



City of
Panama City Beach

City Hall
17007 PCB Parkway
PCB, FL. 32413
www.pcbgov.com

**CITY COUNCIL
Regular Meeting Agenda
May 13, 2021
6:00 PM**

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

A. CALL TO ORDER

- 1. ROLL CALL.**
- 2. INVOCATION BY VICE MAYOR GEOFF MCCONNELL.**
- 3. PLEDGE OF ALLEGIANCE LED BY VICE MAYOR GEOFF MCCONNELL AND BOY SCOUT TROOP #317.**
- 4. COMMUNITY ANNOUNCEMENTS.**
- 5. APPROVAL OF THE FEBRUARY 25, 2021 REGULAR MEETING MINUTES.**
- 6. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.**
- 7. PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS. (LIMITED TO 3 MINUTES)**

B. PRESENTATIONS

- 1. BOYS & GIRLS CLUB PROCLAMATION PRESENTATION.**
- 2. WATER SAFETY MONTH PROCLAMATION PRESENTATION.**
- 3. HAGERTY CONSULTING GROUP PRESENTATION.**
- 4. HOLLAND & KNIGHT PRESENTATION.**

C. CONSENT AGENDA

- 1. RESOLUTION 21-150, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ODYSSEY MANUFACTURING COMPANY, FOR ODOR CONTROL AND CARBON AFTER-FILTER UNITS FOR THE CITY'S WASTEWATER TREATMENT FACILITY AND FOR VARIOUS LIFT STATIONS 40, 73, 96 AND 128 IN THE AMOUNT OF \$1,241,600.**

2. **RESOLUTION 21-151, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH DAG ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECT AND SUPPORTING ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT; AND APPROVING A TASK ORDER FOR DESIGN, BID AND CONSTRUCTION ADMINISTRATIVE SERVICES RELATED TO CONSERVATION PARK OFFICE BUILDING IN THE AMOUNT OF \$48,870.**
3. **RESOLUTION 21-152, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A CONTINUING CONTRACT FOR SERVICES FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO THE FIRE AND POLICE DEPARTMENT FACILITIES ACCORDING TO THE RANKING SET FORTH IN THE BODY OF THE RESOLUTION.**
- 4.* **RESOLUTION 21-153, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RATIFYING A CHANGE ORDER WITH C.W. ROBERTS CONTRACTING INC. FOR GRIFFITS PARKWAY SEGMENT 2 IMPROVEMENTS IN THE AMOUNT OF \$115,571.40.**
5. **RESOLUTION 21-154, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH L & R CONTRACTING, LLC FOR THE CONSTRUCTION OF THE PANAMA CITY BEACH – HOMBRE CIRCLE CULVERT IMPROVEMENTS & CLEANING PROJECT IN THE AMOUNT OF \$215,229.43.**
6. **RESOLUTION 21-155, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH TETRA TECH FOR THE GATHERING OF SUPPLEMENTAL SITE MONITORING INFORMATION ASSOCIATED WITH A PERMIT MODIFICATION AT THE CONSERVATION PARK FOR THE BASIC AMOUNT OF \$11,000.**
- 7.* **RESOLUTION 21-156, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LAS CONTRACTING CORP. FOR THE PANAMA CITY BEACH PARKWAY (NORTH PIER PARK DRIVE TO NAUTILUS STREET) SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED \$434,000; AUTHORIZING CHANGE ORDERS FOR UNFORSEEN CIRCUMSTANCES AND UNDER CERTAIN CONDITIONS IN AN AMOUNT NOT TO EXCEED \$20,000.**
- 8.* **RESOLUTION 21-157, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR PROVISION OF PROFESSIONAL ENGINEERING DESIGN SERVICES FOR FRONT BEACH ROAD 4.2 UTILITIES RELOCATION IN THE AMOUNT OF \$222,940.**

9. RESOLUTION 21-158, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AND TO THE EXTENT NECESSARY RATIFYING A NOISE VARIANCE FOR EARLY MORNING CONSTRUCTION ACTIVITY AT 16006 FRONT BEACH ROAD DURING THE PERIOD MAY 5 THROUGH JUNE 16, 2021.
10. RESOLUTION 21-159, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MAINTENANCE AND RIGHT OF WAY MAP VESTING ALL RIGHT, TITLE, EASEMENT AND APPURTENANCES IN AND TO A PORTION OF THE ROAD KNOWN AS EAGLE DRIVE; AND AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO CERTIFY AND RECORD SUCH MAP IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

D. REGULAR AGENDA – DISCUSSION / ACTION

1. AM ORDINANCE 1548, AMENDING CITY ORDINANCE INCREASING WATER AND SEWER IMPACT FEES 2ND READING / PUBLIC HEARING, AND ADOPTION.
2. ML ORDINANCE 1544, AMENDING THE CITY'S FUTURE LAND USE MAP REGARDING LAND LOCATED AT 285 POINTSETTIA DRIVE, 1ST READING.
3. ML ORDINANCE 1545, REZONING A 0.573 ACRE PARCEL OF LAND LOCATED AT 285 POINSETTIA FROM R1C TO CH, 1ST READING.
4. ML ORDINANCE 1553, AMENDING THE CITY'S FUTURE LAND USE MAP REGARDING LAND LOCATED AT 283 POINTSETTIA DRIVE, 1ST READING.
5. ML ORDINANCE 1554, REZONING 0.229 ACRES LOCATED AT 283 POINSETTIA DRIVE FROM R1C TO CH, 1ST READING.
6. HW ORDINANCE 1555, AMENDING THE GENERAL EMPLOYEE PENSION PLAN REGARDING RETIRED, 1ST READING.
7. ML RESOLUTION 21-160, BUDGET AMENDMENT FOR CODE ENFORCEMENT STAFFING.
8. AM RESOLUTION 21-161, APPROVAL OF INTERLOCAL AGREEMENT, AND BUDGET AMENDMENT.
9. DW RESOLUTION 21-162, APPROVING A MUTUAL AID AGREEMENT, AND BUDGET AMENDMENT.
10. DW RESOLUTION 21-163, APPROVING GLOBAL RELAY BUDGET AMENDMENT.

COMMUNITY ANNOUNCEMENTS



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

4. AGENDA:

COMMUNITY ANNOUNCEMENTS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

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

[05.11.2021.Community Announcements.pdf](#)



City of
Panama City Beach

17007 PCB Parkway
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Community Announcements

for May 11, 2021 Council Meeting

<u>Date/Time</u>	<u>Event</u>	<u>Location</u>
May 12-15	Florida Jeep Jam	Frank Brown Park
May 15	IRONMAN 70.3 Gulf Coast	Various Locations
May 15	Panama City Swim Team Swim Meet	Frank Brown Park
June 4-5	UNwined	Aaron Bessant Park
June 9-10	USSSA Fastpitch	Frank Brown Park

APPROVAL OF MINUTES

MINUTES of the Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on **February 25, 2021.**

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

ROLL CALL

MAYOR MARK SHELDON
VICE MAYOR GEOFF MCCONNELL
PHIL CHESTER
PAUL CASTO

Councilman Michael Jarman was excused. Others present were Interim City Manager Al Shortt, City Attorneys Amy Myers and Cole Davis, City Clerk Lynne Fasone, Directors and members of the public and press.

Pastor Jason Williams from Woodstock Church led the invocation. Councilman Phil Chester led the Pledge of Allegiance.

Mayor Sheldon provided community announcements. Mayor Sheldon called for approval of the December 10, 2020 meeting minutes. Councilman Chester so moved. Vice Mayor McConnell seconded the motion. All were in favor by a roll call vote (4-0).

Councilman Chester	Aye
Vice Mayor McConnell	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

Mayor Sheldon called for approval, additions and/or deletions to the agenda. Hearing and seeing none, Vice Mayor McConnell moved to approve the agenda. Councilman Chester seconded the motion. All were in favor of approval of the agenda by a roll call vote (4-0).

Councilman Chester	Aye
Vice Mayor McConnell	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

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

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

Michelle Carter – Ms. Carter reported that she spoke with the previous City Manager Tony O’Rourke and he stated that she was correct about the public ordinance regarding parking. Ms. Carter asked Council to reinstate Tony O’Rourke as City Manager.

Chad Baxter – Mr. Baxter commented on child’s behaviors and personalities, the hiring of city managers, and NASA.

Burnie Thompson – Mr. Thompson asked for a copy of the memorandum submitted by Mr. O’Rourke and the statutory exemption for not providing him a copy. Mr. Thompson commented on the FBI subpoena.

Mayor Sheldon called for further public comments. Hearing and seeing none, Mayor Sheldon closed public comments.

PRESENTATIONS

Councilman Chester presented employee with years of service awards.

Mayor Sheldon invited Ben Rausa with Ironman to the podium. Mr. Rausa presented Will Spivey with a check to the City for the City’s years of support of the Ironman events.

Mayor Sheldon invited Director Kelly Jenkins to the podium. Director Jenkins introduced Gulf Power representatives for a presentation on street lighting, how to report a street light outage and street lighting policies.

Mayor Sheldon invited Director Holly White to the podium. Director White updated City Council on the 5-year Stormwater Plan. Director White reported that she would have updates for Council on the Pool and Pier 5-year Plans in April/May.

CONSENT AGENDA

RESOLUTION 21-90, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN EMERGENCY REPAIR OF A PUMP FOR LIFT STATION 7 FROM AAG ELECTRIC MOTORS & PUMPS, INC. IN THE BASIC AMOUNT OF \$13,254.36.

RESOLUTION 21-91, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH CHANDLER & ASSOCIATES, INC. FOR APPRAISALS FOR THE FBR RIGHT-OF-WAY SEGMENT 4.1 PROJECT IN THE AMOUNT OF \$21,000.

RESOLUTION 21-92, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AS TO FORM AND CONTENT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSENT ORDER RELATED TO THE CROSS-CONNECTION CONTROL PROGRAM FOR THE PANAMA CITY BEACH PUBLIC WATER SYSTEM.

RESOLUTION 21-93, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR CRA MID-BLOCK CROSSWALK DESIGN IN THE AMOUNT OF \$42,040.

RESOLUTION 21-94, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE LIMITED ENGAGEMENT OF HOLLAND & KNIGHT AS SPECIAL COUNSEL TO THE CITY.

REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.

Mayor Sheldon asked Ms. Fasone to read the consent agenda. Mayor Sheldon announced that the consent agenda was available. Councilman Chester moved to approve the consent agenda. Councilman Casto seconded the motion. All were in favor of approval by a roll call vote (4-0).

Councilman Chester	Aye
Vice Mayor McConnell	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

REGULAR AGENDA- DISCUSSION/ACTION

ITEM 1. ORDINANCE 1546, MODIFICATION TO PUD MASTER PLAN REQUIREMENTS.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Ordinance 1546 by title only. Mayor Sheldon opened up Item 1 for public comment. Hearing and seeing no public comment, Mayor Sheldon closed public comments. Mayor Sheldon called for comments from Director Leonard. Director Leonard briefly reviewed the proposed modification and reported that the City’s Planning Board recommended approval.

Mayor Sheldon called for comments from Council. Hearing and seeing none, Vice Mayor McConnell moved to approve Ordinance 1546. Councilman Chester seconded the motion. All were in favor by a roll call vote (4-0).

Councilman Chester	Aye
Vice Mayor McConnell	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

ITEM 2. KELLY STREET PINES PLAT AND PUBLIC HEARING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers recommended this this item be continued to the March 11th meeting. Mayor Sheldon opened up Item 2 for public comment.

Gary Helping Jr. – Mr. Helping reported that they had failed to get the mylar and bond approved in time for this meeting.

Mayor Sheldon closed public comments. Mayor Sheldon called for comments from Council. Councilman Casto moved to continue approval of the Plat to the March 11th City Council meeting. Councilman Chester seconded the motion. Hearing and seeing no further comments, all were in favor of the continuance by a roll call vote (4-0).

Councilman Chester	Aye
Vice Mayor McConnell	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

ITEM 3. RESOLUTION 21-99, HICA RELATED TO TAPESTRY PARK, PHASE 3.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-99 by title only. Mayor Sheldon opened Item 3 up for public comment. Hearing and seeing no public comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available. Councilman Casto moved to approve Resolution 21-99. Councilman Chester seconded the motion. All were in favor by a roll call vote (4-0).

Councilman Chester	Aye
Vice Mayor McConnell	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

ITEM 4. TAPESTRY PARK PHASE 3 PLAT AND PUBLIC HEARING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers described the purpose of the Plat approval and called for Jennings Disclosures.

Councilman Chester reported he knew where the property was located and had no conversations about it. Vice Mayor McConnell reported he was aware of the location of the property and had no conversations about it. Councilman Casto reported that he too was aware of the location and had no conversations about it. Lastly, Mayor Sheldon reported that he was aware of the location and had no conversations about it.

Mayor Sheldon opened up Item 4 for public comment. Hearing and seeing none.

Mayor Sheldon noted this item was available to Council. Vice Mayor McConnell moved to approve the Plat. Councilman Chester seconded the motion. All were in favor by a roll call vote (4-0).

Councilman Chester	Aye
Vice Mayor McConnell	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

ITEM 5. RESOLUTION 21-96, PANHANDLE ENGINEERING TASK ORDER REJ NORTH DESIGN AND BUDGET AMENDMENT.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-96 by title only. Mayor Sheldon opened up Item 5 for public comment. Hearing and seeing no public comments, Mayor Sheldon closed public comments. Director Campbell, Vice Mayor McConnell and Mayor Sheldon spoke briefly about the road safety audit at this particular location. Mayor Sheldon noted this item was available. Councilman Casto moved to approve Resolution 21-96. Councilman Chester seconded the motion. All were in favor by a roll call vote (4-0).

Councilman Chester	Aye
Vice Mayor McConnell	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

ITEM 6. RESOLUTION 21-97, AQUATIC CENTER 2021 SCHEDULE AND BUDGET AMENDMENT.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-97 by title only. Mayor Sheldon opened up Item 6 for public comment. Hearing and seeing no public comments, Mayor Sheldon closed public comments. Vice Mayor McConnell inquired about salaries. Director Ponek reported this was not in the budget because of COVID. Vice Mayor McConnell clarified that the costs was the same as in the past years, adjusting for inflation. Director White concurred and reported that she fully expected this not to have a negative impact on the budget, should put back to the status quo pre-COVID. Mayor Sheldon noted this item was available. Councilman Casto moved to approve Resolution 21-97. Councilman Chester seconded the motion. All were in favor by a roll call vote (4-0).

Councilman Chester	Aye
Vice Mayor McConnell	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

ITEM 7. RESOLUTION 21-100, SPECIAL EVENTS ON SANDY BEACH.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-100 by title only and noted the expiration of March 31, 2021. Mayor Sheldon opened up Item 7 for public comment. Hearing and seeing no public comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available. Councilman Chester moved to approve Resolution 21-100. Vice Mayor McConnell seconded the motion. All were in favor by a roll call vote (4-0).

Councilman Chester	Aye
Vice Mayor McConnell	Aye
Councilman Casto	Aye
Mayor Sheldon	Aye

ITEM 8. DISCUSSION ITEM – TORNADO SIRENS.

Mayor Sheldon introduced Chief Ray Morgan. Chief Morgan presented the attached PowerPoint on tornado sirens. Mayor Sheldon reported he wanted to bring this forward so Council could look at cost structuring/real expense.

INTERIM CITY MANAGER REPORT

Mr. Shortt reported that 49 applications for the City Manager position had been received as of the close of business yesterday. Mr. Shortt inquired if Council wanted detailed background checks performed. Council members stated yes. Council asked that the applications/information be received and delivered to Council by the Close of business on Thursday, prior to the March 5th special meeting at 9am.

Mr. Shortt provided a COVID update and recommended that the buildings be available to the public, with basic protocol, masks, etc. beginning Monday morning. Council members agreed.

Mr. Shortt reported that the Administration would like to present a Water / Sewer Impact Fee presentation on March 25th. Discussion regarding rates, impact fees, and the 90-day waiting period took place.

Mr. Shortt reported the City hired a new purchasing manager, Tina Kunst, and she started this week. Mr. Shortt added that the Administration would ask Council to bless the procurement procedures in the future.

Mr. Shortt reported Jim and his staff did a tremendous job on the clean-up of Frank Brown Park after the recent tornado. Mr. Shortt estimated the damage at approximately \$120,000.

Lastly, Mr. Shortt reported that the Hyatt Place Hotel requested permission to start pouring concrete at 3:00 am in the morning. Discussion regarding the time needed to pour concrete, possible lane shift and noise took place. Discussion regarding City Council granting a noise variance, memorializing by a motion, and the City Manager or sending a letter took place. Mr. Shortt reported he would gather more information and come back to Council at the next meeting. All Council members voted in favor of beginning the pours sooner rather than later in the day (4-0) and memorializing the decision with a letter by the City Manager.

CITY ATTORNEY REPORT

No report.

COUNCIL COMMENTS

Councilman Casto thanked Al Shortt for filling in as Interim City Manager.

Councilman Chester thanked Jim and his staff for cleaning up after the recent tornado.

Vice Mayor McConnell concurred and thanked the first responders and Ben with Ironman for the charitable donation.

Mayor Sheldon thanked Al Shortt for filling in as Interim City Manager and City Staff members for pitching in as well.

With nothing further, Mayor Sheldon adjourned the meeting by unanimous consent at 10:31 a.m.

READ AND APPROVED this 13th day of May, 2021.

Mark Sheldon, Mayor
City of Panama City Beach, Florida

ATTEST:

Lynne Fasone, MMC
City Clerk

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

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

PRESENTATIONS



CIVIC ACHIEVEMENT AWARD

Be It Known That:

Troy Tice

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

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

Presented this 13th day of May, 2021.

Mayor Mark Sheldon

Vice Mayor Geoff McConnell

Councilman Paul Casto

Councilman Phil Chester

Councilman Michael Jarman



~Proclamation~

A PROCLAMATION RECOGNIZING MAY AS WATER SAFETY MONTH

- WHEREAS, THE CITY OF PANAMA CITY BEACH is committed to ensuring the safety of all residents and visitors; and**
- WHEREAS, RESIDENTS AND VISITORS equally enjoy the white sandy beaches of the Gulf of Mexico, affectionately known in Panama City Beach as the World's Most Beautiful Beaches; and**
- WHEREAS, FIRST RESPONDERS AND PUBLIC SAFETY OFFICIALS recognize that learning to swim is the single most important thing people can do to keep themselves safe in the Gulf, area lakes, rivers, swimming pools and all other bodies of water; and**
- WHEREAS, BEACH SAFETY works with other City staff to educate the public on the dangers of rip currents and the importance of staying out of the Gulf during double red flags; and**
- WHEREAS, THE CITY'S BEACH AND AQUATIC CENTER LIFEGUARDS hold instructional classes teaching children and adults to swim, and provide opportunities for youngsters to train as junior lifeguards; and**
- WHEREAS, THE CITY OF PANAMA CITY BEACH remains committed to public safety and educational efforts when it comes to water safety in order to prevent water-related injuries, illnesses and deaths.**

NOW, THEREFORE, on May 13, 2021, the City Council of the City of Panama City Beach acknowledges May as WATER SAFETY MONTH and extends its appreciation and support to all those working at our beaches and swimming pools to keep everyone safe.

Mayor Mark Sheldon

Councilman Paul Casto

Councilman Phil Chester

Vice Mayor Geoff McConnell

Councilman Michael Jarman



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lori Philput, Administration

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

None

4. AGENDA:

PRESENTATIONS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health
Public Safety
Attractive Community

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

Hagerty Consulting will be in attendance to formally acknowledge the \$21M award for the CDBG-DR Outfall project recently announced by the Governor. In addition, they will provide a brief update on all other projects that are outstanding. This will provide a comprehensive overview of the City's position with the outstanding FEMA grants and allow for Council to ask questions as a group and voice any concerns.

Presentation will be less than 10 minutes.

CONSENT AGENDA

ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

Award turn-key contract to Odyssey Manufacturing Co. partnered with Heyward Florida Incorporated for the manufacture, installation and start-up of six, biotrickling filter-type odor control units for the City's wastewater treatment facility (2 units) and four primary sewage pumping or "Lift" stations Numbers 40, 73, 96 and 128. Award shall also include additive alternate activated carbon after filter units for the wastewater treatment facility units and Lift Station No. 40.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life
Attractive Community

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

Previously, City Council directed Utilities Department staff to evaluate available control technologies for reducing odors at the City's wastewater treatment facility (WWTF) and four primary lift stations that were the subject of public complaints. Staff evaluated several technologies and presented findings and recommendations to council during the June 25, 2020 regular council meeting. Although no technology is 100% effective in removing all odors, biofilters/biotrickling filters were recommended as the most cost-effective odor reduction treatment technology for removal of the primary odor causing compound, hydrogen sulfide.

Council directed staff to prepare bid documents for procuring construction and start-up of odor control units utilizing the recommended biofilter technology at the WWTF and lift stations. As the biofilter process targets removal of hydrogen sulfide, provisions for including activated carbon after-filters for reduction of other odorous compounds if desired were also requested. Activated carbon requires replacement as it is depleted through use and is expensive if used alone for odor control. The proposed system configuration allows for by-passing the second stage filters if the primary biofilter units provide acceptable odor control alone.



An advertisement for bids was published on March 31st and April 7th, 2021, with bids received on April 14th, 2021. The bid requires both pricing and delivery/construction time of both cost and expediency. Two bids were received as indicated on the tabulation. Staff has reviewed the results and Odyssey Manufacturing Company, Inc. submitted the lowest responsive Base Bid in the amount of \$1,070,000. Odyssey Manufacturing Company's bid also had the most expedient project delivery times.

Additive Alternate bids were also solicited for the provision of carbon after filters for each biofilter unit along with any extra time needed for delivery. Staff has confirmed with representatives of the low bidder that there is no additional time above that indicated for the Base Bid.

The manufacturer of the biofilters included in Odyssey Manufacturing Company's bid reconfirmed his confidence they can meet the specified hydrogen sulfide removal performance criteria in the bid documents without carbon after filters. If removal of hydrogen sulfide is enough to satisfy public odor control needs, the carbon after filters would not be required. The carbon in the after filters has a finite life and must be replaced over time as expended at costs ranging from \$7,437 to \$22,313 depending upon the site so there is a substantial recurring cost as well.

The Council has the option of proceeding with the Base Bid amount for the biofilters only and adding the carbon units later if desired. Alternately, carbon units can be provided initially on select units as an additional odor removal measure should the biofilters not provide the needed results. In efforts to balance public sensitivity and financial stewardship, staff recommends inclusion of the additive alternates to provide carbon after-filter units for the two odor control systems for the Wastewater Treatment Facility for an additional amount of \$112,000 and Lift Station No.40 in the amount of \$59,300. The remaining Lift Stations 73, 96 & 128 would be provided the Base Bid biofilters with all provisions for adding carbon after filters in the future should their odor removals not satisfy public needs. If successful, a capital savings of \$136,000 plus the annual recurring costs of the carbon after filters would be realized.

Staff recommends the balanced approach with award of the Base Bid biofilter units at all sites plus provision of carbon after filters on the selected sites for a net contract award in the amount of \$1,241,600 (\$1,070,000 Base Bid plus Additive Alternates 1, 2 & 3 in the amounts of \$37,600, \$74,700 and \$59,300 respectively). The \$136,000 savings through not exercising Additive Alternates 4, 5 and 6 for adding carbon after filters to the remaining lift stations would remain budgeted for provision of after filters at these locations if found to be needed.

If in
the
filte



of caution, the Council wishes to add the carbon after filters to all of
ems, award of the Base Bid plus all the additive alternates for after
7,600.

CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

A proposed construction Agreement with Odyssey Manufacturing Company, Inc. without
a final amount depending upon Council direction is attached.

21-150.Lift Station 4.pdf

00050 Agreement.doc

Odor Control Bid Tab Signed_5 May 2021.pdf

RESOLUTION 21-150

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ODYSSEY MANUFACTURING COMPANY, FOR ODOR CONTROL AND CARBON AFTER-FILTER UNITS FOR THE CITY'S WASTEWATER TREATMENT FACILITY AND FOR VARIOUS LIFT STATIONS 40, 73, 96 AND 128 IN THE AMOUNT OF \$1,241,600.

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 Odyssey Manufacturing Company, relating to the manufacture, installation and start-up of odor control units for the City's Wastewater Treatment Facility and LS 40, 73, 96 and 128, for the base bid amount of One Million, Seventy Thousand Dollars (\$1,070,000), together with the additive alternate for carbon after filter units for the wastewater treatment facility and LS 40 in the amount of One Hundred Seventy One Thousand, Six Hundred Dollars (\$171,600), 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 May, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

PANAMA CITY BEACH – WWTF & LIFT STATION NOS. 40,73,96 & 128 ODOR CONTROL

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Odyssey Manufacturing Company, doing business as a corporation having a business address of 1484 Massaro Boulevard, Tampa, FL 33619 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **PCB21-07-ITB-WWTP & Lift Stations 40_73_96 and 128 Odor Control** ("Project"), to be located at the City of Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

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

PANAMA CITY BEACH – WWTF & LIFT STATION NOS. 40,73,96 & 128 ODOR CONTROL

OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within _____ calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within of the required commencement date as follows, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"):

<u>Completion Milestone</u>	<u>Calendar Days Following Notice to Proceed</u>
Substantial Completion WWTF Headworks	147
Substantial Completion WWTF Influent Pumping Station and Splitter Structure	147
Substantial Completion Lift Station 40	162
Substantial Completion Lift Station 96	177
Substantial Completion Lift Station 73	192
Substantial Completion Lift Station 128	207

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

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Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$200 for each calendar day that expires after the Contract Time for Substantial Completion for each project milestone as more fully set forth in Section 15 of the General Conditions. Liquidated damages can accrue concurrently.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$_____ as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

SPECIFICATIONS prepared or issued by the City of Panama City Beach
Dated March 2021.

ADDENDA

No. 1 , dated April 16, 2021

No. 2 , dated April 22, 2021

No. , dated _____, 2021

No. , dated _____, 2021

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

6. The OWNER will pay the Contract Price to the CONTRACTOR in the

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manner and at such times as set forth in Contract Documents.

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

If to Owner:

City of Panama City Beach

17007 South Arnold Road

Panama City Beach, FL 32413
ATTENTION: _____
Drew Whitman, City Manager
Fax No.: _____
(850) 233-5108

If to Contractor:

Odyssey Manufacturing Co

1484 Massaro Blvd.

Tampa, FL 33619
ATTENTION: _____
Patrick Allman, General Manager
Fax No.: _____
(813)630-2589

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may

wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated

otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Mr. Mark Shaeffer – Utilities Director.
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to

CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

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

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

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

PANAMA CITY BEACH – WWTF & LIFT STATION NOS. 40,73,96 & 128 ODOR CONTROL

anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

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

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

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

PANAMA CITY BEACH – WWTF & LIFT STATION NOS. 40,73,96 & 128 ODOR CONTROL

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

The General Aggregate Limit shall be specifically applicable to this Project.

PANAMA CITY BEACH – WWTF & LIFT STATION NOS. 40,73,96 & 128 ODOR CONTROL

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

The OWNER requires the following additional types of insurance.
(None required at this time)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

PANAMA CITY BEACH – WWTF & LIFT STATION NOS. 40,73,96 & 128 ODOR CONTROL

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

(SEAL)

ATTEST:

City Clerk

City Attorney (as to form only)

ATTEST:

NAME _____

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

BY:

NAME:

(Please type)

TITLE: _____

CONTRACTOR:

ODYSSEY MANUFACTURING CO.

BY:

NAME:

(Please Type)

ADDRESS: 1484 Massaro Blvd.

Tampa, FL 33619

(Please Type)

[END OF SECTION 00050]

**City of Panama City Beach
PCB21-07-ITB-WWTP & Lift Station Nos. 40, 73, 96 & 128 Odor Control
BID TABULATION**

Certified by *Mark J. [Signature]*
Date: 5/5/2021

Item No.	Description	Unit	Quantity	Unit Price	Cost	BIDDER	
						Odyssey Manufacturing, Inc.	Marshall Brothers Construction & Engineering, Inc.
BASE BID - WWTF & LIFT STATION NOS. 40, 73, 96 & 128 ODOR CONTROL							
GENERAL							
1	Mobilization/Demobilization (limited to 3% of the Total Base Bid Amount)		LS			\$30,000.00	\$51,200.00
2	Furnish & Install WWTP Headworks Biotrickling Filter Odor Control Unit		LS			\$160,000.00	\$321,800.00
	Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Odor Control Unit following Notice to Proceed	Days		N/a	N/a	147	230
3	Furnish & Install WWTP Influent Pumping Station and Splitter Structure Biotrickling Filter Odor Control Unit		LS			\$295,000.00	\$408,000.00
	Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Odor Control Unit following Notice to Proceed	Days		N/a	N/a	147	230
4	Furnish & Install Lift Station 40 Biotrickling Filter Odor Control Unit		LS			\$140,000.00	\$232,700.00
	Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Odor Control Unit following Notice to Proceed	Days		N/a	N/a	162	245
5	Furnish & Install Lift Station 96 Biotrickling Filter Odor Control Unit		LS			\$140,000.00	\$240,400.00
	Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Odor Control Unit following Notice to Proceed	Days		N/a	N/a	177	260
6	Furnish & Install Lift Station 73 Biotrickling Filter Odor Control Unit		LS			\$125,000.00	\$230,200.00
	Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Odor Control Unit following Notice to Proceed	Days		N/a	N/a	192	275
7	Furnish & Install Lift Station 128 Biotrickling Filter Odor Control Unit		LS			\$98,000.00	\$206,100.00
	Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Odor Control Unit following Notice to Proceed	Days		N/a	N/a	207	290
8	Hold Harmless		LS			\$1,000.00	\$10.00
9	Construct All Other Improvements for Furnishing, Installation and Start-up of All Biotrickling Filter Odor Control Unit		LS			\$80,000.00	\$17,000.00
10	Testing Allowance		Allowance		\$1,000.00	\$1,000.00	\$1,000.00
Subtotal						\$1,070,000.00	\$1,708,410.00
TOTAL BASE BID						\$1,070,000.00	\$1,708,410.00

City of Panama City Beach
PCB21-07-ITB-WWTP & LIR Station Nos. 40, 73, 96 & 128 Odor Control
BID TABULATION

Certified by: Mark Sullivan
Date: 5/5/2021

Item No.	Description	Unit	Quantity	Unit Price	Cost	BIDDER	
						Odyssey Manufacturing, Inc.	Marshall Brothers Construction & Engineering, Inc.
ADDITIVE ALTERNATE BIDS – WWTP & LIFT STATION NOS. 40, 73, 96 & 128 ODOR CONTROL							
GENERAL							
1	Furnish & Install Activated Carbon Unit for WWTP Headworks Biotrickling Filter Odor Control Unit		LS			\$37,600.00	\$52,400.00
	Additional Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Activated Carbon Unit following Notice to Proceed	Days		N/a	N/a	147 ^A	1
2	Furnish & Install Activated Carbon Unit for WWTP Influent Pumping Station and Splitter Structure Biotrickling Filter Odor Control Unit		LS			\$74,700.00	\$85,700.00
	Additional Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Activated Carbon Unit following Notice to Proceed	Days		N/a	N/a	147 ^A	1
3	Furnish & Install Activated Carbon Unit for Lift Station 40 Biotrickling Filter Odor Control Unit		LS			\$59,300.00	\$64,800.00
	Additional Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Activated Carbon Unit following Notice to Proceed	Days		N/a	N/a	162 ^A	1
4	Furnish & Install Activated Carbon Unit for Lift Station 96 Biotrickling Filter Odor Control Unit		LS			\$52,700.00	\$61,500.00
	Additional Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Activated Carbon Unit following Notice to Proceed	Days		N/a	N/a	177 ^A	1
5	Furnish & Install Activated Carbon Unit for Lift Station 73 Biotrickling Filter Odor Control Unit		LS			\$47,000.00	\$55,000.00
	Additional Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Activated Carbon Unit following Notice to Proceed	Days		N/a	N/a	192 ^A	1
6	Furnish & Install Activated Carbon Unit for Lift Station 128 Biotrickling Filter Odor Control Unit		LS			\$36,300.00	\$40,600.00
	Additional Time in Consecutive Calendar Days Required to Furnish, Install and Start-up Activated Carbon Unit following Notice to Proceed	Days		N/a	N/a	207 ^A	1
7	Additional Cost to Furnish & Install Biotrickling Filter Odor Control Unit for WWTP Headworks With 20 Second Minimum Empty Bed Residence Time Over Base Bid Unit		LS			\$0.00	\$1.00
8	Additional Cost to Furnish & Install Biotrickling Filter Odor Control Unit for WWTP Influent Pumping Station and Splitter Structure With 20 Second Minimum Empty Bed Residence Time Over Base Bid Unit		LS			\$0.00	\$1.00
9	Additional Cost to Furnish & Install Biotrickling Filter Odor Control Unit for Lift Station 40 With 20 Second Minimum Empty Bed Residence Time Over Base Bid Unit		LS			\$0.00	\$58,700.00
10	Additional Cost to Furnish & Install Biotrickling Filter Odor Control Unit for Lift Station 96 With 20 Second Minimum Empty Bed Residence Time Over Base Bid Unit		LS			\$0.00	\$58,700.00
11	Additional Cost to Furnish & Install Biotrickling Filter Odor Control Unit for Lift Station 73 With 20 Second Minimum Empty Bed Residence Time Over Base Bid Unit		LS			\$0.00	\$45,600.00
12	Additional Cost to Furnish & Install Biotrickling Filter Odor Control Unit for Lift Station 128 With 20 Second Minimum Empty Bed Residence Time Over Base Bid Unit		LS			\$0.00	\$19,500.00

Notes
A Odyssey Manufacturing Co. confirms that the intent of the days indicated is they are identical as the Base Bid. No additional time needed to provide the units.

CONSENT AGENDA
ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

Utilities Department staff requests Council approval of the Master Services Agreement for Utilities Department Continuing Architectural Services and Task Order 1 for the design, bid and construction phase services for the Conservation Park Office and Meeting Building.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

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

The Utilities Department requires architectural consulting services for development of proposed facilities as well as evaluations required for maintenance of the numerous buildings owned by the Department. A request for qualifications for continuing architectural services was advertised and DAG Architects was the respondent highest ranked by the Council during their January 28, 2021 meeting (Resolution 21-85). Attached is the proposed Architectural Master Services Agreement (MSA) and the first Task Order to be performed under this MSA.

Staff has negotiated the enclosed Scope of Work and architectural fees including structural, mechanical and electrical engineering systems fees for the proposed Conservation Park Office and Meeting Building for design, bid and construction phase services. DAG Architect's fees is a lump sum amount based upon a percentage (8.27%) of construction cost. The final fee will be based upon actual bid amount. An additional fixed lump sum fee of \$6,700 is also included for design, bidding and construction phase services for security, data and audio/visual systems for the proposed building.

Staff have reviewed the Scope and fee and have determined that its consistent with the industry customary amounts and recommends Council approval.



***CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY***

21-151.Conservation Park Master Services Agreement.pdf
PCB MasterServices Agreement revised 3.26.21.pdf
Conservation Park - Revised Proposal Task #1 - 05-03-21.pdf

RESOLUTION 21-151

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH DAG ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECT AND SUPPORTING ENGINEERING SERVICES FOR THE UTILITIES DEPARTMENT; AND APPROVING A TASK ORDER FOR DESIGN, BID AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO CONSERVATION PARK OFFICE BUILDING IN THE AMOUNT OF \$48,870.

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

1. The appropriate Officers of the City are authorized to execute and deliver on behalf of the City that Master Services Agreement between the City and DAG Architects, Inc., relating to the continual architect and supporting engineering services for the Utilities Department, in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
2. The appropriate Officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order #1 to the Master Services Agreement between the City and DAG Architects, Inc. relating to design, bid and construction administration services for the Utilities Department, in the basic amount of Forty Eight Thousand, Eight Hundred Seventy Dollars (\$48,870), in substantially the form attached as Exhibit B and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of May, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND DAG ARCHITECTS
RELATING TO
PROFESSIONAL ARCHITECT AND SUPPORTING ENGINEERING SERVICES
(Plan preparation for a new building design, re-roofing project, renovation, and
improvements)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **DAG Architects** ("Architects").

PREMISES

WHEREAS, the City desires to have Architect assist the City with architecture and supporting engineering services for existing and future Utilities Department buildings together with any related matters. Projects related to the buildings at the proposed Wastewater Treatment Plant 2 site are excluded as they are part of a separate agreement.

Work will consist of professional architect planning, design, permitting and construction administration services for construction, rehabilitation or renovation of various Utilities Department buildings where at least 70% of the estimated utility scope is included in the above thresholds and descriptions. Incidental utilities systems to serve the proposed buildings are also included. Work under this Agreement will be for services including but not limited to building programming, planning, evaluation of existing building systems for improvement/replacement, development of new buildings, and assistance with grant/loan funding..

The projects shall meet the following criteria:

- a) Related to City construction projects for which construction costs do not exceed \$2,000,000, or
- b) For specific architect projects or study activities when the fee for such professional architect service does not exceed \$200,000, or
- c) Related to City wastewater and reclaimed water facilities and improvements which are included in the Utility Department's then current Five (5) Year Capital Plan

(collectively the "Professional Services"); and

WHEREAS, the City intends this Agreement to be a cost-effective device for in-house architectural projects, and to augment City Staff in areas where specific expertise is not available, or in some cases where timely accomplishment of budgeted projects requires additional staff support; and

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

WHEREAS, the Florida Consultant's Competitive Negotiation Act (FS 287.055) permits the City to enter a Continuing Contract, as there defined and provided, for work of a specified nature as outlined in the contract required by the City where there is no time limitation provided that the contract may be terminated by the City for convenience.

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

1. SCOPE OF PROFESSIONAL SERVICES:

A. The City retains the Architect to diligently, competently, and timely perform the "Professional Services" on an as-needed basis. Upon request, Architect will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this Agreement and in the request for statements of qualification which led to this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his designee or (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit A which shall include a maximum cost.

B. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Architect. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

C. Architect acknowledges that the City may, in its sole and unfettered discretion enter agreements with one or more architect and engineering firms to assist the City with general architectural projects and that any of those tasks will be outside the scope of this Agreement.

2. COMPENSATION AND PAYMENT:

A. Architect's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope. Hourly compensation shall be determined in increments of ~~one-tenth (1/10)~~

one-quarter (1/4)

B. In addition, with prior, written authorization by City, the Architect shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Architect shall invoice the City at actual costs times a factor of 1.10 for all out-of-pocket costs including sub-consultants (if required). Records of costs incurred under the terms of this Agreement shall be maintained by the Architect and made available to the City during the period of this Agreement, and for one (1) year after the final payment is made. Copies of these documents and records shall be furnished to the City without cost.

C. Upon written instruction by the City, the Architect shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Architect shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Architect. The additional compensation shall be computed by the Architect on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Architect's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Architect in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Architect shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Architect and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with building design, renovation, and modification. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Architect an amount equal to or less than the amount that the City has unilaterally determined, Architect shall nonetheless be paid the amount unilaterally determined by the City, but the City shall be deemed the prevailing party and Architect shall pay the City's reasonable attorney's fees.

D. In the event that additional outside services are required due to unforeseen conditions, the Architect shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Architect shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Architect shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Architect shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Architect for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Architect in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Architect except as part of the multiplier stated in immediately preceding subsection 2.D.5.

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

- 1) Where a stipulated sum is specified, the City shall pay Architect in monthly installments based upon the percentage of satisfactory completion. In support of payment, Architect shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- 2) Where fees are computed on a time-involved basis, the City shall pay Architect monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. The acceptance by the Architect, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Architect, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. **SCHEDULE:** The estimated schedule for the services required shall be included in each Task Order and related scope of services.

4. CITY'S RESPONSIBILITY: The City shall furnish the Architect with all existing data, plans, profiles, and other engineering information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Architect, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Architect and the originals returned to the City.

5. CITY'S DESIGNATED REPRESENTATIVE: It is understood and agreed that the City designates the City Engineer or his designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

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

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

C. Give prompt written notice to the Architect whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6. CHANGES IN SCOPE: The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Architect's compensation, shall not be binding unless mutually agreed upon by and between the City and the Architect, and incorporated in written amendments to this Agreement.

7. TERMINATION:

A. The City may terminate this Agreement for cause upon written notice to Architect if Architect fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Architect may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Architect solely for the reasonable value of the work performed by the Architect prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Architect be entitled to overhead and profit on work not performed.

B. This is a continuing Agreement with a public agency. Accordingly, City may terminate this Agreement at any time without cause upon written notice to Architect. Should the City terminate this Agreement without cause, City shall pay Architect for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Architect.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written for an initial term of four (4) years, and the City shall have the unilateral option to extend the initial term for two, consecutive extended terms of two (2) years each by written notice delivered to the other party at any time before or within thirty (30) days after expiration of the prior term.

9. INDEMNIFICATION: The Architect hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Architect or any person employed or utilized by the Architect in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes* (2017). The specific consideration given for the promises of the Architect set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Architect, receipt whereof is hereby acknowledged and the adequacy of which the Architect accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

10. INSURANCE:

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

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

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

2) Liability: Comprehensive General Liability insurance including, but not limited to:

a) Independent Contractor's Liability;

- b) Contractual Liability;
- c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

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

4) Professional Liability: Project specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

B. Certificates of Insurance: The Architect shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. NEGOTIATION DATA:

A. The Architect hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Architect shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the Agreement.

The original contract price and additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual amount costs. The City shall exercise its rights under this "Certificate" within 1 year following final payment.

C. Contingency Fees: The Architect warrants that he has no employed or retained any company or person, other than a bona fide employee working solely for the Architect to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12. OWNERSHIP OF DOCUMENTS: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Architect and his subcontracted consultants in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Architect and his subcontractors shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Architect and his applicable subcontractors. The City shall not use the Architect's or his subcontractor's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Architect and his applicable subcontractors of its intended use, provides insurance protection for the Architect and his applicable subcontractors for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Architect and his applicable subcontractors.

When transferring data in electronic media format, Architect makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from

those used by Architect at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Architect shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional engineer's and architect's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Architect shall retain sole ownership to its pre-existing computer programs and software.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Architect shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager of his designee.

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

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Architect which delay the project schedule completion date, the City shall grant to the Architect in writing an extension of time equal to such delays.

D. The Architect shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Architect, however, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City.

14. STANDARDS OF CONDUCT:

A. The Architect covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Architect agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work

performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Architect agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

16. ASSIGNABILITY: The Architect shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Architect from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

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

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

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

and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Architect acknowledges that the process of engineering and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, engineers, and counsel assisting and advising the city, as well as direction from the City Manager and City Engineer, and agrees in all things to cooperate with the City and all its consultants as needed.

23. MEDIATION: City and Architect agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Architect is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Architect agrees to also comply with that law, specifically including to:

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

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

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

D. Meet all requirements for retaining public records and transfer, at no cost,

to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, Lynn.Fasone@pcbfl.gov, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

SIGNATURES ON FOLLOWING PAGE

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

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

By: _____
Al Shortt, Interim City Manager

ATTEST:

Lynne Fasone, City Clerk

DAG ARCHITECTS

By: _____
Owen E. Gipson

Architect - Principal

WITNESS
PRINT NAME: Michael H. [unclear]

WITNESS
PRINT NAME: Tammy Hill

EXHIBIT A



Destin
Tallahassee
Pensacola
Panama City
Panama City Beach
Atlanta

DAG Hourly Billing Rates

Principals	\$200 per hour
Associate Principal	\$150 per hour
Senior Architect	\$135 per hour
Project Manager	\$125 per hour
Project Architect	\$125 per hour
Interior Designer	\$125 per hour
Senior Architectural Staff	\$100 per hour
Senior Interior Design Associate	\$100 per hour
Architectural Staff	\$ 75 per hour
Interior Design Associate	\$ 75 per hour
Administrative Staff	\$ 50 per hour

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DAG ARCHITECT RELATING TO PROFESSIONAL GENERAL ARCHITECT AND SUPPORTING ENGINEERING SERVICES dated _____, 2021, (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, Architect agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

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

_____ a stipulated sum of \$ _____; or

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

Allowance of \$ _____ for _____, and

Allowance of \$ _____ for _____; or

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

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 20____, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 20____. Liquidated delay damages, if any, are set at the rate of \$ _____ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

DAG Architects

By: _____ Date: _____

Its: _____

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

By: _____ Date: _____

_____ City Clerk

City Manager

May 3, 2021

Mark Shaeffer, Utilities Director/City Engineer
Panama City Beach Utilities & Engineering Department
116 S. Highway 79
Panama City, Florida 32413

RE: Panama City Beach Conservation Park Office Building
Revised A/E Design, Bid and Construction Administration Fee Proposal

Mark,

Thank you for the opportunity to submit this proposal for A/E design, bid and construction administration services for the above referenced task order.

For this specific request, we offer the following proposal:

The size of the building desired is roughly 1,950 sf under roof. Due to the type of construction desired (filled masonry walls with interior furred drywall and insulation, standing seam metal roof), and the content for such a small space (two gang toilets, a kitchen and central heating and cooling), we expect the cost per square foot for this commercial project to be in the range of \$300 to \$350/sf or roughly \$585,000 to \$682,500. For pricing purposes on this proposal, we have agreed to assume \$300/sf for the 1575sf of heated and cooled space and \$100/sf for the 375sf of covered porch space for a budgeted cost total of \$510,000.

DAG's base fee for this project based on this budget cost is **\$42,170**. All parties have agreed that final adjustments will be made up or down depending on the final project cost.

The scope of services would include:

1. Schematic design to confirm the user program and the use of the conceptual layout provided by the city. This would include developing elevations matching the existing visitor building.
2. After approval of the SD documents, we will prepare 50% Construction Documents for review including:
 - a. Floor plan,
 - b. Reflected ceiling plan,
 - c. Roof plan,
 - d. Building Elevations,
 - e. Major cross-sectional views, and
 - f. Preliminary MEP layouts and equipment schedules.
3. After approval of the 50% CDs, we will produce 100% CDs complete with:
 - a. Fully developed sheets noted above, and
 - b. All appropriate sections, details, and schedules.
 - c. Any MEP extensions to 5 feet outside the building.
4. Upon completion of the 100% CDs, we will provide project bid services to include:
 - a. Advertisement for bid,
 - b. Distribute bid documents to prospective bidders,
 - c. Hold pre-bid meeting, and
 - d. Receive, open and record all bids for city review.
5. Once the city confirms the lowest qualified bidder, we will begin construction administration services to include:

Destin
Tallahassee
Pensacola
Panama City
Panama City Beach

100 Richard Jackson Blvd.
Suite 120B
Panama City Beach, Florida
32407
850.387.1671
AAC000745

- a. Issue the construction notice to proceed,
 - b. Hold preconstruction meeting with owner and construction team,
 - c. Review Submittals,
 - d. Review monthly pay requests from contractor,
 - e. Make twice monthly site visits to observe the progress of the work against the schedule and observe the quality of the work, and
 - f. Provide project closeout oversight.
6. Based on extensive discussions and scope confirmations, the City has asked DAG to include the design and coordination needed for low voltage systems. These systems include:
- a. Security cameras as identified by the City.
 - b. Access control points as identified by the City.
 - c. AV rough-ins and connections as identified by the City.
 - d. **The cost for these additional services is \$6,700.**
7. The anticipated schedule for the design and construction of this task is as follows:
- a. With a notice to proceed received around May 20, 2021, the design efforts should take 90-120 days if we receive timely responses back for DD package, 60% CDs and 90% CDs submittals.
 - b. The completed construction sequence should be achievable in 6 to 9 months. Construction material deliveries are getting tighter and tighter and it will play a factor in the completion of the work even on what appears to be a relatively simple structure.

This proposal only includes those items specifically noted above. For clarity, we specifically exclude the following:

1. All Civil design including utilities for power, water and sewer (including grinder pump and associated power) as well as any Civil permitting including stormwater permitting.
2. Landscaping and irrigation design.
3. Soils testing or any Geotechnical information gathering,
4. Site Environmental Assessments or specific site requirements related to work within the conservation area, including biological impact study and building site location.
5. Site Surveys
6. Cost Estimating, and
7. Building Commissioning.

During production of the construction documents, DAG will plan for timely responses and comments from the City (two weeks per submittal). Any delays by the City in returning review comments shall not delay the City in their obligation to make progress payments for all portions of the work completed.

We have clarified our understanding of the building size and scope above. This proposal does not include substantive changes to the project scope size or complexity. Should the City desire such changes, DAG reserves its rights to request additional fees to be determined as the changes are identified.

Total Fee for Task Order #1 –

\$48,870

After your review of this information, we welcome the opportunity to meet and discuss together at your earliest convenience.
Sincerely,

A handwritten signature in black ink, appearing to read "Owen E. Gipson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Owen E. Gipson AIA
Architect – Associate Principal

Copy:
Charlie Clary, FAIA

CONSENT AGENDA

ITEM #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Holly White, Administration

2. MEETING DATE:
May 13, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends Council enter into contract negotiations with JRA Architects for continuing architectural and engineering services for Fire and Police Department facilities.

4. AGENDA:
CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: No

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Financial Health
Attractive Community

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

Staff publicly advertised for continuing architectural and engineering services for the fire and police departments in anticipation of replacing existing fire stations #31 and #32 and adding a police sub-station in the eastern section of the City. Five responses to the proposal were timely received and all were deemed to be responsive to the City's request. The City Manager formed a committee comprised of three (3) members of the fire department, (1) member of the police department and the City's finance director. The committee independently scored each respondent using pre-established criteria and elements which were established in the RFQ. The committee then met to discuss collectively their individual thoughts on each proposal. City purchasing manager, Tina Kunst, attended the meeting and took notes regarding the ensuing discussion. Each committee members individual scoring sheets are included as well as the summary sheet which reflects the aggregate score of each respondent. JRA Architects and DAG Architects tied for first place each receiving a total score of 422.5. Additional discussion ensued amongst the committee limited to the two firms which tied for first place in the scoring. JRA Architects ranked first in demonstrated experience and in design management. Based upon these factors as well as current workload discussed in their responses, the committee unanimously agreed to recommend the selection of JRA Architects.

[Continuing AE Scoring Sheets.pdf](#)
[21-152.PD and Fire Architectural Services.pdf](#)

RESOLUTION 21-152

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A CONTINUING CONTRACT FOR SERVICES FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO THE FIRE AND POLICE DEPARTMENT FACILITIES ACCORDING TO THE RANKING SET FORTH IN THE BODY OF THE RESOLUTION.

WHEREAS, the City solicited Statements of Qualifications from qualified architectural and engineering firms for continuing services related to the ongoing development and rehabilitation redevelopment of the Fire and Police Department facilities; and

WHEREAS, five firms submitted conforming statements, and all were found qualified to perform the work; and

WHEREAS, the City review committee ranked the firms as follows:

Tied for First – JRA Architects, Inc., and DAG Architects, Inc.
Third – VBA Design, Inc.

NOW THEREFORE, BE IT RESOLVED that the appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for Architectural and Engineering Services for the Fire and Police Department Facilities, first with JRA Architects, Inc., second with DAG Architects, Inc., and thereafter with VBA Design, Inc. if such negotiations are unsuccessful. Any contract negotiated by the City Manager shall be brought before the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

**PCB21-09 - RFQ
A/E Services for FD & PD**

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	TOTAL POINTS AVAILABLE		DAG	JRA	STOA	BTA	VBA
	PER PERSON	TOTAL					
	Project Team Organization	20	100	88	84	72	78
Design Management	20	100	84	88	66	72	68
Area Experience	15	75	75	64.5	42	46.5	69
Demonstrated Design Experience	35	175	129.5	147	126	136.5	119
References	10	50	46	39	27	27	33
TOTAL SCORE	100	500	422.5	422.5	333	360	363

Ranking based upon overall scores

- 1 JRA tied
- 1 DAG tied
- 2 VBA
- 3 BTA
- 4 STOA

Ranking based upon demonstrated experience only

- 1 JRA
- 2 BTA
- 3 DAG
- 4 STOA
- 5 VBA

Ranking based Design Management only

- 1 JRA
- 2 DAG
- 3 BTA
- 4 VBA
- 5 STOA

A/E Services - Panama City Beach Fire and Police Department Facilities

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	TOTAL POINTS AVAILABLE	DAG	JRA	STOA	BTA	VBA
Project Team Organization	20	16	16	10	10	16
Design Management	20	20	20	16	10	16
Area Experience	15	15	15	12	12	15
Demonstrated Design Experience	35	28	28	28	28	28
References	10	10	10	10	10	10
	100	89	89	76	70	85

Justin Busch

A/E Services - Panama City Beach Fire and Police Department Facilities

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	TOTAL POINTS AVAILABLE	DAG	JRA	STOA	BTA	VBA
Project Team Organization	20	16	16	16	16	16
Design Management	20	16	16	10	16	10
Area Experience	15	15	7.5	7.5	7.5	15
Demonstrated Design Experience	35	28	28	17.5	17.5	28
References	10	8	8	5	5	5
	100	83	75.5	56	62	74

Chad Lindsey

A/E Services - Panama City Beach Fire and Police Department Facilities

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	TOTAL POINTS AVAILABLE	DAG	JRA	STOA	BTA	VBA
Project Team Organization	20	16	16	10	16	16
Design Management	20	16	16	10	16	16
Area Experience	15	15	12	3	7.5	12
Demonstrated Design Experience	35	28	28	17.5	28	17.5
References	10	8	5	2	2	2
	100	83	77	42.5	69.5	63.5

Ray Morgan

A/E Services - Panama City Beach Fire and Police Department Facilities

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	TOTAL POINTS AVAILABLE	DAG	JRA	STOA	BTA	VBA
Project Team Organization	20	20	16	16	16	16
Design Management	20	16	16	10	10	16
Area Experience	15	15	15	12	12	12
Demonstrated Design Experience	35	28	28	28	28	28
References	10	10	8	5	5	8
	100	89	83	71	71	80

Terry Parris

A/E Services - Panama City Beach Fire and Police Department Facilities

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	TOTAL POINTS AVAILABLE	DAG	JRA	STOA	BTA	VBA
Project Team Organization	20	20	20	20	20	10
Design Management	20	16	20	20	20	10
Area Experience	15	15	15	7.5	7.5	15
Demonstrated Design Experience	35	17.5	35	35	35	17.5
References	10	10	8	5	5	8
	100	78.5	98	87.5	87.5	60.5

Holly White

CONSENT AGENDA

ITEM #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Kelly Jenkins, Public Works

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

Ratify change order #4 for pedestrian and traveling public safety, erosion control, & consistency w/ connectivity from PH 1 for Philip Griffiths Sr. Parkway (f/k/a Bay Parkway) Ph 2 project, in the amount of \$115,571.40.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Transportation
Public Safety
Quality of Life

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

The Philip Griffiths Sr. Parkway (f/k/a Bay Parkway) Phase 2 project is nearing completion and some pedestrian safety and traveling public safety concerns were noticed during inspection. Furthermore, potential erosion related concerns needed to be addressed in some areas.

