

PANAMA CITY BEACH CITY COUNCIL

AGENDA

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

MEETING DATE: January 9, 2020
MEETING TIME: 6:00 p.m.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – PASTOR RAMON DUVALL, BEACHSIDE FELLOWSHIP
- III. PLEDGE OF ALLEGIANCE – COUNCILMAN CASTO
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES
SPECIAL MEETING – DECEMBER 2, 2019
REGULAR COUNCIL MEETING – DECEMBER 12, 2019
SPECIAL MEETING – DECEMBER 13, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS – COUNCILMAN CASTO
 - 1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.
 - 2 PROCLAMATION – KEY CLUB.
 - 3 HALF-CENT SALES TAX CITIZENS OVERSIGHT COMMITTEE PRESENTATION.
- VIII. PUBLIC COMMENTS – REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 *RESOLUTION 20-38, BID AWARD – SKID-STEER. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with United Rentals for the purchase of a Skid Steer in the amount of \$50,995.00.”*
 - 2 *RESOLUTION 20-39, BID AWARD – LANDSCAPE MAINTENANCE SERVICES – CITY MAIN CAMPUS FY 2020. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Rotolo Consultants, Inc., related to Landscape Maintenance Services on the City’s Main Campus in the amount of \$40,707.80 per annum.”*
 - 3 *RESOLUTION 20-40, BID AWARD – FRANK BROWN PARK PARKING LOT SEALING & CRACK REPAIR. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Emerald Coast Striping for the repair and resurface of the Frank Brown Park parking lot in the amount of \$58,000.”*
- X. REGULAR AGENDA - DISCUSSION/ACTION

| NO. | OFFICIAL | ITEM |
|-----|----------|---|
| 1 | JP | RESOLUTION 20-31, BID AWARD – BEVERAGE VENDING AT PARKS. |
| 2 | HW | RESOLUTION 20-41, BUDGET AMENDMENT #8, REAPPROPRIATING FUNDS FOR SCHOOL ZONE SIGNS. |
| 3 | HW | RESOLUTION 20-42, REVISING AUDIT COMMITTEE. |
| 4 | HW | RESOLUTION 20-43, CITY MANAGER CONTRACT. |

- 5 **DW RESOLUTION 20-44, AUTHORIZING LETF FUNDS FOR K9 OFFICER.**
- 6 **JP RESOLUTION 20-37, BID AWARD – AQUATIC CENTER POOL LINER PROJECT 2020 AND BUDGET AMENDMENT #10.**
- 7 **DC RESOLUTION 20-45, CRA WORK ORDER.**
- 8 **AS RESOLUTION 20-46, FIRE STATION CHANGE ORDER.**
- 9 **DC RESOLUTION 20-47, POWELL ADAMS ROAD ENGINEERING SERVICES.**
- 10 **ML ORDINANCE 1504, CARR ANNEXATION, 2ND READING, PUBLIC HEARING.**
- 11 **ML ORDINANCE 1505, CARR COMPREHENSIVE PLAN AMENDMENT, 2ND READING, PUBLIC HEARING.**
- 12 **ML ORDINANCE 1506, CARR ZONING, 2ND READING, PUBLIC HEARING.**
- 13 **ML ORDINANCE 1507, PLACEMENT OF INFLATABLE AMUSEMENTS ON THE SANDY GULF BEACH, 2ND READING, PUBLIC HEARING.**
- 14 **ML ORDINANCE 1508, COMMUNITY MEETINGS, 1ST READING.**
- 15 **ML ORDINANCE 1509, ST. JOE PIER PARK EAST LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT, 1ST READING, PUBLIC HEARING.**
- 16 **ML ORDINANCE 1510, ST. JOE PIER PARK EAST REZONING, 1ST READING, PUBLIC HEARING.**
- 17 **ML ORDINANCE 1511, ST. JOE FOUR CORNERS LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT, 1ST READING, PUBLIC HEARING.**
- 18 **ML ORDINANCE 1512, ST. JOE FOUR CORNERS REZONING, 1ST READING, PUBLIC HEARING.**
- 19 **ML ORDINANCE 1513, UPDATING CAPITAL IMPROVEMENTS SCHEDULE, 1ST READING.**
- 20 **ML ORDINANCE 1514, R-3 SETBACKS, 1ST READING.**
- 21 **HW ORDINANCE 1515, PODIUM STANDARDS, 1ST READING.**
- 22 **MT DISCUSSION OF ACTING CITY MANAGER STIPEND.**
- 23 **GM DISCUSSION OF FRONT BEACH ROAD CRA SEGMENT 2.**

XI. DELEGATE AND STAFF REPORTS

1 **DELEGATIONS.** In accordance with the City Council's rules and procedures, residents or tax-collectors of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card. Speaker cards are located inside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by the Chair.

- 2 ATTORNEY REPORT.
- 3 CITY MANAGER REPORT.
- 4 COUNCIL COMMENTS.
- 5 ADJOURN.

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

| | | | |
|-----------------|-------------------------------------|-----------------|-------------------------------------|
| PAUL CASTO | <input checked="" type="checkbox"/> | PAUL CASTO | <input checked="" type="checkbox"/> |
| PHIL CHESTER | <input checked="" type="checkbox"/> | PHIL CHESTER | <input checked="" type="checkbox"/> |
| GEOFF MCCONNELL | <input checked="" type="checkbox"/> | GEOFF MCCONNELL | <input checked="" type="checkbox"/> |
| HECTOR SOLIS | <input checked="" type="checkbox"/> | HECTOR SOLIS | <input checked="" type="checkbox"/> |
| MIKE THOMAS | <input checked="" type="checkbox"/> | MIKE THOMAS | <input checked="" type="checkbox"/> |

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

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

 1.6.2020
 City Clerk Date

 1.6.2020
 City Clerk Date

IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed to interested parties and posted on the website on: 01/06/20 4 p.m.

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

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

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

DRAFT
MINUTES

The Special Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on December 2, 2019.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
HECTOR SOLIS

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
MARY JAN BOSSERT
CITY ATTORNEY:
AMY MYERS

Mayor Thomas called the Special Meeting to order at 1:00 p.m. with all Councilmen, the City Manager, City Clerk, and City Attorney present.

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

Mayor Thomas asked if there were any deletions to the Agenda. There were none.

Councilman McConnell made the motion to approve the agenda as written. Councilman Chester seconded the motion passed by unanimous roll call vote as follows:

| | |
|----------------------|-----|
| Councilman Chester | Aye |
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Mayor Thomas | Aye |

PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEMS)

Mayor Thomas opened the Public Comments section of the meeting at 1:02 p.m. and invited comments.

1 Burnie Thompson, 17292 Front Beach Road. Mr. Thompson questioned the propriety of the Interchange Agreement Administration Services with Mexico Beach and details provided in a press release. He questioned how the agreement came to be and the contact between the two cities. He questioned the City's award of a 2017 contract to ZHA.

Mayor Thomas closed the Public Comments at 1:05 p.m.

Mayor Thomas explained he reached out to Mexico Beach to help a sister-city that was in great need. He explained the City of Mexico Beach will reimburse the City for the time that Mr. Gisbert is assisting there. He called Ms. Holly White to the podium. Ms. White responded to Mr. Thompson's questions regarding the 2017 contract award. Each Council Member expressed they were contacted directly by Mr. Gisbert in reference to the Interchange Agreement.

REGULAR AGENDA

ITEM 1 CITY MANAGER CANDIDATE FINALIST SELECTION. Ms. Myers explained each Council Member was provided a ballot with the nine recommended candidates for consideration. She announced each Council Member's selections:

Councilman Chester selected Roy Coley, Scott Lambers, Ben Newhouse, Anthony O'Rourke, and Paul Van Haute.

Mayor Thomas selected Roy Coley, John Holman, Ben Newhouse, Mark Rooney, and Paul Van Haute.

Councilman Casto selected Roy Coley, Scott Lambers, Anthony O'Rourke, Mark Rooney, and Len Sossamon.

Councilman McConnell selected Roy Coley, Scott Lambers, Anthony O'Rourke, Len Sossamon, and Paul Van Haute.

Councilman Solis selected Roy Coley, John Holman, Scott Lambers, Mark Rooney, and Len Sossamon.

Copies of the paper ballots are attached to and become an official part of these Minutes.

Mayor Thomas commented for transparency ballots were provided for each Council Member that listed the names of the candidates and the Council Members placed checkmarks by their selections.

Ms. Bossert explained Roy Coley and Scott Lambers had majority votes, with four other candidates tied. Mr. Colin Baenziger joined the Council via teleconference. Mayor Thomas asked his recommendation if all six candidates should be interviewed. Mr. Baenziger commented his opinion would be to interview all six candidates, as a precautionary measure in case there are any candidates that drop out.

Councilman Casto made the motion to interview six candidates. Councilman McConnell seconded the motion passed by unanimous roll call vote as follows:

| | |
|----------------------|-----|
| Councilman Chester | Aye |
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Mayor Thomas | Aye |

Ms. Myers explained each finalist will be invited to tour the City and take part in a public reception on December 12th and undergo formal interviews with the City Council on December 13th. She asked the Council if they would like Mr. Baenziger to attend the special meetings.

Councilman Casto made the motion to approve the \$1,500 travel expense for Mr. Baenziger to attend the meetings. Councilman Solis seconded the motion passed by majority roll call vote as follows:

| | |
|----------------------|-----|
| Councilman Chester | Nay |
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Mayor Thomas | Aye |

ITEM 2 CITY MANAGER HIRING PROCESS DISCUSSION. Councilman Solis commented for clarity, a motion will need to be made that named the six candidates selected to move forward with the interview process. **Councilman Solis made the motion to approve interviewing six candidates that are Roy Coley, Scott Lambers, Ben Newhouse, Anthony O'Rourke, Len Sossamon, and Paul Van Haute, with the budget reflecting the extra cost for the additional candidate. Councilman McConnell seconded the motion passed by unanimous roll call vote as follows:**

| | |
|----------------------|-----|
| Councilman Chester | Aye |
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Mayor Thomas | Aye |

ITEM 3 RESOLUTION 20-17, PROFESSIONAL SERVICE AGREEMENT WITH DAG ARCHITECTS. Ms. Myers read Resolution 20-17 by title. Mayor Thomas requested DAG Architects examine the storm shutters to make sure they are the correct size.

Councilman McConnell made the motion to approve Resolution 20-17. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

| | |
|----------------------|-----|
| Councilman Chester | Aye |
| Councilman McConnell | Aye |
| Councilman Solis | Aye |

Councilman Casto Aye
Mayor Thomas Aye

ITEM 4 RESOLUTION 20-26, HG2 EMERGENCY LIGHTING. Ms. Myers read Ordinance Resolution 20-26 by title. There were no comments.

Councilman McConnell made the motion to approve Resolution 20-26. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester Aye
Councilman McConnell Aye
Councilman Solis Aye
Councilman Casto Aye
Mayor Thomas Aye

**ITEM 5 RESOLUTION 20-29, INTERCHANGE AGREEMENT
ADMINISTRATION SERVICES WITH MEXICO BEACH.** Ms. Myers read Resolution 20-

29 by title. Mayor Thomas invited Mr. Cathey, Mayor of Mexico Beach, to the podium. Mayor Cathey commented Mayor Thomas reached out to their community during a time of need. He expressed his gratitude for answering their call for help. He noted that the City of Panama City Beach sent first responders and equipment after Hurricane Michael. He also thanked the Mayor for shortly working to explore financial aid options by sharing sales tax money with Mexico Beach. He commented it was the best gift anyone has ever given Mexico Beach. He thanked the Mayor. He stated, "From the City of Mexico Beach, God Speed to all of you."

Councilman Chester inquired about Mr. Gisbert's salary. Ms. Myers explained according to the agreement when Mr. Gisbert's resignation was accepted, his salary would stay the same. She explained this agreement provided that Mexico Beach will reimburse him at his current salary.

Mayor Thomas invited comments.

1 Burnie Thompson, 17292 Front Beach Road. Mr. Thompson asked if Mr. Gisbert approached each Council Member individually about the contract with Mexico Beach.

Ms. Myers commented Mr. Gisbert did not communicate Council Members' opinions, there is no violation of the Sunshine Law. She explained Mr. Gisbert obtained consent to pursue this opportunity. Councilman McConnell commented this is a win-win for both cities. He requested department head evaluations be completed and the cost-benefit analysis for the CRA bond be looked at prior to Mr. Gisbert departing the City.

Councilman McConnell made the motion to approve Resolution 20-29. Second was made by Councilman Solis Chester the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester Aye
Councilman McConnell Aye
Councilman Solis Aye
Councilman Casto Aye
Mayor Thomas Aye

ITEM 6 APPOINTMENT OF INTERIM CITY MANAGER. Councilman Solis suggested Ms. Holly White be appointed as Interim City Manager.

Councilman Solis made the motion to appoint Ms. Holly White as Interim City Manager. Second was made by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

Councilman Chester Aye
Councilman McConnell Aye
Councilman Solis Aye
Councilman Casto Aye
Mayor Thomas Aye

ITEM 7 BAY PARKWAY DISCUSSION. Mayor Thomas asked staff to bring their logical and direct ideas to continue Bay Parkway to the east. Councilman Solis suggested corroborating with Bay County. Mayor Thomas expressed it's time to start moving on this project. Councilman Casto commented FDOT will pick up the project once Bay Parkway is finished to Nautilus Street. Mr. Gisbert confirmed and explained he

will be attending a brainstorming meeting next week. Ms. Myers commented Staff understood direction.

With nothing further, the meeting was adjourned at 1:51 p.m.

READ AND APPROVED this 9th of January 2020.

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

Mayor

ATTEST:

City Clerk

DRAFT

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 December 12, 2019.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

MARIO GISBERT

CITY CLERK:

MARY JAN BOSSERT

CITY ATTORNEY:

AMY MYERS

Mayor Thomas called the Regular Meeting to order at 6:00 p.m. with all Councilmen, the City Manager, City Clerk, and City Attorney present.

Police Chaplain John Woodrow with Gulfview United Methodist Church gave the invocation and Councilman McConnell led the Pledge of Allegiance.

The Minutes of the Regular Council Meeting of November 14, 2019, and the first Special Meeting of December 2, 2019, were read.

Councilman Casto made the motion to approve the Minutes as written. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

Mayor Thomas announced the upcoming Community Events and congratulated City Attorney, Cole Davis, for being named partner with Hand Arendall Harrison Sale, LLC. He also recognized City employees with birthdays in December.

Mayor Thomas asked if there were any additions or deletions to the Agenda. The Mayor added two items, discussion on wrecker services and discussion on LSV's.

Councilman Chester made the motion to approve the agenda with the additions. Councilman McConnell seconded the motion passed by unanimous roll call vote as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

PRESENTATIONS

1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilman McConnell introduced Samuel Norton and presented him with the Civic Achievement Award for exemplary service to the Boys and Girls Club. Ms. Latina Reed, Club Representative, spoke of Samuel's contributions to the Club. The audience responded with applause.

2 BEACH ELEMENTARY – BEACH BOT LEGO LEAGUE (ROBOTICS CLUB). The Beach Bot Lego League team members introduced themselves. They explained this year's project theme is City Shaper. The students decided to create a solution for pedestrians and golf carts crossing Back Beach Road. They presented a picture of the project where they created a sky bridge made from Legos. The audience responded in applause.

PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEMS)

Mayor Thomas opened the Public Comments section of the meeting at 6:12 p.m. and invited comments.

1 Frank Sewell, Hidden Pines. Mr. Sewell commented he supports Ordinance 1502 and suggested placing pop up parks between the homes in the Glades.

With nothing further, the Mayor closed the Public Comments at 6:13 p.m.

CONSENT AGENDA

Ms. Bossert read the Consent Agenda Item by title.

1 RESOLUTION 20-25, BID AWARD – (2) PUBLIC WORKS UTILITY VEHICLES. “A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of two Public Works F-150 service trucks from Bozard Ford Co. in the total amount of \$57,992; and providing an immediately effective date.”

2 RESOLUTION 20-30, BID AWARD – F-350 SUPERDUTY. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Bozard Ford Co., for the purchase of a 2020 Ford F-350 Superduty truck in the amount of \$32,996.”

3 RESOLUTION 20-32, BID AWARD – STORMWATER 500 GALLON COMBINATION VAC TRAILER. “A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of one 500-gallon Combination Vac Trailer from Ingram Equipment Company, LLC in the total amount of \$151,629.50; and providing an immediately effective date.”

4 RESOLUTION 20-33, BID AWARD – WWTF ELECTRICAL BUILDING RE-ROOF. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Atlantic Roofing & Exteriors, LLC, relating to the WWTF Electrical Building Re-Roof Project in the total amount of \$25,500.”

5 RESOLUTION 20-35, CONTRACT FOR HEALTH ADVOCATE SERVICES. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Health Advocate, Inc., related to Professional Employee Assistance Program Services; and providing an immediately effective date.”

Councilman Casto made the motion to approve the Consent Agenda. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

REGULAR AGENDA

ITEM 1 ORDINANCE 1503, CHANGING COUNCIL MEETING PLACE, 2ND READING, PUBLIC HEARING. Ms. Myers read Ordinance 1503 by title. Mayor Thomas explained this Ordinance reflects future meetings that will be held at the new City Hall.

Mayor Thomas opened the Public Hearing at 6:15 p.m. and invited comments. There were none.

With nothing further, Mayor Thomas closed the Public Hearing at 6:15 p.m.

Councilman McConnell made the motion to approve Ordinance 1503. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

ITEM 2 ORDINANCE 1502, NEIGHBORHOOD PARKS, 2ND READING, PUBLIC HEARING. Ms. Myers read Ordinance 1502 by title. There were no comments.

Mayor Thomas opened the Public Hearing at 6:16 p.m. and invited comments. There were none.

With nothing further, Mayor Thomas closed the Public Hearing at 6:16 p.m.

Councilman Solis made the motion to approve Ordinance 1502. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

ITEM 3 ORDINANCE 1504, 11220 HUTCHISON BOULEVARD VOLUNTARY ANNEXATION, 1ST READING. Ms. Myers read Ordinance 1504 by title. There were no comments.

Councilman McConnell made the motion to approve Ordinance 1504. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

ITEM 4 ORDINANCE 1505, 11220 HUTCHISON BOULEVARD COMPREHENSIVE PLAN AMENDMENT, 1ST READING. Ms. Myers read Ordinance 1505 by title. There were no comments.

Councilman McConnell made the motion to approve Ordinance 1505. Second was made by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

ITEM 5 ORDINANCE 1506, 11220 HUTCHISON BOULEVARD ZONING MAP DESIGNATION, 1ST READING. Ms. Myers read Ordinance 1506 by title. Councilman Chester announced for clarity that this zoning is not for Palm Cove.

Councilman Casto made the motion to approve Ordinance 1506. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

ITEM 6 ORDINANCE 1507, INFLATABLE AMUSEMENTS ON THE SANDY GULF BEACH, 1ST READING, PUBLIC HEARING. Ms. Myers read Ordinance 1507 by title. There were no comments.

Mayor Thomas opened the Public Hearing at 6:20 p.m. and invited comments. There were none.

With nothing further, Mayor Thomas closed the Public Hearing at 6:20 p.m.

Councilman McConnell made the motion to approve Ordinance 1507. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

ITEM 7 RESOLUTION 20-34, UPDATING RIGHT OF WAY PROFESSIONALS CONTRACT AND BUDGET, BUDGET AMENDMENT #6. Ms. Myers read Resolution 20-34 by title. There were no comments.

Councilman Solis made the motion to approve Resolution 20-34. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

ITEM 8 FIREFIGHTER PENSION BOARD APPOINTMENT. Ms. White explained that a member of the firefighter pension board submitted his resignation. She commented Robert Demeester submitted his application last time there was a vacancy and is willing to serve.

Councilman McConnell made the motion to appoint Robert Demeester to the Firefighter Pension Board. Second was made by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

ITEM 9 PARKS AND RECREATION ADVISORY BOARD APPOINTMENT. Ms. White explained Councilman Casto's appointee to the Parks & Recreation Advisory Board resigned, creating a vacancy. Councilman Casto suggested appointing Michael Dorr that has agreed to serve and lives in Ward 1.

Councilman Chester made the motion to appoint Michael Dorr to the Parks and Recreation Advisory Board. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

ITEM 10 BAY PARKWAY PHASE III DISCUSSION. David Campbell, CRA Director, explained the preliminary alignment possibilities and challenges of Bay Parkway's future expansion. He commented Bay Parkway is approximately 7.4 miles and the City will be working with Bay County, F.D.O.T., and the St. Joe Company on this project. He explained the foreseeable challenges will be Right-of-Way Acquisition, Mitigation Banks, and the Colony Club/Trieste area. He explained the overpass or Back Beach Road Alignment Connection will be approximately ½ mile in length, 13 parcels are in the easement. He commented this project may necessitate undergrounding Gulf Power transmission lines. He explained having the Bay Parkway expansion through Trieste Gulf Power Easement is the most direct route with less impact to single-family homes, the 150-foot easement is suitable for two lanes, this route would better serve the public because it is in general alignment with existing and future phases. Councilman Chester commented we need to finish Bay Parkway Segment 2 before moving forward.

ITEM 11 CRA UPDATE & DISCUSSION. Ms. Myers explained at a previous meeting staff was directed to research the financial outlook to see if a bond for the CRA program was needed. She explained a meeting was held and TIF projections were reviewed, as a result of that meeting, she requested the Council decide on whether to move forward with the bond or not. She explained she had prepared a Directory Resolution that directs staff to assemble a team to acquire the financing for the Front Beach Road Community Redevelopment Plan. She explained the purpose is to accelerate the project and concurrently explore a sharing of revenue with the County. She explained there is not a recommendation on how much to bond. Councilman Casto commented this is a great resolution and doing the bonding will speed up the construction on FBR and secure the CRA, he would like to move forward.

Ms. Myers read Resolution 20-36 by title.

Councilman Casto made the motion to approve Resolution 20-36. Second was made by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman McConnell | Aye |
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Mayor Thomas | Aye |

ITEM 12 WRECKER SERVICES DISCUSSION. Mayor Thomas explained the City does all wrecker business with one company and expressed concern over using a sole source for these services. He commented 90% of wrecks do not need big trucks to tow. He asked Chief Whitman to approach the podium. Chief Whitman explained with the amount of traffic on the Beach, one wreck delays traffic from 45 minutes to 2 hours. He explained in the past, the City had several wreckers on rotation, until it became normal for wrecker services to cancel after 30 minutes of saying they can take the call, which delayed traffic even longer. He explained in some instances, the wrecker service would not have the right or big enough equipment to handle the job. He commented it was suggested to go with a company that could handle all calls, big or small.

Mayor Thomas disagreed and commented he thought there was a better way. Councilman McConnell asked when the sole source contract expired. Chief Whitman stated in 2023. Councilman McConnell commented he would like to see the sole-source contract awarded for a shorter time period. Councilman Casto commented he hopes the City will have a wrecker service on staff in the future.

ITEM 13 LSV DISCUSSION. Mayor Thomas explained several years ago the Council voted to limit LSV rentals in the City to 300 but the City had not yet reached that cap. He explained in 2018, 189 medallions were issued, in 2019, 199 were issued, and so far for 2020, 173 have been issued. He commented he receives complaints on the rental LSV's. He asked if it is legal to drop the number of medallions. Ms. Myers commented the Ordinance will have to be revised. Councilman Casto asked to put signage on connector roads so kids that rent LSV's don't go out onto Back Beach Road. Councilman McConnell commented he believes signs cannot be put there. Councilman McConnell asked David Campbell to research about signage.

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 7:03 p.m.

1 Colleen Swab, California Cycles and Outlaw Rentals. Ms. Swab explained her business has fifty golf carts and she is not willing to go down on that number due to the cost of the golf carts. She requested to see the complaints the Mayor was speaking of. She asked if the City is going to pay her for lowering the number of golf carts after the City told her she could have that quantity.

2 Tom Klomps, 614 Poinsettia Court. Mr. Klomps presented the 08/08/19 agenda where the City allowed contractors to install underground utilities and repaving the portion of construction located at the intersection of Front Beach Road and Short Street. He commented it's been four months and the road is not re-paved. He requested to hold contractors to standards. Councilman McConnell commented it will be investigated.

3 Burnie Thompson, 17292 Front Beach Road. Mr. Thompson commented everyone should follow the rules. He complained about the nonconforming parking at the Mayor's restaurant. He inquired about the dinner held at Mike's Diner for City Manager candidates and made a public record request for any and all documentation relating to the payment of the dinner. He alleged the Mayor cost the city 7,000 dollars in legal fees due to evading a deposition in September.

4 Gary Wayne Beck, 14401 Front Beach Road. Mr. Beck explained on May 8th he was second in line to see President Trump and was not allowed access to see the President. He commented on June 18th he was first in line in Orlando, Florida to see the President, he was not allowed access again.

5 Bill Caravello, 407 Dolphin Street. Mr. Caravello thanked Councilman Chester for coming out to talk about pickleball. He commented everyone has done a fabulous job with the new City Hall building.

With no further comments, Mayor Thomas closed the Delegations period at 7:18 p.m.

Mayor Thomas explained the City is not taking away businesses. He commented 100 medallions for LSV's are not being used and he has already received complaints on the ones allowed. He commented his business was built in 1986, the permits were approved, and a certificate of occupancy was received. He explained there are several businesses that were built during that time that have the same parking.

ATTORNEY REPORT

Ms. Myers explained the CRA Right-of-Way Assessments were submitted to the court for validation. As a conclusion of that hearing, the court approved the City's use of the assessment and use of the proceeds as capital improvement of Front Beach Road. The State Attorney stipulated to that validation.

CITY MANAGER REPORT

Ms. White commented there are several employment opportunities and open bids that can be found on the City's website. She explained the CRA Director and herself will be meeting with the County next week to work on the CRA process. She clarified at the last meeting six candidates were selected to interview, shortly after two candidates decided to drop out. The Council decided to interview one additional candidate, which resulted in five City Manager Candidates to be interviewed.

COUNCIL COMMENTS

Councilman Casto and Councilman Chester thanked all the City Manager candidates for coming and spending time with everyone.

Councilman Solis echoed their thanks and thanked Mrs. Ward for her hard work. He reminded everyone how blessed we are to live in a beautiful place and a great community and to remember our blessings every day. He thanked the Mayor for hosting the dinner, saving the City money by picking up the check.

Councilman McConnell thanked the City Manager Candidates for coming and commented he is looking forward to meeting each of them one on one tomorrow. He reminded everyone of the Christmas Parade this Saturday.

Mayor Thomas explained he hosted a dinner at his restaurant last night to have staff together for Christmas, none of the other Council Members were there, three city manager candidates attended, both attorneys attended. He commented the City was not charged. He echoed Councilman Solis, we live a beautiful place, live in a great community and are doing good. He wished everyone a Merry Christmas.

With nothing further, the meeting was adjourned at 7:25 p.m.

READ AND APPROVED this 9th of January 2020.

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

Mayor

ATTEST:

City Clerk

The Special Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on December 13, 2019.

ROLL
MAYOR THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
HECTOR SOLIS

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
MARY JAN BOSSERT
CITY ATTORNEY:
COLE DAVIS

Mayor Thomas called the Special Meeting to order at 1 p.m. with all Councilmen, the City Manager, City Clerk, and City Attorney present.

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

REGULAR AGENDA

ITEM 1A REVIEW VOTING PROCEDURE. Mayor Thomas introduced Mr. Colin Baenziger with Colin Baenziger & Associates. Mr. Baenziger explained the voting procedure. He explained that each candidate would offer a statement to the Council prior to the Council's vote. He explained the voting procedure by which the Council would select the top two finalists and then select their top choice of those two. City Manager Candidates exited the Council Chambers.

ITEM 1B CANDIDATE Q & A

Len Sossamon – Len Sossamon greeted the Council. He thanked the City for the tour given by Mrs. Ward and Lt. Talamantez and noted that he had done additional exploration on his own. He provided the Council with multiple reasons why he felt he was a good fit for the City and would succeed if given the position. In closing, he stated, "I would like to be your next City Manager."

Mayor Thomas explained the vetting, recruitment and interview process for the finalists. The Mayor explained that each finalist had been in the City since Wednesday. Each candidate had gone through one-on-one 45-minute interviews with each Council Member, attended lunch hosted by the City, and attended the City Council meeting the previous night. He explained candidates also attended dinner with the Council, spouses, candidates and spouses and city attorneys. He explained candidates were taken on a tour of the city and explored all departments. He explained the candidates also attended a reception before this meeting. Mayor Thomas commented the Council meetings are televised and wanted to inform the audience that the Council is not deciding on a five-minute statement made by a candidate.

Roy Coley – Roy Coley thanked the Council for allowing him to be part of the process. He explained he has more than 20 years of experience in public services. He provided several reasons that he felt made him a good fit for the City including his many years working in coastal communities, experience in hurricane and emergency preparedness, and experience with the challenges and the rewards of a tourist-based economy. He offered his skills and himself for public services to lead this community to be the best version of itself.

Mayor Thomas asked for the number of applicants that applied for the vacancy of City Manager. Mr. Baenziger explained he initially had 53 applicants that came from 25 states, with several dropping out in the process. He explained Mr. Scott Lambers will not be attending today due to his daughter graduating college, he completed his interviews a day early.

Ben Newhouse – Ben Newhouse thanked the City and staff for being hospitable and accommodating. He commented there are a lot of challenges coming up. He explained

for the past 27 years his focus has been in community economic development. He likes helping people, he prides himself in knowing building and fire codes. He commented he likes working with staff and is not a micromanager. He stated there is not a challenge that can't be won, he would like to address issues of the city. He thanked the Council.

Anthony O'Rourke – Anthony O'Rourke thanked the Council and commented he appreciates the process. He thanked Mrs. Ward for all her hard work. He commented this is a wonderful community with a great foundation. He complimented the Council on the wise decisions made such as the modifications of spring break and commented that Panama City Beach should be a family-oriented destination with a more upscale market. He commented with the new airport, the City will have new experiences with more active, affluent visitors. He stated this is a great opportunity, but also a challenge. He emphasized the need to build upon, expand, and grow the City's brand. He noted his 30 years of experience both in the public and private sectors, with 20 years in tourist-based destinations. He commented on the community, because of the tourist and nature of it can run more like a business than a traditional bureaucratic government. He thanked the Council for the opportunity.

Mayor Thomas commented any of these candidates are a good choice, this is a great process. He thanked Mr. Baenziger for his hard work. Mr. Baenziger commented it has been a pleasure working with everyone.

1C DELIBERATIONS & SELECTIONS

Colin Baenziger announced each Council Member's selections:

Councilman Casto selected Roy Coley and Ben Newhouse.

Councilman Chester selected Roy Coley and Anthony O'Rourke.

Councilman McConnell selected Anthony O'Rourke and Len Sossamon.

Councilman Solis selected Roy Coley and Ben Newhouse.

Mayor Thomas selected Roy Coley and Anthony O'Rourke.

Copies of the paper ballots are attached to and become an official part of these Minutes.

Attorney Cole Davis announced it was 4 votes for Roy Coley and 3 for Anthony O'Rourke.

Mr. Baenziger recommended doing a second ballot to select the top choice.

Colin Baenziger announced each Council Member's selection:

Councilman Casto selected Roy Coley.

Councilman Chester selected Anthony O'Rourke.

Councilman McConnell selected Anthony O'Rourke.

Councilman Solis selected Roy Coley.

Mayor Thomas selected Anthony O'Rourke.

Copies of the paper ballots are attached to and become an official part of these Minutes.

Councilman McConnell made a motion to start negotiations with Anthony O'Rourke as City Manager. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

| | |
|-----------------------------|------------|
| Councilman Solis | Aye |
| Councilman Casto | Aye |
| Councilman Chester | Aye |
| Councilman McConnell | Aye |

Mr. Baenziger asked if the motion included a second choice. Mayor Thomas clarified the motion was made to start negotiations with Anthony O'Rourke as the new City Manager, and if those negotiations fell through, Roy Coley will be notified. All Council Members agreed and understood the motion.

