

RESOLUTION NO. 24-148

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING TASK ORDERS WITH CHANDLER AND ASSOCIATES OF PANAMA CITY, INC. AND DEAL CONSULTING, P.A. FOR THE UPDATE OF APPRAISALS OF PROPERTIES NECESSARY FOR FRONT BEACH ROAD PROJECTS, AND FOR CONSULTATION, PREPARATION AND ATTENDANCE AT HEARINGS RELATED TO THE CITY'S ACQUISITION OF PROPERTIES BY EMINENT DOMAIN FOR TOTAL COMPENSATION NOT TO EXCEED \$50,000.00 EACH.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order between the City and Chandler and Associates of Panama City, Inc. relating to the periodic update of appraisals, and preparation for and attendance at hearings or meetings related to the acquisition of properties for the Front Beach Road Right Of Way Projects, in an amount not to exceed \$50,000.00, in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order between the City and Deal Consulting, P.A. relating to the periodic update of appraisals, and preparation for and attendance at hearings or meetings related to the acquisition of properties for the Front Beach Road Right Of Way Projects, in an amount not to exceed \$50,000.00, 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 shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 27th day of June, 2024.

CITY OF PANAMA CITY BEACH

By: 
Stuart Tettermer, Mayor

ATTEST:


Lynne Fasone, City Clerk

COMBINED TASK ORDER AND NOTICE TO PROCEED

TASK ORDER NO. 2024-

DATE: JUNE 27, 2024

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEAL CONSULTING, P.A. RELATING TO PROFESSIONAL APPRAISAL SERVICES dated April 27, 2023, (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, Appraiser agrees to perform the specific tasks related to **Front Beach Road Right-of-Way Project Segment 4.3:**

Requested attendance at CRA team meetings and associated travel; preparation for and attendance at hearings or depositions and costs of associated travel; updates of appraisals previously completed in advance of hearings or settlement meetings; consultations with City staff regarding general appraisal or market matters unrelated to property for which an appraisal report has been requested or tasked.

Appraiser's total compensation shall be determined on a time-involved basis with a maximum cost of \$50,000.00.

Work shall be directed when needed. Once requested by the City Attorney, work shall be completed within 30 calendar days. Liquidated delay damages, if any, are set at the rate of \$ 0.00 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 Appraiser and City, Appraiser is directed to proceed.

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

Witness:

DEAL CONSULTING, P.A.
By: _____ Date: _____
Its:

ATTEST:
Lynne Fasone
City Clerk

CITY OF PANAMA CITY BEACH, FL
By: Drew Whitman Date: 7-3-24
Drew Whitman, City Manager

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2024-

DATE: JUNE 27, 2024

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND CHANDLER AND ASSOCIATES OF PANAMA CITY, INC. RELATING TO PROFESSIONAL APPRAISAL SERVICES dated August 13, 2020, (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, Appraiser agrees to perform the following specific tasks related to Front Beach Road Right-of-Way Project Segments 4.2 and 4.3:

Requested attendance at CRA team meetings and associated travel; preparation for and attendance at hearings or depositions and costs of associated travel; updates of appraisals previously completed in advance of hearings or settlement meetings; consultations with City staff regarding general appraisal or market matters unrelated to property for which an appraisal report has been requested or tasked.

Appraiser's total compensation shall be determined on a time-involved basis with a maximum cost of \$50,000.00.

Work shall be directed when needed. If an appraisal update is requested by the City Attorney, work shall be completed within 30 calendar days. Liquidated delay damages, if any, are set at the rate of \$ 0.00 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 Appraiser and City, Appraiser is directed to proceed.

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

Witness:

CHANDLER AND ASSOCIATES OF PANAMA
CITY, INC.

By: _____ Date: _____

Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

Lynne Fasone
Lynne, Fasone, City Clerk

By: Drew Whitman Date: 7-9-24
Drew Whitman, City Manager