

PANAMA CITY BEACH CITY COUNCIL AGENDA

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

MEETING DATE: SEPTEMBER 10, 2020

MEETING TIME: 6:00 P.M.

A. CALL TO ORDER

- 1. ROLL CALL.**
- 2. INVOCATION – COUNCILMAN CASTO.**
- 3. PLEDGE OF ALLEGIANCE – COUNCILMAN CASTO.**
- 4. COMMUNITY ANNOUNCEMENTS.**
- 5. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.**
- 6. PRESENTATIONS –**
 - A. BILL HUSFELT, BAY DISTRICT SCHOOLS SUPERINTENDENT-
UPDATE ON THE SCHOOLS.**
 - B. PROCLAMATION, MICHAEL SEHLHORST, BEACH SAFETY OFFICER.**
- 7. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES).**

B. CONSENT AGENDA

- 1. RESOLUTION 20-169, FLORIDIAN PARTNERS, LLC, AGREEMENT. "A Resolution of the City of Panama City Beach, Florida, approving Agreement with Floridian Partners, LLC for State Legislative and Executive Branch Representation Services in the monthly amount of \$4,583.33."**
- 2. RESOLUTION 20-170, UTILITY REVENUE CERTIFICATE PROGRAM UPDATE. "A Resolution of the City of Panama City Beach, Florida, amending Resolution 08-67 regarding the City's Water and Sewer Extension Impact Fee Financing Programs; increasing the maximum facility value amount for the 75% program to \$70,000; clarifying eligibility and application requirements; and providing an immediately effective date."**
- 3. RESOLUTION 20-171, BID AWARD - BEACH SAFETY TRUCK PURCHASE. "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of one Chevrolet Silverado Work Truck from Garber Buick GMC, Inc., in the total amount of \$26,228.40; and providing an immediately effective date."**
- 4. RESOLUTION 20-172, IRONMAN FLORIDA 70.3 GULF COAST ROAD CLOSURES. "A Resolution of the City of Panama City Beach, Florida, related to the "Ironman 70.3 Gulf Coast" Triathlon; authorizing temporary closure of Front Beach Road from Pier Park Drive to Powell Adams Road intersection on**

Saturday, November 7, 2020 and Sunday, November 8, 2020; authorizing careful traffic control and extraordinary usage of portions of Front Beach Road, Lullwater Drive, Panama City Beach Parkway, and Powell Adams Road.”

5. **RESOLUTION 20-173, PTO POLICY AMENDMENT.** “A Resolution of the City of Panama City Beach, Florida, approving an amended Paid Time Off Policy providing for annual cash-out for City Employees.”
6. **RESOLUTION 20-174, HAGERTY CONSULTING TASK ORDER, CARES ACT FUNDING.** “A Resolution of the City of Panama City Beach, Florida, approving a Task Order with Hagerty Consulting for COVID-19 Response and Recovery Support Services in the initial not to exceed amount of \$25,000.”
7. **RESOLUTION 20-176, TASK ORDER 3 WITH INFRASTRUCTURE SOLUTION SERVICES, DESIGN SERVICES FOR RELOCATION OF LIFT STATION 4 .** “A Resolution of the City of Panama City Beach, Florida, approving Task Order 3 with Infrastructure Solution Services for Design Services associated with the Relocation of Lift Station 4 in the basic amount of \$268,000.”
8. **RESOLUTION 20-177, PCB PARKWAY REUSE GRANT AGREEMENT RATIFICATION.** “A Resolution of the City of Panama City Beach, Florida, ratifying and confirming a Grant Agreement with the Northwest Florida Water Management District regarding planning costs for the Panama City Beach Parkway Reuse Extension Project; and authorizing an extension of that Agreement.”
9. **RESOLUTION 20-178, HYATT TRAFFIC SIGNAL CONTRIBUTION AGREEMENT.** “A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Palmetto Hospitality of PCB, LLC, regarding contribution of funds for a traffic signal at the intersection of Powell Adams and Front Beach Road in an amount not to exceed \$300.000.”

C. REGULAR AGENDA – DISCUSSION/ACTION

1. **ML ORDINANCE 1537, AMENDING REGULATION OF PORTABLE STORAGE CONTAINERS. 1ST READING.**
2. **ML ORDINANCE 1538, AMENDING BODY ALTERING BUSINESS DISTANCE LIMITATIONS AND APPEARANCE STANDARDS. 1ST READING.**
3. **ML ORDINANCE 1539, AMENDING LSV RENTAL BUSINESS APPEARANCE STANDARDS. 1ST READING.**
4. **AS ORDINANCE 1525, ANNUAL UTILITY RATE SEWER & RECLAIMED WATER AMENDMENT FISCAL YEAR 2020-2021, 1ST READING.**
- 5.* **DC RESOLUTION 20-168 , CRA 20-21 NEAR TERM WORK PLAN.**
6. **TO CIVIL SERVICE BOARD APPOINTMENT.**
7. **MJ COUNCILMAN JARMAN, ECONOMIC DEVELOPMENT COMMITTEE APPOINTMENT.**
8. **GM COUNCILMAN MCCONNELL, ECONOMIC DEVELOPMENT COMMITTEE APPOINTMENT.**

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

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

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

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

 9-4-20

 Interim City Clerk Date

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.

 9-4-20

 Interim City Clerk Date

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

E-mailed to interested parties and posted on the website on: 09/8/20 12:00 P.M.

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

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

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

COMMUNITY ANNOUNCEMENTS

COMMUNITY ANNOUNCEMENTS 9/10/20

Panama City Beach Library opened September 8th.

September 10-13 WSL North American Championships 1
Frank Brown Park and PCB Sports Complex

September 12 Annual 9/11 Memorial Stair Climb
Edgewater Beach Resort

September 14 CRA Advisory Committee Meeting -3PM

September 15 Economic Development Advisory
Committee Meeting – 3PM

September 17-20 WSL North American Championships 2
Frank Brown Park and PCB Sports Complex

September 21 Financial Management Advisory Committee
Meeting – 3PM

September 22 Public Safety Advisory Committee Meeting-
3PM

September 26-27 WSL North American Championships 3
Frank Brown Park and PCB Sports Complex

October 2-4 USSSA Fastpitch Frank Brown Park

PRESENTATION



~Proclamation~

A PROCLAMATION HONORING MICHAEL SEHLHORST

- WHEREAS, PANAMA CITY BEACH is home to the World's Most Beautiful Beaches, which attract millions of visitors each year; and**
- WHEREAS, PANAMA CITY BEACH'S BEACH SAFETY PROGRAM is comprised of 15 men and women who patrol the sandy beach on a daily basis in order to protect residents and visitors alike, making sure all are safe from rip currents and other hazards; and**
- WHEREAS, MICHAEL SEHLHORST, a seasonal summer lifeguard for the last four years, is credited with saving the life of a 2-year-old child on Tuesday, September 1 on the east end of the beach; and**
- WHEREAS, MICHAEL SEHLHORST exhibited incredible bravery in rushing to assist the child and his mother, who were caught in a rip current; and**
- WHEREAS, THE FAMILY wishes to recognize MICHAEL SEHLHORST and the entire Beach and Surf and Fire Rescue team who responded quickly with "a high level of care, compassion and professionalism" during this incident; and**
- WHEREAS, The City would like to acknowledge MICHAEL AND THE ENTIRE BEACH SAFETY AND FIRE RESCUE team for daily risking their lives to save others, in the most giving and unselfish way; and**
- NOW, THEREFORE, the Mayor and City Council of the City of Panama City Beach honors MICHAEL SEHLHORST with this proclamation of appreciation and gratitude.**

Mayor Mark Sheldon

Councilman Paul Casto

Councilman Phil Chester

Vice Mayor Geoff McConnell

Councilman Michael Jarman

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
September 10, 2020

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION 20-169 AUTHORIZING AN AGREEMENT WITH FLORIDIAN PARTNERS, LLC, FOR STATE LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES.

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?

RESOLUTION 20-169 AUTHORIZES AN AGREEMENT TO ENGAGE FLORIDIAN PARTNERS, LLC, TO PROVIDE EXPANSIVE SERVICES IN REPRESENTING THE CITY BEFORE ALL LEGISLATIVE AND EXECUTIVE BRANCHES OF STATE GOVERNMENT. THE AGREEMENT CONTEMPLATES A ONE-YEAR AGREEMENT WITH TWO OPTIONAL RENEWALS AT A RATE OF \$4,583.33 PER MONTH. THE AGREEMENT ALSO INCORPORATES AN EXPANSIVE SCOPE OF SERVICES AND LIST OF SPECIFIC SUBJECT AREAS ON WHICH FLORIDIAN PARTNERS WILL FOCUS.

THIS AGREEMENT IS CONTEMPLATED IN THE 2020-2021 FISCAL YEAR BUDGET. FLORIDIAN PARTNERS WILL ACT UNDER THE DIRECTION OF THE CITY MANAGER AND CITY ATTORNEY.

STAFF RECOMMENDS APPROVAL.

RESOLUTION 20-169

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH FLORIDIAN PARTNERS, LLC FOR STATE LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES IN THE MONTHLY AMOUNT OF \$4,583.33.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Floridian Partners, LLC, in the monthly amount of Four Thousand, Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$4,583.33), 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

**AGREEMENT BETWEEN THE CITY OF PANAMA CITY BEACH AND
FLORIDIAN PARTNERS, LLC, FOR STATE LEGISLATIVE AND EXECUTIVE
BRANCH REPRESENTATION SERVICES**

This Agreement (“Agreement”) is made and entered by and between the City of Panama City Beach, a political subdivision of the State of Florida (“City”), and Floridian Partners, LLC, a Florida Limited Liability Company, (“Lobbyist”) (City and Lobbyist are also sometimes referred to as a “Party” or collectively referred to as the “Parties”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1. **City Council** means the City Council of Panama City Beach, Florida.

1.2. **Contract Administrator** means the City Manager, the City Attorney, the Assistant City Attorney or such other person designated by the City Manager in writing.

1.3. **City Attorney** means the chief legal counsel of City appointed by the City Council, and includes any Assistant City Attorney or Senior City Attorney, or any Attorney acting on behalf of the City Attorney on matters relating to this Agreement.

1.4. **Services** means all work Lobbyist must perform under this Agreement, including without limitation all deliverables, consulting, professional lobbying services and advocacy, and other services specified in Article 3, Exhibit A, or Exhibit B. The Services are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Lobbyist impractical, illogical, or unconscionable.

2. EXHIBITS.

The following exhibits are attached hereto and incorporated into this Agreement:

| | |
|------------------|--------------------------|
| Exhibit A | Scope of Services |
| Exhibit B | Subject Areas |

3. SCOPE OF SERVICES.

Lobbyist shall perform all Services during the Agreement Term on a non-exclusive basis for City. Lobbyist acknowledges and agrees that it will receive specific lobbying assignments from the Contract Administrator, which assignments may be expanded, modified, or removed as necessary to accomplish the goals of City and are deemed to be within the definition of Services.

4. TERM AND TIME OF PERFORMANCE.

4.1. Initial Term. The initial term of this Agreement shall begin on October 1, 2020 (“Effective Date”) and shall end on September 30, 2021 (“Initial Term”). The Initial Term, Renewal Term(s) described in Section 4.2, and any Short-Term Extension(s) described in Section 4.3 are collectively referred to as the “Agreement Term.”

4.2. Renewals. City shall have the option to renew this Agreement for up to two (2) additional one (1) year terms (each an “Renewal Term”) by sending notice of renewal to Lobbyist at least thirty (30) days prior to the expiration of the then-current term. The City Manager is authorized to exercise these renewal options.

4.3. Short-Term Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the City Manager, render the exercise of a full Renewal Term not practicable, or if no additional Renewal Terms remain and expiration of this Agreement would, as determined by the City Manager, result in a gap in the provision of Services, then the City Manager may extend this Agreement on the same terms and conditions for period(s) not to exceed six (6) months in the aggregate (a “Short-Term Extension”). The City Manager may exercise a Short-Term Extension by written notice to Lobbyist stating the duration of the extended period, which notice shall be provided to Lobbyist at least thirty (30) days prior to the end of the then-current term.

4.4. Renewal/Short-Term Extension Rates and Terms. During any Renewal Term or Short-Term Extension, Lobbyist shall perform the Services in accordance with the terms and conditions of this Agreement existing as of the date of City exercising its right to renew or extend and shall continue to be compensated at the then-existing monthly rate.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any City fiscal year is subject to both the appropriation and the availability of funds.

4.6. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

5. COMPENSATION.

5.1. Compensation. For all Services provided under this Agreement, City will pay Lobbyist as follows:

| | |
|--|-----------------------|
| Monthly Fee for Services during Agreement Term | \$ 4,583.33 per month |
|--|-----------------------|

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, with the amounts itemized above being accepted by Lobbyist as full compensation for all such Services. Lobbyist acknowledges that the amounts set forth in this Agreement constitute a

limitation upon City's obligation to compensate Lobbyist for the Services. These amounts, however, do not constitute a limitation of any sort upon Lobbyists' obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Lobbyist may submit invoices for compensation no more often than on a monthly basis. An electronic invoice is due within ten (10) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. All invoices must be sent to the City's Finance Department at hwhite@pcb.gov along with a copy to the City Attorney. Notwithstanding the fact that Lobbyist is paid a flat monthly fee for the Services, all invoices must specify in detail the Services performed and the personnel involved, as well as any other details as requested by the Contract Administrator.

5.2.2. City shall pay Lobbyist within thirty (30) days of receipt of Lobbyist's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Lobbyist to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Lobbyist at the address designated in the Notices section.

5.3. **Reimbursable Expenses.** Lobbyist shall not be reimbursed for any expenses it incurs under this Agreement.

5.4. **Subcontractors.** Lobbyist acknowledges that the professional Services provided under this Agreement are of a highly-skilled and personal nature and that it shall not subcontract any Services contemplated by this Agreement.

5.5. **Withholding by City.** Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by City.

6. REPRESENTATIONS AND WARRANTIES.

6.1. **Representation of Authority.** Lobbyist represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Lobbyist, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Lobbyist has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Lobbyist. Lobbyist further represents and warrants that execution of this Agreement is within Lobbyist's legal powers, and each individual executing this Agreement on behalf of Lobbyist is duly authorized by all necessary and appropriate action to do so on behalf of Lobbyist and does so with full legal authority.

6.2. **Contingency Fee.** Lobbyist represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Lobbyist, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.3. Public Entity Crime Act. Lobbyist represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Lobbyist further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Lobbyist has been placed on the convicted vendor list.

6.4. Discriminatory Vendor and Scrutinized Companies Lists. Lobbyist represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Lobbyist further represents that it is not ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes.

6.5. Warranty of Performance. Lobbyist represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area (s) for which such person or entity will render Services. Lobbyist represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.6. Breach of Representations. In entering into this Agreement, Lobbyist acknowledges that City is materially relying on the representations and warranties of Lobbyist stated in this article. City shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, City shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Lobbyist, to deduct from the compensation due Lobbyist under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Lobbyist under this Agreement. Furthermore, a false representation may result in debarment from City’s competitive procurement activities.

7. INDEMNIFICATION.

Lobbyist shall indemnify, hold harmless, and defend City and all of City’s officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a Party, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Lobbyist, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Lobbyist shall, upon written notice from City, defend each Indemnified Party against each such Claim by counsel satisfactory to City or, at City’s option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Lobbyist under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

8. TERMINATION.

8.1. Termination for Convenience. This Agreement may be terminated for convenience by the City Council. Termination for convenience by the City Council shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than fifteen (15) days after the date of such written notice. Lobbyist acknowledges that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are acknowledged by Lobbyist, for City's right to terminate this Agreement for convenience.

8.2. Payment Post-Termination. If this Agreement is terminated for convenience by City, Lobbyist shall be paid for any Services properly performed under this Agreement, with the monthly amount prorated through the termination date specified in the written notice of termination.

8.3. Reservation of Rights and Remedies. In addition to any right of termination stated in this Agreement, City shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

9. CONFLICTS OF INTEREST.

10.1. Lobbyist represents that, upon the execution of this Agreement and continuing throughout the Agreement Term, the following representations stated in this section are true and correct. If any of the following representations become at any time not true, Lobbyist shall immediately provide written notice of same to the Contract Administrator.

10.1.1. Neither Lobbyist nor its employees have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Lobbyists' loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Agreement Term, none of Lobbyist's officers or employees shall serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Lobbyist is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Lobbyist or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

10.1.2. Lobbyist does not have any personal financial interest, direct or indirect, with any member of the City Council or any City employee.

10.1.3. As of the effective date of this Agreement, Lobbyist does not represent any client whose interest is currently adverse to the interests of City. If, during the term of this Agreement, Lobbyist determines that a client it represents has or may potentially have an interest adverse to the interest of City, or Lobbyist is notified by the Contract Administrator of an existing or potential adverse interest with a client of Lobbyist, then Lobbyist shall disclose such conflicting interest as required by Section 10.2. Additionally, before proposing, advocating, or otherwise advancing any legislation, administrative rule, regulation, or policy on behalf of a client, where such legislation, rule, regulation, or policy may potentially impact City and its operations, Lobbyist shall, consistent with Section 10.2, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the Contract Administrator.

10.2. Lobbyist further agrees that, in the performance of this Agreement, if any conflict of interest arises, including any adverse interest identified pursuant to Sections 10.1, Lobbyist shall disclose, in writing, such interest to City within three (3) days after the date the conflict arises, or within three (3) days after Lobbyist receives verbal or written notification from the Contract Administrator of an existing or potential adverse interest with a client of Lobbyist under Section 10.1.3. Such written disclosure shall provide sufficient information concerning Lobbyist's conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which Lobbyist is unable to provide the Services. The Contract Administrator shall report the disclosed conflict to the City Council. The City Council may, in its sole discretion, take any action it deems appropriate, such as termination of this Agreement or waiver of the conflict, to address the conflict of interest disclosed by Lobbyist. **Waiver of any conflict of interest or termination of this Agreement is expressly reserved to the City Council.**

10.3 If this Agreement is terminated pursuant to Section 10.2 or Section 8, Lobbyist agrees, upon request of City, to assist City in obtaining the services of qualified individuals to perform the Services.

10.4. Lobbyist agrees that during the Agreement Term, neither Lobbyist, its officers, employees, agents, nor any other person providing Services, will personally represent any person or entity, irrespective of compensation, before the City Council during any regular session, extended session, and/or special session of the Florida Legislature. This prohibition shall apply to all direct lobbying before the City Council, and any communication, whether verbal or written, with any member of the City Council, made in connection with Lobbyist's direct or indirect representation of a client on any matter that is scheduled for or pending consideration before the City Council during the proscribed period, or on any matter that is reasonably foreseeable to be the subject of consideration or action by the City Council.

10.5. Lobbyist shall provide the Contract Administrator with a copy of Lobbyist's complete client list on a quarterly basis.

11. MISCELLANEOUS.

11.1. Contract Administrator Authority. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the City Code of Ordinances, the Contract Administrator may act on behalf of City under this Agreement.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Lobbyist in connection with performing Services under this Agreement shall be owned by City and shall be deemed works for hire by Lobbyist and its agents; if the Services are determined not to be a work for hire, Lobbyist hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to City. If this Agreement is terminated, any reports, photographs, surveys, and other data and documents prepared by Lobbyist, whether finished or unfinished, shall become the property of City and shall be delivered by Lobbyist to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Lobbyist may be withheld until all documents are received as provided in this Agreement.

11.3. Public Records. To the extent Lobbyist is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Lobbyist shall:

11.3.1. Keep and maintain public records required by City to perform the services under this Agreement;

11.3.2. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and

11.3.4. Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of Lobbyist or keep and maintain public records required by City to comply with applicable public records law. If Lobbyist transfers the records to City, Lobbyist shall destroy any duplicate public records that are exempt or confidential and exempt. If Lobbyist keeps and maintains the public records, Lobbyist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Lobbyist will provide any requested records to City to enable City to respond to the public records request.

Any material submitted to City that Lobbyist contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Lobbyist must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to City for records designated by Lobbyist as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Lobbyist. Lobbyist shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF LOBBYIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LOBBYIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850.233.5100), lfasone@pcb.gov, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FLORIDA 32413.

11.4. Audit Rights and Retention of Records. City shall have the right to audit the books, records, and accounts of Lobbyist that are related to this Agreement. Lobbyist shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this

Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Lobbyist shall make same available in written form at no cost to City. Lobbyist shall preserve and make available, at reasonable times within the City of Panama City Beach, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any City representative (including any outside representative engaged by City). Lobbyist hereby grants City the right to conduct such audit or review at Lobbyist's place of business, if deemed appropriate by City, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to City of any nature by Lobbyist in excess of five percent (5%) of the total contract billings reviewed by City, the reasonable actual cost of City's audit shall be reimbursed to City by Lobbyist in addition to adjusting for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of City's findings to Lobbyist.

11.5. Independent Contractor. Lobbyist is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Lobbyist nor its agents shall act as officers, employees, or agents of City. Lobbyist shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that City is a political subdivision with certain regulatory authority, City's performance under this Agreement is as a Party. If City exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to City as a Party.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement. City is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.8. Third-Party Beneficiaries. Neither Lobbyist nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall

remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR CITY:

Office of the City Manager
Attn: Tony O'Rourke
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413
Email address: [torourke@pcb.gov.com](mailto:torourke@pcb.gov)

WITH A COPY TO:

Office of the City Attorney
Attn: Cole Davis
16901 Panama City Beach Parkway
Suite 300
Panama City Beach, Florida 32413
Email address: cdavis@handfirm.com

FOR LOBBYIST:

Jorge Chamizo, Partner
Floridian Partners, LLC
108 S. Monroe Street
Tallahassee, FL 32301
Email address: jorge@flapartners.com

11.10. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Lobbyist without the prior written consent of City. Any attempted assignment by Lobbyist without written consent of City is void. In addition to any other rights or claims that City may have, if Lobbyist violates this provision, City shall have the right to immediately terminate this Agreement.

11.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.12. Compliance with Laws. Lobbyist and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, and any related federal, state, or local laws, rules, and regulations.

11.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.14. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fourteenth Judicial Circuit in and for Bay County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Northern District of Florida.

BY ENTERING INTO THIS AGREEMENT, LOBBYIST AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

11.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of City and Lobbyist.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. If, as of the date of execution of this Agreement, City has already paid Lobbyist any amounts pursuant to any prior agreement, which payments relate to any period of time during the Initial Term, the total of such payments shall be fully credited towards amounts City would have otherwise been required to pay Lobbyist pursuant to this Agreement.

11.21. Payable Interest

11.21.1. Payment of Interest. City shall not be liable to pay any interest to

Lobbyist for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Lobbyist waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.22. Incorporation by Reference. Exhibits A and B are incorporated into and made part of this Agreement.

11.23. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.24. Use of City Logo. Lobbyist shall not use City's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of City.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: THE CITY OF PANAMA CITY BEACH, through its CITY COUNCIL, signing by and through its City Manager, authorized to execute same by City Council action on the ____th day of September, 2020, and Lobbyist, signing by and through its Partner, duly authorized to execute same.

