%	5%	5%
Intergovernmental	-9%	17%	6%	6%	6%
Impact Fees	-37%	0%	0%	0%	0%
Licenses, Permits & Assessments	1%	4%	5%	5%	5%
Fines and Forfeitures	-28%	0%	0%	0%	0%
Contributions and Donations	1057%	-85%	0%	0%	0%
Grants	174%	-35%	62%	-100%	-
Rents	-33%	92%	11%	12%	13%
Other Fees and Miscellaneous	-22%	19%	3%	4%	3%
Interest	-36%	-12%	1%	-31%	19%
Proceeds from Sales	-100%	-	0%	0%	0%
<b>Total Revenues</b>	<b>13%</b>	<b>-3%</b>	<b>12%</b>	<b>-5%</b>	<b>6%</b>

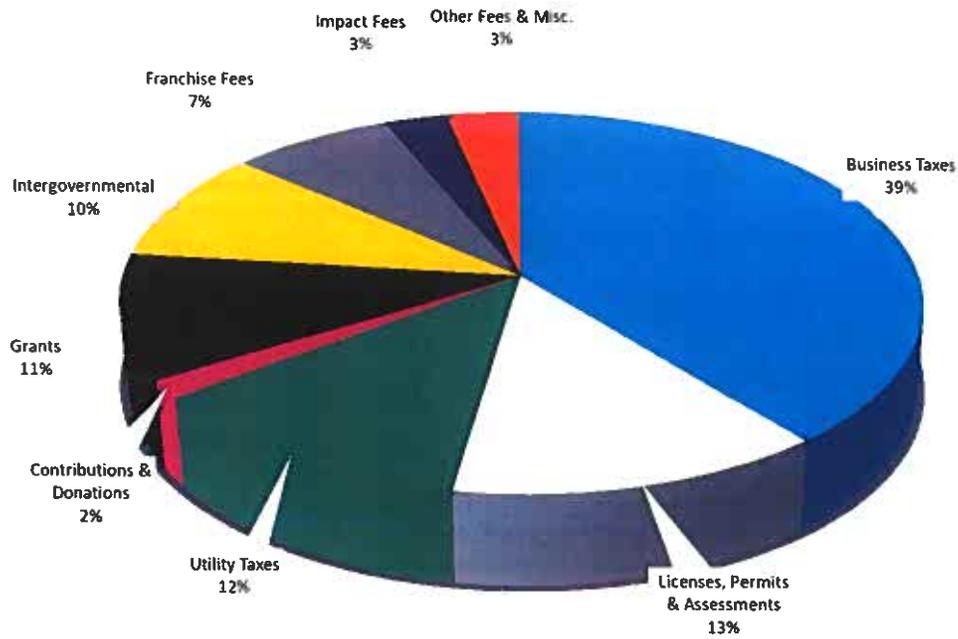
Appendix IV

The following charts depict the FY 2022 – FY 2025 General Fund revenues forecast in generalized categories:

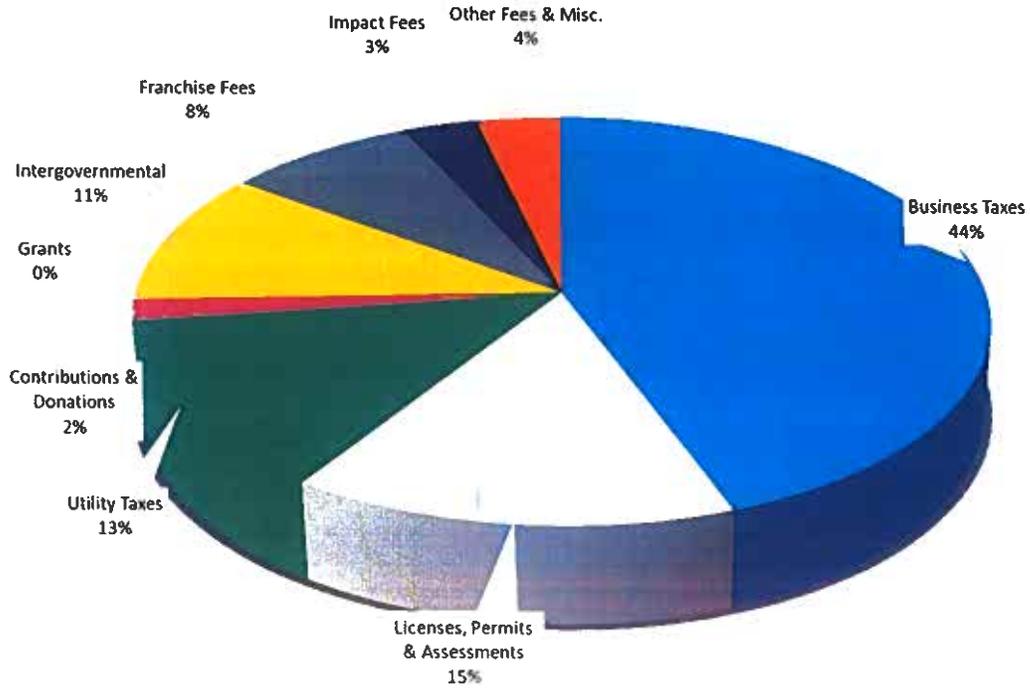
**FY 2022 Forecast**



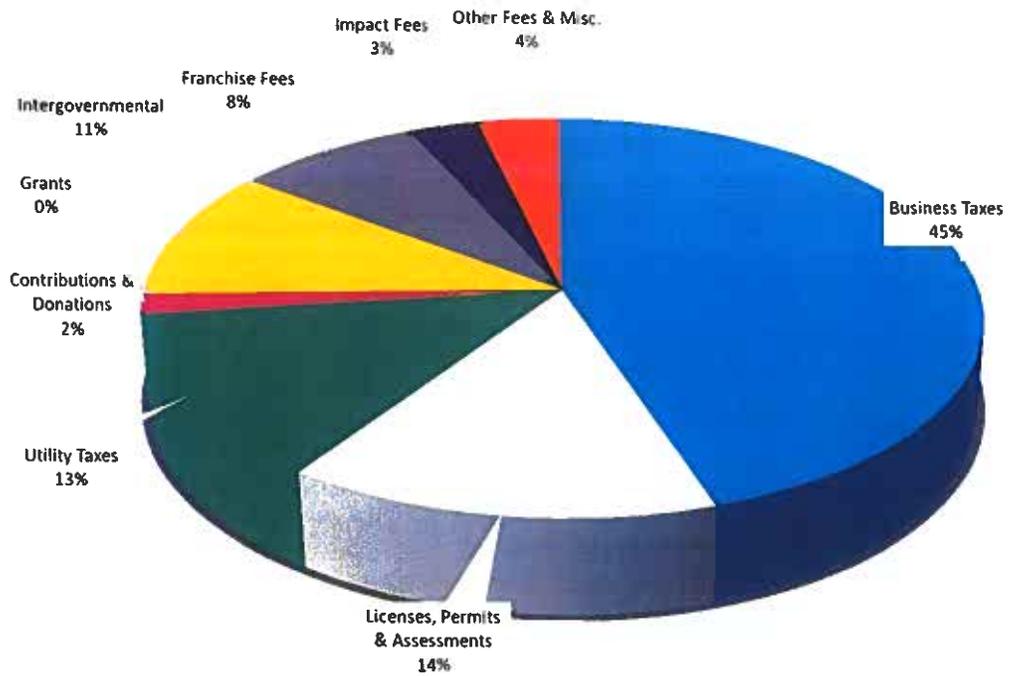
**FY 2023 Forecast**



**FY 2024 Forecast**



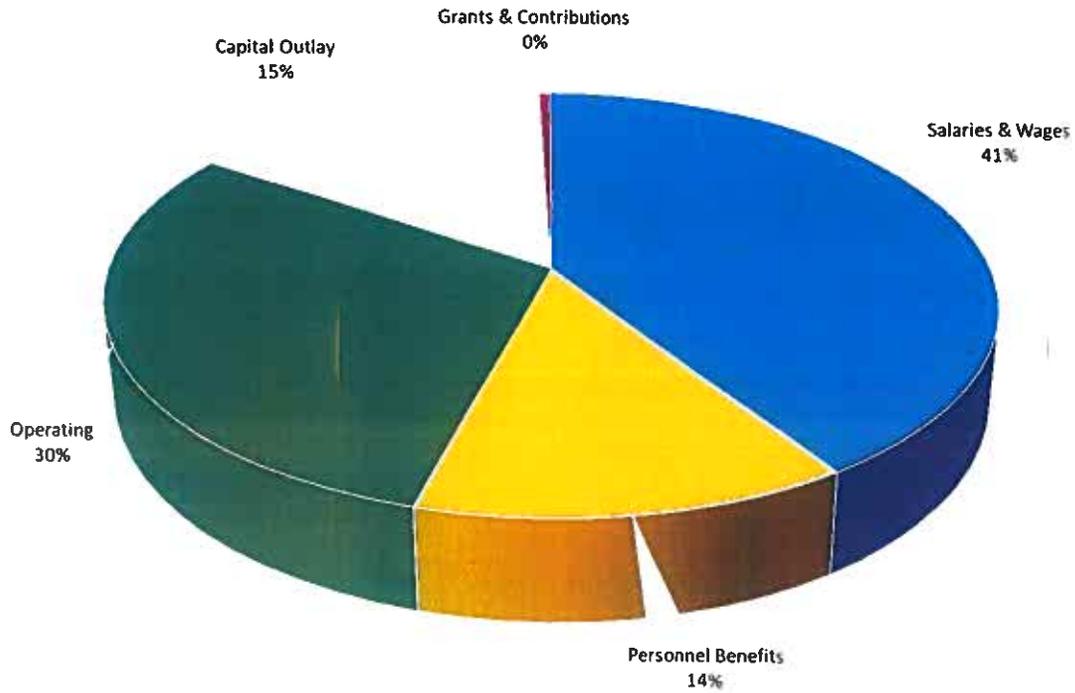