These issues were accomplished through change order #4 in the following manner:

- 1.) Gravity walls and handrails will be installed on 3 headwall structures.
 - 2.) Raised curbing will be added to existing curbing from the Busy Bee site to the fire station driveway to keep the traveling public from driving on the sodded swale in this area.
 - 3.) Additional rip rap was added for erosion control measures at the inflow side of the box culvert due to stormwater runoff velocities and angled side slopes.
 - 4.) Asphalt overages came from the transition of the existing phase one 6% buffered bike lane through the Pier Park Drive intersection with phase two which is at 2%.
- These changes should help the City make a smooth transition with FDOT on the transfer of the Parkway.

The cost of the change order is within the contingency approved by City Council as part of the approved construction cost. The City Manager executed the change order in order to not stop work for the three weeks between the date of the change order and the next scheduled City Council meeting. Staff requests that City Council ratify the execution of the change order by the City Manager.



***CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY***

21-153.Bay Parkway 2 Ratification.pdf
Change Order 4 ~ proposal from CWR.pdf
Change Order 4 ~ Revised 1 w all signatures.pdf

RESOLUTION 21-153

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RATIFYING A CHANGE ORDER WITH C.W. ROBERTS CONTRACTING INC. FOR GRIFFITS PARKWAY SEGMENT 2 IMPROVEMENTS IN THE AMOUNT OF \$115,571.40.

BE IT RESOLVED that the appropriate officers of the City approve and to the extent necessary ratify on behalf of the City that certain Change Order #4 to that certain Agreement between the City and C.W. Roberts Contracting, Inc., relating to pedestrian, erosion and connectivity improvements on Griffiths Parkway Segment 2 f/k/a Bay Parkway Segment 2, in the amount of One Hundred Fifteen Thousand, Five Hundred Seventy One Dollars and Forty Cents (\$115,571.40), in the form attached and presented to the Council today, draft dated April 22, 2021.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



C.W. Roberts Contracting, Inc.

CGC1505785 / CUC1225175

Tallahassee Corporate Office

3372 Capital Circle NE
Tallahassee, FL 32308
Phone: 850-385-5060
Fax: 850-385-5605

Panama City Office

1603 Bay Avenue
Panama City, FL 32405
Phone: 850-769-6640
Fax: 850-769-7775

Tallahassee Operations Office

22574 NE SR 20
Hosford, FL 32334
Phone: 850-379-8116
Fax: 850-379-8188

Wildwood Office

4208 Highway 124-A
Wildwood, FL 34785
Phone: 352-330-2540
Fax: 352-330-2609

Freeport Office

160 Industrial Park Road
Freeport, FL 32439
Phone: 850-835-3500
Fax: 850-835-3519

Plant City Office

2102 Jim Johnson Road
Plant City, FL 33566
Phone: 813-756-2009
Fax: 813-659-3787

PROPOSAL AND CONTRACT

April 21, 2021

Proposal No.: PC20013CO4

To: Kathy Younce
City of Panama City Beach

Phone:
Email:

C.W. Roberts Contracting, Inc., Panama City Division, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction of improvements of the Bay Parkway Phase II - CO4.

Item	Description	Qty	Unit	Unit Price	Total
Option 1					
100	Gravity Wall	101.7	LF	\$ 485.00	\$49,324.50
200	Handrail for Gravity Wall	101.7	LF	\$ 107.00	\$10,881.90
				Total	\$60,206.40
Other Items					
500	Type F Curb	485	LF	\$ 38.00	\$18,430.00
600	Rip Rap	40	TN	\$ 170.00	\$6,800.00
				Total	\$25,230.00
700	FC9.5 (Overrun due to Cross Slope issues)	287	TN	\$ 105.00	\$30,135.00
				Total	\$30,135.00

Grand Total \$115,571.40

Notations:

If the foregoing meets with your acceptance, kindly sign and return this proposal. Upon its receipt it is understood and the foregoing will constitute the full and complete agreement between us.

This proposal expires **thirty (30) days** from the date hereof, but may be accepted at any later date at the sole option of CWR.

ACCEPTED:

Respectfully Submitted,

(Firm Name)

(Signature)

(Printed Name and Title)

(Date)

C.W. Roberts Contracting, Inc.

April 21, 2021

(Date)

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty, labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Liberty County, Florida, and you waive any right to jurisdiction and venue in any other place.

In the event of litigation to enforce the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorneys fees and costs.

CHANGE ORDER

No. 4

PROJECT Bay Parkway Phase 2
 DATE OF ISSUANCE April 22, 2021 EFFECTIVE DATE April 22, 2021
 OWNER City of Panama City Beach, Florida
 OWNER's Contract No _____
 CONTRACTOR CW Roberts Contracting, Inc. ENGINEER Gortemoller Engineering, Inc.

You are directed to make the following changes in the Contract Documents

Description: 1.) Addition \$115,571.40 for gravity wall, handrail, raised curb, riprap at box culvert, and asphalt overages for modifications as follows: See Attached Proposal

Reason for Change Order:

Regrading to headwalls was added for erosion control and handrails for pedestrian safety. Rip-rap was added for velocity and flows checked through box culvert. Curbing was added due to semi truck traffic destroying sodded shoulder along Nautilus Street from Busy Bee to fire station. Asphalt overage was due to conflicting information from existing cross slope of phase 1 roadway at 6% and 2% cross slope conflict with new phase 2 design.

Attachments:

Original Contract Price	<u>\$15,864,242.68</u>	CHANGE IN CONTRACT TIMES:	
		Original Contract Times:	
		Substantial Completion:	<u>March 30, 2021</u>
		Final Completion	<u>April 29, 2021</u>
			days or dates
Net <u>Decrease</u> from this Change Orders		Net changes from previous Change Orders	
			<u>46</u>
			days
Contract Price prior to this Change Order	<u>\$15,993,081.03</u>	Contract Time prior to this Change Order	
		Substantial Completion:	<u>May 15, 2021</u>
		Final Completion	<u>June 14, 2021</u>
			days or dates
Net <u>Increase</u> of this Change Order	<u>\$115,571.40</u>	Net <u>Increase</u> of this Change Order	
			<u>0</u>
			days
Contract Price with all approved Change Orders	<u>\$16,108,652.43</u>	Contract Times with all approved Change Orders	
		Substantial Completion:	<u>May 15, 2021</u>
		Final Completion	<u>June 14, 2021</u>
			days or dates

RECOMMENDED:

By: [Signature]
 Engineer (Authorized Signature)
 Date: 04/23/21

APPROVED:

By: [Signature]
 (Authorized Signature)
 Date: 4-22-21

ACCEPTED:

By: [Signature]
 Contractor (Authorized Signature)
 Date: 4/27/21

CONSENT AGENDA
ITEM #5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Kelly Jenkins, Public Works

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

Approve construction agreement for the Hombre Circle Culvert Improvement and Cleaning project w/ L & R Contracting, LLC, and the budget for the project in the lump sum amount of 215,229.43.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

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

Design was performed by McNeil Carroll Engineering, Inc. in December 2020 under the Master Services Agreement (MSA). This project includes the installation of two (2) double 42" concrete Inlets on existing pipes under Hombre Circle. Additive alternate includes replacing 160 LF of existing 30" CMP between 139 & 141 Hombre Circle with equivalent RCP between existing storm structures. The Contractor shall provide all materials, equipment and labor to complete the project.

A solicitation for construction bids was publicly advertised and two (2) bidders responded. Bids were publicly opened on April 19, 2021 at 1:00pm. After reviewing the bids, all bidders were deemed responsive and McNeil Carroll Engineering, Inc. recommends and staff agrees that the construction Bid be awarded to the low bidder, L & R Contracting, LLC. The Base Bid plus additive alternate combined total is for a total lump sum amount of \$215,229.43. Staff recommends a 5% contingency to be added to bring the not to exceed total to \$225,991.00. These contingencies include potential construction additions due to utility conflicts and roadway repairs. This project is currently budgeted and funds are available for a portion of the work to be completed in this fiscal years budget.

Attached is a copy of the engineer of records recommendation, bid tabulation, a draft agreement, notice of award and a drawing of improvements.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

21-154.Hombre Drainage Improvements.pdf
Bid Tabulation -Completed.pdf
Hombre - Agreement.pdf
Letter of Recommendation.pdf
Notice to Award.pdf
Site Plan.pdf
20210507 Res PCB Pkwy Sidewlk N PP to Nautilus v2.docx

RESOLUTION 21-154

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH L & R CONTRACTING, LLC FOR THE CONSTRUCTION OF THE PANAMA CITY BEACH – HOMBRE CIRCLE CULVERT IMPROVEMENTS & CLEANING PROJECT IN THE AMOUNT OF \$215,229.43.

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 L & R Contracting, LLC, relating to the Panama City Beach – Hombre Circle Culvert Improvements & Cleaning Project, in the amount of Two Hundred Fifteen Thousand, Two Hundred Twenty Nine Dollars and Forty Three Cents (\$215,229.43), 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 _____, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



CITY OF PANAMA CITY BEACH
Hombre Circle Culvert Improvements and Cleaning
 4/19/21 1:00pm

	CONTRACTOR/VENDOR	BASE BID	ADDITIVE ALTERNATE	BID FORM	BID BOND	DRUG-FREE WORKPLACE	TRENCH SAFETY ACT	PUBLIC ENTITY CRIMES STATEMENT
1	Sikes Concrete	\$255,000.00	\$35,000.00	X	X	X	X	X
2	L & R Contracting	\$156,542.43	\$58,687.00	X	X	X	X	X
3								
4								
5								
6								
7								

SECTION 00050
AGREEMENT

THIS AGREEMENT, made this 13 day of May, 2021, by and between, the City of Panama City Beach (hereinafter called "OWNER") and L & R Contracting, LLC doing business as a corporation, having a business address of 1155 E. 17th Street Panama City, Florida 32405 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below) in connection with the construction of the **PANAMA CITY BEACH – HOMBRE CIRCLE CULVERT IMPROVEMENTS & CLEANING** (Project), to be located in Bay County, Florida, in accordance with the Drawings and Specifications prepared by **McNEIL CARROLL ENGINEERING, INC.**, the Engineer of Record (hereinafter called "ENGINEER") and all other Contract Documents hereinafter specified.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the Work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such Work in accordance with this Agreement (collectively the "Work"). CONTRACTOR's employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, the CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR's employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR's subcontractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of the OWNER.
2. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed to be issued by OWNER in writing within 10 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by the CONTRACTOR within the time period set forth in Section 15 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$1,000.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of Section 00100, General Conditions.

- a. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 215,229.43 as shown in the Bid Schedule, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
4. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:
 1. ADVERTISEMENT FOR BIDS (SECTION 00010)
 2. INFORMATION FOR BIDDERS (SECTION 00020)
 3. BID (SECTION 00030)
 4. BID BOND (SECTION 00040)
 5. AGREEMENT (SECTION 00050)
 6. PERFORMANCE BOND (SECTION 00060)
 7. PAYMENT BOND (SECTION 00070)
 8. NOTICE OF AWARD (SECTION 00080)
 9. NOTICE TO PROCEED (SECTION 00090)
 10. DRUG-FREE WORK PLACE (SECTION 00095)
 11. CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT (SECTION 00096)
 12. PUBLIC ENTITY CRIMES STATEMENT (SECTION 00097)
 13. SALES TAX AGREEMENT (SECTION 00098)
 14. CERTIFICATE OF INSURANCE (SECTION 00099)
 15. GENERAL CONDITIONS (SECTION 00100)
 16. SUBMISSION OF WORK SCHEDULE (SECTION 00801)
 17. PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL (SECTION 00802)
 18. SPECIAL PROVISIONS (SECTION 01046)
 19. PERMITS AND FEES (SECTION 01065)
 20. REFERENCE STANDARDS (SECTION 01095)
 21. SPECIAL PROJECT PROCEDURES (SECTION 01100)
 22. ENVIRONMENTAL PROTECTION (SECTION 01110)
 23. SUBMITTALS (SECTION 01300)
 24. CONSTRUCTION PHOTOGRAPHS (SECTION 01380)
 25. MOBILIZATION/DEMobilIZATION (SECTION 01505)

- 26. CONTRACT CLOSEOUT (SECTION 01705)
- 27. SITEWORK (SECTIONS 02110, 02200, 02211 AND 02222)
- 28. STORMWATER (SECTIONS 33400)
- 29. APPENDICES (APPENDICES A THROUGH F)
- 30. PLANS prepared by McNeil Carroll Engineering, Inc.
- 31. ADDENDA
 - No.1, dated _____, 2021.
 - No.2, dated _____, 2021.
 - No.3, dated _____, 2021.

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

- 5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions (SECTION 00100) such amounts as required by the Contract Documents.
- 6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 7. This Agreement shall be governed by the laws of the State of Florida.
- 8. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given:
 - i. By mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested; or
 - ii. By sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery; or,
 - iii. By hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to OWNER:

_____ City of Panama City Beach
 _____ 17007 Panama City Beach Parkway
 _____ Panama City Beach, Florida 32413
 ATTENTION: _____ Drew Whitman, City Manager
 Fax No.: _____ (850) 233-5108

If to Contractor:

L & R Contracting, LLC
1155 E. 17th Street, Panama City, Florida 32405

ATTENTION: Rhonda Lewis

Fax No.: _____

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

9. The CONTRACTOR recognizes that the OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to the OWNER, the CONTRACTOR shall comply with and fully implement the sales tax savings program. As set forth in the Sales Tax Agreement, Section 00098.
10. The failure of the OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
11. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
12. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
13. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

14. For this Project, the OWNER has designated a Project Representative to assist the OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by the OWNER for this Project, shall be Robert Carroll, P.E. of McNeil Carroll Engineering, Inc.
15. The CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, Project Representative, or ENGINEER may be responsible, in whole or in part, shall relieve the CONTRACTOR of his/her duty to perform or give rise to any right to damages or additional compensation from OWNER. The CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against the OWNER will be the right to seek an extension to the Contract Time.
16. **INSURANCE - BASIC COVERAGES REQUIRED**

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

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

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

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

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

Workers' Compensation and Employers' Liability Insurance Coverage

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

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

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

The CONTRACTOR shall provide to the OWNER an Affidavit stating that he/she meets all the requirements of Florida Statute 440.02 (13) (d).

Commercial General Liability Coverage

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

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

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

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

Business Automobile Liability Coverage

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

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

Excess or Umbrella Liability Coverage

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

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

(SEAL)
ATTEST: _____
BY _____
(Signature)
NAME _____
TITLE _____

OWNER
CITY OF PANAMA CITY BEACH
BY _____
(Signature)
NAME Drew Whitman
TITLE City Manager

(SEAL)
ATTEST:
BY _____
(Signature)
NAME _____
TITLE _____

CONTRACTOR
BY _____
(Signature)
NAME _____
TITLE _____

ADDRESS: _____

Employer Identification
Number _____

END OF SECTION

**MCNEIL—
—CARROLL
ENGINEERING, INC.**

PROFESSIONAL ENGINEERING CONSULTANTS

April 29, 2021

Ms. Kelly Jenkins, P.E.
City of Panama City Beach
110 South Arnold Road, Florida 32413

Re: Hombre Circle Culvert Improvement and Cleaning
Award Recommendation
Panama City Beach, Florida
MCEI File No. 245.26

Dear Ms. Jenkins,

The City of Panama City Beach received bids from two (2) contractors for the **Hombre Circle Culvert Improvement and Cleaning** project on April 19, 2021.

After a thorough review of both bids, it was determined that all of the bidders were deemed responsive and that L&R Contracting, LLC. was the lowest responsive bidder. Therefore, we recommend that the City of Panama City Beach (City) award L&R Contracting, LLC. the contract for \$156,542.43.

The Notice of Award and Agreement (**Exhibit B**) are enclosed and are to be executed if the City Commission approves our recommendation.

Should you have any questions or require clarification, please do not hesitate to call.

Respectfully,

McNeil Carroll Engineering, Inc.



Sean McNeil, P.E.
President

Panama City

475 Harrison Avenue, Suite 200
Panama City, FL 32401

Phone (850) 763-5730
Fax (850) 763-5744

mneilcarroll.com

Panama City Beach

17800 Panama City Beach Parkway
Panama City Beach, FL 32413

Phone (850) 234-1730
Fax (850) 234-1731

**SECTION 00080
NOTICE OF AWARD**

TO: L & R Contracting, LLC
1155 E 17th Street, Panama City
Florida 32405

PROJECT DESCRIPTION:

**PANAMA CITY BEACH
HOMBRE CIRCLE CULVERT IMPROVEMENTS & CLEANING**

The City of Panama City Beach (OWNER) has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated March 22 and March 29, 2021, and associated Information for Bidders.

You are hereby notified that your Bid in the amount of \$ 215,229.43 has been accepted by the OWNER. Provided, however, nothing in this Notice of Award or your delivery to the OWNER of the Agreement executed by you (with the required Bonds and Certificates of Insurance) shall in any manner or way be deemed to create any contract between you and the OWNER. No such contract shall be created unless and until the OWNER signs the Agreement.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance within 10 calendar days from the date of this Notice of Award.

If you fail to execute said Agreement, together with the required Certificates of Insurance and Bonds, within 10 calendar days from the date of this Notice of Award, the OWNER will be entitled to consider all your rights arising out of OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Deposit. The OWNER will be entitled to all other rights and remedies as may be available to it at law.

You must return an acknowledged copy of this Notice of Award to the OWNER, with the executed Agreement and required Certificates of Insurance and Bonds, within the above-noted 10 calendar day period.

Dated this _____ day of _____, 2021.

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CITY OF PANAMA CITY BEACH
OWNER

By: _____

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

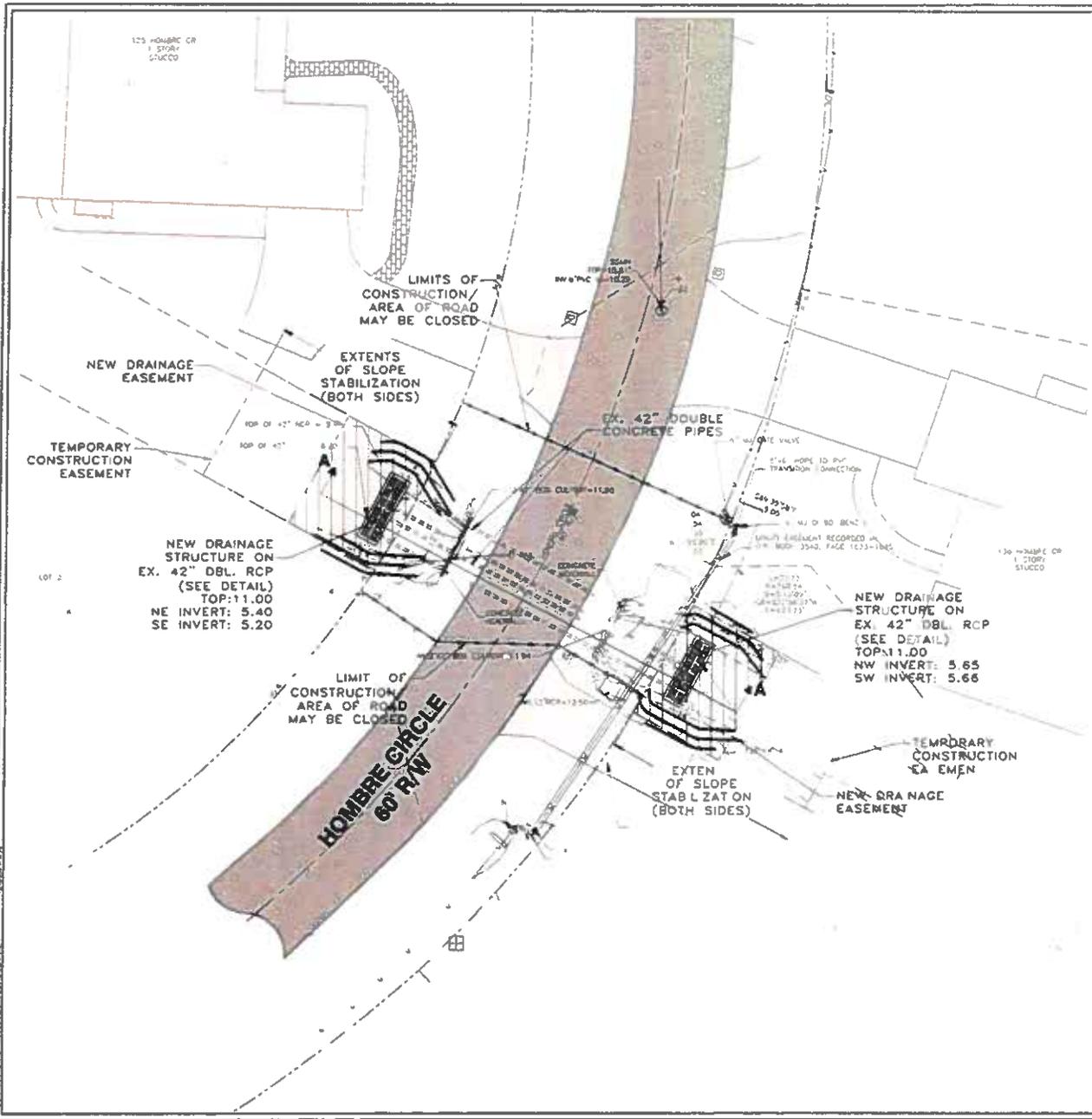
By: _____ (Company Name).

This the _____ day of _____, 2021

By: _____ (Print and Sign Name).

Title: _____

END OF SECTION



- SITE GRADING AND DRAINAGE NOTES:**
- SEE SYMBOL LEGEND ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCED DETAILS.
 - ALL EXISTING MATERIALS (i.e., DIRT, CONCRETE, ASPHALT, ETC.) TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER.
 - SEE SECTIONS IN CONSTRUCTION DETAILS.
 - CONTRACTOR SHALL PROVIDE SURETY BOND, GENERAL BOND, AND ETC. (S) BOND AND SURETY (S) BOND COPY (S) BOND COPY OF ALL FULLY DRAWN BY THE CONTRACTOR. DRAWINGS SHALL BE PROVIDED AND SIGNED & SEALED BY A LICENSED PROFESSIONAL ENGINEER.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL SURVEYOR ONE AT 811 FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.
 - ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION AND SLOPED PER FOOT CUBIC YARD.
 - NEW DRAINAGE EASEMENT TO BE ACCORDED BY THE CITY.
 - ALL MATERIALS EXCEPT FROM CONSTRUCTION AND SOILS REMOVAL SHALL BE SPREAD ON 18" WIDE CHANNELS, SLOPED BY THE SLOPE AND ALL DISTURBED AREAS TO BE REFINISHED WITH NORTH AMERICAN GELBA HYDRAULIC EROSION CONTROL TYPE-C200 SEE DETAIL SHEET 2.



PERMIT PURPOSES ONLY

SITE GRADING & DRAINAGE PLAN
HOMBRE CIRCLE CULVERT
IMPROVEMENT & CLEANING
 PANAMA CITY BEACH, FLORIDA

DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____ SCALE: _____	<p>McNEIL-CARROLL ENGINEERING, INC. PROFESSIONAL ENGINEERS STATE OF FLORIDA, CERTIFICATE NO. 10000000000000000000</p>	1000 Panama City Beach Parkway Panama City Beach, Florida 32413 Phone: 904-244-2200 Fax: 904-244-2200
---	--	--

SHEET NO. _____ OF _____ DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____		2024
--	--	------

CONSENT AGENDA
ITEM #6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

Staff has reviewed the proposed Scope of Work and associated fees and recommends Council approval.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached:

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life
Financial Health

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

The City has a continuing services contract with Tetra Tech for monitoring and regulatory compliance support services associated with the receiving wetlands at Conservation Park. The City has applied for a modification of our permit requirements under Site Specific Alternative Criteria (SSAC) for easier compliance with the applicable regulations. Additional site monitoring information is needed to document and support the SSAC application. Three additional stream monitoring locations using two, manually-read staff level gauges are proposed along with a third using a continuous recorder to measure levels and a key quality parameter of the wetlands waters. Tetra Tech has provided a proposal for the additional monitoring devices needed as well as training for City personnel in reading the gauges and downloading recorded data. This data would be submitted to support the SSAC application.

[21-155.Tetra Tech Task Order.Wetlands.pdf](#)
[PCB SSAC Stream Monitoring Replacement.pdf](#)

RESOLUTION 21-155

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH TETRA TECH FOR THE GATHERING OF SUPPLEMENTAL SITE MONITORING INFORMATION ASSOCIATED WITH A PERMIT MODIFICATION AT THE CONSERVATION PARK FOR THE BASIC AMOUNT OF \$11,000.

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 to that General Wastewater Facilities and Reclaimed Facilities Continuing Engineering Services Agreement between the City and Tetra Tech, Inc., dated December 29, 2013, relating to the gathering of supplemental site monitoring associated with a City permit modification, in the basic amount of Eleven Thousand Dollars (\$11,000), in substantially the form attached and presented to the Council today, draft dated January 19, 2021, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

January 19, 2021

Mark Shaeffer, P.E.
Utilities Engineer
116 South Arnold Road
Panama City Beach, FL 32413

PROPOSED SCOPE OF WORK
SUPPORT OF THE DEVELOPMENT OF SITE SPECIFIC ALTERNATIVE CRITERIA
(SSAC) FOR pH OF REUSE WATER DISCHARGE FROM WWTP #1 TO RECEIVING
WETLANDS IN
PANAMA CITY BEACH, FLORIDA

The scope of this project includes additional task in support of the following:

Wetland Condition Index and Stream Condition Index sampling plan development/FDEP approval, sample collection, lab analysis and data management, to support of the development of SSAC for the pH of reclaimed water discharge from the City of Panama City Beach (CPCB) Waste Water Treatment Plant #1 (WWTP #1) into permitted receiving wetlands within a 3,000-acre Wetland Conservation Area.

This scope of amendment includes the following task.

Task:

- I. Re-installation of surface water recorder and staff gauges in West Laird Creek:**
- A. Provide stage recorder, staff gauges and miscellaneous material needed for installation of stage recorder(stage/conductance) and staff gauges for monitoring surface water in West Laird Creek at SCI sampling location and St Joe Bridge:
 - B. Install stage recorder (1) at St Joe Bridge and staff gauges (2) at St Joe Bridge and SCI monitoring location:
 - 1. Install one In-Situ electronic stage recorder at the bridge crossing over West Laird Creek downstream from SCI monitoring site.

2. Install one staff gauge at West Laird Creek Bridge and one staff gauge at the West Laird Creek SCI monitoring location.
3. Instruct City personnel how to download and service In-Situ stage recorder on City provided laptop computer through In-Situ, Win-Situ software provided in data logger packaging.
4. Instruct on data collection at staff gauges and other observations needed for project success.

Period of Performance – December 2020, to December 2021

Assumptions

- The City will provide staff assistance in the installation of the electronic stage and conductance recorder at the West Laird Creek Bridge and West Laird Creek SCI monitoring locations
- Tt Ardaman & Associates staff (David Scarboro) will provide installation and setup of In-Situ stage recorder and staff gauges. Instruct City personnel how to utilize Win-Situ software and what observations are needed to be completed during routine monitoring.
- Invoicing from Tt NUS will be generated monthly and billed as percent-complete. Invoicing from Tt Ardaman will be handled as per terms and conditions of separate ISA contracts with Tt IER Orlando Office.

TASK ACTIVITIES	Amount	Cost/Unit	Units	Est. Price
TASK III: Install surface water stage/conductance recorder (1) and staff gauges (3) in West Laird Creek				
Project Director: Douglas Dufresne	1	\$192.00	hour	\$192.00
GIS Analyst III: Tim Coulombe	1	\$131.00	hour	\$131.00
Environmental Scientist III: Dave Scarboro	40	\$111.00	hour	\$4440.40
Environmental Scientist III: David Carlee	4	\$101.75	hour	\$407.00
ODCs (field supplies, shipping, etc.)	1	\$4738.00	event	\$4738.00
Travel Expenses (lodging, per diem, transportation, fuel)	1	\$1086.00	event	\$1068.00
Total Fees				\$11,000.00
TOTAL ESTIMATED PRICE				\$11,000.00

David Carlee
Tetra Tech, Inc., 201 East Pine Street, Suite 1000, Orlando, FL 32801
2 David.carlee@tetratech.com | Tetratech.com

Approval:

Mark Shaeffer, P.E.
Utilities Engineer

CONSENT AGENDA

ITEM #7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Kelly Jenkins, Public Works

2. MEETING DATE:
May 13, 2021

3. REQUESTED MOTION/ACTION:

Approve the construction agreement for the PCB Parkway Sidewalk Project from N Pier Park Drive to Nautilus Street with LAS Contracting Corp in the lump sum amount of \$434,000.00

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life
Transportation
Public Safety

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

The Public Works Department was tasked with the project management of a proposed sidewalk in the northern right of way of Panama City Beach Parkway. This sidewalk will run from the North Pier Park development east to tie into sidewalk near Nautilus Street.

A solicitation for construction bids was publicly advertised and three bidders responded. Staff has reviewed the bids, and the lowest responsive bidder was LAS Contracting Corp for \$434,000.00. Staff recommends a contingency just under 5% for unforeseen circumstances to be added to bring the not to exceed amount totaling \$454,000.00. Attached is a copy of the Bid Tabulation, a portion of the Bid Proposal Form, Engineer of Record's Recommendation, Agreement, Notice of Award, and the Vicinity Map, for your review.

[21-156.Construction of Sidewalk North Pier Park to Nautilus.pdf](#)
[Attachements for Memo_PCB Parkway Sidewalk from N. Pier Park Drive to Nautilus Street_20210503.pdf](#)

RESOLUTION 21-156

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LAS CONTRACTING CORP. FOR THE PANAMA CITY BEACH PARKWAY (NORTH PIER PARK DRIVE TO NAUTILUS STREET) SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED \$434,000; AUTHORIZING CHANGE ORDERS FOR UNFORSEEN CIRCUMSTANCES AND UNDER CERTAIN CONDITIONS IN AN AMOUNT NOT TO EXCEED \$20,000.

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 LAS Contracting Corp., relating to the Panama City Beach Parkway (North Pier Park Drive to Nautilus Street) Sidewalk Project, in the amount of Four Hundred Thirty Four Thousand Dollars (\$434,000), 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.

AND BE IT FURTHER RESOLVED that the City Manager is authorized to execute and deliver on behalf of the City change orders for unforeseen conditions related to this project in a cumulative amount that does not exceed Twenty Thousand Dollars (\$20,000.00), provided that the City Engineer certifies that the change order does not result in a fundamental change to the scope of the project or standard of materials used for such, the Finance Director confirms the contingency amount set forth herein is not exceeded, and the City Attorney has reviewed the form of the change order.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

ATTACHMENT #1

Bid Tabulation



CITY OF PANAMA CITY BEACH

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

PCB Parkway Sidewalks

4/28/21 12:30pm

	CONTRACTOR/VENDOR	AMOUNT	BID FORM	BID BOND	DRUG-FREE WORKPLACE	TRENCH SAFETY ACT	PUBLIC ENTITY CRIMES STATEMENT	ADDENDAS	FDOT CERTIFICATIONS
1	Gulf Coast Utility Contractors	\$675,000.00	X	X	X	X	X	N/A	X
2	LAS Contracting Corp	\$434,000.00	X	X	X	X	X	N/A	X
3	Marshall Brothers Construction & Engineering	\$497,500.00	X	X	X	X	X	N/A	X
4									
5									
6									
7									
8									
9									
10									
11									
12									

ATTACHMENT #2

Bid Proposal Form

CITY OF PANAMA CITY BEACH
PCB PARKWAY SIDEWALK

PE FILE # 12061

SECTION 00030

BID PROPOSAL FORM

This proposal of Las Contracting Corp (hereinafter called "BIDDER"), organized and existing under the laws of the State of FLORIDA, doing business as (a corporation, a partnership or an individual), whose Florida contractor's license number is 59-3674850 is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the PCB PARKWAY SIDEWALK (N. PIER PARK DR. TO NAUTILUS ST.) PROJECT in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK on or before a date specified in the Notice to Proceed and to substantially complete the project within 60 consecutive calendar days thereafter, and to fully complete the project within 30 consecutive calendar days thereafter. Total contract time is 90 calendar days.

BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1

Addendum No. _____

BID SCHEDULE

A. GENERAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	EXTENSION
1.	Mobilization / Demobilization	1	LS	\$ 30000
2.	Layout / As Built by FL Registered Surveyor (Must meet City As-Built requirements)	1	LS	\$ 5000
3.	Testing by Third Party Testing Lab	1	LS	\$ 5000
4.	Bonds / Insurance	1	LS	\$ 15000

**CITY OF PANAMA CITY BEACH
PCB PARKWAY SIDEWALK**

PE FILE # 12061

5.	Maintenance of Traffic (Must meet FDOT requirements)	1	LS	\$ 30 000
6.	Erosion Control / Silt Fence	1	LS	\$ 10 000
7.	NPDES Permit / Monitoring	1	LS	\$ 2500
8.	Trench Safety Act	1	LS	\$ 2500
GENERAL SUBTOTAL				\$ 100,000

B. CONSTRUCTION:

ITEM	DESCRIPTION	QUANTITY	UNIT	EXTENSION
1.	Demolition	1	LS	\$ 20 000
2.	Concrete Sidewalk	1	LS	\$ 180 000
3.	Import Fill	1	LS	\$ 20 000
4.	Excavation / Earthwork / Compaction	1	LS	\$ 20 000
5.	Detectable Warning Devices	1	LS	\$ 5 000
6.	Sod	1	LS	\$ 50 000
7.	Concrete Gravity Walls	1	LS	\$ 35 000
8.	Permanent Signage	1	LS	\$ 8 000
9.	Striping (Thermoplastic)	1	LS	\$ 5 000
10.	Guiderails	1	LS	\$ 15 000
11.	Stormwater Pipe	1	LS	\$ 23 000
12.	Mitered End Sections	1	LS	\$ 13 000
CONSTRUCTION SUBTOTAL				\$ 334 000

PCB PARKWAY SIDEWALK PROJECT -- BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following

TOTAL LUMP SUM BID (A & B): \$ 434,000

Four Hundred Thirty-Four Thousand DOLLARS &
00/100 CENTS.

The lump sum price includes General items and Construction items above.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and

ATTACHMENT #3

Engineer of Record's Recommendation

April 29, 2021

Via e-mail

Mr. Wyatt Rothwell, E.I.
Public Works Engineer
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413

RE: **PCB Parkway Sidewalk**
Recommendation for Award
PE File No. 12061

Dear Mr. Rothwell:

On April 28, 2021, sealed bids were received and opened in regards to the **PCB Parkway Sidewalk (N. Pier Park Dr. to Nautilus St.) Project**. The bids were opened in the presence of bidders' representatives, City Staff and ourselves at 12:30 PM local time.

LAS Contracting Corp. had the lowest responsive bid in the amount of **\$434,000.00**. We have attached a Certified Bid Tabulation Summary with a breakdown of each of the bid items and all bid prices have been verified. Also attached for quick reference is a copy of their bid, bid bond, and FDOT Certification. Since we have never worked with this company, we did some research on their firm and contacted their bond company. Their bonding agent told me that he had been providing their bonds for over a decade and they have never had any bonding issues. In addition, they recently completed a LAP sidewalk project for the City of Callaway and the City Manager gave them a positive reference.

Therefore, it is our recommendation that the City award the bid to **LAS Contracting Corp.** in the amount of **\$434,000.00**.

If you have any questions, please call me at 850 596 1235.

Sincerely,
PANHANDLE ENGINEERING, INC.



Chris Forehand, P.E.
Vice President

Cc: Kelly Jenkins, P.E., Public Works Director



civil engineer
environmental
land planning
roads + bridge
stormwater
water + wastewater

PANHANDLE ENGINEERING, INC.
600 Ohio Avenue
Lynn Haven, FL 32444
P: 850.763.5200



PCB PARKWAY SIDEWALKS
 Panhandle Engineering Project No. 12061
 Bid Opening: 12:30 p.m. CST, April 28, 2021
 City of Panama City Beach



BASE BID ITEMS				CONTRACTORS		
				LAS CONTRACTING CORP	MARSHALL BROTHERS	GCUC
ITEM	DESCRIPTION	UNIT	QTY			
A) GENERAL						
1	Mobilization / Demobilization	LS	1	\$30,000.00	\$7,400.00	\$57,500.00
2	Layout / As Built by FL Registered Surveyor (Must meet City As-Built requirements)	LS	1	\$5,000.00	\$6,300.00	\$9,500.00
3	Testing by Third Party Testing Lab	LS	1	\$5,000.00	\$6,300.00	\$7,750.00
4	Bonds / Insurance	LS	1	\$15,000.00	\$9,900.00	\$10,000.00
5	Maintenance of Traffic (Must meet FDOT requirements)	LS	1	\$30,000.00	\$2,800.00	\$37,000.00
6	Erosion Control / Silt Fence	LS	1	\$10,000.00	\$6,900.00	\$15,000.00
7	NPDES Permit / Monitoring	LS	1	\$2,500.00	\$600.00	\$7,500.00
8	Trench Safety Act	LS	1	\$2,500.00	\$1,000.00	\$7,500.00
SUBTOTAL A				\$100,000.00	\$41,200.00	\$151,750.00
B) CONSTRUCTION						
1	Demolition	LS	1	\$20,000.00	\$2,300.00	\$17,500.00
2	Concrete Sidewalk	LS	1	\$120,000.00	\$247,200.00	\$250,000.00
3	Import Fill	LS	1	\$20,000.00	\$30,200.00	\$37,500.00
4	Excavation / Earthwork / Compaction	LS	1	\$20,000.00	\$28,300.00	\$62,500.00
5	Detectable Warning Devices	LS	1	\$5,000.00	\$900.00	\$2,500.00
6	Sod	LS	1	\$50,000.00	\$97,700.00	\$75,000.00
7	Concrete Gravity Walls	LS	1	\$35,000.00	\$12,600.00	\$37,500.00
8	Permanent Signage	LS	1	\$8,000.00	\$2,800.00	\$2,500.00
9	Striping (Thermoplastic)	LS	1	\$5,000.00	\$4,200.00	\$5,000.00
10	Guiderails	LS	1	\$15,000.00	\$11,400.00	\$5,750.00

BASE BID ITEMS				CONTRACTORS		
				LAS CONTRACTING CORP	MARSHALL BROTHERS	GCUC
ITEM	DESCRIPTION	UNIT	QTY			
11	Stormwater Pipe	LS	1	\$23,000.00	\$9,300.00	\$12,500.00
12	Mitered End Sections	LS	1	\$13,000.00	\$9,400.00	\$15,000.00
<i>SUBTOTAL B</i>				\$334,000.00	\$456,300.00	\$523,250.00
Total Lump Sum (A + B)				\$434,000.00	\$497,500.00	\$675,000.00
<p>CERTIFIED BY: </p> <p>Chris Forehand, P.E. FL PE Reg. No. 58028</p> <p>Date: <u>4/29/21</u></p>						

ATTACHMENT #4

Agreement

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and LAS Contracting Corp., doing business as a corporation (a corporation), having a business address of 13701 N. Nebraska Avenue 102, Tampa FL, 33613 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of PCB PARKWAY SIDEWALK (N. PIER PARK DR. TO NAUTILUS ST.) PROJECT ("Project"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by PANHANDLE ENGINEERING, INC., the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over

and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.
2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing 30 calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 60 calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of **\$500** for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of **\$434,000.00** as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms

of the Contract Documents ("Contract Price").

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

BIDDING & CONTRACT DOCS

Section 00010 ADVERTISEMENT FOR BIDS
Section 00020 INFORMATION FOR BIDDERS
Section 00030 BID PROPOSAL FORM
Section 00040 BID BOND
Section 00050 AGREEMENT
Section 00060 PERFORMANCE BOND
Section 00070 PAYMENT BOND
Section 00080 NOTICE OF AWARD
Section 00090 NOTICE TO PROCEED
Section 00095 DRUG-FREE WORKPLACE FORM
Section 00096 TRENCH SAFETY ACT
Section 00097 SWORN STATEMENT ON PUBLIC ENTITY CRIMES
Section 00100 GENERAL CONDITIONS
Section 00800 SUPPLEMENTARY CONDITIONS
Section 00802 PREVENTION, CONTROL AND ABATEMENT
Section 00808 SALES TAX EXEMPTION
Section 01110 ENVIRONMENTAL PROTECTION
Section 01505 MOBILIZATION/DEMOBILIZATION
Section 01705 CONTRACT CLOSEOUT

SITE WORK

Section 02110 SITE CLEARING
Section 02200 EARTHWORK
Section 02211 SODDING
Section 02222 TRENCHING, BACKFILLING AND COMPACTING
Section 02960 RESTORATION
Section 03310 CONCRETE WORK

APPENDICES

- A. CHANGE ORDER FORM
- B. PAY REQUEST FORM
- C. CERTIFICATE OF SUBSTANTIAL COMPLETION
- D. ERP Permit
- E. MINIMUM TECHNICAL STANDARDS CHECKLIST FOR UTILITY AS-BUILTS
- F. GEOTECHNICAL REPORT

DRAWINGS prepared by Panhandle Engineering, Inc.

SPECIFICATIONS prepared or issued by Panhandle Engineering, Inc.

ADDENDA

- No. _____, dated _____, 2021

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

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

_____ **City of Panama City Beach**
_____ **17007 Panama City Beach Parkway**
_____ **Panama City Beach, FL 32413**
ATTENTION: _____ **Drew Whitman, City Manager**
Fax No.: _____ **(850) 233-5108**
If to Contractor:

ATTENTION: _____
Fax No.: _____

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

- 10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be **City Staff or Designee**.
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract,

warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

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

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

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

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

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

Except with respect to the workers' compensation insurance, CONTRACTOR shall name the OWNER as an additional insured on all required insurance using Additional Insured Endorsement ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01 or if not available, their equivalent acceptable to OWNER. In the event CONTRACTOR's insurance policy(ies) provide greater coverage and/or greater limits than the minimum requirements set forth herein, then the OWNER and the other additional insureds shall be entitled to the full coverage and limits of such policy(ies), and

these insurance requirements will be deemed to require such greater coverage and/or greater limits.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

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

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than ten (10) years following OWNER'S final acceptance of the project.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

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

ADDITIONAL INSURANCE - Not Applicable

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

BY: _____

City Clerk

NAME: Mr. Drew Whitman

TITLE: City Manager

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: _____

ATTACHMENT #5

Notice of Award

SECTION 00080

NOTICE OF AWARD

TO: LAS Contracting Corp
13701 N. Nebraska Avenue 102
Tampa FL. 33613

PROJECT DESCRIPTION:

**PCB PARKWAY SIDEWALK PROJECT
(N. PIER PARK DR. TO NAUTILUS ST.)**

The City of Panama City Beach ("City") has considered the BID submitted by you for the above described Project in response to its Advertisement for Bids dated March 26 and April 2, 2021, and associated Information for Bidders.

You are hereby notified that your Bid in the amount of \$ 434,000.00 has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (with evidence of the required insurance and delivery of the required Bonds) shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement provide evidence of the required insurance, and provide the required CONTRACTOR'S Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, provide evidence of the required insurance and the required Bonds, within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned and as a forfeiture of your Bid Deposit. The City will be entitled to all other rights and remedies as may be available to it at law.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement with the required Bonds and evidence of the required insurance, within the above noted ten (10) calendar day period.

Dated this ____ day of _____, 2021.

CITY OF PANAMA CITY BEACH
Owner

ACCEPTANCE OF NOTICE
Receipt of the above Notice of
award is hereby acknowledged

By _____

By _____

Name: Mr. Drew Whitman

This the ____ day of _____, 2021.

Title: City Manager

Name _____

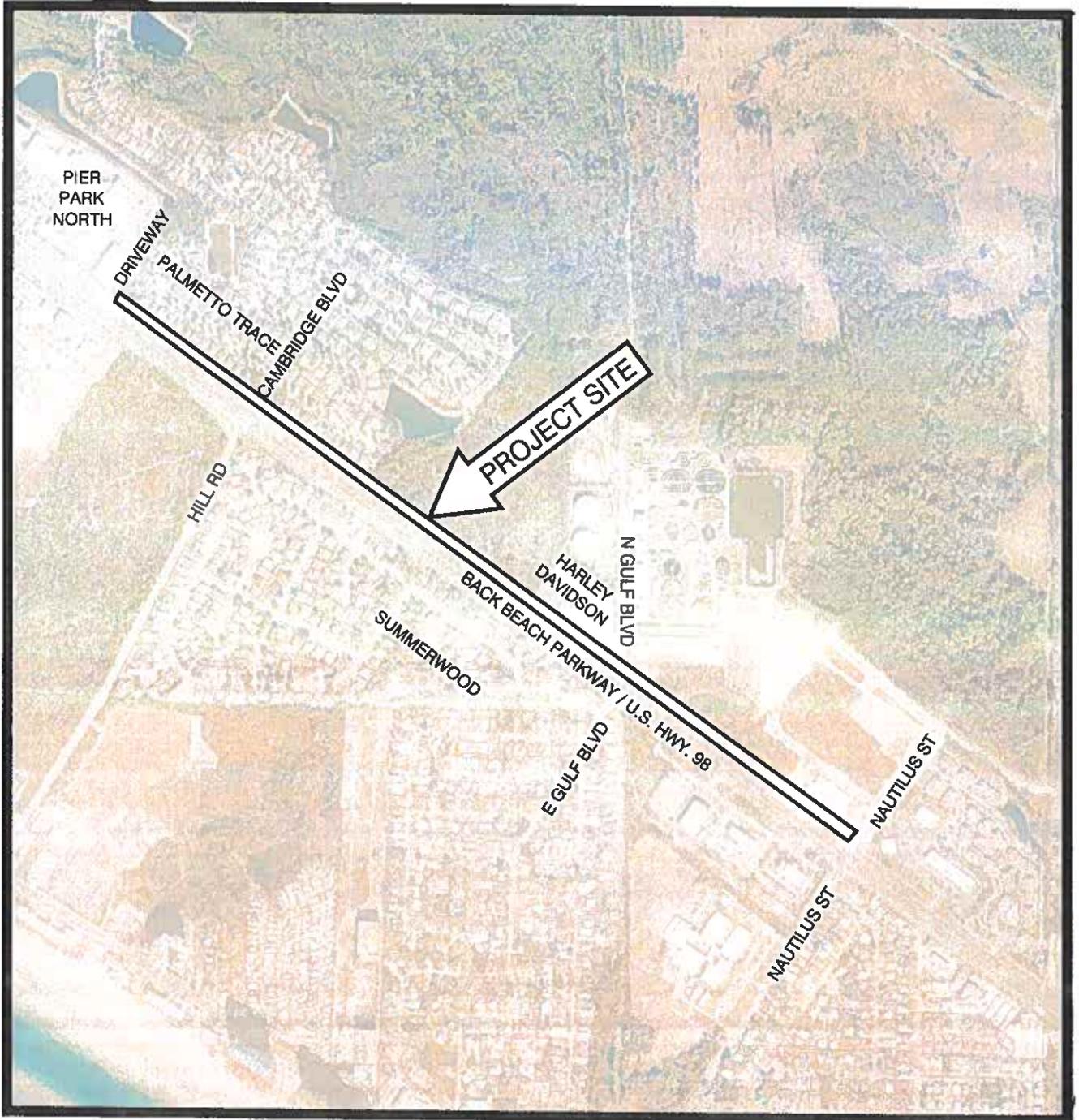
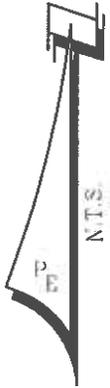
Title _____

ATTACHMENT #6

Vicinity Map

Panama City Beach Parkway Sidewalk

North Pier Park Drive to Nautilus Street



LAT ~ N30°12'27"
LON ~ W85°51'56"
N 441694.6119
E 1537169.8711

VICINITY MAP
NOT TO SCALE

CONSENT AGENDA
ITEM #8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends Council approval for the proposed Task Order in the amount of \$222,940.00 under the consultant's current Master Services Agreement.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: No

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:

Transportation
Economic Development

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

The City CRA department has awarded the roadway design engineering services contract for this CRA segment to Dewberry Engineers, Inc. Utilities Department staff have requested a proposal for utilities relocation engineering services for this segment from Dewberry Engineers, Inc. as well as they are both familiar with the Department's design requirements and are well-positioned to coordinate impacts of the roadway design concepts on the underlying existing and proposed utilities.

Staff has reviewed the proposed Scope of Work and fees totaling \$222,940.00 and find them consistent with the level of effort/estimated value of work to be constructed and corresponding task orders for CRA Segment 4.1. Proposed fees as a percentage of construction cost are also within limits of standard USDA fee curve values. Construction costs used in this calculation are based upon cost per mile for CRA Segment 2 (present worth of 2008 costs at 3% interest) and the recently bid Segment 3. Construction costs for this project is projected to be between \$4.1M and \$4.5M.

[21-157.CRA Segment 4.2 Utilities Relocation Agreement..pdf](#)
[Task Order FBR CRA 4.2 Utilitiy Design Proposal_2021-05-06.pdf](#)

RESOLUTION 21-157

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR PROVISION OF PROFESSIONAL ENGINEERING DESIGN SERVICES FOR FRONT BEACH ROAD 4.2 UTILITIES RELOCATION IN THE AMOUNT OF \$222,940.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and execute on behalf of the City that certain Task Order 2021-05 to the Master Services Agreement for Utility Engineering Services between the City and Dewberry Engineers, Inc., related to Front Beach Road 4.2 Utilities relocation, in the amount of Two Hundred Twenty Two Thousand, Nine Hundred Forty Dollars (\$222,940.00) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of May, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



Dewberry Engineers Inc | 850.522.0644
203 Aberdeen Parkway | 850.522.1011 fax
Panama City, FL 32405 | www.dewberry.com

May 6, 2021

Via Email at mshaeffer@pcbgov.com

Attn: Mark E. Shaeffer, P.E.
Utilities Director
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

RE: Front Beach Road CRA 4.2 Utilities Improvements
Design Services Proposal

Dear Mr. Shaeffer:

Per your request, Dewberry Engineers Inc. (Dewberry) is pleased to submit this task order for providing professional engineering design services required in conjunction with the relocation of existing utilities, including water, reclaim, gravity sanitary and force mains in preparation to Front Beach Road Community Redevelopment Plan Project Segment 4.2 from east of Hill Road STA 243+80 to Hutchinson BLVD STA 315+60 for the City of Panama City Beach (City) acting by and through its Council under the **MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS INC. (formerly PREBLE-RISH, INC.) RELATING TO UTILITY ENGINEERING SERVICES (General Water and Sewer and Reclaimed Utility) dated April 8, 2014.**

Dewberry will provide professional engineering services required to generate construction drawings and technical specifications in sufficient detail to enable Panama City Beach to receive competitive bids from construction contractors. Dewberry will perform additional topographic survey to complement survey information recently completed on Front Beach Road Segment 4.2 and to verify information discovered in the field during site investigations. Based on the information referenced above, Dewberry will provide design, FDEP and FDOT permitting, Bay County coordination and right-of-way use, and bid document preparation for a lump sum fee of **\$222,940.00**. Please see the attached **Task Order 2021.05** defining the scope of services (**Attachment A**).

As always, we look forward to working with you and your staff and the opportunity to improve the water, reclaim and sewer distribution systems within the City. Should you have any questions or require additional information in support of this Proposal, do not hesitate to contact me.

Sincerely,
Dewberry Engineers Inc.

Morgan Hurst, PE
Project Manager

Attachments: Attachment A (Task Order – Scope of Services)

cc: Mr. Jonathan Sklarski, P.E., Associate Vice-President, Dewberry (via email JSklarski@Dewberry.com)
Mr. Clifford D. Wilson III, P.E., Vice President, Dewberry (via email CWilson@Dewberry.com)

Attachment A
Scope of Services, Task Order 2021-05
CITY OF PANAMA CITY BEACH
Front Beach Road Community Redevelopment Plan Project Utilities Improvements
Professional Engineering Design and Permitting Services

This task order is for the purpose of Dewberry Engineers Inc. (Dewberry), as the ENGINEER, to provide professional services in conjunction with the relocation of existing utilities, including water, reclaim, gravity sanitary and force mains in preparation to Front Beach Road Community Redevelopment Plan Project Segment 4.2 from east of Hill Road STA 243+80 to Hutchinson BLVD STA 315+60 for the City of Panama City Beach (City) acting by and through its Council under the **MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS INC. (formerly PREBLE-RISH, INC.) RELATING TO UTILITY ENGINEERING SERVICES (General Water and Sewer and Reclaimed Utility)** dated April 8, 2014.