WITNESSES:

CITY OF PANAMA CITY BEACH

Signature

Tony O'Rourke, City Manager

Print Name of Witness above

Print Name and Title

Signature

Print Name of Witness above

ATTEST:

Approve as to form:

By _____
Amy E. Myers,

Lynne Fasone, City Clerk

City Attorney

**AGREEMENT BETWEEN BROWARD CITY AND FLORIDIAN PARTNERS, LLC, FOR STATE
LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES**

LOBBYIST

WITNESSES:

FLORIDIAN PARTNERS, LLC

Signature

Jorge Chamizo, Partner

Print Name of Witness above

Print Name and Title

day of _____, 2020

Signature

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT A – SCOPE OF SERVICES

- 1.** Provide a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the State of Florida with respect to all of City's legislative and regulatory interests including, but not limited to, the Subject Areas listed in Exhibit B; matters contained within City's State legislative program; assigned executive branch projects; and other issues or projects of the City as assigned by the Contract Administrator or designee.
- 2.** Effectively communicate City's State legislative program and issues to members of the Legislature, Governor, Cabinet, and executive departments, agencies, offices, commissions and other governmental units of the State of Florida.
- 3.** Upon request, arrange meetings for City Councilmembers, City officials, and staff from the Office of the City Manager with members and officials of the Legislative and Executive Branch of State government and other entities as necessary, including members of the Legislature in leadership positions, key legislative committee members and staff, and executive branch leaders and key officials within the Governor's Office, Cabinet, and State agencies.
- 4.** Be available on a 24-hour basis during any regular session, extended session, or special session, committee week, and at other times as requested, to: assist in writing, interpreting, and monitoring legislation, agency rules and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; obtaining documentation and research materials; and securing sponsors for bills, amendments, resolutions, proviso language and other legislation, as necessary to accomplish City's legislative and executive branch goals.
- 5.** Identify and discuss with City any areas of potential concern or opportunity for obtaining passage of City's legislative priorities, other issues in the State legislative program, and executive branch issues or projects assigned to Lobbyist.
- 6.** Attend weekly team strategy meetings, legislative committee meetings, briefings, and hearings, during session and interim committee weeks, and report on all matters assigned; and participate in meetings, conference calls, and provide verbal or written reports to City at other times, as directed by the Contract Administrator or designee.
- 7.** Integrate efforts with the City Manager and any other consultant contracted with the City to ensure strong, consistent legislative advocacy of City's legislative and executive branch priorities, issues and projects.
- 8.** Consult with City Councilmembers, City Manager, Contract Administrator, and such other persons designated by the Contract Administrator regarding any legislative or executive matter which may impact the City, and take any necessary action, as determined by the Contract Administrator.
- 9.** Prepare and submit written reports, as required by the Contract Administrator, regarding the status of assigned issues and projects, progress made to achieve such matters, including regular weekly status reports, during session and interim committee weeks, an end-of-session report upon the conclusion of any regular or special session; and a report relating to any City legislative or executive branch issue or project assigned.

EXHIBIT B. SUBJECT AREAS

- 1. Appropriations/Project Funding including but not limited to:**
 - a. Outfall Mitigation Funding.**
- 2. Transportation Issues/Transit Funding**
 - a. Bay Parkway Funding.**
- 3. Community Redevelopment Agencies**
- 4. Tourism/Commerce**
- 5. City Revenue/Expenditure Issues**
- 6. Economic Development**
- 7. Finance and Taxation/ Local Business Taxes**
- 8. Disaster Recovery Appropriations/Funding**
- 9. Building Code/Construction/Permitting Issues**
- 10. Business Development**
- 11. Public Works-General/Funding**
- 12. Water & Wastewater Infrastructure Projects**
- 13. Local Government Preemption**
- 14. Human Resources/Employee Benefit**
- 15. Home Rule Authority Protection**
- 16. Telecommunications/E-Commerce**
- 17. Growth Management/Planning & Zoning**

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

September 10, 2020

3. REQUESTED MOTION/ACTION:

Approve amendments to the City's existing utility revenue certificate program, increasing dollar thresholds due to inflation and setting time requirements for application submissions.

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 2008, the City adopted Resolution 08-67 creating two types of revenue certificates, providing repayment opportunities for persons extending the City utility system infrastructure with their own funds. The "small" certificates return 75% of impact fees collected for projects not exceeding \$50,000 value of the assets being dedicated to the City, with a certificate life not exceeding 5 years. The "large" certificates return 25% of impact fees for projects over \$50,000 in value of the assets being dedicated to the City, with a certificate life not exceeding 20 years. Due to inflationary and construction cost considerations, staff recommends increasing the threshold between the two sizes be raised from \$50,000 to \$70,000. This change will allow more private individuals to potentially recoup utility extension expenses at a higher rate.

In addition, staff desires to add submission requirements for potential applications so they can be timely reviewed before recommendations are passed to the City Manager. None exist at this time.

Staff recommends approval of the attached resolution.

RESOLUTION 20-170

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING RESOLUTION 08-67 REGARDING THE CITY'S WATER AND SEWER EXTENSION IMPACT FEE FINANCING PROGRAMS; INCREASING THE MAXIMUM FACILITY VALUE AMOUNT FOR THE 75% PROGRAM TO \$70,000; CLARIFYING ELIGIBILITY AND APPLICATION REQUIREMENTS; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

Section 1. From and after the effective date of this Resolution, Section 2 of Resolution 08-67, New Program, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Section 2. New Program. There is hereby established a second financing program available only for facilities valued at less than seventy ~~fifty~~ thousand dollars (**\$70,000**) (~~\$50,000~~) but greater than seventy five hundred dollars (\$7,500), as follows:

- a. Qualification to participate is the same as the existing program.
- b. All terms and conditions are the same as the existing program, except the revenue certificate shall be payable at the rate of seventy-five percent (75%) of impact fees collected by the City and the certificate shall expire five (5) years after date of issuance.

Section 2. From and after the effective date of this Resolution, Section 3 of Resolution 08-67, No Right to Participate, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

SECTION 3. No Right to Participate.

- a. **Prior to initiating construction, interested persons shall apply in writing to participate in an impact fee financing program, which request shall be timely reviewed by the Utilities Director or his or her designee, for a recommendation to the City Manager.**
- b. **The financing programs shall not be applicable to facilities which have been released for service by the Florida Department of Environmental Protection or are under construction prior to receipt of the initial application.**

c. No person shall be entitled as a matter of right to participate in either program. Regardless of qualification, the City Manager shall have the discretion to deny in writing participation where, due to the condition, the availability of service, the business needs or the planning objectives of either or both of the water or sewer enterprise systems, the public interest would not be served by purchasing facilities under the relevant program. Any party denied participation may appeal the City Manager's written denial to the City Council by written notice delivered to the City Clerk within 20 days after receipt of the denial. The City Council's decision shall be based upon competent, substantial evidence adduced at a hearing on the appeal and shall be sustained if supported by any such evidence.

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

RESOLUTION 08-67

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RATIFYING AND CONFIRMING THE HISTORICAL WATER AND SEWER EXTENSION IMPACT FEE FINANCING PROGRAM; AUTHORIZING A SIMILAR PROGRAM FOR SMALLER EXTENSION PROJECTS AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has in place a financing program where, in consideration of a developer's transfer of certain large scale water or sewer system extension facilities, or both, to the City, the City issues to the developer a revenue certificate in an amount equaling the costs of those facilities payable solely from impact fees collected from connections to the facilities transferred, without interest; and

WHEREAS, the City desires to extend the program to smaller water and sewer system extensions under terms better suited to smaller projects.

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

SECTION 1. Existing Program. The current financing program is hereby ratified and confirmed, as follows:

a. To qualify for the program, the facilities to be transferred must not lie within the boundaries of the property or project owned or controlled by the developer, and in the judgment of the City Engineer and City Manager must serve and provide a benefit of excess water or sewer capacity, or both, to the public and surrounding property not owned or controlled by the developer, which benefit is greater than the benefit of the facilities to the property owned or controlled by the developer.

)

b. The principal amount of the revenue certificate must not exceed the actual, out of pocket cost of labor, materials and engineering incurred by the developer to construct the facilities. No other costs, including by way of example and not limitation, real estate costs, landscaping costs, construction period interest, attorney's fees or any other costs associated with the facilities to be transferred shall be included.

c. The revenue certificate must be payable, without interest, exclusively from the respective (water or sewer) impact fees collected by the City through the facilities transferred at the rate of twenty five percent (25%) of such impact fees actually collected by the City, and shall expire twenty (20) years after date of issuance without payment of the balance of any principal remaining unpaid and not yet due.

d. In the judgment of the City Engineer and City Manager, payment of the revenue certificate must not be likely to divert impact fees needed or desired for other capital projects in the system.

e. The facilities to be transferred must lie entirely within lands in which the city has a permanent and unrestricted right to access and maintain utility facilities.

f. Each transaction between the City and the developer shall be wholly evidenced by a family of three documents (i) a resolution reciting the description of the facilities and the City's limited obligation to pay for them; (ii) a bill of sale conveying the facilities to the City; and (iii) the revenue certificate itself.

SECTION 2. New Program. There is hereby established a second financing program available only for facilities valued at less than fifty thousand dollars (\$50,000) but greater than seventy five hundred dollars (\$7,500), as follows:

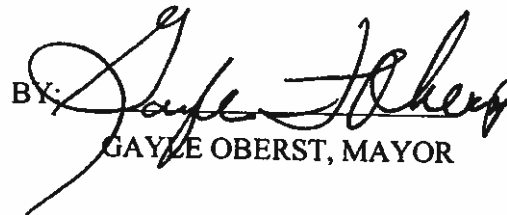
- a. Qualification to participate is the same as the existing program.
- b. All terms and conditions are the same as the existing program, except the revenue certificate shall be payable at the rate of seventy-five percent (75%) of impact fees collected by the City and the certificate shall expire five (5) years after date of issuance.

SECTION 3. No Right to Participate. No person shall be entitled as a matter of right to participate in either program. Regardless of qualification, the City Manager shall have the discretion to deny in writing participation where, due to the condition, the availability of service, the business needs or the planning objectives of either or both of the water or sewer enterprise systems, the public interest would not be served by purchasing facilities under the relevant program. Any party denied participation may appeal the City Manager's written denial to the City Council by written notice delivered to the City Clerk within 20 days after receipt of the denial. The City Council's decision shall be based upon competent, substantial evidence adduced at a hearing on the appeal and shall be sustained if supported by any such evidence.

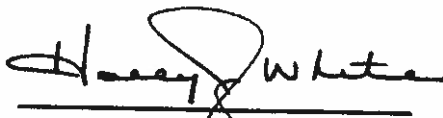
THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON PASSAGE.

PASSED IN REGULAR SESSION THIS 11th DAY OF SEPTEMBER, 2008.

CITY OF PANAMA CITY BEACH

BY: 
GAYLE OBERST, MAYOR

ATTEST:



HOLLY WHITE, CITY CLERK

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Fire Rescue/Ray Morgan

2 MEETING DATE:

September 10, 2020

3. REQUESTED MOTION/ACTION:

Approve Resolution 20-171 authorizing the the purchase of a 2020 Chevrolet Silverado 4wd for the amount of \$26,228.40 for the Beach Fire Rescue Department.

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 Fire and Rescue Department requests approval for the purchase of a new 2020 Chevrolet Silverado to serve as a rescue response vehicle staged at Station 30. This unit will respond to all emergencies with its defined primary purpose of responding to medical calls. We are currently responding to these calls via a dedicated wildland firefighting unit which is not configured to be used in a general emergency response manner.

On August 8, 2020 the Department published a notice to receive bids for one beach fire rescue truck with a deadline of 11 a.m. August 20, 2020. The City received one bid from Garber Chevrolet. The bid meets all the technical specifications set forth by the City and is within budget for the purchase.

Staff recommends approval.

RESOLUTION 20-171

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF ONE CHEVROLET SILVERADO WORK TRUCK FROM GARBER CHEVROLET BUICK GMC, INC., IN THE TOTAL AMOUNT OF \$26,228.40; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Garber Chevrolet Buick GMC, Inc., relating to the purchase of one Chevrolet Silverado 1500 4WD Double Cab 147" Work Truck, for a total amount of Twenty Six Thousand, Two Hundred Twenty Eight Dollars and Forty Cents (\$26,228.40) on substantially the terms and conditions of the quote 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



Panama City Beach Fire Rescue

| | |
|------------------|----------|
| UNSPSC Code | 25101507 |
| Line # | 187 |
| Unit Description | CK10753 |

Prepared for:

Prepared by:

8/6/2020
 Panama City Beach Fire Rescue
 Beach Rescue Fire Truck
 RFP# 082020 PCBFD

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

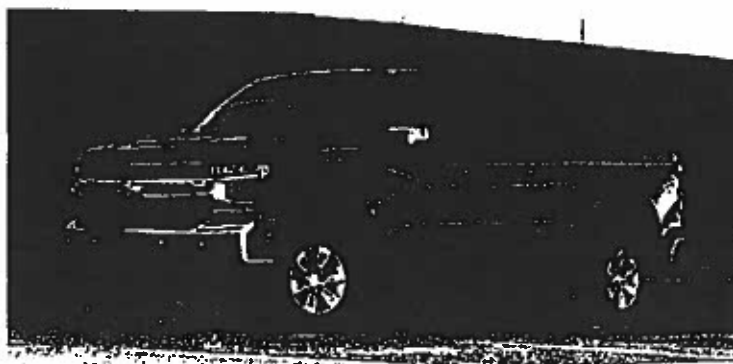


Prices are published by the State of Florida Department of Management Services
https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements
 Purchasing contract number is 25100000-19-1, expiring November 16, 2020 for Motor Vehicles. If you have any questions regarding this quote please call!

| | | | | Base Price |
|--|--|------------|--------------|---------------------|
| Codes | Optional Equipment | Unit Price | DEM Discount | Net Price |
| CK10753 | 2020 Chevrolet Silverado 1500 4WD Double Cab 147" Work Truck | | | \$23,376.00 |
| 2021 | Carryover Pricing: 2021 Model at 2020 Contract Price | Included | | \$0.00 |
| 1WT | Work Truck Preferred Equipment Group | Included | | \$0.00 |
| L82 | Engine, 5.3L EcoTec3 V8 | 1395 | (\$27.90) | \$1,367.10 |
| MYC | Transmission, 6-speed automatic | Included | | \$0.00 |
| G7C | Red Hot | Included | | \$0.00 |
| H2G | Jet Black, Vinyl seat trim | Included | | \$0.00 |
| RD6 | Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel | Included | | \$0.00 |
| QDV | Tires, 265/70R17 all-terrain, blackwall | 200 | (\$4.00) | \$196.00 |
| GU6 | Rear axle, 3.42 ratio | Included | | \$0.00 |
| G80 | Differential, heavy-duty locking rear (Std in State Contract Specs) | Included | | \$0.00 |
| Z82 | Trailer Package | 395 | (\$7.90) | \$387.10 |
| ZLQ | WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (Q75) EZ Lift power lock and release tailgate, (K34) cruise control, (DLF) power mirrors | 695 | (\$13.90) | \$681.10 |
| STD | Power Windows and Door Locks | Included | | \$0.00 |
| NZZ | Skid Plates | 150 | (\$3.00) | \$147.00 |
| VK3 | License plate kit, front | N/C | | \$0.00 |
| SH1 | Key equipment, two additional keys for single key system Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) | 45 | (\$0.90) | \$44.10 |
| PROG | Program (2) Additional Factory Provided Keys | 30 | | \$30.00 |
| HOODX | Recovery hooks, front, frame-mounted, black | Included | | \$0.00 |
| T&D | Temporary Tag and Delivery | Included | | \$0.00 |
| TOTAL PURCHASE AMOUNT PER VEHICLE | | | | \$ 26,228.40 |



Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck





Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Selected Model and Options

MODEL

| CODE | MODEL | MSRP |
|---------|--|-------------|
| CK10753 | 2020 Chevrolet Silverado 1500 4WD Double Cab 147" Work Truck | \$35,700.00 |

COLORS

| CODE | DESCRIPTION | MSRP |
|------|-------------|--------|
| G7C | Red Hot | \$0.00 |

EMISSIONS

| CODE | DESCRIPTION | MSRP |
|------|---------------------------------|--------|
| FE9 | Emissions, Federal requirements | \$0.00 |

ENGINE

| CODE | DESCRIPTION | MSRP |
|------|--|------------|
| L82 | Engine, 5.3L EcoTec3 V8 with Active Fuel Management, (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) | \$1,395.00 |

TRANSMISSION

| CODE | DESCRIPTION | MSRP |
|------|--|--------|
| MYC | Transmission, 6-speed automatic, electronically controlled (STD) | \$0.00 |

GVWR

| CODE | DESCRIPTION | MSRP |
|------|--|--------|
| C5W | GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (LV3) 4.3L EcoTec3 V6 engine or (L3B) 2.7L Turbo engine. Requires Double Cab 4WD model and (L82) 5.3L EcoTec3 V8 engine.) | \$0.00 |

AXLE

| CODE | DESCRIPTION | MSRP |
|------|-----------------------|--------|
| GU6 | Rear axle, 3.42 ratio | \$0.00 |

PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | MSRP |
|------|--|--------|
| 1WT | Work Truck Preferred Equipment Group includes standard equipment | \$0.00 |

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Data Version: 11572. Data Updated: Aug 5, 2020 11:03:00 PM PDT.



Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

WHEELS

| CODE | DESCRIPTION | MSRP |
|------|---|--------|
| RD6 | Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD) | \$0.00 |

TIRES

| CODE | DESCRIPTION | MSRP |
|------|---|----------|
| QDV | Tires, 265/70R17 all-terrain, blackwall | \$200.00 |

SPARE TIRE

| CODE | DESCRIPTION | MSRP |
|------|---|------|
| XCQ | Tire, spare 265/70R17SL all-season, blackwall (Requires (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.) | Inc. |

PAINT

| CODE | DESCRIPTION | MSRP |
|------|-------------|--------|
| G7C | Red Hot | \$0.00 |

SEAT TYPE

| CODE | DESCRIPTION | MSRP |
|------|---|--------|
| A52 | Seats, front 40/20/40 split-bench (STD) | \$0.00 |

SEAT TRIM

| CODE | DESCRIPTION | MSRP |
|------|----------------------------|--------|
| H2G | Jet Black, Vinyl seat trim | \$0.00 |

RADIO

| CODE | DESCRIPTION | MSRP |
|------|--|--------|
| 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) | \$0.00 |

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Data Version: 11572. Data Updated: Aug 5, 2020 11:03:00 PM PDT.



Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

ADDITIONAL EQUIPMENT - PACKAGE

| CODE | DESCRIPTION | MSRP |
|------|--|----------|
| Z82 | Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Included with (PEB) WT Value Package.) | \$395.00 |
| ZLQ | WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (K34) cruise control, (DLF) power mirrors; (When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps. | \$695.00 |

ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION | MSRP |
|------|--|----------|
| --- | Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L82) 5.3L EcoTec3 V8 engine.) | Inc. |
| G80 | Differential, heavy-duty locking rear (Included with (Z71) Z71 Off-Road Package.) | \$395.00 |
| KNP | Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.) | Inc. |
| NZZ | Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.) | \$150.00 |

ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION | MSRP |
|------|--|--------|
| DLF | Mirrors, outside heated power-adjustable (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps) | Inc. |
| QT5 | Tailgate, gate function manual with EZ Lift, includes power lock and release (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.) | Inc. |
| VK3 | License plate kit, front | \$0.00 |

ADDITIONAL EQUIPMENT - INTERIOR

| CODE | DESCRIPTION | MSRP |
|------|---|---------|
| 5H1 | Key equipment, two additional keys for single key system. Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete.) | \$45.00 |
| AQQ | Remote Keyless Entry, with 2 transmitters (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.) | Inc. |
| K34 | Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package) | Inc. |

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Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

| CODE | DESCRIPTION | MSRP |
|----------------------|---|-------------------|
| CTT | Hitch Guidance (Included and only available with (Z82) Trailering Package) | Inc. |
| Options Total | | \$3,275.00 |

Price Summary

PRICE SUMMARY

| | MSRP |
|--------------------|--------------------|
| Base Price | \$35,700.00 |
| Total Options | \$3,275.00 |
| Vehicle Subtotal | \$38,975.00 |
| Destination Charge | \$1,595.00 |
| Grand Total | \$40,570.00 |

Standard Equipment

Mechanical

- Durabed, pickup bed
- Engine, 4.3L EcoTec3 V6 with Active Fuel Management, (285 hp [212 kW] @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3900 rpm) (STD)
- Transmission, 6-speed automatic, electronically controlled (STD)
- Rear axle, 3.42 ratio
- GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (LV3) 4.3L EcoTec3 V6 engine or (L3B) 2.7L Turbo engine. Requires Double Cab 4WD model and (L82) 5.3L EcoTec3 V8 engine.)
- Transfer case, single speed electronic Autotrac with rotary dial control (4WD models only)
- Four wheel drive
- Cooling, external engine oil cooler (Not available with (L3B) 2.7L Turbo engine.)
- Battery, heavy-duty 730 cold-cranking amps/70 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (LV3) 4.3L EcoTec3 V6 engine.)
- Alternator, 170 amps
- Frame, fully-boxed, hydroformed front section
- Steering, Electric Power Steering (EPS) assist, rack-and-pinion
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Brake lining wear indicator

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 Data Version: 11572 Data Updated: Aug 5, 2020 11:03:00 PM PDT



Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Mechanical

Capless Fuel Fill
Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
Tires, 255/70R17 all-season, blackwall (STD)
Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
Bumpers, front, Black (semi-gloss)
Bumpers, rear, Black (semi-gloss)
CornerStep, rear bumper
Recovery hooks, front, frame-mounted, black (Included with 4WD models or on 2WD models with (PQA) WT Safety Package. Available free flow on 2WD models.)
Cargo tie downs (12), fixed rated at 500 lbs per corner
Grille (Black bars and mesh inserts.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Taillamps, with incandescent tail, stop and reverse lights
Mirrors, outside manual, Black
Glass, solar absorbing, tinted
Door handles, Black
Tailgate and bed rail protection cap, top
Tailgate, locking utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered.)
Tailgate, gate function manual, no EZ Lift

Entertainment

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)
Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
Bluetooth for phone, connectivity to vehicle infotainment system

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Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Interior

Seats, front 40/20/40 split-bench (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models.)

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models.)

Power outlet, front auxiliary, 12-volt

USB port, located on instrument panel

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

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Vehicle: [Fleet] 2020 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Safety-Interior

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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CONSENT ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
September 10, 2020

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 20-172 for temporary closure on portions of Front Beach Road, and extraordinary traffic control on portions of Front Beach Road, Lullwater Drive, Panama City Beach Parkway and Powell Adams Drive Rd.

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 Ironman 70.3 Gulf Coast Triathlon, will be held on November 7, 2020.

The event necessitates temporary closure of Front Beach Road from Pier Park Drive to Powell Adams Drive intersection and careful traffic control and extraordinary usage or control on Lullwater Drive, Panama City Beach Parkway from Lullwater Drive to Powell Adams Drive, and Powell Adams Drive.