The Council thanked Mr. Baenziger. Mr. Davis commented he will negotiate from the salary range provided. Mayor Thomas asked for a speedy update.

Four finalists reentered the Council Chambers. Councilman Solis commented every candidate received votes and thanked them for coming. He commented with any selection, the City would end up with a great City Manager. He wished all candidates the best of luck in their future endeavors.

Councilman McConnell commented his questions were thoroughly detailed and it was a difficult decision on his part, it was a testament to how well they presented themselves and answered the questions. He thanked all candidates for participating in the process.

Councilman Casto thanked all candidates for participating in the process. It was a difficult choice for everyone, we had a great group of candidates. He wished them all the best.

Councilman Chester thanked all candidates, echoed all comments. Great group of five, wonderful applications. Best of luck to all.

Mayor Thomas commented this process has been a pleasure. He commented he appreciated all the candidates and their families for allowing the City the opportunity.

With nothing further, the meeting was adjourned at 1:31 p.m.

READ AND APPROVED this 9th of January 2020.

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

Mayor

ATTEST:

City Clerk

BALLOT TO SELECT THE CITY MANAGER

December 13, 2019

Please select your top two candidates, without rank. The top candidate will be selected from a second vote of the top two.

Candidates:

Roy Coley

Scott Lambers

Ben Newhouse

Anthony O'Rourke

Len Sossamon

1. ROY COLEY
2. BEN NEWHOUSE

Signature Paul R. Casto

Submitted by (please place a check mark next to your name):

Casto Chester McConnell Solis Thomas

BALLOT TO SELECT THE CITY MANAGER

December 13, 2019

Please select your top two candidates, without rank. The top candidate will be selected from a second vote of the top two.

Candidates:

Roy Coley

Scott Lambers

Ben Newhouse

Anthony O'Rourke

Len Sossamon

1. Coley

2. O'Rourke

Signature 

Submitted by (please place a check mark next to your name):

Casto Chester McConnell Solis Thomas

BALLOT TO SELECT THE CITY MANAGER

December 13, 2019

Please select your top two candidates, without rank. The top candidate will be selected from a second vote of the top two.

Candidates:

Roy Coley

Scott Lambers

Ben Newhouse

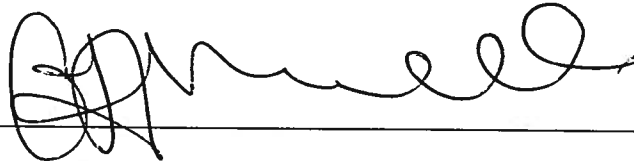
Anthony O'Rourke

Len Sossamon

1.

2.

Signature



Submitted by (please place a check mark next to your name):

Casto Chester McConnell Solis Thomas

BALLOT TO SELECT THE CITY MANAGER

December 13, 2019

Please select your top two candidates, without rank. The top candidate will be selected from a second vote of the top two.

Candidates:

Roy Coley

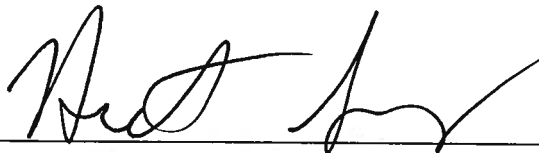
Scott Lambers

Ben Newhouse

Anthony O'Rourke

Len Sossamon

1. Roy Coley
2. Ben Newhouse

Signature 

Submitted by (please place a check mark next to your name):

Casto Chester McConnell Solis Thomas

BALLOT TO SELECT THE CITY MANAGER

December 13, 2019

Please select your top two candidates, without rank. The top candidate will be selected from a second vote of the top two.

Candidates:

Roy Coley

Scott Lambers

Ben Newhouse

Anthony O'Rourke

Len Sossamon

1. Roy Coley
2. O'Rourke

Signature



Submitted by (please place a check mark next to your name):

Caste Chester McConnell Solis Thomas

BALLOT TO SELECT THE CITY MANAGER

December 13, 2019

Please rank your top two candidates, with your first choice ranked first, and second choice second.

In the event of a tie between the top two candidates, a motion can be made to hire one of the two.

Candidates:

Roy Coley

~~Scott Lambers~~

~~Ben Newhouse~~

Anthony O'Rourke

~~Len Sossamon~~

1. Roy Coley

2.

Signature _____



Submitted by (please place a check mark next to your name):

Casto Chester McConnell Solis Thomas

BALLOT TO SELECT THE CITY MANAGER

December 13, 2019

Please rank your top two candidates, with your first choice ranked first, and second choice second.

In the event of a tie between the top two candidates, a motion can be made to hire one of the two.

Candidates:

Roy Coley

~~Scott Lambers~~

~~Ben Newhouse~~

Anthony O'Rourke

~~Len Sossamon~~

1. O'Rourke

2.

Signature



Submitted by (please place a check mark next to your name):

Casto

Chester

McConnell

Solis

Thomas

BALLOT TO SELECT THE CITY MANAGER

December 13, 2019

Please rank your top two candidates, with your first choice ranked first, and second choice second.

In the event of a tie between the top two candidates, a motion can be made to hire one of the two.

Candidates:

Roy Coley

~~Scott Lambers~~

~~Ben Newhouse~~

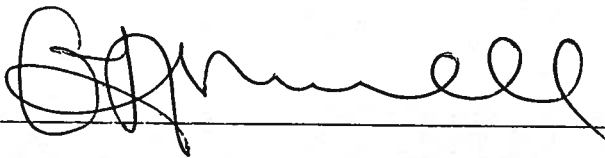
Anthony O'Rourke

~~Len Sossamon~~

1.

2.

Signature



Submitted by (please place a check mark next to your name):

Casto Chester McConnell Solis Thomas

BALLOT TO SELECT THE CITY MANAGER

December 13, 2019

Please rank your top two candidates, with your first choice ranked first, and second choice second.

In the event of a tie between the top two candidates, a motion can be made to hire one of the two.

Candidates:

Roy Coley

~~Scott Lambers~~

~~Ben Newhouse~~

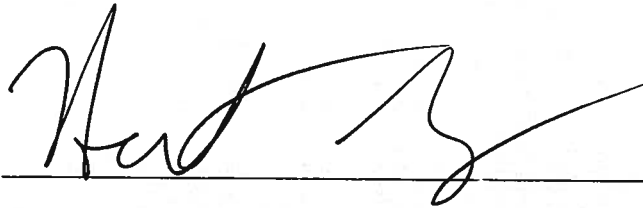
Anthony O'Rourke

~~Len Sossamon~~

1. Roy Coley

2.

Signature



Submitted by (please place a check mark next to your name):

Casto Chester McConnell Solis Thomas

BALLOT TO SELECT THE CITY MANAGER

December 13, 2019

Please rank your top two candidates, with your first choice ranked first, and second choice second.

In the event of a tie between the top two candidates, a motion can be made to hire one of the two.

Candidates:

Roy Coley

~~Scott Lambers~~

~~Ben Newhouse~~

Anthony O'Rourke

~~Len Sossamon~~

1. O'Rourke

2.

Signature



Submitted by (please place a check mark next to your name):

Casto Chester McConnell Solis Thomas

PRESENTATION

1

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Colby Wyatt

HAS GIVEN EXCEPTIONAL SERVICE

**TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH**

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

Presented this 9th of January 2020



MAYOR MIKE THOMAS

PRESENTATION

2



~Proclamation~

A PROCLAMATION HONORING THE KEY CLUB OF ARNOLD HIGH SCHOOL

WHEREAS, THE KEY CLUB was originally founded internationally in 1925 as a means to groom high school students into the next class of leaders; and

WHEREAS, THE KEY CLUB is a student-led high school organization made up of students who make the world a better place through service; and

WHEREAS, THE KEY CLUB at Arnold High School, under the direction of Jennifer Morgan, volunteered their services to the City of Panama City Beach; and

WHEREAS, Members of THE KEY CLUB spent several hours after school decorating the City Council float for the Optimist Club of the Beaches Annual Christmas Parade held December 14; and

WHEREAS, Members of THE KEY CLUB did an outstanding job in their creativity and their attention to detail, relieving staff to focus on other duties during the City's search for a new City Manager; and

WHEREAS, The City is forever grateful to **THE KEY CLUB** for their willingness to help and their contributions to this community; and

NOW, THEREFORE, on January 9, 2020, the City Council of the City of Panama City Beach honors THE ARNOLD HIGH SCHOOL KEY CLUB for its members' outstanding service to the City.

Mayor Mike Thomas

Councilman Paul Casto

Vice Mayor Phil Chester

Councilman Geoff McConnell

Councilman Hector Solis

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

January 9, 2020

3. REQUESTED MOTION/ACTION:

Approve contract with United Rentals in the amount of \$50,995.00 for the purchase of a Skid Steer for the Parks and Recreation Department.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

On December 20, 2019 the Parks and Recreation Department received two sealed bids for a "Skid Steer." The lowest responsive bid was from United Rentals in the amount of \$50,995.00.

This purchase was planned for in the adopted 2019-2020 budget.
Staff recommends approval.

CONSENT

AGENDA ITEM # 1

RESOLUTION 20-38

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH UNITED RENTALS FOR THE PURCHASE OF A SKID STEER IN THE AMOUNT OF \$50,995.00.

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 United Rentals, relating to the purchase of a Skid Steer Loader for the Parks and Recreation Department, in the basic amount of Fifty Thousand, Nine Hundred Ninety Five Dollars (\$50,995.00), on substantially the terms and conditions contained in the Bid Proposal and quote attached and presented to the Council today, draft dated December 17, 2019, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-38

CONSENT
AGENDA ITEM # 1

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 12/17, 2019.

Skid Steer

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

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

BID AMOUNT: \$50,995.00

BY: Jacob Singletary United Rentals TITLE: Sales Rep
ADDRESS: 1503 W 15th St CITY: Panama City STATE: FL ZIP: 32401
EMAIL ADDRESS: jsinglet@ur.com
PHONE: 850-258-3282

SIGNATURE - (Confirming all information above is correct)



CONSENT
AGENDA ITEM # 1



**EQUIPMENT SALE
QUOTE**

177232264

BRANCH M56
1503 W. 15TH STREET
PANAMA CITY FL 32401
850-763-0174
850-872-0792 FAX

Customer # : 535095
Quote Date : 12/17/19

Job site

FRANK BROWN PARK
16200 FRANK BROWN PARK
X:NA@NA
PANAMA CITY BEACH FL 32413
Office: 850-233-5100 Cell: 850-628-5419

UR Job Loc : 16200 FRANK BROWN PA
UR Job # : 21
Customer Job ID: 21
P.O. # : VBL
Ordered By : CHERYL
Written By : JACOB SINGLETARY
Salesperson : JACOB SINGLETARY

CITY OF PANAMA CITY BEACH
110 S ARNOLD RD
PANAMA CITY FL 32413

**This is not an invoice
Please do not pay from this document**

| Qty | Equipment # | Price | Amount |
|------------|---|----------|----------|
| 1 | 9030580 CC: 903-0580 SKID STEER TRACK LOADER 2000-2399# TAKEUCHI TLBCRWH INCLOSED CAB A/C HEAT WITH HIGH FLOW HYDRUALICS STANDARD 67 INCH SMOOTH BUCKET | 50995.00 | 50995.00 |
| Sub-total: | | | 50995.00 |
| Total: | | | 50995.00 |

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS

CONSENT
AGENDA ITEM # 1

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Wyatt Rothwell

2. MEETING DATE:

January 9, 2020

3. REQUESTED MOTION/ACTION:

Approve the Landscape Maintenance Services agreement for the City Main Campus FY2020 with Rotolo Consultants, Inc. (RCI) in the amount of \$40,707.80 per year.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City's current agreement for landscape maintenance on the the City's main campus expires on January 31, 2020. Staff was tasked with re-bidding these services prior to the agreement's expiration.

A solicitation for Landscape Maintenance Service bids was publicly advertised on December 2, 2019 and December 9, 2019 and two bidders responded. All bidders were deemed responsive. Staff has reviewed the bids, and the responsive low bidder was Rotolo Consultants, Inc (RCI) in the amount of \$40,707.80 per year. This is a two (2) year contract with an additional one (1) year renewal option.

Staff recommends approval. These services are budgeted for the current fiscal year. This contract, if approved, will begin February 1, 2020. Attached is a copy of the bid tabulation, draft agreement, and notice of award.

CONSENT
AGENDA ITEM # 2

RESOLUTION 20-39

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ROTOLO CONSULTANTS, INC., RELATED TO LANDSCAPE MAINTENANCE SERVICES ON THE CITY'S MAIN CAMPUS IN THE AMOUNT OF \$40,707.80 PER ANNUM.

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 Rotolo Consultants, Inc., relating to landscape maintenance services on the City's main campus in the basic amount of Forty Thousand, Seven Hundred Seven Dollars and Eighty Cents (\$40,707.80) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-39

CONSENT
AGENDA ITEM # 2

LANDSCAPE MAINTENANCE SERVICES - CITY MAIN CAMPUS FY2020
BID TABULATION
January 2, 2020 - 1:00 PM

| BIDDER | ADDRESS | Bid Bond | Public Entity Crimes | Drug Free | Insurance | Add #1 | LUMP SUM TOTAL |
|----------------------------------|---|----------|----------------------|-----------|-----------|--------|----------------|
| Rotolo Consultants, Inc. | 104 Estes Place Panama City Beach, FL. 32413 | X | X | X | X | X | \$40,707.80 |
| Grass Cutters Lawn & Landscaping | 7520 Nautical Ct. Panama City, FL. 32409 | X | X | X | X | X | \$56,400.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

X -Means that mandatory Items were included in Bid submittals

PANAMA CITY BEACH – “LANDSCAPE MAINTENANCE SERVICES - CITY MAIN CAMPUS FY2020”

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 Rotolo Consultants, Inc. (RCI), doing business as a corporation, having a business address of 104 Estes Place, Panama City Beach, FL. 32413 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of “ **LANDSCAPE MAINTENANCE SERVICES – CITY MAIN CAMPUS FY2020**”, to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called “Engineer”) and all other Contract Documents hereafter specified.

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

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

AGREEMENT

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CONSENT
AGENDA ITEM # 2

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 within thirty (30) calendar days from the date of this Agreement. **The agreement shall be for a term of two (2) years commencing February 1, 2020. The City of Panama City Beach will reserve the right to extend the Agreement upon the same terms and conditions for an additional one (1) year period.**

3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 40,707.80 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:

| | |
|---------------|--------------------------|
| 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 00080 | NOTICE OF AWARD |
| Section 00090 | NOTICE TO PROCEED |
| Section 00095 | DRUG FREE WORKPLACE |
| Section 00097 | PUBLIC ENTITY CRIMES |
| Section 00099 | CERTIFICATE OF INSURANCE |

AGREEMENT

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CONSENT
AGENDA ITEM # 2

Section 00100 GENERAL CONDITIONS

Section 01010 SUMMARY OF WORK

ADDENDA :

No. 1, dated December 18, 2019

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

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

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

Panama City Beach, FL 32413

AGREEMENT

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CONSENT

AGENDA ITEM # 2

ATTENTION: Holly White, Interim City Manager
Fax No.: (850) 233-5108

If to Contractor:

Rotolo Consultants, Inc. (RCI)
104 Estes Place
Panama City Beach, FL. 32413
ATTENTION: Katy Hewitt
Fax No.: (985)643-2691

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

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

AGREEMENT

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CONSENT
AGENDA ITEM # 2

"hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

13. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Paul Casto, Public Works Director.

14. **INSURANCE - BASIC COVERAGES REQUIRED**

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

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

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but

AGREEMENT

00050-5

CONSENT
AGENDA ITEM # 2

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.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAGE

AGREEMENT

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CONSENT
AGENDA ITEM # 2

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 |

AGREEMENT

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CONSENT
AGENDA ITEM # 2

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 two (2) years following OWNER'S final acceptance of the project.

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

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

AGREEMENT

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CONSENT
AGENDA ITEM # 2

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.

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: Holly White

(Please type)

TITLE: Interim City Manager

ATTEST:

BY: _____

NAME

(Please Type)

NAME: _____

(Please Type)

ADDRESS: _____

[END OF SECTION 00050]

AGREEMENT

00050-9

CONSENT

AGENDA ITEM # 2

PANAMA CITY BEACH – “LANDSCAPE MAINTENANCE SERVICES - CITY MAIN CAMPUS FY2020”

SECTION 00080

NOTICE OF AWARD

TO: Rotolo Consultants, Inc. (RCI)
104 Estes Place
Panama City Beach, FL. 32413

PROJECT DESCRIPTION:

**PANAMA CITY BEACH
“LANDSCAPE MAINTENANCE SERVICES – CITY MAIN CAMPUS FY2020”**

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 December 2 and 9, 2017.

You are hereby notified that your Bid in the amount of \$40,707.80 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 the required Certificates of Insurance) 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 and furnish the required CONTRACTOR'S Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, together with the required Certificates of Insurance 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 and required Certificates of Insurance within the above noted ten (10) calendar day period.

Dated this _____ day of _____, 2020.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

NOTICE OF AWARD

00080-1

CONSENT
AGENDA ITEM # 2

CITY OF PANAMA CITY BEACH

Owner

By _____

Name: Holly White

Title Interim City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20____.

Name _____

Title _____

[END OF SECTION 00080]

NOTICE OF AWARD

00080-2

CONSENT
AGENDA ITEM # 2

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

January 9, 2020

3. REQUESTED MOTION/ACTION:

Approve contract with Emerald Coast Striping in the amount of \$58,000.00 for parking lot sealing and crack repair at Frank Brown Park.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

On December 20, 2019 the Parks and Recreation Department received three sealed bids for "Parking lot sealing and crack repair Frank Brown Park." The lowest responsive bid was from Emerald Coast Striping in the amount of \$58,000.00.

This purchase was planned for in the adopted 2019-2020 budget.
Staff recommends approval.

CONSENT

AGENDA ITEM #

3

RESOLUTION 20-40

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH EMERALD COAST STRIPING FOR THE REPAIR AND RESURFACE OF THE FRANK BROWN PARK PARKING LOT IN THE AMOUNT OF \$58,000.

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 Emerald Coast Striping, relating to the Parking Lot Sealing and Crack Repair at Frank Brown Park, in the basic amount of Fifty Eight Thousand Dollars (\$58,000), 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.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-40
CONSENT
AGENDA ITEM # 3

PANAMA CITY BEACH – PARKING LOT SEALING & CRACK REPAIR FRANK BROWN PARK

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 EMERALD COAST STRIPING, LLC, doing business as a Florida limited liability company, having a business address of 1901 N. East Avenue, Panama City, FL 32405 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the construction of PARKING LOT SEALING & CRACK REPAIR FRANK BROWN PARK ("Project"), to be located at 16200 Panama City Beach Parkway, Panama City Beach, Florida 32413 , in accordance with the Specifications dated December 6, 2019 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

AGREEMENT

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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 within ten calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 114 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 CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. Reserved.
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 \$58,000 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:

| | |
|---------------|---------------------------|
| 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 AGREEMENT |

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| | |
|---------------|--|
| Section 00080 | NOTICE OF AWARD |
| Section 00090 | NOTICE TO PROCEED |
| Section 00095 | STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS |
| Section 00096 | TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE |
| Section 00097 | PUBLIC ENTITY CRIMES STATEMENT |
| Section 00099 | CERTIFICATE OF INSURANCE |
| Section 00100 | GENERAL CONDITIONS |
| Section 00800 | SUPPLEMENTAL CONDITIONS |

SPECIFICATIONS issued by CITY dated December 6, 2019.

ADDENDA

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

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

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.

AGREEMENT

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14078453.2

CONSENT
AGENDA ITEM # 3

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: _____
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.

AGREEMENT

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CONSENT
AGENDA ITEM # 3

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

AGREEMENT

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14078453.2

CONSENT
AGENDA ITEM # 3

OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project shall be Jim Ponek, Director of Parks and Recreation.

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 or PROJECT REPRESENTATIVE 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

AGREEMENT

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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

AGREEMENT

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CONSENT
AGENDA ITEM # 3

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:

| | |
|-------------|-----------------------------|
| \$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

AGREEMENT

00050-8

14078453.2

CONSENT
AGENDA ITEM # 3

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 three (3) years following OWNER'S final acceptance of the project.

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits

AGREEMENT

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not less than:

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

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY: _____

City Clerk

NAME: _____

(Please type)

TITLE: _____

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____

(Please Type)

NAME _____

(Please Type)

ADDRESS: _____

[END OF SECTION 00050]

AGREEMENT

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14078453.2

CONSENT
AGENDA ITEM # 3

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation/ Jim Ponek

2. MEETING DATE:

January 9, 2020

3. REQUESTED MOTION/ACTION:

Approve an Agreement with Buffalo Rock Pepsi granting exclusive beverage vending and pouring rights on City property.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

On October 29, 2019, the City issued a Request for Proposals (RFP) to grant Non-Alcoholic Beverage Vending and Pouring Rights on certain City property. The RFP contemplated a multi-faceted approach to allow vendors to provide the greatest possible financial incentive to the City in exchange for exclusive rights for pouring and vending of non-alcoholic beverages.

The City received 2 proposals, one from Panama City Coca Cola United valued at \$67,500.00 per year and one from Buffalo Rock Pepsi valued at \$93,546.02 per year.

In February, 2019, the City's 10 year agreement with Panama City Coca Cola United expired. That Agreement, valued at \$50,000, was limited to the Frank Brown Park Sports Complex. This new proposed agreement will allow the vendor to be the exclusive non alcoholic beverage vendor in city parks and city facilities (Frank Brown Park, Aaron Bessant Park, City Beach, Lyndell Conference Center, PCB Library, City Hall, Maggi Still Park, Scotts Field Park and Popeye Park) beginning January 2020. Due to existing contracts in place at the City Pier, this Agreement will become effective at that location on January 1, 2021.

The proposed agreement is for a term of 3 years, with two 1 year renewal options. The agreement is anticipated to generate a minimum amount of \$90,000.00 per year. Financial consideration to the City under the proposed agreement may exceed \$100,000.00 per year with the addition of vending machines throughout the City's property with 30% in commissions and rebates coming back to the City. It also is a partnership with a national known brand Pepsi in which the City will receive promotional items and media advertising annually.

Staff recommends approval of the proposed agreement.

RESOLUTION 20-31

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN EXCLUSIVE BEVERAGE AND VENDING POURING RIGHTS AGREEMENT WITH BUFFALO ROCK COMPANY GRANTING CERTAIN NON-ALCOHOLIC BEVARAGE AND POURING RIGHTS ON CITY PROPERTY VALUED AT \$93,546.02 PER ANNUM.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Beverage and Vending Pouring Rights Agreement between the City and Buffalo Rock Company, granting certain, exclusive beverage and pouring rights in exchange for financial payments and incentives to the City as more fully set forth in the body of the agreement in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-31

AGENDA ITEM # 1

BEVERAGE AND VENDING POURING RIGHTS AGREEMENT D

This BEVERAGE AND VENDING POURING RIGHTS AGREEMENT ("Agreement"), made this ____ day of _____, 20__ between the City of Panama City Beach ("the City"), a municipal corporation in Bay County, Florida and Buffalo Rock _____, an _____, whose principal address is 2377 Sherman Ave 32405 ("Vendor") relating to (i) the purchase by the City from Vendor of the Products and (ii) the placement by the City of signage etc., for Vendor's Products through full service vending machines. The support described below is in lieu of any other discounts, allowances or rebates to which the City might otherwise be entitled from time to time.

1. DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

1.1 "Beverage" or "Beverages" means "Beverage" means branded nonalcoholic and non-carbonated beverages natural or artificially within the Vendor's product line, including carbonated soft drinks (bottled and fountain), carbonated soft frozen beverages, bottled water (flavored, sweetened, spring, sparkling, still, filtered, purified, artesian, well, distilled, or mineral), fruit juices (sweetened and unsweetened), fruit juice-containing drinks, fruit punches, fruit flavored drinks, ready to drink tea products, Isotonic drinks (drinks intended to replenish fluid and minerals the body loses during a time of physical activity), and energy drinks (drinks containing additives or legal stimulants associated with increasing the consumer's energy level) and any future categories of nonalcoholic beverage products that may be distributed by Vendor.

The term "Beverage" will NOT include the following which are expressly excluded from the definition and scope of this RFP:

- Nutritional supplements.
- Milk or flavored milk.
- Fresh brewed coffee, or ready-to-drink coffee products.
- Fresh brewed tea products
- Hot chocolate
- Water drawn from the public water supply.
- Bulk water coolers.
- ALL alcoholic beverages.

1.2 "Cases" shall mean the number of cases of Packaged Products purchased by the City from Vendor, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Vendor's licensed beverage manufacturer, from time to time.

1.3 "Equipment" means all types of equipment owned and/or operated by Vendor and used to sell or dispense the Products, including: full service vending machines ("Vending Machines"), coolers, fountain dispensing equipment and retail single-serve food service equipment.

1.4 "Facilities" shall mean the City facilities under the direction of the City's Parks and Recreation Department specifically listed in Exhibit "A", including all buildings, the

grounds, parking lots, dining/cafeteria facilities, snack bars, food carts, retail locations, the grounds, unbranded and branded food service outlets, parking lots and all vending areas located at or around the Facilities.

1.5 "Gallons" shall mean the number of gallons of the Fountain Products purchased by the City from Vendor.

1.6 "Packaged Products" shall mean Beverages that are distributed in pre-packaged form (e.g., bottles and cans). A current list of Vendor's Packaged Products is listed in attached Exhibit B, which may be amended by Vendor from time to time.

1.7 "Fountain Products" shall mean Beverages used to create and dispense fountain beverages and/or frozen carbonated and non-carbonated beverages. A current list of Vendor's Fountain Products is listed in attached Exhibit B which may be amended by Vendor from time to time. "Products" shall mean Fountain Products, Packaged Products and LCT manufactured, bottled, sold and/or distributed by Vendor.

1.8 "Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

2. TERM

The term of this Agreement shall commence on January 1, 2020 and expire on December 31, 2022, (the "Term"). When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination. In the event that Vendor is not in default of any provision of this Agreement, Vendor shall have an option to renew this Agreement for two (2) additional twelve (12) month terms on the same terms and conditions herein, upon giving the City prior written notice of the exercise of this option at least sixty (60) days before the expiration of the initial Term or any Additional Term.

3. SCOPE

3.1 Exclusive Pouring Rights.

Except as outlined herein, during the Term of this Agreement Vendor shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products, including Packaged Products sold through vending machines) available for sale and distribution within the Facilities where Beverages are sold and concessions operations for the City or its Facilities subject to the limitations herein. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Facilities, and City will cause the purchasing representative for each of the Facilities to purchase all its respective requirements for such Products directly and exclusively from Vendor.

3.2 Ancillary Products.

During the Term, the City must purchase and may cause the purchasing representative for each of the Facilities to purchase its respective requirements for carbon dioxide and branded disposable cups ("Ancillary Products") from Vendor.

3.3 Advertising Rights.

Vendor may advertise and promote its Products in and with respect to the City and its Facilities upon mutually agreed to terms and conditions. The City will cooperate with the Vendor to place advertisement materials run promotions or giveaways that feature the Vendor's products and stimulate sales. All costs will be at the Vendor's expense. Vendor may add to the script of any of its media buys that "[Vendor] is the official beverage of the Panama City Beach Parks and Recreation Department." Any advertising that includes reference(s) to the City must be approved in writing by the City Manager prior to placement of the advertising.

At Vendor's expense, Vendor may supply cups or point-of-sale advertising promoting Vendor's Beverages. The City reserves the right to reject any advertising that interferes with its operations.

3.4 Exclusions.

The exclusivity granted by the terms of this Agreement shall be subject to the following exclusions:

1. Beverages or services consumed on City property by City employees.
2. Beverages or services brought onto City property by participants in any sports event subject to a reservation of City facilities or City's Facilities Use Agreement provided that no sports event or tournament shall be permitted to sell beverages other than those contemplated in this Agreement.
3. Special events, as permitted in accordance with the City's Code of Ordinances, shall have the right to supply and serve brands other than those covered by this Agreement.
4. City Facilities not expressly contemplated in Exhibit A.
5. City Facilities located on the Dan Russell Pier Complex, including Hook'd Restaurant and Half Hitch Tackle, shall become subject to the provisions of this Agreement on January 1, 2021.

4. PERFORMANCE

This Agreement, including all of Vendor's support to the City as described below, is contingent upon the City complying with all of the following performance criteria:

4.1 Exclusivity.

Subject to the exclusions set forth in section 2(D), the Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Facilities by any method or through any medium whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private.

4.2 Product Mix.

The City represents that it shall purchase and shall cause its Facilities subject to this Agreement to purchase Products exclusively from and that it shall use reasonable efforts to maintain a mix of both Fountain Products and Packaged Products at each of the Facilities throughout the Term.

4.3 Fountain Products.

The City shall only use the Fountain Products for use in preparing the fountain beverage products (the "Fountain Products"): (i) in accordance with the standards established by Vendor; and (ii) only for immediate or imminent consumption and shall not resell the Fountain Products either to nonaffiliated facilities or to consumers in any form other than the Fountain Products.

4.4 Brand ID.

The City shall have appropriate brand identification, as identified by Vendor, for each Beverage Product served on all menus (including catering), menu boards and Fountain dispensing valves at each of the Facilities throughout the Term.

4.5 Changes in Facilities.

The City agrees that it shall promptly notify Vendor, in writing, of each eligible new Facility which is opened or acquired during the Term, as well as of any eligible Facility which is closed, sold or otherwise disposed of during the Term.

5. CONSIDERATION

In consideration of the exclusive rights granted to Vendor by City over the Term of this Agreement, and provided City is not in breach of this Agreement, Vendor shall provide City with the following Consideration as more fully set forth in Exhibit B:

5.1 Initial Sponsorship Fee.

Vendor shall pay to the City a sponsorship fee in the amount of \$25,000, payable to the City within sixty (60) days of the signing of this Agreement by both parties (the "Initial Sponsorship Fee"). In the event Vendor terminates this Agreement due to the City's failure to cure a breach hereof, the unearned Initial Support Funds will be repaid to Vendor as prorated over calendar year.

5.2 Annual Sponsorship Fee.

Vendor shall pay to the City an annual sponsorship fee in the amount of \$10,000 per year payable to the City within sixty (60) days after the commencement of Year 2 of the Term of this Agreement, not to exceed four (4) consecutive payments (the "Annual Sponsorship Fee"). Vendor agrees to provide to City an additional \$5,000 after the commencement of Year 3 of the Term if total purchases by City of Vendor's products have exceeded \$350,000 in the 12 months of years two of the Agreement. Vendor agrees to provide to City an additional \$10,000 after the commencement of Year 5 of the Term if total purchases by City of Vendor's products have exceeded \$500,000 in the 12 months of year four of the agreement.

5.3 Commissions.

Vendor agrees to pay to City a commission, as a percentage of the actual cash ("cash in bag" or "CIB") collected by Vendor from the bottled beverage vending machines placed at the Facilities, less any applicable taxes, fees or deposits ("Commissions"). Such

Commissions shall be at the rate(s) of 30 % to City (the "Commission Rate") of each item sold.

Vendor agrees to pay to City a commission, as a percentage of the actual cash ("cash in bag" or "CIB") collected by Vendor from the packaged snack vending machines placed at the Facilities, less any applicable taxes, fees or deposits ("Commissions"). Such Commissions shall be at the rate of 15 % to City (the "Commission Rate") of each item sold.