**FY 2025 Forecast**



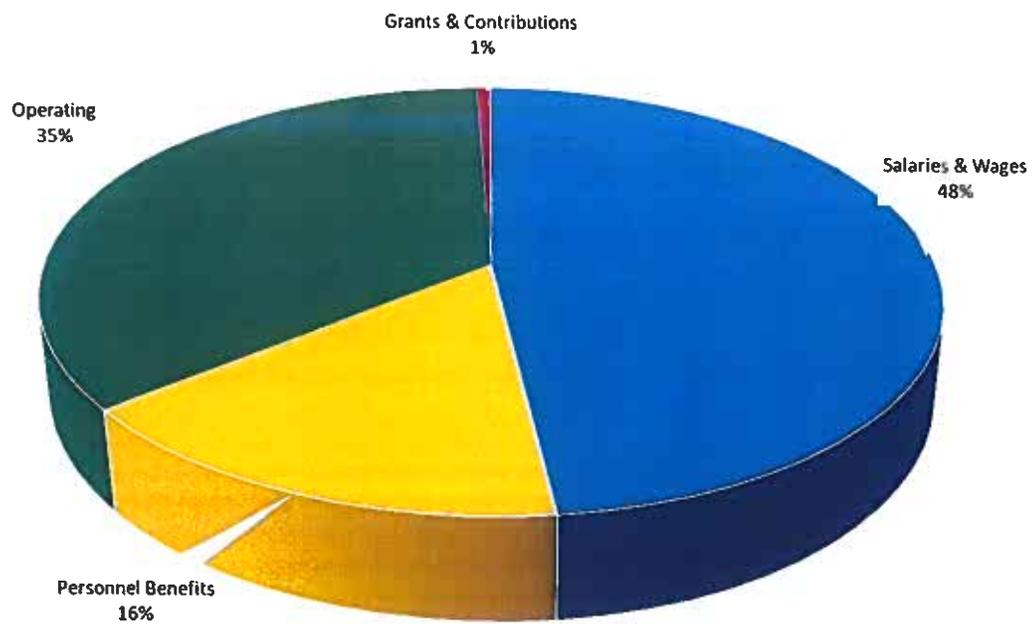
Appendix V

The following charts depict the FY 2022 – FY 2025 General Fund expenditures forecast in generalized categories:

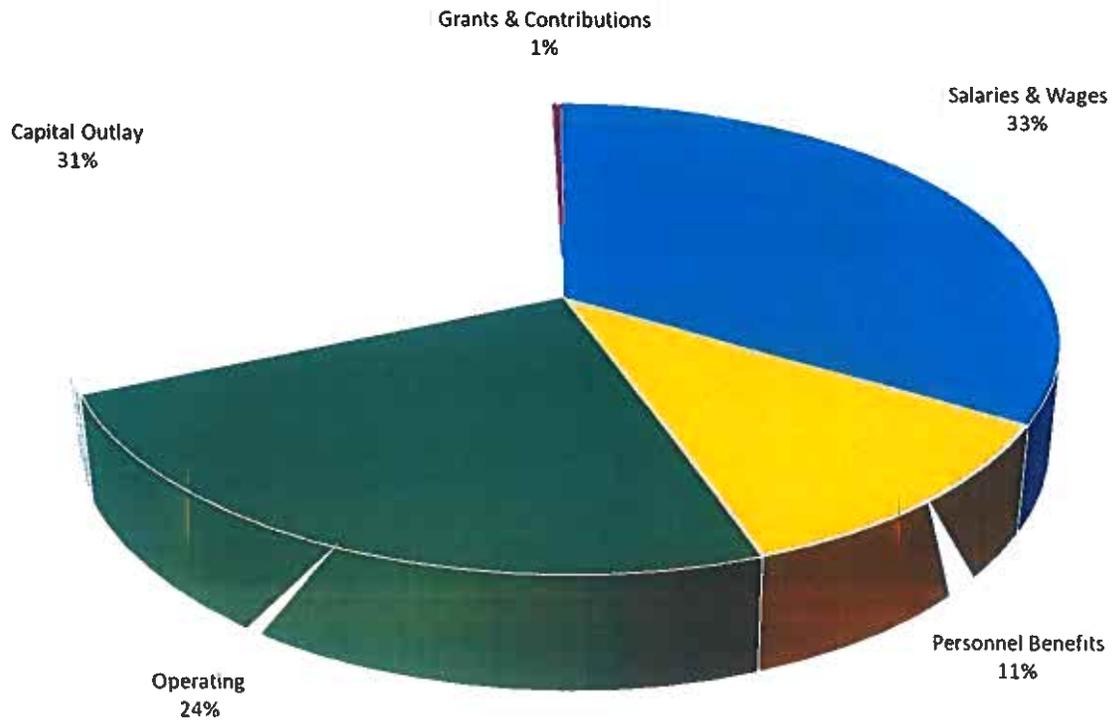
FY 2022 Forecast Total Expenditures



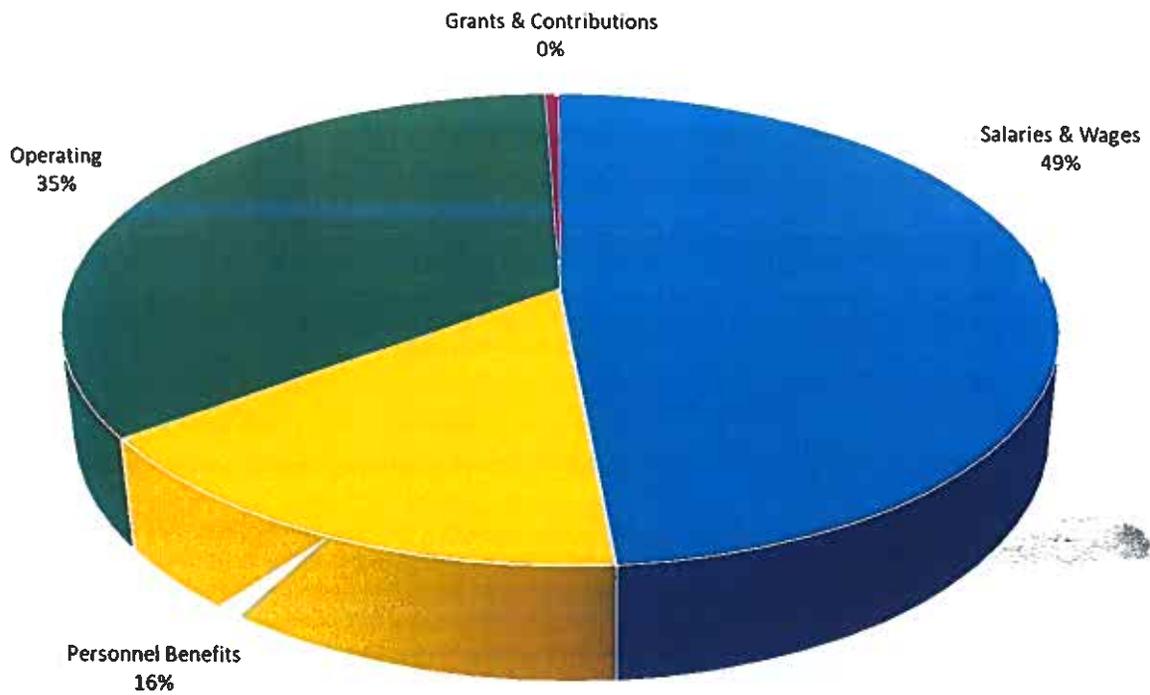
FY 2022 Forecast Operating Expenditures Only