Staff recommends approval.

RESOLUTION 20-172

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE “IRONMAN 70.3 GULF COAST” TRIATHLON; AUTHORIZING TEMPORARY CLOSURE OF FRONT BEACH ROAD FROM PIER PARK DRIVE TO POWELL ADAMS ROAD INTERSECTION ON SATURDAY NOVEMBER 7, 2020 AND SUNDAY, NOVEMBER 8, 2020; AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF PORTIONS OF FRONT BEACH ROAD, LULLWATER DRIVE, PANAMA CITY BEACH PARKWAY AND POWELL ADAMS ROAD.

WHEREAS, the Ironman Florida is hosting the Ironman 70.3 Gulf Coast, a 1.2 mile swim, 13.1 mile run and 56 mile bike event (the “Event”) on Saturday, November 7, 2020 in Panama City Beach: and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of Front Beach Road from Lullwater Drive to Powell Adams Drive intersection, Lullwater Drive, Panama City Beach Parkway from Lullwater Drive to Powell Adams Road, Powell Adams Road, and Front Beach Road from the intersections of Lullwater Drive to Pier Park Drive in the corporate limits of Panama City Beach.

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

1. Front Beach Road from Pier Park Drive to Powell Adams Road shall be closed to vehicular traffic for the Event during the hours of 2:00 A.M. on Saturday, November 7, 2020 until 2:00 A.M. on Sunday, November 8, 2020.
2. During the hours of 2:00 A.M. on Saturday, November 7, 2020 until 2:00 A.M. on Sunday, November 8, 2020, all vehicular traffic shall be rerouted or otherwise controlled on the following roads:

- a. Lullwater Drive.
 - b. Panama City Beach Parkway from Lullwater Drive to Powell Adams Road.
 - c. Powell Adams Road.
3. During the hours of 2:00 A.M. on Saturday, November 7, 2020 until 2:00 A.M. on Sunday, November 8, 2020 Front Beach Road from Lullwater Drive to Pier Park Drive shall be limited to local traffic.

THIS RESOLUTION shall be effective immediately upon passage.

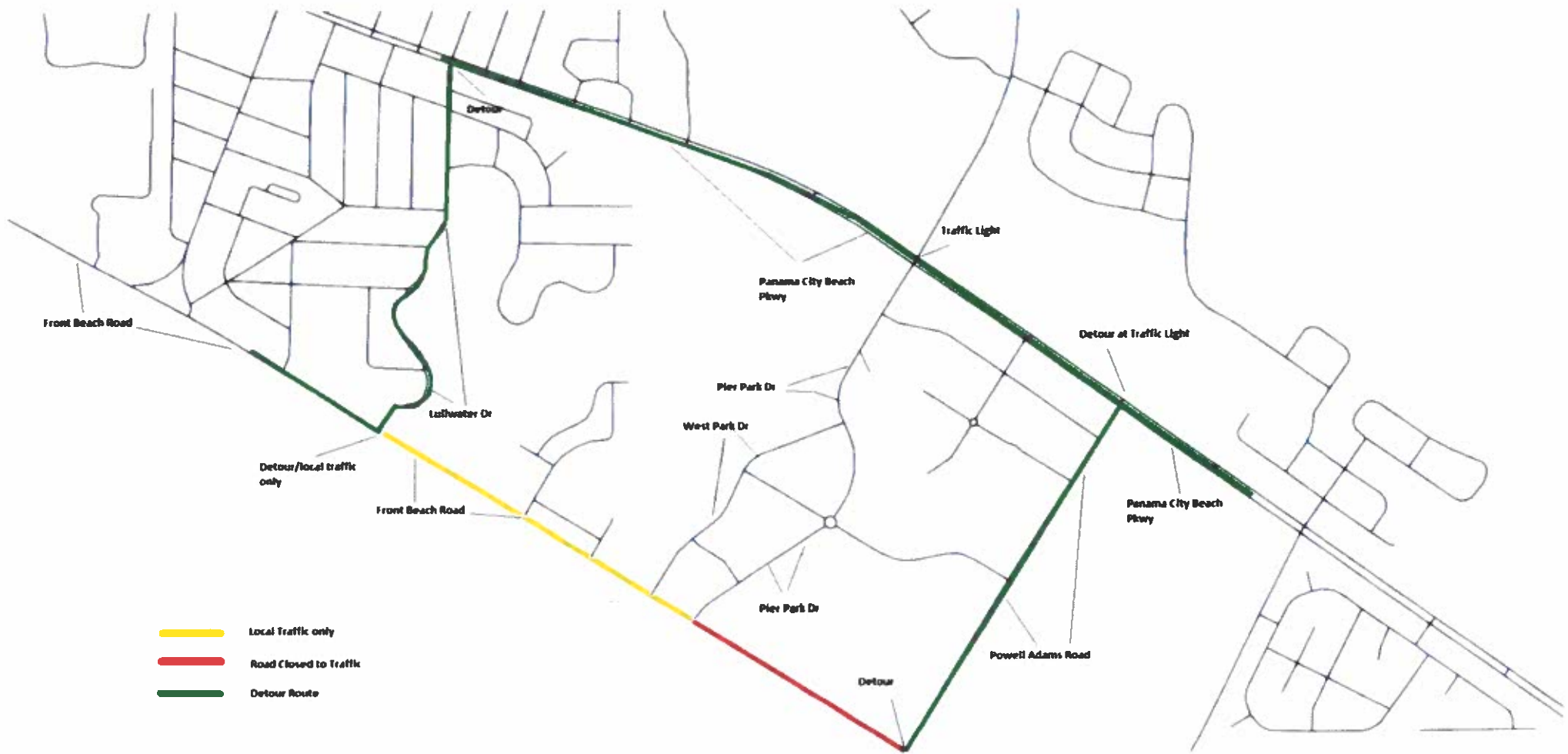
PASSED in regular session this ___ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



-  Local Traffic only
-  Road Closed to Traffic
-  Detour Route

CONSENT ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration

2. MEETING DATE:

September 10, 2020

3. REQUESTED MOTION/ACTION:

Approve a change to the PTO policy.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?

DETAILED BUDGET AMENDMENT ATTACHED

YES NO
YES NO

N/A
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?

During the 8/28/2020 Council meeting, a PTO policy was approved. There was an accidental omission from the policy regarding the Annual Cash-Out Option available for employees. The addition to the policy is below.

K. Annual Cash Out Option

Each December there will be an optional cash out of PTO. You must keep at least 40 hours of PTO in your PTO bank, but the City may purchase back at your current rate of pay between 40-80 hours annually, depending on your years of service. General Employees with 1-4 years of service can sell 40 hrs.; 5-10 years: 50 hrs.; 11-14 years: 60 hrs.; 15-19 yrs.: 70 hours; 20+ yrs.: 80 hrs. Fire Employees (2,756) with 1-4 years of service can sell 53 hrs.; 5-10 years: 66 hrs.; 11-14 years: 79 hrs.; 15-19 yrs.: 92 hours; 20+ yrs.: 106 hrs.

Requests for Cash-out must be received no later than December 1st and will be paid on the first available payday in December (Should the first pay date in December be scheduled for December 1st, the Cash-out will be paid by the following pay date).

Staff Recommends Approval.

RESOLUTION 20-173

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMENDED PAID TIME OFF POLICY PROVIDING FOR ANNUAL CASH-OUT FOR CITY EMPLOYEES.

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

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

THIS RESOLUTION shall be effective immediately upon its passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Title: Paid Time Off (PTO) Policy

Effective Date: January 1, 2021

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

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

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

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

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

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

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

B. Eligibility

All full-time employees are eligible to earn PTO.

C. Restrictions on Accumulation of PTO

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

Earned PTO may not exceed:

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

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

D. Payout of PTO Upon Separation from Employment

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

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

E. Use of PTO

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

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

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

F. Exhaustion of PTO Leave

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

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

G. Approval of PTO Leave Requests

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

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

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

H. PTO Advances Prohibited

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

I. PTO Records

PTO accumulation and usage records for all employees shall be maintained by the timeclock

and Payroll. No PTO shall be granted except on the basis of such PTO records.

J. Sick Leave Bank (SK1)

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

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

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

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

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

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

K. Annual Cash Out Option

Each December there will be an optional cash out of PTO. You must keep at least 40 hours of PTO in your PTO bank, but the City may purchase back at your current rate of pay between 40-80 hours annually, depending on your years of service. General Employees with 1-4 years of service can sell 40 hrs.; 5-10 years: 50 hrs.; 11-14 years: 60 hrs.; 15-19 yrs.: 70 hours; 20+ yrs.: 80 hrs. Fire Employees (2,756) with 1-4 years of service can sell 53 hrs.; 5-10 years: 66 hrs.; 11-14 years: 79 hrs.; 15-19 yrs.: 92 hours; 20+ yrs.: 106 hrs.

Requests for Cash-out must be received no later than December 1st and will be paid on the first available payday in December (Should the first pay date in December be scheduled for December 1st, the Cash-out will be paid by the following pay date).

CONSENT ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

HUMAN RESOURCES / LORI PHILPUT

2. MEETING DATE:

September 10, 2020

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION 20-174 AUTHORIZING A TASK ORDER WITH HAGERTY CONSULTING FOR COVID-19 RESPONSE AND RECOVERY SUPPORT SERVICES.

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?

FEDERAL AND STATE AUTHORITIES HAVE AUTHORIZED SEVERAL PROGRAMS TO ALLOW THE CITY TO RECOVER EXPENSES INCURRED RELATED TO THE COVID-19 PANDEMIC, INCLUDING THE FEMA PUBLIC ASSISTANCE PROGRAM, THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT.

THE CITY HAS A CURRENT COMPETITVELY PROCURED CONTRACT WITH HAGERTY CONSULTING FOR DISASTER RECOVERY CONSULTING SERVICES. THAT AGREEMENT ALLOWS WITH ADDITIONAL TASKS TO BE ASSIGNED BY TASK ORDER. APPROVAL OF THIS TASK ORDER IS CONSISTENT WITH THE CITY'S PROCUREMENT POLICIES.

UNDER THE TASK ORDER, HAGERTY WILL PROVIDE GUIDANCE TO STAFF TO MAXIMIZE RECOVERY UNDER AVAILABLE STATE AND FEDERAL RESOURCES AS WELL AS IDENTIFY EXPENDITURES INCURRED AS A RESULT OF COVID-19 THAT ARE ELIGIBLE FOR FUNDING.

THE TASK ORDER IS BILLED ON A TIME AND MATERIALS BASIS CONSISTENT WITH THE CITY EXISTING AGREEMENT FOR A NOT TO EXCEED AMOUNT OF \$25,000.

STAFF RECOMMENDS APPROVAL.

RESOLUTION 20-174

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH HAGERTY CONSULTING FOR COVID-19 RESPONSE AND RECOVERY SUPPORT SERVICES IN THE INITIAL NOT TO EXCEED AMOUNT OF \$25,000.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order 2020-01 to the Professional Services Contract for Disaster Recovery Consulting Support, relating to the COVID-19 response and recovery support services, in the initial not to exceed amount of Twenty-Five Thousand Dollars (\$25,000.00), in substantially the quote attached and presented to the Council today, dated September 2, 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



September 2nd, 2020

Mrs. Lori Philput
Human Resources & Risk Management Director
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

Subject: Proposal for COVID-19 Response and Recovery Support Services – Panama City Beach Cost Recovery and Coronavirus Relief Fund Programs

Dear Mrs. Philput,

Thank you for the opportunity for Hagerty Consulting, Inc. (Hagerty) to provide you with a quote for an additional task order under Hagerty's existing Professional Services Contract for disaster recovery consulting support services. This task order would specifically relate to Panama City Beach's costs incurred in response to the ongoing response and recovery efforts associated with COVID-19. Pursuant to the President's Emergency Declaration, eligible Category B Emergency Protective Measures costs will be reimbursed through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. Additional funding may also be available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, such as the Coronavirus Relief Fund (CRF) from the State of Florida through Bay County.

On May 14th, FEMA Headquarters issued a memo stating all COVID-19 Projects must be submitted within 60 days of the end of the Public Health Emergency, which is currently scheduled for October 23rd, 2020. If this position is maintained, **the City must turn in full projects identifying activities into Grants Portal by December 22nd, 2020.** Hagerty recommends maintaining an aggressive project formulation timeline to meet this requirement.

Additionally, the allocations of the CRF must be spent by December 31st, 2020. Currently Bay County is identifying strategies to allocate these costs for eligible costs for reimbursement. There may be opportunity for the City to request additional funding to implement programs to support the citizens and small businesses within Panama City Beach.

The following provides an overview of the scope of work and anticipated workload of the Hagerty team to develop this application. The scope reflects the unknown and constantly evolving nature of the COVID-19 global pandemic, the needs of the City, and the magnitude of this incident on the City.

Scope of Work:

To execute the scope of work, Hagerty will provide consultants, templates, and guidance to the City to assist in grants management tasks. Those services will include:

- Provide FEMA PA Category B guidance to City staff, as directed;
- Develop program proposals to submit to Bay County for New COVID-19 programs to address economic and other impacts of COVID-19;
- Update and support the City on evolving funding programs, policies, and opportunities (FEMA, HHS, CARES, etc.);
- Support the identification of expenditures incurred as a direct result of COVID-19 that are eligible for Public Assistance and CARES Act Funding such as CRF;

- Support the organization and submission of documentation for reimbursement;
- Liaise with City departments for cost identification and tracking;
- Responding to Florida Division of Emergency Management (FDEM) or FEMA requests for information (RFIs) during their review periods;
- Guide the City in Project Submission through FEMA's Grants Portal; and
- Provide procurement eligibility and compliance guidance.

Proposal Quote

Hagerty continues to offer these services on a **time-and-materials basis**, inclusive of both labor, travel, and other direct cost expenses. Labor will be billed on an hourly basis and travel costs will be billed in alignment with General Services Administration (GSA) Federal Travel Regulations (FTR) and will not include mark-up. Other direct costs, such as the costs related to the QuickBase Grants Management System, will also be directly billed to the City with no mark-up included. Hagerty proposes the increase to the initial not-to-exceed (NTE) value of Hagerty's current contract by twenty-five thousand dollars (**\$25,000**).

Thank you for considering our proposal for assistance on your COVID-19 response and recovery effort. If you have any questions, feel free to reach me using the contact information below.

Sincerely,



Mark T. O'Mara
Director of Recovery
Hagerty Consulting
mark.omara@hagertyconsulting.com
717-676-0278

CONSENT ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2 MEETING DATE:

September 10, 2020

3. REQUESTED MOTION/ACTION:

Approve a Task Order with Infrastructure Solution Services for design and construction phase services for development of replacement of City Lift Station 4 relocated to a new site outside the CRA limits.

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 Utilities Department budgeted funds in its 5-year Capital Improvements Plan for the replacement of the City's wastewater Lift Station #4 located within the Front Beach Road right-of-way (r.o.w.). This station was constructed in 1968 and is at the end of its service life and does not have several required operational components that a newly constructed station would require. Its current location within the road r.o.w. also conflicts with planned improvements in CRA segment 4.1. A new dedicated site outside of the r.o.w. will be necessary. The selected site is still privately owned and City legal and utilities staff are working to secure it, pending Council approval, for this critical purpose. Due to required time for design and construction of a large primary lift station serving 2.8 miles of Front Beach Road commercial and residential development, design work must begin now to avoid delays in the current CRA schedule for roadway Segment 4.1

Staff requested a proposal from Infrastructure Solution Services, Inc. (ISS) to provide the necessary geotechnical/civil/mechanical/electrical engineering design and construction phase services for the new station. Attached for your review is their proposal as Attachment "A" which includes scope/fee costs for ISS and the needed subconsultants under their current Master Services Agreement for major wastewater projects. Staff has reviewed the proposal and finds that the requested fee of \$268,000 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 project is scheduled for completion in Fiscal Year 2021. The total conceptual construction cost of the proposed replacement lift station and connecting piping is approximately \$2.5M. Other costs directly related to the relocation effort will be incurred as part of the utilities portion of the upcoming CRA Segment 4.1 project when that contract is awarded.

RESOLUTION 20-176

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING TASK ORDER 3 WITH INFRASTRUCTURE SOLUTION SERVICES FOR DESIGN SERVICES ASSOCIATED WITH THE RELOCATION OF LIFT STATION 4 IN THE BASIC AMOUNT OF \$268,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order 3 to that certain Master Services Agreement between the City and Infrastructure Solution Services relating to professional Utility Engineering Services-Major Wastewater, for design services concerning the replacement and relocation of Lift Station 4, in the amount of Two Hundred Sixty Thousand Dollars (\$261,000.00), together with a Seven Thousand Dollar (\$7,000.00) allowance for Geotechnical investigation work, in substantially the form attached and presented to the Council today, draft dated September 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



INFRASTRUCTURE SOLUTION SERVICES

ISS TASK ORDER PCB-007 CITY OF PANAMA CITY BEACH LS #4 REPLACEMENT PROJECT

Section I. BACKGROUND

The City of Panama City Beach is in the midst of a beachfront redevelopment that requires aging infrastructure to be expanded and improved. The streetscape redevelopment of Front Beach Road has resulted in corridor improvements that require Lift Station #4 (LS #4) to be relocated to another site. The City Utilities Department is relocating LS #4 (currently located on the south side of Front Beach Road in front of the Driftwood Lodge and Calypso Resort), and thereby the City is replacing their aging LS #4 to meet future growth, and to meet current standards. To determine the most viable location of LS #4, the City/ Infrastructure Solution Services (ISS) Team recently completed an evaluation. The City/ISS Team evaluated options, found no great choice, and eventually determined that the site 450 LF immediately north of the existing LS#4 was the most viable for the City and sewer rate payers. The City of Panama City Beach has requested this Task Order from the ISS Team to provide professional design services working with the City Team on this important project.

Section II. SCOPE OF SERVICES, Field Services, Preliminary Design Services, Final Design Services, Permitting, Bidding, ESDC

TASK 1 FIELD SERVICES

a) **Field Services – Survey**

ISS will use the existing City survey inclusive of locates for the design of the LS #4 Project. ISS will have an on-site kickoff meeting with City personnel regarding project scope, deliverables, and deadlines.

b) **Field Services - Geotechnical**

The geotechnical investigation services that will be required for the proposed lift station, the retaining wall, the piping, and stormwater management system.

TASK 2 DESIGN SERVICES

a) **Preliminary (30%) Design Services**

This effort will include the preliminary design for the City of Panama City Beach LS #4 (see Attachment A for LS #4 Layout). This preliminary design work will be for an approximately 1.2 MGD master lift station. The existing 21-inch gravity sewer would be intercepted and extended approximately 400 feet from the north right of way of Front Beach Road to the new site. The Engineer shall complete design calculations for the system. A new force main would connect to the existing 12-inch force main on the north side of Front Beach Road including provisions for connection to a future replacement force main to be constructed under an upcoming CRA roadway improvement program. The Engineer will be responsible for interfacing with adjacent property owners as required. The City will review the 30% submittal and comments will be received by the Engineer to be carried forward into the 60% phase.

ISS shall coordinate all of this design work with the City's CRA consultant, Dewberry Engineers for a seamless and coordinated integration of the proposed project with their roadway and utilities improvements. This project design will include, but is not

limited to, the following list of project components that will be prepared in the preliminary design and carried forward through the final design phase:

- 1) Gravity sewer from coordinated tie-in point to proposed lift station site, gravity main for connections
- 2) Terminal manhole
- 3) Gate valve
- 4) Basket hoist, electrically operated
- 5) Access hatch with safety screenings basket
- 6) Odor control system connections (for future odor control)
- 7) Lift station wet well structure with lid, ventilation, accessories
- 8) Pumping system with all components, wet well and discharge piping
- 9) Valves and manifold on pump discharge
- 10) MCC, Electrical Panel for LS, RTU in precast enclosure with dual a/c units
- 11) LS Pump-out connections
- 12) Discharge force main from LS to connect to coordinated point within FBR R/W
- 13) Generator with automatic transfer switch for power needs of the LS site
- 14) Fuel storage tank for generator
- 15) Flowmeter on the discharge force main, w/bypass
- 16) Transformer and power drop
- 17) Retaining wall along east side of site if necessary
- 18) Bollards
- 19) Fencing or wall with visual screening
- 20) Underground electric service
- 21) Watermain and appurtenances
- 22) Access driveway paved
- 23) Ingress/egress/utility easement
- 24) Stormwater management basins and permitting
- 25) Restoration of site associated with piping

b) Final (60%) Design Services

The Engineer shall prepare and submit (60%) design construction plans and cost estimate for the City LS #4 Project. This submittal shall include the LS #4 project features as defined above. This 60% submittal will be reviewed by the City Staff. City review comments on the 60% submittal will be received by the Engineer to be carried forward into the 90% phase.

c) Final (90%) Construction Document Design Services

The Engineer shall prepare and submit (90%) design construction plans and cost estimate for the City LS #4 Project. This submittal shall include the LS #4 project features as defined above. This submittal will be reviewed by the City Staff. City review comments on the 90% submittal will be received by the Engineer and incorporated/addressed in the 100% phase.

d) Final (100%) Bid Document Design Services

The Engineer shall prepare and submit final (100%) construction plans and cost estimate for the City LS #4 Project. This submittal shall include the final biddable contract documents and an Engineer's Opinion of Probable Cost. This submittal will be provided to the City Staff. This submittal will be approved by the City Staff for bidding purposes.

e) Permitting Services

The ISS Team will have a pre-application meeting with the FDEP for the permitting of this project. The project will include the Wastewater Collection and Transmission Permit and the ERP permitting for the work associated with the Lift Station and other aspects of the collection system, plus the site improvements and stormwater management system. City approvals will

be completed by the Engineer with insights from Utility Staff. Project Management & Administration shall occur throughout the design.

TASK 3 BIDDING ASSISTANCE SERVICES

- a) Compile the bid documents in PDF format and provide to the City for bidding purposes
- b) Conduct the pre-bid meeting
- c) Prepare answers to bidder questions for the City to use in preparation and distribution of bid addenda. Track the planholders and issue addenda. Provide electronic copy of all addenda materials to the City for posting on City website.
- d) Review bids and investigate bidder qualifications
- e) Prepare a written recommendation for award of the construction contract
- f) Project Management & Administration

TASK 4 ENGINEERING SERVICES DURING CONSTRUCTION

- a) Prepare for and conduct the pre-construction meeting.
- b) Review and approve shop drawings. Provide approved copies of all shop drawings in digital, searchable format at closeout.
- c) Review and answer Contractor requests for information (RFI.)
- d) Provide field observations at critical points in the construction. Based on 210 day construction contract. Inspection time will be weighted based on 550 hours to be on site more during active work that cannot be inspected after installation or being covered.
- e) Field and written communications with the Contractor.
- f) Review and approve Contractor pay requests.
- g) Determine Substantial and Final completion.
- h) Approve and submit final record drawings based on the Contractor redlines and the as-built survey information provided by the Contractor's Professional Surveyor.
- i) Provide Manufacturer-based operation and maintenance manuals in digital, searchable format.
- j) Prepare certificates of completion to submit to agencies and close out the project.
- k) Project Management & Administration

ISS shall coordinate all of this ESDC work with the City's CRA consultant, Dewberry Engineers for a seamless and coordinated integration of the proposed project with their roadway and utilities improvements.