5.4 Rebate Funds.

Each Year throughout the Term, Vendor shall calculate the total number of Cases of Packaged Products and Gallons of Post-Mix Products purchased by the Facilities from Vendor pursuant to this Agreement, and shall provide the City with rebate funds calculated based on the applicable amounts set forth below (the "Rebate Funds"). The Rebate Funds, if applicable, shall be paid by Vendor quarterly, during the Term. In the event that the Facilities are closed during the Term of this agreement, Vendor agrees to provide City with all Rebate Funds accrued on behalf of the Facilities as of the time of closing, provided that the Facilities were in full compliance with the terms and conditions of this Agreement.

| Rebate Funds Amount | Applicable Products |
|-----------------------|-------------------------|
| \$ <u>8</u> /Case | <u>20oz CSD/water</u> |
| \$ <u>5</u> /Case-Box | <u>3 Gal Bag in Box</u> |

5.5 Annual Product Donation.

Vendor agrees to donate the following to City annually:

| | |
|---|--|
| Bag-in-Box Product | 12oz Can CSD 5 liter Water Bottle Product |
| 10-3 Gal boxes Year 1 - \$4,602.00 Value | 120 cases Year 1 - \$1,200.00 Value |
| 20-3 Gal boxes Year 2 - \$9,204.00 Value | 120 cases Year 2 - \$1,200.00 Value |
| 20-3 Gal boxes Year 3 - \$9,204.00 Value | 120 cases Year 3 - \$1,200.00 Value |

5.6 Initial Product Donation.

Vendor agrees to donate to the following to City once upon commencement of the Agreement:

10-48 quart Gatorade Coolers \$321.90
12-Pepsi branded 10x10 Tents \$3,132.12

In the case of additional Cooler or Tent needs, Vendor agrees sell them to City at Vendor's cost.

5.7 City Event Sponsorship.

Vendor agrees to sponsor the following City Events Frank Brown Park for a total contribution of \$ \$10,000 per year.

6. COMMISSION PAYMENT.

Commissions shall be remitted by Vendor to the City within 30 days of the end of each calendar quarter established by Vendor. Vendor shall make all pertinent revenue and sales records respecting the vending machines available to City.

7. FREE EQUIPMENT LOAN AND SERVICE.

As further outlined in Section 8 below, Vendor shall provide at no cost to City or the Facilities necessary dispensing/selling Equipment for Beverages at the Facilities. Such Equipment shall be in sufficient quantities (in light of sales volume) to satisfy the Facilities reasonable needs.

8. EQUIPMENT

8.1 Equipment Delivery. Vendor will loan the Facilities, at no charge, appropriate Equipment for dispensing the Products during the Term. City agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the City shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Title to such Equipment will remain vested in Vendor or its affiliate and all such Equipment will be returned to Vendor upon expiration or earlier termination of this Agreement. Each Year during the Term or at Vendor's request, City shall provide Vendor with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the City pursuant to this Agreement.

8.2 Fountain Equipment. Vendor will be responsible for all CO2 tanks required in the dispensing systems. Some areas shall require self-contained refrigeration dispensers and stands. All dispensers should have automatic ice dispensers and equipped with separate water supply shut-off. The selection of products to be dispensed and versatility of equipment required at each location shall be determined by the City Parks and Recreation Director based upon reasonable customer needs. Specific equipment to be provided shall be agreed upon by the Vendor and the City Parks and Recreation Director or his designee. Dispensing equipment shall have a secured locking mechanism. Equipment provided must be compatible with the existing equipment or acceptable replacement agreed to by the City.

8.3 Vending Equipment.

So long as Vendor does not manufacture or modify the equipment, it shall not be deemed to make any representations or warranties pertaining to the Equipment. So long as Vendor complies with its equipment service and maintenance obligations, it shall have no liability for lost sales resulting from use of the equipment

It shall be the responsibility of the Vendor to install vending machines and remove any non-working machines.

Location of any new machines will be at the discretion of the City and the City reserves the right to request the successful City to adjust service as needs develop.

The City shall supply electrical source, outlets, and other applicable connections at each beverage and snack vending location. Final connections of all equipment are to be made by the Vendor. All machines must meet current Americans with Disabilities Act (ADA) standards. All machines must be equipped with a non-reset counter for recording all sales by each machine. The City reserves the right to review these counters at any time with the Vendor. City personnel must verify the initial meter or counter reading of all vending machines in writing. The required capacity and size of each machine shall depend on the

needs and requirements of each location. There must be 18" between the top of the machine and the ceiling at each location. The exact number and locations shall be decided upon mutual agreement between Vendor and the City.

Each machine is to be clearly labeled near eye level in the vicinity of the coin/bill acceptor with the Vendor telephone number to report malfunctions.

8.4 Equipment Condition. All Equipment shall be like new, state-of-the-art, and shall remain in that condition through the life of this Agreement. Vendor shall recommend and provide upgrades and any other Equipment deemed necessary by the City throughout the life of this Agreement. Yearly, no later than 30 days from the anniversary date of the contract the equipment shall be examined by the City and the Vendor with the objective of providing the best possible service to the City's visitors, customers, staff, and guests

8.5 Service. Vendor will provide, at no charge to the City, preventative maintenance and service to the Equipment. Vendor will also provide City with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. The Vendor shall provide maintenance and repair service 24 hours a day, seven days per week. For service calls placed during normal business hours (8:00 am – 5:00 pm), service is required within three (3) hours of the service call. For service calls made after hours or on weekends or holidays, service is required within twelve hours of the service call. Equipment that cannot be repaired within two (2) working days following notification of the problem is to be replaced with a similar piece of workable equipment. After hours maintenance will be limited to emergencies. If a machine is not repaired or replaced within the above specified period, the Vendor shall reimburse the City the amount equal to the annual daily commission rate for each day the machine is inoperable

Vendor shall establish and implement a preventative maintenance program for all equipment installed to ensure proper, continuous operation and minimize the out-of-service time for equipment. Each machine must be clearly identified with a number on its front so that reports of malfunctions can refer to a particular machine. The machine identifier must be approved by the City prior to application.

8.6 Vending Collections. Vendor shall be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. City agrees to provide reasonable assistance to Vendor in apprehending and prosecuting vandals. Vendor shall not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines. Vendor shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities.

9. DELIVERY

Delivery includes but is not limited to stocking, cleaning, and facing displayed product on shelves and in coolers. All deliveries are to be made upon request to the Concessions locations. A minimum of two (2) delivery days per week are required.

Delivery schedules must be coordinated with each location manager to ensure delivery at the requested time. In the event deliveries are delayed due to abnormal weather conditions or other reasons, it is the responsibility of the Vendor to notify the location managers prior

to the expected delivery time.

Each delivery shall be accompanied by an official delivery ticket showing contract number, purchase order number, and quantity delivered for each item. Tickets must be priced and extended with a grand total. The ticket shall be presented to and signed by the individual authorized to accept deliveries.

10. PRICING

Throughout the Term and any agreed-upon extension, the Vendor agrees that the prices charged to the City and/or its agents, shall remain at least as low as those offered to similarly situated customers under similar competitive conditions in the same geographical area as the City.

Vendor will provide City/Facilities a complete supply of Products during the Term of this Agreement. The Products and Ancillary Products shall be purchased by the City from Vendor at the prices as set forth in attached Exhibit A. Thereafter, the prices shall be increased each Year, except that Vendor shall provide thirty (30) days' notice of any price increases during the Term and the price increases for Products shall not exceed 5% per Year.

The City may dispute any proposed price increase on the grounds that the increase is not at least as low as those offered to similarly situated customers under similar competitive conditions in the same geographical area as the City.

11. GENERAL TERMS

11.1 Termination. Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice.

11.3 Insurance. Liability insurance policy acceptable to the City, with single limits of One Million Dollars (\$1,000,000) and an aggregate limit of Three Million Dollars (\$3,000,000), covering the Vending Machines, Coolers, Fountain Equipment and all other equipment and promotional items, shall be maintained by Vendor at all times. The policy shall name the City as an additional insured and include Auto Liability. Preferred Drink Vendor shall be responsible for maintaining Worker's Compensation as required by the State of Florida, which policy need not name the City as an additional insured. Preferred Drink Vendor shall be responsible for obtaining any other insurance as it may desire upon its operations, property and inventory.

11.4 Employment Standards. 21. Vendor shall permit no person to discharge, in whole or in part, any of the Vendor's obligations hereunder within the geographic boundaries of all City Facilities, (i) who shall have been convicted or pled guilty or nolo contendere, regardless of whether adjudication was withheld, of a crime against children (a "Disqualifying Crime"), or (ii) who shall have failed to consent in writing to a criminal history background check for a Disqualifying Crime; or (iii) who is a full-time employee of the City. From time to time at City's request, Vendor shall furnish a list of the names and addresses of all persons discharging any of its obligations hereunder within the geographic boundaries of City Facilities, together with evidence that Vendor has conducted

a criminal background check to ensure each such person is eligible under this section to discharge Preferred Drink Vendor's obligations within all City facilities.

11.5 Remedies. If Vendor terminates this Agreement as a result of default by City or its Facilities, or if City terminates this Agreement for a reason other than uncured default by Vendor, then City and its Facilities will surrender to Vendor all Equipment provided by Vendor and shall forfeit all funding not paid as of the date of termination.

11.6 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 Vendor is acting on behalf of City as provided under Section 119.011(2), Vendor agrees to also comply with that law, specifically including to:

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

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

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

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

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850.233.5100, mjbossert@pcb.gov, 110 S. Arnold Road, Panama City Beach, FL 32413.

11.7 Expiration. Upon expiration of this Agreement, if City has not entered into a further agreement with Vendor for the purchase of the Products, City shall surrender to Vendor all Equipment installed in the Facilities, whether leased, loaned or otherwise made available by Vendor.

11.8 Non-Disclosure. Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

11.9 Indemnification. Vendor will indemnify and hold the City harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or

condition of this Agreement; (ii) product liability suits resulting from the use or consumption of the Products; and/or (iii) the negligence or willful misconduct of Vendor. The City will indemnify and hold Vendor, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the City.

11.10 Assignment. In the event that a third party acquires City or all or a group of the Facilities, or if City is acquired or merges with a third party, City will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of City hereunder. In the event that City does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, Vendor may, at its option, terminate this Agreement effective immediately and City will refund to Vendor any previously paid Annual Sponsorship Fee for that year, which is applicable to the portion of the year occurring after the effective date of the termination. The Agreement shall not be otherwise assignable without the express written consent of Vendor.

11.11 Applicable Law. The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in and for Bay County, Florida. Each party consents to the exclusive and proper jurisdiction of that court in any such civil action or legal proceeding and waives any objection to the laying of venue of any civil action or legal proceeding in that state court.

11.12 Tax. The City acknowledges and agrees that neither Vendor nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the City in connection with the consideration or any other fees payable by Vendor under this Agreement. Vendor shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities. Notwithstanding the foregoing, Vendor shall collect and remit all applicable sales tax for any transaction that it administers at the Facilities, such as with a vending machine operated by Vendor at the Facilities.

11.13 Force Majeure. Any delays in the performance of any obligation of Manager under this Agreement shall be excused to the extent that the delays are caused force majeure.

11.14 Release, Discharge or Waiver. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

11.15 Relationship of the Parties. The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

11.16 Effect of Headings. The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

11.17 Construction. This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

11.18 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11.19 Further Assurances. Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

11.20 Notices. Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Vendor:

Vendor Company
ATTN: Buffalo Rock Pepsi -PCY

If to City:

City of Panama City Beach Parks and Recreation Department
ATTN: Jim Ponak
16200 Panama Beach Parkway
Panama City Beach, FL 32413

11.21 Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

11.22 City Representations. City represents and warrants to Vendor that the execution, delivery and performance of this Agreement by City will not violate any agreements with, or rights of, third parties. The City and undersigned represent that the undersigned is duly authorized and empowered to bind the City to the terms and conditions of this Agreement for the duration of the Term.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

VENDOR

By: 

Print Name: Chad Peak

Title: General Manager

Date: _____

City of Panama City Beach

By: _____

Title: City Manager

Date: _____

Attest:

By: _____

Title: City Clerk

Date: _____

Attest:

By: _____

Title: City Attorney

Date: _____

EXHIBIT A

CITY VENDING FACILITIES

| Frank Brown Park | City Pier To Begin Jan 2021 | Aaron Bessant Park | City Park Locations | Other City Locations |
|------------------------------------|--|-------------------------------------|----------------------------|----------------------------------|
| (2) at the Recreation Office | (2) at the City Pier Main Office area | (1) at the Park Office Location | (1) at Scott Field Park | (2) at City Hall |
| (1) at the Playground Pavilion | (1) at the City Pier Restroom Location | (1) at the Park Stage Left Location | (1) at Maggi Still Park | (1) at the PCB Library |
| (1) at the Middle Grounds Pavilion | | | (1) at Popeye Park | (1) at Lyndell Conference Center |
| (1) at the Soccer fields | | | | |

CITY CONCESSIONS FACILITIES

| Locations | Type of Products | Notes |
|---|----------------------------|------------------------------------|
| Frank Brown Park: Pool Front Desk Stand | Bottled and Canned. | |
| Frank Brown Park: Pool Concessions | Fountain, Bottled, Canned. | (1) at the Aquatic Center Location |
| Frank Brown Park: Middle Grounds Concessions | Fountain, Bottled, Canned. | Operated through agreement |
| Frank Brown Park: North Complex Concessions | Fountain, Bottled; Canned. | Operated through agreement |
| City Pier: Hook'd Restaurant | Fountain, Bottled, Canned. | Available January 1, 2021 |
| City Pier: Half Hitch Tackle | Bottled and Canned | Available January 1, 2021. |

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration / Holly White

2. MEETING DATE:

January 9, 2020

3. REQUESTED MOTION/ACTION:

STAFF requests approval of budget amendment #8 (BA #8) to re-appropriate the purchase of four (4) school zone speed signs originally approved by Council in July 2019 (Resolution 19-104)

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

In July 2019, the Council approved Resolution 19-104 which authorized the purchase of four (4) school zone speed signs from World Fiber Technologies in the amount of \$60,298.24. One sign (1) was destroyed in an accident and the City received proceeds from an insurance carrier for the damages sustained in that accident. The other three (3) signs were destroyed in Hurricane Michael and the City is seeking reimbursement from FEMA for the signs destroyed in the storm.

Due to delays in procuring the replacement signs, the City was unable to complete the purchase of the signs in FY 2019. As such, the purchase has rolled forward into FY 2020 and STAFF requests a re-appropriation of the purchase in the current fiscal year. The attached budget amendment #8 reflects the fact that the funds were not expended in the prior year thus increasing the amount of cash carried forward into FY 2020. There is no impact to the budget's bottom line as this is a timing issue only.

STAFF recommends approval of BA #8 to re-appropriate funds for the purchase of four (4) school speed zone signs.

RESOLUTION 20-41

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT TO REAPPROPRIATE FUNDS FOR PURCHASE OF SCHOOL ZONE SPEED SIGNS PREVIOUSLY APPROVED IN RESOLUTION 19-104.

WHEREAS, on July 11, 2019, the Council approved Resolution 19-104, authorizing the purchase of four solar school zone speed signs and amending the budget to reflect the receipt and expenditure of funds for that purchase; and

WHEREAS, due to delays in procuring the signs, the City was unable to complete the purchase of the signs in Fiscal Year 2019, such that a re-appropriation of these funds is necessary to complete the purchase in Fiscal Year 2020.

NOW THEREFORE, BE IT RESOLVED that the following budget amendment (#8) is adopted for the fiscal year beginning October 1, 2019 and ending September 30, 2020, to re-appropriate the unspent funds budgeted and approved by Resolution 19-104, in substantially the form attached as Exhibit A.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

RES 20-41

AGENDA ITEM # 2

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

No. BA # 8

| FUND | GENERAL | ACCOUNT DESCRIPTION | APPROVED BUDGET | BUDGET ADJUSTMENT | NEW BUDGET BALANCE |
|------|--------------------|--------------------------|------------------------|--------------------|------------------------|
| TO | 001-2101-521.64-20 | Machinery and Equipment | 694,100.00 | 60,500.00 | 754,600.00 |
| TO | 001-0000-389.90-10 | Cash CF Unrestricted | <i>(24,656,675.00)</i> | <i>(60,500.00)</i> | <i>(24,717,175.00)</i> |
| | | | | | |
| | | | | | |
| | | | | | |
| | | Check Adjustment Totals: | <i>(23,962,575.00)</i> | 0.00 | <i>(23,962,575.00)</i> |

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To re-appropriate the purchase of (4) speed zone school signs in FY 2020 due to timing delays in the expenditure of funds and to adjust cash carryforward to FY 2020 as well.

ROUTING FOR APPROVAL

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

EXHIBIT A

AGENDA ITEM # 2

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/FINANCE

2. MEETING DATE:
JANUARY 9, 2020

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION REVISING MEMBERSHIP OF THE CITY'S AUDIT COMMITTEE

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
In October, 2014, the City established an audit committee to, among other things, assist the City Council when selecting an auditor to conduct the annual financial audit, in accordance with Section 218.391, Florida Statutes. Last session, the Legislature passed CS/SB 7014, which among other things, revises Section 218.391, Florida Statutes regarding the membership of a City audit committee. The new legislation provides that city employees may not serve on the committee except in an advisory capacity. CS/SB 7014 went into effect July 1, 2019, and the City finds it necessary and appropriate to revise Resolution 15-05 establishing the audit committee to conform with the revised law. A copy of Resolution 15-05 is included for reference.

Staff recommends the committee be comprised of one Councilperson and 4 qualified persons appointed by the Council, serving 2 year terms. The members do not need to be City electors, but do need to have a basic understanding of basic accounting and auditing principles.

RESOLUTION NO. 20-42

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, REVISING RESOLUTION 15-05 WHICH ESTABLISHED AN AUDIT COMMITTEE; REVISING THE MEMBERSHIP OF THE AUDIT COMMITTEE; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, in October, 2014, the City of Panama City Beach established an audit committee to, among other things, assist the City Council when selecting an auditor to conduct the annual financial audit, in accordance with Section 218.391, Florida Statutes; and

WHEREAS, the Legislature passed CS/SB 7014, which among other things, revises Section 218.391, Florida Statutes regarding the membership of a City audit committee; and

WHEREAS, CS/SB 7014 went into effect July 1, 2019, and the City finds it necessary and appropriate to revise its Resolution establishing the audit committee to conform with the revised law.

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

SECTION 1. From and after the effective date of this Resolution, Section 2 of Resolution 15-5 is revised to read as follows:

SECTION 2. The audit committee for the City next auditor selection shall consist of **one member of the City Council, who shall serve as chair of the committee,**

~~the City Manager, the Director of Finance, and three~~ four qualified persons ~~City employees~~ selected and appointed by the City Council. Each member of the audit committee shall possess a basic understanding of governmental financial reporting and auditing, and accounting or related financial management expertise evidenced by one or more of the following: a) an understanding of generally accepted accounting principles and financial statements, b) experience in preparing or auditing financial statements of comparable entities, or c) experience with internal accounting controls. City employees may not be appointed to serve on the audit committee. Manager. ~~The City Manager and~~ Director of Finance may serve in an advisory capacity to the ~~shall chair this~~ committee. Committee members shall serve for two year terms, without compensation.

SECTION 2. Except as revised by this Resolution 20-42, all other portions of Resolution 15-05 shall remain in full force and effect.

SECTION 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2020.

Mike Thomas, MAYOR

ATTEST:

Mary Jan Bossert, CITY CLERK

RESOLUTION NO. 15-05

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING AN AUDIT COMMITTEE; DESIGNATING THE MEMBERS OF THE AUDIT COMMITTEE; ESTABLISHING THE DUTIES OF THE AUDIT COMMITTEE, AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach is required pursuant to Florida Statute 218.391 to establish an audit committee to assist the City Council when selecting an auditor to conduct the annual financial audit.

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

SECTION 1. The City Council of the City of Panama City Beach hereby establishes an audit committee whose purpose shall be to assist the Council in selecting an auditor to conduct the annual financial audit of the City required by Section 218.39, Florida Statutes.

SECTION 2. The audit committee for the next auditor selection shall consist of the City Manager, the Director of Finance, and three City employees selected and appointed by the City Manager. The Director of Finance shall chair this committee. Committee members shall serve without compensation.

SECTION 3. The audit committee shall have all the duties set forth in Section 218.391, Florida Statutes, regarding selection of an auditor. The audit committee shall further be tasked with attending the auditor's exit conference upon preparation of the draft audit report, and may further be tasked with the following other functions arising therefrom, including: providing recommendations for improved financial practices and

reporting, influencing appropriate action against fraud, and enhancing internal and external audit functions.

SECTION 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of October, 2014.


Gayle F. Oberst, Mayor

ATTEST:


CITY CLERK

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CITY MANAGER/ HOLLY WHITE

2. MEETING DATE:
JANUARY 9, 2020

3. REQUESTED MOTION/ACTION:

APPROVE AN AGREEMENT WITH ANTHONY O'ROURKE GOVERNING HIS EMPLOYMENT AS THE CITY'S CITY MANAGER.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

ON DECEMBER 13, THE CITY COUNCIL VOTED TO HIRE ANTHONY O'ROURKE AS ITS NEXT CITY MANAGER. FOLLOWING THAT VOTE, THE COUNCIL DIRECTED THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE A CONTRACT WITH MR. O'ROURKE CONSISTENT WITH THE TERMS ADVERTISED AND THE CITY'S TRADITIONAL EXECUTIVE EMPLOYMENT PRACTICES.

FOLLOWING NUMEROUS DISCUSSIONS BETWEEN THE CITY STAFF, CITY ATTORNEY, AND MR. O'ROURKE, THE PARTIES HAVE PREPARED THE ATTACHED AGREEMENT WHICH GOVERNS THE TERMS AND CONDITIONS OF MR. O'ROURKE'S EMPLOYMENT.

UNDER THE AGREEMENT, MR. O'ROURKE WILL RECEIVE ANNUAL SALARY OF \$170,000 TOGETHER WITH BENEFITS. THE AGREEMENT CONTEMPLATES THAT MR. O'ROURKE'S PERFORMANCE BE EVALUATED BY THE CITY COUNCIL EVERY SIX MONTHS BASED ON CERTAIN CRITERIA. ONE OF THOSE CRITERIA IS A FIRST YEAR WORK PLAN WHICH IS INCLUDED FOR YOUR REVIEW AND DISCUSSION.

IF APPROVED, MR. O'ROURKE'S FIRST DATE OF EMPLOYMENT WILL BE JANUARY 15. IF APPROVED, STAFF ANTICIPATES BRINGING FORWARD A BUDGET AMENDMENT ACCOUNTING FOR THE ADDITIONAL COSTS ASSOCIATED WITH THIS AGREEMENT.

RESOLUTION 20-43

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING AN AGREEMENT WITH ANTHONY
O'ROURKE FOR HIS EMPLOYMENT AS CITY MANAGER.**

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that Agreement between the City and Anthony O'Rourke, relating to the terms and condition of his employment as City Manager, providing for an annual salary of \$170,000 together with benefits as more particularly described in the body of the Agreement, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the Acting City Manager and Mayor and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Panama City Beach, Florida, a Florida municipal corporation (the "City") and Anthony O'Rourke (sometimes "Tony O'Rourke" or the "City Manager").

WITNESSETH:

WHEREAS, the City desires to employ Tony O'Rourke as city manager of the City, as provided for in Article 3 of the City's Charter; and

WHEREAS, the City, through its City Council, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, Tony O'Rourke desires to accept employment as City Manager of the City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The City hereby hires and appoints Tony O'Rourke as its City Manager, under the terms established herein, to perform the duties and functions specified in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City's employment of Tony O'Rourke as city manager shall become effective January 15, 2020. This Agreement shall remain in effect until terminated by the City or by the City Manager as provided herein.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the City agrees to pay the City Manager an annual salary of \$170,000, payable in installments at the same time as other City employees are paid.

B. After the first year of the contract, should the general staff receive a cost of living increase, the City Manager will receive the same increase at the same time as the other staff.

C. The City may also wish to increase said base salary or other benefits, or both, of the City Manager in such amounts and to such an extent as the City Council may determine desirable on the basis of a semi-annual performance evaluation of the City Manager. Such evaluation shall be in such form as the Council deems appropriate and shall be made in January and July of each year in which this Agreement is effective.

D. The City Manager's first evaluation shall be based on a work plan that includes, but shall not be limited to, specific strategic accomplishments and objectives that shall become the basis for future semi-annual evaluations and shall be cooperatively determined and adjusted from time to time as determined by the City Council with the input of the City Manager. The City Council shall further establish a relative priority and weight among the annual performance plan objectives. The essential elements of the first year work plan shall include the following:

1. Conduct an ICMA Citizen's Survey and Benchmark Report
2. Employee Survey
3. Strategic Plan FY 2021-2026
4. Annual Business Plan FY 2021
5. Five Year Financial Plan FY 2021-2026
6. Organizational Quality Initiative Plan
7. Organizational Management and Process Review

E. Following the semi-annual evaluation process the City Attorney shall provide the City Manager with a written summary statement of the Council's findings, comments, and proposed new objectives. Thereafter, the City Manager shall be provided the opportunity to discuss the evaluation with the Council.

F. Nothing in this Section shall require the City to increase the base salary or other benefits of the City Manager. Furthermore, the City's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 3. Duties and Obligations.

A. The City Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City. The City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. He shall not serve or become employed by any other entity while this agreement is in effect. The City Manager may, however, engage in educational and professional activities upon receipt of approval by the City Council, provided that such activities shall not interfere with his primary obligation to the City as its City Manager. The City Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder.

C. In the event the City Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the City Manager related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

D. In the event the City Manager is temporarily unable to perform his duties, he shall designate an Acting City Manager.

E. The City Manager is required to be on call for twenty-four hour service, 365 days a year, including reasonable availability by telecommunication during holidays and vacations.

Section 4. Automobile Allowance and Communications Equipment

The City Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. The City shall grant to the City Manager an automobile allowance of \$450 per month, and the City Manager shall purchase, maintain and insure said vehicle.

B. The City shall provide the City Manager with a city cell phone and pay the minimum monthly charge for service. The City Manager shall pay any additional charges incurred due to personal use by reimbursing the City promptly.

Section 5. Dues and Subscriptions

The City agrees to pay the City Manager's professional dues for membership in one Florida local government managers' association, and such other professional dues and subscriptions on behalf of the City Manager as may be approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

Section 6. Professional Development

The City agrees to pay reasonable and customary travel and subsistence expenses for the City Manager's travel to and attendance at least one annual, professional conference of Florida local government managers. The City may choose to pay for the City Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Council action.

Section 7. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the City Manager to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

Section 8. Vacation and Sick Leave

The City Manager shall earn leave at a rate equivalent with department head with the maximum level of service. The City Manager may not take leave greater than ten (10) consecutive working days without the consent of the City Council. Accrual and pay-out of accumulated leave shall be governed by the same policies as those that govern other City employees.

Section 9. Holidays

The City Manager is entitled to the same paid holidays as the general City staff.

Section 10. Health, Dental, Life and Disability Insurance

The City agrees to provide, or make available, health insurance and other benefits to the City Manager on the same terms and conditions as are established from time to time for all City employees generally.

Section 11. Retirement.

The City and the City Manager agree that the City Manager may participate in the General Employees' Retirement Fund under the terms and conditions as may from time to time be established for that Fund.

The City acknowledges that the City Manager has requested that the vesting period for the General Employees' Retirement Fund be shortened for Non-Civil Service Employees to allow him to vest in the Fund upon completion of five (5) years of service. The City agrees to consider such a proposal by Ordinance in good faith and, if adopted, such amendment to the terms and conditions of the Fund shall be applicable to the City Manager.

Section 12. Termination by the City and Severance Pay

A. The City Manager shall serve at the pleasure of the City Council and shall not be a member of the City's Civil Service, and the City Council may terminate this Agreement and the City Manager's employment with the City at any time, for any reason or for no reason.

B. Should a majority of the entire Council (three members) vote to terminate the services of the City Manager "without cause", then within ten (10) business days following such vote, the Council shall cause the City Manager to be paid any accrued and unpaid salary and benefits earned (including personal time off, holiday time and insurance but excluding such items and allowances as are used in conducting City business such as, but not limited to, the use of the City computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the City Manager's employment, the Council shall cause the City Manager to be paid a lump sum severance pay equal to twenty (20) weeks of his salary as full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the City Manager shall, prior to receipt thereof, execute and deliver to the City a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney.

C. In the event the City Manager is terminated for "just cause," the City shall have no obligation to pay the amounts outlined in Section 12, Paragraph B of this Agreement. For

purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. The commission or counsel of any fraudulent act against the interest of the City.
6. The commission or counsel of any act which involves moral turpitude, or which causes the City disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness, including those listed in the definition of "Misconduct" contained in Section 443.036(29) Florida Statutes (2019).

Prior to the termination for just cause under this subparagraph, the City shall furnish to the City Manager a written notification of the grounds for discharge. The City Manager shall have the right to meet with the Mayor and City Attorney, with an advisor or counsel of his choosing to assist or represent him at that meeting, to rebut, refute or otherwise explain the charges of cause against him. If that meeting fails to resolve the matter, the City Manager shall have the right to appear before the City Council with an advisor or counsel of his choosing to assist or represent him at that meeting, to rebut, refute or otherwise explain the charges of cause against him. The City, acting through its City Council, shall then have the sole and absolute discretion to decide whether to terminate this agreement for cause and conclude the City Manager's employment. Should a court of competent jurisdiction determine that just cause for termination did not exist, the City Manager's termination shall be deemed conclusively to have been for convenience, without cause, and the City Manager's sole remedy shall be receipt of severance pay as provided herein, plus interest at the annual rate provided for judgments computed from the day which is 45 days after the date of termination until the day payment is made.

D. In the event the Council, at any time during the employment term, reduces the salary or other benefits of the City Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time City employees, or in the event the City

allegedly refuses to comply with any other material provision of this Agreement benefiting the City Manager, the City Manager shall notify the Council in writing of the alleged violation. The Council shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the City Manager may at his option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal. This shall be the City Manager's sole remedy in the event of a breach or other violation by the City of a material covenant in this agreement, the City Manager acknowledging and agreeing that as an employee serving the public at the will and pleasure of the City Council pursuant to the Charter and laws governing the City, he has no property or liberty interest in his employment with the City beyond the three month period of severance pay.

Section 13. Termination by the City Manager

The City Manager may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than ninety (90) days prior to the effective date of the termination. If the City Manager terminates this Agreement, then the provisions of Section 12, Paragraph B above (severance pay), shall not apply. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation due the City Manager up to the City Manager's final day of employment, including any accrued personal time off. The City shall have no further financial obligation to Employee pursuant to this Agreement. This subsection shall not prevent the City Manager from collecting any money earned as a result of participation in the City's retirement program.

Section 14. Disability

If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health (but excluding death), for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 12, Paragraph B of this Agreement.

Section 15. Relocation and Moving Expenses

A. The City Manager shall be reimbursed for moving expenses to relocate himself and his family. Moving expenses shall be limited to the cost of packing, unpacking, insurance, storage, and moving the household goods and personal effects of the City Manager from his place of residence to the City. Reimbursement shall be made upon the City Manager's production of documents establishing that the services were provided by the lowest of (3) estimates and the production of receipts to document the expenditure. Reimbursement for relocation moving expenses shall not exceed \$17,500.00.

B. The City Manager shall be reimbursed one (1) round trip airfare from the City Manager's place of residence to the City and other ancillary travel expenses to allow the City

Manager's spouse to visit Panama City Beach between January 15, 2020 and May 1, 2020 to seek permanent housing.

C. For the six months immediately following the execution of this contract, the City agrees to pay the City Manager up to Two Thousand, Five Hundred Dollars (\$2,500) per month to reimburse him for the costs of relocating himself and his family to a residence within the City, to cover or be applied to the cost of temporary lodging. The City Manger shall be reimbursed only when he can produce receipts to document the expenditure.