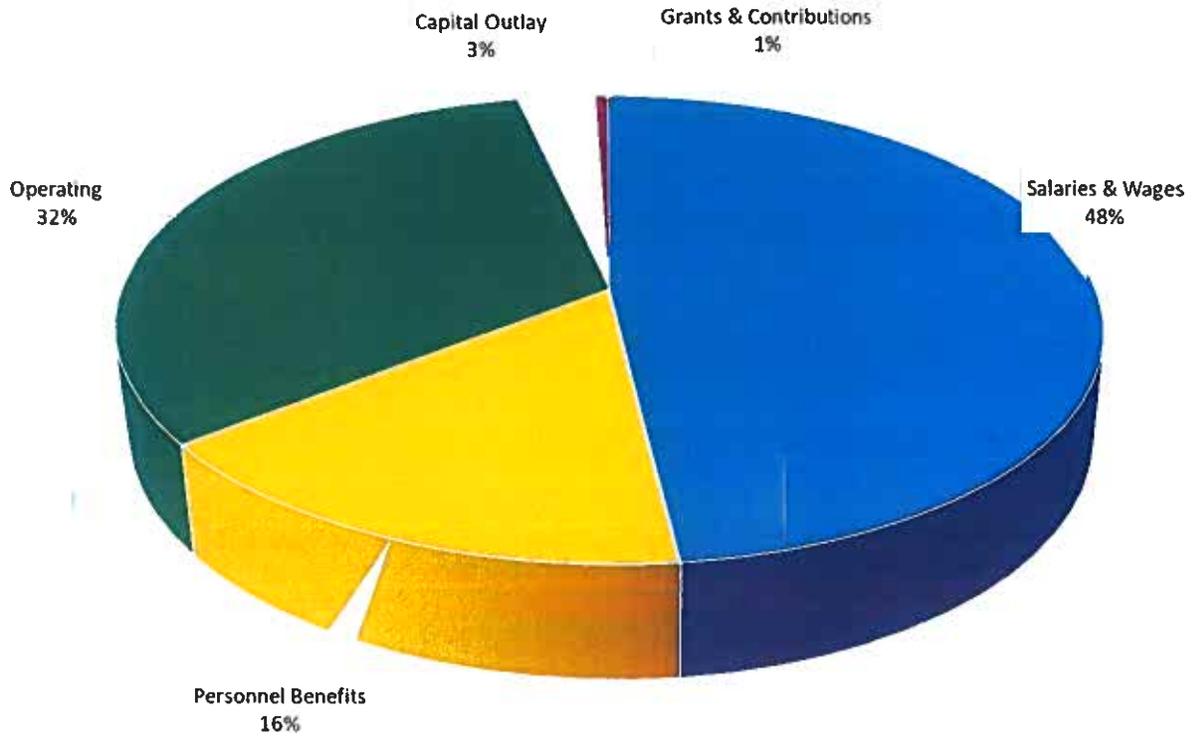
**FY 2023 Forecast Total Expenditures**



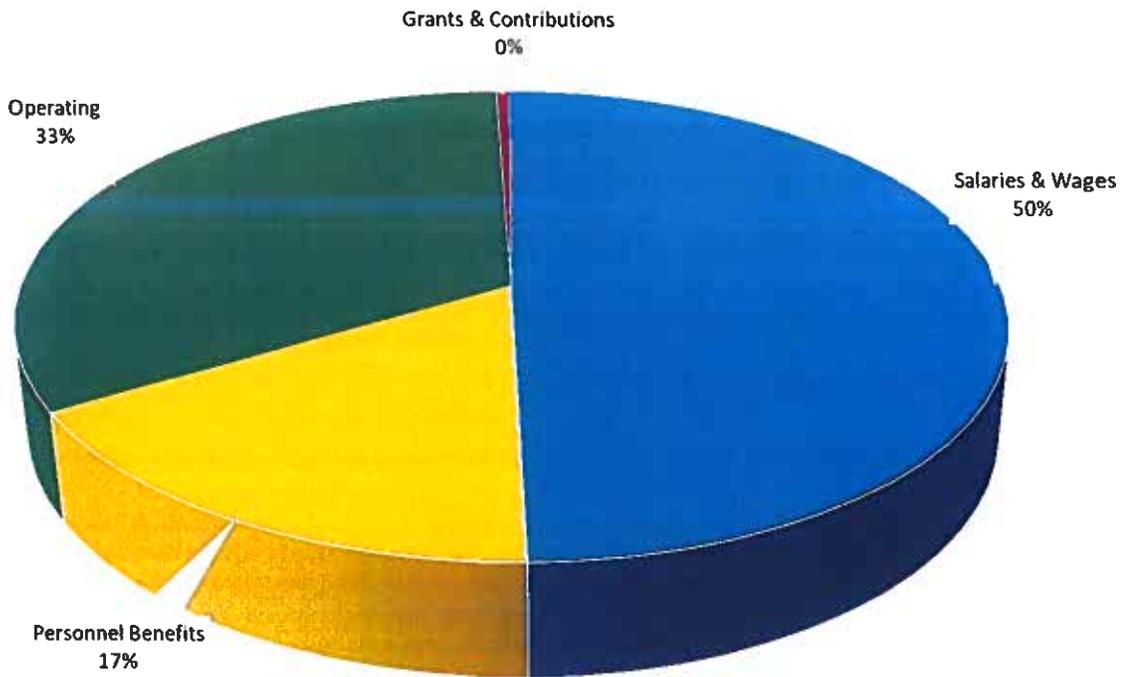
**FY 2023 Forecast Operating Expenditures Only**