Section III. SUBCONSULTANTS

The ISS Team will utilize a geotechnical subconsultant, Southern Earth Science, as necessary on this project.

Section IV. PERMITTING

The LS #4 Project will require Wastewater Collection/Transmission System Permitting and Environmental Resource Permitting. ISS will prepare complete permit applications for City execution, and then respond to all RAI's to ensure permit issuance in a timely manner.

Section V. OWNER'S RESPONSIBILITY

The City of Panama City Beach will provide all available design related information on the existing LS #4, force main, and gravity system. The City will mark up City related utilities or other infrastructure to be connected to or avoided in this project. The City will review and provide comments on the preliminary design, the 60%, and the 90% design documentation. The City will handle all aspects of property acquisition to include the joint access/egress with adjacent property

owners. All legal representations on this project related to the property ownership issues shall be the responsibility of the City. The City will be responsible for all permit fees, as required.

Section VI. DELIVERABLES

The ISS Team will provide the following deliverables to the City of Panama City Beach:

| Task # | Deliverables |
|---------------|---|
| 1 | One (1) Electronic set and two (2) hard copies of the Preliminary Design Info and Cost Estimate |
| 2 | One (1) Electronic set two (2) hard copies of the 60% Plans (36x24) and Cost Estimate |
| 3 | One (1) Electronic set and Three (3) hard copy sets of the 90% Plans (36x24) and specs and Cost Estimate |
| 4 | One (1) Electronic set two (2) hard copies (36x24) of the final 100% with final ready-to-bid Contract Documents including permits, geotechnical |
| 5 | One (1) Electronic copy and three (3) hard copies (36x24) of the conformed 100% Contract Documents in PDF format. |

Section VII. SCHEDULE

This ISS project schedule was developed based on similar master lift station projects and ISS will make every effort to beat this design schedule to meet the needs of the City. The scheduled calendar days start from receipt of the City provided information and NTP to the ISS Team.

| TASK NAME | TASK DAYS | CUMUL DAYS NTP |
|---|------------------|-----------------------|
| Field Services (Geotechnical) | 30 | 30 |
| Preliminary Design of LS-#4 | 25 | 25 |
| Owner Preliminary Design Review | 7 | 32 |
| 60% Plans, Specs, Cost Estimate | 25 | 57 |
| Owner 60% Plans Review & ISS QC Review | 7 | 64 |
| Permit Application Submittals | 10 | 74 |
| 90% Plans, Specs, Cost Estimate, Permit Submittal | 30 | 94 |
| Permit Review Approvals | 30 | 104 |
| Owner 90% Plans Review & ISS QC Review | 7 | 101 |
| 100% Plans, Specs, Contract Documents | 10 | 111 |
| Total Duration for Design Phase w/Reviews | | 111 |

** Permit submittal and Approval will occur simultaneous to Owner 90% review.*

Section VIII. METHOD OF COMPENSATION

The City of Panama City Beach shall compensate the ISS Team for this LS #4 project scope of work at the lump sum fee amount based on the breakdown below. An industry standard USDA Engineering Fee Curve is provided as a relative comparison. The Construction cost for LS #4 Project is estimated at \$2.5 Million dollars without contingency and fees.

USDA Engineering Design Fees for LS #4 @ 7.4%* x \$2.5 Million = \$185,000

USDA Engineering Services during Constr. Fees for LS #4 @ 3.4%* x \$2.5 Million = \$85,000

The ISS total labor fee is Two Hundred Sixty One Thousand Dollars and Zero Cents (\$261,000) plus geotechnical subconsultant service allowance at a total of Seven Thousand Dollars and Zero Cents (\$7,000.00). This is a total project fee of Two Hundred Sixty Eight Thousand Dollars and Zero Cents (\$268,000). The fee cost breakdown for this City of Panama City Beach LS #4 Project is below.

| TASK # | TASK NAME | COST |
|--------------------------------------|--|-------------------|
| 1 | Preliminary Design Services (Credit \$5K for prior work) | \$ 22,100 |
| 2 | Final Design Services including permitting | \$132,800 |
| 3 | Bidding Services | \$ 10,460 |
| 4 | Engineering Services during Construction | \$ 95,640 |
| SUBTOTAL COST w/EXPENSES | | \$ 261,000 |
| GEOTECHNICAL SUBCONSULTANT ALLOWANCE | | \$ 7,000 |
| TOTAL COST | | \$ 268,000 |

The City is implementing design liquidated damages on this project at \$250/day for the first 20 calendar days beyond the 111 day design schedule. Beyond 131 calendar days the design liquidated damages will be \$500/day for each calendar day thereafter. Any daily delays in the Owner allowed 7 day response time on submittals will be added to the authorized 111 day schedule time. The City recognizes that ISS must be diligent in the preparation and submittal of permits, but permit issuance by the regulating agencies may exceed desired dates and need to be reviewed by the City relative to this project schedule. Completion is defined as receipt of 100% Biddable Plans, Specs, Contract Documents to the Owner.

Section IX. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

INFRASTRUCTURE SOLUTION SERVICES

CITY OF PANAMA CITY BEACH

 Brian Stahl, PE,
 Managing Member

 Tony O'Rourke
 City Manager

 Date

 Date

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 3

DATE: September __, 2020

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND INFRASTRUCTURE SOLUTION SERVICES, LLC RELATING TO PROFESSIONAL UTILITY ENGINEERING SERVICES – MAJOR WASTEWATER dated May 10, 2018, (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 **Lift Station #4 Replacement Project**.

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

a stipulated sum of \$ _____ ; or

a stipulated sum of **\$261,000** plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Allowance of \$ 7,000 for Geotechnical Investigation Work

a fee determined on a time-involved basis with a maximum cost of \$ _____ ;

Work shall begin on September __, 2020 and shall be completed 111 calendar days following this date. The date of completion of all work is therefore _____, 202_, subject to modification in accordance with the provisions in Attachment A. Liquidated delay damages, if any, are set at the rate of \$250 per calendar day up 20 days after the deadline, \$500 per calendar day thereafter. 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:

INFRASTRUCTURE SOLUTION SERVICES, LLC.

By: _____ Date: _____

Brian Stahl, P.E.

Its: Managing Member

ATTEST:

CITY OF PANAMA CITY BEACH, FL.

Lynne Fasone - City Clerk

By: _____ Date: _____

Tony O'Rourke - City Manager

CONSENT ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

September 10, 2020

3. REQUESTED MOTION/ACTION:

Approve the extension of a grant agreement with the Northwest Florida Water Management District for funding of engineering related to the budgeted Panama City Beach Parkway Reuse Extension 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?

The Utilities Department is currently planning to construct the Panama City Beach Parkway Reuse Extension project during the next fiscal year. This project will extend the City's large reclaimed water transmission main along Panama City Beach Parkway eastward to Chip Seal Pkwy. In June of this year, the City Council approved a letter of support to the Northwest Florida Water Management District (WMD) for grant funding in the amount of \$494,800 to provide an estimated 50% match towards construction of the project. Due to timing issues, the original \$50,000 design engineering services grant agreement with the WMD that was signed in 2019 will need to be amended.

The Agreement amendment provides additional time and staff recommends approval of the attached resolution which ratifies and confirms the original Grant Agreement 19-027, and approves Amendment No. 1 with the Northwest Florida Water Management District.

RESOLUTION 20-177

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RATIFYING AND CONFIRMING A GRANT AGREEMENT WITH THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT REGARDING PLANNING COSTS FOR THE PANAMA CITY BEACH PARKWAY REUSE EXTENSION PROJECT; AND AUTHORIZING AN EXTENSION OF THAT AGREEMENT.

BE IT RESOLVED that:

1. The appropriate officers of the City hereby ratify and confirm that certain Grant Agreement No. 19-027 between the City and the Northwest Florida Water Management District, relating to the planning and design of the Panama City Beach Parkway Reuse Extension Project, in an amount not to exceed Fifty Thousand Dollars (\$50,000), in the form attached and presented to the Council as Exhibit A, dated March 11, 2019.
2. The appropriate officers of the City are authorized to execute and deliver, and to the extent necessary to ratify, on behalf of the City Amendment No. 1 to Grant Agreement No. 19-027, in substantially the form attached and presented as Exhibit B to the Council today.

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

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE
CITY OF PANAMA CITY BEACH
GRANT AGREEMENT**

**PCB PARKWAY REUSE SYSTEM EXTENSION
GRANT AGREEMENT NO.19-027**

This Agreement (“Agreement”) is made by and between the Northwest Florida Water Management District (“District”), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333, and the City of Panama City Beach (“Grantee”), a Florida municipality, with an address of 110 South Arnold Road, Panama City Beach, Florida 32413, to provide financial assistance for the Sports Complex at Breakfast Point Reuse Project.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

1. **Terms of Agreement**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. References to days in this Agreement shall mean calendar days unless otherwise specified.

2. **Period of Agreement**

This Agreement shall begin October 1, 2017 and shall remain in effect ending on September 30, 2020. No costs incurred prior to the Period of Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

3. **Funding/Invoicing**

- A. The District agrees to provide funding not to exceed fifty thousand dollars and NO/100 (\$50,000.00) or fifty percent (50%) of the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**.
- B. The Grantee agrees to contribute match funding meeting or exceeding 50 percent of the total project cost. Grantee expenditures made during the Period of Agreement may be considered eligible match. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
- C. The Grantee shall be paid on a cost reimbursement basis for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables, identified in **Attachment A**. Invoices may be submitted no more

frequently than monthly, shall reflect actual costs incurred, and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- D. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as **Attachment B**. At a minimum, the invoice and supporting documentation submitted must contain the following information:
- i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
 - ii. A description and total dollar amount of funds being requested, as organized by task;
 - iii. A description and total dollar amount of Grantee expenditures reflecting the required 50 percent match;
 - iv. A narrative description of the work completed for which the funds are being requested, including progress (percent) toward completion of the task;
 - v. A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
 - vi. Supporting documentation of actual expenses and proof of payment for requested grant funds and matching funds, where applicable.
- E. The Grantee shall submit, at a minimum, an invoice for all expenses through the District fiscal year (October 1 – September 30) no later than twenty-one (21) days following the end of the District fiscal year.
- F. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

4. Available Funding

The District's performance and obligation to pay under this Agreement are subject to the availability of budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

5. Progress Reports

- A. The Grantee shall provide a monthly status report to the District's Project Manager via email. This informal report should include the current project status, project activities planned for the next 30 days, and other relevant project progress information, as applicable.

- B. The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 30 and October 30 each year over the term of the agreement. Progress Reports shall cover the activities completed in the six months preceding the month due (October through March; and April through September, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall review the report and provide the Grantee with any feedback within fifteen (30) days from the date submitted.

6. **Final Report**

The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

7. **Indemnification**

The District shall have no liability or responsibility to the Grantee, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project, and the Grantee shall and hereby agrees to release, indemnify and hold harmless the District against any and all injury, loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney's fees and expenses, arising out of, based upon or resulting from the Grantee's use of District funds, whether caused by the negligence of any agent, representative, employee, contractor, invitee, permittee, customer or client of the Grantee, the negligence of another or any other third party, or the negligence of the District.

Notwithstanding the foregoing, the parties acknowledge and agree that Grantee's performance under this Agreement is subject to the provisions of, and limitations in, section 768.28, Florida Statutes. Nothing herein shall be construed as i) a waiver of sovereign immunity of Grantee beyond the waiver provided in 768.28, Florida Statutes; or ii) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto, and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. **Default/Termination**

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to

terminate and shall provide the Grantee an opportunity to consult with the District regarding the reason(s) for termination.

- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice. If the District terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

9. **Remedies/Financial Consequences**

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a 1 percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. Recordkeeping; Audit

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.

11. Subcontracts

The Grantee may subcontract work under this Agreement without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

12. Prohibited Local Government Construction Preferences

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

13. Lobbying Prohibition

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

14. Compliance with Law

- C. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

- D. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.

15. Notice

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

16. Contacts

The District's Project Manager for this Agreement is identified below:

| | |
|--|------------------------------|
| Christina Coger, Resource Planning Program Manager | |
| Northwest Florida Water Management District | |
| 81 Water Management Drive | |
| Havana, FL 32333-4712 | |
| Telephone No.: | (850) 539-5999 x.213 |
| Fax No.: | (850) 539-2777 |
| E-mail Address: | Christina.Coger@nwfwater.com |

The Grantee's Project Manager for this Agreement is identified below:

| | |
|---|-------------------------|
| Albert Shortt, P.E., Utilities Director | |
| City of Panama City Beach | |
| 116 South Arnold Road | |
| Panama City Beach, FL 32413 | |
| Telephone No.: | (850) 233-5054, x. 2404 |
| Fax No.: | (850) 233-5116 |
| E-mail Address: | ashortt@pcb.gov.com |

17. Insurance

To the extent required by law, the Grantee, and its contractors, where applicable, shall be required to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this Agreement.

18. Conflict of Interest

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

19. Ownership of Property

The Grantee agrees to own, operate, and maintain any facilities or improvements constructed under this agreement. The Grantee shall ensure that, throughout its useful life, the facilities or improvements are (1) maintained properly and in accordance with applicable federal, state, and local requirements; and (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions to public health and the environment.

20. Amendments

Any amendment to this Agreement must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

21. Discrimination

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not

submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

22. Scrutinized Companies

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the District may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

23. Inspection of Work; Access

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

24. Public Records Access

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received by Grantee in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S., and must be kept and maintained in accordance therewith.
- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If the Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. In the event a request to inspect or copy public records relating to this Agreement for services is made to the District and the District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
 - ii. Upon request from the District's custodian of public records, Grantee shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to the District, all public records in possession of Grantee or keep and maintain public records required by the District to perform the services under this Agreement. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Grantee keeps and maintains public records upon

completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at ombudsman@nwfwater.com; or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

25. Publicity

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grants the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications.

26. Execution of Counterparts

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

27. Severability

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

28. Entire Agreement

This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

CITY OF PANAMA CITY BEACH

By: 
Brett J. Cyphers, Executive Director

By: 
Mario Gisbert, City Manager

Date: 2/26/19

Date: 3.11.19

List of attachments/exhibits included as part of this Agreement:

| | | |
|-------------------|----------|---|
| <u>Attachment</u> | <u>A</u> | <u>Grant Scope of Work (3 Pages)</u> |
| <u>Attachment</u> | <u>B</u> | <u>Payment Request Template (3 Pages)</u> |
| <u>Attachment</u> | <u>C</u> | <u>Progress Report Template (1 Page)</u> |
| <u>Attachment</u> | <u>D</u> | <u>Special Audit Requirements (6 Pages)</u> |

ATTACHMENT A GRANT SCOPE OF WORK

PROJECT TITLE: PCB Parkway Reuse System Extension

PROJECT LOCATION: The project will be located along US 98 between the intersections of North Glades Trail and Cauley Avenue, Panama City Beach, Florida.

PROJECT BACKGROUND: The Grantee has a 14.0 mgd capacity wastewater treatment plant (WWTP) that discharged 3.9 mgd of wastewater to surface water (wetlands) in 2015. That same year, the city utilized 2.1 mgd in reclaimed water, offsetting water demands at three parks, two schools and 883 residences. The Grantee has also constructed 10 million gallons of reclaimed water storage to meet both peak demands and provide future capacity.

PROJECT DESCRIPTION: The Grantee will survey, design and construct approximately 7,350 linear feet of 20" PVC reclaimed water pipeline and appurtenant structures along US 98 from North Glades Trail to Cauley Avenue. The project will expand reclaimed water availability to the potential new sports complex, existing residences, and future residential and commercial development planned for the Breakfast Point area. District grant funding for this project will contribute to the survey, design, permitting and construction management portions of the project only, with construction funding to be secured from other sources. Construction activities may extend beyond the timeframe of this agreement and are not required to be completed under this scope of work. Construction management activities shall only be allowed for construction activities that begin and are partially or fully completed within the Period of Agreement.

TASKS and DELIVERABLES:

Payment Request Schedule for All Tasks: Grantee may submit a payment request for cost reimbursement of expended costs no more frequently than once per month. The interim deliverable(s) and/or final deliverable(s) must be submitted and accepted in writing by the District's Project Manager prior to payment request approval. If partial payment is requested prior to completion of tasks below, a narrative summary of the task progress as indicated by percent complete, as well as any specific interim deliverables listed, must be submitted to the District's Project Manager.

Task 1: Design and Permitting

Task Description: The Grantee will procure professional surveying and engineering services in accordance with state law. The Grantee will complete the survey and design of approximately 7,350 linear feet of reclaimed water pipeline and appurtenant structures along US 98 from North Glades Trail to Cauley Avenue and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable 1a: An electronic copy of the draft design at 60% completion submitted to the District's Project Manager for review prior to submittal of the final design.

Performance Standard: The District's Project Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation.

Deliverable 1b: An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

Performance Standard: The District's Project Manager will review the final design to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation.

Deliverable 1c: A list of all required permits identifying issue dates and issuing authorities submitted to the District's Project Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard: The District's Project Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Scope of Work and this task description.

Task 2: Project Management and Construction Administration

Task Description: The Grantee will perform project management and construction administration to include: bid preparation and solicitation, field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the District's Project Manager provided prior to submitting any invoices for the subcontracted work. 2) Electronic copy of bid package including advertisement, response to questions, bid tabulation, written notice of selected contractor and copy of executed subcontract(s); 3) Field notes, photo documentation, meeting agendas, and any reports associated with the management of the project. 4) Signed statement from a Florida Licensed Professional Engineer indicating construction progress to date has been completed in accordance with the design.

Performance Standard: The District's Project Manager will review the interim and/or final deliverables to verify that they meet the specifications in the Grant Scope of Work and this task description.

Task 3: Progress and Final Reports

Task Description: Per Sections 5 and 6 of this Agreement, the Grantee will complete Progress Reports throughout the Agreement period and a Final Report no later than the end of the Agreement. The reports shall describe, at a minimum: the work performed during the reporting period; problems encountered; problem resolution; schedule updates; and proposed work for the next reporting period. The final report shall also include a summary of the entire project; a financial summary of total project costs; project results; project successes; and lessons learned.

Deliverable 3a: An electronic copy of the Progress Report, in word processing or pdf format, submitted to the District's Project Manager for review. Upon request, the Grantee shall provide a paper copy of the Progress Report.

Performance Standard: The District’s Project Manager will review the submitted Progress Report to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation into the next report.

Deliverable 3b: An electronic copy of the Final Report, in word processing or pdf format, submitted to the District’s Project Manager for review. Upon request, the Grantee shall provide a paper copy of the Final Report.

Performance Standard: The District’s Project Manager will review the submitted Final Report to verify that it meets the specifications in the Grant Scope of Work and this task description. The Grantee shall provide any additional information or response to comments on the Final Report.

PROJECT TIMELINE: All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The anticipated start and end dates may vary, as long as all deliverables and tasks are completed by the end of the agreement.

| Task/ Deliverable No. | Task or Deliverable Title | Task Start Date | Task End Date | Deliverable Due Date/ Frequency |
|-----------------------------|----------------------------------|--------------------|------------------|------------------------------------|
| 1a | 60% Design | 10/1/2017 | 9/30/2018 | |
| 1b-c | Final Design and List of Permits | 10/1/2017 | 9/30/2019 | |
| 2 | Project Management | 10/1/2017 | 9/30/2020 | |
| 3a | Progress Report | 10/1/2017 | 9/30/2020 | Monthly, Semi-Annual |
| 3b | Final Report | 10/1/2017 | 9/30/2020 | By 10/21/2020 |

PROJECT BUDGET SUMMARY: The total cost of the project is estimated at \$110,620. Grant funding through this Agreement will not exceed \$50,000, as indicated below, and is available for costs to complete the project including design, surveying, permitting, construction management, project management, travel to sites, and administrative fees. Reimbursable expenses for mileage to complete Task 2 in accordance with section 112.061, F.S., to include submission of the claim on the approved District or state travel voucher or electronic means, are allowable.” Costs per category are estimates and may vary, with District Project Manager approval, so long as the total grant funds expended are not exceeded.

| Task No. | Task Description | Budget Category | Grant Funding | Match Funding |
|--------------------|--|----------------------|------------------|-----------------|
| 1a-b | Survey and Design | Contractual Services | \$36,000 | \$34,370 |
| 1c | Permitting | | \$2,500 | \$7,000 |
| 2 | Project Management and Construction Administration | | \$11,500 | \$19,250 |
| Total | | | \$50,000 | \$60,620 |
| Grand Total | | | \$110,620 | |

**ATTACHMENT B
PAYMENT REQUEST TEMPLATE**

[Grantee, Address, Logo, etc.]

INVOICE

| Date | Invoice Period | Invoice No. |
|------|----------------|-------------|
| | | |

| |
|--|
| Bill To: Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333 Attn: Accounts Payable (AccountsPayable@nfwwater.com) |
|--|

**Project: NFWFMD Contract Number 19-027
PCB Parkway Reuse System Extension**

| Date | Item/Activity | Description | Total Expended |
|------|---------------|-------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Total Invoice Request \$0.00

| | |
|--------------------------|--------------|
| Limit of grant agreement | \$000,000.00 |
| Amount previously paid | \$000,000.00 |
| Amount due this invoice | \$000,000.00 |

| | |
|---|--------------|
| Amount of grant agreement remaining after this invoice (Line 1-(Line 2+Line 3)) | \$000,000.00 |
|---|--------------|

| | | |
|-------------------------------|-----------------|-----|
| Total Match required | \$00,000,000.00 | |
| Match amount for this invoice | \$00,000,000.00 | XX% |
| Total Match to date | \$00,000,000.00 | XX% |

Signature of Administrator/Clerk

Date.

Summary of Activities Completed for Project #: _____; Invoice # _____

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If partial completion, must include percent complete]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the [insert project title; NFWFMD Contract Number __-__].

Signature

Date

Name (print)

| Invoice Submittal Checklist | |
|------------------------------------|--|
| Invoice containing: | |
| | Grantee name, address, phone |
| | Project name |
| | Contract number |
| | Invoice number |
| | Invoice date |
| | Invoice period |
| | Summary of activities being invoiced (date, brief description, cost) |
| | Summary of match (if applicable) |
| | Signature of Administrator/Clerk ¹ |
| Additional required items: | |
| | Cover letter with signature of Administrator/Clerk ¹ |
| | Detailed description of activities |
| | Detailed cost backup documentation ² - grant |
| | Detailed cost backup documentation ² - match |
| | |
| | Any other items required in agreement |
| | Project manager/engineer certification |

¹Only one signature needed, either on invoice or cover letter.