DESCRIPTION OF ENGINEER'S SERVICES

The services to be performed by Dewberry during the construction of the Front Beach Road Community Redevelopment Plan Project Segment 4.2 will consist of one (1) phase as described below.

Phase 1- Design Services

The scope of work for this phase of the project will include the basic services outlined below. The detailed design will culminate in the preparation of plans, specifications and bid documents that depict the character and scope of the project in sufficient detail to enable the City to receive competitive bids from construction contractors.

1. Utility Coordination Kickoff meeting
2. Subordination of easements coordination
3. Perform additional topographical survey to complement previous survey and information discovered in the field during site investigations
4. Utility design meetings and updates with City of Panama City Beach Utility Department
5. Perform analysis of the City's current hydraulic water model to confirm required fire flow for existing developments.
6. Verification and review utility markups, work schedules and processing of schedules and agreements
7. Utility constructability reviews with UAOs and City of Panama City Beach Utility Department
8. Develop 60%, 90% and 100% utility design plans to include water, wastewater and reuse in accordance with City of Panama City Beach Design Standards
9. Design horizontal utility relocation alignments and improvements for water, wastewater and reuse in coordination with all third party utility providers (TECO Gas, Gulf Power, AT&T etc)
10. Design vertical utility relocation alignments and improvements for water, wastewater, and reuse in coordination with all third party utility providers (TECO Gas, Gulf Power, AT&T etc)
11. Provide utility design cross check to accommodate stormwater structures and conveyance systems to minimize conflicts during construction
12. Develop engineer cost opinion
13. Preparation of bid documents and specifications that show the character and scope of the work to be performed. The anticipated construction drawings include:
 - Cover Sheet
 - General Note Sheet
 - General Construction Notes
 - Water Line Plan & Profile Sheets with 30-foot and 3-foot horizontal and vertical scales, respectively.
 - Reclaim Line Plan & Profile Sheets with 30-foot and 3-foot horizontal and vertical scales, respectively
 - Gravity Sanitary Sewer Line Plan & Profile Sheets with 30-foot and 3-foot horizontal and vertical scales, respectively
 - Force Main Plan & Profile Sheets with 30-foot and 3-foot horizontal and vertical scales, respectively.

Attachment A
Scope of Services, Task Order 2021-05
CITY OF PANAMA CITY BEACH
Front Beach Road Community Redevelopment Plan Project Utilities Improvements
Professional Engineering Design and Permitting Services

- Water and Reclaim Lines and Force Main Detail Sheets.
- MOT Sheets.
- 14. Assist the City with acquiring permits to construct from FDEP and FDOT.
- 15. Quality assurance/quality Control Reviews
- 16. Prepare a detailed estimate of probable construction cost.
- 17. Prepare Bid Form, Notice to Bidders, Instructions to Bidders, and Technical Specifications.

PROJECT SCHEDULE

We anticipate performing Phase 1 outlined above within One Hundred and Eighty (180) days following the City authorization to Proceed with the Project.

COMPENSATION

1. Phase1, Design Services, Total Lump Sum Fee: **\$ 222,940.00**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

DEWBERRY

203 Aberdeen Parkway
Panama City, Florida 32405

By: 
 Name and Title: Morgan Hurst, PE
 Senior Project Manager

Witnessed: Dandra R. Lewis
 Date: 05/06/2021

CITY OF PANAMA CITY BEACH, FLORIDA

110 South Arnold Road
Panama City Beach, Florida 32413

By: _____
 Name and Title: Mr. Drew Whitman
 City Manager

Witnessed: _____
 Date: _____

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Panama City Beach CRA Segment 4.2
 County: Bay County
 FPN: 2021-05
 FAP No:

Consultant Name: Dewberry Engineers Inc.
 Consultant No.: 50104124
 Date: 4/12/2021
 Estimator: Hurst

Staff Classification	Hours From "SH Summary - Firm"	Principal Engineer	Senior Engineer	Engineer	Engineer Intern	Senior Technician	Senior Landscape Architect	Landscape Architect						SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$190.00	\$185.00	\$110.00	\$92.00	\$115.00	\$143.50	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1,846	\$222,940	\$120.77
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	1,846	80	280	640	246	600	0	0	0	0	0	0	0	1,846	\$222,940	\$120.77
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	1,846	80	280	640	246	600	0	0	0	0	0	0	0	1,846	\$222,940.00	\$120.77
Total Staff Cost		\$15,200.00	\$46,200.00	\$70,400.00	\$22,140.00	\$69,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$222,940.00	

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:			\$222,940.00
OVERHEAD:	0%		\$0.00
OPERATING MARGIN:	0%		\$0.00
FCCM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	0.00%		\$0.00
Survey (Field - if by Prime)	0	4-person crew days @ 1 / day	\$0.00
SUBTOTAL ESTIMATED FEE:			\$222,940.00
Subconsultant: Dewberry Survey			\$0.00
Subconsultant: Gortemoller Engineering Inc.			\$0.00
Subconsultant: SCSi (Geotechnical)			\$0.00
SUBTOTAL ESTIMATED FEE:			\$222,940.00
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$222,940.00
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$222,940.00

CONSENT AGENDA
ITEM #9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Amy Myers, Legal

2. MEETING DATE:
May 13, 2021

3. REQUESTED MOTION/ACTION:

Approval of request from Killiam Group, LLC for noise variance to facilitate concrete pours at Embassy Suites.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Economic Development

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

On April 30, 2021, Killian Construction Co requested permission to undertake early morning construction pours related to its construction of the Embassy Suites at 16006 Front Beach Road over a six-week period commencing May 5, 2021. The specific request sought to begin these activities at 5 am, two hours earlier than the City's noise ordinance permits.

The City Manager approved the early morning construction activities so as not to delay construction further into the busy summer season, though Council approval is requested to ratify the actions already taken and to authorize the early morning construction for the remainder of the 6 week period.

[21-158.Noise Variance.Embassy Suites.pdf](#)
[PCB City Manager 4.30.21 Early Start.docx](#)
[20210507V3 ORDER Embassy Suites Noise Variance.docx](#)

RESOLUTION 21-158

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AND TO THE EXTENT NECESSARY RATIFYING A NOISE VARIANCE FOR EARLY MORNING CONSTRUCTION ACTIVITY AT 16006 FRONT BEACH ROAD DURING THE PERIOD MAY 5 THROUGH JUNE 16, 2021.

BE IT RESOLVED that the City Council hereby approves and to the extent necessary ratifies that certain Order for a Noise Variance in favor of Killian Construction Co., for early morning construction activities related to construction of the Embassy Suites at 16006 Front Beach Road, during the period of May 5, 2021 through June 16, 2021, in the form attached and presented to the Council today.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of May, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



The Killian Group, LLC
Killian Construction Co.
KCC Contractor, Inc.
Killian Western, LLC

PARTNERS FROM THE GROUND UP

Florida Contractor License Number.: CGC1528518

April 30, 2021

Panama City Beach City Hall - City Manager
17007 Panama City Beach Pkwy,
Panama City Beach, FL 32413
Attn: Dr4ew Whitman

Re: Embassy Suites PCB – Construction Site
16006 Front Beach Road
Panama City Beach, FL 32413
Early Start Work Permit

Dear Mr. Whitman,

Killian Construction Co would like to request an allowance/permit to start our work early on the following days:

Monday, Wednesday and Friday – for Six (6) Weeks, starting at 5am.

in order to get our concrete pours completed before the traffic starts on Front Beach Road.

We would appreciate your consideration and approval on this matter.

Sincerely,

Gary Clark
Sr. Project Manager
Killian Construction Co.

cc: file

PANAMA CITY BEACH NOISE VARIANCE

**AN ORDER AUTHORIZING A NOISE VARIANCE FOR CONSTRUCTION
ACTIVITIES AT 16006 FRONT BEACH ROAD.**

WHEREAS, Killian Construction Co. ("Applicant") has requested a noise variance to facilitate early morning construction activities associated with the construction of the Embassy Suites on Front Beach Road; and

WHEREAS, the variance would enable the pouring of cement (the "Nighttime Construction Activity") during early morning and off-peak hours for vehicular traffic, which activity takes approximately 12-15 hours to conduct, and is anticipated to occur every Monday, Wednesday and Friday over a 6 week period; and

WHEREAS, section 16-90 of the City's Code of Ordinances authorizes the City Council to grant a Noise Variance for nighttime construction projects; and

WHEREAS, the Council finds that there are no single family properties in the area of the proposed construction; and

WHEREAS, the Council finds and determines that approving this variance to allow the Nighttime Construction Activity will lessen interference with and impacts to vehicular traffic on Front Beach Road that might occur if the Variance were not approved, particularly as the City enters its busy summer tourist season.

NOW THEREFORE IT IS HEREBY ORDERED that the Nighttime Construction Activity associated with the construction of the Embassy Suites may be conducted between the hours of 5am and 7am, Monday, Wednesday, and Friday, for the 6 week period beginning May 5, 2021.

The City Manager is authorized to revoke this Variance if there is a material change in any of the circumstances relied upon by the City in granting the variance.

THIS ORDER shall be effective immediately upon execution and shall terminate on June 16, 2021.

ORDERED this ____ day of _____, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

CC: City Manager
Chief of Police

ACCEPTED:

Applicant's Signature
Print Name:
Date: _____

CONSENT AGENDA
ITEM #10



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Amy Myers, Public Works

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

Approve Resolution establishing Maintenance Claim and authorizing the City Manager to enter Encroachment Agreements with adjacent landowners

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Transportation

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

A recent survey of Eagle Drive undertaken by the Holiday Golf Course has revealed that Eagle Drive is not currently located in the same location in which it was platted. As a result, Eagle Drive as it currently exists lies southerly of its original intended location on the golf course property, and there are some private encroachments which have been erected in the platted ROW area north of the paved ROW.

The Florida Statutes provide a mechanism by which title to portions of right of way which have been continuously maintained by the City for at least 7 years can be vested in the City. The Public Works Department has certified the City's maintenance of this portion of Eagle Drive for 7 years or more, and prepared a map to confirm in particular the southern limits of the City's maintenance.

In order to maintain the status quo, staff recommends approval of encroachment agreements with the northerly property owners whose private improvements are technically located in the City's platted ROW north of the pavement, but which do not interfere with the vehicular use of the Eagle Drive ROW.

[21-159.Eagle Drive.pdf](#)

[Colony Subdivision Plat.pdf](#)

[CONTINUOUS MAINTENANCE AND REPAIR LOGS.docx](#)

[Eagle Drive ROW maintenance Exhibit-11X17.pdf](#)

[ENCROACHMENT AGREEMENT.docx](#)

[EAGLE DRIVE ROW actual v platted.pdf](#)

RESOLUTION 21-159

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MAINTENANCE AND RIGHT OF WAY MAP VESTING ALL RIGHT, TITLE, EASEMENT AND APPURTENANCES IN AND TO A PORTION OF THE ROAD KNOWN AS EAGLE DRIVE; AND AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO CERTIFY AND RECORD SUCH MAP IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

WHEREAS, the plat of Colony Subdivision, Phase 1, recorded in the Official Records of Bay County Florida at Plat Book 13, Pages 19 and 20 (the "Plat"), dedicated a 60" right of way named Eagle Drive to the City of Panama City Beach; and

WHEREAS, the City has been maintaining that road on behalf of the public since its dedication in 1979; and

WHEREAS, a recent survey of adjacent lands has revealed that a portion of Eagle Drive, as paved and maintained by the City, presently lies outside of the boundaries of the platted right of way shown on the Plat; and

WHEREAS, that portion of Eagle Drive lying outside of the platted right of way has been maintained by the City for at least 7 years or more, and possibly since the road was originally constructed; and

WHEREAS, given the City's continuous maintenance of the road in its current location, and pursuant to state law, section 95.361, Florida Statutes, the City finds and determines that that portion of the road lying outside the boundaries of the platted right of way, as presently located and as continuously maintained by the City, shall be deemed to be dedicated to the public and the dedication shall vest all right, title, easement and appurtenances in and to the road to the City of Panama City Beach, by the filing and recording of a maintenance or right of way map in the public records.

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

1. The City Council hereby approves a maintenance or right-of-way map vesting all right, title, easement and appurtenances in and to the road known as Eagle Drive, as illustrated and as more particularly described in the map attached hereto as Exhibit A.
2. The City Manager and City Clerk are authorized and directed to certify the map on behalf of the City, and the City Clerk is directed to record the map in the Public Records of Bay County, Florida.

3. The City Manager is authorized to execute and deliver encroachment agreements, in substantially the form attached and presented to the Council as Exhibit B, with adjacent property owners who have made and maintained improvements on and within that certain unpaved, northern, portion of the platted right of way also shown on the map attached as Exhibit A.

THIS RESOLUTION shall be effective immediately upon passage.

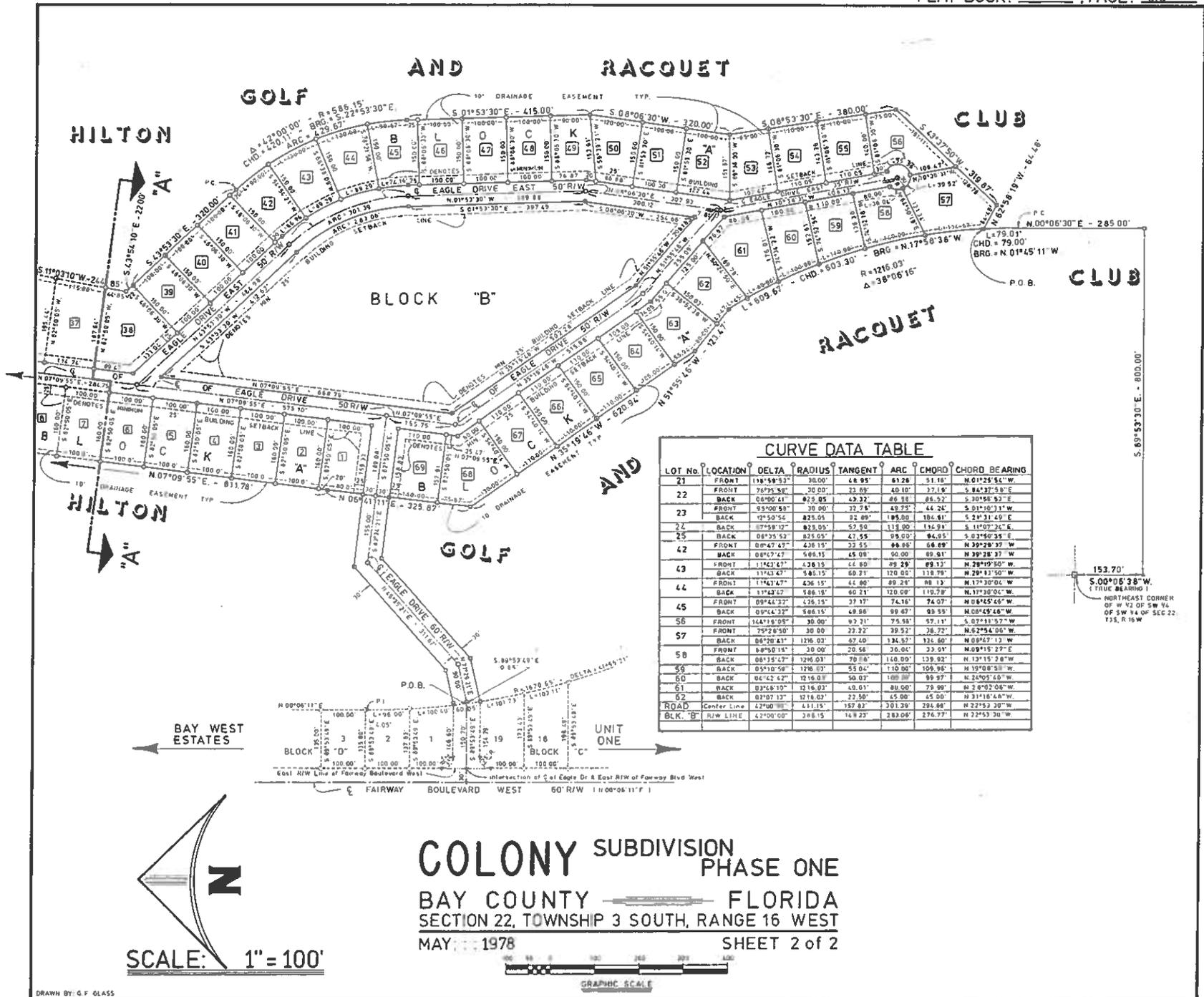
PASSED in regular session this ____ day of May, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



SCALE: 1" = 100'

COLONY SUBDIVISION PHASE ONE
 BAY COUNTY FLORIDA
 SECTION 22, TOWNSHIP 3 SOUTH, RANGE 16 WEST
 MAY 1978 SHEET 2 of 2



DRAWN BY: C.F. GLASS

CONTINUOUS MAINTENANCE AND REPAIR LOGS FOR EAGLE DRIVE

Roadway Platted: May 24, 1979 Colony Subdivision Phase One Dedicated to the City the 60' ROW for Eagle Drive as shown on the Plat by Colony Club Developers, LTD signed by Harry Huggins General Partner.

Sanitary sewer construction plans were submitted for a development called Bay West Estates by Wainwright Engineering Company Consulting Engineers 7/23/1969.

Potable Water and revised sanitary sewer construction plans were submitted for a development called Colony Subdivision – Phase 1 by David Hicks and Associates, P.C. Engineers and Surveyors 8/1978.

A lot layout for Colony Club Harbour Estates by Bay Engineering Services, Inc. was submitted 8/1984.

Mowing: Mowing of Eagle Drive rights of way is performed by the City monthly during growing season March – October since the road was constructed.

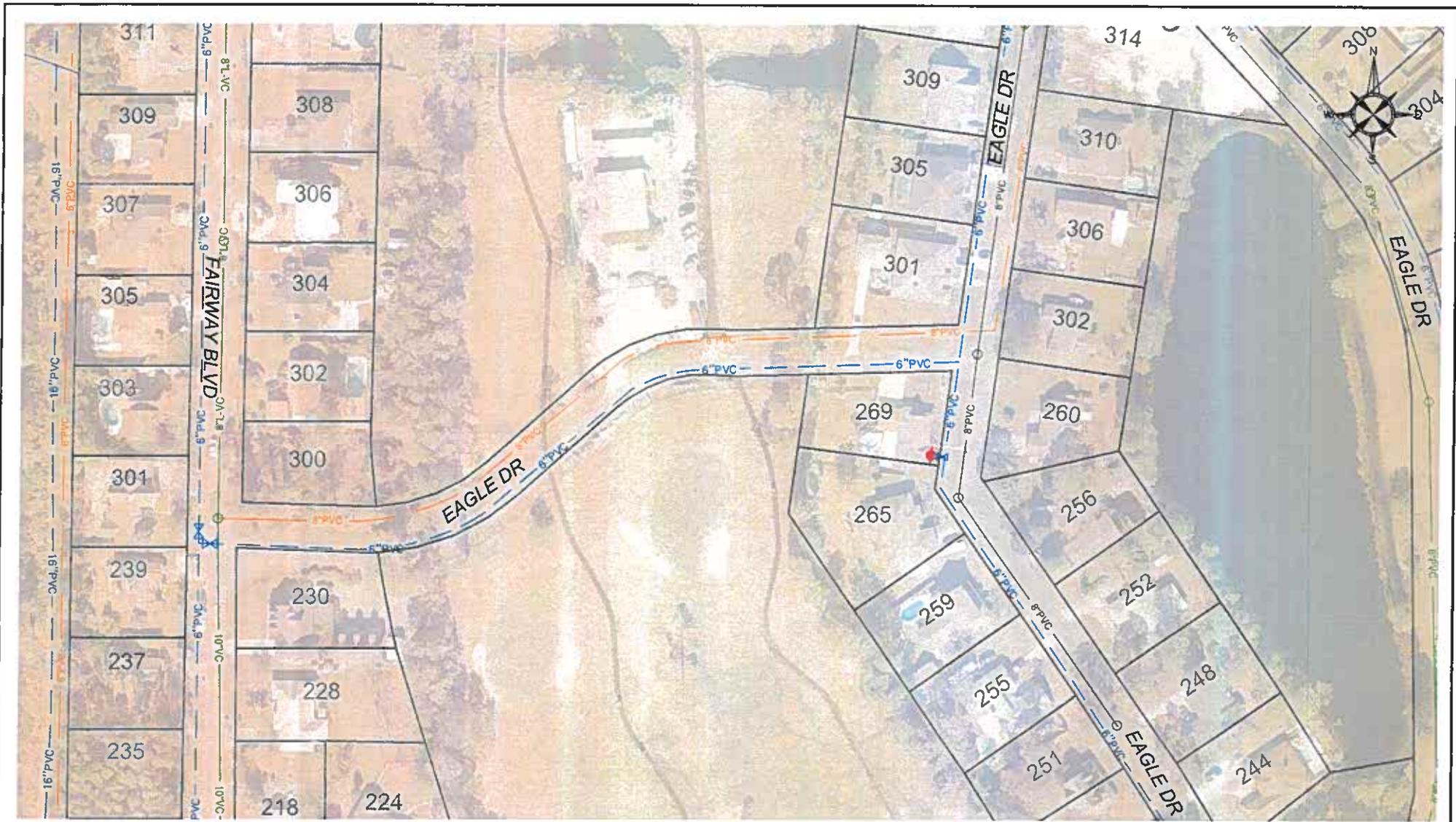
Boom Axing the ROW: Clearing brush and vegetation is performed on the rights of way at vacant lots and for trees that overhang the roadway along Eagle Drive since the road was constructed.

Re-establishing roadside swales: The City's stormwater department regrades existing swales, replaces culverts when damages. As well as has been replacing the metal pipe in drainage easement within Eagle Drive right of way.

Drainage Projects: Numerous drainage projects have been performed along Eagle Drive to help alleviate localized flooding. Inlets between 302 and 260 with an adjoining drainage pipe crossing the road along 301 to have a positive discharge to the ditch was designed 2019 and construction was completed 2020. Inlet and drainage pipe installation within a drainage easement between 264 and 258 was completed in 2018. A concrete flume was added to an inlet box near 301 in 2021. We have a new construction project under design to re-establish a drainage easement swale from 322 to 226 in 2021 and construction completed the same year. We are proceeding to acquire a drainage easement at 373 to replace a metal pipe that is collapsing.

Utilities: Water and sewer (gravity, forcemain, potable water, lift station # 15, etc.) are all owned and maintained by the City and have been since the utilities were installed.

Road Resurfacing: Eagle Drive from Fairway Boulevard to the Eagle Drive Intersection was resurfaced 3/2017. The remainder of Eagle Drive was resurfaced 4/2018.



NO.	DATE	BY

DATE:	4-19-2021
SCALE:	1"=100'
DESIGNED BY:	K.L.T.
DRAWN BY:	L.J.S.
CHECKED BY:	K.L.T.
FILE NO.:	

CITY OF
PANAMA CITY BEACH

116 SOUTH ARNOLD ROAD
 PANAMA CITY BEACH, FLORIDA 32413

**EAGLE DRIVE ROW MAINTENANCE
 EXHIBIT**

SHEET NUMBER
1 OF 1

ENCROACHMENT AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2021, between the City of Panama City Beach, Florida, a municipal corporation, whose address is 17007 Front Beach Road, Panama City Beach, FL, 32413, and [].

WITNESSETH

The City is the owner of real property commonly known as [], a []' right of way, as recorded in the official records of Bay County, Florida, in []Book [], page [], and as more particularly described in the attached Exhibit A; and

[] is the owner of real property adjoining [] on the [] side of the ROW, and more particularly described in the attached Exhibit B; and

A survey of the ROW prepared by [], dated [], has disclosed that a portion of [] as currently paved and maintained lies adjacent and south of the location indicated on the plat, and that improvements owned and operated by private parties currently exist within the [] ROW as shown on the plat; and

City grants to [adjacent lot owner] a license in the platted ROW for the existing improvements to remain situate for as long as they are used and maintained in good condition, reserving for itself always the right to access, operate, repair and maintain its public utilities in that same area. If the [adjacent lot owner's] improvements cease to be used or fall into disrepair, City reserves the right to revoke this license.

[Owner] expressly understands and agrees that its improvements encroach upon the platted ROW, and that the existing improvements may remain in the ROW so long as they are used and maintained in good condition.

The parties agree to the recording of this Agreement in the public records in and for Bay County, Florida in order to memorialize the understanding between the parties. Upon removal or relocation of Owner's improvements, the City will record a Termination of Encroachment Agreement to memorialize that change in circumstance.

IN WITNESS WHEREOF, the Parties have duly executed this agreement the day and year first above written.

CITY OF PANAMA CITY BEACH, FLORIDA

Drew Whitman, City Manager

ATTEST:

Lynne Fasone, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by Drew Whitman as City Manager of the City of Panama City Beach, Florida. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this ____ day of _____, 2021.

Notary Public
State of Florida
My commission expires _____

[OWNER]

BY:

ITS:

WITNESS:

Signature

Print Name:

Signature

Print Name:

STATE OF FLORIDA

COUNTY OF BAY

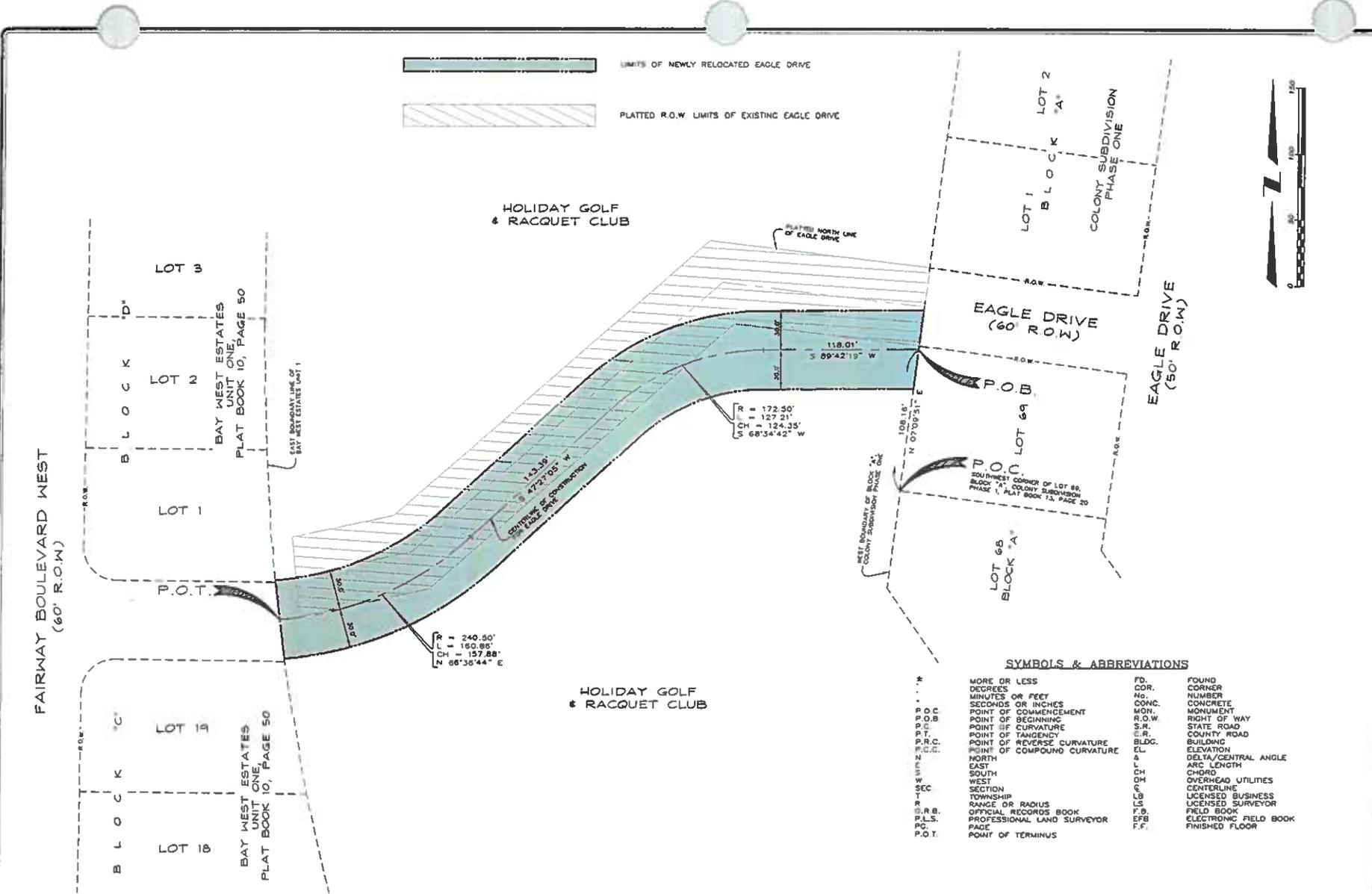
The foregoing instrument was acknowledged before me by []. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this ____ day of _____, 2021.

Notary Public

State of Florida

My commission expires _____



DESCRIPTION:
 RELOCATED EAGLE DRIVE:
 EAGLE DRIVE A 60 FT. RIGHT OF WAY, BEING 30 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
 COMMENCE AT THE SOUTHWEST CORNER OF LOT 69, BLOCK A, COLONY SUBDIVISION PHASE ONE, AS PER PLAT RECORDED IN PLAT BOOK 13, PAGES 19 AND 20 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTH 07°09'51" EAST, ALONG THE WEST BOUNDARY OF SAID BLOCK A, FOR A DISTANCE OF 108.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°42'19" WEST, FOR A DISTANCE OF 118.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 172.50 FEET; THENCE WESTERLY, ALONG SAID CURVE FOR AN ARC DISTANCE OF 127.21 FEET, SAID ARC HAVING A CHORD OF 124.35 FEET BEARING SOUTH 88°34'42" WEST TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 47°27'05" WEST, FOR A DISTANCE OF 143.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 240.50 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE FOR AN ARC DISTANCE OF 160.97 FEET, SAID ARC HAVING A CHORD OF 157.88 FEET BEARING SOUTH 66°37'32" WEST TO THE EAST BOUNDARY OF BAY WEST ESTATES UNIT ONE, AS PER PLAT RECORDED IN PLAT BOOK 10, PAGE 50 OF SAID PUBLIC RECORDS AND THE POINT OF TERMINUS, SAID LANDS LYING IN AND BEING A PORTION OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 16, WEST, BAY COUNTY, FLORIDA.

A PORTION OF EAGLE DRIVE TO BE VACATED:
 THAT PORTION OF EAGLE DRIVE (HAVING A 60 FT. RIGHT OF WAY) LYING WEST OF COLONY SUBDIVISION PHASE ONE, AS PER PLAT RECORDED IN PLAT BOOK 13, PAGES 19 AND 20 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AND EAST OF BAY WEST ESTATES UNIT ONE, AS PER PLAT RECORDED IN PLAT BOOK 10, PAGE 50 OF SAID PUBLIC RECORDS, SAID RIGHT OF WAY LYING IN AND BEING A PORTION OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 16, WEST, BAY COUNTY, FLORIDA.

SYMBOLS & ABBREVIATIONS

°	DEGREES	FD.	FOUND CORNER
'	MINUTES OR FEET	No.	NUMBER
"	SECONDS OR INCHES	CONC.	CONCRETE
P.O.C.	POINT OF COMMENCEMENT	MON.	MONUMENT
P.O.B.	POINT OF BEGINNING	R.O.W.	RIGHT OF WAY
P.C.	POINT OF CURVATURE	S.T.R.	STATE ROAD
P.T.	POINT OF TANGENCY	C.R.	COUNTY ROAD
P.R.C.	POINT OF REVERSE CURVATURE	BLDG.	BUILDING
P.C.C.	POINT OF COMPOUND CURVATURE	EL.	ELEVATION
N	NORTH	Δ	DELTA/CENTRAL ANGLE
E	EAST	L	ARC LENGTH
S	SOUTH	CH	CHORD
W	WEST	OH	OVERHEAD UTILITIES
SEC	SECTION	C	CENTERLINE
T	TOWNSHIP	LB	LICENSED BUSINESS
R	RANGE OR RADIUS	LS	LICENSED SURVEYOR
O.R.B.	OFFICIAL RECORDS BOOK	F.B.	FIELD BOOK
P.L.S.	PROFESSIONAL LAND SURVEYOR	EFB	ELECTRONIC FIELD BOOK
P.G.	PAGE	F.F.	FINISHED FLOOR
P.O.T.	POINT OF TERMINUS		

THIS SKETCH IS FOR DESCRIPTIVE PURPOSES ONLY AND WAS THE RESULT OF AN ACTUAL FIELD SURVEY BUT IS NOT A BOUNDARY SURVEY.

CERTIFICATE
 I HEREBY CERTIFY THE SKETCH HEREON TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THE DATE SKETCHED.

12-3-20
 DATE OF SKETCH
 SKIPPER C. RUTHERFORD, P.L.S.
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA LICENSE No. LS 3981

**SKETCH OF LEGAL DESCRIPTION
 PORTION OF EAGLE DRIVE THRU HOLIDAY GOLF & RACQUET CLUB
 SECTION 22, T3S, R16W - PANAMA CITY BEACH, BAY COUNTY - FLORIDA**

SCR & ASSOCIATES RWFL, INC.
 3445 HWY 309, PANAMA CITY, FLORIDA 32409
 Phone (850) 265-5979 - Fax (850) 265-9942
 www.SCR.us.com - 4crt.SCR.us.com
 LICENSE No. LD 7759

Associates
 ENGINEERING - SURVEYING

JOB No.
 11879
 FILE No.
 R18248

REGULAR AGENDA

ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Cindy Kittler, Utilities

2. MEETING DATE:
May 13, 2021

3. REQUESTED MOTION/ACTION:

Hold public hearing and second reading of the Ordinance. Staff recommends approval.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Economic Development

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

Prior to 2018 impact fee increases had not been increased in excess of 18 years. At the time of the 2018 impact fee analysis, anticipated major capital projects needed for future growth were conceptually known but outside the timeframe of the study. Since this time, the need and timing for additional water storage and transmission improvements and the second wastewater treatment facility are now better defined. In preparation for these needs, the City engaged our rate consultant Raftelis (formerly Public Resource Management Group) to review our current impact fees and provide recommendations regarding adjustments if required. These findings recommending impact fees be increased were presented to the Council during the March 25, 2021 council meeting. The water storages are the primary drivers of the need for increasing the impact fees. If approved, water impact fees per equivalent residential connection (ERC) will increase \$170 from \$557 to \$727. The County's wholesale impact fee of \$650.50 will also be added per ERC. Similarly, wastewater impact fees would increase \$1,639 from \$2,989 to \$4,628. The Council approved 1st reading of the ordinance on April 8, 2021. Notice of second reading and public hearing was properly noticed on April 30, 2021. There is a 90 day grace period required by law for new impact fees. If approved the impact fees would be effective on August 12, 2021.

[Ordinance 1548.Water Sewer Impact Fees.pdf](#)
[W&WW Impact Fee Report & Tables \(Final\).pdf](#)

ORDINANCE NO. 1548

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATING TO UTILITIES; INCREASING WATER AND SEWER IMPACT FEES ON LAND DEVELOPMENT IN THE CITY OF PANAMA CITY BEACH FOR THE PROVISION OF WATER AND WASTEWATER CAPITAL FACILITIES NECESSITATED BY NEW DEVELOPMENT; PROVIDING FOR SEVERABILITY; REPEALING ORDINANCES IN CONFLICT; AUTHORIZING CODIFICATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida constitution and section 166.021, Florida statutes, grant the City of Panama City Beach broad home rule powers necessary to carry on municipal government; and

WHEREAS, section 163.3202(3), Florida Statutes, encourages the use of innovative land development regulations which include the use of impact fees to implement the goals, objectives and policies of a City's comprehensive plan; and

WHEREAS, in 2020, the City commissioned Raftelis Financial Consultants, Inc. to update the water and sewer impact fee study based on updates to the City's Capital Improvements Plan for Utilities; and

WHEREAS, the City has received a Water and Wastewater Utility Impact Fee Study (the "Impact Fee Study"), and a presentation on same at a public meeting on March 25, 2021; and

WHEREAS, the Panama City Beach City Council has accepted the rationale, analysis, findings, and all other aspects of the Impact Fee Study, and hereby incorporates the study in this ordinance as if set forth in full.

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

23-23 of the Code of Ordinances of the City of Panama City Beach, related to Utility Impact Fees, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 23-23. - Determination of Impact Fees.

(a) The impact fee shall be calculated by first determining the fixture value for each plumbing fixture to be connected, according to the table set forth in [Section 23-24](#), and then by dividing the sum of all such fixture values by a constant of sixty (60) for a water connection and by a constant of thirty-six (36) for a sewer connection. The resulting quotient shall then be multiplied by the impact fee hereinafter fixed for one (1) equivalent residential water or sewer connection, as appropriate, to determine the amount of the impact fee due.

(b) The impact fee for one equivalent residential water or sewer connection shall be **Seven Hundred Twenty Seven Dollars (\$727.00)** ~~Five Hundred Fifty Seven Dollars (\$557.00)~~ for a water connection and **Four Thousand, Six Hundred Twenty Eight Dollars (\$4,628.00)** ~~Two Thousand Nine Hundred Eighty Nine Dollars (\$2,989.00)~~ for a sewer connection. In addition thereto, a surcharge of twenty-five (25) percent shall be charged for each connection outside the boundaries of the City.

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

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

SECTION 4. This Ordinance shall take effect ninety (90) days after its passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2021.

MAYOR

ATTEST:

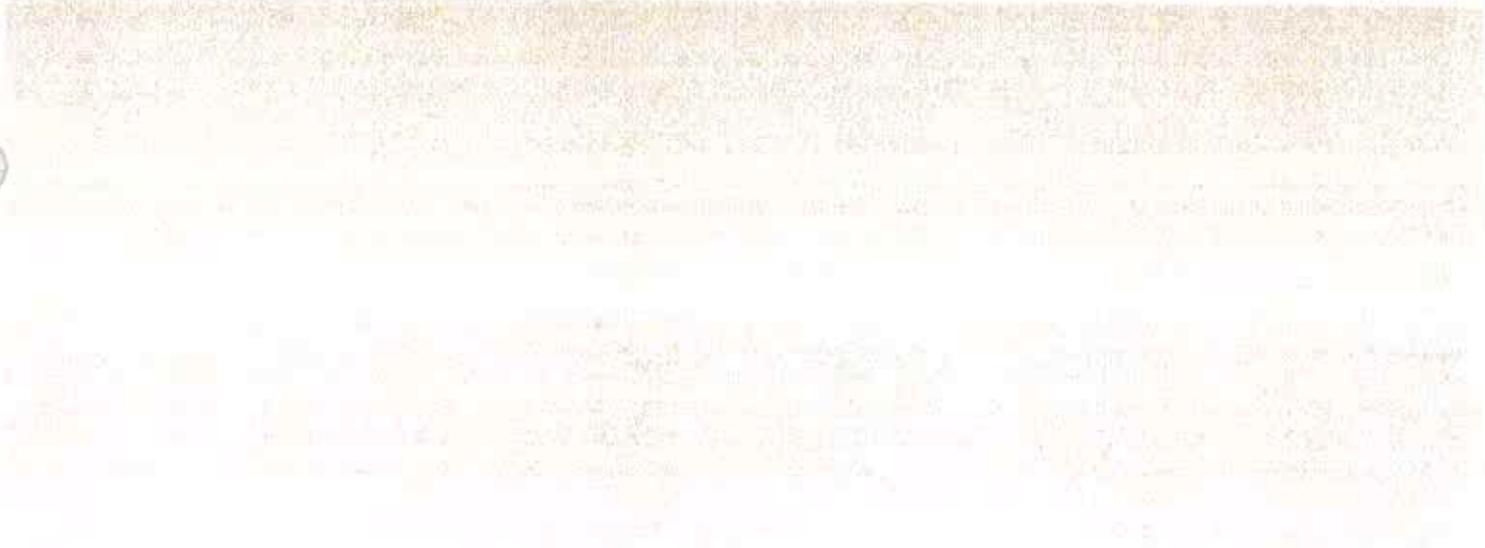
CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2021.

MAYOR

Published in the News Herald on the 30th day of April, 2021.

Posted on pcbgov.com on the ____ day of _____, 2021.



CITY OF
PANAMA CITY BEACH

Water and Wastewater Utility Impact Fee Study

Final Report / April 5, 2021





April 5, 2021

Mark Shaeffer, P.E.
Utilities Director
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, FL 32413

Subject: **Water and Wastewater Utility Impact Fee Study**

Dear Mr. Shaeffer:

We have completed our study of the water and wastewater utility impact fees (the "Impact Fees") for the City of Panama City Beach (the "City") and have summarized the results of our analysis, assumptions, and conclusions in this report, which is submitted for your consideration. This report summarizes the basis for the proposed water and wastewater utility impact fees which provide funds to help meet the City's growth-related capital expenditure requirements.

During the course of the study, it was determined that the proposed Impact Fees should meet a number of goals and objectives. These goals and objectives dealt primarily with fee sufficiency and level. Specifically, the major objectives considered in this study included:

- The Impact Fees should be sufficient to fund the projected capital requirements associated with providing service to new growth and development;
- The Impact Fees should not be used to fund any capital deficiencies associated with providing services to existing customers;
- The Impact Fees should be based upon reasonable level of service standards that meet the needs of the City, do not create an unfair burden relative to capital needs, and are similar to industry standards; and
- The Impact Fees should be in compliance with Florida Statutes and Case Law on impact fees.

The proposed Impact Fees presented in this report are designed to meet the above objectives. As such, based on information provided by the City and the assumptions and considerations outlined in this report, Raftelis Financial Consultants, Inc. considers the proposed fees to be cost-based, reasonable, and representative of the capital funding requirements of the City.

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Mr. Mark Shaeffer
City of Panama City Beach
April 5, 2021
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We appreciate the cooperation and assistance given to us by the City and its staff in the completion of the study.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Henry L. Thomas
Vice President



Shawn Ocasio
Manager

HLT/dlc
Attachments

CITY OF PANAMA CITY BEACH, FLORIDA
WATER AND WASTEWATER UTILITY IMPACT FEE STUDY

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CITY OF PANAMA CITY BEACH, FLORIDA
WATER AND WASTEWATER UTILITY IMPACT FEE STUDY

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EXECUTIVE SUMMARY AND RECOMMENDATIONS

EXECUTIVE SUMMARY

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new customers responsible for such costs. Similar to most municipalities in Florida, the City of Panama City Beach (the “City”) has recognized this capital funding strategy as being an appropriate method of funding growth related capital requirements of the Water and Wastewater Utility Systems (hereafter referred to individually as the “Water System” and “Wastewater System” or collectively as the “System”).

This report addresses the impact fees associated with water and wastewater utility service (the “Impact Fees”). The City retained Raftelis Financial Consultants, Inc. (“Raftelis”) to review its existing Impact Fees and recommend changes as necessary.

The following is a summary of the major assumptions, considerations and conclusions developed during the preparation of the study:

1. For purposes of this report the term “Fiscal Year” is defined as the 365-day period beginning October 1 of a specific year and ending September 30 of the subsequent calendar year (e.g., October 1, 2019 to September 30, 2020 is Fiscal Year 2020).
2. The current method of impact fee application for its water and wastewater utility impact fees is based on the total fixture value of a property (which is based on a count of the number of water fixtures in a property and their respective weighting factors as set and adopted by the City) divided by a fixture value constant. This constant is considered to be valued at one Equivalent Residential Connection (“ERC”) and is set at sixty (60) for water and thirty-six (36) for wastewater. The fee per ERC is then applied to the resulting fixture value of a property. The utilization of these units for the application of such fees is common and is used by many public agencies across the state and it is recommended that the city continue to apply Impact fees based on this method.
3. As of September 30, 2020, the City currently has approximately \$171.5 million invested in water and wastewater system related infrastructure and supporting equipment. The City also has \$197.0 million in renewal and replacements, upgrades and other capital projects planned over the next 5 years.
4. The City currently does not produce its own water. To provide water service the City maintains a wholesale arrangement with Bay County for water service. This arrangement has a provision for adjusting the City’s reserved capacity as time progresses. The City owns and operates the water transmission and distribution system that delivers the purchased water to its customers.
5. The City owns and operates its own wastewater treatment plant and transmission and collection system. The wastewater plant is designed to treat 14.0 million gallons per day of flow and permitted to treat 10.0 million gallons per day of flow on an average daily flow basis. Based on information provided by the City, the wastewater treatment facilities are currently approximately 72% utilized leaving 28% available for new growth.

6. Based on the costs of the existing water and wastewater system infrastructure, the projected expansion-related capital costs anticipated by the City, and a review of the remaining water and wastewater capacity available in the System to serve new growth a fee per equivalent residential connection (“ERC”) was developed. The proposed impact fees are shown below:

Impact Fees (per ERC)			
	Existing	Proposed	Increase/(Decrease)
Water Utility Services [*]	\$557.00	\$727.00	\$170.00
Wastewater Utility Services	2,989.00	4,628.00	1,639.00
Total	\$3,546.00	\$5,355.00	\$1,809.00

[*] Since the City buys its water and does not produce its own water, it has a capacity agreement with Bay County. Based on the capacity agreement the City charges a water treatment impact fee of \$650.50 per ERC that is paid to Bay County. This fee is charged in addition to the City’s transmission and distribution impact fee.

CONCLUSIONS AND RECOMMENDATIONS

Based on our assumptions, considerations, and analyses as summarized herein and Florida statutes regarding Impact Fees, Raftelis offers the following findings, conclusions and recommendations for consideration by the City Council:

- The City should consider adopting the proposed water and wastewater utility impact fees as shown above and discussed later in this report.
- The City should review the water and wastewater utility impact fees periodically (every three to five years) to account for recent development trends, changes in capital needs, and cost allocations.
- The City should maintain separate accounting for the collection and usage of the Impact Fees by fee type.
- The City should collect impact fees only once the building permit is issued and not beforehand.
- The City should set an effective date for collection of the new Impact Fees ninety (90) days from the date of adoption. This is to allow for a “grace period” for possible in-progress development and is required by the Florida Statutes.

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SECTION 1 – INTRODUCTION

GENERAL

The City of Panama City Beach is located in the western portion Bay County along the coast of the Gulf of Mexico. Based on information obtained from the University of Florida's Housing Data Clearinghouse, the permanent population of the City for 2020 is estimated to be 14,331 residents, and the City's population in 2040 is expected to be approximately 22,842 permanent residents. The City currently provides water services to approximately 26,000 accounts and wastewater service to approximately 16,500 accounts. In order to provide funding of anticipated capital needs, the City authorized Raftelis to review the water and wastewater utility impact fees in order to meet the funding goals and objectives of the City.

AUTHORIZATION

Raftelis was authorized by the City to review and recommend revisions to the water and wastewater utility services impact fees pursuant to a letter of agreement between the City and Raftelis. The scope of work for this project, as defined in the letter of agreement, was to:

1. Analyze the capital requirements of the City, which are needed to meet the Level of Service ("LOS") standards of the City. This analysis included a review of: i) the existing and future facility and equipment needs as defined by the multi-year capital improvement plan ("CIP") for each utility function; and ii) the currently utilized and remaining capacities of the water and wastewater system facilities.
2. Develop and recommend appropriate fee levels to be charged to new development in order to recover the capital costs associated with providing utility service. This analysis includes the apportionment of costs and the development of the fee per equivalent billing unit.
3. Develop a comparison of the impact fees and associated billing attributes of similar charges imposed by other jurisdictions.
4. Prepare a report that documents our analyses, assumptions, and conclusions for consideration by the City.

CRITERIA FOR IMPACT FEES

The purpose of impact fees is to assign, to the extent practical, growth-related capital costs to those new customers or development responsible for such additional costs. To the extent new population growth and associated development imposes identifiable capacity-related capital costs to water and wastewater utility services, modern capital funding practices include the assignment of such costs to those new residents and commercial entities responsible for those costs rather than the existing population base. Generally, this practice has been labeled as "growth paying its own way" to avoid overburdening existing users with the cost of expansion.

Florida Statutes authorize the use of impact fees. Section 163.31801 of the Florida Statutes was created on June 14, 2006 and is referred to as the "Florida Impact Fee Act". The Florida Impact Fee Act has since been updated in 2009, 2011, and 2019. Within this section, the Legislature finds that impact fees are an important source of revenue for local government to use in funding the infrastructure necessitated by new growth. Section 163.31801 of the Florida Statutes further provides that an impact fee adopted by ordinance of a county or municipality or by resolution of a special district must, at a minimum:

1. Require that the calculation of the impact fee be based on the most recent and localized data;
2. Provide for accounting and reporting of impact fee revenues and expenditures in a separate accounting fund;
3. Collection of the impact fee cannot occur before the issuance of a building permit;
4. Limit administrative charges for the collection of impact fees to actual costs; and
5. Require that notice be provided no less than ninety (90) days before the effective date of an ordinance or resolution imposing a new or amended impact fee.

Additionally, the Florida Impact Fee Act requires that audits of financial statements of local governmental entities and district school boards that are performed by a certified public accountant pursuant to F.S. 218.39 and submitted to the Audited General must include an affidavit signed by the chief financial officer of the local governmental entity or district school board stating that the local governmental entity or district school board has complied with this section.

The Florida Impact Fee Act is further reinforced through existing Florida case law and the Municipal Home Rule Powers Act that grants Florida municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, as limited by legislation or as prohibited by state constitution or general law. Florida courts have ruled that the Municipal Home Rule Powers Act grants the requisite power and authority to establish valid impact fees. The authority for Florida governments to implement valid system impact fees is further granted in the Florida Growth Management Act of 1985^[1].

The initial precedent for impact fees in Florida was set in the Florida Supreme Court decision, *Contractors and Builders Association of Pinellas Authority v. The City of Dunedin, Florida*. In this case, the Court's ruling found that an equitable cost recovery mechanism, such as impact fees, could be levied for a specific purpose by a Florida municipality. An impact fee should not be considered as a special assessment or an additional tax. A special assessment is predicated upon an estimated increase in property value as a result of an improvement being constructed in the vicinity of the property. Further, the assessment must be directly and reasonably related to the benefit that the property receives. Conversely, impact fees are not related to the value of the improvement to the property, but rather to the property's use of the public facility.

Until property is put to use and developed, there is no burden upon servicing facilities and the land use may be entirely unrelated to the value or assessment basis of the underlying land. Impact fees are distinguishable from taxes primarily in the direct relationship between amount charged and the measurable quantity of public facilities required to provide service. In the case of taxation, there is no requirement that the payment be in proportion to the quantity of public services consumed since tax revenue can be expended for any legitimate public purpose.

[1] The Act allows for impact fees under land use regulation by stating:

"This section shall be construed to encourage the use of innovative land development regulations, which include provisions such as the transfer of development rights, incentive and inclusionary zoning, planned unit development, impact fees, and performance zoning."—Florida Statutes, Sec. 163.3202(3).

Based on Section 163.31801 of the Florida Statutes and existing Florida case law, certain conditions are required to develop a valid impact fee. Generally, it is our understanding that these conditions involve the following issues:

1. The impact fee must meet the “dual rational nexus” test. First, impact fees are valid when a reasonable impact or rationale exists between the anticipated need for additional capital facilities and the growth in population. Second, impact fees are valid when a reasonable association, or rational nexus, exists between the expenditure of the impact fee proceeds and the benefits accruing to the growth from those proceeds. Thus, the “dual rational nexus” test requires that impact fees should be based on the cost of projects necessitated by growth, and when collected, these fees should be spent on those same growth-related projects that were identified as the basis for the fees.
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users.
3. The impact fee should only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for capital expansions or other additional capital requirements that are required solely due to growth. Therefore, expenses due to rehabilitation or replacement of a facility serving existing customers (e.g., replacement of a capital asset) or an increase in the level of service should be borne by all users of the facility (i.e., existing and future users). Likewise, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility.
4. The City should maintain an impact fee resolution that explicitly restricts the use of impact fees collected. Therefore, impact fee revenue should be set aside in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described above.
5. The City shall provide advanced notice of not less than ninety (90) days before the effective date of a resolution amending the existing impact fees.

Based on the criteria above, the impact fees developed in subsequent sections herein: i) include only the cost of capital facilities necessary to serve growth; ii) do not reflect renewal and replacement of any existing capital assets currently serving existing users; and iii) do not include any costs of operation and maintenance.

IMPACT FEE METHODOLOGY

There are several different methods generally recognized for the calculation of impact fees. The calculation is dependent on the type of fee being calculated (e.g., water, police services, transportation, etc.), cost and engineering data available, and the availability of other local data such as household and population projections, current levels of service, and other related items. The proposed impact fees reflected in this report generally considered the blending of two methods. These two methods are: i) the improvements-driven method; ii) and the “buy-in” method. These two methods have been utilized in the development of impact fees for local governments in Florida.

The improvements-driven method is an approach that utilizes a specific list of planned capital improvements over a period of time. For example, the fee may correspond to the level of capital improvements that have been identified in the capital improvements element of the Comprehensive Land Use Plan or capital improvement budget of the local government. The buy-in approach recognizes the existing historical investment in the currently-in-service capital facilities that have capacity available to serve new customers. The primary difference between the three methodologies is how the capital costs, which must be recovered from the application of the fee, are calculated.

The development of the impact fees in this report was primarily based on a hybrid or blending of these the improvements-driven and system buy-in methods. This hybrid methodology recognizes the cost of existing available and unused capacity available from existing facilities, which are currently in service and available to meet near-term growth requirements, along with incremental costs for new facilities to derive a blended cost allocable to new growth over the next several years.

