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: JULY 26, 2018
MEETING TIME: 9:00 A.M.

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION- PASTOR RAMON DUVALL OF THE BEACHSIDE FELLOWSHIP CHURCH

III. PLEDGE OF ALLEGIANCE- COUNCILMAN MCCONNELL

IV. COMMUNITY ANNOUNCEMENTS

V. APPROVAL OF THE MINUTES OF THE SPECIAL MEETING FOR CALA DEVELOPMENT GROUP HEIGHT INCENTIVE APPLICATION OF JULY 12TH AND REGULAR MEETING OF JULY 12, 2018

VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

VII. PRESENTATIONS
1. "AMERICANS WITH DISABILITIES ACT" PROCLAMATION & PRESENTATION
2. "DUCK RACE FOR BEACH CARE SERVICES" PRESENTATION

VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)

IX. CONSENT AGENDA
1. "NATIONAL KOREAN WAR VETERANS ARMISTICE DAY" PROCLAMATION. "A Proclamation honoring July 27th as "National Korean War Veterans Armistice Day" in Panama City Beach."
2. ORDER 03-CU-18, DENIAL OF HEIGHT INCENTIVE REQUEST FOR 16515 FRONT BEACH ROAD, CALA DEVELOPMENT GROUP, LLC. "The City Council of the City of Panama City Beach, being fully advised in the premises and having held a public, legislative hearing on this matter on July 12, 2018, orders that the Applicant’s Height Incentive Request is hereby DENIED."
3. ORDER 03-PL-18, APPROVAL OF THE MOONRAKER PLAT. "After having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on July 12, 2018, the City Council orders that the subject request to subdivide the land is hereby GRANTED and the captioned plat of MOONRAKER is hereby APPROVED."
4. RESOLUTION 18-117, BID AWARD-2018 JANITORIAL SERVICES. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with TCS related to janitorial services for certain City buildings; and providing an effective date."
5. RESOLUTION 18-118, TASK ORDER #2018-02 DEWBERRY ENGINEERS, UTILITY ENGINEERING SERVICES FOR UTILITIES RELOCATION ALONG THOMAS DRIVE AND BEACH DRIVE. "A Resolution of the City of Panama City Beach, Florida, approving Task Order #2018-02 to the Master Services Agreement with Dewberry Engineers, Inc., related to the relocation of utilities along Thomas Drive and Beach Drive in the amount of $264,800; authorizing execution and providing an immediately effective date."
RESOLUTION 18-120, BID AWARD- THOMAS DRIVE MANHOLE REPLACEMENT PROJECT. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Royal American Construction Co., Inc., related to the Panama City Beach Thomas Drive Manhole Replacement Project in the amount of $448,862; authorizing execution and providing an immediately effective date."

RESOLUTION 18-121, ANNUAL WONDERWARE SOFTWARE SUPPORT RENEWAL FROM INSOURCE SOLUTIONS "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Insorce Solutions, relating to the purchase of the annual renewal of Wonderware Software License Support and Services in the amount of $24,696.38; and providing an effective date."

X. REGULAR AGENDA - DISCUSSION/ACTION

NO. OFFICIAL ITEM
1 DW ORDINANCE 1463, PROHIBITING LOITERING AND OTHER CERTAIN ACTIVITIES AT PUBLIC TRANSIT SHELTERS, 2ND READING, PUBLIC HEARING AND ADOPTION.
2 MG RESOLUTION 18-116, SALE OF SURPLUS CITY PROPERTY, 506 ARGONAUT ST.
3 MS RESOLUTION 18-119, RANKING OF FIRMS FOR CONTINUED ENGINEERING SERVICES FOR GENERAL WATER, SEWER, AND RECLAIMED UTILITIES.
4 AS RESOLUTION 18-122, EMERGENCY PURCHASE OF BLOWERS FOR WWTP.
5 MG PARKS & RECREATION BOARD APPOINTMENTS.

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 CITY COUNCIL COMMENTS
5 ADJOURN

PAUL CASTO _X_ PAUL CASTO _X_
PHIL CHESTER _X_ PHIL CHESTER _X_
GEOFF MCCONNELL _X_ GEOFF MCCONNELL _X_
HECTOR SOLIS _X_ HECTOR SOLIS _X_
MIKE THOMAS _X_ MIKE THOMAS _X_

Reg Mtg Agenda
July 26, 2018
I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.