²Examples of cost backup documentation include: copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

**ATTACHMENT C
PROGRESS REPORT TEMPLATE**

[Project name & contract #]
Progress Report [or Final Report]
 [Report start date] through [report end date]

Summary of Requirements below – delete before submitting

Progress Reports: The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Progress reports shall be submitted electronically to the District’s Project Manager by April 30 and October 30 each year over the term of the agreement. Progress reports should cover the activities completed in the six months preceding the month due (October through March; and April through September, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District’s Project Manager shall have thirty (30) days to review the required reports and deliverables submitted by the Grantee.

Final Report: The Grantee will complete a Final report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District’s Project Manager with the final invoice, no later than the end of the Agreement period.

1. Description of project work completed during the reporting period [including contracting, design, etc.];
 - May include: design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions;
3. Work plan and schedule for next phase of project up to the next Progress Report or Final Report. Note any changes to anticipated schedule outlined above; and

| Task | Anticipated Completion Date |
|------|-----------------------------|
| | |
| | |
| | |
| | |

4. Summary of construction and total project costs to date, itemized by major component.
 - May be text and/or table

ATTACHMENT D SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District," NFWFMD," or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://www.cfda.gov/>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at

<https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's

Internet Data Entry System which can be found at:
<https://harvester.census.gov/facweb>

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

By Mail:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

C. The Auditor General's Office at the following address:

By Mail:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at one of the following addresses:

By Mail:

Inspector General

Northwest Florida Water Management District

Office of the Inspector General

81 Water Management Drive

Havana, Florida, 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

| Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: | | | | | |
|--|----------------|-------------|------------|----------------|------------------------------|
| Federal Program Number | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| | | | | | |

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | | | | | |
|--|----------------|------|------------|----------------|------------------------------|
| Federal Program Number | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| | | | | | |

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|--|--------------------------------------|-------------------|-------------|--|----------------|------------------------------|
| State Program Number | Funding Source | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | General Revenue Fund, Line Item 1566 | 2018-2019 | 37.037 | Water Management District Operations | \$50,000 | N/A |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--------------------|--|--|--|--|-----------------|--|
| Total Award | | | | | \$50,000 | |
|--------------------|--|--|--|--|-----------------|--|

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://www.cfda.gov/>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

AMENDMENT NO. 1 TO

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND

THE CITY OF PANAMA CITY BEACH

GRANT AGREEMENT

PCB PARKWAY REUSE SYSTEM EXTENSION

GRANT AGREEMENT NO.19-027

This Agreement Amendment No. 1 (“Amendment No. 1”) is made to that certain Grant Agreement No. 19-027 (“Agreement”) by and between the Northwest Florida Water Management District (“District”), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333, and the City of Panama City Beach (“Grantee”), a Florida municipality, with an address of 110 South Arnold Road, Panama City Beach, Florida 32413, to provide financial assistance for the PCB Parkway Reuse System Extension Project.

WHEREAS, the Grantee has identified a need for additional time and provided an updated project schedule; and

WHEREAS, the District has identified a need to revise the contract expiration date to allow for the additional time requested by the Grantee; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Paragraph 2 is hereby revised to read as follows:
 “This Agreement shall begin October 1, 2017 and shall remain in effect until September 30, 2021, unless extended by mutual written consent. No costs incurred prior to the Period of Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement. Implementation of the project and all deliverables described in Attachment A must be completed on or before the end of the contract period indicated herein.”
2. Paragraph 5A is hereby deleted, discontinuing the requirement for monthly reporting. Semi-annual reports, as described in paragraph 5(B), are still required. The Grantee shall provide interim reports of progress as requested.
3. The District’s Project Manager in Paragraph 16 is revised as follows:

| | |
|---|-------------------------|
| Jesse Gray, Water Resource Planner | |
| Northwest Florida Water Management District | |
| 81 Water Management Drive | |
| Havana, FL 32333-4712 | |
| Telephone No.: | (850) 539-5999 |
| E-mail Address: | Jesse.Gray@nwfwater.com |

4. The Project Timeline paragraph and table on page 3 of Attachment A (Grant Scope of Work) are replaced and revised to read as follows:

PROJECT TIMELINE: All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The anticipated start and end dates may vary, as long as all deliverables and tasks are completed by the end of the agreement.

| Task/ Deliverable No. | Task or Deliverable Title | Task Start Date | Task End Date | Deliverable Due Date/ Frequency |
|--------------------------------------|----------------------------------|----------------------------|----------------------|--|
| 1a | 60% Design | 10/1/2017 | 9/30/2020 | |
| 1b-c | Final Design and List of Permits | 10/1/2017 | 9/30/2020 | |
| 2 | Project Management | 10/1/2017 | 9/30/2021 | |
| 3a | Progress Report | 10/1/2017 | 9/30/2021 | Semi-Annual |
| 3b | Final Report | 10/1/2017 | 9/30/2021 | By 10/21/2021 |

5. In all other respects, the Agreement and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment, the day and year last written below.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

CITY OF PANAMA CITY BEACH

By: _____
Brett J. Cyphers, Executive Director

By: _____
Tony O'Rourke, City Manager

Date: _____

Date: _____

CONSENT ITEM

9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Community Redevelopment Agency (CRA)/David O. Campbell

2. MEETING DATE:

September 10, 2020

3. REQUESTED MOTION/ACTION:

Approve Resolution for a traffic signal agreement between Palmetto Hospitality of PCB, LLC (Developer) and the City of Panama City Beach

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?

A new Hyatt Hotel has been permitted and is under construction at the intersection of Front Beach Road and Powell Adams Road. The Developer has agreed to pay up to \$300,000 for the installation of a traffic and pedestrian signal at the intersection in conjunction with the Powell Adams Road improvement project scheduled for construction in FY2021. The engineer's opinion of cost for the signal improvements is \$252,384.50. Construction of the Hyatt Hotel will take approximately 2 years to complete and construction of the Powell Adams improvements will take less than 1 year to complete so the signalized intersection will be functioning well before the opening of the Hyatt Hotel.

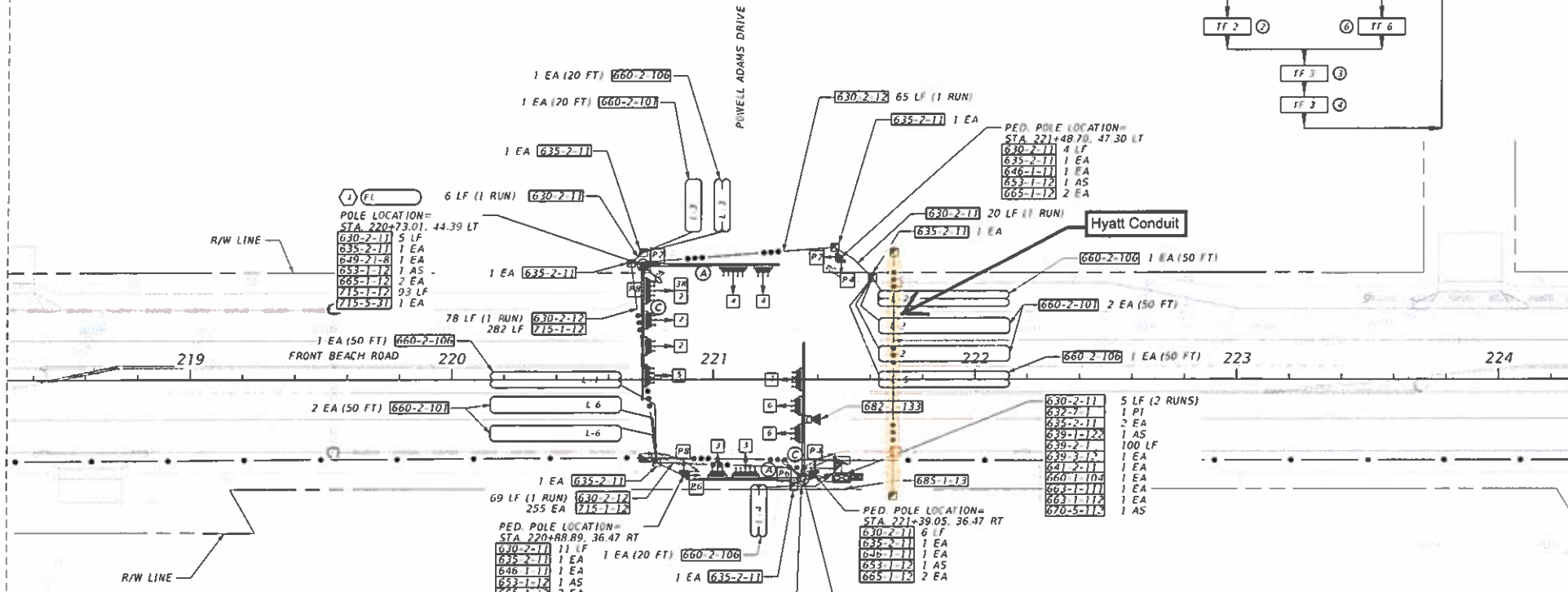
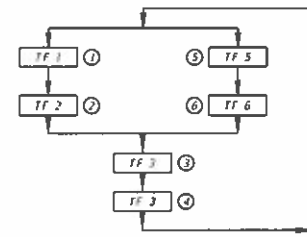
Approximately 300 feet east and west of the intersection along Front Beach Road will be improved to final CRA standards so minimal additional work will have to be done at the intersection when Front Beach Road Segment 4.1 (Lullwater Lake to Hills Rd.) is under construction in FY2022.

Staff recommends approval of the Resolution for the Traffic Signal Agreement.

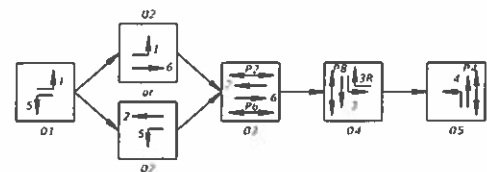
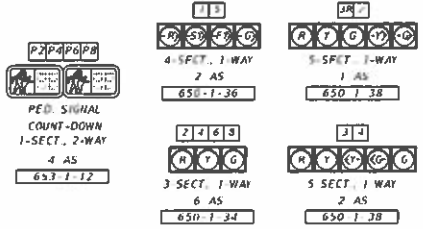
Attachments:

Traffic Signal Plan

Engineers opinion of probable costs



- NOTES:
1. THE LUMINAIRES SHOULD BE CONNECTED TO A 15 AMP BREAKER SEPARATE FROM THE SIGNAL EQUIPMENT INCLUDED IN THE COST OF THE TRAFFIC CONTROLLER ASSEMBLY.
 2. LUMINAIRES SHOULD INCLUDE INTERNAL PHOTO ELECTRIC SENSORS.



| CONTROLLER TIMINGS (SEC.) | | | | | | | | |
|---------------------------|---|---|---|---|---|---|---|---|
| TIMING FUNCTION | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| MOVEMENT NUMBER | - | - | - | - | - | - | - | - |
| MINIMUM GREEN | - | - | - | - | - | - | - | - |
| EXTENSION | - | - | - | - | - | - | - | - |
| MAXIMUM GREEN 1 | - | - | - | - | - | - | - | - |
| MAXIMUM GREEN 2 | - | - | - | - | - | - | - | - |
| YELLOW CLEARANCE | - | - | - | - | - | - | - | - |
| ALL RED | - | - | - | - | - | - | - | - |
| PEDESTRIAN WALK | - | - | - | - | - | - | - | - |
| PED. CLEARANCE | - | - | - | - | - | - | - | - |
| RECALL | - | - | - | - | - | - | - | - |

NOTE: 3R SHOULD BE WIRED WITH 3

| REVISIONS | | REVISIONS | | JEREMY K. BROOKS, P.E. P.E. LICENSE NUMBER 88616 GÖRTEMOLLER ENGINEERING, INC. 708 THOMAS DRIVE PANAMA CITY BEACH, FL 32408 | ROAD NO. | | COUNTY | | FINANCIAL PROJECT ID | | SIGNALIZATION PLANS SHEET NO. T-6 |
|-----------|-------------|-----------|-------------|---|----------|-----|--------|--|----------------------|--|--|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | SR 30 | BAY | | | 2019-01 | | |
| | | | | | | | | | | | |

POWELL ADAMS OPINION OF PROBABLE COST

| Pay Item No. | Description | Unit | Quantity | Unit Cost | Total |
|--------------|---|------|----------|--------------|----------------------|
| 0630-2-11 | CONDUIT, FURNISH & INSTALL, OPEN TRENCH | LF | 81 | \$7.68 | \$ 622.08 |
| 0630-2-12 | CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE | LF | 306 | \$19.80 | \$ 6,058.80 |
| 0632-7-1 | SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL | PI | 1 | \$4,343.86 | \$ 4,343.86 |
| 0635-2-11 | PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE | EA | 14 | \$665.96 | \$ 9,323.44 |
| 0639-1-122 | ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR | AS | 1 | \$1,837.64 | \$ 1,837.64 |
| 0639-2-1 | ELECTRICAL SERVICE WIRE, FURNISH & INSTALL | LF | 100 | \$3.70 | \$ 370.00 |
| 0639-3-12 | ELECTRICAL SERVICE DISCONNECT, F&I, CABINET | EA | 1 | \$1,220.44 | \$ 1,220.44 |
| 0641-2-11 | PRESTRESSED CONCRETE POLE, F&I, TYPE P-11 PEDESTAL | EA | 1 | \$1,300.00 | \$ 1,300.00 |
| 0646-1-11 | ALUMINUM SIGNALS POLE, PEDESTAL | EA | 3 | \$1,992.03 | \$ 5,976.09 |
| 0649-21-8 | STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 50'-40' | EA | 2 | \$53,446.50 | \$ 106,893.00 |
| 0650-1-34 | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 3 SECTION, 1 WAY | AS | 6 | \$900.00 | \$ 5,400.00 |
| 0650-1-36 | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 4 SECTION, 1 WAY | AS | 2 | \$1,200.00 | \$ 2,400.00 |
| 0650-1-38 | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 5 SECTION STRAIGHT, 1 WAY | AS | 3 | \$1,300.00 | \$ 3,900.00 |
| 0653-1-12 | PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS | AS | 4 | \$1,374.84 | \$ 5,499.36 |
| 0660-1-104 | LOOP DETECTOR, INDUCTIVE, F&I, TYPE 4, 2CHANNEL, SOLID STATE, SHELF MOUNTED, TIME DELAY | EA | 1 | \$452.00 | \$ 452.00 |
| 0660-2-101 | LOOP ASSEMBLY- F&I, TYPE A | AS | 5 | \$818.07 | \$ 4,090.35 |
| 0660-2-106 | LOOP ASSEMBLY, F&I, TYPE F | AS | 5 | \$1,202.52 | \$ 6,012.60 |
| 0663-1-111 | SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, CABINET ELECTRONICS | EA | 1 | \$5,930.78 | \$ 5,930.78 |
| 0663-1-112 | SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR | EA | 1 | \$2,026.43 | \$ 2,026.43 |
| 0665-1-12 | PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE | EA | 8 | \$1,463.16 | \$ 11,705.28 |
| 0670-5-112 | TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPTION | AS | 1 | \$30,773.72 | \$ 30,773.72 |
| 0682-1-133 | ITS CCTV CAMERA, F&I, DOME ENCLOSURE - NON-PRESSURIZED, IP, HIGH DEFINITION | EA | 1 | \$5,664.22 | \$ 5,664.22 |
| 0685-1-13 | UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET | EA | 1 | \$8,615.53 | \$ 8,615.53 |
| 0700-5-22 | INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF | EA | 4 | \$3,755.02 | \$ 15,020.08 |
| 0715-1-12 | LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6 | LF | 708 | \$3.60 | \$ 2,548.80 |
| 0715-5-31 | LUMINAIRE & BRACKET ARM- ALUMINUM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE | EA | 2 | \$2,200.00 | \$ 4,400.00 |
| | | | | Total | \$ 252,384.50 |

RESOLUTION 20-178

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PALMETTO HOSPITALITY OF PCB, LLC REGARDING CONTRIBUTION OF FUNDS FOR A TRAFFIC SIGNAL AT THE INTERSECTION OF POWELL ADAMS AND FRONT BEACH ROAD IN AN AMOUNT NOT TO EXCEED \$300,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Traffic Signal Agreement between the City and Palmetto Hospitality of PCB, LLC, relating to the contribution of funds for the installation of a traffic signal at the intersection of Powell Adams and Front Beach Road, in an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

TRAFFIC SIGNAL AGREEMENT
BETWEEN THE CITY OF PANAMA CITY BEACH, FLORIDA
AND PALMETTO HOSPITALITY OF PCB, LLC

This Traffic Signal Agreement (“Agreement”) is entered into on this ____ day of _____, 2020, by and between Palmetto Hospitality of PCB, LLC, (“Developer”) and the City of Panama City Beach, Florida (“City”).

Whereas, Developer is the owner of land located at 15727 and 15636 Front Beach Road and 285 and 291 Powell Adams Road; and

Whereas, Developer’s land is located in the City’s Front Beach Road CRA, on a portion of ROW which the City intends to improve in FY 20/21; and

Whereas, as part of its Powell Adams Road Phase 2 Improvement Project, the City intends to install a traffic light at the intersection of Powell Adams Road and Front Beach Road; and

Whereas, Developer would like to ensure the traffic signal is installed prior to or contemporaneously with the Developer’s improvement of its land, to minimize risks and disruptions to the Developer’s improvement of its property; and

Whereas, the City is willing to install the Traffic Signal ahead of Developer’s improvement, provided Developer contributes to the costs necessitated by the accelerated installation.

Now therefore, the parties agree as follows:

1. This Agreement constitutes a commitment by the Developer to make payment to the City for the City’s, purchase, installation, and other related costs of the Signal Improvements described in Section 2.
2. The Signal Improvements shall consist of [a steel pole/mast arm installation, together with vehicle and pedestrian signals, signal controllers, fiber optic cable, and pavement markings].

3. The City shall install the Signal Improvements in accordance with the plans and specifications prepared and sealed by Dewberry Engineers, Inc., Project No. [], dated [], a copy of which is attached hereto as Exhibit A.
4. The City shall complete construction by January 31, 2022 (“Completion Date”). Construction is anticipated to take approximately 12 months.
5. Concurrent with City’s installation of the Signal Improvements, the City agrees to install a 4” conduit, for developer’s use, in the Front Beach Road right of way from the south right of way line in front of the proposed development to the north right of way line, approximately 100’ in length. The location of the conduit shall be determined by a coordinated design between the City’s engineer and the Developer’s engineer.
6. Developer expects its land development to be completed no earlier than April 13, 2022. Developer will ensure that the site is ready for the City to install the Signal Improvements under this Agreement on or before February 28, 2021, to allow the City to coordinate, schedule and complete all signal-related work.
7. Developer will contribute \$300,000 towards the costs of the Signal Improvements, which costs include those associated with the purchase and installation of the Signal Improvements. It is acknowledged and agreed by the parties that this amount is based on an estimate prepared by the City’s engineering consultants and is specific to the site. Developer must submit a check in the above amount payment to the City on or before September 1, 2022. The City will not release the Certificate of Occupancy for the Developer’s project until all funds have been received by the City.
8. Should any portion of the Developer’s contribution not be needed to complete the Signal Improvements, the City will return the funds to the Developer within 180 days of issuance of the Certificate of Occupancy.
9. David Campbell, the City’s CRA Director, shall be the City’s representative for the purpose of administering this Agreement.

10. To the fullest extent permitted by law, Developer shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from the Developer's site improvements or Developer's negligent acts connected to the signal installation or site preparation under this Agreement.
11. The Developer shall comply with all federal, state and local laws and regulations and shall obtain any applicable permits and licenses in connection with its obligation under this Agreement; provided, however, the City shall obtain any and all permits necessary for the installation of the Signal Improvements.
12. This Agreement shall be enforced, interpreted and construed by and under the laws of Florida, with venue in Bay County, Florida.
13. This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third-party beneficiary status or rights, and no such third-party shall be entitled to enforce any right or obligation or enjoy any benefit created or established by this Agreement.
14. This Agreement is the entire agreement between the parties with respect to its subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.
15. No amendments or modification to the Agreement shall be valid unless in writing and signed by both parties.

In witness whereof:
DEVELOPER

PALMETTO HOSPITALITY OF PCB, LLC
By: Palmetto Hospitality GM, LLC
Its: Manager

By
Its

WITNESS

WITNESS

CITY OF PANAMA CITY BEACH, FLORIDA

City Manager
ATTEST:

City Clerk

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning / Mel Leonard

2. MEETING DATE:

September 10, 2020

3. REQUESTED MOTION/ACTION:

The City Council is requested to consider proposed amendments to the regulation of portable storage containers and make 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

N/A

Public Safety

Transportation

Attractive Community

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

The proposed changes will allow portable storage containers in Commercial or Industrial zoning districts provided the buildings are maintained in good condition, screened from view from any public right-of-way (excluding those located in an Industrial district), not be stacked vertically and meet all setbacks.

The Planning Board considered the proposed changes at their regularly scheduled meeting on August 12th and recommended approval (5 - 0).

ORDINANCE NO. 1537

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; AMENDING THE DEFINITION OF PORTABLE STORAGE UNIT; AMENDING THE REGULATIONS FOR USE OF A PORTABLE STORAGE UNIT AS MORE FULLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 1.02.01 of the Land Development Code of the City of Panama City Beach related to Definitions, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

1.02.01 Definitions

As used in the *LDC*, the following terms shall have the meanings assigned to them. When one or more defined terms are used together, their meanings shall also be combined as the context shall require or permit. All terms not specifically defined shall carry their usual and customary meanings. Undefined terms indigenous to a trade, industry or profession shall be defined when used in such context in accordance with their usual and customary understanding in the trade, industry or profession to which they apply.

...

Portable Storage Unit – Any container designed for the storage of personal property, **with or without wheels or a chassis**, which is typically rented to owners or occupants of property for temporary ***Use*** and which is delivered and removed by truck. Examples of ***Portable Storage Units*** include, but are not limited to, moving and storage containers, road and storage trailers and steel shipping containers.

Portable Storage Units include, but are not limited to, storage shipping containers, storage moving "pods", or any other similar units

SECTION 2. From and after the effective date of this ordinance, Section 5.02.09 of the Land Development Code of the City of Panama City Beach related to Portable Storage Units, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

5.02.09 Portable Storage Units.

- A. Prohibitions.** It shall be unlawful for any person to place or permit the placement of a *Portable Storage Unit* on improved or unimproved property in violation of section 5.02.09B.
- B. Regulation of Portable Storage Units**
1. No *Premises* improved with one or more *Dwellings* (herein, a *Residential Premises*) shall contain more than one *Portable Storage Unit* at any time.
 2. No *Residential Premises* shall **place a Portable Storage Unit without a temporary use permit issued pursuant to section 10.14.02 nor shall it** continuously contain a *Portable Storage Unit* in excess of ten (10) days in any 60-day period **unless:**
 - (a) **Placed in association with a building permit issued by the City in which case such Portable Storage Unit may remain for the duration of construction but shall be removed upon the completion of the work, the expiration of the associated building permit or the issuance of a Certificate of Occupancy whichever occurs earliest.**
 - (b) **Placed in association with relocation of an existing occupant for a period not to exceed ten (10) days.**
 3. No *Portable Storage Unit* placed on a *Residential Premises* shall exceed eight (8) feet in width, twenty (20) feet in length and nine (9) feet in height.
 4. No *Portable Storage Unit* or any portion thereof shall be placed on a sidewalk, in a right-of-way or otherwise on a *Residential Premises* so as to cause an obstruction of vision at *Street Intersections*.
 5. No *Portable Storage Unit* shall be placed on unimproved or vacant property.