The following section of this report, Section 2, will address the development and design of the water and wastewater utility service impact fees. It will include a discussion on level of service requirements, capital costs, and the design of the fees themselves.

ACKNOWLEDGMENTS

This report was prepared with the valuable cooperation and assistance of the staff of the City of Panama City Beach.

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SECTION 2 – WATER AND WASTEWATER UTILITY IMPACT FEES

GENERAL

This section provides a discussion of the development and design of the impact fee for water and wastewater services, (the “Impact Fees”). Included in this section is a discussion of the level of service requirements, capital costs, included as the basis for the determination of the fee, and the design of the fee to be applied to new growth within the City.

WATER SYSTEM OVERVIEW

The City’s water system (“Water System”) includes finished water storage, transmission mains and finished water distribution facilities. The City currently purchases all of its potable water from Bay County through a wholesale water supply contract. The system has pumping and storage stations capable of storing approximately 25.0 million gallons of finished water to meet peak demands and hedge against supply disruptions or fire events.

WASTEWATER SYSTEM OVERVIEW

The City’s wastewater system (“Wastewater System”) includes wastewater treatment, transmission, and collection facilities. These treatment facilities are capable of treating 14.0 million gallons per day (“MGD”) maximum average daily flow (“MADF”). The transmission and collection system is comprised of gravity and force mains along with lift stations and other supporting infrastructure.

LEVEL OF SERVICE REQUIREMENTS

In the evaluation of the capital facility needs for providing water and wastewater utility services, Level of Service (“LOS”) standards must be established. Pursuant to Section 163.3164 of the Florida Statutes, the level of service means an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity demand per unit for each public facility. The level of service standards are established in order to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits, pursuant to F.S. Section 163.3202(2)(g). As further stated in the statutes, each local government shall establish a LOS standard for each public facility located within the boundary for which such local government has authority to issue development orders or permits.

For water and wastewater service, the level of service that is commonly used in the industry is the amount of capacity (service) allocable to an equivalent residential connection (ERC) expressed as the amount of capacity (gallons) allocated on an average daily basis. The level of service generally represents the amount of capacity allocable to an ERC, whether or not such capacity is actually used (commonly referred to as the “readiness-to-serve”). As previously discussed, an ERC is representative of the average capacity required to service a typical individually-metered single-family residential connection. This class of users represents the largest number of customers served by the Water and Wastewater Systems and generally the lowest level of usage requirements for a specifically metered account. The current method of impact fee application for its water and wastewater utility impact fees is based on the total fixture value of a property (which is based on a count of the number of water fixtures in a property and their respective weighting factors as set and adopted by the City) divided by a fixture value constant. This constant is considered to be valued at one Equivalent Residential Connection (“ERC”) and is set at sixty (60) for water and thirty-six (36) for

wastewater. The fee per ERC is then applied to the resulting fixture value of a property. The following table summarizes the Water and Wastewater System's LOS levels:

Existing Levels of Service for Residential Customers	
Existing Service Levels:	
1 Water ERC =	350 gpd (ADF)
1 Wastewater ERC =	280 gpd (ADF)
gpd = gallons per day ADF = Average Daily Flow	

These LOS standards are consistent with the capacity planning and Florida Department of Environmental Protection ("FDEP") permitting requirements for the City and are also generally comparable with those utilized by other utilities throughout the state of Florida.

EXISTING PLANT-IN-SERVICE

In the determination of the Impact Fees associated with the servicing of future customers, any excess capacity of the existing utility system available to serve such growth was considered. Since this capacity is available to serve the near-term customer growth of the System, it is appropriate to evaluate the cost and capacity availability of such facilities. In order to evaluate the availability of the existing utility plant-in-service to meet future capacity needs, it was necessary to functionalize the plant by specific plant requirement. The functionalization of the existing plant is necessary to: i) identify those assets that should be included in the determination of the capital facilities fees; and ii) match existing plant type to the capital improvements to meet future service needs.

The functional cost categories are based on the purpose of the assets and the utility function that such assets serve. The following is a general summary of the functional cost categories for the utility plant-in-service identified in this report.

Functional Plant Categories		
Water Service [*]	Wastewater Service [*]	Other Plant
Transmission / Storage	Treatment / Disposal / Reclaimed Treatment	General Plant
Distribution / Hydrants / Meters	Transmission / Master Lift Stations	Indirect
Reclaimed Water Conveyance	Collection / Local Lift Stations	Other

[*] Amounts shown would not include any assets that were contributed by a developer (primarily water distribution and wastewater collection lines) or grant funded.

It is necessary to categorize the utility plant assets into functional cost categories so that a proper fee can be developed. Generally, the costs of on-site facilities that serve a specific development or customer such as water distribution and wastewater collection lines, meters and services, and fire hydrants are usually: i) donated by a developer (a contribution of the plant); ii) recovered from the individual properties through an assessment program based on those properties that receive special benefit from such facilities or from the application of a main line extension fee to recover the specific cost of such facilities; or iii) funded from the customer directly (e.g., by a "front-foot" charge where the on-site lines were initially financed by the utility and then paid by the customer or an installation charge to recover the cost of a new service line and/or the meter) and the cost of such on-site facilities are not included in

Impact Fees Water and wastewater Impact Fees are typically based on the cost of facilities that serve the entire utility system such bulk transmission lines and treatment plants.

The City provided Raftelis with a fixed asset register report identifying the fixed assets in service by function as of September 30, 2020 for the System. The summary of the functionalization of the existing utility plant is included in Table 1 at the end of this section. This functionalization of the existing utility plant-in-service represents the original cost of such assets (gross book value) and was based on the reported in-service values as of September 30, 2020 (the most recent Fixed Asset records available at the time of the study). The following is a summary of the functionalization of the System’s existing utility plant-in-service as shown in Table 1:

Water System and Wastewater System Fixed Assets				
Function	Water System [1]		Wastewater System [1]	
	Amount	Percent	Amount	Percent
Supply/Treatment Plant [2]	\$0	0.0%	\$52,523,041	40.6%
Land, Buildings, and Facilities	17,805,520	40.5%	0	0.0%
Lift Stations	0	0.0%	16,186,928	12.5%
Transmission Lines	9,411,446	21.4%	23,415,626	18.0%
Distribution/Collection Lines	12,290,954	28.0%	25,603,653	19.8%
Miscellaneous Departmental Capital	4,464,008	10.1%	11,804,854	9.1%
Totals	\$43,971,928	100.00%	\$129,534,102	100.00%

[1] Amounts as provided by City staff and found on Table 1.

[2] There are no water system supply and treatment assets shown as City does not produce its own water but rather purchases water through a wholesale agreement with Bay County.

ADDITIONAL CAPITAL INVESTMENT

The City’s Water and Wastewater System Capital Improvement Program (“CIP”) for the Fiscal Years 2020 through 2026, as prepared and estimated by the utility staff outlines the best estimate of future capital improvements for the System. It should be noted that while the asset listing provided by the City was as of 9/30/2020 there were no asset entries for Fiscal Year 2020 which is why the 2020 through 2026 CIP was used. These capital projects include: i) upgrades and expansion of existing assets to accommodate both new and existing customers; and ii) replacements of existing assets or projects that generally are deemed to benefit current users of the System (e.g., existing plant renewal and replacement, reliability projects).

As shown on Table 2 at the end of this section, The CIP totals approximately \$54.7 million in capital projects to be completed over the seven-year period for the Water System and \$142.2 million in capital projects for the Wastewater System totaling \$196.9 million for the combined System. It should be noted that the Wastewater System’s CIP includes a \$51.1 million capacity expansion of 4.0 MGD MADF along with significant additional investment in transmission system expansions and upgrades as well.

Based on our understanding of the fair share apportionment rule as identified by case law, only production / treatment and major backbone transmission costs were recognized in the water and wastewater impact fee calculations. General transmission and distribution / collection project costs were not recognized because they: i) generally are not System-wide costs (i.e., distribution / collection project costs tend to benefit specific customer locale); ii) in many instances, are funded by a specific charge applied to a customer (e.g., water meter installation fee); and iii) are often contributed as part of the development process (e.g., it would not be fair for a developer who

has contributed the distribution / collection assets to pay an impact fee which includes recovery of distribution / collection projects).

A summary of all the adjustments that were made in order to arrive at the treatment and major transmission costs recognized for the calculation of impact fees are shown as follows:

Derivation of Treatment and Major Transmission Capital Costs Recognized in Impact Fee Study [1]		
	Water System	Wastewater System
Projects in Utility's Seven-Year CIP	\$54,759,041	\$142,191,015
Adj. to Remove Distribution / Collection and R&R Related Projects	(43,931,541)	(72,167,526)
Total Treatment and Major Transmission Capital Costs Recognized in Impact Fees	\$10,827,500	\$70,023,489

[1] Amounts shown derived from Table 2.

DESIGN OF WATER SYSTEM IMPACT FEE

As shown on Table 4 at the end of this report, the calculated impact fee for the transmission component of the Water System is \$727.00 per ERC. This represents an increase in the fee of \$170 or 30.5% above the current fee of \$557.00 per ERC. The reason for this increase is that now the system has a higher cost per unit of system capacity than the fee currently in place due to increased capital needs associated with the CIP.

In the development of the proposed Water System Impact Fee, several assumptions were utilized or incorporated. The major assumptions utilized in the design of the calculated Water System Impact Fee are:

1. The existing assets of the Water System as provided by the City were reviewed and categorized by function in order to identify those assets that should be included in the determination of the impact fee. The major categories were: i) Land, Buildings, and Facilities; ii) Transmission Lines; iii) Distribution Lines; and iv) Miscellaneous Departmental Capital. For the assets identified as Land, Buildings, & Facilities and Transmission Lines, which benefit both existing and future users, the total cost of such assets have been recognized in the analysis.
2. The Water System capital improvement program as prepared by staff for the Fiscal Years 2020 through 2026 was reviewed and the capital costs were apportioned: i) by functional category; and ii) to existing and future users in the determination of the Water System Impact Fee. Those facilities that were considered to be allocable to growth were included in the fee determination at full cost (i.e., 100% of the total cost). For capital expenditures that were solely for the replacement of existing assets, which would directly benefit existing customers or were considered as an on-site cost (provide service to a local area such as a development, which would normally be constructed and subsequently contributed to the Water System by a developer), such amounts were not reflected as an appropriate cost to be recovered from the application of the Water System Impact Fee. The CIP capital costs recognized in the Water System impact fee analysis are shown on Table 2 at the end of this report.
3. For the capital improvements identified as major transmission system upgrades, which would benefit both existing and future users, the total cost of such improvements has been recognized in the analysis. These costs were allocated to existing and future customers based on the nature and purpose of the project as

described to us by the City. No capital projects are allocated to a water treatment function as the City purchases its finished water from Bay County.

4. No capital facility expansion costs associated with existing distribution facilities, including meters, hydrants, on-site distribution facilities, and services, have been included in the calculation of the Water System Impact Fee since developers typically contribute such facilities or the City has adopted a separate fee (e.g., water meter installation fee) to recover the cost of such capital additions.
5. Because: i) the Water System is operated as an enterprise fund; ii) all financial resources received by the utility stay within the fund for the benefit of such system; iii) the costs reflected in the fee are at original cost and not adjusted for any fair market value to reflect current cost conditions; iv) there is no interest-expense carry in the impact fee associated with the financing of the capital investment to serve new development and v) there are no other revenues received by the Water System from new development for the capital costs / utility plant reflected in the impact fee (e.g., ad valorem taxes on the property), no credit for the future payment of debt service allocable to the properties has been recognized. All impact fee funds remain in the system and the long-term capital financing costs for infrastructure construed and available to serve new growth are mitigated by using the impact fees for ongoing expansion-related capital project financing or for the direct payment of the annual expansion-related debt service payments.

As shown on Table 4 at the end of this section, the Water System Impact Fee was calculated utilizing: i) estimated capital costs for the utility administrative functions and transmission system; and ii) current fixed asset and capacity data available to Raftelis regarding the Water System. By designing the Water System Impact Fee to recover costs on a prospective basis, an attempt is made to design a charge that will provide funds on a reasonable basis in order to meet the future needs of the Water System. It should be noted that in the event the construction costs, capacity requirements, or utility service area materially change from what is reflected on Table 4, the Water System Impact Fee might need to be adjusted accordingly.

The proposed impact fee for the Water System is \$727 per ERC. This represents an increase in the fee of \$170 or 30.5% above the current fee of \$557 per ERC. This fee would be the per ERC amount that a new account would be charged in accordance with the City's impact fee methodology.

DESIGN OF WASTEWATER SYSTEM IMPACT FEE

As shown on Table 5 at the end of this section, the total calculated impact fee for the Wastewater System is \$4,628 per ERC. This represents an increase in the fee of \$1,639 or 54.8% when compared with the current fee of \$2,989 per ERC. The reason for this increase is that the system has a higher cost per unit of capacity than what was calculated previously due to the increased costs associated with Wastewater System capacity based on the CIP..

In the development of the proposed Wastewater System Impact Fee, several assumptions were utilized or incorporated in the analysis. The major assumptions utilized in the design of the proposed Wastewater System Impact Fee are:

1. The existing assets of the Wastewater System as provided by the City were reviewed and categorized by function in order to identify those assets that should be included in the determination of the impact fee. The major categories were: i) Plant and Disposal; ii) Lift Stations; iii) Transmission Lines; iv) Collection Lines; and v) Miscellaneous Departmental Capital. For the assets identified as Plant and Disposal, Lift Stations,

and Transmission Lines, which benefit both existing and future users, the total cost of such assets have been recognized in the analysis.

2. The Wastewater System capital improvement program as prepared by staff for the Fiscal Years 2020 through 2026 was reviewed and the capital costs were apportioned: i) by functional category; and ii) to existing and future users in the determination of the Wastewater System Impact Fee. Those facilities that were considered to be allocable to growth were included in the fee determination at full cost (i.e., 100% of the total cost). The single largest project that is 100% growth related is the 4.0 MGD plant expansion at a cost of \$51.1 million and other significant conveyance system expansions. For capital expenditures, which were solely for the replacement of existing assets, which would benefit existing customers or were considered as an on-site cost (provide service to a local area such as a development, which would normally be constructed and subsequently contributed to the System by a developer), such amounts were not reflected as a cost to be recovered from the application of the wastewater impact fee. The CIP capital costs recognized in the Wastewater System Impact Fee analysis are shown on Table 2 at the end of this report.
3. For the capital improvements identified as transmission system upgrades, which would benefit both existing and future users, the total cost of such improvements has been recognized in the analysis. These costs were allocated to existing and future customers based on capacity relationships developed using recent historical flow data and the project descriptions as provided by the City.
4. No capital facility costs associated with the existing collection facilities, including local lift stations, manholes, laterals, and on-site collection facilities have been included in the calculation of the Wastewater System Impact Fees since the developer generally contributes such facilities, or City has adopted a separate fee (e.g., wastewater tap-on fee) to recover such capital additions. All capital improvements to such respective facilities in the CIP were also not recognized in the Wastewater System Impact Fee analysis.
5. Because: i) the utility system is operated as an enterprise fund; ii) all financial resources received by the System stay within the fund for the benefit of such system; iii) the costs reflected in the fee are at original cost and not adjusted for any fair market value to reflect current cost conditions; iv) there is no interest-expense carry in the impact associated with the financing of the capital investment to serve new development and v) there are no other revenues received by the City from new development for the capital costs / utility plant reflected in the tap-on (e.g., ad valorem taxes on the property), no credit for the future payment of debt service allocable to the properties has been recognized. All impact fee funds remain in the system and the long-term capital financing costs for infrastructure construed and available to serve new growth are mitigated by using the impact fees for ongoing expansion-related capital project financing or for the direct payment of the annual expansion-related debt service payments.

As shown on Table 5 at the end of this section, the Wastewater System Impact Fee was calculated utilizing: i) the estimated transmission-related capital costs of the Wastewater System; ii) the treatment / disposal-related capital costs for the Wastewater System; and iii) current fixed asset and plant capacity data available to Raftelis regarding the City's Wastewater System. By designing the Wastewater System Impact Fees to recover costs on a prospective basis, an attempt is made to design a charge that will provide funds on a reasonable basis in order to meet the future needs of the Wastewater System. It should be noted that in the event the construction costs, capacity requirements, or utility service area materially change from what is reflected on Tables 2, the Wastewater System Impact Fees may need to be adjusted accordingly.

As shown on Table 5 at the end of this section, the calculated Wastewater System Impact fee \$4,628 per ERC, which is \$1,639 or 54.8% higher than the existing Wastewater System Impact Fee of \$2,989 per ERC. This fee would be the per ERC amount that an account would be charged in accordance with the City's impact fee application methodology. Based on the capital facilities associated with the determination of the charge, the functional breakdown of the components of the rate is as follows:

Calculation of Wastewater System Impact Fee	
Fee Component	Cost
Wastewater Treatment Component	\$3,348.99
Wastewater Major Transmission Component	1,279.13
Total	\$4,628.13
Total Proposed Wastewater System Impact Fee (Rounded)	<u>\$4,628.00</u>

IMPACT FEE COMPARISONS

In order to provide additional information to City regarding the existing and proposed Impact Fees, a comparison of the existing and calculated fees for the City with similar related capital charges imposed by of other Florida jurisdictions was prepared. Table 6 at the end of this section, provides a comparison of the City's existing and proposed Impact Fees for single-family residential connections (i.e., one ERC of 350 gpd for the Water System and 280 gpd for the Wastewater System) with the fees or comparable charges currently imposed by other municipal / governmental water system and the wastewater systems located across Florida. It is important to note that utilities may be different from a facility standpoint, and the methods used in the development of the water and wastewater impact fees imposed may vary. Moreover, no analysis has been performed to determine whether 100% of the cost of new facilities is recovered from impact fees or some percentage less than 100% with the balance recovered through the user charges. Additionally, the types of capital facilities currently in service or planned for the utility may have a material impact fee charged by a local government. For example, the costs of wastewater effluent disposal utilizing a deep injection well system generally has a higher capital cost per unit of capacity than use of a surface water discharge such as an outfall to a bay or river. The capital costs associated with constructing reverse osmosis water treatment facilities, which treat brackish water, are higher than those of lime softening facilities, which treat freshwater.

Some reasons why impact fees differ among utilities:

- Source of Supply
- Proximity to source of supply
- Type of treatment
- Effluent disposal method
- Density of service area
- Availability of grant funding to finance CIP
- Age of system

- Utility life cycle (e.g., growth-oriented vs. mature)
- Level of service standards
- Administrative policies

As shown on Table 6, the average Water and Wastewater System Impact Fees per ERC for the forty-two (42) governmental entities selected for this comparison are \$4,156 per ERC. Of the surveyed utilities, the City of Boca Raton has the highest combined water and wastewater fees at \$9,363 per ERC. City of Fort Walton Beach with a combined fee of \$2,071 had the lowest of the surveyed utilities. The proposed water and wastewater impact fees, while slightly higher than the average, are still generally comparable with similar fees charged by the surveyed utilities.

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CITY OF PANAMA CITY BEACH, FLORIDA
WATER AND WASTEWATER UTILITY IMPACT FEE STUDY

LIST OF TABLES

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3	Capacity Allocable to Serve Customer Growth
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5	Development of Wastewater System Impact Fee
6	Comparison of Impact Fees per ERC for Water and Wastewater Service

Table 1
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Summary of Fixed Asset Allocation

Line No.	Description	9/30/2020 [1]		9/30/2020 As Adjusted	Functional Allocation	
		Balance	Adjustment		Plant-In-Service	Distribution
Water System:						
1	Land, Buildings & Facilities	\$17,805,520	\$0	\$17,805,520	\$0	\$17,805,520
2	Transmission Lines [2]	9,411,446	0	9,411,446	0	9,411,446
3	Distribution Lines [2]	12,290,954	(12,290,954)	0	0	0
4	Miscellaneous Deptl. Capital	4,464,008	(4,464,008)	0	0	0
5	Other Assets	0	0	0	0	0
6	Subtotal	\$43,971,928	(\$16,754,962)	\$27,216,966	\$0	\$27,216,966
Wastewater System:						
7	Wastewater Plant / Disposal	\$52,523,041	\$0	\$52,523,041	\$52,523,041	\$0
8	Lift Stations	16,186,928	0	16,186,928	0	16,186,928
9	Transmission Lines [2]	23,415,626	0	23,415,626	0	23,415,626
10	Collection Lines [2]	25,603,653	(25,603,653)	0	0	0
11	Miscellaneous Deptl. Capital	11,804,854	(11,804,854)	0	0	0
12	Other Assets	0	0	0	0	0
13	Subtotal	\$129,534,102	(\$37,408,507)	\$92,125,595	\$52,523,041	\$39,602,554
14	Total	\$173,506,030	(\$54,163,469)	\$119,342,561	\$52,523,041	\$66,819,520

Footnotes:

- [1] Amounts provided by City staff.
[2] Allocation between transmission and distribution/collection lines was based on actual linear feet of pipe data as provided by the City and is shown below.

	Fixed Assets at Original Cost	
	Water	Wastewater
Transmission & Distribution/Collection System	\$21,702,400	\$49,019,279
Percent Allocable to Back-bone Transmission	43.37%	47.77%
Amount Allocable to Back-bone Transmission	\$9,411,446	\$23,415,626
Amount Allocable to Distribution/Collection	\$12,290,954	\$25,603,653

Table 2
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Functionalization of Estimated Multi-Year Capital Improvement Program

Line No.	Description	2020-2026 CIP Total [1]	Grant / R&R Adjustments	As Adjusted	Percent of Remaining Cost Allocable to Growth		Amount of Remaining Cost Allocable to Growth		Functionalized Amount				Total
					Existing/Growth	All Growth	Existing/Growth	All Growth	Plant, Buildings & Facilities		Transmission		
Water System Capital Improvements:													
1	Utilities Admin & Support Bldgs (58% W, 42% WW)	\$4,362,344	(\$4,062,344)	\$300,000	0.00%	100.00%	\$0	\$300,000	\$0	\$300,000	\$0	\$0	\$300,000
2	Rose Ln & Avenue B & C Watermain Improvements	1,009,600	(979,600)	30,000	100.00%	0.00%	30,000	0	0	0	30,000	0	30,000
3	West End Ground Storage PS and Tank	7,330,000	(3,665,000)	3,665,000	100.00%	0.00%	3,665,000	0	0	0	3,665,000	0	3,665,000
4	West End Transmission Main	9,975,000	(4,987,500)	4,987,500	100.00%	0.00%	4,987,500	0	0	0	4,987,500	0	4,987,500
5	Water Service Replacements Phase II	577,500	(577,500)	0	100.00%	0.00%	0	0	0	0	0	0	0
6	Woodlawn Water System Improvements	493,000	(493,000)	0	100.00%	0.00%	0	0	0	0	0	0	0
7	Automated Water Meter Reading/ Billing Upgrades	7,050,000	(7,050,000)	0	100.00%	0.00%	0	0	0	0	0	0	0
8	North Lagoon Watermain	1,092,500	(1,017,500)	75,000	0.00%	100.00%	0	75,000	0	0	0	75,000	75,000
9	Holly St Transmission Main	1,380,000	(1,180,000)	200,000	0.00%	100.00%	0	200,000	0	0	0	200,000	200,000
10	Thomas/Beach Drive Utility Improvements	4,960,000	(4,960,000)	0	100.00%	0.00%	0	0	0	0	0	0	0
11	Bid-A-Wee Subdiv Ph 2 Water Main Replacements	1,385,500	(1,320,500)	65,000	100.00%	0.00%	65,000	0	0	0	65,000	0	65,000
12	Laguna Beach Water System Improvements	815,000	(740,000)	75,000	0.00%	100.00%	0	75,000	0	0	0	75,000	75,000
13	CRA Segment 2 Water Main Relocations	980,314	(980,314)	0	100.00%	0.00%	0	0	0	0	0	0	0
14	CRA Segment 3 Water Main Relocations	1,570,468	(1,570,468)	0	100.00%	0.00%	0	0	0	0	0	0	0
15	CRA Segment 4.1 Water Main Relocations	1,783,660	(1,783,660)	0	100.00%	0.00%	0	0	0	0	0	0	0
16	CRA Segment 4.2 Water Main Relocations	1,918,660	(1,918,660)	0	100.00%	0.00%	0	0	0	0	0	0	0
17	CRA Segment 4.3 Water Main Relocations	2,537,245	(2,537,245)	0	100.00%	0.00%	0	0	0	0	0	0	0
18	CRA Powell Adams South Water Mains	460,000	(460,000)	0	100.00%	0.00%	0	0	0	0	0	0	0
19	System Extensions/Loops	2,501,250	(1,501,250)	1,000,000	0.00%	100.00%	0	1,000,000	0	0	0	1,000,000	1,000,000
20	SR 79 To West End PS Supply Main	1,035,000	(605,000)	430,000	100.00%	0.00%	430,000	0	0	0	430,000	0	430,000
21	PCB Pkwy Walton Co. Line to Heather	42,000	(42,000)	0	0.00%	100.00%	0	0	0	0	0	0	0
22	PCB Pkwy Lantana St. to R. Jackson Blvd	500,000	(500,000)	0	0.00%	100.00%	0	0	0	0	0	0	0
23	PCB Pkwy Mandy Ln. to Argonaut St.	750,000	(750,000)	0	0.00%	100.00%	0	0	0	0	0	0	0
24	PCB Pkwy R. Jackson Blvd. to Hathaway Bridge	250,000	(250,000)	0	0.00%	100.00%	0	0	0	0	0	0	0
25	Total Water System Capital Improvements	\$54,759,041	(\$43,931,541)	\$10,827,500			\$9,177,500	\$1,650,000	\$0	\$300,000	\$9,177,500	\$1,350,000	\$10,827,500

Table 2
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Functionalization of Estimated Multi-Year Capital Improvement Program

Line No	Description	2020-2026 CIP Total [1]	Grant / R&R Adjustments	As Adjusted	Percent of Remaining Cost Allocable to Growth		Amount of Remaining Cost Allocable to Growth		Functionalized Amount				Total	
					Existing/Growth	All Growth	Existing/Growth	All Growth	Plant, Buildings & Facilities		Transmission			
Wastewater System Capital Improvements:														
26	Gravity Sewer Rehabilitation	\$4,500,000	(\$4,500,000)	\$0	100.00%	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
27	New WWTP site to Griffin Blvd Connection	1,083,000	(1,083,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
28	Utilities Admin & Support Bldgs (55% W, 45% WW)	3,249,456	(2,312,092)	937,364	100.00%	0.00%	937,364	0	937,364	0	0	0	0	937,364
29	Bay Pkwy to Nautilus Foremain and Reclaimed Main	2,912,075	0	2,912,075	100.00%	0.00%	2,912,075	0	0	0	2,912,075	0	0	2,912,075
30	Thomas/Beach Drive Utility Improvements	4,291,350	(4,291,350)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
31	South Lagoon to North Lagoon Subaqueous Crossing	1,437,500	(718,750)	718,750	100.00%	0.00%	718,750	0	0	0	718,750	0	0	718,750
32	LS #74 (Jamaican) Replacement	1,210,000	(1,090,000)	120,000	0.00%	100.00%	0	120,000	0	0	0	120,000	120,000	120,000
33	LS #19 (Wildwood) Replacement	805,000	(715,000)	90,000	0.00%	100.00%	0	90,000	0	0	0	90,000	90,000	
34	SR 79 Reclaimed Transmission Main	2,886,000	(1,886,000)	1,000,000	0.00%	100.00%	0	1,000,000	0	0	1,000,000	1,000,000	1,000,000	
35	PCB Pkwy/Caulley Reclaimed Transmission Main	1,332,000	(732,000)	600,000	0.00%	100.00%	0	600,000	0	0	600,000	600,000	600,000	
36	LS #73 (Cobb) Replacement	2,687,500	(2,387,500)	300,000	0.00%	100.00%	0	300,000	0	0	300,000	300,000	300,000	
37	CRA Segment 2 Sewer Main Relocations	1,376,144	(1,376,144)	0	100.00%	0.00%	0	0	0	0	0	0	0	
38	CRA Segment 3 Sewer Main Relocations	1,585,620	(1,585,620)	0	100.00%	0.00%	0	0	0	0	0	0	0	
39	CRA Segment 4.1 Sewer Main Relocations	1,783,665	(1,783,665)	0	100.00%	0.00%	0	0	0	0	0	0	0	
40	CRA Segment 4.2 Sewer Main Relocations	1,918,660	(1,918,660)	0	100.00%	0.00%	0	0	0	0	0	0	0	
41	CRA Segment 4.3 Sewer Main Relocations	2,537,245	(2,537,245)	0	100.00%	0.00%	0	0	0	0	0	0	0	
42	CRA Powell Adams South Sewer Mains	690,000	(690,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	
43	LS #4 (Driftwood) Replacement	3,300,000	(3,050,000)	250,000	0.00%	100.00%	0	250,000	0	0	250,000	250,000	250,000	
44	Primary LS Upgrades/Odor Control	1,870,000	(1,300,000)	561,000	0.00%	100.00%	0	561,000	0	0	561,000	561,000	561,000	
45	Secondary LS Upgrades/Odor Control	1,380,000	(966,000)	414,000	0.00%	100.00%	0	414,000	0	0	414,000	414,000	414,000	
46	WW/RW System Extensions/Loops	1,380,000	(345,000)	1,035,000	0.00%	100.00%	0	1,035,000	0	0	1,035,000	1,035,000	1,035,000	
47	Conservation Park Water Crossing Improvements	310,000	(310,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	
48	Grand Lagoon Sewer Phases 2-7	22,661,500	(20,961,500)	1,700,000	100.00%	0.00%	1,700,000	0	0	0	1,700,000	1,700,000	1,700,000	
49	Laguna Beach Sewer Phases 1-3	11,580,000	(10,711,000)	869,000	100.00%	0.00%	869,000	0	0	0	869,000	869,000	869,000	
50	New WWTP 4 MGD Phase	51,145,000	0	51,145,000	0.00%	100.00%	0	51,145,000	0	51,145,000	0	0	51,145,000	
51	New WWTP 2 Influent Transmission Main	4,038,800	0	4,038,800	0.00%	100.00%	0	4,038,800	0	0	4,038,800	4,038,800	4,038,800	
52	New WWTP 2 Reclaimed Transmission Main	3,332,500	0	3,332,500	0.00%	100.00%	0	3,332,500	0	0	3,332,500	3,332,500	3,332,500	
53	PCB Pkwy Walton Co. Line to Heather	658,000	(658,000)	0	0.00%	100.00%	0	0	0	0	0	0	0	
54	PCB Pkwy Lantana St. to R. Jackson Blvd	1,500,000	(1,500,000)	0	0.00%	100.00%	0	0	0	0	0	0	0	
55	PCB Pkwy Mandy Ln. to Argonaut St.	2,250,000	(2,250,000)	0	0.00%	100.00%	0	0	0	0	0	0	0	
56	PCB Pkwy R. Jackson Blvd. to Hathaway Bridge	500,000	(500,000)	0	0.00%	100.00%	0	0	0	0	0	0	0	
57	Total Wastewater System Capital Improvements	\$142,191,015	(\$72,167,526)	\$70,023,489			\$7,137,189	\$62,886,300	\$937,364	\$51,145,000	\$6,199,825	\$11,741,300	\$70,023,489	
58	Total Capital Improvement Program	\$196,950,056	(\$116,099,067)	\$80,850,989			\$16,314,689	\$64,536,300	\$937,364	\$51,445,000	\$15,377,325	\$13,091,300	\$80,850,989	

Footnotes:
 [1] Amounts as provided by the City

Table 3
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Development of Existing Wastewater Production/Treatment Facility
Capacity Allocable to Serve Customer Growth

Line No.	Description	Wastewater System
<u>Capacity of System</u>		
1	City Treatment Facilities (MGD)(MADF) [1]	14.000
2	Bay County Wholesale Agreement	N/A
3	Total Treatment Capacity	<u>14.000</u>
4	Adjusted to Reflect Average Daily Flow (ADF) [2]	9.797
5	Average Daily Flow (MGD) [3]	7.081
6	Remaining Capacity (MGD)(ADF) at Existing Plant	2.716
7	Percent of Total Capacity Allocable to Growth	27.72%

Footnotes:

- [1] Amount based on the permitted design capacity of the plant expressed on a maximum average daily flow basis (MADF) in millions of gallons per day (MGD).
- [2] Amount based on a historical peaking factor of 1.429 based on an average daily flow of approximately 70% of the max month based on the comprehensive plan
- [3] Amount based on the average daily flow as provided by City staff.

Table 4
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Development of Water System Impact Fee

Line No.	Description	Amount
Transmission Component #1 - City Financed Facilities and Transmission		
Primary Transmission System:		
1	Existing Facilities [1]	\$27,216,966
2	Additional Planned Improvements [2]	9,177,500
3	Total Existing Facility Costs	<u>\$36,394,466</u>
4	New Facilities to Aid Growth [3]	\$1,650,000
5	Subtotal of Costs	<u>\$38,044,466</u>
6	Estimated Transmission Capacity (GPD) (ADF) [4]	18,300,000
7	ERC Factor - GPD [5]	350
8	Estimated ERCs served by Transmission/Distribution Facilities	52,286
9	Rate per ERC of Transmission/Distribution Facilities	<u>\$727.63</u>
10	Rounded Rate	<u>\$727.00</u>
11	Existing Fee	<u>\$557.00</u>
	Change	
12	Amount	\$170.00
13	Percent	30.52%

Footnotes:

- [1] Amount derived from Table 1 for the most recently completed period ended September 30, 2020 and do not include the estimated cost of on-site capital costs such as meters, services, and local distribution facilities.
- [2] Amount derived from Table 2 that benefit existing and future customers of the system.
- [3] Amount derived from Table 2 that benefit only future customers of the system.
- [4] Amount based upon actual flow data for the maximum month of flow during surveyed historical period which occurred in July 2015.
- [5] The ERC factor reflects the estimated average daily water demand per new connection.

Table 5
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Development of Wastewater System Impact Fee

Line No.	Description	Amount
Total Estimated Cost of Wastewater Treatment and Effluent Disposal Facilities:		
1	Cost of Existing Facilities [1]	\$52,523,041
2	Additional Planned Improvements [2]	937,364
3	Total Cost of Treatment & Disposal Facilities	<u>\$53,460,405</u>
4	Existing Plant Capacity (GPD) (MADF) [3]	14,000,000
5	Existing Plant Capacity (GPD) (ADF) [3]	9,797,061
6	Existing ERC Factor - GPD [4]	280
7	Estimated ERCs to be Served by Existing Facilities	34,990
8	Percent Remaining Capacity of Existing Facilities [3]	27.72%
9	Allocation of Facilities to Growth	<u>\$14,821,006</u>
10	Rate per ERC Associated with Treatment & Disposal Facilities	<u>\$1,527.90</u>
Total Estimated Cost of Additional Wastewater Treatment and Effluent Disposal Facilities:		
11	Cost of Additional Wastewater Treatment/Disposal Facilities	\$51,145,000
12	New Plant Capacity (GPD) (MADF) [5]	4,000,000
13	Peaking Factor	1,429
14	New Plant Capacity (GPD) (AADF) [5]	<u>2,799,160</u>
15	ERU Factor - GPD [4]	280
16	Estimated ERUs to be Served by Additional Facilities	<u>9,997</u>
17	Rate per ERU Associated with Additional Facilities	<u>\$5,116.03</u>
18	Weighted Rate per ERU for Existing and New Wastewater Treatment/Disposal Facilities	<u>\$3,348.99</u>
Primary Collection System:		
19	Existing Facilities [1]	\$39,602,554
20	Additional Costs Capitalized to Existing Facilities [2]	6,199,825
21	Subtotal of Existing Facilities	<u>\$45,802,379</u>
22	New Facilities to Aid Growth [6]	\$11,741,300
23	Subtotal of Costs	<u>\$57,543,679</u>
24	Estimated ERCs served by Collection Facilities	44,987
25	Rate per ERC of Collection Facilities	<u>\$1,279.13</u>
26	Total Combined Rate per ERC	<u>\$4,628.13</u>
27	Rounded Rate	<u>\$4,628.00</u>
28	Existing Fee	<u>\$2,989.00</u>
29	Change Amount	\$1,639.00
30	Percent	54.83%

Footnotes:

- [1] Amount derived from Table 1 for the most recently completed period ended September 30, 2020 and do not include the estimated cost of on-site capital costs such as meters, services, and local collection facilities.
- [2] Amount derived from Table 2 that benefit existing and future customers of the system.
- [3] Amounts derived from Table 3.
- [4] The ERC factor reflects the estimated average daily wastewater demand per new connection.
- [5] Treatment capacity increase in MADF adjusted by peaking factor for convert to AADF.
- [6] Amount derived from Table 3 that benefit only future customers of the system.

Table 6
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Comparison of Impact Fees Per ERC For Water and Wastewater Service [1]

Line No.	Description	Residential 5/8" x 3/4" Meter		
		Water	Wastewater	Combined
City of Panama City Beach [2]				
1	Existing Rates	\$1,208	\$2,989	\$4,197
2	Proposed Rates	1,378	4,628	6,006
<u>Neighboring Utilities (Bay County):</u>				
3	Bay County	\$710	\$2,103	\$2,813
4	City of Callaway	1,671	1,735	3,406
5	City of Lynn Haven	1,353	3,591	4,945
6	City of Mexico Beach	1,806	2,125	3,931
7	City of Panama City	1,116	1,250	2,366
8	City of Parker	1,151	1,400	2,551
9	City of Springfield	1,517	1,111	2,629
10	Neighboring Utilities' (Bay County) Average	\$1,332	\$1,902	\$3,234
<u>Other Florida Utilities:</u>				
11	City of Apopka	1,276	4,775	6,051
12	City of Boca Raton	5,195	4,168	9,363
13	City of Orlando	1,637	2,538	4,175
14	City of Clermont	2,542	4,115	6,657
15	City of Cocoa	1,750	2,700	4,450
16	City of Cocoa Beach	1,750	2,200	3,950
17	City of Coconut Creek	1,086	1,148	2,235
18	City of Dania Beach	1,557	725	2,282
19	City of Daytona Beach	1,376	1,825	3,201
20	City of Deerfield Beach	2,500	560	3,060
21	City of Edgewater	1,741	2,634	4,375
22	City of Eustis	854	2,668	3,522
23	City of Fort Lauderdale	1,977	1,888	3,865
24	City of Fort Walton Beach	1,071	1,000	2,071
25	City of Kissimmee	2,415	3,450	5,865
26	City of Lake Mary	1,010	2,664	3,674
27	City of Lake Wales	2,438	3,091	5,529

Table 6
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Comparison of Impact Fees Per ERC For Water and Wastewater Service [1]

Line No.	Description	Residential 5/8" x 3/4" Meter		
		Water	Wastewater	Combined
28	City of Lakeland	1,050	1,916	2,966
29	City of Leesburg	1,175	2,778	3,953
30	City of Margate	1,790	1,920	3,710
31	City of Melbourne	1,540	2,210	3,750
32	FKAA - Conch Key Wastewater Service District	0	2,700	2,700
33	City of Mount Dora	2,527	3,804	6,331
34	City of Ocoee	2,145	6,363	8,509
35	City of Palm Beach Gardens	1,500	1,200	2,700
36	City of Plantation	1,745	1,315	3,060
37	City of St. Cloud	3,133	3,533	6,667
38	City of Sunrise	1,500	1,350	2,850
39	City of Tavares	1,670	3,130	4,800
40	City of Winter Garden	1,086	1,767	2,853
41	City of Winter Haven	1,136	3,685	4,821
42	New Smyrna Beach Utilities Commission	1,340	1,290	2,630
43	Regional Utilities - Walton County	3,093	4,825	7,917
44	Neighboring and Other Florida Utilities' Average	\$1,732	\$2,467	\$4,156
45	Neighboring and Other Florida Utilities' Minimum	710	560	N/A
46	Neighboring and Other Florida Utilities' Maximum	5,195	6,363	N/A

Footnotes:

[1] Unless otherwise noted, amounts shown reflect residential rates in effect January 2021 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.

[2] Water Impact Fees shown include \$650.50 wholesale water treatment component paid to Bay County.

REGULAR AGENDA

ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Mel Leonard, Building & Planning

2. MEETING DATE:
May 13, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends the City Council consider the Planning Board recommendation, the application, Staff report, comments from any adversely affected parties as well as all other competent substantial evidence and approve or deny the requests to amend the Future Land Use Map of the Comprehensive Plan and rezoning request.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Economic Development

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

Alvin's Stores, Inc. is requesting a Future Land Use Map Small-Scale Plan Amendment (under 10 acres) from Single Family Residential to Tourist for 0.802 acres located at 283 and 285 Poinsettia Drive. The request also consists of a rezoning request from R-1C (Single Family Residential) to CH (Commercial - High Intensity). The Planning Board considered the requests at a properly advertised public hearing on December 9, 2020. After considering the applicant's presentation, comments from the public and the data and analysis report from City staff, the Planning Board voted (6 - 0) to recommend a lesser zoning of CL (Commercial- Low Intensity) for 285 Poinsettia Drive and a Denial of the request for 283 Poinsettia Drive. The decision includes a recommendation of approval of the requested Future Land Use Map designation of "Tourist" for 285 Poinsettia Drive but a denial of the Future Land Use Map request for 283 Poinsettia Drive.

The attached Ordinance addresses the requested change to the City's FLUM for 285 Poinsettia Drive.

[Ordinance 1544, Small Scale Comp Plan.pdf](#)
[alvins rezoning.pptx](#)
[Alvins Planning Board Order, Staff Report, Application.pdf](#)
[Alvins Planning Board Minutes.pdf](#)

ORDINANCE NO. 1544

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS "THE 2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; ACTING UPON THE APPLICATION OF ALVIN'S STORES INC TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM SINGLE FAMILY RESIDENTIAL TO TOURIST; DESIGNATING FOR TOURIST LAND USE THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 0.573 ACRES; PARCEL ID 33962-000-000; SAID PARCEL LOCATED AT 285 POINSETTIA DRIVE, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP FOR TOURIST DESIGNATION FOR THE PARCEL; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, Alvin's Stores Inc (the "Applicant"), submitted an application requesting an amendment to the Comprehensive Plan; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on December 9, 2020, and recommended approval of the request by a vote of 6-0; and

WHEREAS, on _____, the City Council conducted a properly

noticed adoption hearing as required by Section 163.3184(11), Florida Statutes, and adopted this Ordinance in the course of that hearing;

WHEREAS, the subject parcel involves a use of ten (10) acres or less and the cumulative effect of the acreage for all small scale amendments adopted by the City this calendar year, including the subject parcel, does not involve a text change to the goals, policies and objectives of the City's Comprehensive Plan, and the subject parcel otherwise qualifies for a small scale amendment pursuant to Section 163.3187(1), Florida Statutes; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the 2009 Amended and Restated Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designation for the subject parcel have been met;

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

SECTION 1. The following described parcel of real property situated within the municipal limits of the City of Panama City Beach, Florida, is designated for Tourist land use under the City's Comprehensive Plan, to-wit,

LOTS 2 THROUGH 6, BLOCK K, OPEN SANDS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 67, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

and the City's Future Land Use Map is amended accordingly.

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ of _____, 2021.

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____, 2021.

Mark Sheldon, Mayor

PUBLISHED in the Panama City News-Herald on the ____ day of _____ 2021.

POSTED on pcb.gov.com on the ____ day of _____, 2021.

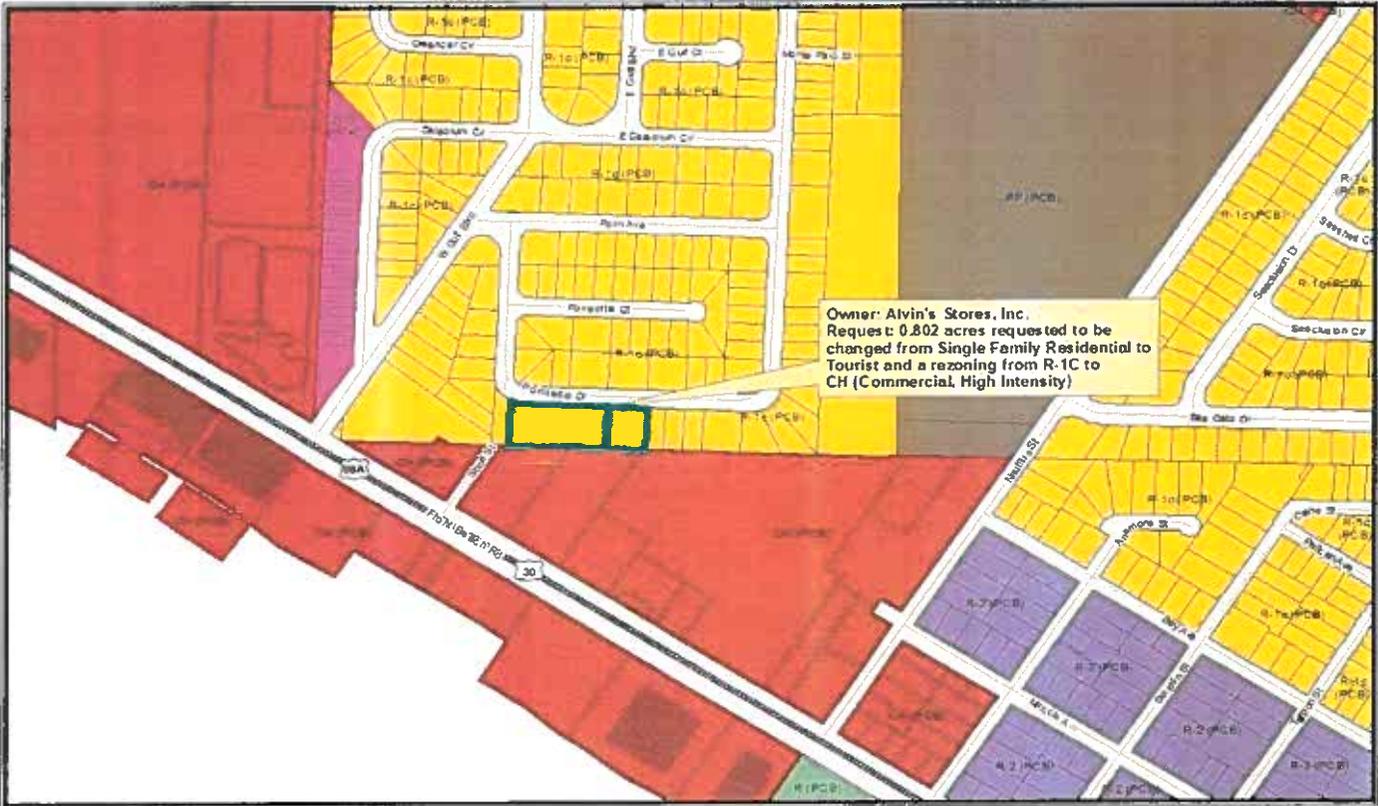
Lynne Fasone, City Clerk



- ▶ **Alvin's Stores**

- ▶ Future Land Use Map Amendment request from Single Family Residential to Tourist and a Rezoning Request from R-1C (Single Family Residential) to CH (Commercial - High Intensity)

Alvin's Stores Request



Prepared by The
City of Panama City Beach
Planning Department

Alvin's Stores Request



0 100 200 400 600 800 Feet



Prepared by The
City of Panama City Beach
Planning Department

MEMORANDUM

TO: Amy Myers, City Attorney

FROM: Mel Leonard, Director
Building and Planning Department

DATE: December 16, 2020

RE: Alvin's Stores, Inc. is requesting a rezoning from Single Family Residential (R-1c) to Commercial High Intensity (CH) for approximately .573 acres and .229 acres. A Small-Scale Plan Amendment from Single Family Residential to Tourist is also requested. Parcel Numbers 33962-000-00 and 33963-000-000.

Alvin's Stores Inc. requested a rezoning and a plan amendment for the above referenced properties. The Planning Board considered the requests at a properly advertised public hearing on December 9, 2020.

After considering the applicant's presentation, comments from the public, and the data analysis report from City staff, the Planning Board voted (6-0) to recommend a lesser zoning of **CL (Commercial Low Intensity) for 285 Poinsettia Drive and a Denial of the request for 283 Poinsettia Drive, recommending it remain R-1c (Single Family Residential).**

REZONING TRANSMITTAL SHEET
City of Panama City Beach

TO: Amy Myers, City Attorney

DATE: December 16, 2020

- (1) **Name of Applicant:** Alvin's Stores Inc.
- (2) **Request:** A rezoning from Single Family Residential (R-1c) to Commercial High Intensity (CH), Small-Scale Amendment to change the Future Land Use Map Designation from Single Family Residential to Tourist for approximately .573 acres located at 285 Poinsettia Drive and for approximately .229 acres located at 283 Poinsettia Drive.
- Zoning:** Single Family Residential (R-1c) to Commercial High Intensity (CH)
- (3) **Planning Board Action Date:** December 9, 2020
- (4) **Council Action Date:** TBA
Restrictions or Special Conditions: N/A
- (5) **Applicant to pay costs and fees:** Yes X No
- (6) **Legal Description to be copied from:** Survey to be provided.
(Deed, Survey, etc., please indicate.)
- (7) **Name and Address of Property Owner according to most recent ad valorem tax records:** Please see attached legal description.

PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH

IN RE: Request for a Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist, a Rezoning from R-1c to CH for 285 Poinsettia Dr. Parcel Id# 33962-000-000 (.573 acres) and 283 Poinsettia Dr. Parcel Id# 33963-000-000 (.229 acres)

Submitted by: Alvin's Stores Inc.

ORDER

THE PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial/Legislative Hearing held on this matter on December 9, 2020 for a Small-Scale Plan Amendment to change the Future Land Use Map from, Single Family Residential to Tourist, a Rezoning from R-1c to CH, makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Planning Department Staff delivered information to the Planning Board that recommended approval of 285 Poinsettia Dr. but recommended denial of 283 Poinsettia Dr.
2. The Planning Board listened to the applicant's request and recommended approval of the Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist and a Rezoning from R-1c to CL rather than the requested CH for 285 Poinsettia Dr. Parcel Id# 33962-000-000 with a 6-0 decision.

The Planning Board listened to the applicant's request and recommended denial of the Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist and a Rezoning from R-1c to CH for 283 Poinsettia Dr. Parcel Id# 33963-000-000 with a 6-0 decision.

CONCLUSIONS OF LAW

3. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A) and (C), 10.04.03, 10.04.04 and 10.07.02 of the City's Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial /Legislative hearing on these matters and make a recommendation to the City Council on whether the request should be granted by adoption of ordinances.

4. The request is consistent with the City's Comprehensive Plan.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject rezoning / Small Scale amendment for Parcel Id# 33962-000-000 is hereby recommended for **APPROVAL** and accordingly, the associated Ordinance should be **ADOPTED**. In addition, the subject rezoning / Small Scale amendment for Parcel Id# 33963-000-000 is hereby recommended for **DENIAL**.

If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this 16 day of December, 2021.

Josh Wakstein, Chairman

JOSH WAKSTEIN, CHAIRMAN

ATTEST:



CHARLES SILKY, SENIOR PLANNER

Signature: 
Joseph Wakstein, Chairman (Dec 16, 2020 17:07 CST)

Email: jwakstein@pcb.gov

DATA AND ANALYSIS

- I. APPLICANT:** Alvin's Stores Inc.
- II. PROJECT LOCATION:** 285 Poinsettia Dr. Parcel Id# 33962-000-000 (.573 acres) and 283 Poinsettia Dr. Parcel Id# 33963-000-000 (.229 acres).
- III. REQUEST:** This request is for a Small Scale Plan Amendment and Rezoning. The applicant is requesting a Future Land Use Map change from Single Family Residential Future Land Use designation to Tourist and a Rezoning from R-1c to CH for the subject parcels.
- IV. REASON FOR REQUEST:** The owners were unaware the property was rezoned and are now seeking to have that corrected to match the historic use of the property since 1979 as a warehouse.
- VI. SITE EVALUATION:**
- A. IMPACT ON PUBLIC FACILITIES:**
1. Transportation Facilities:
- The western most parcel has and is expected to continue to be used as a warehouse with traffic generation levels to remain the same. If the site were redeveloped, a Development Order with an accompanying traffic study will be required.
2. Sewer:
- The City wastewater treatment plant (WWTP) provides Advanced Wastewater Treatment (AWT) quality effluent, with an accompanying wetlands effluent discharge system in a 2,900-acre facility containing 2,000 acres of receiving wetlands. Currently, the operating permit allows 14 mgd maximum monthly average (10 mgd annual average) treatment and disposal capacity. Monthly average plant flows for January 1, 2019 through December 31, 2019 ranged from 4.4 mgd to 10.3 mgd on a monthly average. In addition, the City's reclaimed water system has been in operation since 2006 and provided between 1.5 and 3.3 mgd of irrigation

water per month in the last fiscal year, depending on the time of year and demands, to residential and commercial areas of the City.

Based on previous historic growth rates of wastewater generation, it is anticipated that there will be a 4% yearly growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City has planned for facilities to be upgraded to coincide with the increased demand.

3. Potable Water:

The City has a franchise from Bay County authorizing the City to provide water service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The City utility system also purchases 100% of its potable water from Bay County via contract. The term of the agreement is through 2042 and states that 26.4 million gallons per day (mgd) will be available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year up to 33.79 mgd in 2020. The City receives the treated County water via two delivery points at bridges crossing St. Andrew Bay and West Bay. That water is stored and re-pumped on demand to meet the City's water needs. The City's current available pumping and transmission capacity is approximately 37.8 mgd. The contract with the County has been designed to increase capacity by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has two (2) - 7 million gallon storage tanks at its West Bay storage and pumping facility, and 2, 4 and 5 million gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which gives the City an additional 25 million gallons of working reserve for peak season and fire flow demand.