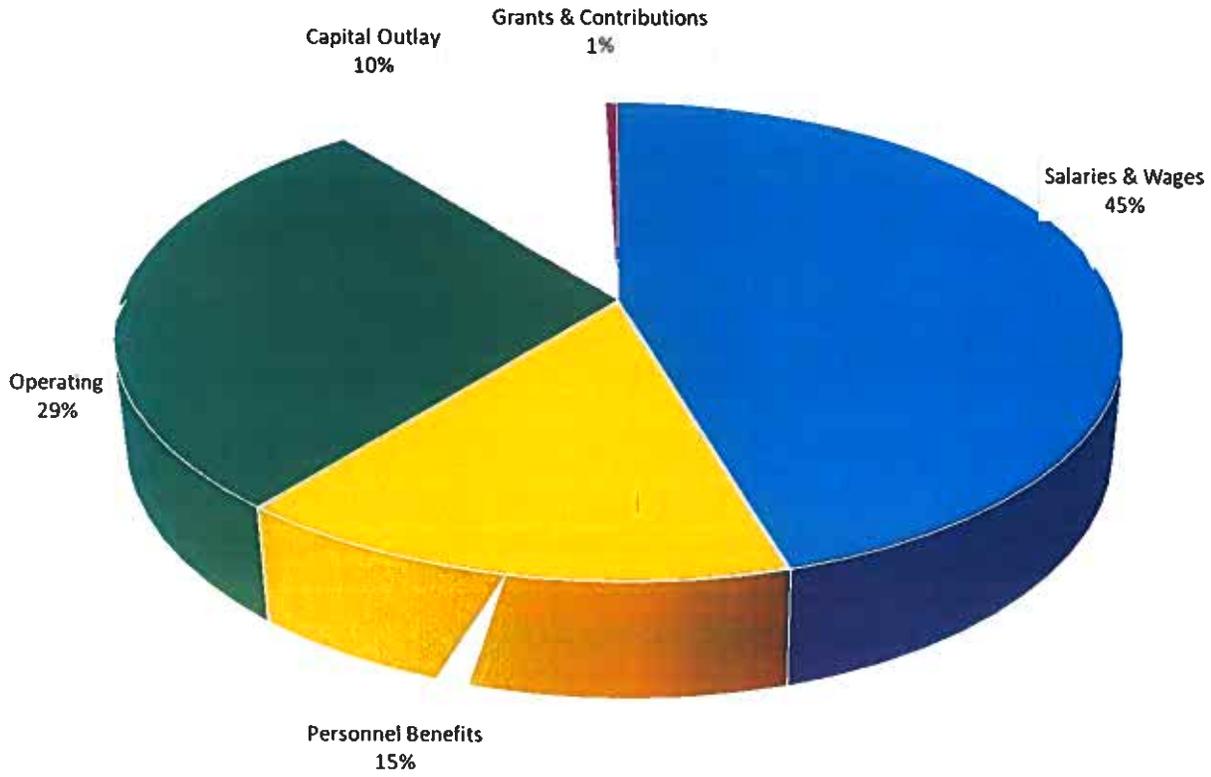
**FY 2024 Forecast Total Expenditures**



**FY 2024 Forecast Operating Expenditures Only**



**FY 2025 Forecast Total Expenditures**



**FY 2025 Forecast Operating Expenditures Only**