6. In the event of damage to a *Premises* caused by fire, storm, *Flood* or declared government emergency, the *City Manager* may approve exceptions to the standards in this section.
7. No Portable Storage Unit may be visible from the Scenic Corridor or the sandy gulf beach.
8. Portable Storage Units are permitted in Commercial or Industrial Zoning Districts subject to following standards:
 - (a) All Units shall be maintained in accordance with section 8-7
 - (b) Except in M-1 Zoning Districts, all Units shall be screened from view from any public right-of-way. Units placed in an M-1 Zoning District on the side or rear of a building may be visible from the right-of-way.
 - (c) Units may not be stacked vertically and no other property or materials (other than screening material) may be placed on top or around the unit.
 - (d) Units must meet all applicable setbacks and not be placed in an area designated for other uses pursuant to the provisions of this Code or on an approved site plan.

C. Remedies and Enforcement

1. The provisions of this section may be enforced by the *City Manager*.
2. Each day a *Portable Storage Unit* remains on property in violation of this section shall constitute a separate violation.
3. In addition to any other penalty provided by law, compliance with this section 5.02.09 may be enforced by the remedies and procedures set forth in Chapter 25 of the *City Code* (the Code Enforcement Hearing Officer System) or removal of the *Portable Storage Unit* by the *City*. In the event of removal by the *City*, the company providing the *Portable Storage Unit* and the owner and occupant of the private property where same is located, shall be jointly and severally liable for the expenses incurred by the *City*.

(Ord. # 1163-R, § 2, 10-8-09)

SECTION 3. From and after the effective date of this ordinance, Section 5.03.01 of the Land Development Code of the City of Panama City Beach related to Temporary Uses and Structures, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

5.03.00 TEMPORARY USES AND STRUCTURES

5.03.01 Generally

- D. Certain temporary **Uses** and structures meeting the conditions of this Chapter may be permitted to accommodate outdoor sales, festivals and entertainment, ~~Portable Storage Units~~ and temporary structures during construction activities – but only to the extent authorized in this section. All other temporary **Uses** and structures are prohibited.
- E. A temporary **Use** permit issued pursuant to section 10.14.02 is required prior to the establishment of a temporary **Use** or structure. Unless otherwise specified in this Code, a temporary **Use** permit shall be valid for a maximum of thirty (30) days and, unless otherwise specified in this **LDC**, may be renewed for one (1) consecutive thirty (30) day period.

- F. Placement and use of Portable Storage Units shall be governed by section 5.02.09 of this Code.

(Ord. # 1250, 12-13-12; Ord. # 1268, 2-28-13)

SECTION 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 5. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 5. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the

20200618

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

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

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

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning / Mel Leonard

2. MEETING DATE:

September 10, 2020

3. REQUESTED MOTION/ACTION:

The City Council is requested to consider proposed amendments to the regulation of body altering businesses and make 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?

The proposed changes will regulate signage for body altering businesses consistent with all other commercial uses within the City and reduces the distance limitations associated with such uses. Eliminating a subcategory of signage helps make the sign ordinance more consistent and defensible. The proposed changes are a result of how the industry has evolved and the public's perception of such uses.

The Planning Board considered the proposed changes at their regularly scheduled meeting on August 12th and recommended approval (5 - 0).

ORDINANCE NO. 1538

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO ADULT USES; AMENDING THE DISTANCE LIMITATIONS FOR ADULT BUSINESSES; REPEALING UNIQUE SIGN AND APPEARANCE STANDARDS FOR BODY ALTERING BUSINESSES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 5.04.01 of the Land Development Code of the City of Panama City Beach related to Definitions, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

5.04.01 Adult Uses, Sexually Oriented Businesses or Body Altering Businesses

A. Short title. This ordinance may be known as the "Panama City Beach Sexually Oriented and *Body Altering Business Ordinance*."

(ZO - Article XIX Ord. 544, § 1, 2-12-98; Ord. # 651, § 1, 2-24-00)

B. Definitions. For the purposes of this section 5.04.00, the following definitions shall apply:

1. **Adult Book, Video or Novelty Store:** The term "**Adult Bookstore**," "**Adult video store**," or "**Adult novelty store**" means an establishment which sells, leases or rents **Adult Material** for any form of consideration, unless the **Adult Material** is **Accessible** only by employees and the gross income from the sale or rental of **Adult Material** comprises less than twenty (20%) per cent of the gross sales of the store or less than ten percent (10%) of the individual items publicly displayed at the establishment as stock in trade.
2. **Adult Club:** The term "**Adult Club**" shall mean any place of business or commercial establishment that permits, suffers or allows individuals for consideration in their service to customers or in a performance for customers on more than 3 days in a 60 day period to

display or expose "**Specified Anatomical Areas**" or permits, suffers or allows individuals for consideration to wear any covering, tape, pasties or other device that simulates or otherwise gives the appearance of the display or exposure of any "**Specified Anatomical Areas.**"

3. **Adult Materials:** The term **Adult Materials** means any one or more of the following:
- (a) Books, magazines, periodicals or other printed matter or photographs, films, motion pictures, video cassettes, slides or other visual representations or recordings, novelties and devices, which have, as their primary or dominant theme, matter depicting, illustrating, describing or relating to "**Specified Sexual Activities**" or less than completely and opaquely covered "**Specified Anatomical Areas;**" or
 - (b) Instruments, devices or paraphernalia which are designed for **Use** in connection with "**Specified Sexual Activities.**"

(Ord. #1254, 11/14/13)

4. **Adult Motion Picture Theater:** The term "**Adult Motion Picture Theater**" means a commercial establishment or place of business operating in whole or in part within an enclosed **Building** or a portion or part of an enclosed **Building** or an open-air theater, designed to permit viewing by patrons seated in automobiles or other seating provisions, for any form of consideration, film, video or any other visual material or method which has, as its primary or dominant theme, matters depicting, illustrating or relating to "**Specified Sexual Activities**" or "**Specified Anatomical Areas**" for observation by patrons thereof and includes any hotel or motel, boarding house, room house or other lodging which, for any form of consideration, advertises the presentation of such film material. For the purposes of this section 5.04.00an **Adult Motion Picture Theater** includes an **Adult** arcade, an **Adult** motel and an **Adult** motion picture booth.
5. **Adult Motion Picture Mini-Theater:** The term "**Adult Motion Picture Mini-Theater**" means a commercial establishment or place of business operating in whole or in part within an enclosed **Building** or a portion or part of an enclosed **Building**, designed to permit viewing by patrons for any form of consideration, film, video or other visual material or method which has, as its primary or dominant theme, matters depicting, illustrating or relating to "**Specified Sexual Activities**" or "**Specified Anatomical Areas,**" for observation by patrons thereof, including an **Adult** arcade or **Adult** motion picture booth and so constructed that any patron viewing such material or method is not at all times fully visible from the neck to the kneecap by other patrons and the management.
6. **Body Altering Business:** The term "**Body Altering Business**" shall mean such **Uses** as shall be included in section 5.04.01D.
7. **Body Piercing Establishment:** The term "**Body Piercing Establishment**" means a commercial establishment or place of business at which the body or skin of a human being is pierced or which holds itself out to the public as a place where such body piercing can be purchased or arranged. The **Use** of a mechanized, pre-sterilized ear-piercing system that penetrates the outer perimeter or lobe of the ear or both, is exempt from this definition.

8. **Church:** As used herein the term "**Church**" shall mean a **Church**, temple or other structure used on a permanent basis primarily for public worship.
9. **Public Park:** The term "**Public Park**" shall mean and include those facilities owned by the State of Florida, Panama **City** Beach or any **Public Park** so designated by Panama **City** Beach and include the Dan Russell Pier and Aaron Z. Bessant Park facility, the County Pier facility, the Frank K. Brown Park, the Maggi Still Park and the Scott Park.
10. **School:** The term "**School**" means a public, private or parochial elementary, middle or high **School**.
11. **Sexually Oriented Businesses:** The term "**Sexually Oriented Business**" shall mean such **Uses** as shall be included in section 5.04.01C.
12. **Specified Sexual Activities:** The term "**Specified Sexual Activities**" shall mean:
 - (a) Human genitals in a state of sexual stimulation or arousal;
 - (b) Acts of human masturbation, sexual intercourse or sodomy;
 - (c) Fondling or other erotic touching of human genitals, pubic region, buttock or female breast;
 - (d) Sadism or masochism, including bondage.
13. **Specified Anatomical Areas:** The term "**Specified Anatomical Areas**" shall mean:
 - (a) Less than completely and opaquely covered:
 - (1) Human genitals, pubic region;
 - (2) Buttock; and
 - (3) Female breast below a point immediately above the top of the areola; and
 - (b) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.
14. **Tattoo Establishment:** The term "**Tattoo Establishment**" means a commercial establishment or place of business at which the skin of a human being is marked by piercing in or otherwise applying coloring matter so as to form indelible or lasting marks or figures or which holds itself out to the public as a place where such tattooing can be purchased or arranged.
15. **Tourist Corridor:** The term "**Tourist Corridor**" means that portion of the following roads falling within the boundaries of the City of Panama City Beach at any time: (i) Front Beach Road (Hwy 98 Alt), (ii) South Thomas Drive, (iii) Thomas Drive, (iv) Hutchinson Boulevard (Middle Beach Road), (v) Panama **City** Beach Parkway (Back Beach Road or Highway 98), (vi) State Road 79, and (vii) Bay Parkway.

(Ord. #398, § 1, 8-27-92; Ord. #544, § 1, 2-12-98; Ord. # 651, § 1, 2-24-00; Ord. #1474, 10/25/18)

C. **Sexually Oriented Businesses.** The following **Uses** are declared to be sexually oriented or **Adult** businesses:

1. **Adult Book, Video or Novelty Store.**
2. **Adult Motion Picture Theater.**
3. **Adult Club.**

(Ord. 398, § 1, 8-27-92; Ord. 544, § 1, 2-12-98; Ord. # 651, § 1, 2-24-00)

D. **Body Altering Businesses.** The following **Uses** are declared to be Body Altering Businesses:

1. **Body Piercing Establishment.**
2. **Tattoo Establishment**

E. **Distance limitation - Sexually Oriented Businesses.** No **Sexually Oriented Business** shall be initially established nearer than fifteen hundred (1,500) feet to any other **Sexually Oriented Business** nor nearer than fifteen hundred (1,500) feet to any (i) **Church** or (ii) **School** or (iii) **Public Park**, nor nearer than two hundred fifty (250) feet to the nearest right-of-way line of any **Tourist Corridor**. Such distance shall be measured by radial spacing as follows:

1. In the case of another sexually oriented or **Adult** business or a **Church**, by measuring from the nearest corner or side of the sexually oriented or **Adult** business **Building** to the nearest corner or side of the **Church Building** or the other sexually oriented or **Adult** business **Building**;
2. In the case of a **School** or **Public Park**, by measuring from the nearest corner or side of the **Sexually Oriented Business Building** to the nearest boundary of the **School** or **Public Park Parcel**;
3. In the case of any **Tourist Corridor**, by measuring from the nearest corner or side of the **Sexually Oriented Business Building** to the nearest right-of-way line of any **Tourist Corridor**.
4. In all such measurements, **Building** projections, **Eaves** or overhangs shall be excluded.
5. In the case of a **Sexually Oriented Business** operated outside a **Building**, measurement shall be from the closest place of such operation.

(Ord. 398, § 1, 8-27-92; Ord. 544, § 1, 2-12-98; Ord. # 651, § 1, 2-24-00)

F. **Distance Limitation - Body Altering Businesses.** No **Body Altering Business** shall be initially established nearer than ~~fifteen~~ **five** hundred (~~1,500~~) feet to any other **Body Altering Business** nor nearer than ~~fifteen~~ **five** hundred (~~1,500~~) feet to any (i) **Church** or (ii) **School** or (iii) **Public Park**, nor nearer than ~~two~~ **one** hundred fifty (~~250~~**100**) feet to the nearest right-of-way line of any **Tourist Corridor**. Such distance shall be measured by radial spacing as follows:

1. In the case of another **Body Altering Business** or a **Church**, by measuring from the nearest corner or side of the **Body Altering Business Building** to the nearest corner or side of the **Church Building** or the other **Body Altering Business Building**

2. In the case of a *School* or *Public Park*, by measuring from the nearest corner or side of the *Body Altering Business Building* to the nearest boundary of the *School* or *Public Park Parcel*;
- ~~3. In the case of any *Tourist Corridor*, by measuring from the nearest corner or side of the *Body Altering Business Building* to the nearest right-of-way line of any *Tourist Corridor*.~~
4. In all such measurements, *Building* projections, *Eaves* or overhangs shall be excluded.
- ~~5. In the case of a *Sexually Oriented Business* operated outside a *Building*, measurement shall be from the closest place of such operation.~~

(Ord. # 651, § 1, 2-24-00)

G. Sign and Appearance Requirements – Sexually Oriented Businesses. All new *Sexually Oriented Businesses* and all existing *Sexually Oriented Businesses* by May 1, 1998 as to requirements (1) through (4) below and by April 1, 1998 as to requirement (5) below, shall comply with the following *On-Premises* Sign and appearance requirements. All capitalized terms used in this section shall have the meanings ascribed in the City of Panama City Beach Sign Code, as amended from time to time, which ordinance shall apply to the extent not inconsistent with this section.

1. All Signs shall be flat Wall Signs.
2. The amount of allowable Sign Area shall be one square foot of Sign Area per linear foot of *Frontage* of that *Premises*, to a maximum of twenty-five (25) square feet.
3. No (i) merchandise or (ii) pictures or advertisements of the sexually oriented or *Adult* products, services or entertainment on the *Premises* shall be displayed in *Building Glass Areas* or any area where they can be viewed from a *Street*.
4. Window Signs are prohibited. A single, one square foot Sign may be placed on the door to state hours of operation and admittance to *Adult* only. A single, three square foot Sign containing only the word "OPEN" may be placed in a window.
5. *Free-Standing On-Premises Signs* are prohibited.

(Ord. 544, § 1, 2-12-98; Ord. # 651, § 1, 2-24-00; Ord. # 1133, § 1, 10-23-08)

H. Sign and Appearance Requirements – Body Altering Businesses. ~~All new *Body Altering Businesses* and all existing *Body Altering Businesses* by May 1, 1998 as to requirements (1) through (4) below and by April 1, 1998 as to requirement (5) below, shall comply with the following *On-Premises* Sign and appearance requirements. All capitalized terms used in this section shall have the meanings ascribed in the City of Panama City Beach Sign Code, as amended from time to time, which ordinance shall apply to the extent not inconsistent with this section.~~

- ~~1. All Signs shall be flat *Wall Signs*.~~
- ~~2. The amount of allowable *Sign Area* shall be one square foot of *Sign Area* per linear foot of *Frontage* of that *Premises*, to a maximum of twenty-five (25) square feet.~~

~~3. No (i) merchandise or (ii) pictures or advertisements of the products, services or entertainment on the Premises shall be displayed in **Building Glass Areas** or any area where they can be viewed from a **Street**.~~

~~4. **Window Signs** are prohibited. A single, one square foot **Sign** may be placed on the door to state hours of operation and admittance to **Adult** only. A single, three square foot **Sign** containing only the word **OPEN** may be placed in a window.~~

~~5. **Free Standing On-Premises Signs** are prohibited.~~

(Ord. # 651, § 1, 2-24-00; Ord. # 1133, § 2, 10-23-08)

I. **Adult Motion Picture Mini-Theaters Prohibited.** *Adult Motion Picture Mini-Theaters* are prohibited. It shall be unlawful for any person to operate or cause or permit to be operated an *Adult Motion Picture Mini-Theater*.

(Ord. # 651, § 1, 2-24-00)

J. **Reserved**

K. **Reserved**

L. **Section Not Independently Authorizing Use.** Nothing in this section 5.04.00 shall be construed to permit the establishment or maintenance of any sexually oriented or **Body Altering Businesses** not otherwise permitted by the other chapters of this LDC or any other applicable law.

(Ord. # 398, § 1, 8-27-92; Ord. # 544, § 1, 2-12-98; Ord. # 651, § 1, 2-24-00)

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

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

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

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning / Mel Leonard

2. MEETING DATE:

September 10, 2020

3. REQUESTED MOTION/ACTION:

The City Council is requested to consider proposed amendments to the regulation of signage for LSV businesses and make 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

N/A

Public Safety

Transportation

Attractive Community

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

The proposed changes will regulate signage for LSV businesses consistent with all other commercial uses within the City. Eliminating a subcategory of signage helps make the sign ordinance more consistent and defensible.

The Planning Board considered the proposed changes at their regularly scheduled meeting on August 12th and recommended approval (5 - 0).

ORDINANCE NO. 1539

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO LOW SPEED VEHICLE RENTALS; AMENDING THE SIGN AND APPEARANCE STANDARDS FOR LOW SPEED VEHICLE RENTALS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 5.04.07 of the Land Development Code of the City of Panama City Beach related to Low Speed Vehicle Rentals, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

5.04.07 Low Speed Vehicle Rental, Sales and Services

A. Location and Distance Limitations.

1. ***Low Speed Vehicle Rental Business*** shall be located only on parcels fronting a road with a posted speed limit of 35 miles per hour or less.
2. ***Low Speed Vehicle Rental Business*** shall be located no closer than five hundred (500) feet to a ***Single Family Residential*** zoning district (R-1, R-1B, R-1C, R-1CT, and R-0).
3. No ***Low Speed Vehicle Rental Business*** opened or established after [the effective date of this Ordinance] shall be located within five hundred (500) feet from the next closest ***Low Speed Vehicle Rental Business***.

B. Display of Low Speed Vehicles - All new ***Low Speed Vehicle Rental Businesses*** shall comply with the following Vehicle Display and appearance requirements.

1. The outdoor display of **Low Speed Vehicles** shall be limited to areas that are not otherwise required for compliance with the parking requirements of section 4.05.02.A of this Code, landscaping requirements of this Code, or any other condition required under any provision of this Code or the City's Code of Ordinances. Except as provided herein, no Low Speed Vehicles may be displayed outdoors on the **Premises** of any **Low Speed Vehicle Rental Business** in such a way as to be visible from a **Scenic Corridor** or on any portion of a property lying between the primary business entrance and the ROW.
 2. All outdoor display of **Low Speed Vehicles** shall be on a hard, durable surface such as concrete or compacted gravel.
 3. All **Low Speed Vehicles** displayed shall be properly anchored, secured, or stored in such a manner to avoid shifting or movement
 4. **Low Speed Vehicles** awaiting departure or recently returned may not be displayed or otherwise visible from a **Scenic Corridor** or on any portion of a property lying between the primary business entrance and the ROW.
- C. Repair and maintenance activities are limited to equipment rented on site, and shall be conducted within enclosed structures and otherwise screened from view of a **Scenic Corridor**.
- D. The **Use**, including any signage or other display of merchandise, shall not interfere with pedestrian movement along public sidewalks or public entrances or otherwise create an unsafe condition and shall be in full compliance with all applicable federal and state accessibility standards, including but not limited to, the Americans with Disabilities Act.
- E. After the effective date of this Ordinance, there shall be no storage, parking, **Vehicle** display, signs, banners, tents or other **Accessory** or sales activity on the public right of way.
- F. All **Low Speed Vehicle Rental Businesses**, regardless of their location in the City, shall comply with the requirements of Section 7.02.03G of this Code relating to the use of Front Yards and the items authorized within them, except that with regard to Low Speed Vehicle Rental businesses the width of the Front Yard established for such use may be at least 90% the width of the front of the principal building existing at that business location on the effective date of this Ordinance.
- G. ~~Sign and Appearance Requirements—All **Low Speed Vehicle Rental Businesses** shall comply with the following Sign and appearance requirements. **Low Speed Vehicle Rental Businesses** existing on May 12, 2016, shall have until February 23, 2018 to come into compliance with these requirements. All capitalized terms used in this section shall have the meanings ascribed in the City of Panama City Beach Sign Code, as amended from time to time, which ordinance shall apply to the extent not inconsistent with this section.~~

~~1. All Signs shall be flat *Wall Signs*.~~

~~2. The amount of allowable *Sign Area* shall be one square foot of *Sign Area* per linear foot of *Frontage* of that *Premises*, to a maximum of twenty five (25) square feet.~~

~~3. *Free Standing On Premises Signs* are prohibited.~~

H. A ***Low Speed Vehicle Rental Business*** shall be limited to offering a maximum of fifty (50) ***Low Speed Vehicles*** for rental at any one location. This limitation shall not be interpreted to limit the number of vehicles that may be stored or displayed indoors at a location that can reasonably accommodate the storage or display of such vehicles, or to permit the rental or storage of any number of low speed vehicles beyond the site's capacity to reasonably accommodate that number of vehicles.

I. **Section Not Independently Authorizing Use.** Nothing in this section shall be construed to permit the establishment or maintenance of any ***Low Speed Vehicle Rental Business*** not otherwise permitted by the other chapters of this LDC or any other applicable law.

(Ord. # 1398, 2-23-17)

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

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

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

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:
September 10, 2020

3. REQUESTED MOTION/ACTION:
Approve a 2% sewer and reclaimed water rate increase for the upcoming fiscal year beginning October 1, 2020, continuing to September 30, 2021.

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 August 2016, the city's rate consultant, Public Resources Management Group (now Raftelis), performed a water and wastewater rate analysis and made recommendations for the following five (5) fiscal years. A digital copy of the rate analysis is available for public inspection on the City's website. In accordance with the study recommendations, no increases were implemented for FY 2016/2017. Rates were increased 1% for potable water and 2% for sewer and reclaimed water for FY 2017/2018. Rates were increased 0% for potable water and 2% for sewer and reclaimed water for FY 2018/2019 and the current fiscal year. We are approaching the 5th year of the study period and the rate study again recommends no increase in potable water rates and a 2% increase in sewer and reclaimed water rates for the new fiscal year beginning October 1. Legal staff has prepared the attached Ordinance 1525 implementing the increases. Notices of the proposed rate increases were included on water bills and mailed to customers as required by law.