Daily water demand for January 1, 2018 through December 31, 2019 ranged from 9.2 mgd to 15.7 mgd on a monthly average, with an annual average of 12.1 mgd. The maximum single-day demand was 18.5 mgd. The County's projected available capacity to supply potable water to the City in 2019 was to be 28.4 mgd, which leaves an excess monthly average capacity ranging from 19.2 mgd to 12.7 mgd with an annual average excess of 16.3 mgd. The excess on the single-day maximum is expected to be 10.8 mgd.

The City has also implemented a reclaimed water system that makes highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaim system, it is estimated that the 20% of total potable water

consumption previously used by similar developments will be replaced by reclaimed water in these new subdivisions.

B. SITE SUITABILITY:

1. Wetlands: According to information supplied by Bay County GIS there are no wetlands located on the subject site.
2. Plant and Wildlife Resources: Information regarding natural resources is based on information from the Florida Natural Areas Inventory "FNAI", which is a non-profit organization administered by The Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity.

According to information supplied by FNAI, there are no threatened or endangered species located on the subject site.

3. Flood Zones:

According to information supplied by FEMA, the site is located in Flood Zone X, which is defined as an area determined to be located outside of the 100 and 500-year floodplains.

C. COMPATABILITY WITH SURROUNDING LAND USES:

Compatibility is generally defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

The current use of the site as a warehouse is generally considered an incompatible use without the implementation of lighting controls and buffering.

CONCLUSION:

It appears one of the subject parcels, the western most parcel; Id# 33962-000-000 was rezoned from commercial to residential sometime after 1988. However, staff has concluded that the eastern most parcel, Id# 33963-000-000 has always been Residential. See the attached zoning maps from 1977, 1988 and 2020 with delineated boundaries.

Staff proposes the Planning Board recommend the requested Future Land Use Map change of the westernmost parcel, Id# 33962-000-000 from Single Family Residential Future Land Use designation to Tourist and a Rezoning from R-1c to CH. In addition, there is no evidence or compelling reason to support the requested change and rezoning of the eastern most parcel, Id #33963-000-000, staff recommends denial of this portion of the request.



CITY OF PANAMA CITY BEACH
Building and Planning Department
 116 S. Arnold Road, Panama City Beach, FL 32413
 850-233-5054 ext. 2313 Fax: 850-233-5049
 Email: achester@pcbgo.com

REQUEST FOR ZONING or REZONING – Section 10.02.10

Applicant: Alvin's Stores Inc
Name(s): _____

Address: 10800 NW 106th St Suite #6

City: Medley **State:** FL **Telephone:** _____ **Fax:** _____

Email: drorlevy@marcodestin.net

Name of Acting Agent: Burke & Blue

Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Parcel Number of Property for Zoning or Rezoning: 33962-000-000 & 33963-000-000
(Information from Property Appraiser's Office)

Address/Location of Property for Zoning or Rezoning: 285 Poinsettia Dr & 283 Poinsettia Dr

Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of ten (10) copies.

Small Scale Amendment: \$1500.00 **Large Scale Amendment:** \$2100.00 **Date Collected** _____
If a plan amendment is necessary, please provide an analysis of the consistency of the proposed amendment with all requirements of the Comprehensive Plan and LDC.

The procedure for review of application is found in Sections 10.02.01 and 10.02.10 of the LDC.
Basic Submittal Requirements - LDC Section 10.02.02

Name: Alvin's Stores Inc

Address: 10800 NW 106th St Suite #6 **Email Address:** _____

City: Medley **State:** FL **Telephone:** _____ **Fax:** _____

Date of Preparation: 05/12/2020 **Date(s) of any modifications:** _____

Legal Description: (Consistent with the Required Survey) _____

A vicinity map showing the location of the property.

Present Zoning Designation: R-1c **Requested Zoning Designation:** CH **Future Land Use Map:** TD

Deed Restrictions or Private Covenants apply to this property: Yes (Please submit a copy) No

Applicant's Signature(s):

Dror Levy

Print Name of Applicant

Dror Levy
Signature

Date: 10/4/2020

Print Name of Applicant

Signature

Date: _____

FEES:

Rezoning Application Fee: \$900.00

Small Scale Amendment Fee: \$1500.00 Includes the rezoning fee.

Large Scale Amendment Fee: \$2100.00 Includes the rezoning fee.

Date Collected: _____

**CITY OF PANAMA CITY BEACH
PUBLIC NOTICE OF SMALL-SCALE AMENDMENT AND
REZONING REQUEST**

The City of Panama City Beach Planning Board will consider the following request:

APPLICANT: Alvin Stores, Inc.

ADDRESS/LOCATION: 285 Poinsettia Drive & 283 Poinsettia Drive
Panama City Beach, FL Panama City Beach, FL
33962-000-000 33963-000-000

This is being requested because, the properties have been used as a warehouse
for the Alvin's Island store at 14520 Front Beach Road since at least 1979
and was zoned appropriately until a City initiated zoning change in 2012.

The owners were unaware that the property had been rezoned and are now
seeking to have that corrected to match the historical use of the property.

MEETING INFORMATION:

Date: December 9, 2020

Time: 1:00 p.m.

Place: City Council Meeting Room
17007 Panama City Beach Parkway
Panama City Beach

The applicant for this rezoning request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5100, ext. 2313.



Legend

- PCB Parcels
- Major Road
- Minor Road

Zoning_PCB

Panama City Beach Zoning

- Commercial - Low Intensity (CL1)
- Commercial - Medium Intensity (CM)
- Single Family, High Density Manufactured Home (R-1c-T)
- Single Family, Low Density (R-1a)
- Single Family, Medium Density (R-1b)
- Planned Unit Development (PUD)
- Single Family, High Density (R-1c)
- Residential - Zero Lot Line (RO)
- Light Industry (M-1)
- Recreation (R)
- Conservation (C)
- Agricultural and Rural Residential (AR)
- Townhouse (RTH)
- Limited Multi-family (R-2)
- Unlimited Multi-family (R-3)
- Commercial - High Intensity (CH)
- Public Facilities (PF)



Prepared by The
City of Panama City Beach
Planning Department

2020

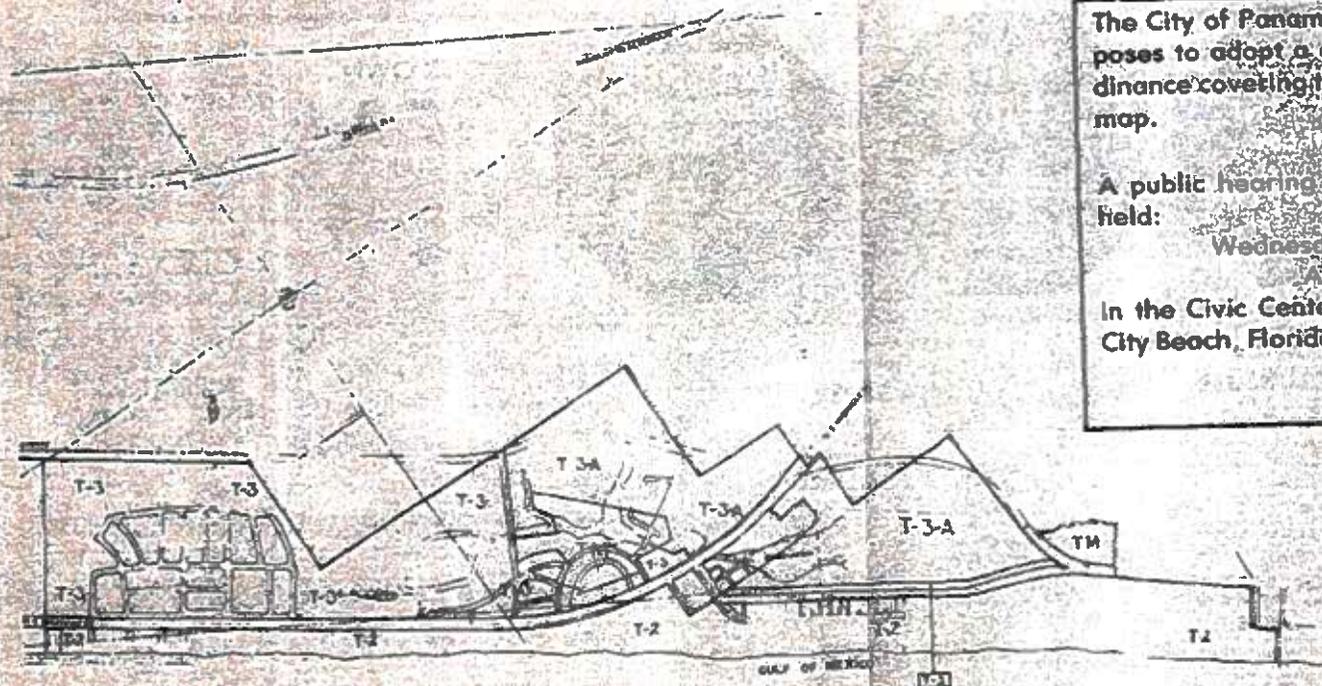


CENTER SECTION

The City of Panama City Beach, Florida proposes to adopt a comprehensive zoning ordinance covering the land area shown in this map.

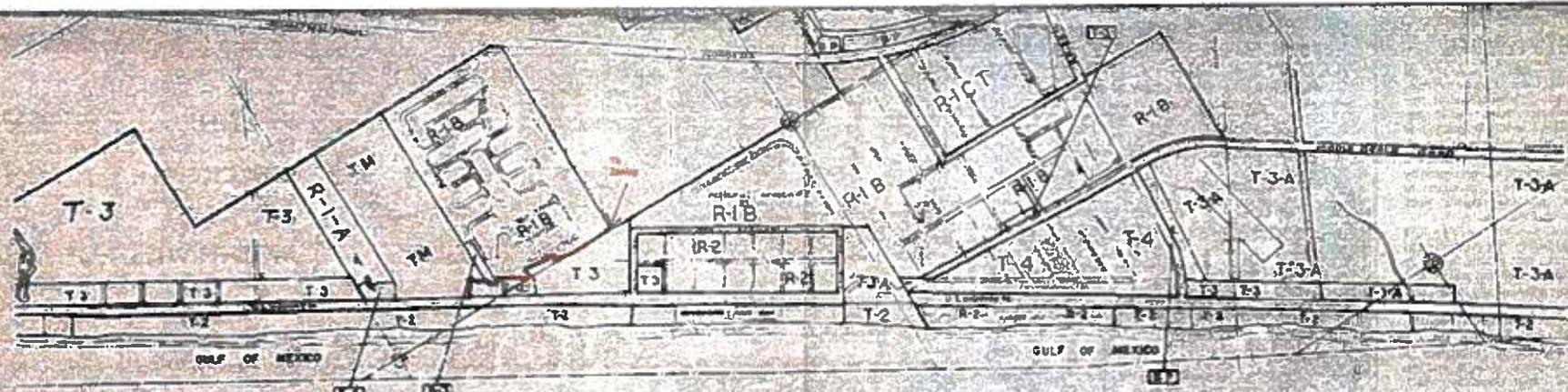
A public hearing on the ordinance will be held:
Wednesday, April 27, 1977
5:05 P.M.
 In the Civic Center Counsel Room, Panama City Beach, Florida.

Roy Kingsmill
 City Clerk

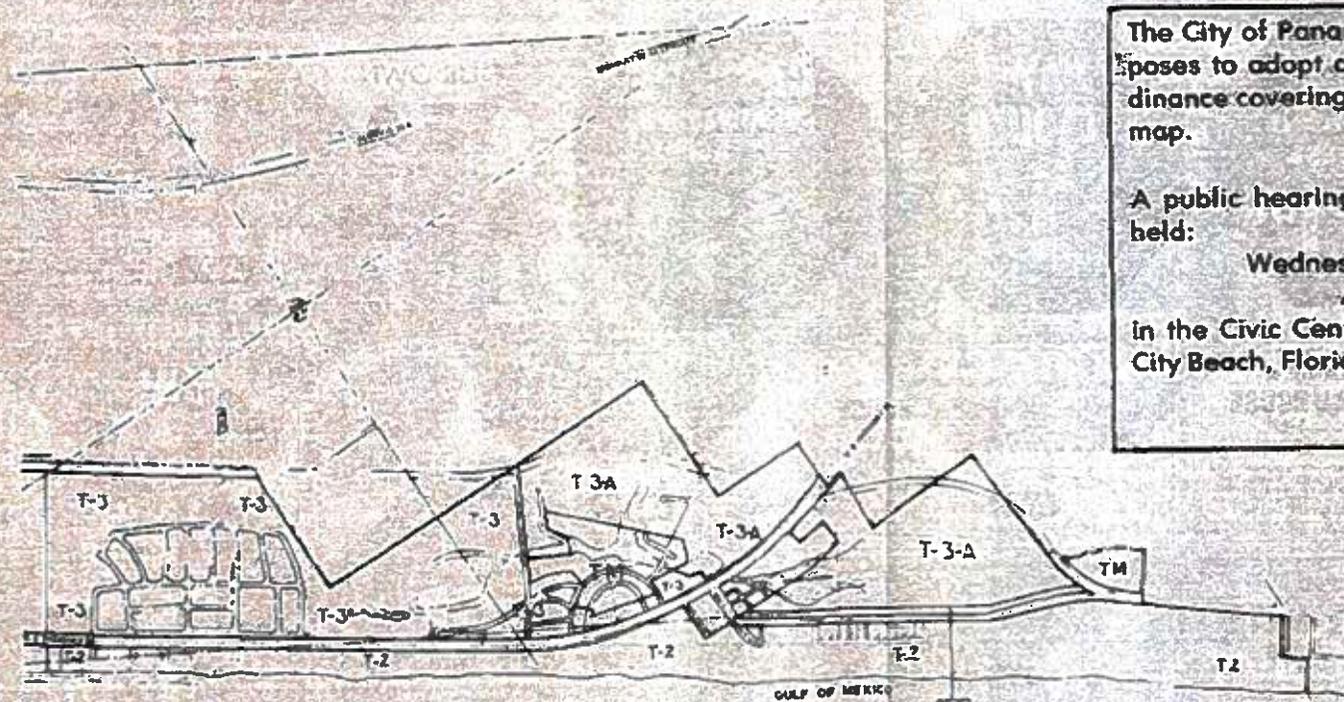


EAST SECTION

6



CENTER SECTION



EAST SECTION

The City of Panama City Beach, Florida proposes to adopt a comprehensive zoning ordinance covering the land area shown in this map.

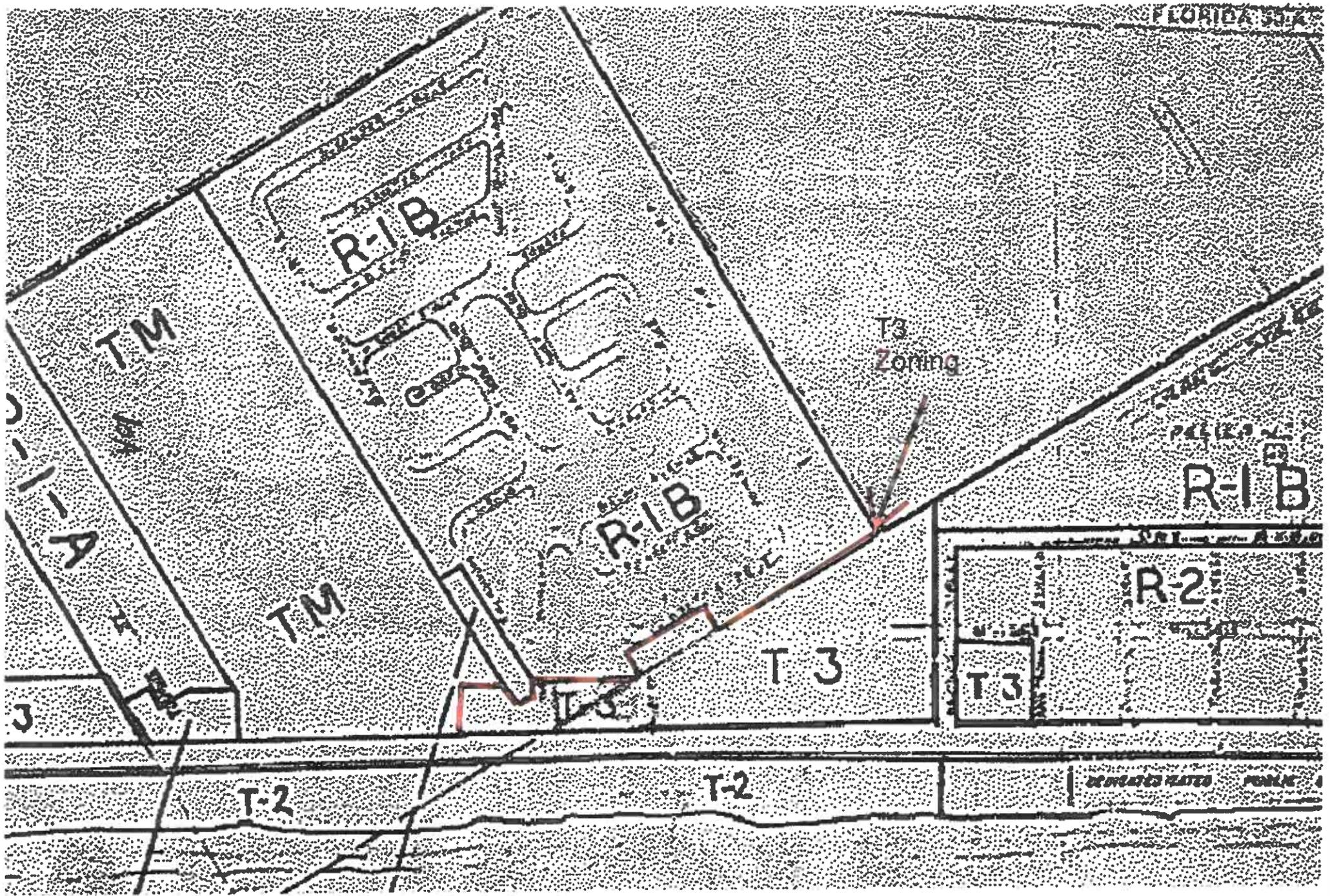
A public hearing on the ordinance will be held:

Wednesday April 27, 1977.
At 5:05 P.M.

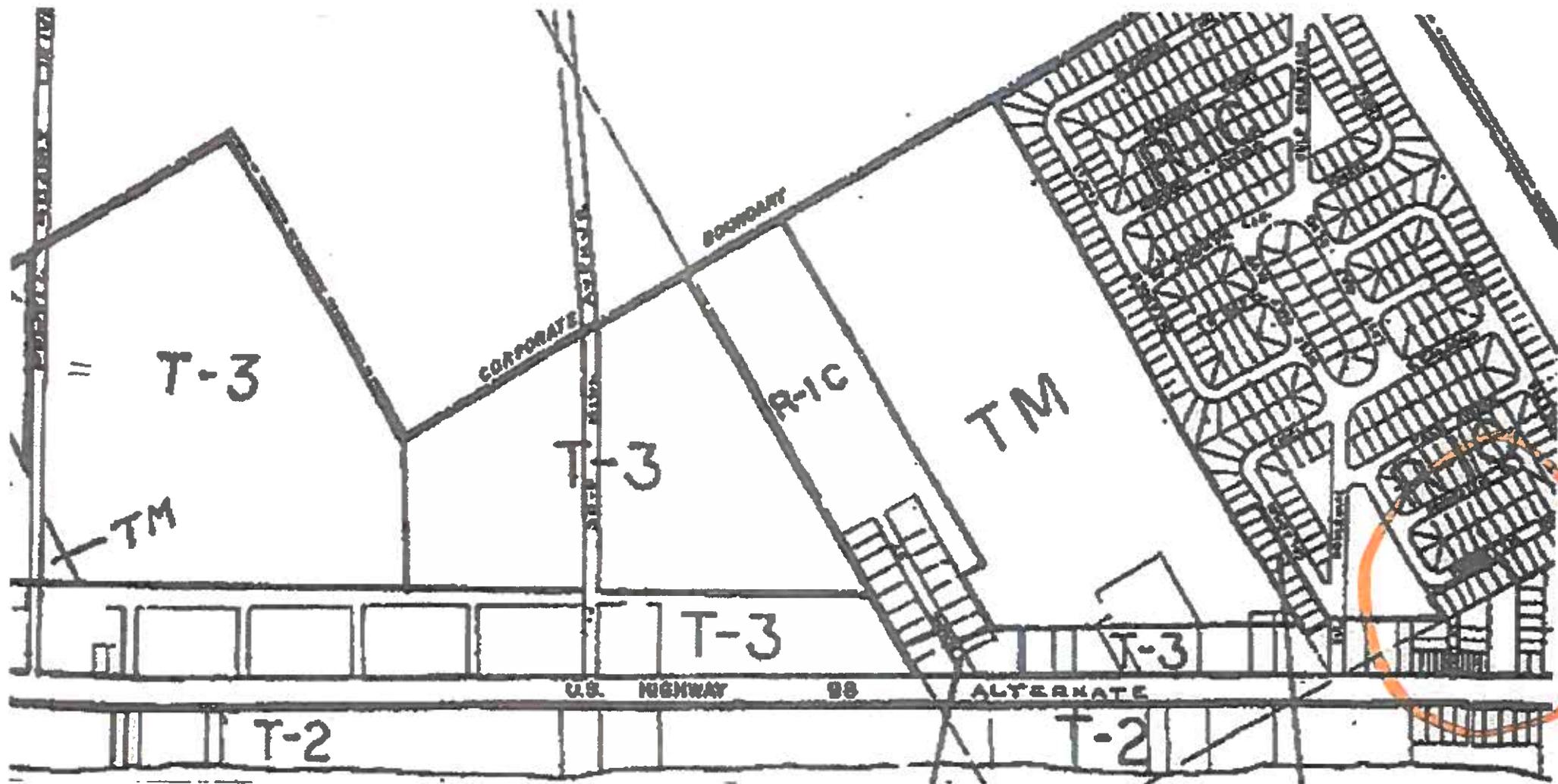
In the Civic Center Counsel Room, Panama City Beach, Florida.

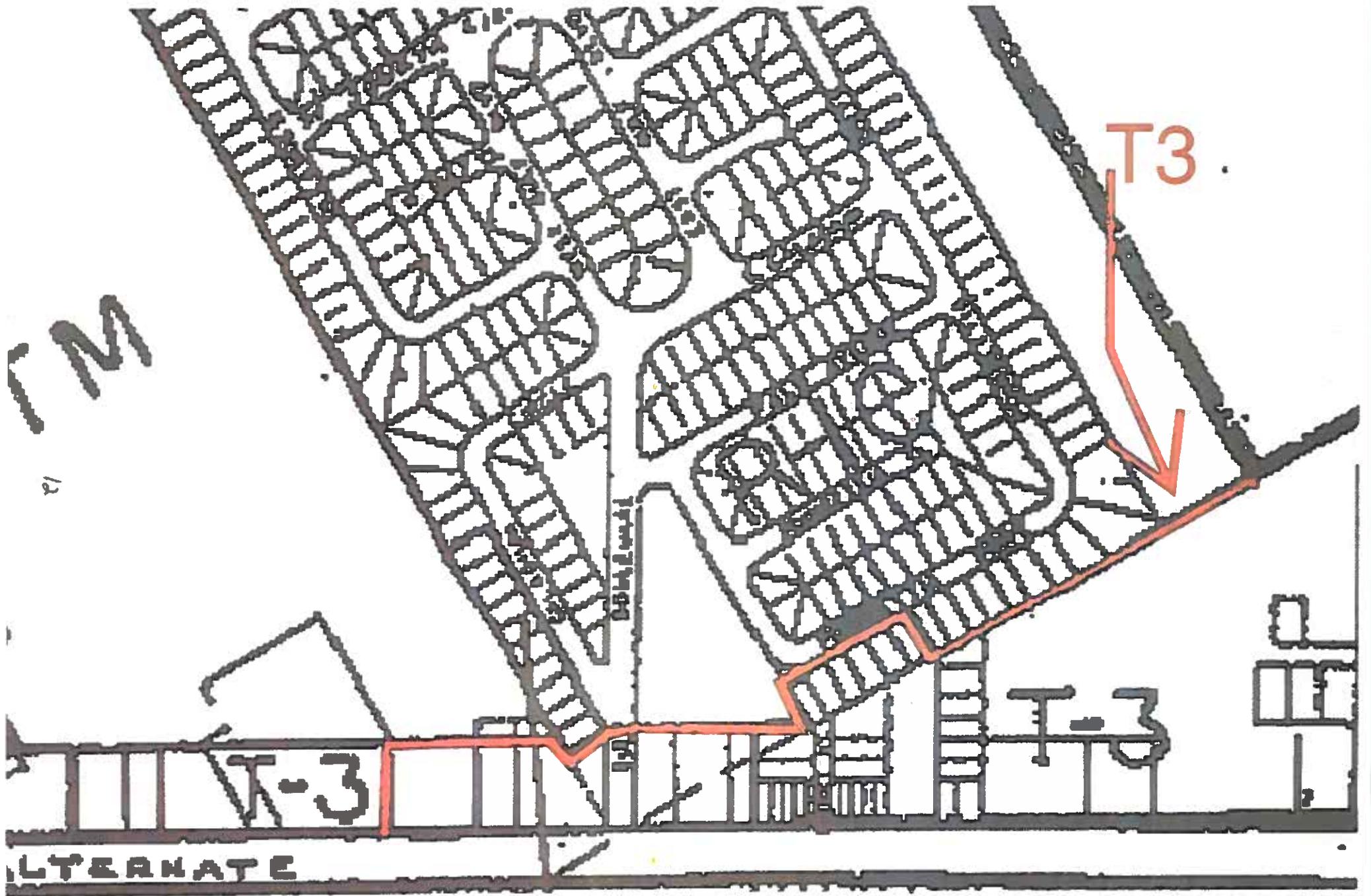
Roy Kingsmill
City Clerk

10



1977





M

12

T3

T-3

T-3

ALTERNATE

D-5

1988

**NOTICE OF PUBLIC HEARING TO CONSIDER
SMALL-SCALE FUTURE LAND USE MAP AMENDMENT
AND A REZONING REQUEST**

Notice is hereby given by the Planning Board of the City of Panama City Beach, Florida, that, having received an application from Alvin's Stores, Inc., it intends to consider a Small-Scale Future Land Use Map Amendment to Tourist and a Rezoning designation of CH (Commercial High Intensity), for properties located at 285 Poinsettia Drive and 283 Poinsettia Drive. The Planning Board will hold a public hearing to consider the request at the Board's regular meeting to be conducted at 1:00 P.M. on December 9, 2020 at City Hall Annex, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. A copy of the proposed request may be inspected at the office of the City Clerk at City Hall.

Further information on this item may be obtained from Andrea Chester or Charles Silky by calling 850-233-5100. All interested persons are invited to attend and present information for the City Council's consideration. Anyone not appearing in person may submit written comments to the City Clerk at any time prior to the stated meeting time at City Hall or by email to achester@pcbgo.com. The meeting will also be live-streamed on the City website www.pcbgo.com.

An appeal of the Planning Board's decision may be made to the City Council. If a person decides to appeal any decision made by the Planning Board with respect to any matter considered, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Any person requiring a special accommodation to participate in this proceeding because of a disability or physical impairment should contact Andrea Chester, at Building and Planning Department, 116 South Arnold Road, Panama City Beach, Florida, 32413 or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL
BY: TONY O'ROURKE, CITY MANAGER

**CITY OF PANAMA CITY BEACH
PLANNING BOARD MEETING MINUTES
December 9, 2020
MINUTES TO THE REGULAR MEETING**

The meeting was called to order by Chairman Wakstein at 1:00 p.m. and Ms. Chester was asked to call the roll. Members present were Mr. Scruggs, Mr. Johns, Mr. Hodges (arrived late) Mr. Morehouse, Ms. Simmons, and Chairman Wakstein. Member absent was Mr. Caron.

Mr. Scruggs led the Pledge of Allegiance.

ITEM NO. 3 Approval of the October 14, 2020 Planning Board Meeting Minutes

Chairman Wakstein asked if there were any comments or corrections to the meeting minutes. A motion was made by Mr. Scruggs to approve the meeting minutes and it was seconded by Mr. Johns. Ms. Chester was asked to call roll.

Mr. Johns	Yes	Mr. Scruggs	Yes
Ms. Simmons	Yes	Chairman Wakstein	Yes
Mr. Morehouse	Yes		

ITEM NO. 4 Public Comments – Non-Agenda Items - No public comment.

ITEM NO. 5 Alvin's Stores Inc. is requesting approval for a Small-Scale Plan Amendment and Rezoning Requests for a Future Land Use Map change from Single Family Residential to a Future Land Use designation to Tourist and a Rezoning from R-1c (Single Family Residential) to CH (Commercial High Intensity) for two parcels. The parcels are located at 285 Poinsettia Drive, approximately .573 acres and 283 Poinsettia Drive, approximately .229 acres.

Chairman Wakstein introduced the item and verified all the requirements of the application had been met. Ms. Chester was asked to call for the Jennings Act. Mr. Johns visited the property. Mr. Hodges, nothing to disclose. Ms. Simmons visited the property. Mr. Morehouse, nothing to disclose. Mr. Scruggs, nothing to disclose. Chairman Wakstein received email from Mr. Klomps and had visited the property.

Mr. Mike Burke, 16215 Panama City Beach Parkway, representative for Alvin's Island, Inc. Mr. Burke explained the history of these two parcels and the use of the one property has been a warehouse since 1979 as property records reflect. He explained his client was not aware of the rezoning to the property from the City and they were asking for the original zoning to be granted. Mr. Johns asked if there were any plans for the vacant lot at this time, Mr. Burke replied he was not aware of any other than a possible expansion of the retail space.

Chairman Wakstein asked for a staff report. Mr. Silky commented the rezoning from commercial to residential occurred sometime after 1988 for the parcel located at 285 Poinsettia Drive, but that the parcel located at 283 Poinsettia Drive has always been zoned residential. Mr. Silky commented all the maps reflecting this information is part of the staff report in the record and that staff supports the rezoning request for 285 Poinsettia Drive to commercial, but objects to the rezoning request for 283 Poinsettia Drive. Chairman Wakstein opened the meeting up for public comment.

Paul Turner, 407 Oleander Circle commented the neighbors had been fighting the commercial uses from entering the neighborhood for a long time. He stated the allowable uses in Commercial High Intensity zones would be detrimental and have a negative impact on everyone. Mr. Turner commented he understood and supported the request for 285 Poinsettia Drive where the warehouse was currently located.

Bobby Seay, 611 Poinsettia Court commented he was not opposed to the lot where the warehouse was located being rezoned as requested but did oppose the request for the vacant lot. Mr. Seay commented this would have a negative impact on the neighborhood.

Kurt Anderson, 217 Poinsettia Drive stated to allow commercial encroachment into the neighborhood would impact all Open Sands.

Tom Pickrell, 270 Poinsettia Drive commented he supported the request to rezone where the warehouse is currently located but did not support the vacant zoned single-family parcel. Mr. Pickrell stated the neighborhood currently endures large trucks in the neighborhood and this would only further the commercial encroachment into Open Sands.

Joyce Wolf, 242 Poinsettia Drive commented she was new to the neighborhood and appreciated businesses, but not the rezoning requests for the two parcels.

Larry Baxter, 238 Poinsettia Drive explained currently there are trucks that block Short Street and requested there be a fence be placed around the warehouse lot to limit the view of all the containers, etc.

Linda Woehrman, 259 Poinsettia Drive stated that granting the requests for rezoning would open doors for additional lots in the neighborhood to request the same and bring commercial into the neighborhood.

L.T. Smith, 261 Poinsettia Drive reiterated the sentiments of the neighborhood to not approve the requests and stated again how the trucks block Short Street.

Ms. Chester added there were two emails received, Ken Thompson, not in favor of the requests. Mr. Tom Klomps, email received by all board members, not in favor of the requests. Emails were added to the record. Chairman Wakstein closed the public portion of the meeting.

Mr. Burke commented the consensus from the public is the warehouse has always been present and commercial. He stated his client purchased as commercial and the intent was to always have them as commercial for use with Alvin's Island. He asked the board to consider the rezoning requests for both parcels.

Mr. Scruggs agreed the warehouse predates some of the current residents and should be rezoned to allow for the use, but did not agree with the undeveloped lot rezoning, should remain as R-1C. Mr. Johns also agreed. Mr. Hodges asked if the use of 285 Poinsettia Drive could always remain as a warehouse to be less intrusive on the neighbors and asked that a fence be required to shield the neighbors from the storage area. Mr. Morehouse asked if restrictions could be associated with the rezoning for the parcel. Ms. Simmons also agreed with the idea of conditions on the request and reiterated the buffering should meet the requirements of the LDC. Ms. Simmons asked if a lesser zoning could be granted. Discussion ensued.

Mr. Cole Davis explained this was a rezoning request and could not be tailor made into a different zoning. Mr. Leonard explained the use of the property was an accessory to the retail store, which was allowed in the commercial zones. He mentioned that a lesser zone, such as CM or CL also allows for an accessory use and would reflect the same on the Future Land Use map and the Comprehensive Plan of Tourist for all CL, CM or CH. Discussion ensued. Staff was given direction to address any nuisance or code violations that may be present on the property.

Mr. Hodges made a motion to approve a rezoning of CL (Commercial Low Intensity) for parcel located at 285 Poinsettia Drive and denied the rezoning request for parcel located at 283 Poinsettia Drive, it will remain as R-1c (Single Family Residential) and it was seconded by Mr. Scruggs. Ms. Chester was asked to call roll.

Mr. Johns	Yes	Mr. Morehouse	Yes
Mr. Hodges	Yes	Mr. Scruggs	Yes
Ms. Simmons	Yes	Chairman Wakstein	Yes

END Recommended to City Council for consideration.

END

ITEM NO. 6 Planned Unit Development Master Plan Recommendations - Discussion Continued

Mr. Leonard explained currently the submitted plan the board reviews is a "bubble plan" with general details for them to decide on the impact and public benefit of the development. Mr. Leonard recommends requiring more specific information, such as transportation impacts and environmental limitations (wetlands, flood zones, protected species, etc.) of a site for the board's consideration. Discussion ensued. Ms. Simmons mentioned if details of the composition of Open Space could be required, the current information is too general. The board agreed with requiring more information for Open Space. Mr. Leonard will bring specific language for Open Space requirements at the next meeting.

Mr. Hodges made a motion to approve the submitted changes to the requirements for Planned Unit Development Master Plan submittals with the addition of composition details for Open Space and it was seconded by Mr. Johns. Ms. Chester was asked to call roll.

REGULAR AGENDA
ITEM #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mel Leonard, Building & Planning

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

Consider first reading of the Ordinance rezoning property. If approved at first reading, staff will publish notice of a second reading and public hearing.

4. AGENDA:

REGULAR AGENDA

5. IS THIS ITEM BUDGETED

(IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: Economic Development

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

Alvin's Stores, Inc. is requesting a Future Land Use Map Small-Scale Plan Amendment (under 10 acres) from Single Family Residential to Tourist for 0.802 acres located at 283 and 285 Poinsettia Drive. The request also consists of a rezoning request from R-1C (Single Family Residential) to CH (Commercial - High Intensity). The Planning Board considered the requests at a properly advertised public hearing on December 9, 2020. After considering the applicant's presentation, comments from the public and the data and analysis report from City staff, the Planning Board voted (6 - 0) to recommend a lesser zoning of CL (Commercial- Low Intensity) for 285 Poinsettia Drive and a Denial of the request for 283 Poinsettia Drive. The decision includes a recommendation of approval of the requested Future Land Use Map designation of "Tourist" for 285 Poinsettia Drive but a denial of the Future Land Use Map request for 283 Poinsettia Drive.

The attached ordinance specifically addresses the rezoning of property located at 285 Poinsettia.

The Planning Board's recommendation is not binding on the Council. The City Council may approve or deny the Ordinance on first reading. The City's decision to approve or deny must be made based on a determination of whether the requested change is consistent with the currently applicable Comprehensive Growth Development Plan and will reasonably accomplish a legitimate public purpose.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

Ordinance 1545.Rezoning Ordinance.pdf

alvins_rezoning (1).pptx

Alvins_Planning_Board_Order_Staff_Report_Application.pdf

Alvins_Planning_Board_Minutes.pdf

ORDINANCE NO 1545

AN ORDINANCE REZONING FROM SINGLE FAMILY RESIDENTIAL (R1c) TO COMMERCIAL HIGH INTENSITY (CH) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 0.573 ACRES; LOCATED AT 285 POINSETTIA DRIVE, PARCEL ID 33962-000-000, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, Alvin's Stores Inc, the owner of real property designated herein, has initiated this ordinance by filing a petition praying that said real property, being more particularly described below, be rezoned from Single Family Residential (R1c) to Commercial High Intensity (CH); and

WHEREAS, this ordinance changes only the zoning map designation of the real property described herein; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on December 9, 2020, and recommended denial of the request but instead recommended that the parcel be rezoned to Commercial Light Intensity (CL); and

WHEREAS, after consideration of evidence adduced in a properly advertised public hearing conducted on _____, 2021, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

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

SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is rezoned from Single Family Residential (R1c) to Commercial High Intensity (CH), to wit,

LOTS 2 THROUGH 6, BLOCK K, OPEN SANDS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 67, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

and the City's Zoning Map is amended accordingly.

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

SECTION 3. This ordinance shall take effect immediately upon passage, and the land use changes approved herein shall take effect upon, and only upon, adoption by the City Council of Ordinance 1544 adopting a comprehensive plan amendment respecting the lands which are the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

PASSED, APPROVED and ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2021.

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____, 2021.

Mark Sheldon, Mayor

PUBLISHED in the Panama City News-Herald on the _____ day of _____, 2021.

POSTED on pcbgov.com on the _____ day of _____, 2021.

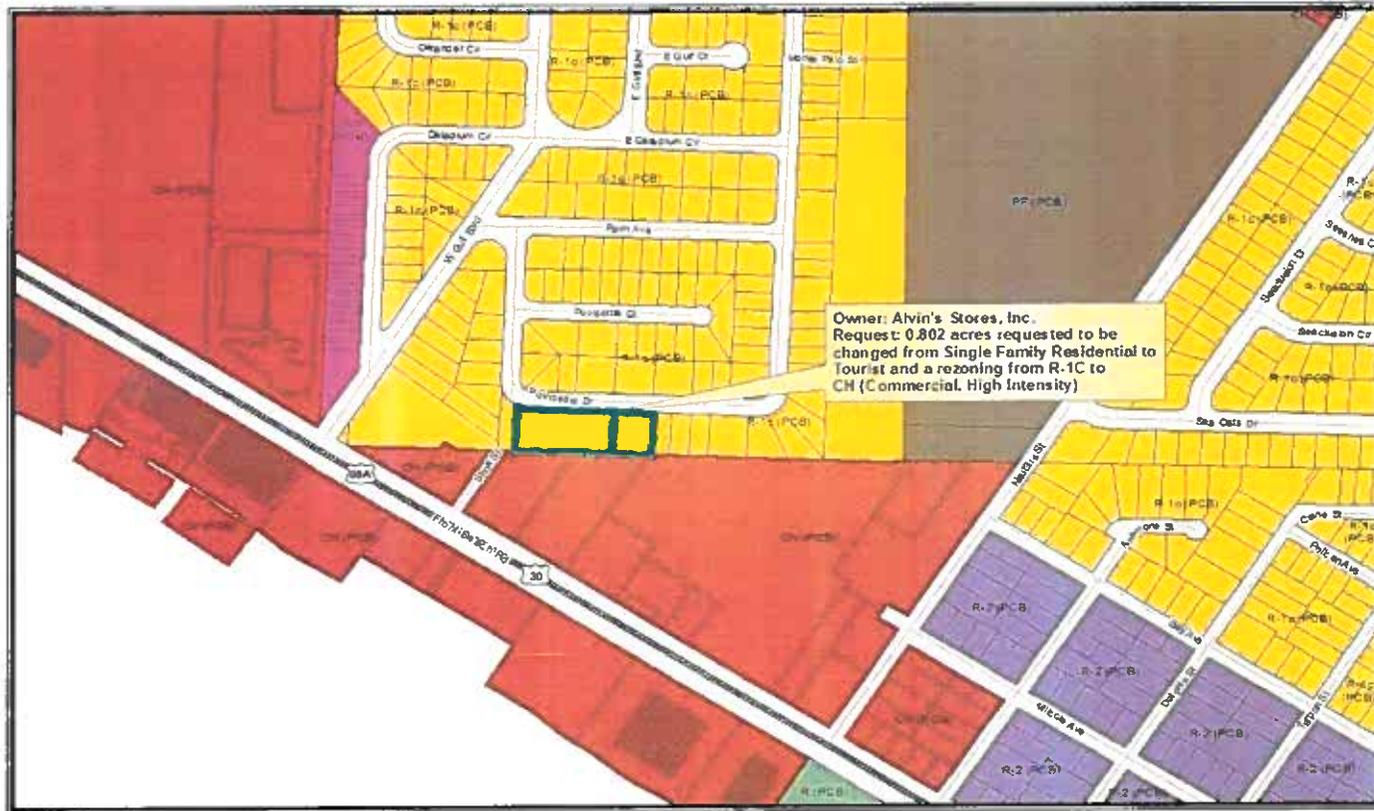
Lynne Fasone, City Clerk

▶ **Alvin's Stores**

- ▶ Future Land Use Map Amendment request from Single Family Residential to Tourist and a Rezoning Request from R-1C (Single Family Residential) to CH (Commercial - High Intensity)



Alvin's Stores Request



0 100 200 400 600 800 Feet



Prepared by The City of Panama City Beach Planning Department

Alvin's Stores Request



0 100 200 400 600 800 Feet



Prepared by The
City of Panama City Beach
Planning Department

MEMORANDUM

TO: Amy Myers, City Attorney

FROM: Mel Leonard, Director
Building and Planning Department

DATE: December 16, 2020

RE: Alvin's Stores, Inc. is requesting a rezoning from Single Family Residential (R-1c) to Commercial High Intensity (CH) for approximately .573 acres and .229 acres. A Small-Scale Plan Amendment from Single Family Residential to Tourist is also requested. Parcel Numbers 33962-000-00 and 33963-000-000.

Alvin's Stores Inc. requested a rezoning and a plan amendment for the above referenced properties. The Planning Board considered the requests at a properly advertised public hearing on December 9, 2020.

After considering the applicant's presentation, comments from the public, and the data analysis report from City staff, the Planning Board voted (6-0) to recommend a lesser zoning of **CL (Commercial Low Intensity) for 285 Poinsettia Drive and a Denial of the request for 283 Poinsettia Drive, recommending it remain R-1c (Single Family Residential).**

REZONING TRANSMITTAL SHEET
City of Panama City Beach

TO: Amy Myers, City Attorney

DATE: December 16, 2020

- (1) **Name of Applicant:** Alvin's Stores Inc.
- (2) **Request:** A rezoning from Single Family Residential (R-1c) to Commercial High Intensity (CH), Small-Scale Amendment to change the Future Land Use Map Designation from Single Family Residential to Tourist for approximately .573 acres located at 285 Poinsettia Drive and for approximately .229 acres located at 283 Poinsettia Drive.

Zoning: Single Family Residential (R-1c) to Commercial High Intensity (CH)

- (3) **Planning Board Action Date:** December 9, 2020
- (4) **Council Action Date:** TBA
Restrictions or Special Conditions: N/A
- (5) **Applicant to pay costs and fees:** Yes X No
- (6) **Legal Description to be copied from:** Survey to be provided.
(Deed, Survey, etc., please indicate.)
- (7) **Name and Address of Property Owner according to most recent ad valorem tax records:** Please see attached legal description.

PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH

IN RE: Request for a Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist, a Rezoning from R-1c to CH for 285 Poinsettia Dr. Parcel Id# 33962-000-000 (.573 acres) and 283 Poinsettia Dr. Parcel Id# 33963-000-000 (.229 acres)

Submitted by: Alvin's Stores Inc.

ORDER

THE PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial/Legislative Hearing held on this matter on December 9, 2020 for a Small-Scale Plan Amendment to change the Future Land Use Map from, Single Family Residential to Tourist, a Rezoning from R-1c to CH, makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Planning Department Staff delivered information to the Planning Board that recommended approval of 285 Poinsettia Dr. but recommended denial of 283 Poinsettia Dr.
2. The Planning Board listened to the applicant's request and recommended approval of the Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist and a Rezoning from R-1c to CL rather than the requested CH for 285 Poinsettia Dr. Parcel Id# 33962-000-000 with a 6-0 decision.

The Planning Board listened to the applicant's request and recommended denial of the Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist and a Rezoning from R-1c to CH for 283 Poinsettia Dr. Parcel Id# 33963-000-000 with a 6-0 decision.

CONCLUSIONS OF LAW

- 3. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A) and (C), 10.04.03, 10.04.04 and 10.07.02 of the City's Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial /Legislative hearing on these matters and make a recommendation to the City Council on whether the request should be granted by adoption of ordinances.

- 4. The request is consistent with the City's Comprehensive Plan.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject rezoning / Small Scale amendment for Parcel Id# 33962-000-000 is hereby recommended for **APPROVAL** and accordingly, the associated Ordinance should be **ADOPTED**. In addition, the subject rezoning / Small Scale amendment for Parcel Id# 33963-000-000 is hereby recommended for **DENIAL**.

If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this 16 day of December, 2020.

Josh Wakstein, Chairman

JOSH WAKSTEIN, CHAIRMAN

ATTEST:



CHARLES SILKY, SENIOR PLANNER

Signature: 
Josh Wakstein, Chairman (Dec 16, 2020 17:07 CST)

Email: jwakstein@pcb.gov

DATA AND ANALYSIS

- I. APPLICANT:** Alvin's Stores Inc.
- II. PROJECT LOCATION:** 285 Poinsettia Dr. Parcel Id# 33962-000-000 (.573 acres) and 283 Poinsettia Dr. Parcel Id# 33963-000-000 (.229 acres).
- III. REQUEST:** This request is for a Small Scale Plan Amendment and Rezoning. The applicant is requesting a Future Land Use Map change from Single Family Residential Future Land Use designation to Tourist and a Rezoning from R-1c to CH for the subject parcels.
- IV. REASON FOR REQUEST:** The owners were unaware the property was rezoned and are now seeking to have that corrected to match the historic use of the property since 1979 as a warehouse.
- VI. SITE EVALUATION:**
- A. IMPACT ON PUBLIC FACILITIES:**
1. Transportation Facilities:

The western most parcel has and is expected to continue to be used as a warehouse with traffic generation levels to remain the same. If the site were redeveloped, a Development Order with an accompanying traffic study will be required.
 2. Sewer:

The City wastewater treatment plant (WWTP) provides Advanced Wastewater Treatment (AWT) quality effluent, with an accompanying wetlands effluent discharge system in a 2,900-acre facility containing 2,000 acres of receiving wetlands. Currently, the operating permit allows 14 mgd maximum monthly average (10 mgd annual average) treatment and disposal capacity. Monthly average plant flows for January 1, 2019 through December 31, 2019 ranged from 4.4 mgd to 10.3 mgd on a monthly average. In addition, the City's reclaimed water system has been in operation since 2006 and provided between 1.5 and 3.3 mgd of irrigation

water per month in the last fiscal year, depending on the time of year and demands, to residential and commercial areas of the City.

Based on previous historic growth rates of wastewater generation, it is anticipated that there will be a 4% yearly growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City has planned for facilities to be upgraded to coincide with the increased demand.

3. Potable Water:

The City has a franchise from Bay County authorizing the City to provide water service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The City utility system also purchases 100% of its potable water from Bay County via contract. The term of the agreement is through 2042 and states that 26.4 million gallons per day (mgd) will be available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year up to 33.79 mgd in 2020. The City receives the treated County water via two delivery points at bridges crossing St. Andrew Bay and West Bay. That water is stored and re-pumped on demand to meet the City's water needs. The City's current available pumping and transmission capacity is approximately 37.8 mgd. The contract with the County has been designed to increase capacity by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has two (2) - 7 million gallon storage tanks at its West Bay storage and pumping facility, and 2, 4 and 5 million gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which gives the City an additional 25 million gallons of working reserve for peak season and fire flow demand.

Daily water demand for January 1, 2018 through December 31, 2019 ranged from 9.2 mgd to 15.7 mgd on a monthly average, with an annual average of 12.1 mgd. The maximum single-day demand was 18.5 mgd. The County's projected available capacity to supply potable water to the City in 2019 was to be 28.4 mgd, which leaves an excess monthly average capacity ranging from 19.2 mgd to 12.7 mgd with an annual average excess of 16.3 mgd. The excess on the single-day maximum is expected to be 10.8 mgd.

The City has also implemented a reclaimed water system that makes highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaim system, it is estimated that the 20% of total potable water

consumption previously used by similar developments will be replaced by reclaimed water in these new subdivisions.

B. SITE SUITABILITY:

1. Wetlands: According to information supplied by Bay County GIS there are no wetlands located on the subject site.
2. Plant and Wildlife Resources: Information regarding natural resources is based on information from the Florida Natural Areas Inventory "FNAI", which is a non-profit organization administered by The Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity.

According to information supplied by FNAI, there are no threatened or endangered species located on the subject site.

3. Flood Zones:

According to information supplied by FEMA, the site is located in Flood Zone X, which is defined as an area determined to be located outside of the 100 and 500-year floodplains.

C. COMPATABILITY WITH SURROUNDING LAND USES:

Compatibility is generally defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

The current use of the site as a warehouse is generally considered an incompatible use without the implementation of lighting controls and buffering.

CONCLUSION:

It appears one of the subject parcels, the western most parcel; Id# 33962-000-000 was rezoned from commercial to residential sometime after 1988. However, staff has concluded that the eastern most parcel, Id# 33963-000-000 has always been Residential. See the attached zoning maps from 1977, 1988 and 2020 with delineated boundaries.

Staff proposes the Planning Board recommend the requested Future Land Use Map change of the westernmost parcel, Id# 33962-000-000 from Single Family Residential Future Land Use designation to Tourist and a Rezoning from R-1c to CH. In addition, there is no evidence or compelling reason to support the requested change and rezoning of the eastern most parcel, Id #33963-000-000, staff recommends denial of this portion of the request.



CITY OF PANAMA CITY BEACH
Building and Planning Department
 116 S. Arnold Road, Panama City Beach, FL 32413
 850-233-5054. ext. 2313 Fax: 850-233-5049
 Email: achester@pcb.gov

REQUEST FOR ZONING or REZONING – Section 10.02.10

Applicant: Alvin's Stores Inc
 Name(s): _____
 Address: 10800 NW 106th St Suite #6
 City: Medley State: FL Telephone: _____ Fax: _____
 Email: drorlevy@marcodestin.net

Name of Acting Agent: Burke & Blue
 Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Parcel Number of Property for Zoning or Rezoning: 33962-000-000 & 33963-000-000
 (Information from Property Appraiser's Office)

Address/Location of Property for Zoning or Rezoning: 285 Poinsettia Dr & 283 Poinsettia Dr

Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of ten (10) copies.

Small Scale Amendment: \$1500.00 Large Scale Amendment: \$2100.00 Date Collected _____
 If a plan amendment is necessary, please provide an analysis of the consistency of the proposed amendment with all requirements of the Comprehensive Plan and LDC.

The procedure for review of application is found in Sections 10.02.01 and 10.02.10 of the LDC.
Basic Submittal Requirements - LDC Section 10.02.02

Name: Alvin's Stores Inc
 Address: 10800 NW 106th St Suite #6 Email Address: _____
 City: Medley State: FL Telephone: _____ Fax: _____
 Date of Preparation: 05/12/2020 Date(s) of any modifications: _____

Legal Description: (Consistent with the Required Survey) _____

A vicinity map showing the location of the property.

Present Zoning Designation: R-1c Requested Zoning Designation: CH Future Land Use Map: TD

Deed Restrictions or Private Covenants apply to this property: Yes (Please submit a copy) No

Applicant's Signature(s):

Dror Levy

Print Name of Applicant

Dror Levy
Signature

Date: 10/4/2020

Print Name of Applicant

Signature

Date: _____

FEES:

Rezoning Application Fee: \$900.00

Small Scale Amendment Fee: \$1500.00 Includes the rezoning fee.

Large Scale Amendment Fee: \$2100.00 Includes the rezoning fee.

Date Collected: _____

**CITY OF PANAMA CITY BEACH
PUBLIC NOTICE OF SMALL-SCALE AMENDMENT AND
REZONING REQUEST**

The City of Panama City Beach Planning Board will consider the following request:

APPLICANT: Alvin Stores, Inc.

ADDRESS/LOCATION: 285 Poinsettia Drive & 283 Poinsettia Drive
Panama City Beach, FL Panama City Beach, FL
33962-000-000 33963-000-000

This is being requested because, the properties have been used as a warehouse
for the Alvin's Island store at 14520 Front Beach Road since at least 1979
and was zoned appropriately until a City initiated zoning change in 2012.

The owners were unaware that the property had been rezoned and are now
seeking to have that corrected to match the historical use of the property.

MEETING INFORMATION:

Date: December 9, 2020

Time: 1:00 p.m.

Place: City Council Meeting Room
17007 Panama City Beach Parkway
Panama City Beach

The applicant for this rezoning request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5100, ext. 2313.