D. Should the City Manager voluntarily terminate this Agreement within two years of his employment with the City, he will reimburse the City a prorated share of any expenses paid under this section based on the number of months remaining in the twenty-four month period. A pro-rate share of the total relocation expenses paid by the City will be returned to the City that equals the percentage of months remaining in the first twenty-four months commencing from the first date of employment. By way of illustration, if the City Manager resigns 12 months after his first date of employment, the City Manager shall reimburse the City fifty percent (50%) of the total expenses reimbursed under this section 15. Reimbursement under this subsection (D) shall not apply if the City Manager's termination of this agreement is due to death or permanent disability.

Section 15. Indemnification.

A. City shall defend, save harmless, and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall survive the termination of employment and the termination or expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Manager's capacity as a City employee, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 16. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

Section 17. Code of Ethics

The "Code of Ethics" promulgated by International City/County Management Association is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to guide the City Manager's duties, responsibilities, conduct and actions as City Manager of the City.

Section 18. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 19. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement, or the failure to demand strict compliance with any provision, shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision, or as a modification of the same or any other provision.

C. This Agreement is a personal agreement between the City and the City Manager and may not be voluntarily assigned or involuntarily transferred.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the 14th Judicial Circuit, in and for Bay County, Florida.

F. Upon City Manager's death, the City's obligations under this Agreement shall terminate except for the following which shall be for the benefit of the City Manager's personal representative or heirs:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and

4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other by reason of authorship, and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

[Remainder of page intentionally blank.]

Executed by the CITY this _____ day of _____, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas,
Mayor

By: _____
Holly J. White,
Acting City Manager

ATTEST:

Mary Jan Bossert, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Amy Myers, City Attorney

Executed by the CITY MANAGER this _____ day of _____, 2020.

Witnesses:

Signature

Tony O'Rourke

Print Name

Signature

Print Name

Proposed First-Year Plan for City of Panama City Beach

Tony O'Rourke

The following is a proposed plan of action for my first year as City Manager of the City of Panama City Beach for City Council review and revision. This plan puts into context the performance measures in my proposed first year work plan, which is included in my proposed City Manager contract.

Listening and Understanding (90 days)

The first phase of any transition is to first listen and learn and not presume what the needs and expectations of a community and organization are. I would need to get a very diverse orientation and briefing on the community's challenges, opportunities and priorities. To that end, I would start by reviewing in-depth the City's financial, planning and operations documents and meet with many community and regional stakeholders. In addition, I would recommend both a citizen and employee survey be conducted to get a comprehensive and evidenced-based understanding of the needs, challenges, expectations and overall assessment of the community and city organization.

In the first weeks I would request a series of meetings with the Mayor, City Council members, Department Directors and front-line staff to gain their perspective on the past, present and future of Panama City Beach. I would request the Mayor and each City Council member make a list of 10 to 15 individuals and/or organizations I should meet with to get a better understanding of the variety and scope of issues in both the community and city organization. Most importantly is the need to talk to a true cross-section of the community and organization to understand diverse views and perspectives about Panama City Beach and the future the community desires.

My learning and listening would not end after this initial 90 days. I would consistently get feedback from the community and organization as well as have weekly meetings with the Mayor, Town Council members, Department Directors and key stakeholders. I would also propose organizing and meeting separately with both a small, but diverse, group of Panama City Beach stakeholders and city organization employees, on a monthly basis to stay in tune with both the community and organizations needs and expectations.

These regular meetings are critical to keep a pulse of the community and organization and to ensure a constant exchange of information, ideas, and plans. I am a big proponent of "no surprises" and consistent communication would minimize the chances of "surprises" and maximize collaboration and alignment of critical operations, projects, and issues.

Data Analysis - Strategic Plan Development (91-150 days)

Once information and data is collected from the community and organization assessment phase, I would meet with the Mayor and City Council to develop a Strategic Plan. The

Strategic Plan would be a 3-5 year over-arching roadmap to guide City Council policy-making and resource allocations to move the community forward and achieve its mission and vision. The Strategic Plan would review the community's strengths, weaknesses, opportunities and challenges. The Plan would establish a unity of purpose and common vision, core strategic priorities, select key intended outcomes, and establish performance measures to monitor and measure Plan progress. In sum, the Strategic Plan would examine the present, envision the future, choose how to get there, and make it happen.

Upon the Mayor's, City Council's and community's review and modification, the Strategic Plan would be brought back to the City Council for formal adoption.

The Strategic Plan will require the Mayor, City Council and staff to consider the Plan when developing policies, delivering services, and processing requests for fiscal resources.

Alignment (151-240 days)

Upon the Mayor and City Council adoption of the Strategic Plan, I would focus on aligning the Strategic Plans strategic priorities and key intended outcomes with the organizations culture and structure. The following critical steps outline how words would be moved to actions and ensure alignment of the City's policies, budget, and department and staff annual performance plans to the Strategic Plan.

- Create an Annual Business Plan with specific, action-oriented goals, work activities, and performance measures for every City department in alignment with the Strategic Plan.
- Focus Mayor and City Council policy initiatives and discussions on the Strategic Priorities.
- Link senior management and employee performance evaluations and rewards with the Strategic Plan Priorities and Annual Business Plan.
- Monitor the Strategic Plan and Annual Business Plan performance measures to hold everyone accountable for making measurable progress in achieving the Strategic Plan's key intended outcomes and performance measures.
- Communicate quarterly on the plans progress to the Mayor and City Council and the public through a Strategic Plan Progress Report.
- Periodically review the Strategic Plan with the Mayor and City Council to ensure that it continues to focus City government on the issues most important to the community.

Public Engagement (ongoing)

Public engagement and input is essential to meeting the needs and expectations of the community. Government officials do not have monopoly on good ideas. It is therefore imperative to involve and engage the public to create a broader marketplace of ideas and approaches to enhance the quality of life and stewardship of the Panama City Beach community.

As I have experienced in other communities I believe Panama City Beach is blessed with very passionate and talented citizens who would be a huge asset to address community issues and move the community forward. To that end I would propose working with the City Council to create Citizen Advisory task forces focused on both current and projected community issues.

To get a baseline of community and regional understanding on issues, and mentor future community leaders, the City may want to create a Leadership Panama City Beach program in partnership with the Panama City Beach Chamber and Visit Panama City Beach. The program would be designed to orient citizens to the basics of Panama City Beach and Bay County government, community history, and key community and regional issues. This would give all the citizen participants a common base line of information and history before collaborating together on community and regional issues.

Strengthen Key Partnerships (ongoing)

Panama City Beach is interdependent with the regions natural environment, tourist-based economy, workforce supply and demand, housing market, military installations and transportation system. Its challenges and opportunities do not begin or end at its city boundaries. Accordingly, the City must continue to place a premium on both public and private sector partnerships to address its challenges and optimize its opportunities. To that end, I would continue to build on the City's partnerships with Bay County, State of Florida, FEMA, United States military, Panama City Beach Chamber of Commerce, Visit Panama City Beach, neighboring and regional communities, local private businesses, and non-profit organizations. In sum, the City should continue to leverage its finite resources to achieve mutually beneficial outcomes with regional public and private sector partners

REGULAR ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Panama City Beach Police Department

2. MEETING DATE:
January 09, 2020

3. REQUESTED MOTION/ACTION:

We respectfully request approval of Law Enforcement Trust Funds to send one (1) police officer to a K-9 patrol handler course January 2020 - February 2020 at a cost of \$8000.00

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

We respectfully request approval of Law Enforcement Trust Funds to send one (1) police officer to a K-9 patrol handler course January 2020 - February 2020 at a cost of \$8000.00. The school is located in Gulf County, FL and will be conducted by Greg Cole (NNCDS Master Trainer). The completion of this course will provide the community and department with a certified K9 officer.

RESOLUTION 20-44

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, SITTING AS THE LAW ENFORCEMENT TRUST BOARD; AUTHORIZING EXPENDITURES FROM THE LAW ENFORCEMENT TRUST FUND FOR K-9 HANDLER TRAINING COURSE FOR ONE OFFICER IN THE AMOUNT OF \$8,000; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Law Enforcement Trust Fund is a special fund that can only be used for purposes designated by Section 932.7055(5)(a), Florida Statutes, such as crime prevention, safe neighborhoods, protracted investigations, technical equipment and community relations programs; and

WHEREAS, after July 1, 1992, and during every fiscal year thereafter, any local law enforcement agency that acquires at least \$15,000 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 25% of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, safe neighborhood, or school resource officer programs; and

WHEREAS, the police department recommends a portion of the funds be appropriated for law enforcement purposes related to providing additional expertise to the City's police department by certifying a city officer as a K9 handler; and

WHEREAS, the City Council finds that this expenditure satisfies the statutory requirements for use of Law Enforcement Trust Funds, and approves the expenditure of those funds for the requested purpose.

BE IT RESOLVED by the City Council of the City of Panama City Beach, sitting as the Law Enforcement Trust Board, that the appropriate officers of the City are authorized to use Law Enforcement Trust Funds for an eight week K-9 patrol handler course provided by Greg Cole, in the amount of Eight Thousand Dollars (\$8,000.00), on substantially the terms and specifications of the proposal attached and presented to the Council today, draft dated December 5, 2019.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this ____ day of January, 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-44

AGENDA ITEM # 5

Subject: Contract for Services Rendered

This is a contract entered into by Greg Cole (hereinafter referred to as "the provider") and the Panama City Beach Police Department (hereinafter referred to as "the client") on this date 5 December 2019.

The provider's address is 128 5th Street, Wewahitchka, Fl. 32465 and the client's place of business is 17115 Panama City Beach Parkway, Panama City Beach, Fl. 32413

The client hereby engages the provider to provide services described herein under "Scope and Manner of Services". The provider hereby agrees to provide the client with such services in exchange for consideration described herein under "Payment for Services Rendered".

Scope and Manner of Services: All services rendered will be determined and processed by the provider.

Services to be Rendered by the Provider:

1. Teach the K9 handler a K9 handler's course
2. Train the client's K9 team in the disciplines of basic and advanced obedience
3. Train the K9 team in the discipline of the detection of illicit drugs to generally accepted industry standards
4. The dog shall be trained in narcotic detection for the odors of marijuana, cocaine, heroin and methamphetamine
5. Train the client's K9 team in basic K9 team patrol, to include the following functions:
 - a. aggression/criminal apprehension (a bite and hold concept will be taught)
 - b. aggression control
 - c. handler protection
 - d. area search concepts
 - e. building search concepts
 - f. vehicle and other search concepts
 - g. article/evidence search concepts
 - h. tactical strategies
6. The dog shall be trained to conform to or exceed the standards set forth by the Fl. Dept. of Law Enforcement, the National Narcotic Detector Dog Association and the North American Police Work Dog Association.
7. The provider reserves the right to reject the handler. If this occurs, the client shall be given opportunity to select another handler for the dog.
8. Training of the K9 team will begin on a date agreed on by both parties and will be for a duration of 320 hours/8 weeks at the discretion of the provider.
9. Onsite training of the K9 team will be performed in and around Gulf and Bay County, Florida.

Payment for Services Rendered:

1. The client shall pay the provider for services rendered, according to the payment agreement, the sum of \$8,000.00.
2. Payment is due upon completion of training, unless other arrangements are agreed on.
3. All materials and equipment needed by the K9 team will be provided by the client.
4. Costs, dues and other fees for NNDDA, NAPWA, or other K9 associations sought for certification are the responsibility of the client, and certification processes for the K9 team are not included in the terms of this contract.

Liability statement: dog training and the handling, or working with dogs, requires strenuous activity and has inherent dangers associated with working with animals. The client shall, for the full duration of agreed upon contract, hold free and harmless for any/all liability pertaining to any injury to, or death of, the handler or the dog as a result of participating during services being processed by the provider.

This contract shall be governed by the laws of the counties of Gulf and Bay in the state of Florida and any applicable Federal law.

In witness:

Client or agent (printed) Holly J White
Provider or agent (printed) Clyde B. Cole
Client or agent signature Holly J. White date _____
Provider or agent signature Clyde B. Cole date 12-5-2019

Greg Cole began his law enforcement and dog training career upon joining the United States Air Force in 1976. A graduate of the DOD Dog Training Center in 1977, he subsequently served as a security policeman and K9 handler at Loring Air Force Base, 42 Bomb Wing, Strategic Air Command. He handled 3 different patrol dogs and gained his first experiences with narcotics and explosive detection dogs. After working a year as the dog trainer at Thunder Bay Inc. in Clearwater, Florida, he and his family moved to Gulf County Florida in 1984. In 1985 he trained and handled the county's first police dog in the fields of patrol, tracking, area search, evidence recovery, building search, and narcotics detection, thus establishing the county's first K9 unit. He also served as a school resource officer, DARE officer, narcotics and criminal investigator, patrol supervisor, trainer and training coordinator, a founding officer of the department's Honor Guard and was a founding officer of the department's SWAT team serving as assistant team leader and firearms instructor. As the K9 trainer and supervisor he maintained charge of a six dog team unit and trained a total of sixteen K9 teams for the Department. His dog teams maintained state and national standards in fields spanning patrol, tracking, building and area search, article search/evidence recovery, vehicle search, narcotics and human remains detection. All of his K9 teams maintained certifications through organizations such as the United States Police Canine Association (USPCA), the North American Police Work Dog Association (NAPWDA), the National Narcotics Detector Dog Association (NNDDA) and the National Network of Canine Detection Services (NNCDS). Greg was also called upon to assist in the training of many other local and state agencies' K9 units and is a Florida Department of Law Enforcement (FDLE) K9 Subject Matter Expert (SME). He has also served as the police K9 operations trainer and adviser for the Gulf Coast State College Criminal Justice program. Greg retired from the Gulf County Sheriff's Office in 2013. Establishing J-Max K9 Training and Services, Greg continues services to the Gulf County Sheriff's Office as their K9 trainer and advisor. He is also K9 trainer and advisor for the Port St. Joe Police Department. He entered into the realm of search and rescue in 2005 training his two Labrador Retrievers as specialty human remains detection canines, working land and water. Serving the law enforcement and civilian communities, both dogs became known for their successes in the field. In 2009, Greg and his dog Maximus were recognized for their performance in the field by the United States Army, while serving the military in the search for their missing in Iraq. Greg is a member of the KLaasKIDS Foundation Search Center for missing and trafficked children, serving as a K9 handler and K9 instructor. Greg has received an award from the foundation in recognition of steadfast dedication and perseverance in his work to stop crimes against children. Greg continues to serve local, state, and national organizations as a K9 handler, instructor, and evaluator. He served as an instructor for the Western Carolina University (WCU) advanced cadaver dog program, and is an instructor with HRD Specialized K9 Training, established 2002. Greg is a Master Trainer and Evaluator, and serves as First Vice President, for the National Network of Canine Detection Services (NNCDS). He is also a Master Trainer with the K9 Sensus Foundation. Greg trained and is currently working his third labrador retriever, K9 Sloopy, a specialty human remains detection K9 team, performing forensic recovery on land and water. He maintains current certifications with Sloopy through the National Narcotic Detector Dog Association (NNDDA) and the National Network of Canine Detection services (NNCDS).

References:

Frank McKeithen

Retired, Bay and Gulf County Sheriff

850-819-5135

Brad Dennis

President and Search Director, Klaas Kids Foundation

850-525-4807

Jan Scofield

Master Trainer/ Evaluator, NAPWDA and NNDDA

321-544-0842

Paul S. Martin, M.A.

Forensic Anthropologist/ K9 handler, History Flight Inc.; Founder and Training Coordinator, HRD Specialized K9 Training, Est. 2002; Sgt. At Arms and past President, NNCDS

662-394-0890

Robin Grubel

President and CEO, Canine Sensus Foundation

515-231-5763

Jen Hirakawa

Lead trainer, Canine Sensus Foundation

515-664-5292

Matt Herring

Chief of Police, Port St. Joe police Department

850-229-8265

REGULAR ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

January 9, 2020

3. REQUESTED MOTION/ACTION:

Approve contract with A & W Flooring Inc. in the amount of \$395,284.00 for the Aquatic Center Pool Liner Repair Project, and approve budget amendment to fully fund the project.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

On December 20, 2019 Bids were accepted for the Aquatic Center Pool Liner Repair Project 2020. The sole, responsive bid came in from A & W Flooring Inc in the amount of \$395,284.00.

Staff had budgeted \$350,000.00 for the Pool Liner Repair project.

A Budget Amendment of \$45,500.00 is attached to fully fund the bid amount for this project.

Staff is recommending approval of this project as this is the same contractor that installed the Kiddie Pool Liner in last year's fiscal year and is using the same Myrtha Pool liner product.

The responsive bid proposal is attached. The largest expense is the labor due to the challenges of demolition and time line. This project is scheduled for 25 days and the usual time line for projects this size is 40 days. With approval, the dates of the project will be from February 29 - March 24, 2020.

It also needs to be noted that in preparation for the Aquatic Center being closed for 25 days in March, the City has had to turn away several visiting teams for training and our local PCST Swim Team has made many arrangements to practice at another location.

Staff recommends approval of the Project Contract and the Budget Amendment.

RESOLUTION 20-37

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH A & W FLOORING, INC., FOR THE PURCHASE, INSTALLATION, AND REPAIR OF THE AQUATIC CENTER POOL LINER IN THE AMOUNT OF \$395,284.00; AND APPROVING A BUDGET AMENDMENT TO FULLY FUND THE PROJECT.

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 accept and deliver on behalf of the City that certain Agreement between the City and A & W Flooring, Inc., relating to the purchase, installation, and repair of the Aquatic Center pool liner (the "Project"), in the basic amount of Three Hundred Ninety Five Thousand, Two Hundred Eighty Four Dollars (\$395,284.00), in substantially the form attached and presented to the Council as Exhibit A 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 (#10) is adopted for the fiscal year beginning October 1, 2019 and ending September 30, 2020, to fully fund the Project, in substantially the form attached as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

AGENDA ITEM # 6

Exhibit A

PANAMA CITY BEACH – AQUATIC CENTER
POOL LINER PROJECT
PROJECT NO. 2020

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 12th day of DECEMBER, 2019
by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called
"OWNER") and A & W FLOORING, INC., doing business as a
CORP. (an individual), or (a partnership), or (a corporation), having a business
address of 13351 SE 80th STREET (hereinafter called "CONTRACTOR"), for the
performance of the Work (as that terms is defined below) in connection with the
construction of Aquatic Center Pool Liner Project, to be located at 16200 Panama
City Beach Parkway Panama City Beach, Florida 32413,
in accordance with the Drawings and Specifications prepared by The City of Panama City
Beach Parks and Recreation Department.

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

AGREEMENT

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AGENDA ITEM # 6

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 Contract per the Bid Documents.

Dates are as follows:

The Project may begin and end as follows:

1-Sunday, March 1, 2020

2-To be completed on or before Saturday, March 21, 2020

3- If project is not completed on or before Saturday, March 21, 2020, there will be liquidated damages of \$500:00 per day thereafter ✖

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 \$ 395,284.00 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:

Section 00010 ADVERTISEMENT FOR BIDS

AGREEMENT

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

SPECIFICATIONS of Pool Liner Replacement prepared or issued by

A-W FLOORING, INC.

dated 12-12-19

**ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF
THE AGREEMENT.]**

No. 112719 dated 11-27, 2019

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

The Contract Documents also includes any written amendments to any of the
above signed by the party to be bound by such amendment. The Contract

AGREEMENT

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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: _____
Marlo Gisbert, City Manager
Fax No.: _____
(850)233-5108

If to Contractor:

A & W FLOORING, INC

13351 SE 80th STREET

MORRISTON, FL 32668
ATTENTION: _____
Molly Wege
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.

AGREEMENT

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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

AGREEMENT

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AGENDA ITEM # 6

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

Jeffrey Wege

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

AGREEMENT

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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 NAMING THE CITY OF PANAMA CITY BEACH AS ADDITIONAL INSURED.**

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,

AGREEMENT

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AGENDA ITEM # 6

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:

| | |
|-------------|-------------------------|
| \$1,000,000 | Limit Each Accident |
| \$1,000,000 | Limit Disease Aggregate |

AGREEMENT

00050-8

14078453.2

AGENDA ITEM # 6

| | |
|-------------|-----------------------------|
| \$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 three (3) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall

AGREEMENT

00050-9

be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$5,000,000, each occurrence and aggregate as required by OWNER.

AGREEMENT

00050-10

14078453.2

AGENDA ITEM # 6

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.
[Either list any required insurance (e.g. Professional Liability Insurance) or
indicate that none is required at this time]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: _____
(Please type)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ATTEST: _____


BY: A-W FLOORING INC.
Jeffrey Wege - Pres.
NAME: Molly Wege - Secy/Treas
(Please Type)

NAME Molly Wege
(Please Type)

ADDRESS: 13351 SE 80th St
Morrison, FL 32668

[END OF SECTION 00050]

AGREEMENT

00050-11

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

No. BA # 10

| FUND | AQUATIC CENTER | ACCOUNT DESCRIPTION | APPROVED BUDGET | BUDGET ADJUSTMENT | NEW BUDGET BALANCE |
|------|--------------------|-------------------------------------|-----------------|-------------------|--------------------|
| TO | 403-0000-572.63-10 | Improvements | 350,000.00 | 45,500.00 | 395,500.00 |
| TO | 403-0000-389.90-10 | Cash Carryforward Unrestricted | (253,208.00) | (79,630.00) | (332,838.00) |
| TO | 403-0000-999.96-00 | Reserves Available for Expenditures | 146,528.00 | 34,130.00 | 180,658.00 |
| | | | | | |
| | | | | | |
| | | Check Adjustment Totals: | 243,320.00 | 0.00 | 243,320.00 |

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate additional funds for the pool liner replacement project in the amount of \$45,500 and to increase reserves available for expenditure in the amount of \$34,130; to increase cash carryforward \$79,630 from estimated to actual amount at 10/01/19 (FY 2019 revenues greater than estimated by \$24,828 and expenditures less than estimated by \$54,802)

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

Exhibit B

AGENDA ITEM # 6

REGULAR ITEM

7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/LEGAL

2. MEETING DATE:
JANUARY 9, 2020

3. REQUESTED MOTION/ACTION:
Direction and Authorization to Execute and Use Uniform Annual Work Orders Concerning FBR ROW Assessment and Stormwater Assessment Programs.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
Consistent with existing professional services agreements with special assessment council, Dr. Owen Beitsch, Dr. Frederick Bloetscher, and/or Ennead, LLC this item further standardizes necessary and repetitious expert annual work effort, allows for work to be done in concert with statutory annual calendaring requirements, using experienced management and oversight by special counsel and the City Attorney. Additionally, this approach efficiently provides for more focused administrative consistency, better timing each year, and more certainty in budgeting earlier each year in a consistent manner with regard to all of the City's non-ad valorem programs.

Goal Achieved: This item further executes prior Council direction as the FBR ROW Assessment will be addressed in late January as a part of transitioning to the uniform collection method later in 2020, for FY20-21; and, the Stormwater Assessment will be examined later this Spring to determine if there is a means to simplify the approach and use less staff time in administration. Approval of these work orders provides timely administrative direction and authorization to secure and standardize this assistance.

These work orders are to be substantially similar in scope to the annual or evergreen work order already approved and being used for Fire Service Assessments. The annual budgets/costs authorized are slightly more due the use of data which is not necessarily certified each year as is the data available for use in extending Fire Service Assessments. Approval of this item serves to uniformly update and/or standardize the annual (year round) approach to maintenance, update, implementation and extension for collection of all three of the City's essential service assessment programs. These costs can be derived or reimbursed from each respective assessment program's proceeds each year.

RESOLUTION 20-45

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING WORK ORDERS WITH MARK LAWSON, GAI CONSULTANTS, INC. AND ENNEAD, LLC RELATING TO THE ANNUAL PREPARATION AND IMPLEMENTATION OF THE CITY'S RIGHT OF WAY AND STORMWATER SPECIAL ASSESSMENT PROGRAMS.

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 certain Work Order 2020-1 to the Professional Services Agreement dated September 1, 2017, between the City and Mark G. Lawson, P.A., in collaboration with GAI Consultants, Inc. and Ennead, LLC, related to the preparation and implementation of the City's Front Beach Road Community Redevelopment non ad-valorem Assessment Program, in the basic annual amount of Thirty Thousand Dollars of Ninety Thousand Dollars (\$30,000), 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.
2. The appropriate officers of the City are authorized to negotiate, execute and deliver on behalf of the City a Work Order between the City and Mark G. Lawson, P.A, in collaboration with GAI Consultants, Inc. and Ennead, LLC, related to a methodology evaluation, preparation and implementation of the City's Stormwater non ad-valorem Assessment Program, in a form comparable to that approved above for the Right of Way Assessment Work Order, an amount not to exceed Thirty Thousand Dollars (\$30,000) per annum, in order to uniformly update and standardize the City's approach to the maintenance, amendment, implementation and collection for all of the City's essential service assessment programs.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-45

AGENDA ITEM # 7

WORK ORDER
No. 2020-1

TO: Mark G. Lawson, P.A.
Attention: Mark G. Lawson and James C. Dinkins

FROM: Holly White, Finance Director and Acting City Manager
City of Panama City Beach, Florida

1. **SCOPE OF SERVICES.** In accordance with the Professional Services Agreement between the City and your firm, and direction of the City Council, Mark G. Lawson, P.A. ("MGLPA") has been and is annually directed and authorized to undertake the following activities:

Task 1. Cause to be acquired and analyze relevant data and documentation including master parcel list, millage coding documentation, redevelopment budget information provided, interlocal agreements, redevelopment and assessment related statutes, ordinances and resolutions provided to determine those expenses which may be lawfully recovered through a fixed or variable cost recovery special assessment on a per tax parcel basis, as described in the initial annual assessment Resolution No. 19-133, as amended, and the associated Complaint in Validation in the Circuit Court for Bay County, Florida.

Task 2. Develop a preliminary non-ad valorem assessment roll including all tax parcels proposed for assessment, including any amounts equivalent to unpaid assessments. If necessary, additionally employ tracking or management software or programming (as a separate expense or cost) where certified data is not otherwise readily available.

Task 3. Consider and analyze case law and general law requirements and deadlines; and collaborate with approved consultants, City staff and officials to develop a detailed critical events schedule including key dates for necessary actions and deliverables.

Task 4. Prepare and present to the City Council, City Manager, City Attorney and CRA Director an updated executive summary report or memorandum, if necessary, or otherwise share memoranda annually, as needed, summarizing the budget analysis, addressing the apportionment methodology and providing an array of funding (amount) alternatives or recommendations as directed by the City Manager and CRA Director.

Task 5. Prepare any updated ordinance, implementing resolution(s) or other documents authorizing and annually re-imposing the community redevelopment special assessments.

Task 6. If requested, appear before the City Council to present any required implementing documents or resolutions.

Task 7. Update the non-ad valorem assessment roll according to direction of the City Council.

Task 8. Facilitate required notices with City staff; and at the City's request, additionally make available an interactive means of roll presentation via the internet from a link shown on the City's website (as a separate expense or cost) so all interested persons may view all the assessments.

Task 9. Prepare an annual assessment resolution levying assessments, approving the assessment roll and directing the use of the uniform method beginning with any updates in the 2020-21 fiscal year, and each year thereafter.

Task 10. If requested, appear and assist the City Council with any public hearing to present the assessment resolution; and, adoption thereof.

Task 11. Facilitate timely compliance with statutory prerequisites and reasonable local requirements necessary for collection of the assessments on the annual property tax bill.

2. **ACKNOWLEDGMENT OF USE OF NECESSARY CONSULTANTS.** The City directs, authorizes and confirms collaboration with Dr. Owen Beitsch an economist practicing with GAI Consultants, Inc. ("GAI"), and Ennead, LLC ("Ennead") for the purpose of working with the City and MGLPA to develop and implement the subject funding program from year to year. In such capacity, GAI and Ennead shall not be deemed clients or subcontractors of MGLPA, but also in privity with the City.

3. **COMPENSATION; TERM.** Fees are authorized based upon hourly rates described in the Professional Services Agreement. In addition to such rates, the professionals shall be entitled to reimbursement for actual costs incurred, but not exceeding that provided by Chapter 112, Florida Statutes. These rates will not change except upon notice and acceptance by the City.

The City, Firm, GAI and Ennead recognize the financial circumstances facing Florida communities and local governments in the community redevelopment arena, desire to be more efficient, and determine the continuing success and familiarity of the assessment approach merits an annual fixed charge. Accordingly, the City and the firms have agreed to undertake the work effort contemplated hereunder based upon an annual negotiated fee as follows:

(a) The firms will undertake all of the foregoing tasks annually for a single initial lump sum professional services fee of \$25,000 to be paid in two (2) equal installments – one within fifteen (15) days of delivery of the executive summary report or memorandum described in Task 4; and the second within fifteen (15) days of the delivery of a certifiable roll to the City for delivery by the City to the tax collector.

(b) The City shall additionally pay all reasonable costs incurred by the firms on a monthly basis (upon provision of appropriate reimbursement back-up and detail for audit purposes);

(c) In the event the assessment roll for any year substantially exceeds 20,000 tax parcels, the City will pay \$0.92 for each tax parcel certified for collection over the first 20,000 tax parcels to compensate as a large-roll surcharge for larger and more significant roll work;

(d) The firms shall submit itemized hourly statements for all work associated with any additional services beyond this Scope of Services on a monthly basis, only if and when the firms are directed to proceed in writing; and

(e) This authorization and Work Order shall continue from year to year with Task 1 work beginning in March each year, unless either party notifies the other in writing otherwise on or before March 1.

All invoices will provide appropriate reimbursement backup and detail required by the City for audit purposes. The fees associated with this Work Order reflect a fixed or negotiated and circumstantial discount warranted by the expected judicial validation of the City's assessment program to fund, among other things, the issue of capital debt, the City's direction and continued intent to hereafter collect same using the tax bill collection method authorized by section 197.3632, Florida Statutes.

The foregoing negotiated fee structure does not cover amounts for the time and cost of authorized or requested travel, published notices, printing or mailing, fees or charges of the property appraiser or tax collector, or similar expenses associated with assessment implementation, roll presentation via the internet, litigation or threats of litigation, transcription fees or filing fees all of which will be the responsibility of the City, or any additional work not described above or for other engagements.

4. WORK ORDER BUDGET. The annual budget appropriation for this Work Order shall be the amount of \$30,000 for professional services and demonstrated and authorized expenses plus any large-roll surcharge described in Section 3.(c). The City acknowledges that additional costs and fees for any additional services authorized in writing by the City may require an additional budget appropriation.

Authorized and confirmed by:

Accepted and confirmed by:

Holly White, Contract Administrator

Mark G. Lawson, P.A.

Date:

Date:

cc: GAI
Ernead
City Attorney

REGULAR ITEM

8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration - Holly White, Interim City Manager

2. MEETING DATE:

January 9, 2020

3. REQUESTED MOTION/ACTION:

Approve entering into a change order for the additional amount of \$29,546 to the City's Fire Station construction contract with Reliant South Construction Group.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

On January 24, 2019, the City Council authorized staff to enter into a contract with Reliant South Construction Group in the amount of \$5,001,752 to construct the new Fire Station at 160 North Nautilus Street. When preparing the bid specifications in late 2018, the City's design consultant, DAG Architects, attempted to get an estimate from Gulf Power concerning costs to extend electric service to the new building. They were unable to get an estimate in a timely manner, most likely due to Gulf Power's then ongoing efforts to restore services to areas hard hit by Hurricane Michael. An allowance amount of \$30,000 was inserted into the Bid documents as a placeholder so all bidders would be on equal ground when preparing their bids for the project. A copy of Reliant South's Bid Form is attached, with the allowance amount highlighted.

Months after the project was awarded, Gulf Power provided a quote in the amount of \$59,546 for extending its service. A copy of the invoice is also attached for your reference. The actual charge results in a \$29,546 additional cost to the contract and Reliant South has requested a change order to recover the cost. Staff and DAG Architects have considered the request and recommend that the City Council approve the City Manager entering into a change order increasing the contract amount by \$29,546 for a new total of \$5,031,298.