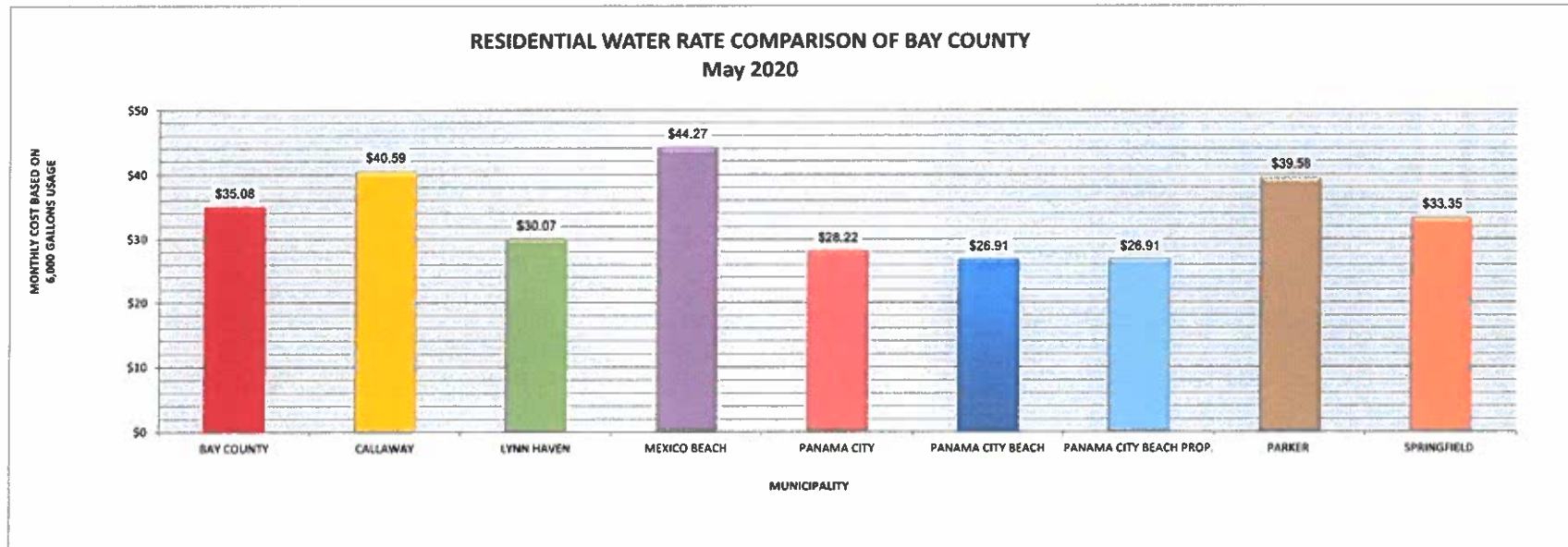
Also attached for your information are three spreadsheets and graphs which offer a comparison of the City's current and proposed water/sewer rates with other municipalities in Bay County. The dark blue bar in the graphs represents the City's current rates and the adjacent light blue bar represents the rates if the increase is approved. Even with the proposed rates, the combined water and sewer charges for a single family home in Panama City Beach are significantly lower than the amount charged by the other municipalities within the County.

Staff recommends approval of Ordinance 1525. Implementation of routine moderate rate adjustments allows the utility system to remain financially solvent, provide quality service and meet or exceed environmental regulations. A new utility rate evaluation is currently being performed by Raftelis and will be submitted in the next few months with recommendations for the next five years.

RESIDENTIAL WATER RATE COMPARISON
BAY COUNTY UTILITY SYSTEMS
 May 2020

| SYSTEM NAME | MINIMUM BILL | | BLOCK 1 RATE PER 1000 GAL | BLOCK 1 LIMIT | BLOCK 2 RATE PER 1000 GAL | BLOCK 2 LIMIT | BLOCK 3 RATE PER 1000 GAL | BLOCK 3 LIMIT | BLOCK 4 RATE PER 1000 GAL | BLOCK 4 LIMIT | COST FOR # OF GALLONS | | | | | | | | | | WATER RATE STRUCT. | | |
|-------------------------|--------------|----------|---------------------------------|------------------|---------------------------------|------------------|---------------------------------|------------------|---------------------------------|------------------|-----------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--------------------------|---------|--------|
| | \$/BILL | GAL INCL | | | | | | | | | 1,000 | 2,000 | 3,000 | 4,000 | 5,000 | 6,000 | 7,000 | 8,000 | 9,000 | 10,000 | | 11,000 | 12,000 |
| BAY COUNTY | \$20.08 | 0 | \$2.37 | 3,000 | \$2.63 | 6,000 | \$3.29 | 9,000 | \$3.93 | 100,000 | \$22.45 | \$24.82 | \$27.19 | \$29.82 | \$32.45 | \$35.08 | \$38.37 | \$41.66 | \$44.95 | \$48.88 | \$52.81 | \$56.74 | INV |
| CALLAWAY | \$11.37 | 0 | \$4.87 | 100,000 | | | | | | | \$16.24 | \$21.11 | \$25.98 | \$30.85 | \$35.72 | \$40.59 | \$45.46 | \$50.33 | \$55.20 | \$60.07 | \$64.94 | \$69.81 | FLAT |
| LYNN HAVEN | \$9.43 | 0 | \$3.44 | 100,000 | | | | | | | \$12.87 | \$18.31 | \$19.75 | \$23.19 | \$26.63 | \$30.07 | \$33.51 | \$36.95 | \$40.39 | \$43.83 | \$47.27 | \$50.71 | FLAT |
| MEXICO BEACH | \$37.71 | 4000 | \$3.28 | 100,000 | | | | | | | \$37.71 | \$37.71 | \$37.71 | \$37.71 | \$40.99 | \$44.27 | \$47.55 | \$50.83 | \$54.11 | \$57.39 | \$60.67 | \$63.95 | FLAT |
| PANAMA CITY | \$7.82 | 0 | \$3.40 | 100,000 | | | | | | | \$11.22 | \$14.62 | \$18.02 | \$21.42 | \$24.82 | \$28.22 | \$31.62 | \$35.02 | \$38.42 | \$41.82 | \$45.22 | \$48.62 | FLAT |
| PANAMA CITY BEACH | \$17.10 | 3000 | \$3.27 | 100,000 | | | | | | | \$17.10 | \$17.10 | \$17.10 | \$20.37 | \$23.64 | \$26.91 | \$30.18 | \$33.45 | \$36.72 | \$39.99 | \$43.26 | \$46.53 | FLAT |
| PANAMA CITY BEACH PROP. | \$17.10 | 3000 | \$3.27 | 100,000 | | | | | | | \$17.10 | \$17.10 | \$17.10 | \$20.37 | \$23.64 | \$26.91 | \$30.18 | \$33.45 | \$36.72 | \$39.99 | \$43.26 | \$46.53 | FLAT |
| PARKER | \$9.88 | 0 | \$4.95 | 100,000 | | | | | | | \$14.83 | \$19.78 | \$24.73 | \$29.68 | \$34.63 | \$39.58 | \$44.53 | \$49.48 | \$54.43 | \$59.38 | \$64.33 | \$69.28 | FLAT |
| SPRINGFIELD | \$8.69 | 0 | \$4.11 | 100,000 | | | | | | | \$12.80 | \$16.91 | \$21.02 | \$25.13 | \$29.24 | \$33.35 | \$37.46 | \$41.57 | \$45.68 | \$49.79 | \$53.90 | \$58.01 | FLAT |
| AVE. | \$15.26 | 875 | \$3.71 | | | | | | | | \$18.15 | \$21.05 | \$23.94 | \$27.27 | \$31.02 | \$34.76 | \$38.59 | \$42.41 | \$46.24 | \$50.14 | \$54.05 | \$57.96 | |
| MEDIAN | \$10.63 | 0 | \$3.42 | | | | | | | | \$15.54 | \$18.44 | \$22.88 | \$27.41 | \$30.85 | \$34.22 | \$37.92 | \$41.62 | \$45.32 | \$49.34 | \$53.36 | \$57.38 | |
| MIN. | \$7.82 | 0 | \$2.37 | | | | | | | | \$11.22 | \$14.62 | \$17.10 | \$20.37 | \$23.64 | \$26.91 | \$30.18 | \$33.45 | \$36.72 | \$39.99 | \$43.26 | \$46.53 | |
| MAX. | \$37.71 | 4000 | \$4.95 | | | | | | | | \$37.71 | \$37.71 | \$37.71 | \$37.71 | \$40.99 | \$44.27 | \$47.55 | \$50.83 | \$55.20 | \$60.07 | \$64.94 | \$69.81 | |

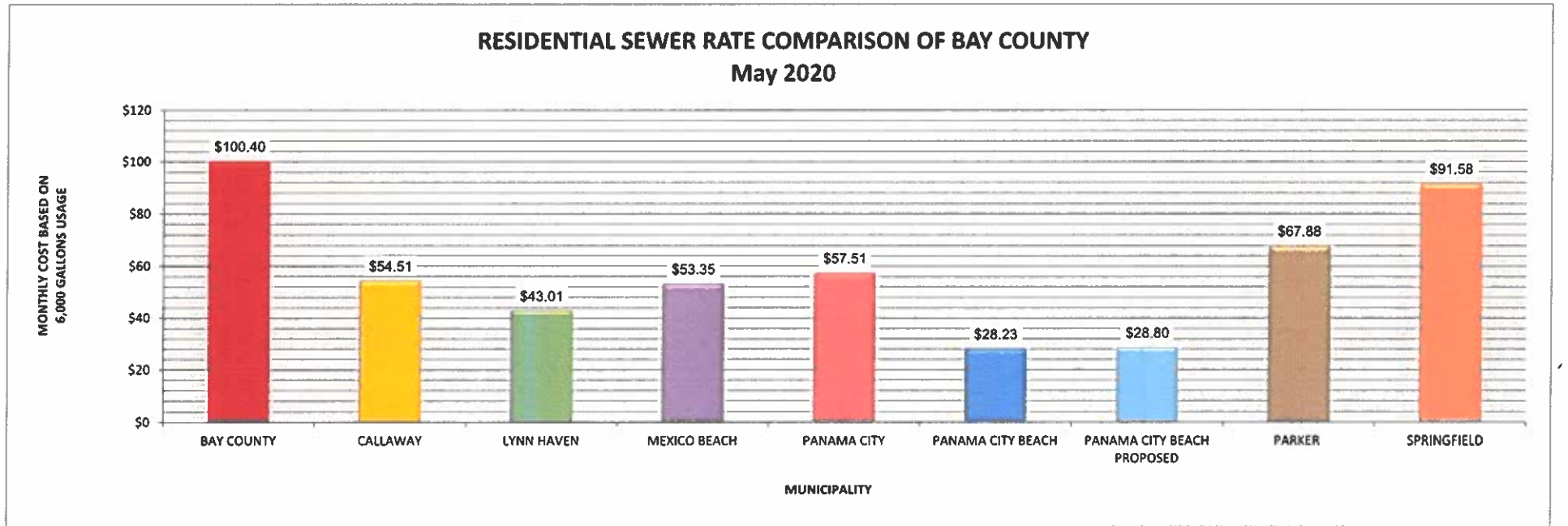
INV = INVERTED RATE STRUCTURE: UNIT RATE INCREASES WITH EACH SUCCESSIVE BLOCK OF WATER USAGE.
 FLAT = FLAT RATE: UNIT RATE REMAINS CONSTANT.



RESIDENTIAL SEWER RATE COMPARISON
BAY COUNTY UTILITY SYSTEMS
 May 2020

| SYSTEM NAME | MINIMUM BILL | | BASE RATE/ 1000 GAL. | MAX GAL. BILLED | COST FOR # OF GALLONS | | | | | | | | | | | |
|----------------------------|--------------|------------|-------------------------|--------------------|-----------------------|---------|---------|---------|---------|----------|----------|----------|----------|----------|----------|----------|
| | \$\$/BILL | GAL. INCL. | | | 1,000 | 2,000 | 3,000 | 4,000 | 5,000 | 6,000 | 7,000 | 8,000 | 9,000 | 10,000 | 11,000 | 12,000 |
| BAY COUNTY | \$35.24 | 0 | \$10.86 | NONE | \$46.10 | \$56.96 | \$67.82 | \$78.68 | \$89.54 | \$100.40 | \$111.26 | \$122.12 | \$132.98 | \$143.84 | \$154.70 | \$165.56 |
| CALLAWAY | \$30.69 | 0 | \$3.97 | NONE | \$34.66 | \$38.63 | \$42.60 | \$46.57 | \$50.54 | \$54.51 | \$58.48 | \$62.45 | \$66.42 | \$70.39 | \$74.36 | \$78.33 |
| LYNN HAVEN | \$9.11 | 0 | \$5.65 | 12000 | \$14.76 | \$20.41 | \$26.06 | \$31.71 | \$37.36 | \$43.01 | \$48.66 | \$54.31 | \$59.96 | \$65.61 | \$71.26 | \$76.91 |
| MEXICO BEACH | \$45.81 | 4,000 | \$3.77 | NONE | \$45.81 | \$45.81 | \$45.81 | \$45.81 | \$49.58 | \$53.35 | \$57.12 | \$60.89 | \$64.66 | \$68.43 | \$72.20 | \$75.97 |
| PANAMA CITY | \$17.91 | 0 | \$6.60 | 12000 | \$24.51 | \$31.11 | \$37.71 | \$44.31 | \$50.91 | \$57.51 | \$64.11 | \$70.71 | \$77.31 | \$83.91 | \$90.51 | \$97.11 |
| PANAMA CITY BEACH | \$19.53 | 3,000 | \$2.90 | NONE | \$19.53 | \$19.53 | \$19.53 | \$22.43 | \$25.33 | \$28.23 | \$31.13 | \$34.03 | \$36.93 | \$39.83 | \$42.73 | \$45.63 |
| PANAMA CITY BEACH PROPOSED | \$19.92 | 3,000 | \$2.96 | NONE | \$19.92 | \$19.92 | \$19.92 | \$22.88 | \$25.84 | \$28.80 | \$31.76 | \$34.72 | \$37.68 | \$40.64 | \$43.60 | \$46.56 |
| PARKER | \$26.28 | 1,000 | \$8.32 | NONE | \$26.28 | \$34.60 | \$42.92 | \$51.24 | \$59.56 | \$67.88 | \$76.20 | \$84.52 | \$92.84 | \$101.16 | \$109.48 | \$117.80 |
| SPRINGFIELD | \$29.54 | 0 | \$10.34 | NONE | \$39.88 | \$50.22 | \$60.56 | \$70.90 | \$81.24 | \$91.58 | \$101.92 | \$112.26 | \$122.60 | \$132.94 | \$143.28 | \$153.62 |
| AVE. | \$26.81 | 1,000 | \$6.56 | 12,000 | \$31.49 | \$37.21 | \$42.93 | \$49.01 | \$55.57 | \$62.13 | \$68.69 | \$75.25 | \$81.81 | \$88.37 | \$94.92 | \$101.48 |
| MEDIAN | \$27.91 | 0 | \$6.13 | 12,000 | \$30.47 | \$36.62 | \$42.76 | \$46.19 | \$50.73 | \$56.01 | \$61.30 | \$66.58 | \$71.87 | \$77.15 | \$82.44 | \$87.72 |
| MIN. | \$9.11 | 0 | \$2.96 | 12,000 | \$14.76 | \$19.92 | \$19.92 | \$22.88 | \$25.84 | \$28.80 | \$31.76 | \$34.72 | \$37.68 | \$40.64 | \$43.60 | \$46.56 |
| MAX. | \$45.81 | 4,000 | \$10.86 | 12,000 | \$46.10 | \$56.96 | \$67.82 | \$78.68 | \$89.54 | \$100.40 | \$111.26 | \$122.12 | \$132.98 | \$143.84 | \$154.70 | \$165.56 |

RESIDENTIAL SEWER RATE COMPARISON OF BAY COUNTY
 May 2020



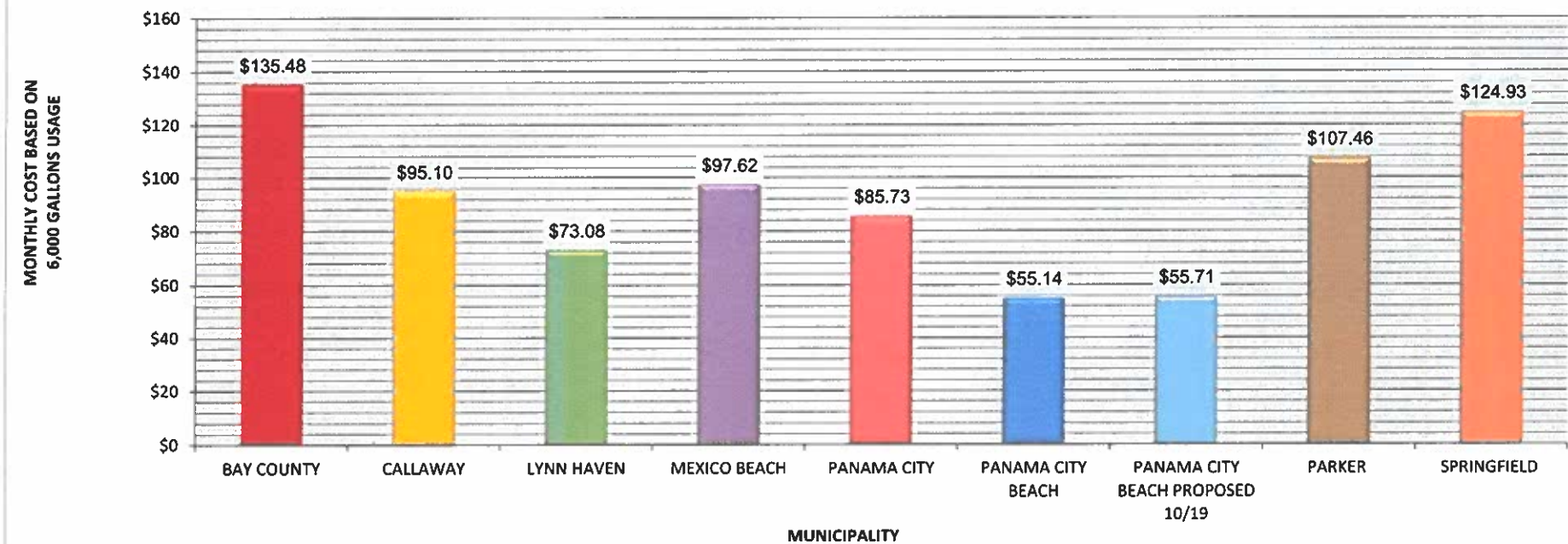
COMBINED RESIDENTIAL WATER & SEWER RATE COMPARISON

BAY COUNTY UTILITY SYSTEMS

May 2020

| SYSTEM NAME | COST FOR # OF GALLONS | | | | | | | | | | | |
|----------------------------|-----------------------|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | 1,000 | 2,000 | 3,000 | 4,000 | 5,000 | 6,000 | 7,000 | 8,000 | 9,000 | 10,000 | 11,000 | 12,000 |
| BAY COUNTY | \$68.55 | \$81.78 | \$95.01 | \$108.50 | \$121.99 | \$135.48 | \$149.63 | \$163.78 | \$177.93 | \$188.79 | \$207.51 | \$222.30 |
| CALLAWAY | \$50.90 | \$59.74 | \$68.58 | \$77.42 | \$86.26 | \$95.10 | \$103.94 | \$112.78 | \$121.62 | \$125.59 | \$139.30 | \$148.14 |
| LYNN HAVEN | \$27.63 | \$36.72 | \$45.81 | \$54.90 | \$63.99 | \$73.08 | \$82.17 | \$91.26 | \$100.35 | \$106.00 | \$118.53 | \$127.62 |
| MEXICO BEACH | \$83.52 | \$83.52 | \$83.52 | \$83.52 | \$90.57 | \$97.62 | \$104.67 | \$111.72 | \$118.77 | \$122.54 | \$132.87 | \$139.92 |
| PANAMA CITY | \$35.73 | \$45.73 | \$55.73 | \$65.73 | \$75.73 | \$85.73 | \$95.73 | \$105.73 | \$115.73 | \$122.33 | \$135.73 | \$145.73 |
| PANAMA CITY BEACH | \$36.63 | \$36.63 | \$36.63 | \$42.80 | \$48.97 | \$55.14 | \$61.31 | \$67.48 | \$73.65 | \$79.82 | \$85.99 | \$92.16 |
| PANAMA CITY BEACH PROPOSED | \$37.02 | \$37.02 | \$37.02 | \$43.25 | \$49.48 | \$55.71 | \$61.94 | \$68.17 | \$74.40 | \$80.63 | \$86.86 | \$93.09 |
| PARKER | \$41.11 | \$54.38 | \$67.65 | \$80.92 | \$94.19 | \$107.46 | \$120.73 | \$134.00 | \$147.27 | \$155.59 | \$173.81 | \$187.08 |
| SPRINGFIELD | \$52.68 | \$67.13 | \$81.58 | \$96.03 | \$110.48 | \$124.93 | \$139.38 | \$153.83 | \$168.28 | \$178.62 | \$197.18 | \$211.63 |
| AVE. | \$49.64 | \$58.25 | \$66.86 | \$76.28 | \$86.59 | \$96.89 | \$107.27 | \$117.66 | \$128.04 | \$135.01 | \$148.97 | \$159.44 |
| MEDIAN | \$46.01 | \$57.06 | \$68.12 | \$79.17 | \$88.42 | \$96.36 | \$104.31 | \$112.25 | \$120.20 | \$124.07 | \$137.52 | \$146.94 |
| MIN. | \$27.63 | \$36.72 | \$37.02 | \$43.25 | \$49.48 | \$55.71 | \$61.94 | \$68.17 | \$74.40 | \$80.63 | \$86.86 | \$93.09 |
| MAX. | \$83.52 | \$83.52 | \$95.01 | \$108.50 | \$121.99 | \$135.48 | \$149.63 | \$163.78 | \$177.93 | \$188.79 | \$207.51 | \$222.30 |

COMBINED WATER & SEWER RATE COMPARISON OF BAY COUNTY
May 2020



ORDINANCE NO. 1525

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING THE SEWER AND RECLAIMED WATER RATES FOR FISCAL YEAR 2020-21 AND THEREAFTER; INCREASING THE SEWER AND REUSE WATER RATES IN THE AMOUNT OF TWO PERCENT (2%), ALL AS MORE PARTICULARLY STATED IN THE BODY OF THIS ORDINANCE; INCREASING REACTIVATION FEES FOLLOWING VOLUNTARY TERMINATION; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2020.

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

SECTION 1. From and after the effective date of this ordinance, Sections 23-61 and 23-84 related to reactivation of service after voluntary termination are hereby repealed.

SECTION 2. From and after the effective date of this ordinance, Section 23-17 of the City's Code of Ordinances is created to read as follows:

Section 23-17 Reactivation of Service Fee After Voluntary Termination.