Legend

- PCB, Parcels
- Major Road
- Minor Road

Zoning_PCB

Panama City Beach Zoning

- Commercial - Low Intensity (CL)
- Commercial - Medium Intensity (CM)
- Single Family, High Density Manufactured Home (R-1c-T)
- Single Family, Low Density (R-1a)
- Single Family, Medium Density (R-1b)
- Planned Unit Development (PUD)
- Single Family, High Density (R-1c)
- Residential - Zero Lot Line (RO)
- Light Industry (M-1)
- Recreation (R)
- Conservation (C)
- Agricultural and Rural Residential (AR)
- Townhouse (RTH)
- Limited Multi-family (R-2)
- Unlimited Multi-family (R-3)
- Commercial - High Intensity (CH)
- Public Facilities (PF)

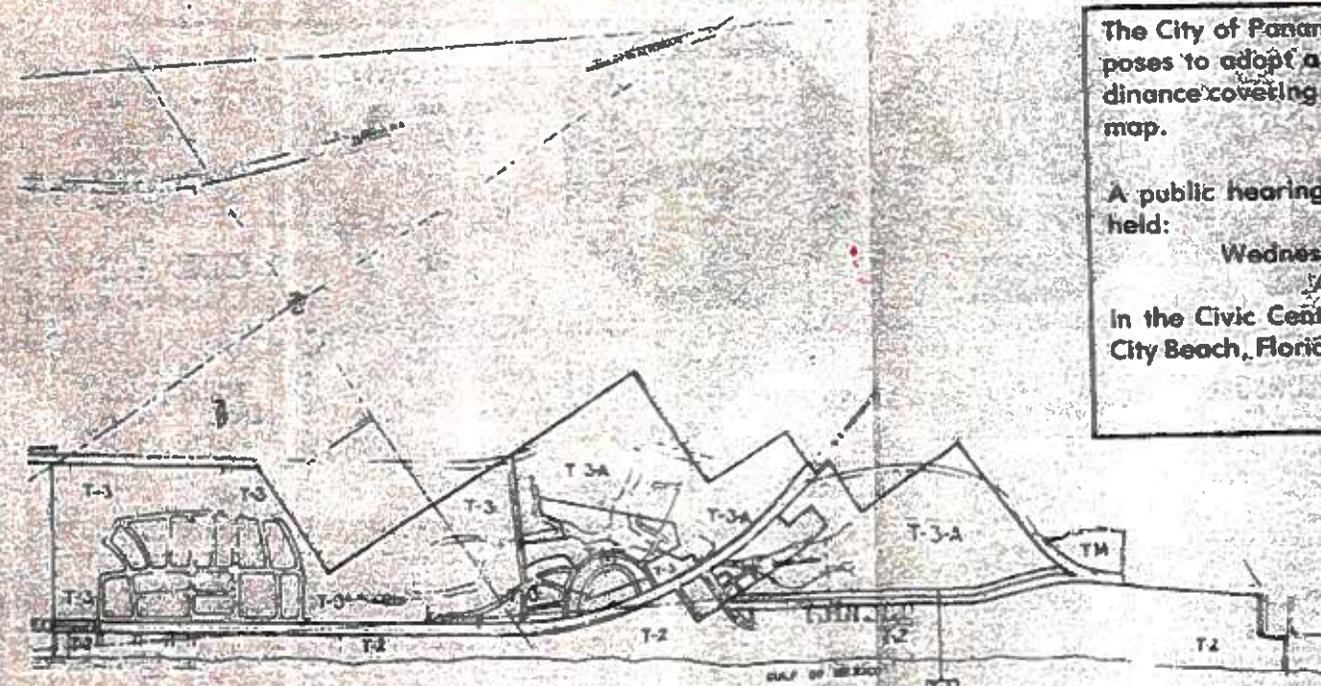


Prepared by The
City of Panama City Beach
Planning Department

2020



CENTER SECTION



EAST SECTION

The City of Panama City Beach, Florida proposes to adopt a comprehensive zoning ordinance covering the land area shown in this map.

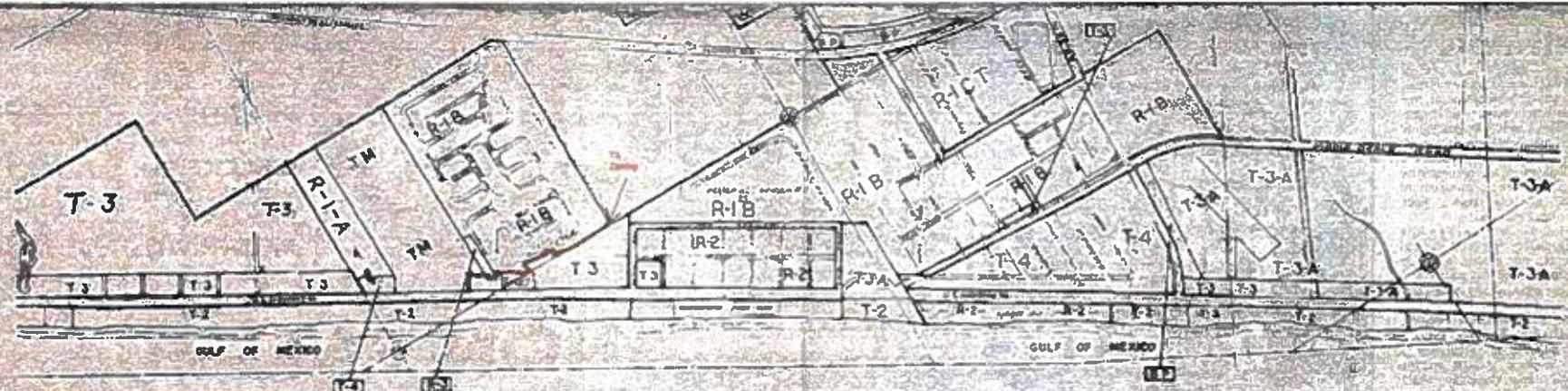
A public hearing on the ordinance will be held:

Wednesday April 27, 1977
At 5:05 P.M.

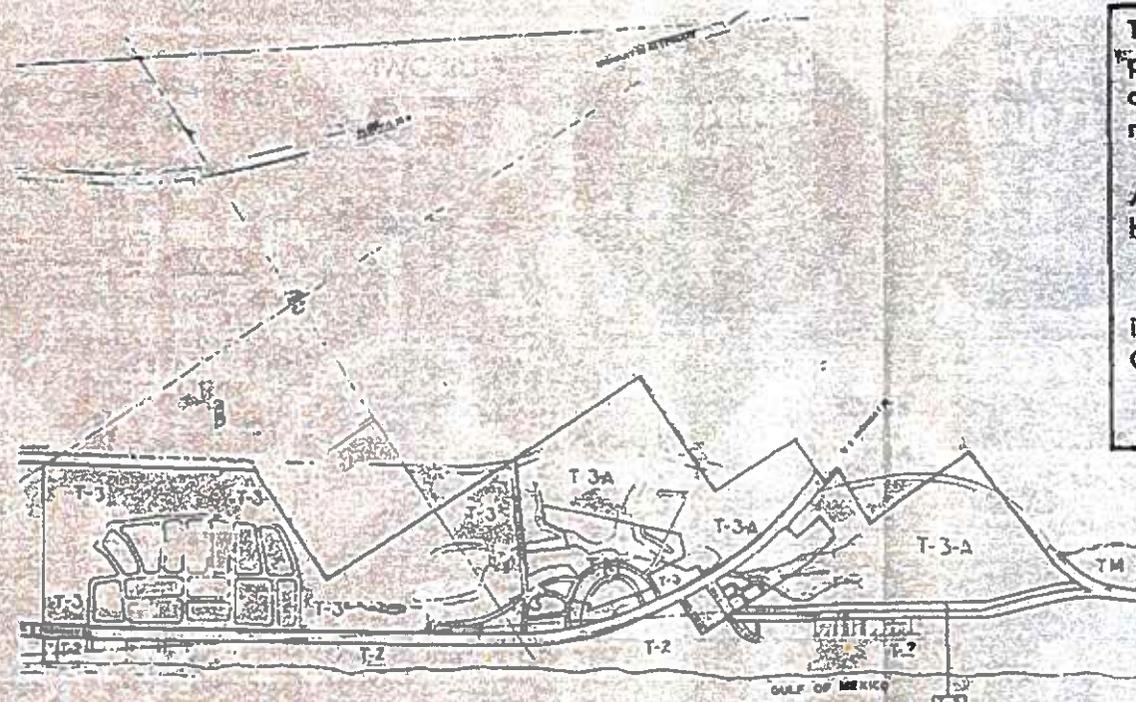
In the Civic Center Counsel Room, Panama City Beach, Florida.

Roy Kingsmill
City Clerk

6



CENTER SECTION



EAST SECTION

The City of Panama City Beach, Florida proposes to adopt a comprehensive zoning ordinance covering the land area shown in this map.

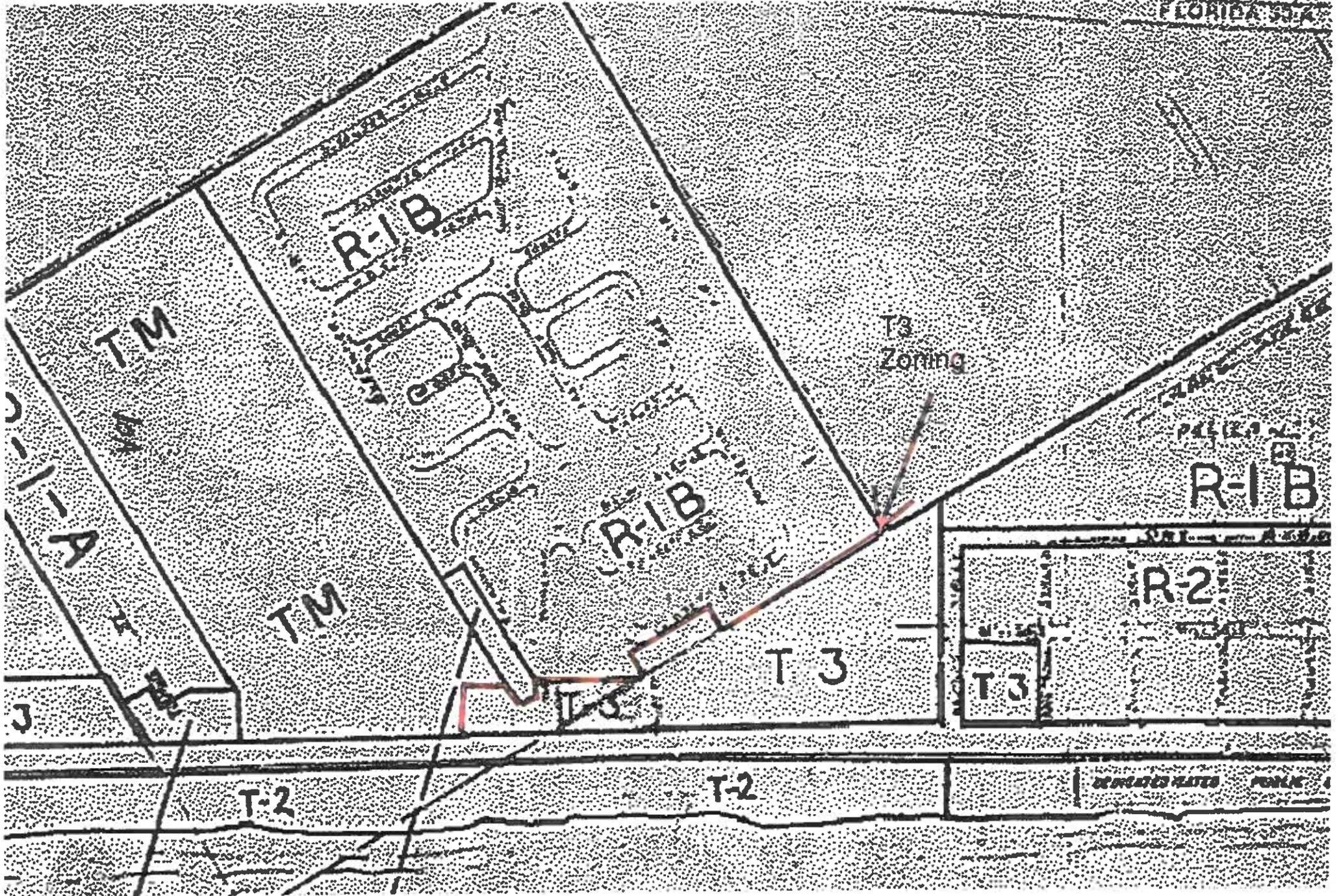
A public hearing on the ordinance will be held:

Wednesday April 27, 1977
At 5:05 P.M.

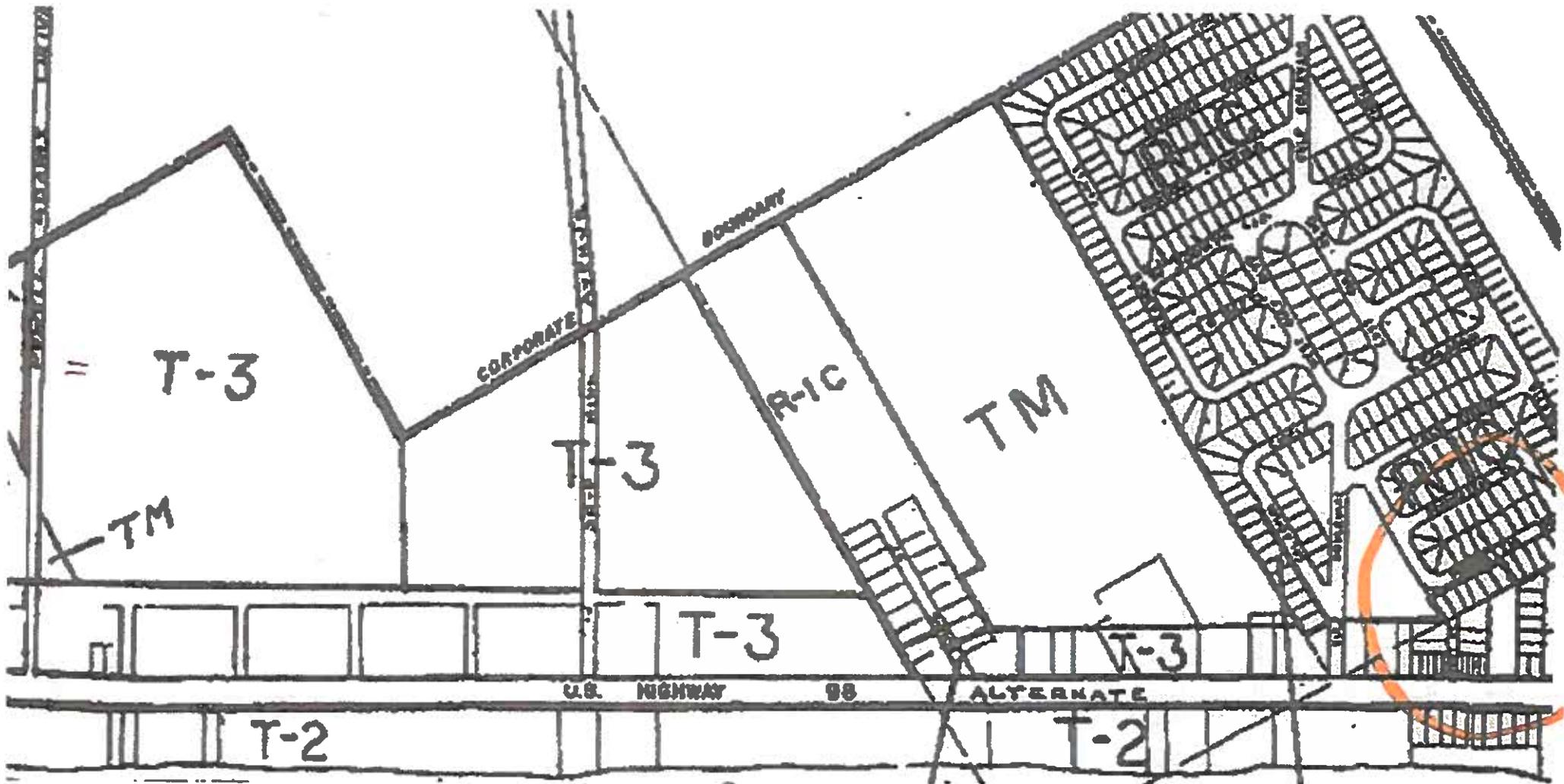
in the Civic Center Counsel Room, Panama City Beach, Florida.

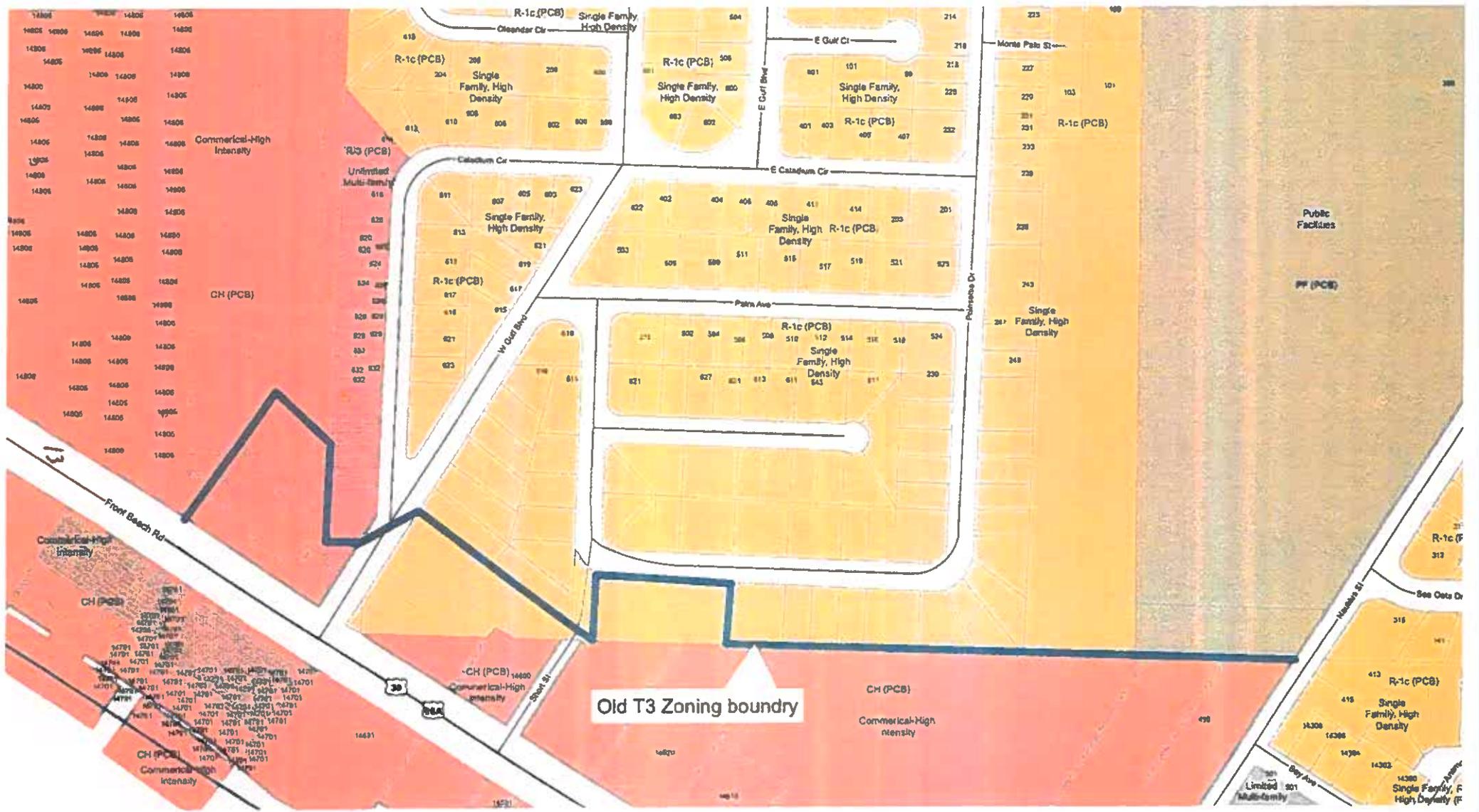
Roy Kingsmill
City Clerk

10



1977





Old T3 Zoning boundry

2020

**NOTICE OF PUBLIC HEARING TO CONSIDER
SMALL-SCALE FUTURE LAND USE MAP AMENDMENT
AND A REZONING REQUEST**

Notice is hereby given by the Planning Board of the City of Panama City Beach, Florida, that, having received an application from Alvin's Stores, Inc., it intends to consider a Small-Scale Future Land Use Map Amendment to Tourist and a Rezoning designation of CH (Commercial High Intensity), for properties located at 285 Poinsettia Drive and 283 Poinsettia Drive. The Planning Board will hold a public hearing to consider the request at the Board's regular meeting to be conducted at 1:00 P.M. on December 9, 2020 at City Hall Annex, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. A copy of the proposed request may be inspected at the office of the City Clerk at City Hall.

Further information on this item may be obtained from Andrea Chester or Charles Silky by calling 850-233-5100. All interested persons are invited to attend and present information for the City Council's consideration. Anyone not appearing in person may submit written comments to the City Clerk at any time prior to the stated meeting time at City Hall or by email to achester@pcbgov.com. The meeting will also be live-streamed on the City website www.pcbgov.com.

An appeal of the Planning Board's decision may be made to the City Council. If a person decides to appeal any decision made by the Planning Board with respect to any matter considered, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Any person requiring a special accommodation to participate in this proceeding because of a disability or physical impairment should contact Andrea Chester, at Building and Planning Department, 116 South Arnold Road, Panama City Beach, Florida, 32413 or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL
BY: TONY O'ROURKE, CITY MANAGER

**CITY OF PANAMA CITY BEACH
PLANNING BOARD MEETING MINUTES
December 9, 2020
MINUTES TO THE REGULAR MEETING**

The meeting was called to order by Chairman Wakstein at 1:00 p.m. and Ms. Chester was asked to call the roll. Members present were Mr. Scruggs, Mr. Johns, Mr. Hodges (arrived late) Mr. Morehouse, Ms. Simmons, and Chairman Wakstein. Member absent was Mr. Caron.

Mr. Scruggs led the Pledge of Allegiance.

ITEM NO. 3 Approval of the October 14, 2020 Planning Board Meeting Minutes

Chairman Wakstein asked if there were any comments or corrections to the meeting minutes. A motion was made by Mr. Scruggs to approve the meeting minutes and it was seconded by Mr. Johns. Ms. Chester was asked to call roll.

Mr. Johns	Yes	Mr. Scruggs	Yes
Ms. Simmons	Yes	Chairman Wakstein	Yes
Mr. Morehouse	Yes		

ITEM NO. 4 Public Comments – Non-Agenda Items - No public comment.

ITEM NO. 5 Alvin's Stores Inc. is requesting approval for a Small-Scale Plan Amendment and Rezoning Requests for a Future Land Use Map change from Single Family Residential to a Future Land Use designation to Tourist and a Rezoning from R-1c (Single Family Residential) to CH (Commercial High Intensity) for two parcels. The parcels are located at 285 Poinsettia Drive, approximately .573 acres and 283 Poinsettia Drive, approximately .229 acres.

Chairman Wakstein introduced the item and verified all the requirements of the application had been met. Ms. Chester was asked to call for the Jennings Act. Mr. Johns visited the property. Mr. Hodges, nothing to disclose. Ms. Simmons visited the property. Mr. Morehouse, nothing to disclose. Mr. Scruggs, nothing to disclose. Chairman Wakstein received email from Mr. Klomps and had visited the property.

Mr. Mike Burke, 16215 Panama City Beach Parkway, representative for Alvin's Island, Inc. Mr. Burke explained the history of these two parcels and the use of the one property has been a warehouse since 1979 as property records reflect. He explained his client was not aware of the rezoning to the property from the City and they were asking for the original zoning to be granted. Mr. Johns asked if there were any plans for the vacant lot at this time, Mr. Burke replied he was not aware of any other than a possible expansion of the retail space.

Chairman Wakstein asked for a staff report. Mr. Silky commented the rezoning from commercial to residential occurred sometime after 1988 for the parcel located at 285 Poinsettia Drive, but that the parcel located at 283 Poinsettia Drive has always been zoned residential. Mr. Silky commented all the maps reflecting this information is part of the staff report in the record and that staff supports the rezoning request for 285 Poinsettia Drive to commercial, but objects to the rezoning request for 283 Poinsettia Drive. Chairman Wakstein opened the meeting up for public comment.

Paul Turner, 407 Oleander Circle commented the neighbors had been fighting the commercial uses from entering the neighborhood for a long time. He stated the allowable uses in Commercial High Intensity zones would be detrimental and have a negative impact on everyone. Mr. Turner commented he understood and supported the request for 285 Poinsettia Drive where the warehouse was currently located.

Bobby Seay, 611 Poinsettia Court commented he was not opposed to the lot where the warehouse was located being rezoned as requested but did oppose the request for the vacant lot. Mr. Seay commented this would have a negative impact on the neighborhood.

Kurt Anderson, 217 Poinsettia Drive stated to allow commercial encroachment into the neighborhood would impact all Open Sands.

Tom Pickrell, 270 Poinsettia Drive commented he supported the request to rezone where the warehouse is currently located but did not support the vacant zoned single-family parcel. Mr. Pickrell stated the neighborhood currently endures large trucks in the neighborhood and this would only further the commercial encroachment into Open Sands.

Joyce Wolf, 242 Poinsettia Drive commented she was new to the neighborhood and appreciated businesses, but not the rezoning requests for the two parcels.

Larry Baxter, 238 Poinsettia Drive explained currently there are trucks that block Short Street and requested there be a fence be placed around the warehouse lot to limit the view of all the containers, etc.

Linda Woehrman, 259 Poinsettia Drive stated that granting the requests for rezoning would open doors for additional lots in the neighborhood to request the same and bring commercial into the neighborhood.

L.T. Smith, 261 Poinsettia Drive reiterated the sentiments of the neighborhood to not approve the requests and stated again how the trucks block Short Street.

Ms. Chester added there were two emails received, Ken Thompson, not in favor of the requests. Mr. Tom Klomps, email received by all board members, not in favor of the requests. Emails were added to the record. Chairman Wakstein closed the public portion of the meeting.

Mr. Burke commented the consensus from the public is the warehouse has always been present and commercial. He stated his client purchased as commercial and the intent was to always have them as commercial for use with Alvin's Island. He asked the board to consider the rezoning requests for both parcels.

Mr. Scruggs agreed the warehouse predates some of the current residents and should be rezoned to allow for the use, but did not agree with the undeveloped lot rezoning, should remain as R-1C. Mr. Johns also agreed. Mr. Hodges asked if the use of 285 Poinsettia Drive could always remain as a warehouse to be less intrusive on the neighbors and asked that a fence be required to shield the neighbors from the storage area. Mr. Morehouse asked if restrictions could be associated with the rezoning for the parcel. Ms. Simmons also agreed with the idea of conditions on the request and reiterated the buffering should meet the requirements of the LDC. Ms. Simmons asked if a lesser zoning could be granted. Discussion ensued.

Mr. Cole Davis explained this was a rezoning request and could not be tailor made into a different zoning. Mr. Leonard explained the use of the property was an accessory to the retail store, which was allowed in the commercial zones. He mentioned that a lesser zone, such as CM or CL also allows for an accessory use and would reflect the same on the Future Land Use map and the Comprehensive Plan of Tourist for all CL, CM or CH. Discussion ensued. Staff was given direction to address any nuisance or code violations that may be present on the property.

Mr. Hodges made a motion to approve a rezoning of CL (Commercial Low Intensity) for parcel located at 285 Poinsettia Drive and denied the rezoning request for parcel located at 283 Poinsettia Drive, it will remain as R-1c (Single Family Residential) and it was seconded by Mr. Scruggs. Ms. Chester was asked to call roll.

Mr. Johns	Yes	Mr. Morehouse	Yes
Mr. Hodges	Yes	Mr. Scruggs	Yes
Ms. Simmons	Yes	Chairman Wakstein	Yes

END Recommended to City Council for consideration.

END

ITEM NO. 6 Planned Unit Development Master Plan Recommendations - Discussion Continued

Mr. Leonard explained currently the submitted plan the board reviews is a "bubble plan" with general details for them to decide on the impact and public benefit of the development. Mr. Leonard recommends requiring more specific information, such as transportation impacts and environmental limitations (wetlands, flood zones, protected species, etc.) of a site for the board's consideration. Discussion ensued. Ms. Simmons mentioned if details of the composition of Open Space could be required, the current information is too general. The board agreed with requiring more information for Open Space. Mr. Leonard will bring specific language for Open Space requirements at the next meeting.

Mr. Hodges made a motion to approve the submitted changes to the requirements for Planned Unit Development Master Plan submittals with the addition of composition details for Open Space and it was seconded by Mr. Johns. Ms. Chester was asked to call roll.

REGULAR AGENDA

ITEM #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mel Leonard, Building & Planning

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

Consider first reading of Ordinance 1553. If approved, staff will publish notice of second reading and public hearing.

4. AGENDA:

REGULAR AGENDA

5. IS THIS ITEM BUDGETED

(IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Alvin's Stores, Inc. is requesting a Future Land Use Map Small-Scale Plan Amendment (under 10 acres) from Single Family Residential to Tourist for 0.802 acres located at 283 and 285 Poinsettia Drive. The request also consists of a rezoning request from R-1C (Single Family Residential) to CH (Commercial - High Intensity). The Planning Board considered the requests at a properly advertised public hearing on December 9, 2020. After considering the applicant's presentation, comments from the public and the data and analysis report from City staff, the Planning Board voted (6 - 0) to recommend a lesser zoning of CL (Commercial- Low Intensity) for 285 Poinsettia Drive and a Denial of the request for 283 Poinsettia Drive. The decision includes a recommendation of approval of the requested Future Land Use Map designation of "Tourist" for 285 Poinsettia Drive but a denial of the Future Land Use Map request for 283 Poinsettia Drive.

The attached ordinance specifically addresses the FLUM for 283 Poinsettia Drive.

Alvin's Stores Inc has submitted an application requesting an amendment to the Comprehensive Plan. The Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on December 9, 2020, and recommended denial of the request by a vote of 6-0.

The Planning Board's recommendation is not binding on the Council. The City Council may approve or deny the Ordinance on first reading. If the Council rejects the Ordinance at first reading, the Council will not need to consider Ordinance 1554 to rezone the parcel.

[Ordinance 1553, Small Scale Comp Plan.pdf](#)
[alvins_rezoning \(1\).pptx](#)
[Alvins_Planning_Board_Order_Staff_Report_Application.pdf](#)
[Alvins_Planning_Board_Minutes.pdf](#)

ORDINANCE NO. 1553

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS "THE 2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; ACTING UPON THE APPLICATION OF ALVIN'S STORES INC TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM SINGLE FAMILY RESIDENTIAL TO TOURIST; DESIGNATING FOR TOURIST LAND USE THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 0.229 ACRES; PARCEL ID 33963-000-000; SAID PARCEL LOCATED AT 283 POINSETTIA DRIVE, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP FOR TOURIST DESIGNATION FOR THE PARCEL; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, Alvin's Stores Inc (the "Applicant"), submitted an application requesting an amendment to the Comprehensive Plan; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on December 9, 2020, and recommended denial of the request by a vote of 6-0; and

WHEREAS, on _____, the City Council conducted a properly

noticed adoption hearing as required by Section 163.3184(11), Florida Statutes, and adopted this Ordinance in the course of that hearing;

WHEREAS, the subject parcel involves a use of ten (10) acres or less and the cumulative effect of the acreage for all small scale amendments adopted by the City this calendar year, including the subject parcel, does not involve a text change to the goals, policies and objectives of the City's Comprehensive Plan, and the subject parcel otherwise qualifies for a small scale amendment pursuant to Section 163.3187(1), Florida Statutes; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the 2009 Amended and Restated Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designation for the subject parcel have been met;

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

SECTION 1. The following described parcel of real property situated within the municipal limits of the City of Panama City Beach, Florida, is designated for Tourist land use under the City's Comprehensive Plan, to-wit,

LOTS 7 AND 8, BLOCK K, OPEN SANDS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 67, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

and the City's Future Land Use Map is amended accordingly.

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ of _____, 2021.

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____, 2021.

Mark Sheldon, Mayor

PUBLISHED in the Panama City News-Herald on the ____ day of _____ 2021.

POSTED on pcb.gov on the ____ day of _____, 2021.

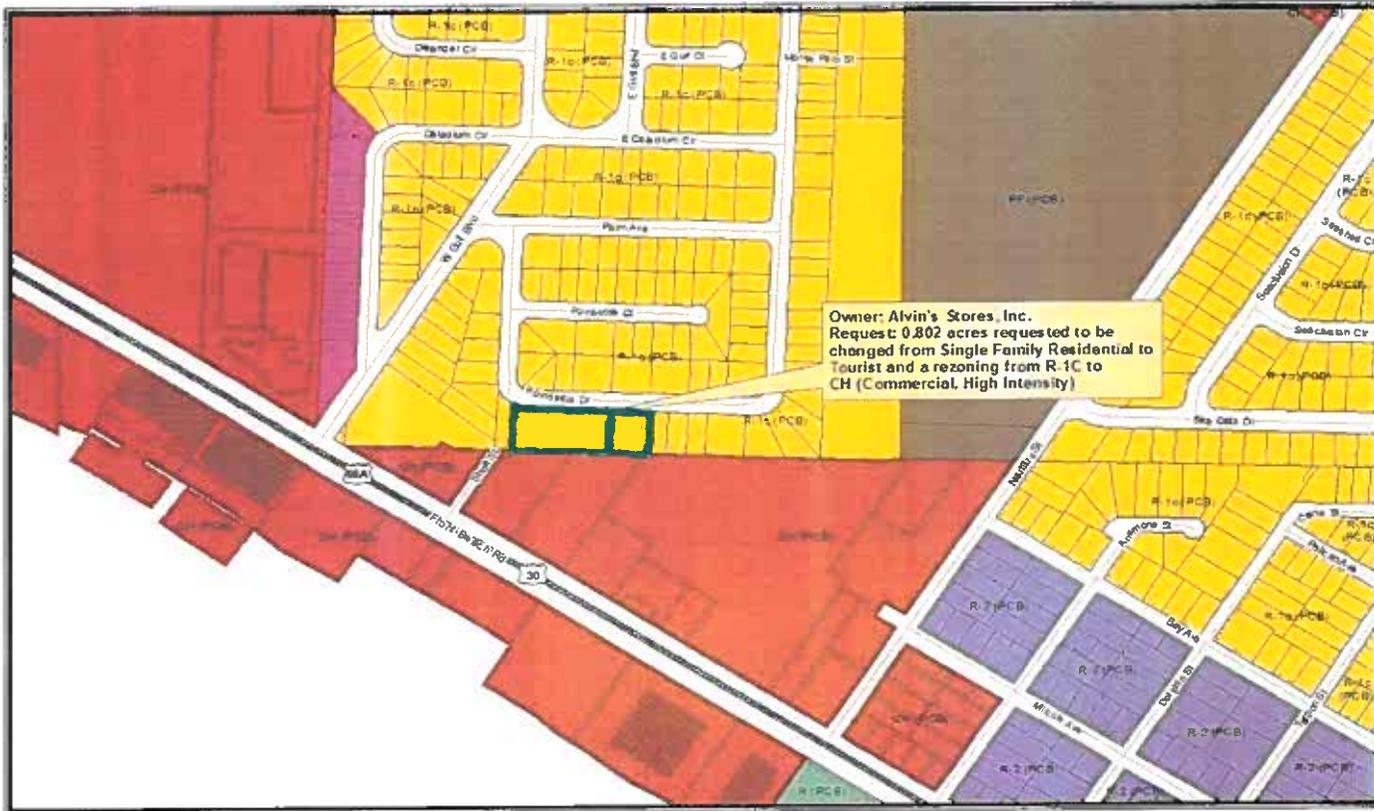
Lynne Fasone, City Clerk



- ▶ **Alvin's Stores**

- ▶ Future Land Use Map Amendment request from Single Family Residential to Tourist and a Rezoning Request from R-1C (Single Family Residential) to CH (Commercial - High Intensity)

Alvin's Stores Request



0 100 200 400 600 800 Feet



Prepared by The
City of Panama City Beach
Planning Department

Alvin's Stores Request



0 100 200 400 600 800 Feet



Prepared by The
City of Panama City Beach
Planning Department

MEMORANDUM

TO: Amy Myers, City Attorney

FROM: Mel Leonard, Director
Building and Planning Department

DATE: December 16, 2020

RE: Alvin's Stores, Inc. is requesting a rezoning from Single Family Residential (R-1c) to Commercial High Intensity (CH) for approximately .573 acres and .229 acres. A Small-Scale Plan Amendment from Single Family Residential to Tourist is also requested. Parcel Numbers 33962-000-00 and 33963-000-000.

Alvin's Stores Inc. requested a rezoning and a plan amendment for the above referenced properties. The Planning Board considered the requests at a properly advertised public hearing on December 9, 2020.

After considering the applicant's presentation, comments from the public, and the data analysis report from City staff, the Planning Board voted (6-0) to recommend a lesser zoning of **CL (Commercial Low Intensity) for 285 Poinsettia Drive and a Denial of the request for 283 Poinsettia Drive, recommending it remain R-1c (Single Family Residential).**

REZONING TRANSMITTAL SHEET
City of Panama City Beach

TO: Amy Myers, City Attorney

DATE: December 16, 2020

- (1) **Name of Applicant:** Alvin's Stores Inc.
- (2) **Request:** A rezoning from Single Family Residential (R-1c) to Commercial High Intensity (CH), Small-Scale Amendment to change the Future Land Use Map Designation from Single Family Residential to Tourist for approximately .573 acres located at 285 Poinsettia Drive and for approximately .229 acres located at 283 Poinsettia Drive.
- Zoning:** Single Family Residential (R-1c) to Commercial High Intensity (CH)
- (3) **Planning Board Action Date:** December 9, 2020
- (4) **Council Action Date:** TBA
Restrictions or Special Conditions: N/A
- (5) **Applicant to pay costs and fees:** Yes X No
- (6) **Legal Description to be copied from:** Survey to be provided.
 (Deed, Survey, etc., please indicate.)
- (7) **Name and Address of Property Owner according to most recent ad valorem tax records:** Please see attached legal description.

PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH

IN RE: Request for a Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist, a Rezoning from R-1c to CH for 285 Poinsettia Dr. Parcel Id# 33962-000-000 (.573 acres) and 283 Poinsettia Dr. Parcel Id# 33963-000-000 (.229 acres)

Submitted by: Alvin's Stores Inc.

ORDER

THE PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial/Legislative Hearing held on this matter on December 9, 2020 for a Small-Scale Plan Amendment to change the Future Land Use Map from, Single Family Residential to Tourist, a Rezoning from R-1c to CH, makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Planning Department Staff delivered information to the Planning Board that recommended approval of 285 Poinsettia Dr. but recommended denial of 283 Poinsettia Dr.
2. The Planning Board listened to the applicant's request and recommended approval of the Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist and a Rezoning from R-1c to CL rather than the requested CH for 285 Poinsettia Dr. Parcel Id# 33962-000-000 with a 6-0 decision.

The Planning Board listened to the applicant's request and recommended denial of the Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist and a Rezoning from R-1c to CH for 283 Poinsettia Dr. Parcel Id# 33963-000-000 with a 6-0 decision.

CONCLUSIONS OF LAW

3. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A) and (C), 10.04.03, 10.04.04 and 10.07.02 of the City's Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial /Legislative hearing on these matters and make a recommendation to the City Council on whether the request should be granted by adoption of ordinances.

4. The request is consistent with the City's Comprehensive Plan.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject rezoning / Small Scale amendment for Parcel Id# 33962-000-000 is hereby recommended for **APPROVAL** and accordingly, the associated Ordinance should be **ADOPTED**. In addition, the subject rezoning / Small Scale amendment for Parcel Id# 33963-000-000 is hereby recommended for **DENIAL**.

If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this 16 day of December, 2020.

Josh Wakstein, Chairman

JOSH WAKSTEIN, CHAIRMAN

ATTEST:



CHARLES SILKY, SENIOR PLANNER

Signature: 
Josh Wakstein, Chairman (Dec 16, 2020 17:07 CST)
Email: jwakstein@pcb.gov

DATA AND ANALYSIS

- I. APPLICANT:** Alvin's Stores Inc.
- II. PROJECT LOCATION:** 285 Poinsettia Dr. Parcel Id# 33962-000-000 (.573 acres) and 283 Poinsettia Dr. Parcel Id# 33963-000-000 (.229 acres).
- III. REQUEST:** This request is for a Small Scale Plan Amendment and Rezoning. The applicant is requesting a Future Land Use Map change from Single Family Residential Future Land Use designation to Tourist and a Rezoning from R-1c to CH for the subject parcels.
- IV. REASON FOR REQUEST:** The owners were unaware the property was rezoned and are now seeking to have that corrected to match the historic use of the property since 1979 as a warehouse.
- VI. SITE EVALUATION:**
- A. IMPACT ON PUBLIC FACILITIES:**
1. Transportation Facilities:

The western most parcel has and is expected to continue to be used as a warehouse with traffic generation levels to remain the same. If the site were redeveloped, a Development Order with an accompanying traffic study will be required.
 2. Sewer:

The City wastewater treatment plant (WWTP) provides Advanced Wastewater Treatment (AWT) quality effluent, with an accompanying wetlands effluent discharge system in a 2,900-acre facility containing 2,000 acres of receiving wetlands. Currently, the operating permit allows 14 mgd maximum monthly average (10 mgd annual average) treatment and disposal capacity. Monthly average plant flows for January 1, 2019 through December 31, 2019 ranged from 4.4 mgd to 10.3 mgd on a monthly average. In addition, the City's reclaimed water system has been in operation since 2006 and provided between 1.5 and 3.3 mgd of irrigation

water per month in the last fiscal year, depending on the time of year and demands, to residential and commercial areas of the City.

Based on previous historic growth rates of wastewater generation, it is anticipated that there will be a 4% yearly growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City has planned for facilities to be upgraded to coincide with the increased demand.

3. Potable Water:

The City has a franchise from Bay County authorizing the City to provide water service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The City utility system also purchases 100% of its potable water from Bay County via contract. The term of the agreement is through 2042 and states that 26.4 million gallons per day (mgd) will be available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year up to 33.79 mgd in 2020. The City receives the treated County water via two delivery points at bridges crossing St. Andrew Bay and West Bay. That water is stored and re-pumped on demand to meet the City's water needs. The City's current available pumping and transmission capacity is approximately 37.8 mgd. The contract with the County has been designed to increase capacity by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has two (2) - 7 million gallon storage tanks at its West Bay storage and pumping facility, and 2, 4 and 5 million gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which gives the City an additional 25 million gallons of working reserve for peak season and fire flow demand.

Daily water demand for January 1, 2018 through December 31, 2019 ranged from 9.2 mgd to 15.7 mgd on a monthly average, with an annual average of 12.1 mgd. The maximum single-day demand was 18.5 mgd. The County's projected available capacity to supply potable water to the City in 2019 was to be 28.4 mgd, which leaves an excess monthly average capacity ranging from 19.2 mgd to 12.7 mgd with an annual average excess of 16.3 mgd. The excess on the single-day maximum is expected to be 10.8 mgd.

The City has also implemented a reclaimed water system that makes highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaim system, it is estimated that the 20% of total potable water

consumption previously used by similar developments will be replaced by reclaimed water in these new subdivisions.

B. SITE SUITABILITY:

1. Wetlands: According to information supplied by Bay County GIS there are no wetlands located on the subject site.
2. Plant and Wildlife Resources: Information regarding natural resources is based on information from the Florida Natural Areas Inventory "FNAI", which is a non-profit organization administered by The Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity.

According to information supplied by FNAI, there are no threatened or endangered species located on the subject site.

3. Flood Zones:

According to information supplied by FEMA, the site is located in Flood Zone X, which is defined as an area determined to be located outside of the 100 and 500-year floodplains.

C. COMPATABILITY WITH SURROUNDING LAND USES:

Compatibility is generally defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

The current use of the site as a warehouse is generally considered an incompatible use without the implementation of lighting controls and buffering.

CONCLUSION:

It appears one of the subject parcels, the western most parcel; Id# 33962-000-000 was rezoned from commercial to residential sometime after 1988. However, staff has concluded that the eastern most parcel, Id# 33963-000-000 has always been Residential. See the attached zoning maps from 1977, 1988 and 2020 with delineated boundaries.

Staff proposes the Planning Board recommend the requested Future Land Use Map change of the westernmost parcel, Id# 33962-000-000 from Single Family Residential Future Land Use designation to Tourist and a Rezoning from R-1c to CH. In addition, there is no evidence or compelling reason to support the requested change and rezoning of the eastern most parcel, Id #33963-000-000, staff recommends denial of this portion of the request.



CITY OF PANAMA CITY BEACH
Building and Planning Department
 116 S. Arnold Road, Panama City Beach, FL 32413
 850-233-5054. ext. 2313 Fax: 850-233-5049
 Email: achester@pcbgo.gov

REQUEST FOR ZONING or REZONING – Section 10.02.10

Applicant: Alvin's Stores Inc
 Name(s): _____
 Address: 10800 NW 106th St Suite #6
 City: Medley State: FL Telephone: _____ Fax: _____
 Email: drorlevy@marcodestin.net

Name of Acting Agent: Burke & Blue
 Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Parcel Number of Property for Zoning or Rezoning: 33962-000-000 & 33963-000-000
 (Information from Property Appraiser's Office)

Address/Location of Property for Zoning or Rezoning: 285 Poinsettia Dr & 283 Poinsettia Dr

Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of ten (10) copies.

Small Scale Amendment: \$1500.00 Large Scale Amendment: \$2100.00 Date Collected _____
 If a plan amendment is necessary, please provide an analysis of the consistency of the proposed amendment with all requirements of the Comprehensive Plan and LDC.

The procedure for review of application is found in Sections 10.02.01 and 10.02.10 of the LDC.
Basic Submittal Requirements - LDC Section 10.02.02

Name: Alvin's Stores Inc
 Address: 10800 NW 106th St Suite #6 Email Address: _____
 City: Medley State: FL Telephone: _____ Fax: _____
 Date of Preparation: 05/12/2020 Date(s) of any modifications: _____

Legal Description: (Consistent with the Required Survey) _____

A vicinity map showing the location of the property.

Present Zoning Designation: R-1c Requested Zoning Designation: CH Future Land Use Map: TD

Deed Restrictions or Private Covenants apply to this property: Yes (Please submit a copy) No

Applicant's Signature(s):

Dror Levy

Print Name of Applicant

Dror Levy
Signature

Date: 10/4/2020

Print Name of Applicant

Signature

Date: _____

FEES:

Rezoning Application Fee: \$900.00

Small Scale Amendment Fee: \$1500.00

Large Scale Amendment Fee: \$2100.00

Includes the rezoning fee.

Includes the rezoning fee.

Date Collected: _____

**CITY OF PANAMA CITY BEACH
PUBLIC NOTICE OF SMALL-SCALE AMENDMENT AND
REZONING REQUEST**

The City of Panama City Beach Planning Board will consider the following request:

APPLICANT: Alvin Stores, Inc.

ADDRESS/LOCATION: 285 Poinsettia Drive & 283 Poinsettia Drive
Panama City Beach, FL Panama City Beach, FL
33962-000-000 33963-000-000

This is being requested because, the properties have been used as a warehouse
for the Alvin's Island store at 14520 Front Beach Road since at least 1979
and was zoned appropriately until a City initiated zoning change in 2012.

The owners were unaware that the property had been rezoned and are now
seeking to have that corrected to match the historical use of the property.

MEETING INFORMATION:

Date: December 9, 2020

Time: 1:00 p.m.

Place: City Council Meeting Room
17007 Panama City Beach Parkway
Panama City Beach

The applicant for this rezoning request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5100, ext. 2313.



Legend

- PCB, Parcels
- Major Road
- Minor Road

Zoning_PCB

Panama City Beach Zoning

- Commercial - Low Intensity (CL1)
- Commercial - Medium Intensity (CM)
- Single Family, High Density Manufactured Home (R-1c-T)
- Single Family, Low Density (R-1a)
- Single Family Medium Density (R-1b)
- Planned Unit Development (PUD)
- Single Family High Density (R-1c)
- Residential - Zero Lot Line (RO)
- Light Industry (M-1)
- Recreation (R)
- Conservation (C)
- Agricultural and Rural Residential (AR)
- Townhouse (RTM)
- Limited Multi-family (R-2)
- Unlimited Multi-family (R-3)
- Commercial - High Intensity (CH)
- Public Facilities (PF)

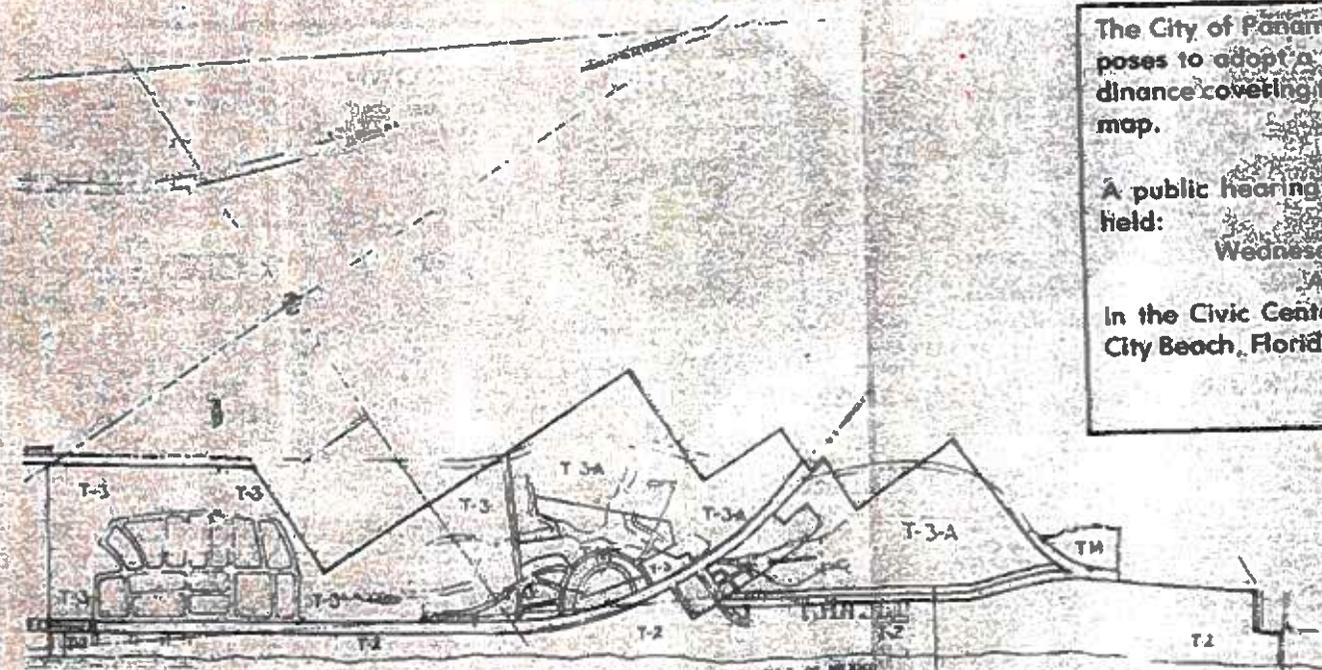


Prepared by The
City of Panama City Beach
Planning Department

2020



CENTER SECTION



EAST SECTION

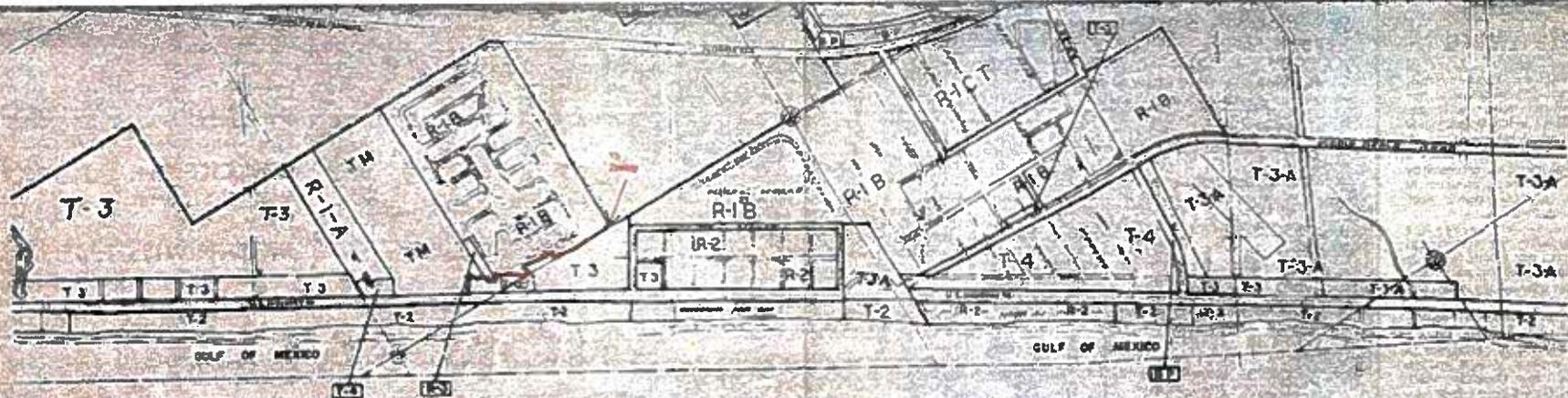
The City of Panama City Beach, Florida proposes to adopt a comprehensive zoning ordinance covering the land area shown in this map.

A public hearing on the ordinance will be held:
Wednesday, April 27, 1977.
 At 5:05 P.M.