The Fire Department has sufficient funds to accommodate the change order, but a budget amendment will be required to expend the funds in this fiscal year. A proposed FY2020 Fire Department budget amendment form is also attached for review and approval.

00 41 00 – BID FORM

DATE: 1/15/19

BIDDER: ReliantSouth Construction Group, Inc.
230 W. 5th Street
Panama City, Florida 32401

(Each bidder will fill in bidder's name and address in space above.)

TO: **THE CITY MANAGER, CITY OF PANAMA CITY BEACH, 110 SOUTH ARNOLD ROAD, PANAMA CITY BEACH, FLORIDA 32413.**

1. Pursuant to and in compliance with your invitation to bid and the contract documents relating to construction of **CITY OF PANAMA CITY BEACH NEW FIRE STATION.**

INCLUDING ADDENDA NO. # 1 1/8/19, #2 1/11/19, #3 1/14/19

The undersigned bidder, having become thoroughly familiar with the terms and conditions of the contract documents and with local conditions affecting performance and costs of the work at the place where the work is to be done, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the contract documents, for the following sum of money:

A. (BASE BID) FOR ALL WORK AS SHOWN REQUIRED FOR ACCESS DRIVEWAY FROM NAUTILUS STREET TO THE BUILDING SITE. SEE CIVIL FOR DELINEATION:

Three Hundred Seventy-Nine Thousand
One Hundred Nine Dollars DOLLARS \$ 379,109⁰⁰
and zero cents

B. (BASE BID) FOR ALL WORK AS SHOWN REQUIRED FOR BUILDING AND BUILDING SITE:

INCLUDE ALLOWANCES AS FOLLOWS:

- 1. Power Service Allowance: For Gulf Power Installation of underground power feed from Nautilus Street to Pad Mounted Transformer on site. - Include \$30,000
- 2. FF&E Allowance: For Furniture, Fixtures and Equipment - Include \$50,000
- 3. FOR ALL OTHER WORK AS SHOWN REQUIRED TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS THAT IS NOT IN ALLOWANCES LISTED ABOVE AND NOT INCLUDED IN 1.A. ABOVE. THE SUM OF ITEMS B.1, B.2 & B.3:

Four Million, Three Hundred Ninety-one Thousand
Seven Hundred Seventy-three Dollars DOLLARS \$ 4,391,773⁰⁰
Dollar and zero cents



- 2. ALTERNATES: None at this time.
- 3. Additional Breakout Costs for special components:

A: Electrical

Base Bid: Generator system (to include wiring, pad, and all accessories) will be future furnished by others. In lieu of installing a ATS, install a 800 amp/3 pole, 22k AIC, service rated enclosed main breaker. Rough-in generator,

Richard M. Dodd, President

John Meyer, Vice President- Secretary & Dalton Parker, Vice President

- 11. The undersigned bidder is licensed in accordance with the requirements of the State of Florida. Contractor will also include a copy of sub-contractor's license upon award of bid.

Richard M. Dodd or John W. Meyer

CGC052038 / CGC1508002

(Name of Holder)

(Certificate No.)

FIRM: ReliantSouth Construction Group, Inc.

BY: 
(SIGNATURE)

John Meyer
(PRINTED NAME)

TITLE: Vice President

ADDRESS: 230 W. 5th Street

Panama City, Florida 32401

CITY, STATE ZIP

PHONE #: 850-215-5540

Attachments:

- 00 41 01 – TRENCH SAFETY ADDENDUM
- 00 41 02 – DRUG-FREE WORKPLACE CERTIFICATION
- 00 41 03 – PUBLIC ENTITY CRIMES STATEMENT
- 00 41 04 – CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION
- 00 43 00 – LIST OF SUBCONTRACTORS
- 00 43 13 – BID BOND

END OF SECTION 00 41 00



(850) 215-5540 Fax: (850) 215-5570

ReliantSouth.com

CITY OF PCB

JAN 15 2018

JANA

1:37

Sealed Bid Documents

To: City Manager
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

From: ReliantSouth Construction Group, Inc.
230 W. 5th Street
Panama City, Florida 32401
Corporation – CGC 1508082 & CGC 052036
(850) 215-5540

Date: January 15, 2019 Time: 2:00 PM CST

Re: City Panama City Beach New Fire Station

*Bid
Item*

*1B - Building AND Building Site
Add ~~to~~ \$80,000.00*

Stc • Solutions • Value • Trust •

230 W. 5th Street • Panama City, FL 32401
495 Grand Blvd. • Miramar Beach, FL 32550
CCG 052036 & CGC 1508082

AGENDA ITEM # 8



Account Number
01397-43114

Please Pay By Apr 4, 2019
Total Due \$59,548.00

Contact Us 24 hours a day, 7 days a week
gulfpower.com

GULF POWER COMPANY
ATTN: ENGINEERING DEPT
12425 MIDDLE BEACH ROAD
PANAMA CITY, FL 32407

Account Number
01397-43114
Customer Service
850-989-3111

Web Access Code
896504
Power Outage Reporting
1-800-487-8937

INVOICE

Account Number 01397-43114
Work Order 18A411

Billing Date: Mar 5, 2019

RELIANT SOUTH CONSTRUCTION
160 NAUTILUS ST
PCB, FL 32413

| Business Description | Amount |
|---|--------------------|
| UNDERGROUND DISTRIBUTION FAC: Contact: HARDISON, SCOTT R. 850-444-8468 Office, SHARDISO@SOUTHERNCO.COM | \$59,548.00 |
| TOTAL INVOICE AMOUNT | \$59,548.00 |

Convenient Payment Options

By Mail: GULF POWER COMPANY
PO BOX 830660
BIRMINGHAM, AL 35283-0660

Gulf Power Company web site address
gulfpower.com/mypayment

Online: Visit the company web site and login to your account using the following
Account Number 01397-43114 and Web Access Code 896504

Please keep this portion for your records
Please return this portion with your payment



Please Pay By Apr 4, 2019
Total Due \$59,546.00

Account Number 01397-43114

RELIANT SOUTH CONSTRUCTION
160 NAUTILUS ST
PCB, FL 32413

Mail To:
GULF POWER COMPANY
PO BOX 830660
BIRMINGHAM, AL 35283-0660

RESOLUTION 20-46

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A CHANGE ORDER TO THE CITY'S AGREEMENT WITH RELIANT SOUTH CONSTRUCTION GROUP, INC., FOR THE CONSTRUCTION OF THE NEW FIRE STATION IN THE TOTAL AMOUNT OF \$29,546 FOR THE INCREASED COST TO EXTEND ELECTRICAL SERVICE TO THE NEW STATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized to approve that certain Change Order #1 to the City's Agreement with Reliant South Construction Group, Inc., related to the construction of the New Panama City Beach Fire Station, to cover additional costs associated with extension of electrical service to the new station, in the total amount of Twenty Nine Thousand, Five Hundred Forty Six Dollars (\$29,546), as set forth in the Change Order attached hereto as Exhibit A and presented to the Council today.

2. The following budget amendment (#11) is adopted for the fiscal year beginning October 1, 2019, and ending September 30, 2020, to allocate restricted reserves to the construction in progress, in substantially the form attached as Exhibit B.

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 January 2020.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

AIA[®] Document G701[™] – 2017

Change Order

| | | |
|--|---|--|
| PROJECT: <i>(Name and address)</i> Panama City Beach Fire Station | CONTRACT INFORMATION: Contract For: General Construction Date: 5/8/19 | CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 01/3/20 |
| OWNER: <i>(Name and address)</i> The City of Panama City Beach 110 South Arnold Road Panama City Beach, Florida 32413 | ARCHITECT: <i>(Name and address)</i> DAG Architects, Inc. 455 Harrison Avenue, Suite B Panama City, Florida 32401 | CONTRACTOR: <i>(Name and address)</i> ReliantSouth Construction Group, Inc. 230 W. 5th Street Panama City, Florida 32401 |

THE CONTRACT IS CHANGED AS FOLLOWS:

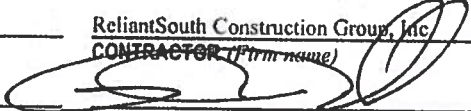
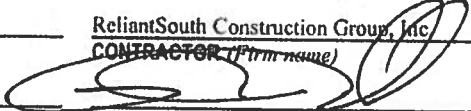
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Included in the contract is a \$30,000 allowance for Power Services to the proposed fire station. As shown by the attached, the actual cost from Gulf Power is \$59,546. Hence this Change Order increases the contract to the actual amount. Change Order \$29,546

| | |
|--|-----------------|
| The original Contract Sum was | \$ 5,001,752.00 |
| The net change by previously authorized Change Orders | \$ 0.00 |
| The Contract Sum prior to this Change Order was | \$ 5,001,752.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 29,546.00 |
| The new Contract Sum including this Change Order will be | \$ 5,031,298.00 |
| The Contract Time will be unchanged by Zero (0) days. | |
| The new date of Substantial Completion will be | |

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|--|--|--|
| <u>DAG Architects, Inc.</u> ARCHITECT <i>(Firm name)</i> | <u>ReliantSouth Construction Group, Inc.</u> CONTRACTOR <i>(Firm name)</i> | <u>The City of Panama City Beach</u> OWNER <i>(Firm name)</i> |
|  |  | |
| SIGNATURE | SIGNATURE | SIGNATURE |
| <u>Richard Dodd, President</u> PRINTED NAME AND TITLE | <u>Holly White, Interim City Manager</u> PRINTED NAME AND TITLE | |
| <u>1/3/20</u> DATE | <u>1/3/20</u> DATE | <u>1/3/20</u> DATE |

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

No. BA # 11

| FUND | GENERAL | ACCOUNT DESCRIPTION | APPROVED BUDGET | BUDGET ADJUSTMENT | NEW BUDGET BALANCE |
|------|--------------------|--------------------------|-----------------|-------------------|--------------------|
| TO | 001-2201-522.65-90 | Construction-in-Progress | 3,500,000.00 | 30,000.00 | 3,530,000.00 |
| FROM | 001-8100-999.95-00 | Reserves Restricted | 2,698,968.00 | (30,000.00) | 2,668,968.00 |
| | | | | | |
| | | Check Adjustment Totals: | 6,198,968.00 | 0.00 | 6,198,968.00 |

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate additional funds for the change order to the fire station on Nautilus for Gulf Power undergrounding costs in excess of the amount estimated at bid and to approve expenditure of additional cost from fire impact fees

ROUTING FOR APPROVAL

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

Exhibit B

REGULAR ITEM

9



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Public Works (CRA) David O. Campbell

2. MEETING DATE:
1/09/2020

3. REQUESTED MOTION/ACTION:
Approve Agreement with CPH to provide Professional Engineering Design Revisions, Survey, Permitting and Post Design Services for CRA Project Powell Adams Road Phase II (referred to in the CPH Agreement as Powell Adams Roadway - Segment 2 Plan Revisions)

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

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

As part of the Powell Adams Walmart design and construction activities, Walmart agreed to design the entire length of Powell Adams Road in accordance with the CRA standards and construct the north half of the roadway (Powell Adams Road Segment 1). The City agreed to reimburse Walmart for the design and construction. CPH, Inc. is the Engineer of Record for the design of Powell Adams Road, both Segment 1 and Segment 2.

The City approved the FY 20 budget to include the design revisions, as necessary, and construction of the remaining Segment of Powell Adams Road. This construction will be in conjunction with the Hyatt Hotel being constructed at the corner of Powell Adams Road and Front Beach Road and the design of Segment 4.1 of Front Beach Road. Staff requests approval of the attached Agreement with CPH, Inc. to provide Professional Engineering Plans Modification, Survey, Permitting, Utility Coordination and Post Design Services for CRA Project Powell Adams Road Segment 2.

The lump sum amount for the work proposed is \$22,375, and has been budgeted.

Staff recommends approving this Agreement that will allow the City to move one step closer to achieving the goals set forth in the Front Beach Road Community Redevelopment Plan adopted by City Council in August 2001.

RESOLUTION 20-47

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CPH, INC. RELATED TO DESIGN REVISIONS FOR POWELL ADAMS ROADWAY SEGMENT 2, IN THE AMOUNT OF \$22,375.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Professional Services Agreement between the City and CPH, Inc., relating to professional engineering services for design modifications to Powell Adams Roadway Segment 2, in the basic amount of Twenty Two Thousand, Three Hundred Seventy Five Dollars (\$22,375), in substantially the form attached and presented to the Council today, draft dated December 10, 2019, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, INC.
AND
CITY OF PANAMA CITY BEACH
FOR
Powell Adams Roadway – Segment 2 Plan Revisions**



**IN
Panama City Beach, FL**

12/10/19

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensations. Part II (attached) contains CPH's Standard Hourly Rate Table and Standard Contract Provisions, which are the general terms of the engagement between City of Panama City Beach, herein after called the "CLIENT", and CPH, Inc., herein after called "CPH".

PART I

PROJECT DESCRIPTION

CLIENT proposed to have designed and constructed, modifications to the previously designed and permitted Powell Adams Roadway – Segment 2 Plans. CPH, per client's request, will modify the previously designed and permitted plans to include a new access driveway and revisions to a proposed driveway as well as an existing driveway.

SCOPE OF SERVICES

A. TRAFFIC ENGINEERING

1.0 Plans Modification

CPH will prepare revised Segment 2 Plans to incorporate a change in the driveway access points on the east side of Powell Adams Road and one revised access driveway on the west side of Powell Adams Road. This proposal includes revision of up to three (3) driveways. No other plan modifications or calculations will be completed as part of this proposal. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

2.0 Permitting

Based on the completed plans, CPH will permit through City of Panama City Beach and FDOT. These services include one (1) initial submittal and one (1) response to agency comments. In addition, this scope of services covers one (1) presubmittal meeting with the City and FDOT and one (1) meeting to discuss comments. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

3.0 Utility Coordination

CPH proposes to coordinate the approved design with the utility providers in the area. As part of these services, one phone call and two utility coordination meetings are included

AGENDA ITEM # 9

within the work scope. It is assumed that the Utility Coordination meetings will occur at the City offices and that all utilities will be invited to attend the same meeting.

4.0 Post Design Services

CPH proposes to complete the following services:

- Following the completion of the design, CPH will provide the following Bid Assistance to the City of Panama City Beach.
 - Review of proposed bid package.
 - Providing Plans to include in the bid package.
 - Providing Narrative of proposed improvements for Bid Package.
 - Attendance at one (1) pre-bid meeting.
 - Review of Project Bids.
- Review and respond to Requests for Information (RFI's) to include providing clarification and interpretation of the plans. A total of five (5) RFI's are included in this scope of services.
- Attending a pre-construction meeting with the awarded contractor.
- Review of shop drawing submittals. A total of four (4) shop drawing submittals are included in this scope of services.
- Performing onsite inspections in order to review and certify that the work has been completed in general conformance with the plans. Four (4) site visits are included in this scope of services.
- Provide a statement of certification upon project completion.
- A fee for additional site inspections is included below.

B. SURVEY UPDATE

1.0 Topographic Survey: Perform a Topographic Survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida of the area depicted in red on the attached "Survey Site Exhibit".

- Collect topographic data within the area depicted in red on the attached "Survey Site Exhibit".
- Location of existing visible above ground improvements & visible utilities within scope.
- Horizontal and vertical locations at 25' grid along existing roadway within the area depicted in red on the attached "Survey Site Exhibit".
- Project will be based vertically on NAVD88 and horizontally on NAD83 datum.
- CADD file only, a signed and sealed survey will not be provided as part of this scope.

CLIENT-FURNISHED INFORMATION

AGENDA ITEM # 9

It is understood that CPH will perform services under the sole direction of the CLIENT. In the performance of these services, CPH will coordinate its efforts with those of other project team members as required. The CLIENT shall provide CPH with project-related technical data including, but not limited to, the following:

- Project size, location, identification number, and building program.
- Location of proposed Driveways.
- Master plan or development plans for the overall project. Preferably in AutoCAD 14 or more recent version, or DXF format.
- CPH will utilize previous survey information from the original design of Segment 2, Client shall provide tie in grades for driveway modifications. If City requires updated survey, then an amendment to this contract will be needed.
- Any other pertinent information concerning this project to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the CLIENT and is exclusive of CLIENT and local review of interim products. If the CLIENT requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the break down of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

| Phase No. | Phase Description | Billing Method | Fee |
|------------------|----------------------------|-----------------------|------------|
| A. | TRAFFIC ENGINEERING | | |
| 1.0 | Plans Modification | Lump Sum | \$5,750 |
| 2.0 | Permitting | Lump Sum | \$6,000 |
| 3.0 | Utility Coordination | Lump Sum | \$2,000 |
| 4.0 | Post Design Services | NTE | \$6,750 |
| | (Additional Site Visit) | Lump Sum | \$450 |
| B. | SURVEY UPDATE | | |
| 1.0 | Topographic Survey | Lump Sum | \$1,875 |

Reimbursable Expenses

AGENDA ITEM # 9

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase.

SERVICES NOT INCLUDED

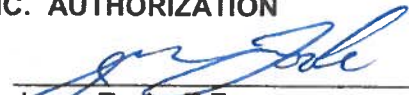
The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Construction staking.
- Construction Administration, Review, or Certification
- Off-site storm water analysis and design.
- Expediting the review process of the permits identified herein.
- Any permits not identified herein.
- Preparation of a Bid Package, Specification, etc.
- Change Order preparation.
- Pay request review
- Storm water modeling and/or analysis of the existing storm water pond system for retrofitting of the existing site
- Services resulting from changes made by CLIENT following the completion of specific project tasks that require re-work by CPH
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

CPH, INC. AUTHORIZATION

By:



Jason Toole, P.E.

Senior Vice President

Date:

12-11-19

CLIENT AUTHORIZATION

City of Panama City Beach agrees with Part I which includes the Scope of Services and Compensation Schedule. Part II contains CPH's Standard Contract Provisions referenced as Exhibit A and CPH's Standard Hourly Rate Schedule referenced as Exhibit B (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between CPH, Inc. and City of Panama City Beach.

Total Labor Fees for services proposed herein: \$22,375 plus reimbursable expenses.

AGENDA ITEM # 9

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT.

Payment for services rendered will be due within forty-five (45) days of invoicing. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become over forty-five (45) days past due. In event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be responsible for CLIENT'S failure to meet project deadlines imposed by governments, lenders, or other third parties. Neither is CPH responsible for other adverse consequences as a result of termination or suspension of work for nonpayment of the invoices.

This proposal is void if not executed and returned to CPH within 30 days of CPH's execution of the proposal.

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined above.

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

By: _____
Signature

Printed Name

Title: _____

Date: _____

AGENDA ITEM # 9

EXHIBIT A
Standard Provisions to Agreement

Agreement between City of Panama City Beach (hereinafter referred to as "OWNER/CLIENT") and CPH, Inc. (hereinafter referred to as "CPH") for professional services which may include engineering, surveying, architecture, landscape architecture, environmental, forestry, planning, transportation/traffic, etc. dated 11/22/19.

Standard of Care

CPH will endeavor to provide services in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances practicing in the same or similar locality. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services.

Compensation, Out of Pocket and Subcontract Expenses

"Compensation" as used in the Agreement includes those costs which are connected with the conditions of employment and pay of the employees and include salaries of those employees directly engaged in the performance of the requested services and employer contributions for social security, workers compensation, unemployment and payroll taxes, medical and insurance benefits, retirement benefits, holiday and sick leave pay and other allowed benefits. "Out of Pocket Expenses" as used in the Agreement include such items as travel and subsistence, printing and reproduction, telephone/communications charges, freight, postage, computer and similar costs. "Subcontract Expenses" as used in this Agreement include subcontracts for special consultants such as licensed land surveyors, soils borings and geotechnical and geohydrological services, laboratory services, environmental scientist services and other professional scientific or technical service organizations.

Invoice payments are due upon receipt of the invoice and must be kept current for services to continue. Payment should be mailed to CPH, Inc. at 500 West Fulton Street, Sanford, FL 32771. If the OWNER/CLIENT fails to pay any invoice due within 45 days of the date of the invoice, CPH may, without waiving any other claim or right against OWNER/CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants and subconsultants. OWNER/CLIENT shall pay CPH interest at 12% per annum on all invoices that remain unpaid for more than 45 days.

Additional Services

"Additional Services" of CPH are services which are not considered normal or customary basic services, except to the extent provided in the basic Agreement, and may include such items as preparation of grant or funding applications and supporting documents; additional services or costs resulting from significant changes in the scope or extent of the project or its design or project delays; providing renderings or models for the OWNER/CLIENT's use; preparing documents for alternate bids; furnishing the services of special consultants; resident project representation or resident inspection; services resulting from the award of additional separate contracts; special field surveys; reproducible Record Drawings or original Drawings; providing "as-built" drawings; additional services during construction; serving as a consultant or witness for the OWNER/CLIENT during any litigation, public hearing, etc.; and services normally furnished by the OWNER/CLIENT; or other services not otherwise specifically provided for in the Agreement. Additional services are not included in the basic payment provisions of the Agreement except to the extent specifically provided herein.

Opinions of Cost

Since CPH has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(s)' methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost and construction cost are made on the basis of our experience and qualifications and represent our best judgment as an experienced and qualified professional, familiar with the construction industry;

but CPH cannot and does not guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable cost prepared by us.

Use of Documents

All documents including Drawings and Specifications prepared by CPH pursuant to this Agreement belong to CPH and are instruments of our service in respect to the project. They are not intended or represented to be suitable for reuse by the OWNER/CLIENT on another project or any extension of this project, or for use by others on this project, any extension, or any other project. Rights to use of the documents by Owner/Client shall terminate in the event that Owner/Client fails to pay invoices as outlined herein.

Underground Utilities and Structures

The locations of all existing utilities shown on the drawings prepared by CPH will be based on surveys of at-grade or above grade physical culture (such as valve boxes, hydrants, utility poles, permanent markers) and surveying to pick up temporary utility locate markings provided by the utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others including mark-ups of locations provided by the utility). The below grade vertical and horizontal locations of utilities will not be required to be surveyed by CPH, and consequently, CPH assumes no responsibility for the location of below grade utilities. The OWNER/CLIENT agrees to release CPH from any liability to OWNER/CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been known based on the above.

Termination

The obligation to provide further services under this Agreement, may be terminated by either party upon fifteen (15) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CPH shall be compensated by the OWNER/CLIENT for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.

Construction Administration

Where construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections, but shall make periodic observations as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the CONTRACTOR or the safety precautions and programs incident to the work of the CONTRACTOR. CPH will periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the work to keep the Owner advised of the work. CPH will observe the work of the CONTRACTOR to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the CONTRACTOR to perform the construction work in accordance with the Documents. CPH shall provide the OWNER/CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of the periodic visits above-mentioned. During such visits and on the basis of its on-site observations, CPH may recommend to the OWNER that the CONTRACTOR's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the CONTRACTOR's work.

Professional Services Provided by Others

Surveying, soils, planning, architecture, landscape architecture, legal, accounting, construction inspection and other services may be provided by the OWNER/CLIENT or others on this project and the results furnished to CPH. It is agreed that CPH may rely upon the results of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.

CPH's Approval for Payment

Approval of a CONTRACTOR's application for payment is an expression of opinion by CPH and shall at no time be considered as legal obligation on the part of CPH. Neither shall same be considered as an acceptance of any work or materials furnished. CPH's approval for payment is an expression of opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made). By approving an application for payment, CPH will not be deemed to have represented that we have made any examination of how or for what purpose any CONTRACTOR has used the money paid on any of the CONTRACTOR's work or that title to any of the CONTRACTOR's work, materials or equipment has passed to the OWNER/CLIENT, free and clear of any liens, claims, security interests or encumbrances.

Checking of Shop Drawings

Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the CONTRACTOR's responsibility and not that of the CPH, for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.

Pre-existing Contaminants

CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with OWNER/CLIENT's contaminated substances can expose CPH to severe risks, OWNER/CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with OWNER/CLIENT's contaminated substances. OWNER/CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.

Site Safety Responsibilities

CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. OWNER/CLIENT warrants that: 1) these responsibilities will be made clear in OWNER/CLIENT's agreement with the Contractor, 2) OWNER/CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend, and hold OWNER/CLIENT and CPH harmless up to a limit of \$1,000,000 from any fine, penalty, claim, or liability for injury or loss arising from OWNER/CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) OWNER/CLIENT's agreement with the Contractor shall require the Contractor to make OWNER/CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for OWNER/CLIENT and CPH, and shall hold OWNER/CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier up to a limit of \$1,000,000. Given the foregoing, OWNER/CLIENT also shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless up to a limit of \$1,000,000 from any claim or liability for injury or loss arising from CPH's alleged failure to exercise site safety responsibility. OWNER/CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

Governing Law, Venue, Jurisdiction

This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising from this agreement shall be filed and/or defended in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue.

Attorney Fees and Costs

In connection with any dispute arising out of this Contract, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.

Waiver of Consequential Damages

OWNER/CLIENT and CPH mutually agree to waive all claims for consequential damages against each other and each other's respective officers, directors, and employees from any and all claims arising out of the project, including, but not limited to, loss of use, lost profits, and delay damages, against each other, arising from disputes, claims, or other matters relating to this Agreement.

Delay In Performance

Neither the OWNER/CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either the OWNER/CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.

Project Development, Approvals and Scheduling

CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the development of the site for use as proposed by the Owner/Developer. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval of the site for development as proposed.

The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will approve, in whole or in part, the requested use of the project or that the decision making process will be timely for the project's use, or that the Authorities will grant variances applicable to the project. Therefore, the OWNER/CLIENT bears the risk of non-approval of the proposed use and the timing thereof. The OWNER/CLIENT needs to consider the ramifications to it if the project is not approved or only approved in part.

Limitation of Liability:

Site Check Studies

OWNER/CLIENT acknowledges that CPH's Site Check Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. OWNER/CLIENT acknowledges the recommendation of CPH that the OWNER/CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If OWNER/CLIENT elects to close on the subject property prior to that time, OWNER/CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.

In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity relating to CPH's Site Check Studies under this contract such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee for the Site Check Study paid by OWNER/CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

Design And Other Professional Services

OWNER/CLIENT acknowledges that CPH's services pursuant to this Agreement are to assist the client and are for the scope of services as outlined in the attached contract. In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity, such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee paid by OWNER/CLIENT to CPH under this Agreement or \$50,000, whichever is greater.

PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

Construction Defects on Florida Projects

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

Rates & Reimbursables

| CPH STANDARD RATES | |
|-----------------------------------|-------|
| Category | Rate |
| Principal | \$190 |
| Senior Project Manager | \$180 |
| Project Manager | \$160 |
| Senior Project Engineer | \$140 |
| Project Engineer | \$120 |
| Principal Traffic Engineer | \$180 |
| Senior Traffic Engineer | \$135 |
| Traffic Engineer | \$120 |
| Traffic Analyst | \$115 |
| Principal Environmental Scientist | \$175 |
| Senior Environmental Scientist | \$135 |
| Lead Environmental Scientist | \$105 |
| Environmental Scientist | \$95 |
| GIS Analyst | \$105 |
| Arborist | \$125 |
| Principal Planner | \$170 |
| Senior Planner | \$140 |
| Planner | \$100 |
| Principal Architect | \$180 |
| Senior Architect | \$160 |
| Architect | \$140 |
| Senior Architectural Manager | \$130 |
| Architectural Manager | \$125 |
| Senior Architectural Designer | \$120 |
| Architectural Designer | \$105 |
| Interior Designer | \$115 |
| Architectural CADD Technician | \$85 |
| Principal Structural Engineer | \$180 |
| Senior Structural Engineer | \$150 |
| Structural Engineer | \$120 |
| Principal MEP Engineer | \$180 |
| Senior MEP Project Engineer | \$155 |
| MEP Project Engineer | \$125 |
| Senior Graphic Designer | \$140 |
| Graphic Designer | \$80 |

| CPH STANDARD RATES | |
|--|-------|
| Category | Rate |
| Principal Landscape Architect | \$170 |
| Senior Landscape Architect | \$140 |
| Landscape Architect | \$105 |
| Senior Landscape Designer | \$100 |
| Landscape Designer | \$85 |
| Project Coordinator | \$90 |
| Senior Project Designer | \$135 |
| Project Designer | \$115 |
| Senior Design Technician | \$105 |
| Design Technician | \$95 |
| CADD Technician | \$75 |
| Administrative | \$75 |
| Clerical | \$60 |
| Network Admin. (I) | \$80 |
| Senior Construction Manager | \$120 |
| Construction Manager | \$105 |
| Construction Field Representative II | \$110 |
| Construction Field Representative I | \$80 |
| Principal Surveyor | \$170 |
| Senior Professional Surveyor | \$130 |
| Professional Surveyor and Mapper | \$125 |
| Field Technician/Designer | \$105 |
| Surveyor in Training | \$100 |
| Survey Project Manager/CADD | \$120 |
| Field Crew Coordinator | \$110 |
| Survey Party Chief | \$85 |
| Survey Instrument Man | \$70 |
| Senior Survey CADD Technician | \$110 |
| Survey CADD Technician | \$75 |
| Survey Crew (2 Man) | \$155 |
| Survey Crew (Construction Staking - 2 Man) | \$180 |
| Survey Crew (3 Man) | \$225 |
| GPS (1 Man) / Robotics | \$145 |
| GPS (2 Man) | \$180 |
| 1 Man Scanner/Laser Survey Crew | \$265 |
| 2 Man Scanner/Laser Survey Crew | \$290 |

Schedule of Reimbursable Charges

| | | | |
|-------------------------------------|---------------------------|----------------|--------------------------------------|
| USB/Thumb Drive \$15.00 Each | Plots (B&W) | Mileage | At Current IRS Rates |
| | 11 X 17 | \$ 0.21 Each | |
| | 12 X 18 | \$ 0.24 Each | |
| Copies (B&W) | 15 X 21 | \$ 0.35 Each | Phone At Cost |
| 8.5 x 11 \$0.05 Each | 34 X 22 | \$ 0.83 Each | Postage At Cost |
| 8.5 x 14 \$0.10 Each | 24 X 36 | \$ 0.98 Each | Outside Reimbursables At Cost |
| 11 x 17 \$0.20 Each | 30 X 42 | \$ 1.42 Each | |
| | 36 X 48 | \$ 1.92 Each | |
| Copies (Color) | Plots (Color/Bond) | | |
| 8.5 x 11 \$0.25 Each | 24 x 36 | \$24.00 Each | |
| 8.5 x 14 \$0.30 Each | 30 x 42 | \$35.00 Each | |
| 11 x 17 \$0.35 Each | 36 x 48 | \$48.00 Each | |
| Mylars | | | |
| 24 x 36 \$9.00 Each | | | |
| 32 x 42 \$13.00 Each | | | |

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: October 9, 2019

cph

REGULAR ITEM

10



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
JANUARY 9, 2019

3. REQUESTED MOTION/ACTION:
HOLD PUBLIC HEARING, CONSIDER SECOND READING AND ADOPTION OF ORDINANCE APPROVING THE VOLUNTARY ANNEXATION OF 6.57 ACRES OF LAND LOCATED AT 11220 HUTCHISON BOULEVARD

| | |
|----------------|-------------------------------------|
| 4. AGENDA | |
| PRESENTATION | <input type="checkbox"/> |
| PUBLIC HEARING | <input checked="" type="checkbox"/> |
| CONSENT | <input type="checkbox"/> |
| REGULAR | <input checked="" type="checkbox"/> |

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
William and Deborah Carr are owners of a 6.57 acre parcel on Hutchison Blvd currently located in unincorporated Bay County. The owners have applied for voluntary annexation into the City limits.

The Planning Board considered the request at their November 13, 2019 meeting and recommended approval (4 to 3). Staff recommends approval of the request. This ordinance was considered and approved by the City Council at first reading on December 12, 2019. Notices of the January 9, 2020 public hearing and second reading were published on December 23 and 30, 2019.