- (a) To reactivate sewer service after voluntary termination of such service, each customer shall pay a reactivation fee of fifty (\$50.00) for service locations within the City limits, and sixty two dollars and fifty cents (\$62.50) for service locations outside the City limits. "Reactivation of sewer service following voluntary termination of service" shall mean reactivation of sewer service at the request of the same customer, the same customer's spouse or anyone else on behalf of a customer who has previously requested termination of sewer service at the same location. If a customer requests reactivation of service at any time other than between the hours of 7:00 a.m. and 4:00 p.m., any Monday through Friday that City Hall is open for business ("normal operating hours"), the customer shall pay a fee of two hundred dollars (\$200.00) for reactivation within the City and two hundred fifty dollars (\$250.00) for reactivation outside the City.
- (b) To reactivate water service after voluntary termination of such service, each customer shall pay a reactivation fee of fifty dollars (\$50.00) for service locations within the City limits, and sixty two dollars and fifty cents (\$62.50) for service locations outside the City limits. "Reactivation of water service following voluntary termination of such service" shall mean reactivation of water service at the request of the same customer, the same customer's spouse or anyone else on behalf of a customer who has previously requested termination of water service at the same location. If a customer requests reactivation of service at any time other than between the hours of 7:00 a.m. and 4:00 p.m., any Monday through Friday that City Hall is open for business ("normal operating hours"), the customer shall pay a fee of two hundred dollars (\$200.00) for reactivation within the City and two hundred fifty dollars (\$250.00) for reactivation outside the City.
- (c) Nothing contained herein shall obligate the City to reactivate service on any day that City Hall is not open for business.

- (d) If a customer is reactivating water and sewer service, that customer shall only have to pay one reactivation fee.

SECTION 3. From and after the effective date of this ordinance, Section 23-60 of the City's Code of Ordinances shall be amended to provide for the following charges and fees to be imposed and collected for wastewater service:

Sec. 23-60. Charges and Fees.

- (a) *Purpose:* It is the purpose of this Article to provide for the recovery of costs from users of the City's wastewater disposal system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the City. After passage of this ordinance, all charges and fees may be amended by resolution of the City Council.
- (b) *Service Charges:* It is hereby determined necessary to fix and collect sewer service charges from customers. Such revenue received shall be used for operation, maintenance, replacement, debt retirement and other authorized expenses.
- (c) *Service Charges and Fees:*
 - (1) *Additional Fees.*** In addition to those fees specified herein, the City may, by a separate schedule of fees, establish and collect:
 - (a) fees for reimbursement of costs of setting up and operating the City's pretreatment program,
 - (b) fees for monitoring, inspection and surveillance procedures,
 - (c) fees for reviewing accidental discharge procedures and construction,
 - (d) fees for permit applications,
 - (e) fees for filing appeals,
 - (f) fees for consistent removal (by the City) of pollutants otherwise subject to Federal Pretreatment Standards,
 - (g) other fees as the City may deem necessary to carry out the requirements contained herein.
 - (2) *Charges and Fees.*** The City does hereby levy and assess the following charges and fees, which are to be collected by and payable to the City, for services to users of the public sewer lines, mains and laterals for the disposal of sewage provided by the City to those establishments which are connected with the said sewer system, which charges are hereinafter designated, and the said users shall pay for said services the sums so designated at the same time as the payment for water services shall be made as provided by the ordinances for the City and which charges shall be assessed upon the utility bill of all users, and the said user shall pay charges as hereinafter set forth as follows and which may be amended from time to time by the City Council by resolution:
 - (A) *Within and Without the City Limits.* The minimum monthly charge for wastewater service, including the first three thousand (3,000) gallons of wastewater furnished to all customers of the system, shall be as follows:

TABLE INSET:

| | Item | | Base Facility Charge for Service Inside City | Base Facility Charge for Service Outside City |
|-----|--|-----------------|---|---|
| (1) | Single-family residential, each | | \$19.53 \$19.92 | \$24.44 \$24.90 |
| (2) | Duplex | | \$19.53 \$19.92 | \$24.44 \$24.90 |
| (3) | Mobile home park, each site | | \$19.53 \$19.92 | \$24.44 \$24.90 |
| (4) | Apartment or condominium | | \$19.53 \$19.92 | \$24.44 \$24.90 |
| (5) | Motel Unit | | \$14.66 \$14.95 | \$18.33 \$18.69 |
| (6) | Washateria, each washer | | \$19.53 \$19.92 | \$24.44 \$24.90 |
| (7) | Small non-residential Establishments (Service Stations, Retail Stores, Offices, Churches; based on size of water meter) | | | |
| | a. | 3/4 " | \$29.28 \$29.87 | \$36.60 \$37.34 |
| | b. | 1" | \$39.06 \$39.84 | \$48.83 \$49.80 |
| (8) | Large non-residential Establishments (Schools, Restaurants, Short Order Food Establishments, Lounges, Sanitary Dump Stations, Public Restrooms, Amusement Parks, Parks: based on size of water meter) | | | |
| | a. | 1 1/2" | \$60.93 \$62.15 | \$76.16 \$77.69 |
| | b. | 2" | \$76.06 \$77.58 | \$95.08 \$96.98 |
| | c. | 3" | 126.89 \$129.43 | \$158.64 \$161.79 |
| | d. | 4" | \$182.77 \$186.43 | \$228.46 \$233.04 |
| | e. | 6" | \$365.63 \$372.94 | \$457.04 \$466.18 |
| | f. | Greater than 6" | By contract | + 25% surcharge |
| (9) | Campgrounds, each site | | \$3.61 \$3.68 | \$4.51 \$4.60 |

The monthly overage charge for wastewater service furnished above the minimum shall be two dollars and ~~ninety six ninety~~ cents **(\$2.96)** (~~\$2.90~~) per one thousand (1,000) gallons inside the City and three dollars and ~~seventy sixty three~~ cents **(\$3.70)** (~~\$3.63~~) per one thousand gallons outside the City.

(B) Former Grand Lagoon Utilities Geographic Area of Service.

- (1) Notwithstanding Section 23-60(c) of this Code, the rates, fees, and charges for sewer service within the Grand Lagoon Utilities, Inc., geographic area of service as designated by the Florida Public Service Commission on August 1, 1989, shall be as follows:

GENERAL MONTHLY SEWER RATES
(All Except Residential)

TABLE INSET:

| Meter Size | Base Facility Charge |
|-------------|-----------------------------------|
| 5/8" x 3/4" | \$23.97 \$24.45 |

| Meter Size | Base Facility Charge |
|-----------------|---|
| 3/4" | \$36.36 \$37.09 |
| 1" | \$59.48 \$60.67 |
| 1 1/2" | \$119.66 \$122.05 |
| 2" | \$181.01 \$184.63 |
| 3" | \$341.72 \$348.55 |
| 4" | \$532.09 \$542.73 |
| 6" | \$1,064.22 \$1,066.05 |
| Gallonge charge | \$4.17* \$4.19* |

*Per 1,000 gallons or part thereof

RESIDENTIAL MONTHLY SEWER RATES

TABLE INSET:

| Meter Size | Base Facility Charge |
|----------------------|-----------------------------------|
| All | \$23.95 \$24.43 |
| Plus Gallonge Charge | \$3.48* \$3.55* |

(Maximum Charge at 10,000 Gallons)

*Per 1,000 gallons or part thereof

- (2) Reserved.
 - (3) Multiple Classifications. One service used for more than one of the classifications above shall pay and be charged for each of such usages.
 - (4) Incremental Usage. The monthly overage charge for sewers set forth in subsection (a) above shall be calculated upon each one thousand (1,000) gallons of water, or part thereof, consumed in excess of the gallonge per month included in the minimum water charge.
- (C) Former Bayside Utilities Geographic Area of Service.
- (1) Notwithstanding Section 23-60(c) of this Code, the rates, fees, and charges for sewer service within the Bayside Utilities, Inc., geographic area of service, shall be as follows:

GENERAL MONTHLY SEWER RATES

(All Except Residential)

TABLE INSET:

| Meter Size | Base Facility Charge |
|-------------|--|
| 5/8" x 3/4" | \$21.44 \$21.87 |
| 1" | \$56.97 \$57.21 |
| 1 1/2" | \$113.14 \$113.52 |
| 2" | \$180.52 \$181.00 |
| 3" | \$340.34 \$341.14 |
| 4" | \$529.92 \$531.07 |
| 6" | \$1,059.89 \$1062.18 |
| 8" | \$1,707.14 |

| Meter Size | Base Facility Charge |
|---|----------------------|
| Gallonge charge \$8.14* \$8.16* | |

*Per 1,000 gallons or part thereof

RESIDENTIAL MONTHLY SEWER RATES

TABLE INSET:

| Meter Size | Base Facility Charge |
|--|-----------------------------------|
| All | \$21.43 \$21.86 |
| Plus Gallonge Charge \$6.89* \$6.91* | |

(Maximum Charge at 6,000 Gallons)

*Per 1,000 gallons or part thereof

- (2) Reserved.
 - (3) Multiple Classifications. One service used for more than one of the classifications above shall pay and be charged for each of such usages.
 - (4) Incremental Usage. The monthly overage charge for sewers set forth in subsection (a) above shall be calculated upon each one thousand (1,000) gallons of water, or part thereof, consumed in excess of the gallonage per month included in the minimum water charge.
- (d) (1) Distribution of Operation and Maintenance Costs. For the purpose of insuring a proportional distribution of operation and maintenance cost to each user, commercial and Industrial Users and bulk customers shall be subject to a surcharge for discharging wastewater which is defined as having the following concentrations (milligrams per liter - mg/l):
- (i) Biochemical Oxygen Demand at 5 days at 20 degrees C, abbreviated BOD5 - 250 mg/l
 - (ii) Total Suspended Solids, abbreviated TSS - 220 mg/l
- (2) Each commercial and Industrial User and bulk customer that is determined to discharge wastewater having pollutants in excess of normal wastewater shall pay a charge dependent on water volume consumed or wastewater discharged and measured by a wastewater flow meter. These pollutant surcharges are as follows:
- (i) BOD5 - \$0.14 per pound/month
 - (ii) TSS - ~~\$0.39~~ **\$0.40** per pound/month
- (3) Pollutants in excess of normal wastewater shall be determined from periodic laboratory analysis of the user's wastewater. Laboratory analysis of the wastewater shall be conducted as outlined in the latest publication of the Standard Methods for the examination of Water and Wastewater, or American Society for Testing and Materials, Part 31, Water, or the U.S. Environmental Protection Agency Methods.
- (4) In the event that a commercial or Industrial User or bulk customer discharges certain wastes containing inordinate oxygen demanding substances, the City reserves the right to substitute Chemical Oxygen Demand (COD) or Total Organic Carbon (TOC) test instead of BOD5. An evaluation of the user's discharge and the cost of treatment will be established for such substances. If an Industrial User chooses or elects COD, then the

ratio of COD to BOD must be 2:1. In the event an Industrial User requests to use TOC, then his proposed methodology shall be submitted to the City for approval prior to it being used as a basis for charging for this particular pollutant. It shall be the responsibility of industrial and commercial users and bulk customers to notify the City of changes in the pollutant and contribution of their wastewater.

- (5) For purposes of determining commercial and industrial sewer charges, each user's water consumption or wastewater discharged and measured by a wastewater flow meter shall be taken as that metered water volume consumed during the current month.
 - (6) If any user can prove to the satisfaction of the City that substantial amounts of metered water do not enter the waste water collection system, the sewer bill will be reduced accordingly.
 - (7) Notwithstanding any other provision of this ordinance, if the City determines that wastewater services provided any commercial or Industrial User or bulk customer significantly differs from that upon which the rate structure set forth in subsection (A) of this article, the City may enter into a separate agreement with any such user to discharge sewer into the public sewer under such rates, terms and conditions as may be reasonable under the circumstances.
- (e) Each user that discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge treatment works shall pay for any such increased cost.
 - (f) Rates are to be adjusted annually, based on the adopted budget for the wastewater system. This annual review and adjustment shall be the result of studies that reflect any change in the proportionate contribution of wastewater flow or pollutant by any class of user. The adjusted rate or rates, whether by increase or decrease, shall be reflected in each subsequent billing period by the amount of such change. This annual review will ensure a proportional distribution of operation and maintenance and renewal and replacement, and other costs to each user including major and minor industrial, commercial and residential users.
 - (g) The City of Panama City Beach from time to time and as often as shall be necessary will revise rates, fees and charges of the wastewater collection, transmission, treatment and disposal system in order to comply with revenue needs of operating, maintenance, capital costs, debt service and reserve requirements and other costs associated with the Series 1997 Revenue Bonds and the Department of Environmental Protection State Revolving Fund Loan agreement.

SECTION 4. From and after the effective date of this ordinance, Section 23-146 of the City's Code of Ordinances shall be amended to provide for the following charges and fees to be imposed and collected for reuse water service:

Sec. 23-146. Reclaimed Water Rates and Service Charges Assessed.

Purpose: It is the purpose of this Article to provide for the recovery of costs from users of the City's reclaimed water system for the implementation of the program established herein. These charges and fees relate solely to the matters covered by this Resolution and are separate from all other fees chargeable by the City.

- (a) The minimum monthly charge for reclaimed water service, including the first three thousand (3,000) gallons of reclaimed water furnished to all customers of the system,

except bulk customers requiring in excess of 100,000 gallons per day on any day, shall be as follows:

TABLE INSET:

| Size of Connection | Inside City | Outside City |
|--------------------|---|-----------------------------------|
| (1) 3/4" | \$8.87 \$9.05 | \$11.09 \$11.31 |
| (2) 1" | \$13.34 \$13.61 | \$16.68 \$17.01 |
| (3) 1- 1/2" | \$25.32 \$25.83 | \$31.65 \$32.29 |
| (4) 2" | \$47.98 \$48.94 | \$59.98 \$61.18 |
| (5) Above 2" | By contract but no less than cost of maintenance of meter | Same Plus 25% |
| | | |

- (b) The monthly charge for water furnished above the minimum shall be seventy seven ~~seventy five~~ cents (~~\$0.77~~ **\$0.75**) per one thousand (1,000) gallons inside the City and ninety six ~~ninety four~~ cents (~~\$0.96~~ **\$0.94**) per one thousand gallons outside the City.
- (c) The monthly charge for bulk customers requiring in excess of 100,000 gallons per day on any day shall be by contract.
- (d) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments and other multiple family dwellings served by one (1) service connection and meter shall pay the minimum charge as those specified for condominiums and apartments. No service connection and meter may serve more than one (1) building lot.
- (e) Should the City desire that meter deposits be required of customers, the same shall be accomplished by the passing of a resolution by the City Council.

SECTION 5. The appropriate officers and agents of the City are authorized and directed to codify, include and publish the provisions of this Ordinance within the Panama City Beach Code and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

This Ordinance shall become effective as of October 1, 2020.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City

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

MARK SHELDON, MAYOR

ATTEST:

LYNNE FASONE, CITY CLERK

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

MARK SHELDON, MAYOR

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

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

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Community Redevelopment Agency (CRA)/David O. Campbell

2. MEETING DATE:

September 10, 2020

3. REQUESTED MOTION/ACTION:

Approve Resolution setting CRA program priorities for FY 2021

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 CRA Near Work Plan was prepared in conjunction with the FY2021 Budget and discussed with the CRA Advisory Committee on August 10, 2020. The committee did not offer changes to the plan. In drafting the work plan staff attempts to reflect the stated priorities of the City Council. By approving this resolution, CRA activities and priorities for FY 2021 can be memorialized and implemented.

RESOLUTION NO. 20-168

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE FRONT BEACH ROAD REDEVELOPMENT AREA; PROVIDING FOR FINDINGS; AUTHORIZING AND DIRECTING THE EXECUTION OF A NEAR TERM WORK PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

SECTION 1. AUTHORITY. Pursuant to Article VIII, Section 29(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City of Panama City Beach (the "City") has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law. Pursuant to Section 163.358, Florida Statutes, the City, acting ex officio as the Panama City Beach Community Redevelopment Agency (the "Agency"), has all the powers necessary or convenient to carry out and effectuate the purposes and provision of Part III of Chapter 163, Florida Statutes (the "Community Redevelopment Act").

SECTION 2. FINDINGS. It is ascertained, determined and declared as follows:

- (A) The Front Beach Road Community Redevelopment Plan contains three, long term, primary objectives:

- (1) Pedestrian, Parking and Transportation Improvements. This objective includes an enhanced and interconnected network of right of way and other infrastructure projects that focuses on improving pedestrian movement, overall parking needs along Front Beach Road, ingress/egress and evacuation routes along Front Beach Road and its major connectors, upgrading stormwater management along Front Beach Road, and undergrounding of utilities within the Redevelopment Area.
 - (2) Enhance Beach Access and Related Parking. This objective includes the enhancement of existing beach access points and the creation of new access points where warranted, and the provision of parking areas to support these access points throughout the corridor.
 - (3) Plan Funding and Financing. This objective includes the creation and maintenance of efficient, practical and equitable funding and financing to properly implement the Plan and its several projects, utilizing tax increment revenues, non-ad valorem assessment revenue, bonds, other public instruments, grants, public/private partnerships and other sources of funding.
- (B) Activities previously authorized by the City Council in accordance with the last Work Plan adopted by Resolution 19-126 on August 8, 2020, and subsequently completed to advance the first, and third and to more limited degree the second, primary objectives include:

- (1) Continue to coordinate with Gulf Power and communication companies to complete installation of remaining underground lines (if any) and removal of remaining poles and aerial lines for Front Beach Road **Segment 2**.
- (2) Begin construction of Front Beach Road **Segment 3** and Highway 79.
- (3) Continue management of Front Beach Road design and construction plans for **Segment 4.1** (Lullwater to Hills Road). Coordinate with FDOT to utilize the combined TRIP grant funding. Acquire necessary right of way and advertise final construction plans for bid. Start of construction is anticipated in FY21.
- (4) Finalize the plans and advertise the bid for the **Alf Coleman Phase 1** Project to raise the roadway out of the floodplain and install FDOT funded sidewalks.
- (5) Coordinate with future developments for CRA right-of-way partnerships, specifically, but not limited to, **Powell Adams Road** where a development is planned at the intersection of Front Beach Road.
- (6) Continue coordination with FDOT to secure right of way agreements and right of way transfers beneficial to the City. Hold a workshop with City leaders and FDOT to discuss options.
- (7) Implement a street sweeping program for completed segments of the Front Beach Road CRA projects. This will primarily extend the life of the pavement, and secondarily protect the functionality of the stormwater management system.
- (8) Manage CRA landscape maintenance contracts to include Segment 2 after 1-year maintenance period expires.
- (9) Consider beach parking opportunities to compliment beach access points to include public/private parking partnerships.

- (10) Coordinate with the Bay Town Trolley to offer transit opportunities along the completed Front Beach Road segments.
- (11) Continue exploring alternate roadway transit funding through government grants, loan programs and public/private partnerships.
- (12) Continue efforts to evaluate local economic trends and available increment revenues to develop financing options and plans, including leveraging tax increment funds to procure additional bond financing.

SECTION 3. DIRECTION AND AUTHORITY TO EXECUTE A NEAR TERM WORK PLAN.

- (A) The City Manager and staff under his direction, including the Program Manager and City sub-consultants, are hereby directed and authorized to budget or encumber, subject to final approval by the City Council, the available and unencumbered funds for fiscal years 2020 and 2021 necessary to undertake or carry out the following activities to advance the first, and third and to more limited degree the second primary CRA objectives, referred to as the "Near Term Work Plan:"
 - (1) Continue to coordinate with Gulf Power and the communication companies to complete the removal of remaining poles and aerial lines for Front Beach Road **Segment 2**.
 - (2) Complete the traffic analysis for the proposed roundabout at the intersection of Front Beach Road **Segment 3** and Highway 79. Finalize redesign if warranted and advertise final construction plans for bid, select a contractor and begin construction.
 - (3) Continue management of Front Beach Road design and construction plans for **Segment 4.1** (Lullwater Lake to Hills Road). Coordinate with FDOT to utilize the combined TRIP grant funding for design (\$756,000). Advertise final construction plans for bid.

- (4) Continue management of Front Beach Road design and construction plans for **Segment 4.2** (Hills Road to Hutchison Blvd).
- (5) Finalize the plans and advertise for bid the **Alf Coleman Phase I** project (PCB Parkway to Hutchison St.) to raise the roadway out of the floodplain and install FDOT funded sidewalks. Coordinate with City consultants, Hagerty Consulting, to obtain \$1.5 MM Hazardous Mitigation Grant Program (HMGP) funds.
- (6) Coordinate with future developments for CRA right-of-way partnerships, specifically, but not limited to, **Powell Adams Road** where a development is planned at the intersection of Front Beach Road.
- (7) Finalize design of the **Powell Adams Road Phase II** (south half), advertise final construction plans for bid, select a contractor and begin construction.
- (8) Manage all construction projects in the CRA to ensure compliance with the \$40 MM bond issue.
- (9) Continue coordination with FDOT to secure right of way agreements and right of way transfers beneficial to the City.
- (10) Continue efforts to implement the "Smart Lighting" initiative in future phases of the Front Beach Road CRA and explore other avenues to create a "Smart City" network within the CRA.
- (11) Implement a street sweeping program. This will extend the life of the pavement and protect the functionality of the stormwater management system.
- (12) Manage CRA landscape maintenance contracts.
- (13) Consider beach parking opportunities to compliment beach access points to include public/private parking partnerships.
- (14) Coordinate with the Bay Town Trolley to offer transit opportunities along the completed Front Beach Road segments.
- (15) Continue exploring alternate roadway transit funding through government grants, loan programs, and public/private partnerships.
- (16) Continue efforts to evaluate local economic trends and available tax increment revenues to develop financing options and plans,

including leveraging tax increment funds to procure additional bond financing.

- (B) If current funds on hand shall appear insufficient to complete the Near Term Work Plan, the City Council reserves the duty to resolve conflicting priorities.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

ADOPTED this _____ of _____.

**CITY COUNCIL OF PANAMA CITY BEACH,
FLORIDA, AND EX OFFICIO AS THE
GOVERNING BODY OF THE PANAMA CITY
BEACH COMMUNITY REDEVELOPMENT
AGENCY**

Mayor, and Ex Officio as Chair of the Agency

ATTEST:

City Clerk, and Ex Officio as
City Clerk to the Agency

REGULAR ITEM

6

CIVIL SERVICE

Regular Meeting
1st Wednesday
12:00 P.M.
2 yr term start
1st Wed October
4 pick 5th

Bill Montfort (5th- Board)(Chair)
Joe Scott (Employee)
Mark Kinkade. (Council)
James Turner (Council)
Mark Neitzel (Employees)

2020
2021
2021
2020
2020

REGULAR ITEM

7

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

Staff Liaison- Mel Leonard

Council Liaison- Mark Sheldon

Ex-Officios-

PCB Chamber (Kristopher McLane) kristopher@pcbeach.org

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

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

TDC (Dan Rowe) drowe@visitpanamacitybeach.com

| | | | |
|-----------------|-------------|---------------|--|
| _____ | (Jarman) | | |
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| _____ | (McConnell) | | |
| _____ | (McConnell) | | |
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| Peter Fischetti | (Chester) | c951-272-1530 | fischettipub@sbcglobal.net |
| Bill Logsdon | (Casto) | c850-596-8194 | wrlogsdon@gmail.com |
| Skip Stoltz | (Casto) | c850-276-6111 | skipstoltz@knology.net |
| Brandon Miller | (Sheldon) | c850-687-3291 | brandon.miller@sunbeltrentals.com |
| Cindy Duncan | (Sheldon) | c850-319-1075 | weathcm@gmail.com |

REGULAR ITEM

8

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

Staff Liaison- Mel Leonard

Council Liaison- Mark Sheldon

Ex-Officios-

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