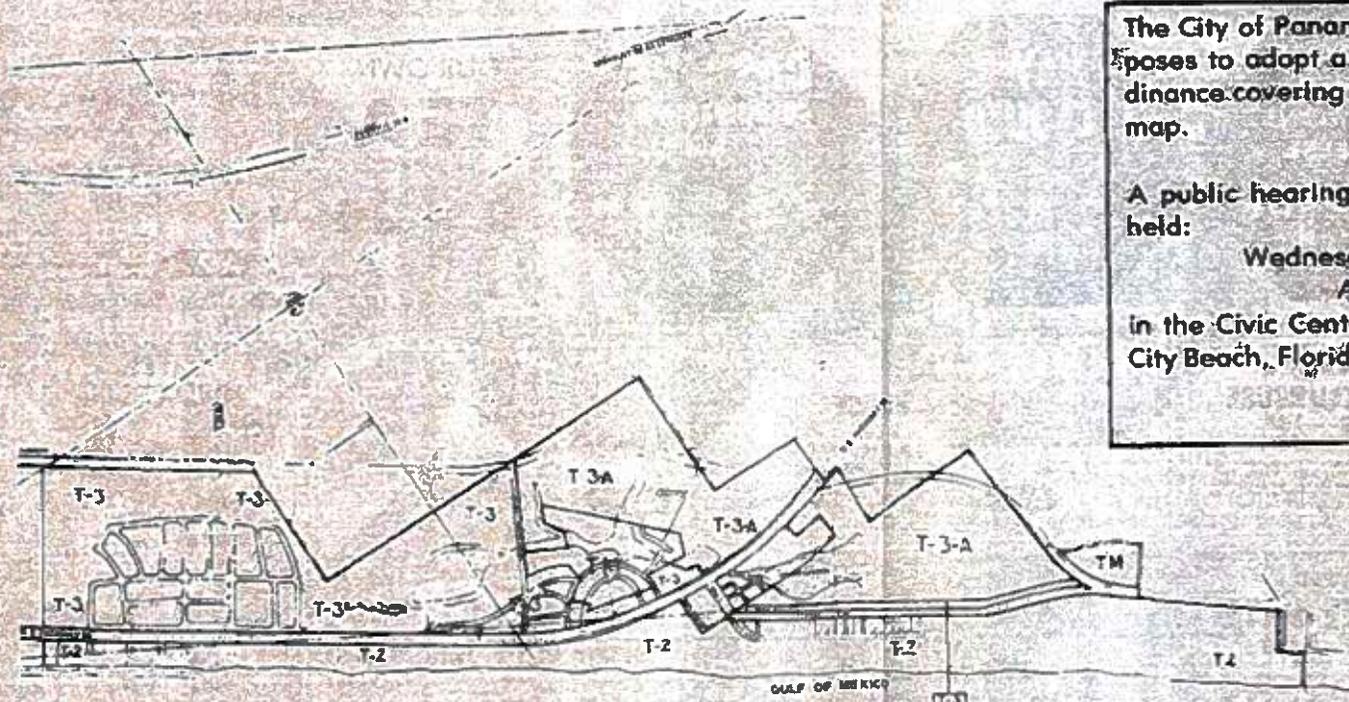
In the Civic Center Counsel Room, Panama City Beach, Florida.

Roy Kingsmill
 City Clerk

6



CENTER SECTION



EAST SECTION

The City of Panama City Beach, Florida proposes to adopt a comprehensive zoning ordinance covering the land area shown in this map.

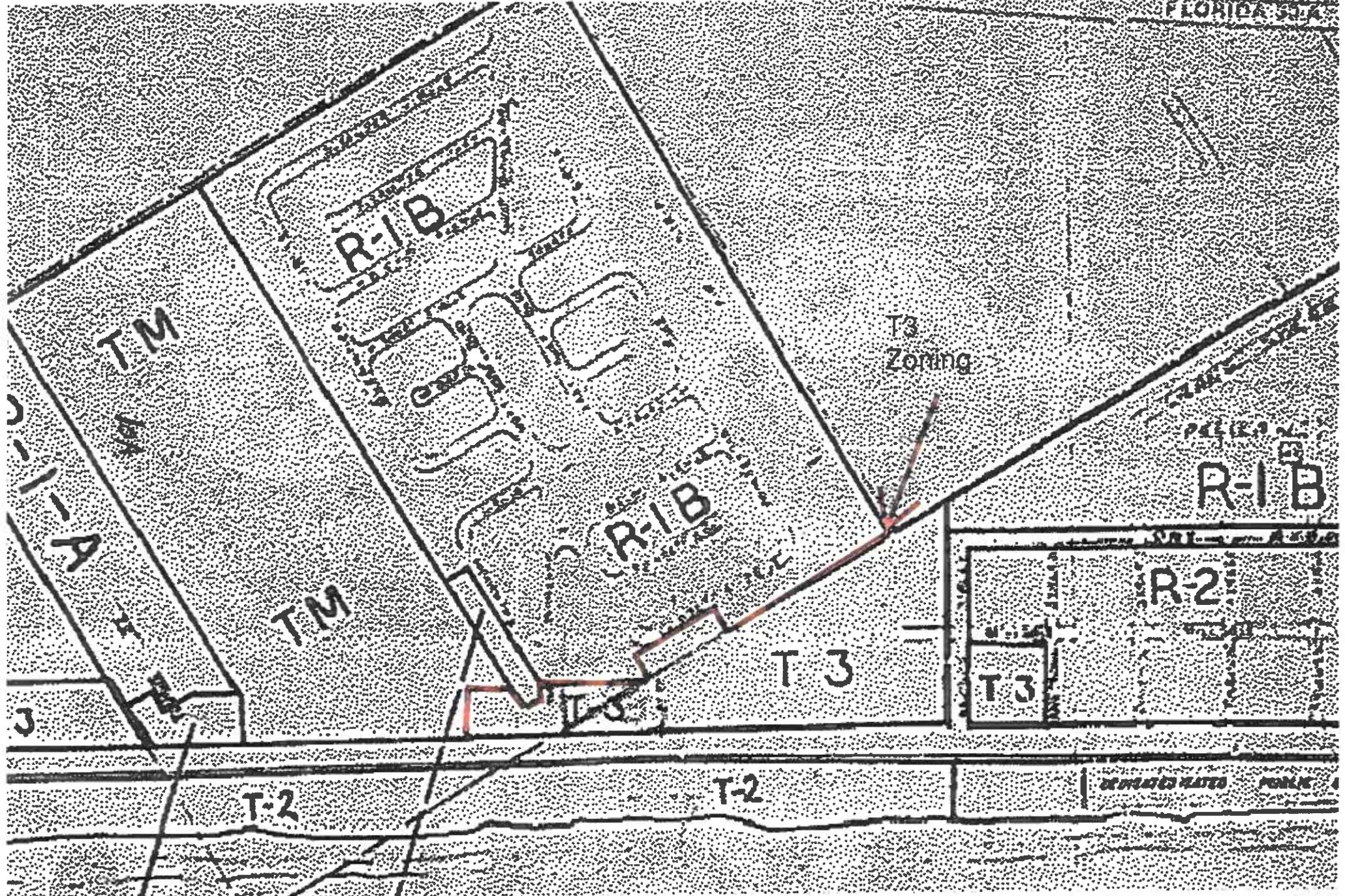
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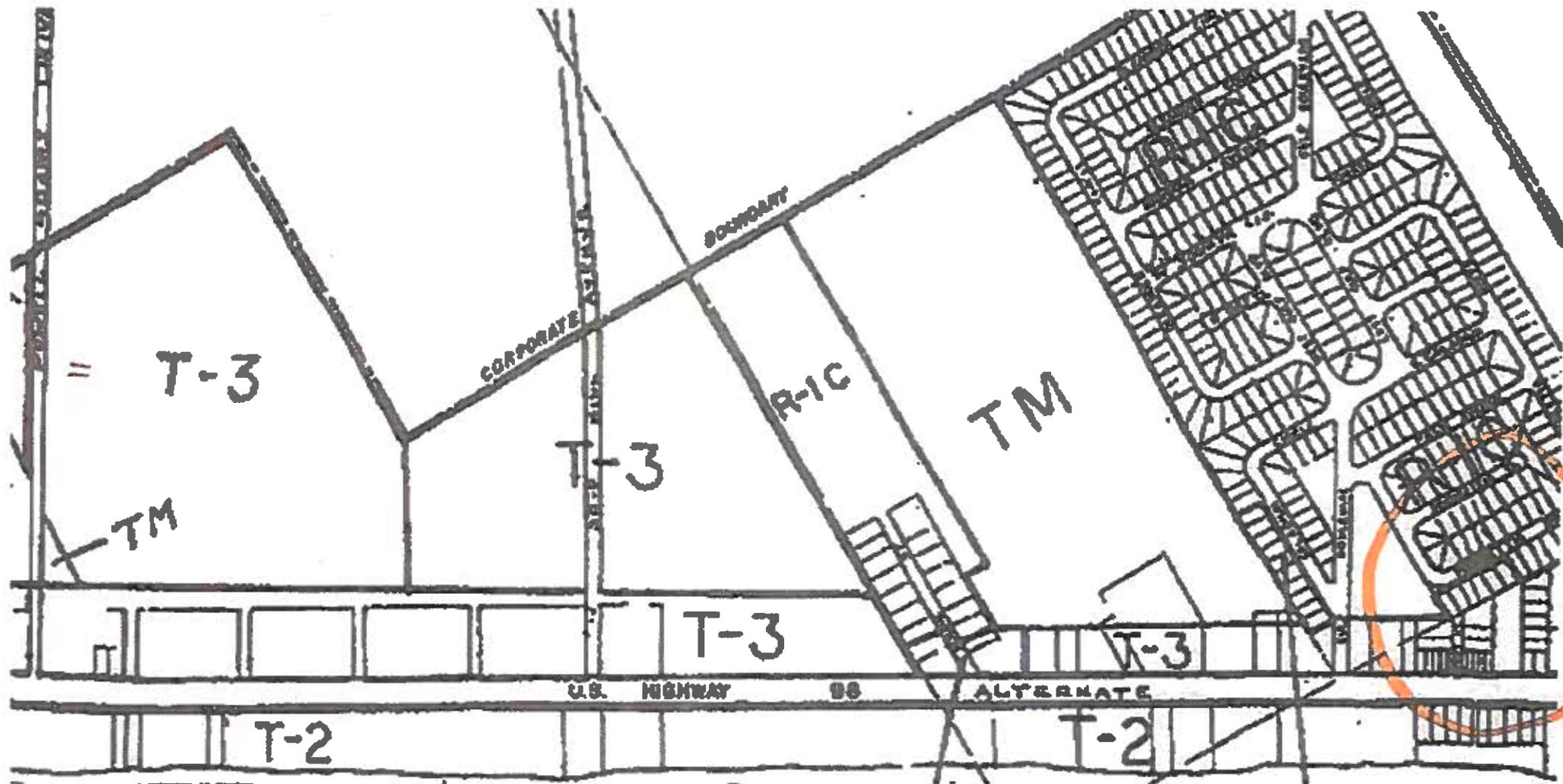
in the Civic Center Counsel Room, Panama City Beach, Florida.

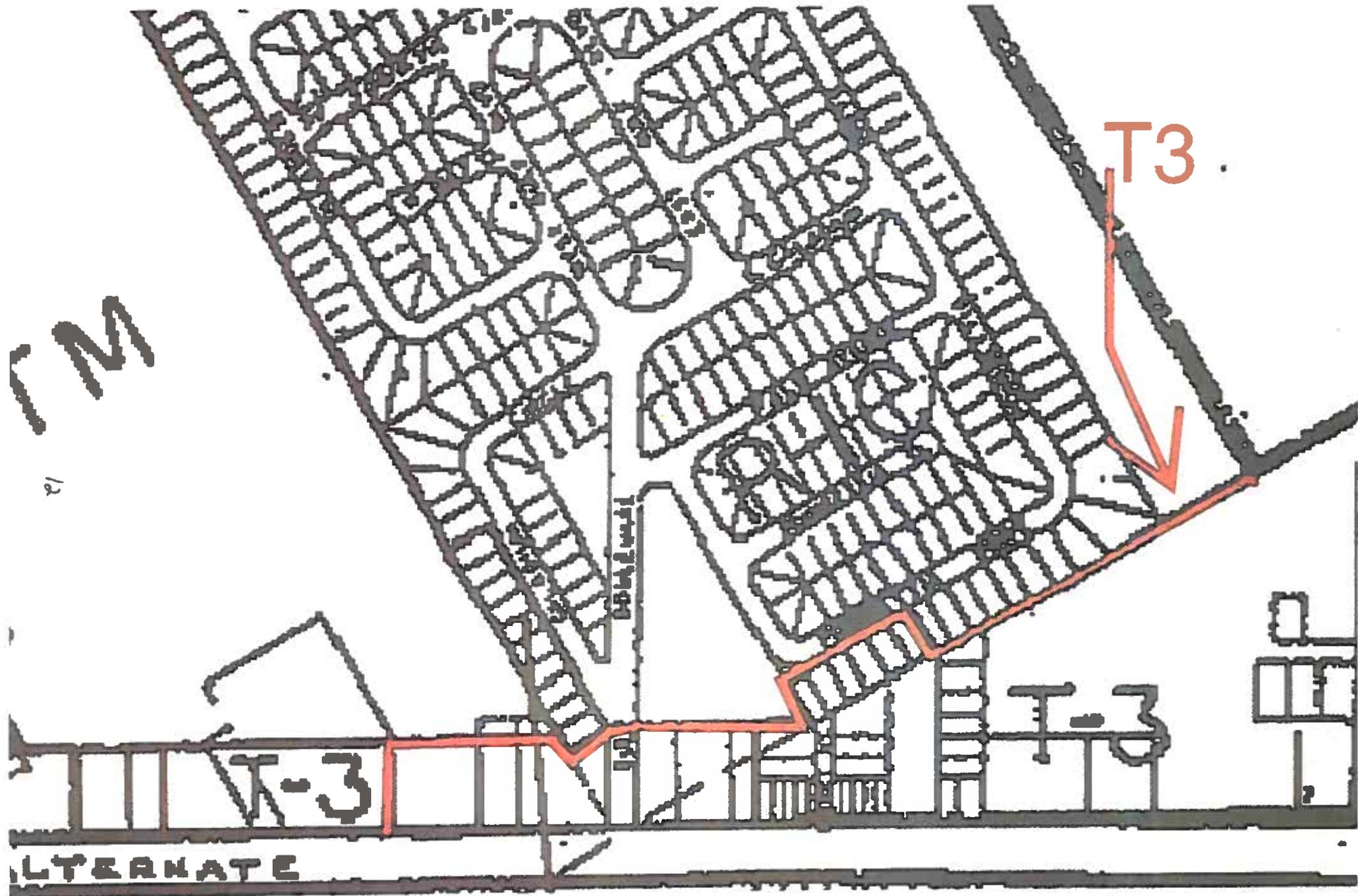
Roy Kingsmill
City Clerk

10

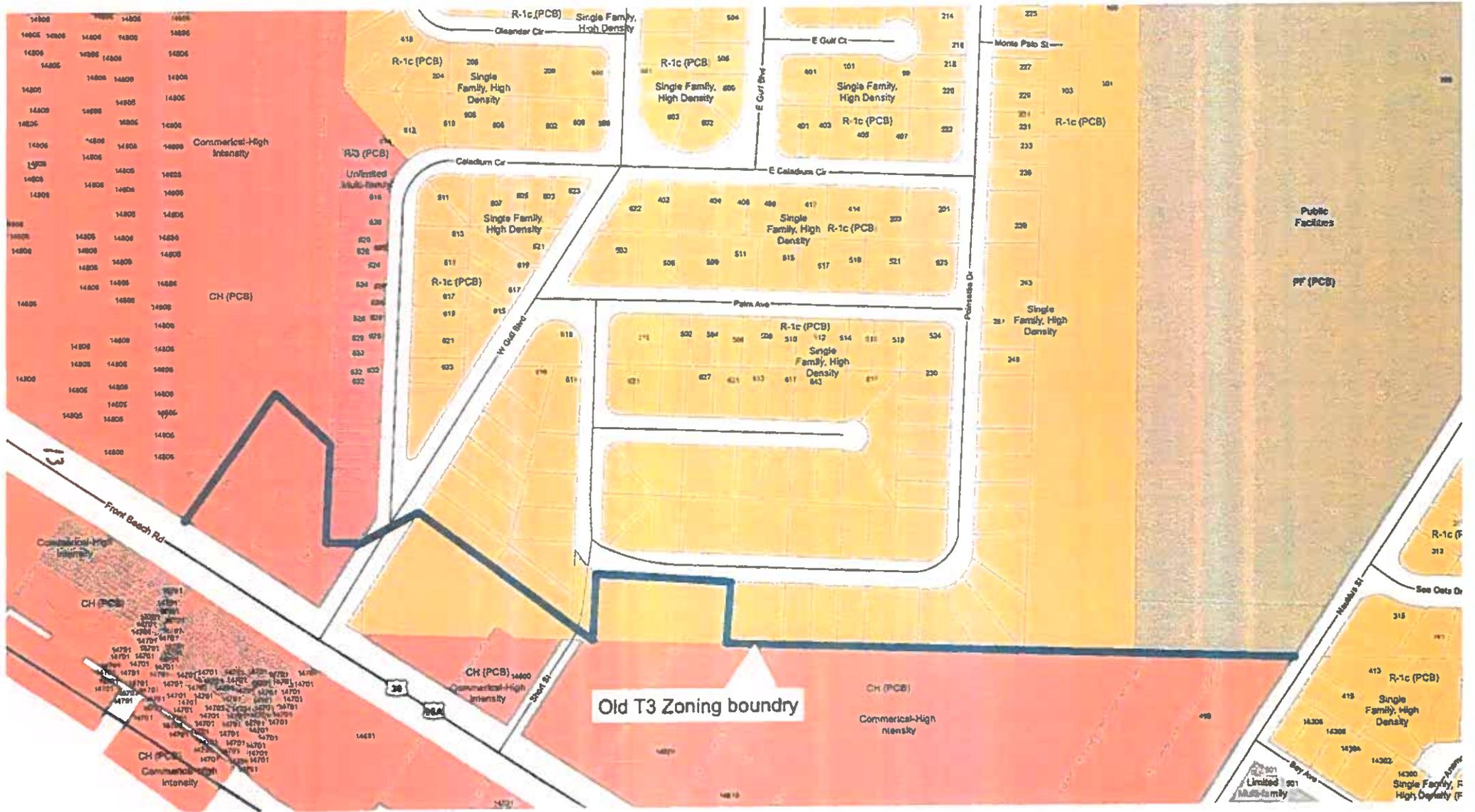


1977





1988



Old T3 Zoning boundary

2020

**NOTICE OF PUBLIC HEARING TO CONSIDER
SMALL-SCALE FUTURE LAND USE MAP AMENDMENT
AND A REZONING REQUEST**

Notice is hereby given by the Planning Board of the City of Panama City Beach, Florida, that, having received an application from Alvin's Stores, Inc., it intends to consider a Small-Scale Future Land Use Map Amendment to Tourist and a Rezoning designation of CH (Commercial High Intensity), for properties located at 285 Poinsettia Drive and 283 Poinsettia Drive. The Planning Board will hold a public hearing to consider the request at the Board's regular meeting to be conducted at 1:00 P.M. on December 9, 2020 at City Hall Annex, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. A copy of the proposed request may be inspected at the office of the City Clerk at City Hall.

Further information on this item may be obtained from Andrea Chester or Charles Silky by calling 850-233-5100. All interested persons are invited to attend and present information for the City Council's consideration. Anyone not appearing in person may submit written comments to the City Clerk at any time prior to the stated meeting time at City Hall or by email to achester@pcbgov.com. The meeting will also be live-streamed on the City website www.pcbgov.com.

An appeal of the Planning Board's decision may be made to the City Council. If a person decides to appeal any decision made by the Planning Board with respect to any matter considered, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Any person requiring a special accommodation to participate in this proceeding because of a disability or physical impairment should contact Andrea Chester, at Building and Planning Department, 116 South Arnold Road, Panama City Beach, Florida, 32413 or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL
BY: TONY O'ROURKE, CITY MANAGER

**CITY OF PANAMA CITY BEACH
PLANNING BOARD MEETING MINUTES
December 9, 2020
MINUTES TO THE REGULAR MEETING**

The meeting was called to order by Chairman Wakstein at 1:00 p.m. and Ms. Chester was asked to call the roll. Members present were Mr. Scruggs, Mr. Johns, Mr. Hodges (arrived late) Mr. Morehouse, Ms. Simmons, and Chairman Wakstein. Member absent was Mr. Caron.

Mr. Scruggs led the Pledge of Allegiance.

ITEM NO. 3 Approval of the October 14, 2020 Planning Board Meeting Minutes

Chairman Wakstein asked if there were any comments or corrections to the meeting minutes. A motion was made by Mr. Scruggs to approve the meeting minutes and it was seconded by Mr. Johns. Ms. Chester was asked to call roll.

Mr. Johns	Yes	Mr. Scruggs	Yes
Ms. Simmons	Yes	Chairman Wakstein	Yes
Mr. Morehouse	Yes		

ITEM NO. 4 Public Comments – Non-Agenda Items - No public comment.

ITEM NO. 5 Alvin's Stores Inc. is requesting approval for a Small-Scale Plan Amendment and Rezoning Requests for a Future Land Use Map change from Single Family Residential to a Future Land Use designation to Tourist and a Rezoning from R-1c (Single Family Residential) to CH (Commercial High Intensity) for two parcels. The parcels are located at 285 Poinsettia Drive, approximately .573 acres and 283 Poinsettia Drive, approximately .229 acres.

Chairman Wakstein introduced the item and verified all the requirements of the application had been met. Ms. Chester was asked to call for the Jennings Act. Mr. Johns visited the property. Mr. Hodges, nothing to disclose. Ms. Simmons visited the property. Mr. Morehouse, nothing to disclose. Mr. Scruggs, nothing to disclose. Chairman Wakstein received email from Mr. Klomps and had visited the property.

Mr. Mike Burke, 16215 Panama City Beach Parkway, representative for Alvin's Island, Inc. Mr. Burke explained the history of these two parcels and the use of the one property has been a warehouse since 1979 as property records reflect. He explained his client was not aware of the rezoning to the property from the City and they were asking for the original zoning to be granted. Mr. Johns asked if there were any plans for the vacant lot at this time, Mr. Burke replied he was not aware of any other than a possible expansion of the retail space.

Chairman Wakstein asked for a staff report. Mr. Silky commented the rezoning from commercial to residential occurred sometime after 1988 for the parcel located at 285 Poinsettia Drive, but that the parcel located at 283 Poinsettia Drive has always been zoned residential. Mr. Silky commented all the maps reflecting this information is part of the staff report in the record and that staff supports the rezoning request for 285 Poinsettia Drive to commercial, but objects to the rezoning request for 283 Poinsettia Drive. Chairman Wakstein opened the meeting up for public comment.

Paul Turner, 407 Oleander Circle commented the neighbors had been fighting the commercial uses from entering the neighborhood for a long time. He stated the allowable uses in Commercial High Intensity zones would be detrimental and have a negative impact on everyone. Mr. Turner commented he understood and supported the request for 285 Poinsettia Drive where the warehouse was currently located.

Bobby Seay, 611 Poinsettia Court commented he was not opposed to the lot where the warehouse was located being rezoned as requested but did oppose the request for the vacant lot. Mr. Seay commented this would have a negative impact on the neighborhood.

Kurt Anderson, 217 Poinsettia Drive stated to allow commercial encroachment into the neighborhood would impact all Open Sands.

Tom Pickrell, 270 Poinsettia Drive commented he supported the request to rezone where the warehouse is currently located but did not support the vacant zoned single-family parcel. Mr. Pickrell stated the neighborhood currently endures large trucks in the neighborhood and this would only further the commercial encroachment into Open Sands.

Joyce Wolf, 242 Poinsettia Drive commented she was new to the neighborhood and appreciated businesses, but not the rezoning requests for the two parcels.

Larry Baxter, 238 Poinsettia Drive explained currently there are trucks that block Short Street and requested there be a fence be placed around the warehouse lot to limit the view of all the containers, etc.

Linda Woehrman, 259 Poinsettia Drive stated that granting the requests for rezoning would open doors for additional lots in the neighborhood to request the same and bring commercial into the neighborhood.

L.T. Smith, 261 Poinsettia Drive reiterated the sentiments of the neighborhood to not approve the requests and stated again how the trucks block Short Street.

Ms. Chester added there were two emails received, Ken Thompson, not in favor of the requests. Mr. Tom Klomps, email received by all board members, not in favor of the requests. Emails were added to the record. Chairman Wakstein closed the public portion of the meeting.

Mr. Burke commented the consensus from the public is the warehouse has always been present and commercial. He stated his client purchased as commercial and the intent was to always have them as commercial for use with Alvin's Island. He asked the board to consider the rezoning requests for both parcels.

Mr. Scruggs agreed the warehouse predates some of the current residents and should be rezoned to allow for the use, but did not agree with the undeveloped lot rezoning, should remain as R-1C. Mr. Johns also agreed. Mr. Hodges asked if the use of 285 Poinsettia Drive could always remain as a warehouse to be less intrusive on the neighbors and asked that a fence be required to shield the neighbors from the storage area. Mr. Morehouse asked if restrictions could be associated with the rezoning for the parcel. Ms. Simmons also agreed with the idea of conditions on the request and reiterated the buffering should meet the requirements of the LDC. Ms. Simmons asked if a lesser zoning could be granted. Discussion ensued.

Mr. Cole Davis explained this was a rezoning request and could not be tailor made into a different zoning. Mr. Leonard explained the use of the property was an accessory to the retail store, which was allowed in the commercial zones. He mentioned that a lesser zone, such as CM or CL also allows for an accessory use and would reflect the same on the Future Land Use map and the Comprehensive Plan of Tourist for all CL, CM or CH. Discussion ensued. Staff was given direction to address any nuisance or code violations that may be present on the property.

Mr. Hodges made a motion to approve a rezoning of CL (Commercial Low Intensity) for parcel located at 285 Poinsettia Drive and denied the rezoning request for parcel located at 283 Poinsettia Drive, it will remain as R-1c (Single Family Residential) and it was seconded by Mr. Scruggs. Ms. Chester was asked to call roll.

Mr. Johns	Yes	Mr. Morehouse	Yes
Mr. Hodges	Yes	Mr. Scruggs	Yes
Ms. Simmons	Yes	Chairman Wakstein	Yes

END Recommended to City Council for consideration.

END

ITEM NO. 6 **Planned Unit Development Master Plan Recommendations - Discussion Continued**

Mr. Leonard explained currently the submitted plan the board reviews is a "bubble plan" with general details for them to decide on the impact and public benefit of the development. Mr. Leonard recommends requiring more specific information, such as transportation impacts and environmental limitations (wetlands, flood zones, protected species, etc.) of a site for the board's consideration. Discussion ensued. Ms. Simmons mentioned if details of the composition of Open Space could be required, the current information is too general. The board agreed with requiring more information for Open Space. Mr. Leonard will bring specific language for Open Space requirements at the next meeting.

Mr. Hodges made a motion to approve the submitted changes to the requirements for Planned Unit Development Master Plan submittals with the addition of composition details for Open Space and it was seconded by Mr. Johns. Ms. Chester was asked to call roll.

REGULAR AGENDA

ITEM #5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Mel Leonard, Building & Planning

2. MEETING DATE:
May 13, 2021

3. REQUESTED MOTION/ACTION:

Consider First Reading of the Ordinance. If approved, staff will publish notice of a second reading and public hearing.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: Economic Development

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

Alvin's Stores Inc, the owner of real property designated herein, has initiated this ordinance by filing a petition praying that said real property, being more particularly described below be rezoned from Single Family Residential (R1c) to Commercial High Intensity (CH). This ordinance changes only the zoning map designation for the property located at 283 Poinsettia Drive.

The Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on December 9, 2020, and recommended denial of the request.

The Planning Board's recommendation is not binding on the Council. The City Council may approve or deny the Ordinance on first reading. The City's decision to approve or deny must be made based on a determination of whether the requested change is consistent with the currently applicable Comprehensive Growth Development Plan and will reasonably accomplish a legitimate public purpose.

[Ordinance 1554.Rezoning Ordinance.pdf](#)
[alvins_rezoning \(1\).pptx](#)
[Alvins_Planning_Board_Order_Staff_Report_Application.pdf](#)
[Alvins_Planning_Board_Minutes.pdf](#)

ORDINANCE NO 1554

AN ORDINANCE REZONING FROM SINGLE FAMILY RESIDENTIAL (R1c) TO COMMERCIAL HIGH INTENSITY (CH) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 0.229 ACRES; LOCATED AT 283 POINSETTIA DRIVE, PARCEL ID 33963-000-000, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, Alvin's Stores Inc, the owner of real property designated herein, has initiated this ordinance by filing a petition praying that said real property, being more particularly described below be rezoned from Single Family Residential (R1c) to Commercial High Intensity (CH); and

WHEREAS, this ordinance changes only the zoning map designation of the real property described herein; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on December 9, 2020, and recommended denial of the request; and

WHEREAS, after consideration of evidence adduced in a properly advertised public hearing conducted on _____, 2021, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

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

SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is rezoned from Single Family Residential (R1c) to Commercial High Intensity (CH), to wit,

LOTS 7 AND 8, BLOCK K, OPEN SANDS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 67, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

and the City's Zoning Map is amended accordingly.

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

SECTION 3. This ordinance shall take effect immediately upon passage, and the land use changes approved herein shall take effect upon, and only upon, adoption by the City Council of Ordinance 1553 adopting a comprehensive plan amendment respecting the lands which are the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

PASSED, APPROVED and ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2021.

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____, 2021.

Mark Sheldon, Mayor

PUBLISHED in the Panama City News-Herald on the ____ day of _____, 2021.

POSTED on pcbgov.com on the ____ day of _____, 2021.

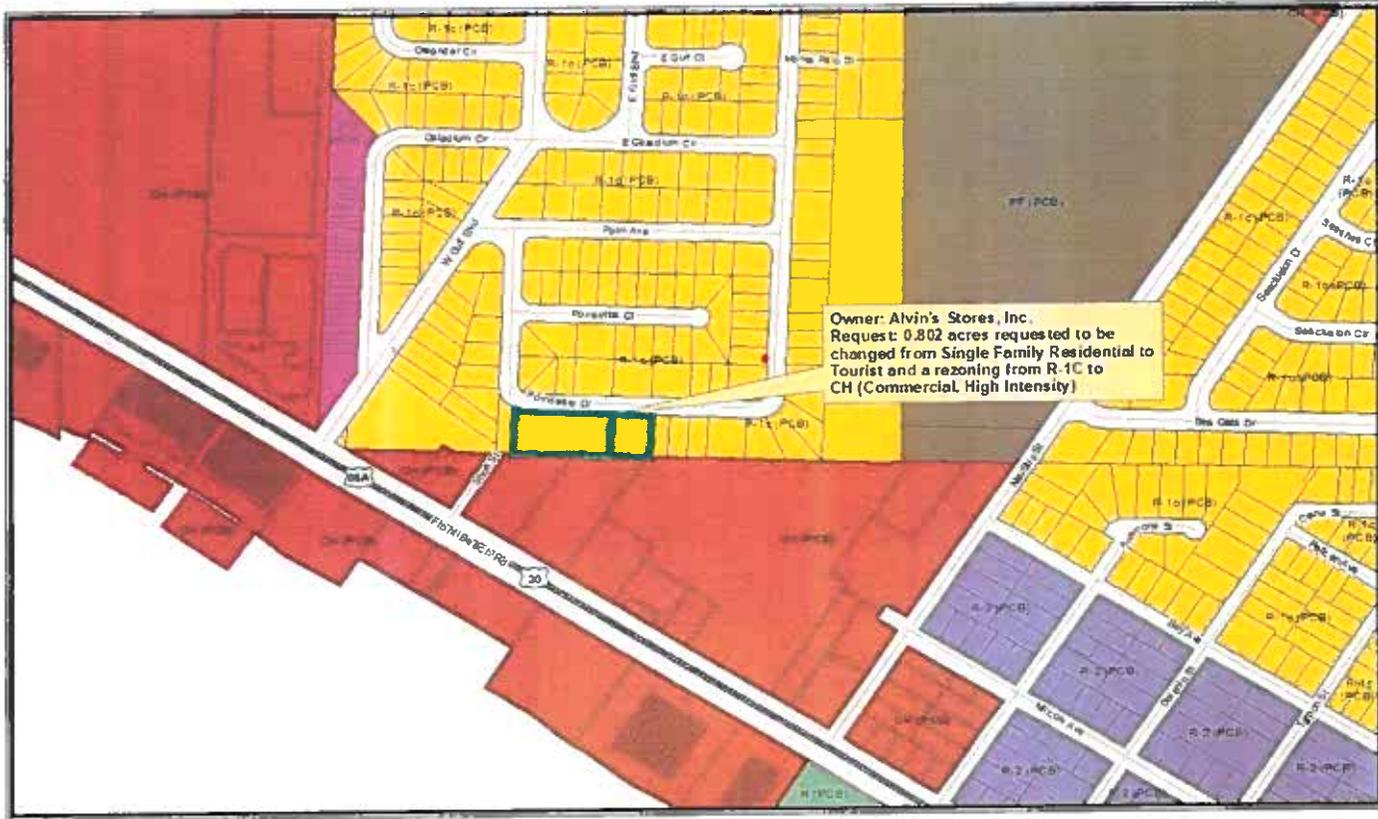
Lynne Fasone, City Clerk



- ▶ **Alvin's Stores**

- ▶ Future Land Use Map Amendment request from Single Family Residential to Tourist and a Rezoning Request from R-1C (Single Family Residential) to CH (Commercial - High Intensity)

Alvin's Stores Request



0 100 200 400 600 800 Feet



Prepared by The
City of Panama City Beach
Planning Department

Alvin's Stores Request



0 100 200 400 600 800 Feet



Prepared by The
City of Panama City Beach
Planning Department

MEMORANDUM

TO: Amy Myers, City Attorney

FROM: Mel Leonard, Director
Building and Planning Department

DATE: December 16, 2020

RE: Alvin's Stores, Inc. is requesting a rezoning from Single Family Residential (R-1c) to Commercial High Intensity (CH) for approximately .573 acres and .229 acres. A Small-Scale Plan Amendment from Single Family Residential to Tourist is also requested. Parcel Numbers 33962-000-00 and 33963-000-000.

Alvin's Stores Inc. requested a rezoning and a plan amendment for the above referenced properties. The Planning Board considered the requests at a properly advertised public hearing on December 9, 2020.

After considering the applicant's presentation, comments from the public, and the data analysis report from City staff, the Planning Board voted (6-0) to recommend a lesser zoning of **CL (Commercial Low Intensity) for 285 Poinsettia Drive and a Denial of the request for 283 Poinsettia Drive, recommending it remain R-1c (Single Family Residential).**

REZONING TRANSMITTAL SHEET
City of Panama City Beach

TO: Amy Myers, City Attorney

DATE: December 16, 2020

- (1) **Name of Applicant:** Alvin's Stores Inc.
- (2) **Request:** A rezoning from Single Family Residential (R-1c) to Commercial High Intensity (CH), Small-Scale Amendment to change the Future Land Use Map Designation from Single Family Residential to Tourist for approximately .573 acres located at 285 Poinsettia Drive and for approximately .229 acres located at 283 Poinsettia Drive.
- Zoning:** Single Family Residential (R-1c) to Commercial High Intensity (CH)
- (3) **Planning Board Action Date:** December 9, 2020
- (4) **Council Action Date:** TBA
Restrictions or Special Conditions: N/A
- (5) **Applicant to pay costs and fees:** Yes X No
- (6) **Legal Description to be copied from:** Survey to be provided.
(Deed, Survey, etc., please indicate.)
- (7) **Name and Address of Property Owner according to most recent ad valorem tax records:** Please see attached legal description.

PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH

IN RE: Request for a Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist, a Rezoning from R-1c to CH for 285 Poinsettia Dr. Parcel Id# 33962-000-000 (.573 acres) and 283 Poinsettia Dr. Parcel Id# 33963-000-000 (.229 acres)

Submitted by: Alvin's Stores Inc.

ORDER

THE PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial/Legislative Hearing held on this matter on December 9, 2020 for a Small-Scale Plan Amendment to change the Future Land Use Map from, Single Family Residential to Tourist, a Rezoning from R-1c to CH, makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Planning Department Staff delivered information to the Planning Board that recommended approval of 285 Poinsettia Dr. but recommended denial of 283 Poinsettia Dr.
2. The Planning Board listened to the applicant's request and recommended approval of the Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist and a Rezoning from R-1c to CL rather than the requested CH for 285 Poinsettia Dr. Parcel Id# 33962-000-000 with a 6-0 decision.

The Planning Board listened to the applicant's request and recommended denial of the Small-Scale Plan Amendment to change the Future Land Use Map from Single Family Residential to Tourist and a Rezoning from R-1c to CH for 283 Poinsettia Dr. Parcel Id# 33963-000-000 with a 6-0 decision.

CONCLUSIONS OF LAW

- 3. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A) and (C), 10.04.03, 10.04.04 and 10.07.02 of the City's Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial /Legislative hearing on these matters and make a recommendation to the City Council on whether the request should be granted by adoption of ordinances.

- 4. The request is consistent with the City's Comprehensive Plan.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject rezoning / Small Scale amendment for Parcel Id# 33962-000-000 is hereby recommended for **APPROVAL** and accordingly, the associated Ordinance should be **ADOPTED**. In addition, the subject rezoning / Small Scale amendment for Parcel Id# 33963-000-000 is hereby recommended for **DENIAL**.

If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this 16 day of December, 2020.

Josh Wakstein, Chairman

JOSH WAKSTEIN, CHAIRMAN

ATTEST:



CHARLES SILKY, SENIOR PLANNER

Signature: 
Josh Wakstein, Chairman (Dec 16, 2020 17:07 CST)
Email: jwakstein@pcb.gov

DATA AND ANALYSIS

- I. APPLICANT:** Alvin's Stores Inc.
- II. PROJECT LOCATION:** 285 Poinsettia Dr. Parcel Id# 33962-000-000 (.573 acres) and 283 Poinsettia Dr. Parcel Id# 33963-000-000 (.229 acres).
- III. REQUEST:** This request is for a Small Scale Plan Amendment and Rezoning. The applicant is requesting a Future Land Use Map change from Single Family Residential Future Land Use designation to Tourist and a Rezoning from R-1c to CH for the subject parcels.
- IV. REASON FOR REQUEST:** The owners were unaware the property was rezoned and are now seeking to have that corrected to match the historic use of the property since 1979 as a warehouse.
- VI. SITE EVALUATION:**
- A. IMPACT ON PUBLIC FACILITIES:**
1. Transportation Facilities:

The western most parcel has and is expected to continue to be used as a warehouse with traffic generation levels to remain the same. If the site were redeveloped, a Development Order with an accompanying traffic study will be required.
 2. Sewer:

The City wastewater treatment plant (WWTP) provides Advanced Wastewater Treatment (AWT) quality effluent, with an accompanying wetlands effluent discharge system in a 2,900-acre facility containing 2,000 acres of receiving wetlands. Currently, the operating permit allows 14 mgd maximum monthly average (10 mgd annual average) treatment and disposal capacity. Monthly average plant flows for January 1, 2019 through December 31, 2019 ranged from 4.4 mgd to 10.3 mgd on a monthly average. In addition, the City's reclaimed water system has been in operation since 2006 and provided between 1.5 and 3.3 mgd of irrigation

water per month in the last fiscal year, depending on the time of year and demands, to residential and commercial areas of the City.

Based on previous historic growth rates of wastewater generation, it is anticipated that there will be a 4% yearly growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City has planned for facilities to be upgraded to coincide with the increased demand.

3. Potable Water:

The City has a franchise from Bay County authorizing the City to provide water service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The City utility system also purchases 100% of its potable water from Bay County via contract. The term of the agreement is through 2042 and states that 26.4 million gallons per day (mgd) will be available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year up to 33.79 mgd in 2020. The City receives the treated County water via two delivery points at bridges crossing St. Andrew Bay and West Bay. That water is stored and re-pumped on demand to meet the City's water needs. The City's current available pumping and transmission capacity is approximately 37.8 mgd. The contract with the County has been designed to increase capacity by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has two (2) - 7 million gallon storage tanks at its West Bay storage and pumping facility, and 2, 4 and 5 million gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which gives the City an additional 25 million gallons of working reserve for peak season and fire flow demand.

Daily water demand for January 1, 2018 through December 31, 2019 ranged from 9.2 mgd to 15.7 mgd on a monthly average, with an annual average of 12.1 mgd. The maximum single-day demand was 18.5 mgd. The County's projected available capacity to supply potable water to the City in 2019 was to be 28.4 mgd, which leaves an excess monthly average capacity ranging from 19.2 mgd to 12.7 mgd with an annual average excess of 16.3 mgd. The excess on the single-day maximum is expected to be 10.8 mgd.

The City has also implemented a reclaimed water system that makes highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaim system, it is estimated that the 20% of total potable water

consumption previously used by similar developments will be replaced by reclaimed water in these new subdivisions.

B. SITE SUITABILITY:

1. Wetlands: According to information supplied by Bay County GIS there are no wetlands located on the subject site.
2. Plant and Wildlife Resources: Information regarding natural resources is based on information from the Florida Natural Areas Inventory "FNAI", which is a non-profit organization administered by The Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity.

According to information supplied by FNAI, there are no threatened or endangered species located on the subject site.

3. Flood Zones:

According to information supplied by FEMA, the site is located in Flood Zone X, which is defined as an area determined to be located outside of the 100 and 500-year floodplains.

C. COMPATABILITY WITH SURROUNDING LAND USES:

Compatibility is generally defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

The current use of the site as a warehouse is generally considered an incompatible use without the implementation of lighting controls and buffering.

CONCLUSION:

It appears one of the subject parcels, the western most parcel; Id# 33962-000-000 was rezoned from commercial to residential sometime after 1988. However, staff has concluded that the eastern most parcel, Id# 33963-000-000 has always been Residential. See the attached zoning maps from 1977, 1988 and 2020 with delineated boundaries.

Staff proposes the Planning Board recommend the requested Future Land Use Map change of the westernmost parcel, Id# 33962-000-000 from Single Family Residential Future Land Use designation to Tourist and a Rezoning from R-1c to CH. In addition, there is no evidence or compelling reason to support the requested change and rezoning of the eastern most parcel, Id #33963-000-000, staff recommends denial of this portion of the request.



CITY OF PANAMA CITY BEACH
Building and Planning Department
 116 S. Arnold Road, Panama City Beach, FL 32413
 850-233-5054, ext. 2313 Fax: 850-233-5049
 Email: achester@pcb.gov

REQUEST FOR ZONING or REZONING – Section 10.02.10

Applicant: Alvin's Stores Inc
 Name(s): _____

Address: 10800 NW 106th St Suite #6

City: Medley State: FL Telephone: _____ Fax: _____

Email: drorlevy@marcodestin.net

Name of Acting Agent: Burke & Blue
 Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Parcel Number of Property for Zoning or Rezoning: 33962-000-000 & 33963-000-000
 (Information from Property Appraiser's Office)

Address/Location of Property for Zoning or Rezoning: 285 Poinsettia Dr & 283 Poinsettia Dr

Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of ten (10) copies.

Small Scale Amendment: \$1500.00 Large Scale Amendment: \$2100.00 Date Collected _____
 If a plan amendment is necessary, please provide an analysis of the consistency of the proposed amendment with all requirements of the Comprehensive Plan and LDC.

The procedure for review of application is found in Sections 10.02.01 and 10.02.10 of the LDC.
Basic Submittal Requirements - LDC Section 10.02.02

Name: Alvin's Stores Inc

Address: 10800 NW 106th St Suite #6 Email Address: _____

City: Medley State: FL Telephone: _____ Fax: _____

Date of Preparation: 05/12/2020 Date(s) of any modifications: _____

Legal Description: (Consistent with the Required Survey) _____

A vicinity map showing the location of the property.

Present Zoning Designation: R-1c Requested Zoning Designation: CH Future Land Use Map: TD

Deed Restrictions or Private Covenants apply to this property: Yes (Please submit a copy) No

Applicant's Signature(s):

Dror Levy

Print Name of Applicant

Dror Levy
Signature

Date: 10/14/2020

Print Name of Applicant

Signature

Date: _____

FEES:

Rezoning Application Fee: \$900.00

Small Scale Amendment Fee: \$1500.00

Includes the rezoning fee.

Large Scale Amendment Fee: \$2100.00

Includes the rezoning fee.

Date Collected: _____

**CITY OF PANAMA CITY BEACH
PUBLIC NOTICE OF SMALL-SCALE AMENDMENT AND
REZONING REQUEST**

The City of Panama City Beach Planning Board will consider the following request:

APPLICANT: Alvin Stores, Inc.

ADDRESS/LOCATION: 285 Poinsettia Drive & 283 Poinsettia Drive
Panama City Beach, FL Panama City Beach, FL
33962-000-000 33963-000-000

This is being requested because, the properties have been used as a warehouse
for the Alvin's Island store at 14520 Front Beach Road since at least 1979
and was zoned appropriately until a City initiated zoning change in 2012.

The owners were unaware that the property had been rezoned and are now
seeking to have that corrected to match the historical use of the property.

MEETING INFORMATION:

Date: December 9, 2020

Time: 1:00 p.m.

Place: City Council Meeting Room
17007 Panama City Beach Parkway
Panama City Beach

The applicant for this rezoning request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5100, ext. 2313.



Legend

- PCB, Parcels
- Major Road
- Minor Road

Zoning_PCB

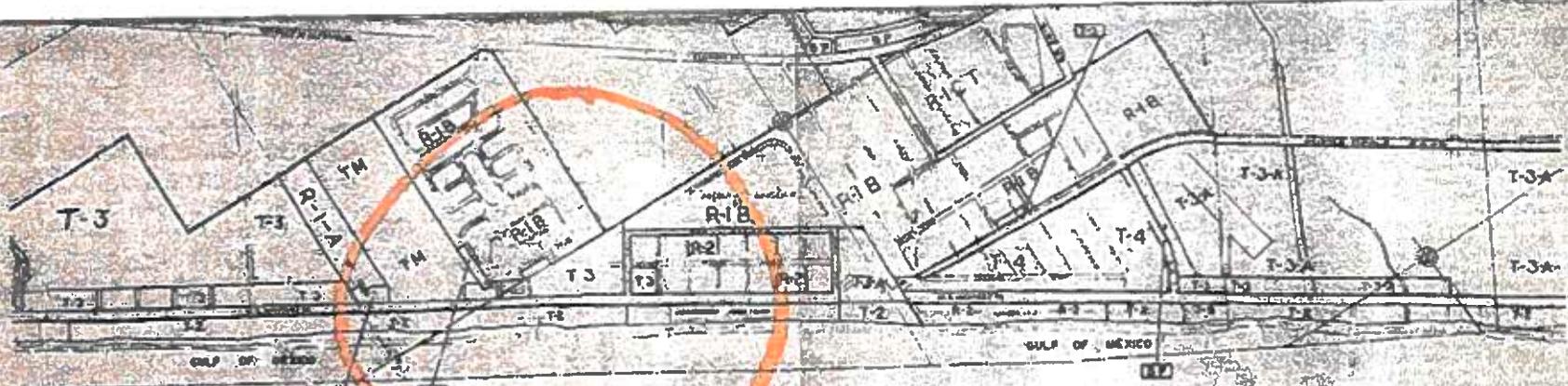
Panama City Beach Zoning

- Commercial - Low Intensity (CL)
- Commercial - Medium Intensity (CM)
- Single Family, High Density Manufactured Home (R-1c-T)
- Single Family, Low Density (R-1a)
- Single Family, Medium Density (R-1b)
- Planned Unit Development (PUD)
- Single Family, High Density (R-1c)
- Residential - Zero Lot Line (RO)
- Light Industry (M-1)
- Recreation (R)
- Conservation (C)
- Agricultural and Rural Residential (AR)
- Townhouse (RTM)
- Limited Multi-family (R-2)
- Unlimited Multi-family (R-3)
- Commercial - High Intensity (CH)
- Public Facilities (PF)



Prepared by The
City of Panama City Beach
Planning Department

2020



CENTER SECTION

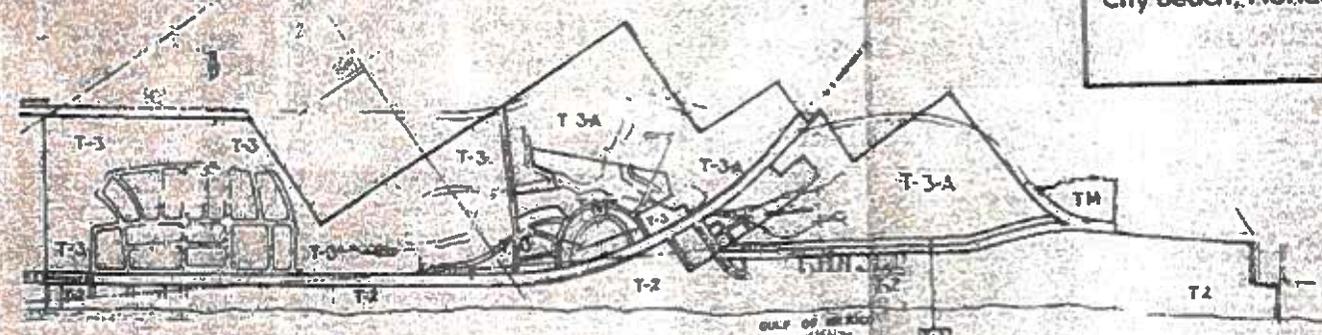
The City of Panama City Beach, Florida proposes to adopt a comprehensive zoning ordinance covering the land area shown in this map.

A public hearing on the ordinance will be held:

Wednesday April 27, 1977,
At 5:05 P.M.

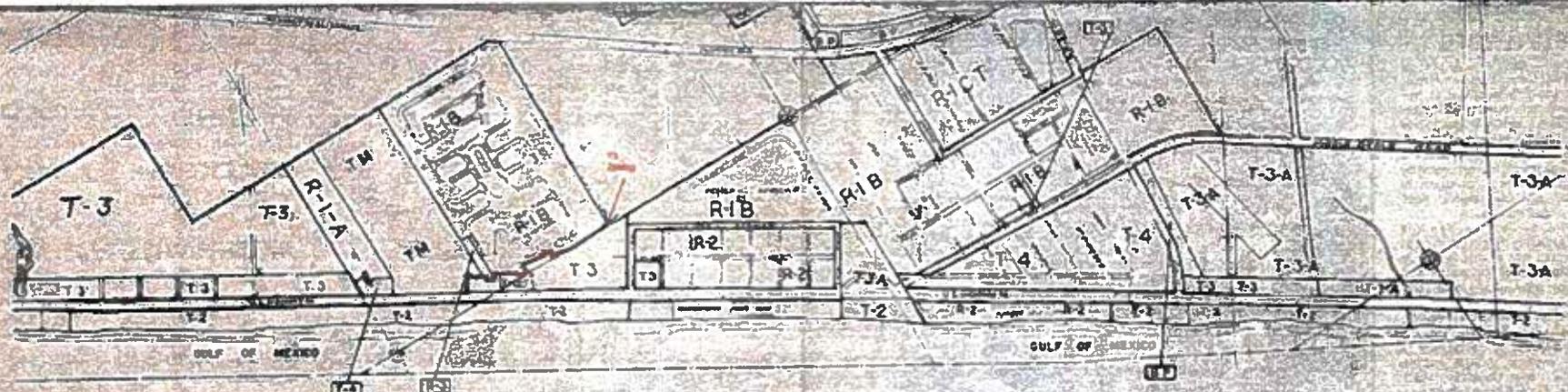
In the Civic Center Counsel Room, Panama City Beach, Florida.

Roy Kingsmill
City Clerk

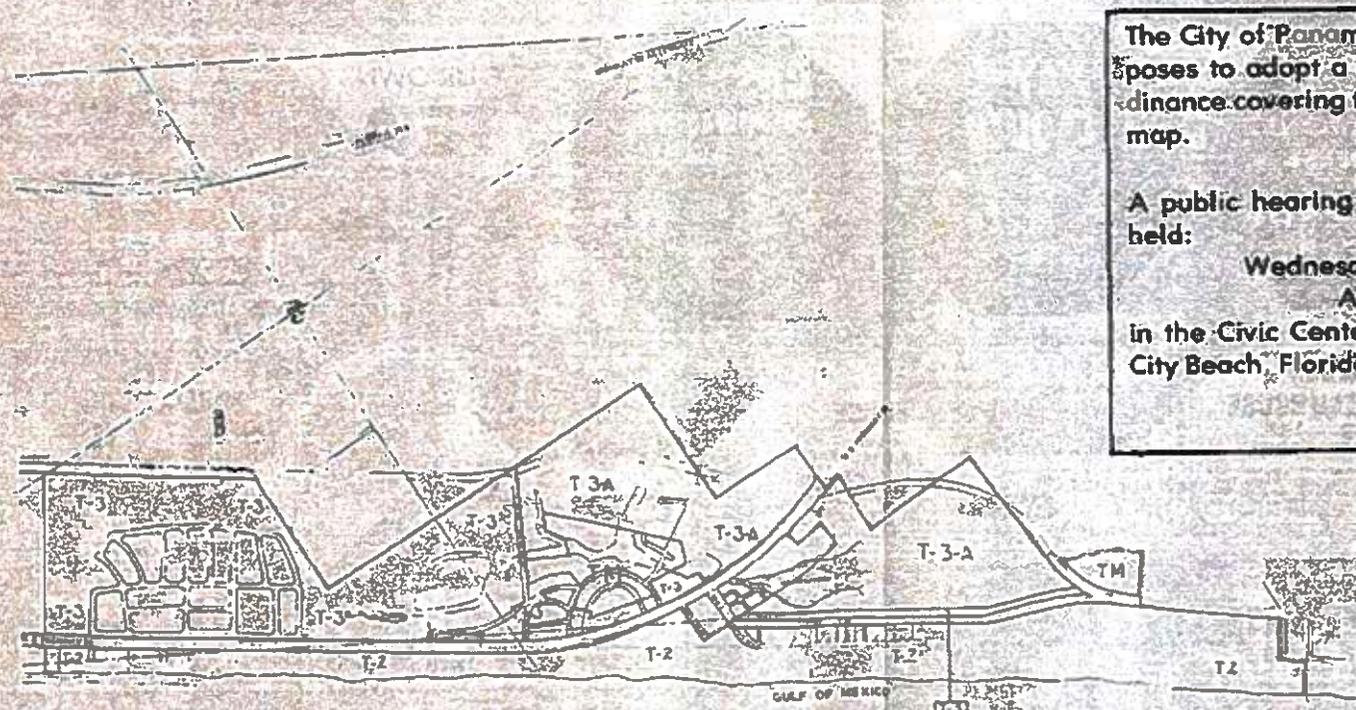


EAST SECTION

6



CENTER SECTION



EAST SECTION

The City of Panama City Beach, Florida proposes to adopt a comprehensive zoning ordinance covering the land area shown in this map.