ORDINANCE NO. 1504

AN ORDINANCE ANNEXING THE FOLLOWING UNINCORPORATED AREA OF BAY COUNTY WHICH IS CONTIGUOUS TO THE CITY OF PANAMA CITY BEACH, FLORIDA, UPON PETITION OF THE OWNER OF SAID PROPERTY; ONE PARCEL LOCATED AT 11220 HUTCHISON BOULEVARD, WEST OF THE INTERSECTION OF RICHARD JACKSON BOULEVARD AND HUTCHISON BOULEVARD; PARCEL ID 34781-000-000; SAID PARCEL CONTAINING 6.57 ACRES MORE OR LESS; REDEFINING THE BOUNDARY LINES OF THE CITY; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, William Carr and Deborah Carr, owners of real property in an unincorporated area of Bay County which is contiguous to this City, have filed a petition praying that said real property, being more particularly described below, be annexed to this City, and

WHEREAS, the City Council of this City has determined that the petition bears the signatures of all the owners of the property in the area proposed to be annexed, and

WHEREAS, Notice of Voluntary Annexation for this property has been published in the Panama City News-Herald once a week for two (2) consecutive weeks prior to this date, the same being a newspaper of general circulation in this City.

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

Section 1. It is hereby annexed and made a part of the City of Panama City Beach, Florida, the following described lands in Bay County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Section 2. The boundary lines of the City of Panama City Beach, Florida, are redefined to include therein said tract of land.

Section 3. A map of the area to be annexed is attached.

Section 4. This ordinance shall take effect immediately upon passage.

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

Mike Thomas, Mayor

ATTEST:

City Clerk

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

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 23rd and 30th days of December, 2019.

POSTED on pcb.gov.com on the _____ day of _____, 2019.

City Clerk

ATTACHMENT TO ORDINANCE NO. 1504

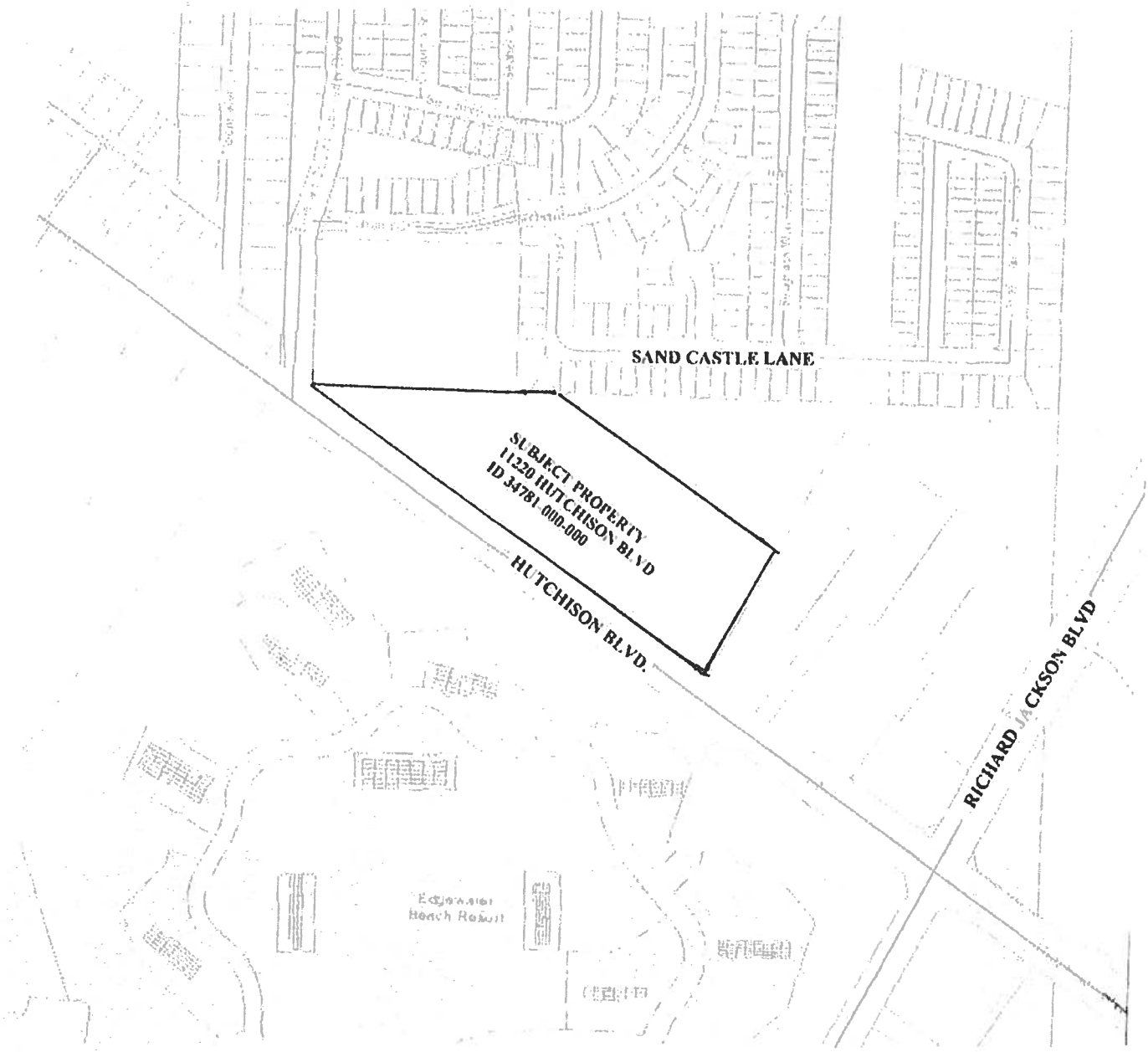


EXHIBIT A

The land referred to herein below is situated in the County of BAY, State of Florida, and described as follows:

Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter lying northeasterly of State Road No. 392-A, Section 35, Township 3 South, Range 16 West, Bay County Florida, less and except the right of way of State Road No. C-30-D and that portion East of the East right of way of State Road No. C-30-D.

LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County Florida; thence North 89 degrees 36 minutes 42 seconds West along the North line of said Section 35 for 1321.15 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35 for 482.38 feet to the West right-of-way line of County Road No. 3033 and the Point of Beginning; thence South 27 degrees 58 minutes 34 seconds West along said West right-of-way line for 568.88 feet to the North right-of-way line of County Road 392A; thence North 55 degrees 39 minutes 43 seconds West along said North right of way line for 640.00 feet; thence leaving said North right-of-way line North 27 degrees 58 minutes 34 seconds East parallel with said West right-of-way line for 650.00 feet; thence South 55 degrees 39 minutes 43 seconds East parallel with said North right-of-way line for 595.10 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along said West line for 96.97 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County, Florida and run North 89°36'15" West, along the North boundary line of said Section 35, 1320.88 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 35 and also being the Southeast corner of Lot 217 of Palm Cove Phase Three, as per map or plat thereof; as recorded in Plat Book 20, Pages 76 and 77 of the Public Records of Bay County, Florida for the POINT OF BEGINNING; thence from said Point of Beginning run South 00°34'58" West, along the East boundary line of the Northwest Quarter of the Northeast Quarter of said Section 35, 385.80 feet to the Northeast corner of the Equity One (Middle Beach) Inc. property as described in Official Record Book 2384, Page 1420 of the Public Records of said Bay County; thence run North 55°39'31" West 595.25 feet to the Northwest corner of said Equity One (Middle Beach) Inc. property; thence run South 27°59'14" West, along the Westerly boundary line of said Equity One (Middle Beach) Inc. property, 330.20 feet to a point; thence departing said Westerly boundary line run North 56°06'50" West 626.74 feet to a point on the Southerly boundary line of Palm Cove Phase Two, as per map of plat thereof, as recorded in Plat Book 19, Pages 55 and 56 of the Public Records of said Bay County; thence run South 89°36'20" East, along the Southerly boundary line of said Palm Cove Phase Two and its extension onto the Southerly boundary of Palm Cove Phase Three, as per map or plat thereof as recorded Plat Book 20, Pages 76 and 77 of said Public Records, 437.13 feet to a permanent reference monument for said Palm Cove Phase three; thence run South 89°35'50" East, along the South boundary line of said subdivision, 733.54 feet to the Point of Beginning.

REGULAR ITEM

11



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
JANUARY 9, 2019

3. REQUESTED MOTION/ACTION:

HOLD PUBLIC HEARING AND CONSIDER SECOND READING AND ADOPTION OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT DESIGNATING 6.57 ACRES LOCATED AT 11220 HUTCHISON BOULEVARD AS "TOURIST" ON THE FLUM (ORD 1505)

4. AGENDA

| | |
|----------------|-------------------------------------|
| PRESENTATION | <input type="checkbox"/> |
| PUBLIC HEARING | <input checked="" type="checkbox"/> |
| CONSENT | <input type="checkbox"/> |
| REGULAR | <input checked="" type="checkbox"/> |

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

In conjunction with their request for voluntary annexation into the City limits, the owners of a 6.57 acre parcel on Hutchison Boulevard seek a "Tourist" land use designation on the City's Future Land Use Map.

The Planning Board considered the request at their November 13, 2019 meeting and recommended approval (4 to 3). Staff recommends approval of the request. This ordinance was considered and approved by the City Council at first reading on December 12, 2019. Notice of the January 9, 2020 public hearing and second reading was published on December 23, 2019.

ORDINANCE NO. 1505

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS "THE 2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; ACTING UPON THE APPLICATION OF WILLIAM CARR AND DEBORAH CARR; DESIGNATING FOR TOURIST LAND USE THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 6.57 ACRES; PARCEL ID 34781-000-000; SAID PARCEL LOCATED AT 11220 HUTCHISON BOULEVARD, WEST OF THE INTERSECTION OF RICHARD JACKSON BOULEVARD AND HUTCHISON BOULEVARD, 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, the City Council desires to amend the Future Land Use Map (the "FLUM") contained within the City of Panama City Beach Comprehensive Growth Development Plan to make a land use designation for a certain parcel of land voluntarily annexed into the City; and

WHEREAS, the owners of the voluntarily annexed parcel, William Carr and Deborah Carr (together, the "Applicant"), has requested that the parcel be designated as

"Tourist;" and

WHEREAS, the Panama City Beach Planning Board reviewed the land use change request, conducted a public hearing on November 13, 2019, and recommended approval of the foregoing designation by a vote of 4-3; and

WHEREAS, the Applicant and the City have agreed that the parcel should be designated "Tourist;" and

WHEREAS, the City Council conducted a public hearing and two separate readings of the Applicant's request; 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 designations for the subject parcel has 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,

SEE EXHIBIT "A" ATTACHED HERETO
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 _____, 2020.

Mike Thomas, Mayor

ATTEST:

City Clerk

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

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 23rd day of December, 2019.

POSTED on pcb.gov.com on the _____ day of _____, 20____.

City Clerk

EXHIBIT A

The land referred to herein below is situated in the County of BAY, State of Florida, and described as follows:

Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter lying northeasterly of State Road No. 392-A, Section 35, Township 3 South, Range 16 West, Bay County Florida, less and except the right of way of State Road No. C-30-D and that portion East of the East right of way of State Road No. C-30-D.

LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County Florida; thence North 89 degrees 36 minutes 42 seconds West along the North line of said Section 35 for 1321.15 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35 for 482.38 feet to the West right-of-way line of County Road No. 3033 and the Point of Beginning; thence South 27 degrees 58 minutes 34 seconds West along said West right-of-way line for 568.88 feet to the North right-of-way line of County Road 392A; thence North 55 degrees 39 minutes 43 seconds West along said North right of way line for 640.00 feet; thence leaving said North right-of-way line North 27 degrees 58 minutes 34 seconds East parallel with said West right-of-way line for 650.00 feet; thence South 55 degrees 39 minutes 43 seconds East parallel with said North right-of-way line for 595.10 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along said West line for 96.97 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County, Florida and run North 89°36'15" West, along the North boundary line of said Section 35, 1320.98 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 35 and also being the Southeast corner of Lot 217 of Palm Cove Phase Three, as per map or plat thereof; as recorded in Plat Book 20, Pages 76 and 77 of the Public Records of Bay County, Florida for the POINT OF BEGINNING; thence from said Point of Beginning run South 00°34'58" West, along the East boundary line of the Northwest Quarter of the Northeast Quarter of said Section 35, 385.50 feet to the Northeast corner of the Equity One (Middle Beach) Inc. property as described in Official Record Book 2384, Page 1420 of the Public Records of said Bay County; thence run North 55°39'31" West 595.25 feet to the Northwest corner of said Equity One (Middle Beach) Inc. property; thence run South 27°59'14" West, along the Westerly boundary line of said Equity One (Middle Beach) Inc. property, 330.20 feet to a point; thence departing said Westerly boundary line run North 56°06'50" West 626.74 feet to a point on the Southerly boundary line of Palm Cove Phase Two, as per map of plat thereof, as recorded in Plat Book 19, Pages 55 and 56 of the Public Records of said Bay County; thence run South 89°36'20" East, along the Southerly boundary line of said Palm Cove Phase Two and its extension onto the Southerly boundary of Palm Cove Phase Three, as per map or plat thereof as recorded Plat Book 20, Pages 76 and 77 of said Public Records, 437.13 feet to a permanent reference monument for said Palm Cove Phase three; thence run South 89°35'50" East, along the South boundary line of said subdivision, 733.64 feet to the Point of Beginning.

REGULAR ITEM

12



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
JANUARY 9, 2019

3. REQUESTED MOTION/ACTION:

HOLD PUBLIC HEARING, CONSIDER SECOND READING AND ADOPTION OF ORDINANCE 1506 ZONING TO "CH" PROPERTY LOCATED AT 11220 HUTCHISON BOULEVARD

4. AGENDA

| | |
|----------------|-------------------------------------|
| PRESENTATION | <input type="checkbox"/> |
| PUBLIC HEARING | <input checked="" type="checkbox"/> |
| CONSENT | <input type="checkbox"/> |
| REGULAR | <input checked="" type="checkbox"/> |

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

In conjunction with their request for voluntary annexation in to the City limits, the owners of a 6.57 acre parcel on Hutchison Boulevard seek a zoning map designation of "Commercial High Intensity". Under the County's current zoning map, the parcel is designated "C-2 Plaza Commercial".

The Planning Board considered the request at their November 13, 2019 meeting and recommended approval (4 to 3). Staff recommends approval of the request. This ordinance was considered and approved at first reading by the City Council on December 12, 2019. Notice of the January 9, 2020 public hearing and second reading was published on December 23, 2019.

ORDINANCE NO. 1506

AN ORDINANCE ZONING AS COMMERCIAL HIGH INTENSITY (CH) THAT CERTAIN PARCEL OF LAND ANNEXED TO AND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA CONTAINING APPROXIMATELY 6.57 ACRES, PARCEL ID 34781-000-000; SAID PARCEL LOCATED AT 11220 HUTCHISON BOULEVARD, WEST OF THE INTERSECTION OF RICHARD JACKSON BOULEVARD AND HUTCHISON BOULEVARD, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the City Council desires to amend the zoning map of the City to designate land use districts for parcels of land voluntarily annexed into the City; and

WHEREAS, the owner of the voluntarily annexed parcel, William Carr and Deborah Carr, have requested that said parcel, being more particularly described below, be zoned as shown below; 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 proposed zoning change, conducted a public hearing on November 13, 2019, and recommended approval by a vote of 4-3; and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on _____, 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 zoned Commercial High Intensity (CH).

SEE EXHIBIT "A" ATTACHED HERETO

And the City's zoning map is amended accordingly

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

Section 3. This ordinance shall take effect immediately upon passage, and the land use changes herein shall take effect upon, and only upon, adoption by the City Council of Ordinance No. 1505 adopting a comprehensive plan amendment respecting the land which is 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 ____ of _____, 2020.

Mike Thomas, Mayor

ATTEST:

City Clerk

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

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 23rd day of December, 2019.

POSTED on pcb.gov.com on the ____ day of _____, 2019.

City Clerk

EXHIBIT A

The land referred to herein below is situated in the County of BAY, State of Florida, and described as follows:

Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter lying northeasterly of State Road No. 392-A, Section 35, Township 3 South, Range 16 West, Bay County Florida, less and except the right of way of State Road No. C-30-D and that portion East of the East right of way of State Road No. C-30-D.

LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County Florida; thence North 89 degrees 36 minutes 42 seconds West along the North line of said Section 35 for 1321.15 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35 for 482.38 feet to the West right-of-way line of County Road No. 3033 and the Point of Beginning; thence South 27 degrees 58 minutes 34 seconds West along said West right-of-way line for 588.88 feet to the North right-of-way line of County Road 392A; thence North 55 degrees 39 minutes 43 seconds West along said North right of way line for 640.00 feet; thence leaving said North right-of-way line North 27 degrees 58 minutes 34 seconds East parallel with said West right-of-way line for 650.00 feet; thence South 55 degrees 39 minutes 43 seconds East parallel with said North right-of-way line for 595.10 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 35; thence South 00 degrees 34 minutes 40 seconds West along said West line for 96.97 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

Commence at the Northeast corner of Section 35, Township 3 South, Range 16 West, Bay County, Florida and run North 89°36'15" West, along the North boundary line of said Section 35, 1320.98 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 35 and also being the Southeast corner of Lot 217 of Palm Cove Phase Three, as per map or plat thereof; as recorded in Plat Book 20, Pages 76 and 77 of the Public Records of Bay County, Florida for the POINT OF BEGINNING; thence from said Point of Beginning run South 00°34'58" West, along the East boundary line of the Northwest Quarter of the Northeast Quarter of said Section 35, 385.50 feet to the Northeast corner of the Equity One (Middle Beach) Inc. property as described in Official Record Book 2384, Page 1420 of the Public Records of said Bay County; thence run North 55°39'31" West 595.25 feet to the Northwest corner of said Equity One (Middle Beach) Inc. property; thence run South 27°59'14" West, along the Westerly boundary line of said Equity One (Middle Beach) Inc. property, 330.20 feet to a point; thence departing said Westerly boundary line run North 56°06'50" West 626.74 feet to a point on the Southerly boundary line of Palm Cove Phase Two, as per map of plat thereof, as recorded in Plat Book 19, Pages 55 and 56 of the Public Records of said Bay County; thence run South 89°36'20" East, along the Southerly boundary line of said Palm Cove Phase Two and its extension onto the Southerly boundary of Palm Cove Phase Three, as per map or plat thereof as recorded Plat Book 20, Pages 76 and 77 of said Public Records, 437.13 feet to a permanent reference monument for said Palm Cove Phase three; thence run South 89°35'50" East, along the South boundary line of said subdivision, 733.54 feet to the Point of Beginning.

REGULAR ITEM

13



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING / MEL LEONARD

2. MEETING DATE:
JANUARY 9, 2020

3. REQUESTED MOTION/ACTION:
HOLD PUBLIC HEARING TO CONSIDER SECOND READING AND ADOPTION OF ORDINANCE 1507 PERMITTING INFLATABLE AMUSEMENTS ON THE SANDY GULF BEACH

4. AGENDA

| | |
|----------------|-------------------------------------|
| PRESENTATION | <input type="checkbox"/> |
| PUBLIC HEARING | <input checked="" type="checkbox"/> |
| CONSENT | <input type="checkbox"/> |
| REGULAR | <input checked="" type="checkbox"/> |

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
DURING ITS OCTOBER 24, 2019 JOINT WORKSHOP, THE CITY COUNCIL AND PLANNING BOARD DISCUSSED THE GROWING PREVALANCE OF TEMPORARY INFLATABLE AMUSEMENTS BEING PLACED ON THE SANDY GULF BEACH AS AMENITIES FOR RESORT GUESTS.

ORDINANCE 1507 ESTABLISHES INFLATABLE AMUSEMENTS AS A TEMPORARY USE, AND SETS PERMIT AND USE CRITERIA FOR THE PLACEMENT OF THESE AMUSEMENTS. THE ORDINANCE LIMITS THE DURATION OF THE PERMITS, SETS INSURANCE REQUIREMENTS, ENSURES PROTECTION FROM SEA TURTLES NESTS, AND PROVIDES FOR MINIMUM SAFETY AND WIND STANDARDS.

THE PLANNING BOARD RECOMMENDED THIS ORDINANCE FOR APPROVAL AT ITS NOVEMBER 13, 2019 MEETING. STAFF RECOMMENDS APPROVAL. THIS ORDINANCE WAS CONSIDERED AND APPROVED BY THE CITY COUNCIL FOLLOWING A PUBLIC HEARING ON DECEMBER 12, 2019. NOTICE OF A SECOND PUBLIC HEARING AND FINAL READING WAS PUBLISHED ON JANUARY 2, 2020.

ORDINANCE 1507

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATING TO TEMPORARY USES AND STRUCTURES; ESTABLISHING CRITERIA FOR THE PLACEMENT OF INFLATABLE AMUSEMENTS ON THE SANDY GULF BEACH; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 5.03.00 of the Land Development Code of the City of Panama City Beach related to temporary uses and structures, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

5.03.00 TEMPORARY USES AND STRUCTURES

5.03.01 Generally

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

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

Ord. 1507
Page 1 of 3

AGENDA ITEM # 13

5.03.07 Inflatable amusements on sandy Gulf Beach.

- A. Inflatable amusements may be permitted on the sandy gulf beach seaward of the seaward most Building, structure, toe of the dune, dune line or Building/structure line, subject to the provisions of this section.
- B. Inflatable amusements require a temporary use permit as provided in section 10.14.02. The City may require the applicant's submission of additional information as necessary to confirm the issuance of the permit will not be contrary to the health, safety and welfare of the public.
- C. The fee for such permit is \$250 per day. No single parcel shall be issued more than one inflatable amusement permit within any thirty day period. Permits issued shall be valid for no longer than four consecutive days.
- D. Inflatable amusements shall not be erected or maintained within 200 feet of a turtle nest.
- E. The applicant shall provide the City with proof of insurance no later than 72 hours prior to set up of the inflatable amusement. Unless approved in writing by the City Manager or his/her designee, coverages shall include general commercial liability in the minimum amount of \$5,000,000.
- F. The applicant shall inspect or cause to be inspected the inflatable amusement upon its installation, and thereafter maintain or cause to be maintained, and safely preserve for at least one year a daily log upon which are recorded daily inspections of the inflatable amusement, by whom inspected and when. The forms for each such log shall be approved by the Chief of Police.
- G. The inflatable amusement shall be immediately deflated if winds exceed 15 mph or if lightning conditions exist within 5 miles of the location of the amusement. The amusement may not be operated on days where sustained winds are projected to exceed 15 mph between sunrise and sunset.

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

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall

become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

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

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

Published in the News Herald on the 5th day of December, 2019.

Published in the News Herald on the 2nd day of January, 2020.

Posted on pcbgov.com on the ____ day of _____, 2019 and
the ____ day of _____, 2020.

Ord. 1507
Page 3 of 3

AGENDA ITEM # 13

REGULAR ITEM

14



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
JANUARY 9, 2020

3. REQUESTED MOTION/ACTION:
HOLD FIRST READING OF ORDINANCE 1508 REQUIRING COMMUNITY MEETINGS AS A
CONDITION PRECEDENT TO MASTER PLAN APPROVAL

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
THE PLANNING BOARD IS AUTHORIZED TO CONSIDER AND APPROVE MASTER PLAN DEVELOPMENTS IN THE CITY. AT THE PUBLIC HEARINGS TO CONSIDER SUCH APPLICATIONS, THE PLANNING BOARD IS OFTEN CALLED UPON BY NEIGHBORS AND INTERESTED PARTIES TO ADDRESS QUESTIONS AND CONCERNS REGARDING THE DEVELOPMENT THAT ARE OUTSIDE THE SCOPE OF THE PLANNING BOARD'S INQUIRY AND AUTHORITY. THE PLANNING BOARD RECOMMENDS AN AMENDMENT TO THE CITY'S MASTER PLAN APPLICATION REQUIREMENTS, TO REQUIRE MASTER PLAN DEVELOPERS TO PROVIDE EVIDENCE OF A MEETING HELD WITH NEIGHBORS TO DISCUSS THE PROPOSED DEVELOPMENT IN ADVANCE OF THE PUBLIC HEARING HELD BY THE CITY ON THE APPLICATION.

THE PLANNING BOARD DOES NOT RECOMMEND THE MEETING REQUIREMENT ATTACH TO EVERY LAND USE APPLICATION, BUT ONLY TO MASTER PLAN APPLICATIONS FOR LARGE SITE DEVELOPMENTS, PUDS AND TNODS.

THE PLANNING BOARD CONSIDERED THE REQUEST AT THEIR NOVEMBER 13, 2019 MEETING AND RECOMMENDED APPROVAL. IF THE COUNCIL APPROVES THE ORDINANCE AT FIRST READING, STAFF WILL PREPARE NOTICE OF A PUBLIC HEARING AND SECOND READING FOR FEBRUARY 13, 2020.

ORDINANCE NO. 1508

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO APPLICATIONS FOR MASTER PLANS; REQUIRING APPLICANTS TO SUBMIT EVIDENCE OF A COMMUNITY MEETING REGARDING THE PROPOSED APPLICATION; ESTABLISHING CRITERIA FOR THE TIME, PLACE, AND CONTENT OF THE MEETING; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 10.02.05 of the Land Development Code of the City of Panama City Beach related to Additional Submittal Requirements for Large Site Development Plans, TNOD and PUD Master Plans, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

10.02.00 APPLICATION REQUIREMENTS

...

10.02.05 Additional Submittal Requirements for Large Site Development, TNOD and PUD Master Plans

Each application for a large site development, **TNOD** or **PUD** master plan shall contain the following information:

- A. All information required pursuant to section **Error! Reference source not found..**

20191211

- B. A statement of objectives describing the general purpose and character of the proposed **Development**, including type of structures, **Uses**, **Lot** sizes and **Setbacks**.
- C. A boundary survey.
- D. Perimeter buffering and landscaping.
- E. General location and size of **Land Uses**.
- F. Type of zoning districts and existing **Uses** abutting the proposed **Development** boundaries.
- G. A detailed, written list and complete explanation of how the proposed **Development** differs from any provision of the **LDC**, including a comparison with the **Lot** and **Building** standards of the underlying zoning district. If the master plan is approved, any such difference not listed or explained shall not be recognized or permitted and no such difference shall be implied or inferred.
- H. A detailed explanation of the public benefit which justifies allowing the property owner to deviate from otherwise applicable minimum requirements of the **LDC**.
- I. A timeline for the **Development**, which addresses the following items:
 - 1. **Development** phases, if applicable and benchmarks for monitoring the progress of construction of each phase. Wherever applicable, the benchmarks shall include:
 - (a) Land clearing;
 - (b) Soil stabilization;
 - (c) Construction of each landscaping element of horizontal infrastructure, including, but not limited to, roads, utilities and drainage; and
 - (d) Vertical infrastructure and improvements.
 - 2. The Final Development Plan shall be submitted within one (1) year of master plan approval. The timeline shall show that construction of the horizontal improvements will be commenced and substantially completed within one (1) year and two (2) years, respectively, after approval of the final development plan; provided that in the event the **Development** is divided into phases, the timeline shall show that construction of Phase I horizontal improvements will be commenced and substantially completed within one (1) year and two (2) years, respectively, after approval of the first final development plan

and that the horizontal infrastructure for all remaining phases will be substantially completed within four (4) years after approval of the final development plan.

3. The timeline shall provide that ninety (90) percent of the land area of the *Development*, excluding horizontal infrastructure, will be built-out to its intended, final *Use* within ten (10) years of approval of the master plan.
 4. Proposed dates for the submittal of progress reports.
 - J. Other applicable information as required on the application for *Development* master plan or which the applicant may desire to submit to demonstrate satisfaction of the conditions set forth in this *LDC*.
 - K. This section shall not be construed so as to require detailed engineering or *Site Plan* drawings as a prerequisite to approval by the Planning Board. An applicant may provide a concept plan showing the general types and locations of proposed *Development*, *Open Space*, conservation areas, etc. (bubble plan); however, detailed drawings and information consistent with the approved master plan will be required prior to approval of a final development plan for any phase(s) of *Development*. In the event that the master plan contains no provision for a particular matter that is regulated in the underlying zoning district or the prior zoning district in the case of a PUD generally, then the final development plan approval shall be consistent with both the approved Master Plan and all regulations applicable within the underlying or prior zoning district.
- (Ord. #1254, 11/14/13)

L. The applicant must provide evidence of its hosting of a community meeting regarding the proposed application, in the form of notice, sign-up sheet and meeting summary, which meeting and documentation shall conform to the requirements of this section. Evidence of a meeting held more than five months prior to the applicant's submission of an application shall be deemed insufficient to meet this requirement.

1. **Reasonable Time and Place. If scheduled other than during a regularly scheduled Association meeting, the meeting shall commence between the hours of 9am and 7:30pm. The meeting shall be held within the City limits, in a facility that will accommodate the attendance and participation of all noticed parties.**
2. **Notice. Notice of the meeting shall be provided by the applicant as required by Section 10.03.02 to all owners of surrounding property lying in whole or in part within 300 feet of the boundary of the subject property. The Developer may include**

notice of the community meeting in the same Neighborhood Notice of the public hearing before the Planning Board required by Section 10.10.01.B.

3. Agenda. Topics covered in the community meeting shall include, but are not limited to: scale, density, intensity, building heights, setbacks, potential traffic impacts, environmental impacts, stormwater management, lighting, hours of operation and noise.
4. Summary. The applicant shall prepare or cause to be prepared a written summary of the meeting, which summary shall memorialize the names and interests of persons participating in the meeting; the length of the meeting; the concerns raised by the noticed persons; and any assurances made by the applicant or his or her agents in that meeting regarding the proposed application or development.
5. Physical attendance by the applicant mandatory. The applicant or applicant's agent of record must be physically present at the meeting to facilitate the presentation of the proposed application and discussion of its impacts. This shall not be construed to prohibit the telephonic or electronic attendance by any person or entity retained by the applicant.

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

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

20191211

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

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

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

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

REGULAR ITEM

15



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
JANUARY 9, 2020

3. REQUESTED MOTION/ACTION:

Hold public hearing and first reading of Ordinance 1509 amending the Future Land Use Map from Multi-Family to Tourist for approximately 30 acres of property located on the west side of Hill Road.

4. AGENDA

| | |
|----------------|-------------------------------------|
| PRESENTATION | <input type="checkbox"/> |
| PUBLIC HEARING | <input checked="" type="checkbox"/> |
| CONSENT | <input type="checkbox"/> |
| REGULAR | <input checked="" type="checkbox"/> |

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The St. Joe Company wishes to unify this property with approximately 50 acres bordered on the north and west of the property so that a master plan can be created and implemented providing for a mixture of land uses. The Planning Board considered the request at their December 11, 2019 meeting and recommended approval. Staff recommends approval of the requests.

Notice was timely published of the January 9, 2020 public hearing in the News Herald. If the Council approves first reading of the Ordinance, it will be transmitted to the State Department of Economic Opportunity and other government agencies for review and comment. The ordinance will return to the Council later this spring for a second public hearing and reading once all comments have been received from those agencies and duly considered by staff.

ORDINANCE NO 1509

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE "2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF THE ST. JOE COMPANY TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM MULTI-FAMILY RESIDENTIAL TO TOURIST; DESIGNATING FOR TOURIST LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 28.074 ACRES; SAID PARCEL LOCATED ON THE WEST SIDE OF HILL ROAD, SOUTH OF PANAMA CITY BEACH PARKWAY, PARCEL ID 33750-020-000; AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCEL FOR TOURIST LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, The St. Joe Company (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 11, 2019, and recommended approval of the request; and

WHEREAS, on January 9, 2020, the City Council conducted a properly noticed transmittal hearing as required by Section 163.3184, Florida Statutes, and on _____, transmitted the proposed amendment to the Florida Department of Economic Opportunity; and

WHEREAS, on _____, as required by Section 163.3184, Florida Statutes, the City Council conducted a properly noticed adoption hearing and adopted this Ordinance in the course of that hearing; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designation for the subject parcel has 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 Comprehensive Plan, to wit,

SEE ATTACHED AND INCORPORATED EXHIBIT "A" 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 ____ day of _____, 2020.

Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

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

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 23rd day of December, 2019, and
the _____ day of _____, 2020.

POSTED on pcbgov.com on the _____ day of _____, 2019.

Mary Jan Bossert, City Clerk

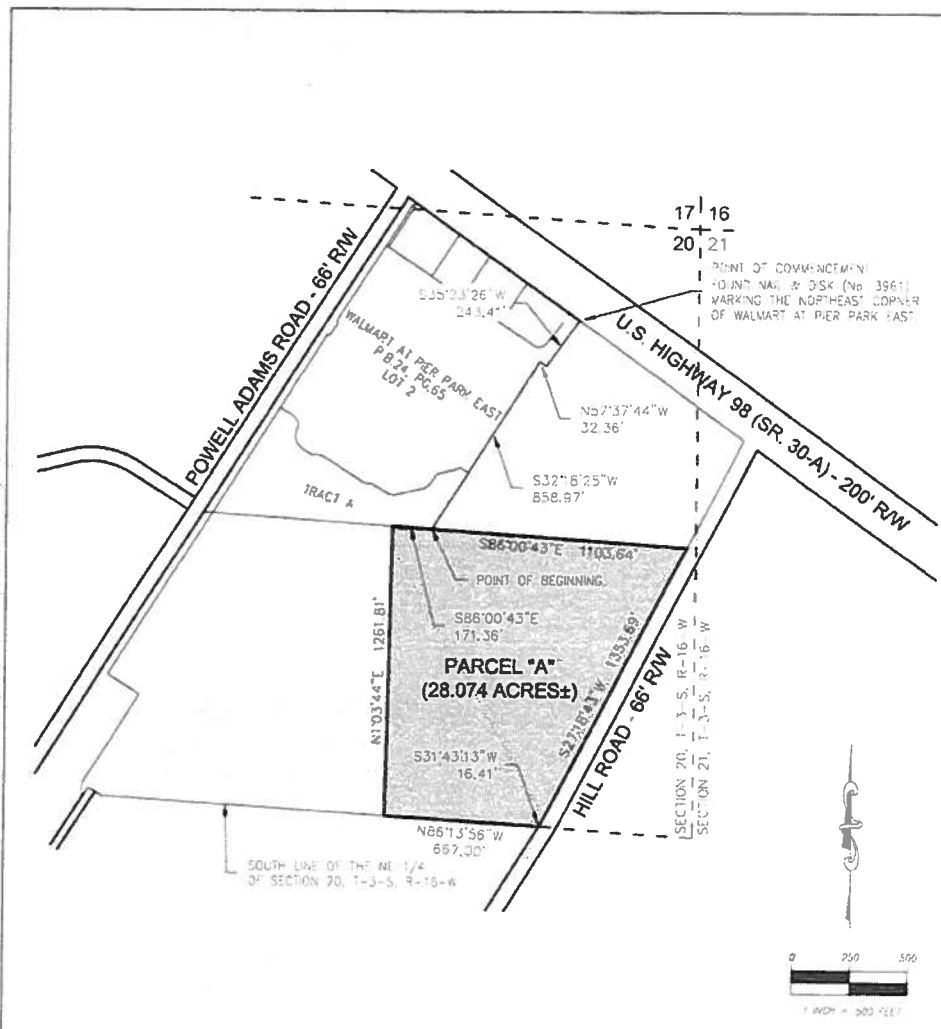
EXHIBIT A

DESCRIPTION: (PARCEL "A")

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

COMMENCE AT A NAIL AND DISK (NO. 3961) MARKING THE NORTHEAST CORNER OF WALMART AT PIER PARK EAST SUBDIVISION, AS RECORDED IN PLAT BOOK 24, PAGE 65, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (STATE ROAD 30-A, 200' R/W); THENCE PROCEED ALONG THE EAST LINE OF SAID SUBDIVISION AS FOLLOWS: THENCE SOUTH 35 DEGREES 23 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 243.41 FEET; THENCE NORTH 57 DEGREES 37 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 32.36 FEET; THENCE SOUTH 32 DEGREES 18 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 858.97 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, PROCEED SOUTH 86 DEGREES 00 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 1,103.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HILL ROAD (66' R/W); THENCE SOUTH 27 DEGREES 18 MINUTES 43 SECONDS WEST, ON SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 1,353.69 FEET; THENCE SOUTH 31 DEGREES 43 MINUTES 13 SECONDS WEST, ON SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 16.41 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE LEAVING SAID WEST RIGHT OF WAY, PROCEED NORTH 86 DEGREES 13 MINUTES 56 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 667.00 FEET; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTH 01 DEGREE 03 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 1,261.81 FEET TO A POINT ON THE SOUTH LINE OF WALMART AT PIER PARK EAST SUBDIVISION; THENCE SOUTH 86 DEGREES 00 MINUTES 43 SECONDS EAST, ON SAID SOUTH LINE, FOR A DISTANCE OF 171.36 FEET TO THE POINT OF BEGINNING.
CONTAINING 28.074 ACRES, MORE OR LESS.

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DESCRIPTION: (PARCEL "A")

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

COMMENCE AT A NAIL AND DISK (NO. 3961) MARKING THE NORTHEAST CORNER OF WALMART AT PIER PARK EAST SUBDIVISION, AS RECORDED IN PLAT BOOK 24, PAGE 65, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (STATE ROAD 30-A, 200' R/W); THENCE PROCEED ALONG THE EAST LINE OF SAID SUBDIVISION AS FOLLOWS: THENCE SOUTH 35 DEGREES 23 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 243.41 FEET; THENCE NORTH 57 DEGREES 37 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 32.36 FEET; THENCE SOUTH 32 DEGREES 18 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 858.97 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, PROCEED SOUTH 86 DEGREES 00 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 1,103.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HILL ROAD (66' R/W); THENCE SOUTH 27 DEGREES 18 MINUTES 43 SECONDS WEST, ON SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 1,353.69 FEET; THENCE SOUTH 31 DEGREES 43 MINUTES 13 SECONDS WEST, ON SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 16.41 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE LEAVING SAID WEST RIGHT OF WAY, PROCEED NORTH 86 DEGREES 13 MINUTES 56 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 667.00 FEET; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTH 01 DEGREE 03 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 1,261.81 FEET TO A POINT ON THE SOUTH LINE OF WALMART AT PIER PARK EAST SUBDIVISION; THENCE SOUTH 86 DEGREES 00 MINUTES 43 SECONDS EAST, ON SAID SOUTH LINE, FOR A DISTANCE OF 171.36 FEET TO THE POINT OF BEGINNING, CONTAINING 28.074 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/1990, U.S. SURVEY FEET, PER N.G.S. CONTROL POINT "46-76-B15".
- THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPLER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- SOURCE OF INFORMATION: PREVIOUS BOUNDARY SURVEY OF THE PARENT PARCEL PERFORMED BY DEWBERRY, PROJECT NUMBER 50115910, DATED 08/05/2019, NEW PARCEL PER CLIENT'S INSTRUCTIONS.
- NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
- THIS IS NOT A BOUNDARY SURVEY.

| REVISIONS | | | | |
|-----------|------|-------|----------|-----|
| FB/PG | DATE | DRAWN | REVISION | CKD |
| | | | | |
| | | | | |
| | | | | |

Dewberry
 DEWBERRY ENGINEERS INC
 703 ANDERSON PARKWAY
 PANAMA CITY, FLORIDA 32405
 PHONE 850 529 0664 FAX 850 522 1311
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. LA 8011

FREDERICK C. RAMKIN, P.S.M. DATE SIGNED
 PROFESSIONAL SURVEYOR & MAPPER No. L58585

DESCRIPTION SKETCH
 PIER PARK EAST ZONING
 SECTION 20, TOWNSHIP 3
 SOUTH, RANGE 16 WEST
 BAY COUNTY, FLORIDA.

| | | | | | |
|-------------|---------|---------------|------------|-------------|----------|
| FB/PG: | N.A. | DRAWING DATE: | 12/18/2019 | PROJECT NO: | 50120282 |
| FIELD DATE: | | BY: | | | |
| N.A. | | FCR | | | |
| SCALE: | 1"=500' | APPROVED BY: | JG | | |

AGENDA ITEM # 15

REGULAR ITEM

16



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
JANUARY 9, 2020

3. REQUESTED MOTION/ACTION:

Hold public hearing and first reading of Ordinance 1510 amending the zoning map for approximately 30 acres of property located on the west side of Hill Road from Townhome (RTH) to "Commercial High Intensity".

4. AGENDA

| | |
|----------------|-------------------------------------|
| PRESENTATION | <input type="checkbox"/> |
| PUBLIC HEARING | <input checked="" type="checkbox"/> |
| CONSENT | <input type="checkbox"/> |
| REGULAR | <input checked="" type="checkbox"/> |

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

The St. Joe Company wishes to unify this property with approximately 50 acres bordered on the north and west of the property so that a Master Plan can be created and implemented providing for a mixture of land uses. While townhomes are permitted in the CH zoning district, the current RTH zoning would prohibit improvements not directly related to townhomes. The Planning Board considered the request at their December 11, 2019 meeting and recommended approval.

Staff recommends approval of the requests.

Notice was timely published of the January 9, 2020 public hearing in the News Herald. If the Council approves first reading of the Ordinance, the ordinance will return to the Council later this spring for a second public hearing and reading with the associated Comprehensive Plan Amendment.

ORDINANCE NO 1510

AN ORDINANCE REZONING FROM TOWNHOUSE (RTH) TO COMMERCIAL HIGH DENSITY (CH) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 28.074 ACRES; LOCATED ON THE WEST SIDE OF HILL ROAD, SOUTH OF PANAMA CITY BEACH PARKWAY, PARCEL ID 33750-020-000, 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, The St. Joe Company, 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 Townhouse (RTH) to Commercial High Density (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 11, 2019, and recommended approval of the request; and

WHEREAS, the City Council conducted public hearings on January 9, 2020 and _____; and

WHEREAS, after consideration of evidence adduced in a properly advertised public hearing conducted on _____, 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 Townhouse (RTH) to Commercial High Density (CH), to wit,

SEE ATTACHED AND INCORPORATED EXHIBIT "A"
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 1509 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 _____, 2020.

Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

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

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 23rd day of December, 2019, and _____, 2020.

POSTED on pcbgov.com on the _____ day of _____, 2019.

Mary Jan Bossert, City Clerk

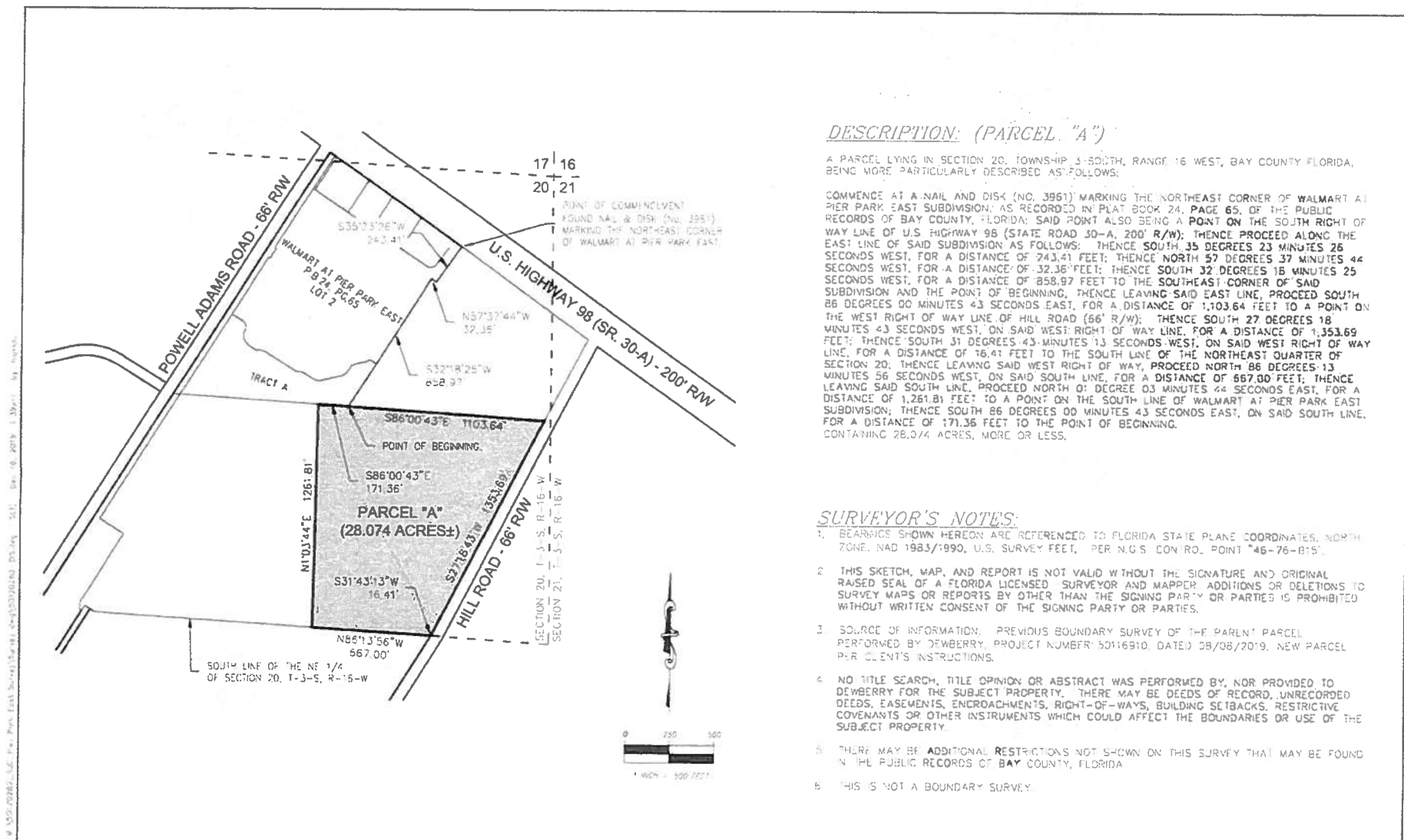
EXHIBIT A

DESCRIPTION: (PARCEL "A")

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

COMMENCE AT A NAIL AND DISK (NO. 3961) MARKING THE NORTHEAST CORNER OF WALMART AT PIER PARK EAST SUBDIVISION, AS RECORDED IN PLAT BOOK 24, PAGE 65, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (STATE ROAD 30-A, 200' R/W); THENCE PROCEED ALONG THE EAST LINE OF SAID SUBDIVISION AS FOLLOWS: THENCE SOUTH 35 DEGREES 23 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 243.41 FEET; THENCE NORTH 57 DEGREES 37 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 32.36 FEET; THENCE SOUTH 32 DEGREES 18 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 858.97 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, PROCEED SOUTH 86 DEGREES 00 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 1,103.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HILL ROAD (66' R/W); THENCE SOUTH 27 DEGREES 18 MINUTES 43 SECONDS WEST, ON SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 1,353.69 FEET; THENCE SOUTH 31 DEGREES 43 MINUTES 13 SECONDS WEST, ON SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 16.41 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE LEAVING SAID WEST RIGHT OF WAY, PROCEED NORTH 86 DEGREES 13 MINUTES 56 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 667.00 FEET; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTH 01 DEGREE 03 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 1,261.81 FEET TO A POINT ON THE SOUTH LINE OF WALMART AT PIER PARK EAST SUBDIVISION; THENCE SOUTH 86 DEGREES 00 MINUTES 43 SECONDS EAST, ON SAID SOUTH LINE, FOR A DISTANCE OF 171.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.074 ACRES, MORE OR LESS.



DESCRIPTION: (PARCEL "A")

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

COMMENCE AT A NAIL AND DISK (NO. 3961) MARKING THE NORTHEAST CORNER OF WALMART AT PIER PARK EAST SUBDIVISION, AS RECORDED IN PLAT BOOK 24, PAGE 65, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (STATE ROAD 30-A, 200' R/W); THENCE PROCEED ALONG THE EAST LINE OF SAID SUBDIVISION AS FOLLOWS: THENCE SOUTH 35 DEGREES 23 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 743.41 FEET; THENCE NORTH 57 DEGREES 37 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 32.36 FEET; THENCE SOUTH 32 DEGREES 15 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 858.97 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION AND THE POINT OF BEGINNING, THENCE LEAVING SAID EAST LINE, PROCEED SOUTH 86 DEGREES 00 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 1,703.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HILL ROAD (66' R/W); THENCE SOUTH 27 DEGREES 18 MINUTES 43 SECONDS WEST, ON SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 1,353.69 FEET; THENCE SOUTH 31 DEGREES 43 MINUTES 13 SECONDS WEST, ON SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 16.41 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE LEAVING SAID WEST RIGHT OF WAY, PROCEED NORTH 86 DEGREES 13 MINUTES 56 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 687.00 FEET; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTH 01 DEGREE 03 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 1,261.81 FEET TO A POINT ON THE SOUTH LINE OF WALMART AT PIER PARK EAST SUBDIVISION; THENCE SOUTH 86 DEGREES 00 MINUTES 43 SECONDS EAST, ON SAID SOUTH LINE, FOR A DISTANCE OF 171.36 FEET TO THE POINT OF BEGINNING. CONTAINING 28.074 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/1990, U.S. SURVEY FEET, PER N.G.S. CON'G. POINT "46-76-B1'S".
2. THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. SOURCE OF INFORMATION: PREVIOUS BOUNDARY SURVEY OF THE PARENT PARCEL PERFORMED BY DEWBERRY, PROJECT NUMBER 50116910, DATED 08/08/2019, NEW PARCEL PER CLIENT'S INSTRUCTIONS.
4. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
6. THIS IS NOT A BOUNDARY SURVEY.



| REVISIONS | | | | |
|-----------|------|-------|----------|-----|
| FB/PG | DATE | DRAWN | REVISION | OXD |
| | | | | |
| | | | | |
| | | | | |

Dewberry
 DEWBERRY ENGINEERS INC.
 202 BERENSON PARKWAY
 PANAMA CITY, FLORIDA 32408
 PHONE 850.522.0844 FAX 850.832.1011
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. LA 8911

FREDDERIX C. RANKIN, P.S.M. DATE SIGNED
 PROFESSIONAL SURVEYOR & MAPPER No. LS6585

DESCRIPTION SKETCH
 PIER PARK EAST ZONING
 SECTION 20, TOWNSHIP 3
 SOUTH, RANGE 16 WEST
 BAY COUNTY, FLORIDA.

| | | |
|---------------------|-----------------------------|-------------------------|
| FB/PG: N.A. | DRAWING DATE: 12/18/2019 | PROJECT NO. 50120282 |
| FIELD DATE: N.A. | BY: FCR | |
| SCALE: 1"=500' | APPROVED BY: JC | S1 |

AGENDA ITEM # 16

REGULAR ITEM

17



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
JANUARY 9, 2020

3. REQUESTED MOTION/ACTION:
HOLD PUBLIC HEARING AND FIRST READING ON ORDINANCE 1511 AMENDING THE FUTURE LAND USE MAP TO MIXED USE FOR 81.9 ACRES LOCATED ALONG THE WEST SIDE OF HIGHWAY 79.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The 81 acre parcel that is subject to the proposed amendment is owned by the St. Joe Company, and is a portion of a larger 281 acre parcel. The larger parcel is already designated as Mixed Use on the City's Future Land Use Map, and approval of the request will allow the St. Joe Company to unify the development under one Master Planned PUD.

The Planning Board considered the request at their December 11, 2019 meeting and recommended approval. Staff recommends approval of the requests.

Notice of the January 9, 2020 public hearing was advertised in the News Herald on December 23, 2019. If the Council approves first reading of the Ordinance, it will be transmitted to various state agencies for review and comment. The Ordinance will return to the Council in the Spring for a second public hearing and reading once all comments have been received and considered.

ORDINANCE NO 1511

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE "2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF THE ST. JOE COMPANY TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED USE; DESIGNATING FOR MIXED LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 81.9 ACRES; SAID PARCEL LOCATED ALONG THE WEST SIDE OF HIGHWAY 79 AT THE NORTHERN CITY BOUNDARY, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; THE PARCEL IS A PORTION OF PARCEL ID 32720-010-000; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCEL FOR MIXED LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, The St. Joe Company (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 11, 2019, and recommended approval of the request; and

WHEREAS, on January 9, 2020, the City Council conducted a properly noticed transmittal hearing as required by Section 163.3184, Florida Statutes, and on _____, transmitted the proposed designation to the Florida Department of Economic Opportunity; and

WHEREAS, on _____ as required by Section 163.3184, Florida Statutes, the City Council conducted a properly noticed adoption hearing and adopted this Ordinance in the course of that hearing; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designation for the subject parcel has 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 Mixed land use under the Comprehensive Plan, to wit,

SEE ATTACHED AND INCORPORATED EXHIBIT "A"
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 ____ day of _____, 2020.

Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

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

Mike Thomas, Mayor

PUBLISHED in the Panama City News Herald on the 23rd day of December, 2019, and the _____ th day of _____, 2020.

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

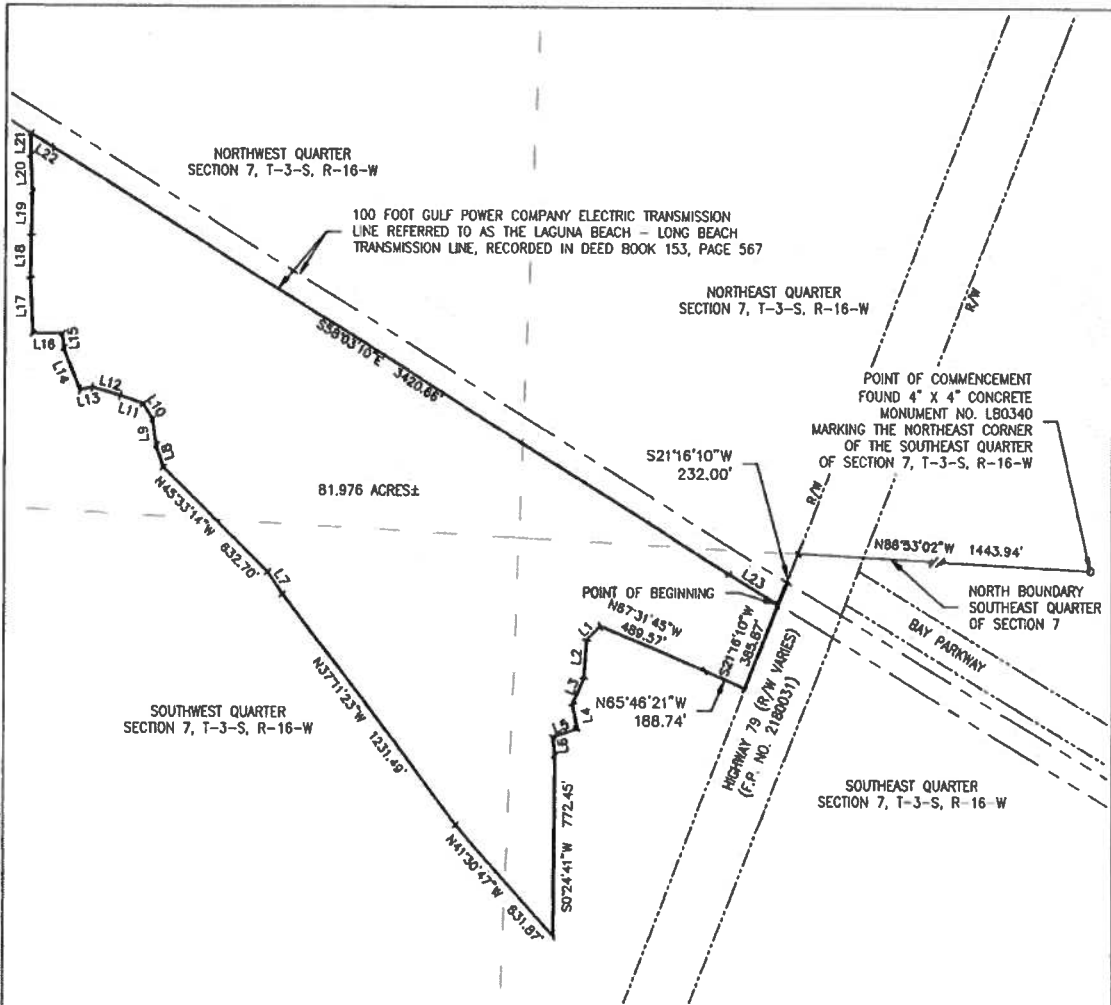
Mary Jan Bossert, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 86 DEGREES 53 MINUTES 02 SECONDS WEST, ALONG THE NORTH BOUNDARY LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 1,443.94 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 79 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT OF WAY MAP F.P. NO. 2180031 (SAID MAP ON BEING ON FILE AT F.D.O.T. DISTRICT 3 OFFICE IN CHIPLEY FLORIDA); THENCE SOUTH 21 DEGREES 16 MINUTES 10 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 232.00 FEET TO A POINT THE SOUTHWESTERLY RIGHT OF WAY LINE OF A 100 FOOT GULF POWER COMPANY ELECTRIC TRANSMISSION LINE REFERRED TO AS THE LAGUNA BEACH - LONG BEACH TRANSMISSION LINE AS RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 21 DEGREES 16 MINUTES 10 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 385.87 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE PROCEED NORTH 65 DEGREES 46 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 188.74 FEET; THENCE NORTH 67 DEGREES 31 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 489.57 FEET; THENCE SOUTH 44 DEGREES 22 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 83.64 FEET; THENCE SOUTH 03 DEGREES 46 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 163.29 FEET; THENCE SOUTH 23 DEGREES 34 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 120.52 FEET; THENCE SOUTH 10 DEGREES 50 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 107.82 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 107.82 FEET; THENCE SOUTH 06 DEGREES 13 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 78.30 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 41 SECONDS WEST, FOR A DISTANCE OF 772.45 FEET; THENCE NORTH 41 DEGREES 30 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 631.87 FEET; THENCE NORTH 37 DEGREES 11 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 1,231.49 FEET; THENCE NORTH 33 DEGREES 05 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 113.40 FEET; THENCE NORTH 45 DEGREES 33 MINUTES 14 SECONDS WEST, FOR A DISTANCE OF 632.70 FEET; THENCE NORTH 18 DEGREES 01 MINUTE 25 SECONDS WEST, FOR A DISTANCE OF 97.71 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 111.20 FEET; THENCE NORTH 31 DEGREES 45 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 78.04 FEET; THENCE NORTH 70 DEGREES 58 MINUTES 01 SECOND WEST, FOR A DISTANCE OF 103.44 FEET; THENCE NORTH 73 DEGREES 41 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 125.46 FEET; THENCE SOUTH 78 DEGREES 31 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF 51.72 FEET; THENCE NORTH 21 DEGREES 34 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 190.73 FEET; THENCE NORTH 04 DEGREES 28 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 63.25 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 127.33 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 15 SECONDS WEST, FOR A DISTANCE OF 237.44 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 03 SECONDS EAST, FOR A DISTANCE OF 183.10 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 02 SECONDS EAST, FOR A DISTANCE OF 184.77 FEET; THENCE NORTH 02 DEGREES 44 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 159.79 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 91.61 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF A 100 FOOT GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY AS FOLLOWS: SOUTH 58 DEGREES 03 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 111.66 FEET; THENCE CONTINUE SOUTH 58 DEGREES 03 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 3,420.86 FEET; THENCE SOUTH 58 DEGREES 39 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 247.24 FEET TO THE POINT OF BEGINNING. CONTAINING 81.976 ACRES, MORE OR LESS.



| Line Table | | |
|------------|-------------|--------|
| Line # | Bearing | Length |
| L1 | S44°22'45"W | 83.64 |
| L2 | S3°46'40"W | 163.29 |
| L3 | S23°34'36"W | 120.52 |
| L4 | S10°50'35"E | 107.82 |
| L5 | S71°31'44"W | 107.82 |
| L6 | S6°13'49"E | 78.30 |
| L7 | N33°05'31"W | 113.40 |
| L8 | N18°01'25"W | 97.71 |
| L9 | N7°59'25"W | 111.20 |
| L10 | N31°45'35"W | 78.04 |
| L11 | N70°58'01"W | 103.44 |

| Line Table | | |
|------------|-------------|--------|
| Line # | Bearing | Length |
| L12 | N73°41'36"W | 125.46 |
| L13 | S78°31'22"W | 51.72 |
| L14 | N21°34'06"W | 190.73 |
| L15 | N4°28'07"W | 63.25 |
| L16 | S89°41'32"W | 127.33 |
| L17 | N2°48'15"W | 237.44 |
| L18 | N0°57'03"E | 183.10 |
| L19 | N0°57'02"E | 184.77 |
| L20 | N2°44'31"W | 159.79 |
| L21 | N0°18'11"E | 91.61 |
| L22 | S58°03'10"E | 111.66 |
| L23 | S58°39'10"E | 247.24 |

LEGEND:
 R/W = RIGHT OF WAY
 - - - = LINE NOT TO SCALE
 T-3-S = TOWNSHIP 3 SOUTH
 R-16-W = RANGE 16 WEST



"NOT VALID WITHOUT ATTACHED DESCRIPTION"

| | |
|---|-------------|
| DAVID JON BARTLETT, P.S.M. DATE SIGNED | |
| PROFESSIONAL SURVEYOR & MAPPER No. LS4018 | |
| DRAWING DATE: | PROJECT NO. |
| 11-19-2019 | 50119713 |
| BY: | |
| DJB | |
| APPROVED BY: | |
| JG | S1 |

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 DEWBERRY ENGINEERS INC
 203 ABERDEEN PARKWAY
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 CERTIFICATE OF AUTHORIZATION NO. LB 0011

| | | |
|--------------------------|----------------|----------------|
| SKETCH OF DESCRIPTION | | |
| SECTION 7, T-3-S, R-16-W | | |
| BAY COUNTY, FLORIDA | | |
| FB/PG: N.A. | FLD DATE: N.A. | SCALE: 1"=600' |

AGENDA ITEM # 17

REGULAR ITEM

18



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
JANUARY 9, 2020

3. REQUESTED MOTION/ACTION:
HOLD PUBLIC HEARING AND FIRST READING ON ORDINANCE 1512 AMENDING THE ZONING MAP FROM R-1A TO PUD FOR 81.9 ACRES LOCATED ALONG THE WEST SIDE OF HIGHWAY 79.

4. AGENDA

| | |
|----------------|-------------------------------------|
| PRESENTATION | <input type="checkbox"/> |
| PUBLIC HEARING | <input checked="" type="checkbox"/> |
| CONSENT | <input type="checkbox"/> |
| REGULAR | <input checked="" type="checkbox"/> |

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The 81 acre parcel that is subject to the proposed amendment is owned by the St. Joe Company, and is a portion of a larger 281 acre parcel. The larger parcel is already designated as PUD on the City's Zoning Map, and approval of the request will allow the St. Joe Company to unify the development under one Master Planned PUD.

The Planning Board considered the request at their December 11, 2019 meeting and recommended approval. Staff recommends approval of the requests.

Notice of the January 9, 2020 public hearing was advertised in the News Herald on December 23, 2019. If the Council approves first reading of the Ordinance, it will be transmitted to various state agencies for review and comment. The Ordinance will return to the Council in the Spring for a second public hearing and reading, in conjunction with Ordinance 1511.

ORDINANCE NO 1512

AN ORDINANCE REZONING FROM R1-A TO PLANNED UNIT DEVELOPMENT (PUD) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 81.9 ACRES; LOCATED ALONG THE WEST SIDE OF HIGHWAY 79 AT THE NORTHERN CITY BOUNDARY, A PORTION OF PARCEL ID 32720-010-000, 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, The St. Joe Company, 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 R1-A to Planned Unit Development (PUD); 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 11, 2019, and recommended approval of the request; and

WHEREAS, the City Council conducted public hearings on January 9, 2020 and _____; and

WHEREAS, after consideration of staff's evidence adduced in a properly advertised public hearing conducted on _____, 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 R1-A to Planned Unit Development (PUD),

SEE ATTACHED AND INCORPORATED EXHIBIT "A"
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 1511 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 _____, 2020.

Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

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

Mike Thomas, Mayor

PUBLISHED in the Panama City News Herald on the 23rd day of December, 2019, and the _____.

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

Mary Jan Bossert, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 86 DEGREES 53 MINUTES 02 SECONDS WEST, ALONG THE NORTH BOUNDARY LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 1,443.94 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 79 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT OF WAY MAP F.P. NO. 2180031 (SAID MAP ON BEING ON FILE AT F.D.O.T. DISTRICT 3 OFFICE IN CHIPLEY FLORIDA); THENCE SOUTH 21 DEGREES 16 MINUTES 10 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 232.00 FEET TO A POINT THE SOUTHWESTERLY RIGHT OF WAY LINE OF A 100 FOOT GULF POWER COMPANY ELECTRIC TRANSMISSION LINE REFERRED TO AS THE LAGUNA BEACH - LONG BEACH TRANSMISSION LINE AS RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 21 DEGREES 16 MINUTES 10 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 385.87 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE PROCEED NORTH 65 DEGREES 46 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 188.74 FEET; THENCE NORTH 67 DEGREES 31 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 489.57 FEET; THENCE SOUTH 44 DEGREES 22 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 83.64 FEET; THENCE SOUTH 03 DEGREES 46 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 163.29 FEET; THENCE SOUTH 23 DEGREES 34 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 120.52 FEET; THENCE SOUTH 10 DEGREES 50 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 107.82 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 107.82 FEET; THENCE SOUTH 06 DEGREES 13 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 78.30 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 41 SECONDS WEST, FOR A DISTANCE OF 772.45 FEET; THENCE NORTH 41 DEGREES 30 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 631.87 FEET; THENCE NORTH 37 DEGREES 11 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 1,231.49 FEET; THENCE NORTH 33 DEGREES 05 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 113.40 FEET; THENCE NORTH 45 DEGREES 33 MINUTES 14 SECONDS WEST, FOR A DISTANCE OF 632.70 FEET; THENCE NORTH 18 DEGREES 01 MINUTE 25 SECONDS WEST, FOR A DISTANCE OF 97.71 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 111.20 FEET; THENCE NORTH 31 DEGREES 45 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 78.04 FEET; THENCE NORTH 70 DEGREES 58 MINUTES 01 SECOND WEST, FOR A DISTANCE OF 103.44 FEET; THENCE NORTH 73 DEGREES 41 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 125.46 FEET; THENCE SOUTH 78 DEGREES 31 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF 51.72 FEET; THENCE NORTH 21 DEGREES 34 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 190.73 FEET; THENCE NORTH 04 DEGREES 28 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 63.25 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 127.33 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 15 SECONDS WEST, FOR A DISTANCE OF 237.44 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 03 SECONDS EAST, FOR A DISTANCE OF 183.10 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 02 SECONDS EAST, FOR A DISTANCE OF 184.77 FEET; THENCE NORTH 02 DEGREES 44 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 159.79 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 91.61 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF A 100 FOOT GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY AS FOLLOWS: SOUTH 58 DEGREES 03 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 111.66 FEET; THENCE CONTINUE SOUTH 58 DEGREES 03 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 3,420.66 FEET; THENCE SOUTH 58 DEGREES 39 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 247.24 FEET TO THE POINT OF BEGINNING.
CONTAINING 81.976 ACRES, MORE OR LESS.

REGULAR ITEM

19



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
January 9, 2020

3. REQUESTED MOTION/ACTION:
Consider first reading of Ordinance 1513, the annual update to the Capital Improvements Schedule of the Comprehensive Plan.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

An annual update of the City's Capital Improvement Schedule is required by Section 163.3177(3)(b), Florida Statutes. The Capital Improvements Schedule is required to show only those projects necessary to maintain the adopted levels of service established in the City's Comprehensive Plan.

The Planning Board considered the update on December 11, 2019, and recommended approval. If approved after first reading, the ordinance will be scheduled for public hearing and second reading on February 13, 2020.

ORDINANCE NO. 1513

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

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

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

WHEREAS, the Panama City Beach Planning Board reviewed the amendment request on December 11, 2019 and recommended approval; and

WHEREAS, on February 13, 2020, the City Council conducted a properly noticed hearing to consider the updates to the schedule of Capital Improvements, and adopted this Ordinance during that hearing.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE

CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The attached Capital Improvements Schedule for planning improvements within the years 2020 through 2025 is hereby adopted.

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

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

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

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

Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

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

MAYOR

Ordinance No. 1513
Page 2 of 3

AGENDA ITEM # 19

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

POSTED AT www.pcbgov.com on _____

Mary Jan Bossert, City Clerk

CAPITAL IMPROVEMENTS SCHEDULE

City of Panama City Beach FY 19/20

| Traffic Circulation | | Funding Source | Current Status | FY 19-20 | FY 20-21 | 21-22 | 22-23 | Beyond 23-24 |
|---------------------|---|------------------------|---|-----------|-------------|-------------|-------|--------------|
| 1. | Clarence Av. Road Widening with sidewalks. Improve various street surfaces and shoulders | Gas Tax | on-going | \$500,000 | | | | |
| 2. | Alf Coleman Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA | \$26,000,000 total cost \$7,400,000 spent to date | \$770,000 | \$847,400 | | | \$16,982,600 |
| 3. | N. Thomas Drive -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA | \$990,000 spent to date \$31,000,000 total cost | | | | | \$30,010,000 |
| 4. | Hill Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA | \$160,900 spent to date \$16,500,000 total cost | | | | | \$16,339,100 |
| 5. | Powell Adams Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA Prop. Share | Seg. I Completed \$3,000,000 \$8,000,000 total cost for Seg. II | \$995,000 | \$2,100,000 | \$2,750,300 | | \$2,845,300 |

EXHIBIT A

AGENDA ITEM # 19

| Traffic Circulation | | Funding Source | Current Status | FY 19-20 | FY 20-21 | 21-22 | 22-23 | Beyond 23-24 |
|---------------------|---|--|---|-------------|----------|-------|-------|-----------------|
| 6. | S. Thomas Drive -public transit system -ped/bic improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA | Construction completed in '13 \$14,230,000 total cost | | | | | |
| 7. | Clara Avenue -4 lane widening -ped/bic improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA | \$124,000 spent to date \$22,000,000 total cost | | | | | \$21,876,000.00 |
| 8. | Front Beach Road Segment 1 (S. Thomas to N. Thomas Drive) -public transit system -ped/bic improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA Part of South Thomas Dr. project #6 | Construction completed in '13 \$11,130,000 total cost | | | | | |
| 9. | Front Beach Road Segment 2 (Jackson Blvd. to S. Thomas) -public transit system -ped/bic improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA | Spent to date \$9,600,000 | \$1,500,000 | | | | |

| Traffic Circulation | | Funding Source | Current Status | FY 19-20 | FY 20-21 | 21-22 | 22-23 | Beyond 23-24 |
|---------------------|---|--|--|--------------------------|-------------|-------------|-------|--------------|
| 10 | Front Beach Road Segment 3 (State Road 79 to Lullwater Dr) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA FDOT Prop. Share | Design Const. and Util. CE&I and Post Design \$630,000 Spent to date \$24,000,000 total cost. | \$7,750,000 | \$8,000,000 | \$7,620,000 | | |
| 11. | S. Arnold Road (SR 79) -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA TRIP funding FDOT FDOT 5-Year Work Program | TRIP funding granted for PDE \$1,185,013 spent to date \$15,000,000 total cost | Included in Segment 3 | | | | \$13,814,987 |
| 12. | Front Beach Road Segment 4.1 (Lullwater Dr. to Hill Rd.) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA | Design Right of Way, construct | \$760,000 | \$760,000 | \$6,227,000 | | \$10,342,525 |
| 13. | Front Beach Road Segment 4.2 (Hill Rd. to Hutchison Blvd.) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA | Design Right of Way, construct. | | | | | \$1,000,000 |

| Traffic Circulation | | Funding Source | Current Status | FY 19-20 | FY 20-21 | 21-22 | 22-23 | Beyond 23-24 |
|---------------------|---|-----------------------------|--|--------------|-----------|-----------|-----------|--------------|
| 14. | Front Beach Road Segment 4.3 (Hutchison Blvd. to R Jackson) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand) | FBR-CRA | Design Right of Way, construct | | | | | \$100,000 |
| 15. | Cobb Road -ped/bic. Improvements -landscaping -streetscaping | FBR-CRA | No activity to date \$13,000,000 total cost | | | | | \$13,000,000 |
| 16. | Nautilus Street -landscaping -streetscaping | FBR-CRA | \$15,000,000 total cost | | | | | \$15,000,000 |
| 17. | North Thomas Drive Parking Lot | FBR-CRA Prop. Share | \$5,250,000 spent Parking lot stabilized | | | | | |
| 18. | Multimodal Center West | FBR-CRA | No Activity to date | | | | | |
| 19. | Bay Parkway Phase 1 -Colony Club Connector Road -Bay Parkway Phase 2 | | Construction Complete \$3,600,000 \$800,000 | \$11,000,000 | | | | |
| 20. | PCB Parkway(Nautilus to Jackson) Add Lanes Reconstruct | FDOT 5-Year Work Program | Preliminary Design Engineering | \$2,828,500 | | | | Ongoing |
| 21. | PCB Parkway (Mandy Lane to Thomas Dr.) | FDOT 5-Year Work Program | Preliminary Design PD&E Study | \$4,874 | | | | Ongoing |
| 22. | ITS Improvements | FDOT 5-Year Work Program | | \$450,000 | \$450,000 | \$500,000 | \$500,000 | Ongoing |
| | | | | | | | | |

| Traffic Circulation | | Funding Source | Current Status | FY 19-20 | FY 20-21 | 21-22 | 22-23 | Beyond 23-24 |
|---------------------|--|--------------------------|----------------|----------|----------|-------|-------|--------------|
| 23 | West Bay Parkway from Walton County to SR 79 (needed to meet future demand) | FDOT 5-Year Work Program | PD&E Study | \$1,041 | | | | Ongoing |

| Recreation & Open Space | | Funding Source | Current Status | FY 19-20 | FY 20-21 | 21-22 | | |
|-------------------------|--|--|---|--|----------|-------|--|--|
| 24. | Multi Use Path/Trail From East Side of Trieste Subdiv. Breakfast Point Subdivision Phase 2 - From Sports Complex to Wildwood Road | City Matching Funds & Sun Trail Grant City Matching Funds & Sun Trail Grant | Design Complete \$108,464 City Design Started | Construction \$904,716 FDOT \$133,315 City \$160,430 City | | | | |

| Schools | | | | | | | | |
|---------|-------------------------------|--------------|--|--|--|--|--|--|
| 25. | See Note #2 at end of report. | School Board | | | | | | |

| Potable Water, Wastewater, and Reuse | | Funding Source | Current Status | FY 19-20 | FY 20-21 | 21-22 | 22-23 | Beyond 23-24 |
|--------------------------------------|------------------------------------|----------------|----------------------------------|-------------|----------|-----------|-----------|--------------|
| Potable Water | | | | | | | | |
| 26. | Bid-A-Wee Water Main Replacements | Utility | \$1,322,615 Balance to Finish | \$1,322,615 | | | | |
| 27. | System Extensions & Loops | Utility | \$2,185,000 Balance to Finish | | | \$550,000 | \$550,000 | \$1,085,000 |
| 28. | Bay Parkway to Neutilus Water Main | Utility | \$280,000 Balance to Finish | \$280,000 | | | | |

| Potable Water, Wastewater, and Reuse | | Funding Source | Current Status | FY 19-20 | FY 20-21 | FY 21-22 | FY 22-23 | Beyond 23-24 |
|--------------------------------------|--|--------------------------------|--|-------------|-------------|-------------|-------------|--------------|
| Wastewater and Reuse | | | | | | | | |
| 29 | New Wastewater Treatment Plant 4 MOD Phase 1 | Utility | \$49,015,000 <i>Balance to Finish</i> | | | | \$750,000 | \$48,265,000 |
| 30 | Bay Parkway to Nautilus Forcemain and Reclaimed Mains | Utility | \$4,401,675 <i>Balance to Finish</i> | \$2,500,000 | \$1,901,675 | | | |
| 31 | Lift Station #73 Cobb Rd. Replacement | Utility | \$2,687,500 <i>Balance to Finish</i> | \$500,000 | \$2,187,500 | | | |
| 32 | SR 79 Reclaimed Transmission Main | Utility | \$2,886,000 <i>Balance to Finish</i> | | | \$800,000 | \$2,086,000 | |
| 33 | Lift Station # 4 Driftwood. Replacement | Utility | \$5,010,000 <i>Balance to Finish</i> | \$650,000 | \$2,994,300 | \$1,365,700 | | |
| 34 | Waste / Reclaimed System extensions / loops | Utility | \$1,380,000 <i>Balance to Finish</i> | | | \$350,000 | \$350,000 | \$680,000 |
| Stormwater Improvements | | | | | | | | |
| 35 | Stormwater Improvements | Stormwater Utility Assessments | | \$1,744,448 | \$772,000 | \$1,077,000 | \$527,000 | \$1,050,000 |
| Prop. Share Projects | | Funding Source | Current Status | | | | | |
| 1. | US 98 Int. w/ Hill Rd. and US 98 Int. w/ Clara Avenue (needed to meet future demand) | Seahaven Prop. Share | \$300,000 based on trip triggers | | | | | |
| 2. | US 98-Hill Rd. 6-laning (needed to meet future demand) | Seahaven Prop. Share | \$1,350,000 (trip triggers) | | | | | |
| 3. | US 98-Clara Ave. 6-laning (needed to meet future demand) | Seahaven Prop. Share | \$1,350,000 (trip triggers) | | | | | |
| 4. | PD&E for US 98 from SR 79 to Thomas Drive flyover (needed to meet future demand) | Seahaven Prop. Share | \$2,000,000 (trip triggers) | | | | | |

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

- Notes**
1. The City of Panama City Beach hereby adopts by reference the most current 5-year Schedule of Improvements as adopted by the FDOT, District 3 and the Bay County TPO.
 2. The City of Panama City Beach hereby adopts by reference the Bay County School District's 2019-2020 Work Plan.
 3. The FBR-CRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 19/20 is approximately \$11,000,000.
 4. The City of Panama City Beach will coordinate with the most current Water Supply Plan as formally adopted by the Northwest Florida Water Management District.

REGULAR ITEM

20



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PLANNING

2. MEETING DATE:
JANUARY 9, 2020

3. REQUESTED MOTION/ACTION:
CONSIDER FIRST READING OF AN ORDINANCE AMENDING THE REAR SETBACK REQUIREMENTS IN R-3 ZONING DISTRICTS

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City's current regulations for rear setbacks in R-3 districts require a larger setback when such development is adjacent to other non-residential uses. Staff has determined that these rear setback standards for R-3 are backwards, and recommends that the LDC be amended to require a larger setback when such development is adjacent to residential uses. Staff believes the current R-3 setbacks reflected in Table 4.02.02A to be the result of a scrivener's error, and has initiated this LDC amendment to correct it.

The Planning Board considered the proposed amendment at their meeting on December 11, 2019 and recommended approval.

If the Council approves first reading of this Ordinance, staff will prepare notice of a public hearing and second reading for February 13, 2020.

ORDINANCE NO. 1514

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; AMENDING TABLE 4.02.02A RELATING TO THE REAR SETBACKS APPLICABLE IN R-3 ZONING DISTRICTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City's current regulations for rear setbacks in R-3 districts require a larger setback when such development is adjacent to other non-residential uses; and

WHEREAS, staff finds these rear setback standards for R-3 to be in error, and recommends that the LDC be amended to require a larger setback when such development is adjacent to residential uses.

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

SECTION 1. From and after the effective date of this ordinance, Table 4.02.02A of the Land Development Code of the City of Panama City Beach related to Unified Development in Multiple Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

4.02.02 Dimensional Standards for Zoning Districts

...

H. Building Height, Setback and Coverage Requirements

1. **Building** location is determined by the **Setback** standards from the property line on the front, sides and rear of the property. Table 4.02.02.A sets forth the **Setback** requirements, along with the maximum **Building Height** for each zoning district. These

provisions are modified for FBO districts pursuant to Section **Error! Reference source not found.**

2. Every part of the required **Setback area** shall be open from its lowest point to the sky, unobstructed except for the customary projection of sills, belts, courses, **Cornices**, ornamental features, and **Eaves** that do not extend more than three (3) feet into the setback area; approved **Accessory Buildings**; and fencing. Open or enclosed fire escapes, outside stairways, balconies, chimneys, flues, generators or other projections shall not extend into any required **Setback area**, except that uncovered steps may project not more than three (3) feet into any required **Setback** area. Air conditioner/heat pumps shall be located the lesser of the **Setback** for the principal **Building** or five (5) feet from the property line. Underground improvements are not subject to **Setback** requirements.
3. **Building Height** shall be measured from the highest crown (highest point in the vehicular area of the right of way) of an abutting street to the highest point of the ceiling in the highest habitable **Story**.
4. **Roof** pitches greater than 12:12 (twelve feet of rise for twelve horizontal feet), height are prohibited.
5. Nothing shall extend above the ridgeline except chimneys, cupolas, steeples, parapets, antennas, mechanical equipment and elevator equipment. Within the AR zoning district, height limitations shall not apply to silos.
6. Within commercial districts, there shall be no projection of sills, belts, courses ornamental features or **Eaves** over any public right-of-way.

Table 4.02.02.A: Building Height and Setback Standards

| Zoning District | Maximum Building Height (in feet) ^{6/} Without/ With Incentives | Minimum Setbacks from Property Lines (in feet) | | | | | |
|-----------------|--|--|------------------|---|-----------------|-------------------------------|---|
| | | Front | Side | Side Adjacent to Street | Rear | Side Adjacent to Street | Rear |
| AR | 35 | 25 | 50 ¹ | | 50 ¹ | | 50 |
| R-1a | 35 | 30 | 12 | | 25 | | 30 |
| R-1b | 35 | 25 | 7.5 | | 20 | | 25 |
| R-1c | 35 | 20 | 5 | | 15 | | 20 |
| R-1cT | 35 | 20 | 5 | | 15 | | 20 |
| R-O | 35 | 20 | 0 ^{1,2} | | 10 ¹ | | 20 |
| RTH | 35 | 25 | 7.5 | | 15 | | 20 |
| R-2 | 35 | 25 | 5 ¹ | | 15 | | 25 |
| | | | General | Adjacent Residential Districts Above ⁵ | | General | Adjacent Residential Districts Above ⁵ |
| R-3 | 55 | 25 | 5 ¹ | 15 | 15 ⁴ | 15 ²⁵ ³ | 25 ³ +5 |
| CL | 35 | 25 | 5 ¹ | 15 | 15 | 10 | 15 |
| CM | 55 | 25 | 5 ¹ | 15 | 15 ⁴ | 10 ³ | 15 |
| CH | 65 | 25 | 5 ¹ | 15 | 15 ⁴ | 10 ³ | 15 |
| M-1 | 55 | 25 | 5 ¹ | 15 | 5 ¹ | 5 ³ | 15 |
| C | 10 | 25 | 5 ¹ | 15 | 15 | 10 | 15 |
| R | 55 | 25 | 5 ¹ | 15 | 15 ⁴ | 10 ³ | 15 |
| PF | 55 | 25 | 5 ¹ | 15 | 15 ⁴ | 10 ³ | 15 |

¹ The **Side Yard Setbacks** shown apply to one-story **Buildings**. For each story above the first story, the **Side Yard Setback** shall increase 2.5 feet.

² A zero **Side Yard Setback** is allowed, but shall apply to only one **Side Yard**. The second **Side Yard** shall have a **Setback** of eight (8) feet.

³ The minimum **Rear Yard Setback** shall increase four (4) feet for each **Story** above the third story. In the M-1 district the **Rear Yard Setback** shall increase six and one-half (6.5) feet for every **Story** above the first **Story**.

⁴ The minimum **Side Street Setback** shown applies to 1-3 story **Buildings**. For each **Story** above the third **Story**, the **Side Street Setback** shall increase 2.5 feet.

⁵ The minimum **Setback** for a **Side** or **Rear Yard**, adjacent to an R-2 district or above (R-2 through AR), shall be as shown in the table. For each **Story** above the first, such **Side** and **Rear Yard**

Setback shall increase by one (1) foot for every foot of height beginning at fifteen (15) feet from the side or rear property line as applicable.

⁶ Maximum height may be affected by **Setback** or overlay district requirements.

7. Within the **Residential** subdivisions listed below that are located outside an FBO district, no permit shall be issued for a three (3) Story dwelling or a dwelling exceeding twenty (20) feet in **Building Height** until at least thirty (30) percent of the lots in the subdivision have been developed with two (2) story dwellings. This provision does not apply to the portions of the following subdivisions located within an FBO district:

- | | |
|--|---|
| Miramar Beach Area - All R-1C zoned areas in the following subdivisions: | Colony Club Area - All property zoned as R-1A in the following subdivisions: |
| <ul style="list-style-type: none">• Miramar Heights Subdivision• Wells Gulf Beach Estates• Miramar Beach 1st Addition | <ul style="list-style-type: none">• Greens West• Bay West Estates Unit 1• Colony Club Subdivision Phase 1• Trieste Phase 2• North Colony Club Estates Phase 1• Trieste• Colony Club Harbour Phases 1, 2, and 3• All unrecorded lots in the Colony Club area. |
| Palmetto Trace - All phases. | |
| Summerwood - All phases. | |
| Summerbreeze Subdivision - All phases | The Glades Area - All property zoned as R-1B or R-O in the following subdivisions: |
| Gulf Highlands, Unit 2 - All R-1B zoned areas. | <ul style="list-style-type: none">• The Glades and The Glades Phase II• Tierra Verde and Tierra Verde Phase II• Glades unrecorded addition |
| Open Sands - All R-1C zoned areas including the Pura Vida unrecorded subdivision. | Bid-A-Wee Beach Area - All property zoned as R-1C or R-O in the following subdivisions: |
| Gulf Highlands Subdivision - All R-1B or R-1C zoned areas. | <ul style="list-style-type: none">• Seclusion Beach• North Bid-A-Wee 1st Addition• North Bid-A-Wee Beach• Reflections• Bid-A-Wee Beach 1st Addition• Bahama Beach and Bahama Beach 1st Addition• Daugette Addition to Bahama Beach• Fernwood Park• Gardenia Beach• Hearn's Addition to Bahama Beach• Hutchison's 1st Addition and 2nd Addition• Leary's 2nd Addition |
| El Centro Beach Area - All R-1C zoned areas in the following subdivisions: | |
| <ul style="list-style-type: none">• El Centro Beach• Diamond Head Section of Lakeside By The Gulf• Crown Point Section of Lakeside By The Gulf | |

(Ord. #1340, 4/9/15; Ord #1475, 12/13/18)

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

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 20__.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this _____ day of _____, 20__.

MAYOR

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

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

REGULAR ITEM

21



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PLANNING

2. MEETING DATE:

JANUARY 9, 2020

3. REQUESTED MOTION/ACTION:

CONSIDER FIRST READING OF ORDINANCE AMENDING THE HEIGHTS AT WHICH THE CITY'S PODIUM STANDARDS APPLY

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

IN DECEMBER 2018, THE CITY COUNCIL ADOPTED ORDINANCE 1475 WHICH REMOVED THE AVAILABILITY OF HEIGHT INCENTIVES AND SET MAXIMUM HEIGHTS IN THE FRONT BEACH OVERLAY DISTRICTS. AS A RESULT, THE PODIUM STANDARDS ESTABLISHED FOR FBO 2 AND 3 DISTRICTS NEED TO BE MODIFIED TO ESTABLISH NEW HEIGHTS AT WHICH THE PODIUMS SHOULD BEGIN.

THE PLANNING BOARD CONSIDERED THIS AMENDMENT ON MAY 8, 2019 AND RECOMMENDED APPROVAL. STAFF RECOMMENDS APPROVAL.

IF THE COUNCIL APPROVES THIS ORDINANCE AT ITS FIRST READING, STAFF WILL PREPARE NOTICE OF A SECOND READING AND PUBLIC HEARING FOR FEBRUARY 13, 2020.

ORDINANCE NO. 1515

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO PODIUM STANDARDS; REVISING THE HEIGHTS AT WHICH THE PODIUM SHALL BE REQUIRED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on December 14, 2018, the City adopted Ordinance 1475, which eliminated the availability of height incentives and confirmed maximum heights in the Front Beach Overlay Districts; and

WHEREAS, the City's podium standards need to be modified to reflect the new height in which those standards are to be applicable.

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, Table 7.02.03 I of the Land Development Code of the City of Panama City Beach related to Building Height and Podium Standards in the Front Beach Overlay Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

7.02.03 Front Beach Overlay Districts

...

H. Building Height and Podium Standards

1. Table 7.02.03.H establishes the minimum and maximum **Heights for Buildings** in each of the FBO districts in terms of feet.
2. **Error! Not a valid bookmark self-reference.** establishes standards for upper **Stories** that are built on top of the **Building** podium or base **Stories**, which are defined in terms of

Ordinance 1515

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AGENDA ITEM # 21

maximum feet (**Stories**). Illustrations following the exhibit are conceptual only and are not intended to mandate the position of upper **Stories** on the podium, provided, however that in the ~~FBO-3~~ and FBO-4 districts, the side **Setbacks** shall be increased by at least fifteen (15) feet above the lesser height of one hundred twenty (120) feet or ten (10) **Stories**.

3. In a FBO-2 or FBO-3 district, **Buildings** thirty-five (35) feet tall or taller shall be set back from an FBO-1 or **Single Family Residential** district at least one hundred (100) feet. Starting at a distance of one hundred (100) feet from the applicable district boundary, **Building Height** may be increased to forty-five (45) feet. Beyond two hundred (200) feet, **Building Height in an FBO-3 district** may be increased from forty-five (45) feet by one (1) foot for every one (1) foot increase in **Setback**. See Figure 7.02.03.A.
4. In the FBO-1 district, **Buildings** may extend an additional ten (10) feet beyond the total height allowed in this section provided that the portion of the **Building** exceeding the total height includes a tower room only. Tower rooms are restricted to a maximum of one hundred (100) square feet in area, excluding stairwells.
5. In the FBO-1 district, the width of the building above the second **Story** shall be not be greater than seventy-five (75) percent of the width of the **Ground Story**. Width of each **Story** shall be measured at the widest part of the applicable **Story** parallel to the shoreline of the Gulf of Mexico. The provisions of this paragraph and Table 7.02.03.I shall not apply to lots that are narrower than fifty-five (55) feet, as measured perpendicular to the lot's primary frontage road.

(Ord. #1426, 11/9/17; Ord. #1446, 2/22/18)

Table 7.02.03.H: Minimum and Maximum Building Heights (in feet)

| | FBO-1 | FBO-2 | FBO-3 | FBO-4 |
|---------|-------|-------|-------|-------|
| Minimum | 12 | 14 | 14 | 14 |
| Maximum | 35 | 45 | 75 | 150 |

Notes:

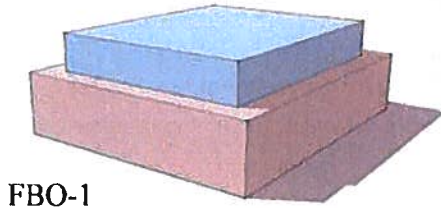
- 1: **Height** shall be measured in accordance with section **Error! Reference source not found.**
- 2: The maximum height may be limited in the FBO-2 or FBO-3 district by the provisions of section 1.02.01A.3.

Table 7.02.03.I: Podium Standards

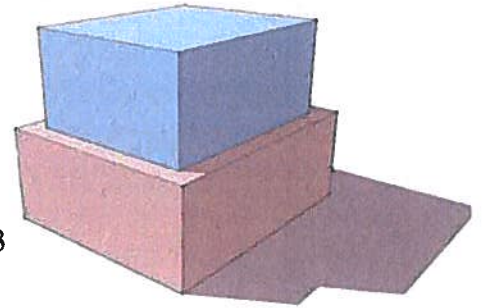
| Zone | Building Can Occupy No More Than 75% of the Ground Floor Building Footprint Above the Lesser of: |
|-------|---|
| FBO-1 | 25 feet or 2 Stories |
| FBO-2 | 35 45 feet or three four Stories |

| | |
|-------|------------------------------------|
| FBO-3 | 55 ±20 feet or 5 ±0 Stories |
| FBO-4 | 120 feet or 10 Stories |

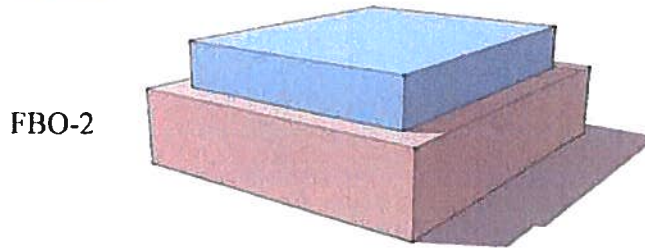
Podium and Upper Story Illustrations



FBO-1

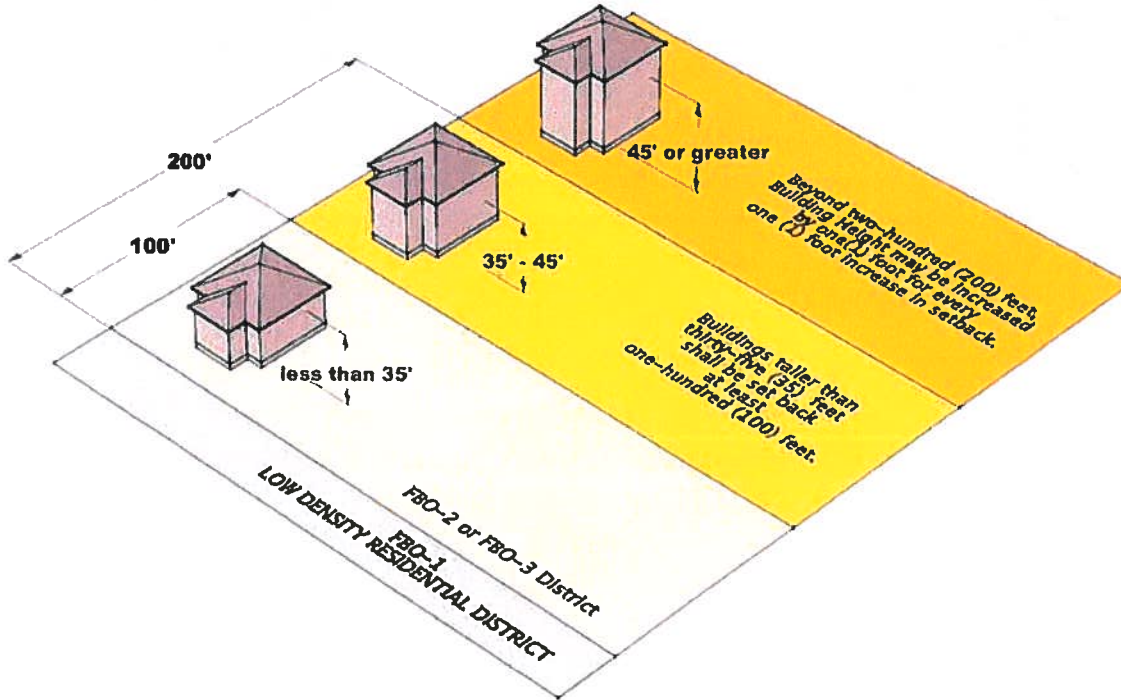


FBO-3



FBO-2

Figure 7.02.03.A: Setbacks for Buildings Taller Than 35 Feet



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

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

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or convenient.

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

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

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

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