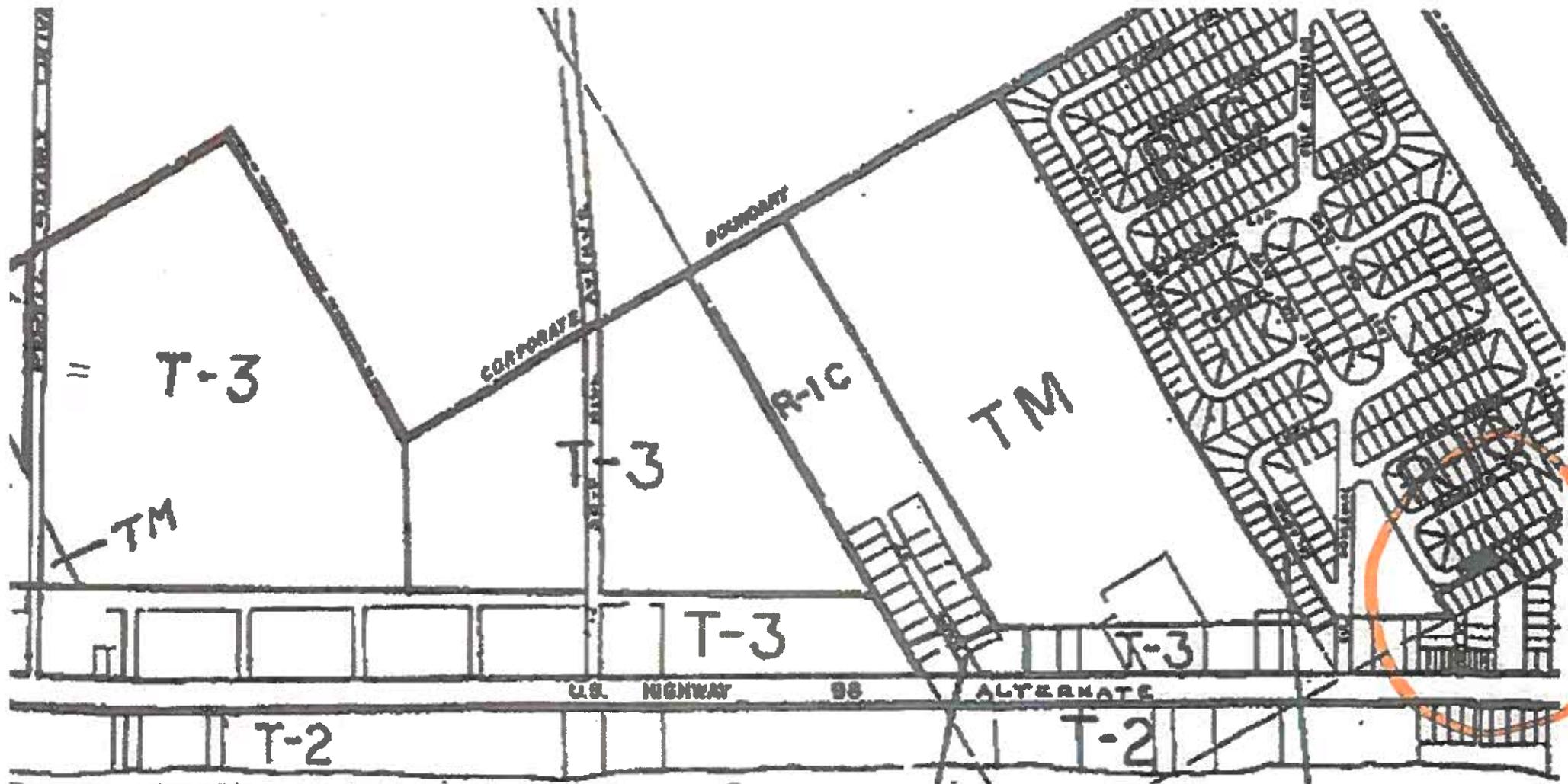
A public hearing on the ordinance will be held:

Wednesday April 27, 1977,
At 5:05 P.M.

in the Civic Center Council Room, Panama City Beach, Florida.

Roy Kingsmill
 City Clerk

10



**NOTICE OF PUBLIC HEARING TO CONSIDER
SMALL-SCALE FUTURE LAND USE MAP AMENDMENT
AND A REZONING REQUEST**

Notice is hereby given by the Planning Board of the City of Panama City Beach, Florida, that, having received an application from Alvin's Stores, Inc., it intends to consider a Small-Scale Future Land Use Map Amendment to Tourist and a Rezoning designation of CH (Commercial High Intensity), for properties located at 285 Poinsettia Drive and 283 Poinsettia Drive. The Planning Board will hold a public hearing to consider the request at the Board's regular meeting to be conducted at 1:00 P.M. on December 9, 2020 at City Hall Annex, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. A copy of the proposed request may be inspected at the office of the City Clerk at City Hall.

Further information on this item may be obtained from Andrea Chester or Charles Silky by calling 850-233-5100. All interested persons are invited to attend and present information for the City Council's consideration. Anyone not appearing in person may submit written comments to the City Clerk at any time prior to the stated meeting time at City Hall or by email to achester@pcbgov.com. The meeting will also be live-streamed on the City website www.pcbgov.com.

An appeal of the Planning Board's decision may be made to the City Council. If a person decides to appeal any decision made by the Planning Board with respect to any matter considered, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Any person requiring a special accommodation to participate in this proceeding because of a disability or physical impairment should contact Andrea Chester, at Building and Planning Department, 116 South Arnold Road, Panama City Beach, Florida, 32413 or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL
BY: TONY O'ROURKE, CITY MANAGER

**CITY OF PANAMA CITY BEACH
PLANNING BOARD MEETING MINUTES
December 9, 2020
MINUTES TO THE REGULAR MEETING**

The meeting was called to order by Chairman Wakstein at 1:00 p.m. and Ms. Chester was asked to call the roll. Members present were Mr. Scruggs, Mr. Johns, Mr. Hodges (arrived late) Mr. Morehouse, Ms. Simmons, and Chairman Wakstein. Member absent was Mr. Caron.

Mr. Scruggs led the Pledge of Allegiance.

ITEM NO. 3 Approval of the October 14, 2020 Planning Board Meeting Minutes

Chairman Wakstein asked if there were any comments or corrections to the meeting minutes. A motion was made by Mr. Scruggs to approve the meeting minutes and it was seconded by Mr. Johns. Ms. Chester was asked to call roll.

Mr. Johns	Yes	Mr. Scruggs	Yes
Ms. Simmons	Yes	Chairman Wakstein	Yes
Mr. Morehouse	Yes		

ITEM NO. 4 Public Comments – Non-Agenda Items - No public comment.

ITEM NO. 5 Alvin's Stores Inc. is requesting approval for a Small-Scale Plan Amendment and Rezoning Requests for a Future Land Use Map change from Single Family Residential to a Future Land Use designation to Tourist and a Rezoning from R-1c (Single Family Residential) to CH (Commercial High Intensity) for two parcels. The parcels are located at 285 Poinsettia Drive, approximately .573 acres and 283 Poinsettia Drive, approximately .229 acres.

Chairman Wakstein introduced the item and verified all the requirements of the application had been met. Ms. Chester was asked to call for the Jennings Act. Mr. Johns visited the property. Mr. Hodges, nothing to disclose. Ms. Simmons visited the property. Mr. Morehouse, nothing to disclose. Mr. Scruggs, nothing to disclose. Chairman Wakstein received email from Mr. Klomps and had visited the property.

Mr. Mike Burke, 16215 Panama City Beach Parkway, representative for Alvin's Island, Inc. Mr. Burke explained the history of these two parcels and the use of the one property has been a warehouse since 1979 as property records reflect. He explained his client was not aware of the rezoning to the property from the City and they were asking for the original zoning to be granted. Mr. Johns asked if there were any plans for the vacant lot at this time, Mr. Burke replied he was not aware of any other than a possible expansion of the retail space.

Chairman Wakstein asked for a staff report. Mr. Silky commented the rezoning from commercial to residential occurred sometime after 1988 for the parcel located at 285 Poinsettia Drive, but that the parcel located at 283 Poinsettia Drive has always been zoned residential. Mr. Silky commented all the maps reflecting this information is part of the staff report in the record and that staff supports the rezoning request for 285 Poinsettia Drive to commercial, but objects to the rezoning request for 283 Poinsettia Drive. Chairman Wakstein opened the meeting up for public comment.

Paul Turner, 407 Oleander Circle commented the neighbors had been fighting the commercial uses from entering the neighborhood for a long time. He stated the allowable uses in Commercial High Intensity zones would be detrimental and have a negative impact on everyone. Mr. Turner commented he understood and supported the request for 285 Poinsettia Drive where the warehouse was currently located.

Bobby Seay, 611 Poinsettia Court commented he was not opposed to the lot where the warehouse was located being rezoned as requested but did oppose the request for the vacant lot. Mr. Seay commented this would have a negative impact on the neighborhood.

Kurt Anderson, 217 Poinsettia Drive stated to allow commercial encroachment into the neighborhood would impact all Open Sands.

Tom Pickrell, 270 Poinsettia Drive commented he supported the request to rezone where the warehouse is currently located but did not support the vacant zoned single-family parcel. Mr. Pickrell stated the neighborhood currently endures large trucks in the neighborhood and this would only further the commercial encroachment into Open Sands.

Joyce Wolf, 242 Poinsettia Drive commented she was new to the neighborhood and appreciated businesses, but not the rezoning requests for the two parcels.

Larry Baxter, 238 Poinsettia Drive explained currently there are trucks that block Short Street and requested there be a fence be placed around the warehouse lot to limit the view of all the containers, etc.

Linda Woehrman, 259 Poinsettia Drive stated that granting the requests for rezoning would open doors for additional lots in the neighborhood to request the same and bring commercial into the neighborhood.

L.T. Smith, 261 Poinsettia Drive reiterated the sentiments of the neighborhood to not approve the requests and stated again how the trucks block Short Street.

Ms. Chester added there were two emails received, Ken Thompson, not in favor of the requests. Mr. Tom Klomps, email received by all board members, not in favor of the requests. Emails were added to the record. Chairman Wakstein closed the public portion of the meeting.

Mr. Burke commented the consensus from the public is the warehouse has always been present and commercial. He stated his client purchased as commercial and the intent was to always have them as commercial for use with Alvin's Island. He asked the board to consider the rezoning requests for both parcels.

Mr. Scruggs agreed the warehouse predates some of the current residents and should be rezoned to allow for the use, but did not agree with the undeveloped lot rezoning, should remain as R-1C. Mr. Johns also agreed. Mr. Hodges asked if the use of 285 Poinsettia Drive could always remain as a warehouse to be less intrusive on the neighbors and asked that a fence be required to shield the neighbors from the storage area. Mr. Morehouse asked if restrictions could be associated with the rezoning for the parcel. Ms. Simmons also agreed with the idea of conditions on the request and reiterated the buffering should meet the requirements of the LDC. Ms. Simmons asked if a lesser zoning could be granted. Discussion ensued.

Mr. Cole Davis explained this was a rezoning request and could not be tailor made into a different zoning. Mr. Leonard explained the use of the property was an accessory to the retail store, which was allowed in the commercial zones. He mentioned that a lesser zone, such as CM or CL also allows for an accessory use and would reflect the same on the Future Land Use map and the Comprehensive Plan of Tourist for all CL, CM or CH. Discussion ensued. Staff was given direction to address any nuisance or code violations that may be present on the property.

Mr. Hodges made a motion to approve a rezoning of CL (Commercial Low Intensity) for parcel located at 285 Poinsettia Drive and denied the rezoning request for parcel located at 283 Poinsettia Drive, it will remain as R-1c (Single Family Residential) and it was seconded by Mr. Scruggs. Ms. Chester was asked to call roll.

Mr. Johns	Yes	Mr. Morehouse	Yes
Mr. Hodges	Yes	Mr. Scruggs	Yes
Ms. Simmons	Yes	Chairman Wakstein	Yes

END Recommended to City Council for consideration.

END

ITEM NO. 6 **Planned Unit Development Master Plan Recommendations - Discussion Continued**

Mr. Leonard explained currently the submitted plan the board reviews is a "bubble plan" with general details for them to decide on the impact and public benefit of the development. Mr. Leonard recommends requiring more specific information, such as transportation impacts and environmental limitations (wetlands, flood zones, protected species, etc.) of a site for the board's consideration. Discussion ensued. Ms. Simmons mentioned if details of the composition of Open Space could be required, the current information is too general. The board agreed with requiring more information for Open Space. Mr. Leonard will bring specific language for Open Space requirements at the next meeting.

Mr. Hodges made a motion to approve the submitted changes to the requirements for Planned Unit Development Master Plan submittals with the addition of composition details for Open Space and it was seconded by Mr. Johns. Ms. Chester was asked to call roll.

REGULAR AGENDA

ITEM #6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Holly White, Finance

2. MEETING DATE:
May 13, 2021

3. REQUESTED MOTION/ACTION:

Consider first reading of the Ordinance. If approved by the Council, staff will advertise a second reading and public hearing.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health

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

Currently, employees of the City who retire as participants from the General Employees' Pension Plan under normal retirement and who are under the age of 62 may not return to work for the City in any capacity without suspending the receipt of their retirement benefits during the period they resume employment. Staff recommends that this provision be changed to allow such retirees to return to work in a part-time or seasonal capacity regardless of age without having to suspend receipt of their retirement benefits. The City benefits greatly from the institutional knowledge of such retirees and finds the ability to employ them on part-time or seasonal basis to be both desirable and cost effective. Staff recommends approval of this ordinance.

[Ordinance 1555.General Employees Pension Plan.pdf](#)

ORDINANCE NO. 1555

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA; FURTHER AMENDING THE CITY OF PANAMA CITY GENERAL MUNICIPAL EMPLOYEES' PENSION PLAN ADOPTED BY ORDINANCE NUMBER 1363, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 26, REEMPLOYMENT AFTER RETIREMENT BY ADDING SECTION 26 SUBSECTION 9 TO ALLOW FOR IN-SERVICE DISTRIBUTIONS AFTER RETIREMENT FOR PART TIME EMPLOYEES REHIRED BY THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Panama City Beach Municipal Employees' Pension Plan has prepared this ordinance to amend, effective upon passage of this ordinance; and

WHEREAS, the Board of Trustees of the Panama City Beach General Municipal Employees' Pension Plan believes that implementation of this ordinance is in the best interests of the citizens of the City of Panama City Beach; and

WHEREAS, passage of this ordinance will allow the City of Panama City Beach to retain certain highly skilled employees after retiring from the Panama City Beach General Municipal Employees' Pension Plan;

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

SECTION 1: That the City of Panama City Beach General Municipal Employees' Retirement Plan, adopted by Ordinance number 1363, as subsequently amended, is hereby further amended by adding Section 26, Reemployment after Retirement, subsection 7 as follows:

Section 26. – Reemployment after Retirement.

7. Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed by the City as a part time or seasonal employee shall be eligible to receive retirement benefits from this System during the period of reemployment. In order to receive these in-service distributions, the Retiree must have reached his or her "normal retirement age" specified in 26 CFR §1.401(a)-1(b)(2) (in consideration of safe harbor regulations as may be effective and applicable or which may become effective and applicable). Such in-service distribution shall be approved by the board of trustees as having no effect on the general municipal employees' retirement plan being a qualified plan under section 401(a) of the Internal Revenue Code.

SECTION 2: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 3: It is the intention of the City Council that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Mayor or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 4: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby 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 Ordinance 1363, as subsequently amended since September 24, 2015, and specifically by this Ordinance 1555, within the Panama City Beach City Code. Unless a contrary ordinance is adopted within ninety (90) days following 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: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, this _____ day of _____, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

MARK SHELDON, MAYOR

Attest:

LYNNE FASONE, CITY CLERK

Published in the Panama City News Herald on the ____ day of _____, 2021.

Posted on pcbgov.com on the ____ day of _____, 2021.

Coding: Words in ~~strikeout~~ type are deletions from existing text.
 Words in underline type are additions.

REGULAR AGENDA

ITEM #7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mel Leonard, Building & Planning

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends the City Council consider the budget amendment to add two (2) seasonal Code Enforcement Officers to assist with double-red flag events and other sandy beach enforcement issues during the higher volume vacation months.

4. AGENDA:

REGULAR AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: No

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

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

As the number of vacationers continues to increase, so has the time needed for enforcement of sandy beach regulations such as swimming during double-red flags, dogs in prohibited areas, glass on the beach, etc... The Code Enforcement Division has four (4) full-time officer positions dedicated to enforcement for the entire City. This season there have already been 29 double-red flag days with the Division issuing 107 tickets for swimming during double-red flags. Double-red flag days consume all of the resources of the Division. Adding two (2) seasonal Code Enforcement Officers will be significant assistance during the busiest times of the season. The Fall and Winter months when the number of vacationers and double-red flag days are less can still be managed by the current full-time Code Enforcement Division.

[21-160.Code Enforcement Budget Amendment.pdf](#)

[seasonal code enforcement officers budget amendment.pdf](#)

RESOLUTION 21-160

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO
APPROPRIATE ADDITIONAL FUNDS FOR TWO SEASONAL
CODE ENFORCEMENT OFFICERS.**

BE IT RESOLVED that the following budget amendment #54 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020 and ending September 30, 2021, to appropriate funding for the addition of two new seasonal code enforcement officers, as shown in and in accordance with the attached and incorporated Exhibit A.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of May, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

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

No. BA #54

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2400-524.13-10	Salaries No Pension	3,700.00	51,300.00	55,000.00
TO	001-2400-524.21-10	Matching FICA	54,300.00	3,930.00	58,230.00
TO	001-2400-524.31-60	Professional Other	13,100.00	80.00	13,180.00
TO	001-2400-524.41-10	Communication Telephone	19,500.00	600.00	20,100.00
TO	001-2400-524.46-50	Repairs and Maintenance Other	20,500.00	2,000.00	22,500.00
TO	001-2400-524.52-10	Operating Supplies	19,500.00	400.00	19,900.00
TO	001-2400-524.52-20	Fuel, Oil and Lubricants	8,500.00	1,200.00	9,700.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	10,901,109.00	(59,510.00)	10,841,599.00
		Check Adjustment Totals:	11,040,209.00	0.00	11,040,209.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funding for the addition of two new seasonal code enforcement officers

ROUTING FOR APPROVAL

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

REGULAR AGENDA

ITEM #8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Cindy Kittler, Administration

2. MEETING DATE:
May 13, 2021

3. REQUESTED MOTION/ACTION:

Approve Resolution authorizing City to enter Interlocal Agreement with Bay County and Panama City for purchase, maintenance and use of 800mhz radio system, and authorizing a budget amendment to appropriate funds for payment of the City's share of the Infrastructure Costs.

Staff recommends approval.

4. AGENDA:
REGULAR AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: No

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety

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

For years the City has been working with Bay County in anticipation of a County-wide 800mhz communications system. In March 2021, the Council approved the purchase of radios and consoles for this system. The attached agreement confirms the City's pro-rated share of the Infrastructure Cost, together with annual anticipated maintenance costs. The City has already approved the purchase of the radios and related equipment at its meeting on March 11, 2021.

The Infrastructure Cost is not currently budgeted because of the uncertainty of the timing of this system's launch, though money has been held in reserves for several years for this specific purpose. Staff recommends amending the current budget to provide for the present appropriation and use of those reserves to pay this Infrastructure Cost in one lump sum.

- [21-161.Interlocal Agreement.Radios.BA.pdf](#)
- [Interlocal Agreement 800 MHz Communication System - Fully Executed.pdf](#)
- [PCB Costs 800 MHz Based On New Counts.pdf](#)
- [800 MHz INTERLOCAL AGREEMENT PCBv2.0.docx](#)
- [2021 BA #60 - 800 mhz infrastructure.pdf](#)

RESOLUTION 21-161

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF PANAMA CITY AND THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE SHARED USE OF AN UPGRADED 800MHZ RADIO COMMUNICATIONS SYSTEM; AUTHORIZING A BUDGET AMENDMENT TO PAY FOR CITY'S SHARE OF INFRASTRUCTURE COST.

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

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Additional Party Agreement, Interlocal Agreement 800MHz Communications System, between the City and the City of Panama City and the Bay County Board of County Commissioners, relating to the shared use of an upgraded 800MHz Radio Communications System, specifically approving the City's pro-rated share of the shared Equipment/Infrastructure Cost in the basic amount of One Million, Five Hundred Ninety One Thousand, Four Hundred Fifteen Dollars (\$1,591,415), together with annual maintenance costs as more specifically set forth in the body of the Agreement, in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The following budget amendment #60 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated therein.

This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of May, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

**INTERLOCAL AGREEMENT
800 MHz COMMUNICATION SYSTEM**

This Interlocal Agreement, entered into this 6 day of April, 2021, by and between the City of Panama City, a municipal corporation of the State of Florida ("Panama City") and the Bay County Board of County Commissioners, a political subdivision of the State of Florida ("Bay County").

WITNESSETH

WHEREAS, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities; and,

WHEREAS, on November 30, 1999, Bay County and Panama City entered into an Interlocal Agreement to establish the terms and conditions governing the shared use of a SMARTNET 800 MHz Radio Communications System; and

WHEREAS, on August 2, 2016, Bay County entered into a contract with Williams Communications to provide Bay County a new turnkey P25 compliant 800 MHz radio system capable of meeting current and future communication needs; and

WHEREAS, now Panama City and Bay County wish to enter into a new Interlocal Agreement to establish the terms and conditions governing the shared use of the upgraded 800 MHz Radio Communications System; and,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Original Parties agree as follows:

1. DEFINITIONS:

Additional Parties – Any agency or government which becomes a party to this Interlocal Agreement after the execution of this Interlocal Agreement.

Fleets – Individual Radio Units, which are combined into groups within the Radio System.

IGRC Steering Committee – A committee created by the execution of this Interlocal Agreement for the purpose of advising the County Manager concerning the management and administration of the Radio System. The members of the IGRC Steering Committee shall be the

Bay County Manager, or his designee, the Panama City Manager, or his designee and the Sheriff, or his designee.

IGRC Technical Advisory Committee – A committee created by the execution of this Interlocal Agreement for the purpose of advising the IGRC Steering Committee on future upgrades and expansions. Each User Agency shall appoint one member to the IGRC Technical Advisory Committee.

Original Parties – Panama City and Bay County.

Radio System – That equipment defined as Radio Units and Shared Equipment combined to create the fully operational 800 MHz Radio Communications System.

Radio Units – All handheld or portable mobile radio units, mobile data units or other pieces of electronic radio equipment, other than Shared Equipment, utilized by an individual person or agencies to access the Radio System for the purpose of transmitting or receiving voice or data communications.

Shared Equipment – All assembled electronic radio equipment required to create the Radio System platform for the purpose of receiving and re-transmitting voice or data communications to and from the Radio System users. Shared Equipment may also be customarily referred to as the “Infrastructure”.

Shared Frequencies – Those 800 MHz frequencies licensed to Original Parties and provided for use to all User Agencies to this Interlocal Agreement.

Subfleets – Radio Units combined into groups by individual User Agencies within a User Agency’s Fleets.

User Agency or User Agencies – All agencies or governments which are or become a party to this Interlocal Agreement.

2. PURPOSE.

A. The purpose of this Interlocal Agreement is to establish the terms and conditions governing the use and cost of the Shared Equipment purchased by Bay County, and to establish guidelines governing the shared use by User Agencies of the Shared Equipment and the Shared Frequencies.

B. Through this Interlocal Agreement, User Agencies agree to share the use of certain equipment purchased as part of the new 800 MHz Communications System, under the terms and conditions as described below. In addition, Panama City and Bay County agree to allow all User Agencies to utilize all licensed 800 MHz radio communications frequencies, under the terms and conditions as described below.

3. SCOPE OF AGREEMENT.

A. The terms and conditions of this Interlocal Agreement incorporate all the rights, responsibilities, and obligations of the User Agencies to each other. The remedies provided herein are exclusive. All User Agencies waive all other remedies, including but not limited to consequential and incidental damages. Bay County agrees to use its best efforts to provide the User Agencies with full and unrestricted use of the Shared Equipment.

B. No User Agency shall be liable to any other User Agency for any third party claim, which may arise out of the operation or use of the Radio System, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The Radio System is designed to assist qualified police, fire, other emergency service professionals and government service employees. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals or employees. All User Agencies acknowledge that the responsibility for providing police, fire, emergency services or other government related services rests with the respective User Agency which is providing such service and not with any other party to this Interlocal Agreement.

4. RADIO SYSTEM COSTS.

A. Although the Radio System has many components, the only equipment included under the operating cost sharing terms of this Interlocal Agreement shall be that equipment which Bay County has purchased and financed that is shared by the User Agencies.

B. The User Agencies agree to share the ongoing operations, maintenance and administrative costs of the Shared Equipment including, but not limited to, operating supplies, electrical costs, and such other costs as are reasonably necessary to operate the Radio System, including any required insurance on the Shared Equipment, according to the cost sharing provisions of Subsection "C" below.

C. Through this Interlocal Agreement, all User Agencies shall share the cost of the Shared Equipment based on the ratio of the total number of Radio Units they individually have in the system, compared to the total number of Radio Units in the Radio System. The ratio shall be reviewed annually beginning 12 months after acceptance of the Radio System and the Shared Costs

shall be recalculated taking into account the total number of Radio Units (including any new User Agencies) in use of the Radio system as of the date of the review.

5. SYSTEM CAPACITY

Panama City initially has a total number of 502 Radio Units in the Radio System.

6. RADIO UNIT/CONSOLE COST

Panama City shall pay to Bay County the sum of Two Hundred and One Thousand Four Hundred and Ten Dollars (\$201,410) for the cost of its Radio Units and for the cost of Five (5) Consoles.

7. SHARED EQUIPMENT/INFRASTRUCTURE COST

Panama City shall pay to Bay County the City's pro rata share of the cost of the Shared Equipment based on the ratio of the total number of the City's Radio Units compared to the total number of Radio Units in the Radio System, multiplied by the total Shared Equipment cost. The total Shared Equipment cost for the Radio System is Nine Million Three Hundred and Eighty Four Thousand Five Hundred and Sixty Nine Dollars and Seventy Cents (\$9,384,569.70). Panama City's share of the Infrastructure Cost is One Million Seven Hundred and Three Thousand and Two Hundred and One Dollars (\$1,703,201.00).

8. FINANCING.

As an alternative to making a lump sum payment to Bay County for the Radio Units, Consoles and Shared Equipment/Infrastructure cost, Panama City may finance its payment and contribute annually to the debt service on Bay County's loan for the new 800 MHz Communications System. Panama City's financial contribution to the loan debt shall be prorated based upon the cost sharing provisions of Section 4C. In the event Panama City decides to finance the payments referred to in Sections 6 & 7, Bay County shall invoice Panama City its prorated share of the financing cost quarterly. Panama City agrees to pay the quarterly invoices within forty-five (45) days. In the event that Panama City chooses to make a onetime lump sum payment, the payment shall be due no later than forty-five (45) days after invoice. Panama City's cost calculation is described on **Exhibit A**.

9. ANNUAL SUBSCRIBER MAINTENACE COST

All User Agencies who utilize the Radio System maintenance contract shall pay an annual subscriber maintenance cost according to the cost sharing provisions of Section 4C. There will be no annual maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual subscriber maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice. In the alternative, User Agencies may enter into separate maintenance contracts for their Radio Units.

10. ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE COST.

All User Agencies agree to share, based upon the cost sharing formula in Section 4C, an annual maintenance fee necessary to keep the Shared Equipment functioning properly, or to enhance the Shared Equipment for the benefit of all User Agencies as determined by the IGRC Steering Committee. There will be no annual Shared Equipment/Infrastructure maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual Shared Equipment/Infrastructure maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice.

11. SYSTEM PROGRAMMING

Bay County will prioritize the programming of radios for public safety users during the cutover to the upgraded 800 MHz Radio Communications System. Bay County will use its best efforts to program Panama City's P25 compliant radios within 90 days of execution of this Interlocal. Bay County will not invoice Panama City for any costs under this Interlocal until all of its P25 compliant radios are programmed and cutover into the new system.

12. TERMINATION OF THE AGREEMENT.

A. The term of this Interlocal Agreement shall be perpetual unless earlier terminated by any party as provided herein.

B. There shall be no refund of any payments under this agreement of the costs of the Shared Equipment/Infrastructure should a User Agency decide to cease using the Shared Equipment.

C. If this Interlocal Agreement is terminated by any User Agency, the remaining User Agencies may remove all equipment purchased or added by the terminating User Agency for attachment or addition to the Radio System. If such equipment is removed, all removal expenses shall be the responsibility of the terminating User Agency. Alternatively, the terminating User Agency may sell such equipment to any other User Agency.

D. If any User Agency sells its solely owned 800 MHz radio communications equipment to an agency that is not a party to this Interlocal Agreement, that agency shall not become a party by virtue of the purchase of the equipment.

E. No party shall remove or disconnect any equipment from the Radio System that would result or cause the Radio System to malfunction or disrupt service to the Radio System users.

F. If Panama City decides to discontinue use of the Shared Frequencies, then Panama City shall notify Bay County of such intention, at least two (2) years in advance.

G. Any Original Party that fails to comply with the terms of this Interlocal Agreement ("Defaulting Original Party") shall be provided with written notice of such failure from the other Original Party and an opportunity to reasonably comply with the provisions of this Interlocal Agreement. If the Defaulting Original Party continues to fail to comply after receiving such written notice, the non-defaulting Original party may terminate the agreement with the Defaulting Original party and the Defaulting Original party shall pay to the non-defaulting Original party the depreciated value of the Shared Equipment that was paid by the non-defaulting Original Party.

H. Any User Agency that fails to comply with the terms of this Interlocal Agreement shall be provided with written notice of such failure from Bay County and an opportunity to reasonably comply with the provisions of this Interlocal Agreement. If such User Agency continues to fail to comply after receiving such written notice, Bay County may terminate the agreement with such User Agency and the User Agency's rights to use the Radio System.

13. MANAGEMENT OF THE AGREEMENT.

A. All User Agencies agree that the day-to-day management of the Shared Equipment and the Shared Frequencies shall be the primary responsibility of the County Manager or his designee. All matters affecting the management or administration thereof shall be referred to the Bay County Manager, or his designee, who is hereby authorized to make all daily management decisions affecting the Radio System.

B. The IGRC Steering Committee shall develop and maintain written policies and procedures governing the ongoing use of the Radio System, which shall provide for a fair and efficient use of the Shared Equipment and Shared Frequencies. The County Manager, or his designee, shall adhere to the policies and procedures established by the IGRC Steering Committee in the day-to-day management and administration of the Radio System. User Agencies agree to reasonably comply with such written policies and procedures, and failure to reasonably comply

may be grounds for termination. The IGRC Steering Committee shall control the access priority level of all individual User Agency Fleets and Subfleets based upon public safety need.

C. The IGRC Technical Advisory Committee shall review and recommend future Radio System upgrades and expansions to the IGRC Steering Committee.

D. In the event of a disaster, additional Radio Units may be added to the Radio System to support the emergency operations of agencies providing mutual aid and assistance. The Steering Committee may reassign Fleets and Subfleets as necessary on a temporary basis.

14. NO THIRD PARTY BENEFICIARY.

Nothing under this Interlocal Agreement shall be construed to give any rights or benefits in this Interlocal Agreement to anyone other than the User Agencies and all duties and responsibilities undertaken pursuant to the Interlocal Agreement shall be for the sole and exclusive benefit of the User Agencies and not for the benefit of any third party.

15. ADDITIONAL PARTIES.

Should any other municipality or agency desire to become an Additional Party to this Interlocal Agreement, and share in the use and ongoing costs of the Shared Equipment and Shared Frequencies, the Additional Party must agree to be bound by all terms and conditions of this Interlocal Agreement. Any Additional Party shall sign an agreement substantially in the form of **Exhibit B** and shall pay for its Radio Units and its prorated portion of the Radio System's Shared Equipment/Infrastructure cost as described in Paragraph 4C.

The Original parties are obligated to accept any Additional Party provided the (i) IGRC Steering Committee has approved the Additional party, (ii) the Additional Party is an agency of government within the Territory of Bay County and (iii) the Additional Party executes an agreement in substantially the same form as **Exhibit B**.

16. RADIO SYSTEM UPGRADES.

If any User Agency or Additional Party initiates a Radio System upgrade to its sole benefit, then said party shall be responsible for all upgrade costs. For any future upgrade that benefits all Radio System users, said upgrade costs will be equally apportioned among the User Agencies in accord with Section 4C of this Interlocal Agreement.

17. MUTUAL COOPERATION.

The User Agencies agree to act in a spirit of mutual cooperation and good faith in the implementation and operation of this Interlocal Agreement.

18. NOTICE.

All notices required to be given under this Interlocal Agreement shall be deemed sufficient to each party when delivered by registered or certified mail to:

Bay County Board of County Commissioners
c/o County Manager
850 W 11th Street
Panama City, FL 32401

The City of Panama City
c/o City Manager
501 Harrison Avenue
Panama City, FL 32401

19. GENERAL TERMS AND CONDITIONS.

A. This Interlocal Agreement represents the entire understanding between the Original Parties, and supersedes all other negotiations, representations, of agreement, either written or oral, relating to the subject matter of this Interlocal Agreement. This Interlocal Agreement shall not be changed, altered, amended or modified except by written instrument signed by the duly authorized representatives of all Original Parties.

B. No User Agency shall be responsible for delays or lack of performance, interruptions in service, or other obligations from acts beyond the control of the User Agency or User Agencies. Such acts shall include but not be limited to acts of God, fire, strikes, material shortages, compliance with State or Federal laws of regulations, riots, acts of war, or any other conditions beyond the reasonable control of the User Agency of User Agencies.

C. In the event that any portion of this Interlocal Agreement shall be held invalid for any reason, such invalidity shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

D. This Interlocal Agreement may not be assigned by any User Agencies hereto, without the express prior written approval of the Original Parties, signed by the duly authorized representative of each Original Party.

E. The headings given to the sections herein are inserted only for convenience and are in no way to be construed as part of this Interlocal Agreement or as a limitation of the scope of the particular section to which the heading refers.

F. This Interlocal Agreement shall be governed by the laws of the State of Florida.

G. Venue to enforce this Agreement shall be in Bay County, Florida.

IN WITNESS WHEREOF, the Original Parties hereto have executed this agreement and it is effective on the date hereof above written.



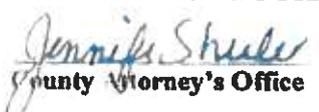
ATTEST:


Bill Kinsaul, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY, FLORIDA


Robert Carroll, Chairman

APPROVED AS TO FORM:


County Attorney's Office



ATTEST:


Panama City Clerk

CITY OF PANAMA CITY:


Greg Brudnicki, Mayor

CONCURRENCE:


Tommy Ford, Sheriff

APPROVED AS TO FORM AND CORRECTNESS:


Nevin J. Zimmerman, City Attorney
Burke Blue P.A.



800 MHz Radio System Annual Cost Calculations

Assumptions	Semi-annual
Years Financed	7
Interest Rate	3.02%

Panama City

New P-25 Radios (includes consoles)	5
Existing P-25 Radios	497
Total Radios Panama City	502

Total System Radios (all agencies)	2,766
Portion of System % Panama City (based on radios)	18.15%

Infrastructure Cost to Agency	\$ 1,703,201
Existing Radio Cost	\$ -
Console Cost	\$ 201,410
New Radio Cost	\$ -
Panama City System Cost	\$ 1,904,611

ANNUAL COST FOR AGENCY

Annual Debt Service for Infrastructure	\$ 314,174.60
Annual Debt Service for Radios (New Radios/Consoles)	\$ 35,333.21
Annual Infrastructure Maintenance Cost (Maintenance Contract)*	\$ -
Annual Subscriber Maintenance Cost*	\$ -
Annual Operation and Maintenance Radio Charge (\$120 per year per radio)	\$ 60,240.00
Total All-in Annual Cost	\$ 409,747.82

One-time existing P-25 programming	\$ -
------------------------------------	------

*First year is at \$0 cost. Thereafter annually:

Annual Infrastructure Maintenance Cost (Maintenance Contract)	\$ 62,976.86
Annual Subscriber Maintenance Cost	\$ 12,704.27

EXHIBIT B

**ADDITIONAL PARTY AGREEMENT
INTERLOCAL AGREEMENT 800 MHz COMMUNICATIONS SYSTEM**

WITNESSETH

This Interlocal Agreement, entered into this _____ day of _____, 2021, by and between the City of Panama City, a municipal corporation of the State of Florida, ("Panama City"), the Bay County Board of County Commissioners, a political subdivision of the State of Florida ("Bay County"), and _____, a municipal corporation of the State of Florida ("_____").

WHEREAS, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and,

WHEREAS, Panama City, Bay County, and _____ wish to enter into an Interlocal Agreement whereby they may establish the terms and conditions governing the shared use of the upgraded 800 MHz Radio Communications System;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, Panama City, Bay County and _____ agree as follows:

1. SCOPE OF AGREEMENT

Panama City, Bay County and _____ agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the ____ day of _____ 2021, between Panama City and Bay County (the "Original Agreement"). _____ shall be bound to the Original Agreement as a User Agency and an Additional Party.

2. SYSTEM CAPACITY

_____ initially has a total number of _____ Radio Units in the Radio System.

3. RADIO UNIT COST

_____ shall pay to Bay County _____ for the cost of its Radio Units.

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

_____ shall pay to Bay County its share of the cost of the Shared Equipment based on the ratio of the total number of the Radio Units that it has in the system, compared to the total number of Radio Units in the Radio System, multiplied by the total Shared Equipment/Infrastructure cost. The total Shared Equipment cost for the Radio System is Nine Million Three Hundred and Eighty Four Thousand Five Hundred and Sixty Nine Dollars and Seventy Cents (\$9,384,569.70). _____ prorated share of the Shared Equipment/Infrastructure cost is _____.

5. FINANCING.

As an alternative to making a lump sum payment to Bay County for the Radio Units, and Shared Equipment/Infrastructure cost, _____ may finance its payment and contribute annually to the debt service on Bay County's loan for the new 800 MHz Communications System. _____'s financial contribution to the loan debt shall be prorated based upon the cost sharing provisions of Section 4C of the Original Agreement. In the event _____ decides to finance the payments referred to in Sections 3 & 4, Bay County shall invoice _____ its prorated share of the financing cost quarterly. _____ agrees to pay the quarterly invoices within forty-five (45) days. In the event that _____ chooses to make a onetime lump sum payment, the payment shall be due no later than forty-five (45) days after invoice. _____'s cost calculation is described on **Exhibit A.**

6. ANNUAL SUBSCRIBER MAINTENANCE COST

All User Agencies who utilize the Radio System maintenance contract shall pay an annual subscriber maintenance cost according to the cost sharing provisions of Section 4C of the Original Agreement. There will be no annual maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual subscriber maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice. In the alternative, User Agencies may enter into separate maintenance contracts for their Radio Units.

7. ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE COST.

All User Agencies agree to share, based upon the cost sharing formula in Section 4C of the Original Agreement, an annual maintenance fee necessary to keep the Shared Equipment functioning properly, or to enhance the Shared Equipment for the benefit of all User Agencies as determined by the IGRC Steering Committee. There will be no annual Shared Equipment/Infrastructure maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual Shared Equipment/Infrastructure maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice.

8. NOTICES

All notices required to be given under this Interlocal Agreement shall be deemed sufficient to each party when delivered by registered or certified mail to:

Bay County Board of County Commissioners
c/o County Manager
840 W 11th Street
Panama City, FL 32401

The City of Panama City
c/o City Manager
501 Harrison Avenue
Panama City, FL 32401

The City of _____
c/o City Manager

IN WITNESS WHEREOF, Panama City, Bay County and _____ hereto have executed this agreement and it is effective on the date first above written.

**BAY COUNTY BOARD OF COUNTY
COMMISSIONERS**

ATTEST

By: _____
_____, Chairman

By:
Bill Kinsaul, Clerk

CITY OF PANAMA CITY

By: _____
_____, **Chairman**

ATTEST

By: _____, **City Clerk**

CITY OF _____

By: _____
_____, **Chairman**

ATTEST

By: _____, **City Clerk**

800 MHz Radio System Annual Cost Calculations

Assumptions	Semi-annual
Years Financed	7
Interest Rate	3.02%

Panama City Beach

New P-25 Radios (includes consoles)	344
Existing P-25 Radios	122
<hr/>	
Total Radios Panama City Beach	466

Total System Radios (all agencies)	2,748
Portion of System % Panama City Beach (based on radios)	16.96%

Infrastructure Cost to Agency	\$	1,591,415
Existing Radio Cost	\$	-
Console Cost	\$	161,128
New Radio Cost	\$	914,122
<hr/>		
Panama City Beach System Cost	\$	2,666,665

ANNUAL COST FOR AGENCY

Annual Debt Service for Infrastructure	\$	293,554.49
Annual Debt Service for Radios (New Radios/Consoles)	\$	188,984.19
Annual Infrastructure Maintenance Cost (Maintenance Contract)*	\$	-
Annual Subscriber Maintenance Cost*	\$	-
Annual Operation and Maintenance Radio Charge (\$120 per year per radio)	\$	55,920.00
<hr/>		
Total All-in Annual Cost	\$	538,458.68

One-time existing P-25 programming	\$	-
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*First year is at \$0 cost. Thereafter annually:

Annual Infrastructure Maintenance Cost (Maintenance Contract)	\$	58,843.52
Annual Subscriber Maintenance Cost	\$	11,870.45

**ADDITIONAL PARTY AGREEMENT
INTERLOCAL AGREEMENT 800 MHz COMMUNICATIONS SYSTEM**

WITNESSETH

This Interlocal Agreement, entered into this _____ day of _____, 2021, by and between the City of Panama City, a municipal corporation of the State of Florida, ("Panama City"), the Bay County Board of County Commissioners, a political subdivision of the State of Florida ("Bay County"), and the City of Panama City Beach, a municipal corporation of the State of Florida ("Panama City Beach").

WHEREAS, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and,

WHEREAS, Panama City, Bay County, and Panama City Beach wish to enter into an Interlocal Agreement whereby they may establish the terms and conditions governing the shared use of the upgraded 800 MHz Radio Communications System;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, Panama City, Bay County and Panama City Beach agree as follows:

1. SCOPE OF AGREEMENT

Panama City, Bay County and Panama City Beach agree to be bound by the terms and conditions of the 800 MHz Communications System Interlocal Agreement entered into on the 6th day of April 2021, between Panama City and Bay County (the "Original Agreement"). Panama City Beach shall be bound to the Original Agreement as a User Agency and an Additional Party.

2. SYSTEM CAPACITY

Panama City Beach initially has a total number of 466 Radio Units in the Radio System.

3. RADIO UNIT COST

Panama City Beach shall pay to Bay County the sum of One Million Seventy Five Thousand Two Hundred and Fifty Dollars (\$1,075,250) for the cost of its Radio Units and for the cost of Four (4) Consoles.

4. SHARED EQUIPMENT/INFRASTRUCTURE COST

Panama City Beach shall pay to Bay County its share of the cost of the Shared Equipment based on the ratio of the total number of the Radio Units that it has in the system, compared to the total number of Radio Units in the Radio System, multiplied by the total Shared Equipment/Infrastructure cost. The total Shared Equipment cost for the Radio System is Nine Million Three Hundred and Eighty Four Thousand Five Hundred and Sixty Nine Dollars and Seventy Cents (\$9,384,569.70). Panama City Beach's prorated share of the Shared Equipment/Infrastructure cost is One Million Five Hundred and Ninety-One Thousand Four Hundred and Fifteen Dollars (\$1,591,415).

5. FINANCING.

As an alternative to making a lump sum payment to Bay County for the Radio Units, and Shared Equipment/Infrastructure cost, Panama City Beach may finance its payment and contribute annually to the debt service on Bay County's loan for the new 800 MHz Communications System. Panama City Beach's financial contribution to the loan debt shall be prorated based upon the cost sharing provisions of Section 4C of the Original Agreement. In the event Panama City Beach decides to finance the payments referred to in Sections 3 & 4, Bay County shall invoice Panama City Beach its prorated share of the financing cost quarterly. Panama City Beach agrees to pay the quarterly invoices within forty-five (45) days. In the event that Panama City Beach chooses to make a onetime lump sum payment, the payment shall be due no later than forty-five (45) days after invoice. Panama City Beach's cost calculation is described on **Exhibit A**.

6. ANNUAL SUBSCRIBER MAINTENANCE COST

All User Agencies who utilize the Radio System maintenance contract shall pay an annual subscriber maintenance cost according to the cost sharing provisions of Section 4C of the Original Agreement. There will be no annual maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual subscriber maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice. In the alternative, User Agencies may enter into separate maintenance contracts for their Radio Units.

7. ANNUAL SHARED EQUIPMENT/INFRASTRUCTURE MAINTENANCE COST.

All User Agencies agree to share, based upon the cost sharing formula in Section 4C of the Original Agreement, an annual maintenance fee necessary to keep the Shared Equipment functioning properly, or to enhance the Shared Equipment for the benefit of all User Agencies as

determined by the IGRC Steering Committee. There will be no annual Shared Equipment/Infrastructure maintenance cost for the first year following system acceptance. Bay County shall invoice each User Agency its prorated share of the annual Shared Equipment/Infrastructure maintenance cost quarterly. Each User Agency shall pay the quarterly invoices within forty-five (45) days after invoice.

8. NOTICES

All notices required to be given under this Interlocal Agreement shall be deemed sufficient to each party when delivered by registered or certified mail to:

Bay County Board of County Commissioners
c/o County Manager
840 W 11th Street
Panama City, FL 32401

The City of Panama City
c/o City Manager
501 Harrison Avenue
Panama City, FL 32401

The City of Panama City Beach
c/o City Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

IN WITNESS WHEREOF, Panama City, Bay County and Lynn Haven hereto have executed this agreement and it is effective on the date first above written.

**BAY COUNTY BOARD OF COUNTY
COMMISSIONERS**

ATTEST

By: _____
Robert Carroll, Chairman

By: _____
Bill Kinsaul, Clerk

CITY OF PANAMA CITY

By: _____
_____, Chairman

CITY OF PANAMA CITY BEACH

By: _____
Drew Whitman, City Manager

ATTEST

By: _____
_____, City Clerk

ATTEST

By: _____
Lynne Fasone, City Clerk

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

No. BA #60

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.81-40	Contributions - Bay County 800 MHz	0.00	696,680.00	696,680.00
TO	001-2201-522.81-40	Contributions - Bay County 800 MHz	0.00	525,920.00	525,920.00
TO	001-2400-524.81-40	Contributions - Bay County 800 MHz	0.00	17,080.00	17,080.00
TO	001-4100-541.81-40	Contributions - Bay County 800 MHz	0.00	43,490.00	43,490.00
FROM	001-8100-999.95-00	Reserves Restricted	3,742,675.00	(207,842.00)	3,534,833.00
FROM	001-8100-999.94-00	Reserves Capital Expenditures	6,386,930.00	(1,075,328.00)	5,311,602.00
	CRA				
TO	160-5901-559.81-40	Contributions - Bay County 800 MHz	0.00	5,810.00	5,810.00
FROM	160-5901-559.95-00	Reserves Restricted	43,277,304.00	(5,810.00)	43,271,494.00
	STORMWATER				
TO	180-3800-538.81-40	Contributions - Bay County 800 MHz	0.00	22,430.00	22,430.00
FROM	180-8100-999.95-00	Reserves Restricted	227,572.00	(22,430.00)	205,142.00
	UTILITY				
TO	401-3300-533.81-40	Contributions - Bay County 800 MHz	0.00	116,600.00	116,600.00
TO	401-3500-535.81-40	Contributions - Bay County 800 MHz	0.00	163,450.00	163,450.00
FROM	401-8100-999.95-00	Reserves Restricted	20,749,647.00	(47,608.50)	20,702,038.50
FROM	401-8100-999.96-00	Reserves Available for Expenditures	37,379,363.00	(232,441.50)	37,146,921.50
		Check Adjustment Totals:	111,763,491.00	0.00	111,763,491.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from capital expenditures reserves, restricted reserves, and unrestricted reserves for the City's contribution to Bay County for the City's portion (16.96%) of the new 800 MHz radio system infrastructure cost

ROUTING FOR APPROVAL

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

REGULAR AGENDA

ITEM #9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Wayne Maddox, Police

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

We respectfully request the Council's approval for a budget amendment of \$50,000.00 for additional police mutual aid.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** No

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

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

We respectfully request the Council's approval for a budget amendment of \$50,000.00 for additional police mutual aid. This action will assist with adding additional police officers during dates and events when calls for service are heightened and assistance is needed.

[21-162.Mutual Aid Agreement.pdf](#)
[2021 BA #56 - Police Mutual Aid.pdf](#)

RESOLUTION 21-162

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE ADDITIONAL FUNDS FOR POLICE MUTUAL AID IN THE AMOUNT OF \$50,000.

BE IT RESOLVED that the following budget amendment #56 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020 and ending September 30, 2021, to appropriate funding for additional police mutual aid, as shown in and in accordance with the attached and incorporated Exhibit A.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of May, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

REGULAR AGENDA

ITEM #10



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Jason Pickle, Administration

2. MEETING DATE:

May 13, 2021

3. REQUESTED MOTION/ACTION:

Request Council approve budget amendment #45 which reflects expenditure for fully extracting City emails from current vendor, Global Relay.

4. AGENDA:

REGULAR AGENDA

5. IS THIS ITEM BUDGETED

(IF APPLICABLE)?: No

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health

Quality of Life

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

City staff have identified cost savings in switching from current email archiving vendor, Global Relay, and relocating to their licensed email tenant. The current yearly contract expects \$11,000 per fiscal year resulting in \$55,000 total costs over a 5 year period. This purchase of data would effectively allow City staff to cancel current contract with Global Relay in October and save the City a total of \$45,000 over the next 5 years. This move would also assist public records request responses by reducing costs for future information exports and providing more robust search functionality in the current mail tenant's archiver.

Staff recommends approval of budget amendment #45.

[21-163.Global Relay BA.pdf](#)

[2021 BA #45 - Global Relay.pdf](#)

RESOLUTION 21-163

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR THE PURCHASE OF ARCHIVED RECORDS.

BE IT RESOLVED that the following budget amendment #45 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020 and ending September 30, 2021, as shown in and in accordance with the attached and incorporated Exhibit A.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of May, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

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

No. BA #45

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-1100-511.41-10	Communication Telephone	4,200.00	245.00	4,445.00
TO	001-1300-513.41-10	Communication Telephone	44,600.00	1,135.00	45,735.00
TO	001-1500-515.41-10	Communication Telephone	4,000.00	140.00	4,140.00
TO	001-2101-521.41-10	Communication Telephone	211,200.00	5.00	211,205.00
TO	001-2201-522.41-10	Communication Telephone	84,500.00	2,555.00	87,055.00
TO	001-2400-524.41-10	Communication Telephone	20,100.00	950.00	21,050.00
TO	001-4100-541.41-10	Communication Telephone	16,000.00	315.00	16,315.00
TO	001-7201-572.41-10	Communication Telephone	55,000.00	1,195.00	56,195.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	10,841,599.00	(6,540.00)	10,835,059.00
	CRA				
	160-5901-559.41-10	Communication Telephone	12,500.00	190.00	12,690.00
FROM	160-5901-559.95-00	Reserves Restricted	43,286,244.00	(190.00)	43,286,054.00
	STORMWATER				
TO	180-3800-538.41-10	Communication Telephone	11,100.00	965.00	12,065.00
FROM	180-8100-999.95-00	Reserves Restricted	237,287.00	(965.00)	236,322.00
	UTILITY				
TO	401-3300-533.41-10	Communication Telephone	52,200.00	155.00	52,355.00
TO	401-3500-535.41-10	Communication Telephone	45,100.00	1,200.00	46,300.00
FROM	401-8100-999.96-00	Reserves Available for Expenditures	37,389,468.00	(1,355.00)	37,388,113.00
	PIER				
TO	402-7500-575.41-10	Communication Telephone	12,000.00	365.00	12,365.00
FROM	402-7500-575.96-00	Reserves Available for Expenditures	471,483.00	(365.00)	471,118.00
	AQUATIC CENTER				
TO	403-0000-572.41-10	Communication Telephone	6,500.00	365.00	6,865.00
FROM	403-0000-999.96-00	Reserves Available for Expenditures	272,739.00	(365.00)	272,374.00
		Check Adjustment Totals:	93,077,820.00	0.00	93,077,820.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate \$10,000 from available reserves for the purchase of the City's archived emails from Global Relay. This will allow the City to cancel service with Global Relay, ultimately saving the City \$45,000 over the next 5 years.

ROUTING FOR APPROVAL

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