City Clerk 7/20/18

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 following interested parties on: 7/24/18, 2 P.M.

<table>
<thead>
<tr>
<th>NEWS MEDIA</th>
<th>CONTACT</th>
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<tbody>
<tr>
<td>News Herald</td>
<td>Tyra Jackson</td>
</tr>
<tr>
<td>Bullet</td>
<td>Linda Lucas</td>
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<td>A. D. Whitehurst</td>
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<td>Clear Channel</td>
<td>Production Director</td>
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<td>Jeff Storey, GM</td>
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<td>Burnie Thompson</td>
<td>Burnie Thompson</td>
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NOTE: COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER “AGENDA PACKET”. THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND OUR FACEBOOK PAGE “CITY OF PANAMA CITY BEACH-GOVERNMENT”.

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, held on July 12, 2018.

ROLL
MAYOR MIKE THOMAS
COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
HECTOR SOLIS
CITY MANAGER:
MARIO GISBERT
CITY CLERK:
JO SMITH
CITY ATTORNEY:
DOUG SALE

Mayor Thomas called the Special Meeting to order at 5 P.M. with Council Members, City Manager, City Clerk and City Attorney present.

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

ITEM 1 APPLICATION FOR HEIGHT INCENTIVES FOR 16515 FRONT BEACH ROAD BY CALA DEVELOPMENT GROUP, LLC, PUBLIC HEARING.

Mr. Leonard began with the explanation of this height incentive application by Gala Development, asking to increase the building height from 35' to 45'. The property was zoned R-1C, located across from Dusty's Oyster Bar where mostly one-story and two-story buildings existed, with a scattering of three-story buildings. The Planning Board considered the request on May 14th and recommended approval five to one (5-1). Mr. Leonard explained the standard for granting height incentives was a finding a public benefit with these incentives. The applicant asked for three incentives, using Florida-friendly landscaping, architectural lighting and a metal roof. The applicant asked for the incentive in order to have more parking and turning movement because drivers may not back out onto Front Beach Road. The extra height would allow parking underneath the building. The building would have two habitable floors and the third more of an attic with a pitched roof.

Mr. Sale explained the Quasi-Judicial process and asked the Council members for their Jennings Disclosures. Councilman Casto said he knew the property location, did not know the applicant, and had spoken with Mr. Leonard and Mr. Silky about the same matters as outlined by Mr. Leonard today. Councilman Chester said he had spoken with Mr. Leonard, read the Planning Board Minutes, and knew the property's location. Mayor Thomas knew the property's location and had spoken to no one. Councilman McConnell said he knew the property's location and had spoken with no one. Councilman Solis said he knew the property's location and had spoken to no one. At this juncture, the witnesses were sworn.

Mr. Carl Allen introduced himself and explained the problem was parking. He explained they wanted to raise the floor to allow parking underneath the building. The goal was a six bedroom, six bathroom house, with a pitched roof and approximately 3,500 square feet and four parking places. Mr. Allen said the proposed changes would benefit the view and the area.
Councilman Solis said his concern was that a large 3,500 square feet house being used for events such as weddings which could regularly host 40 to 50 people. He said there would not be sufficient parking for numerous cars in that case. He said in the area around Dusty’s parking was very limited. He mentioned the Council’s direction to the Planning Board to remove height incentives. Councilman Solis many homes in the area are able to accommodate the intended uses without height incentive. Mr. Allen spoke of homes in the County similar to his vision which allowed greater building heights. Discussion ensued concerning setbacks and allowable square footage for the 50’ x 125’ lot. Due to maneuverability, the original plan only allowed 1.5 cars without the incentive. Mr. Allen explained the bottom floor would have a small shower area and staircase and agreed that the 2nd and 3rd floor could be approximately 3,200 square feet.

Councilman Casto stated that he agreed with Council Solis on his concerns about a mega-house. Councilman Casto and Mayor Thomas discussed if height incentives were legal or only if granted by the Council. Councilman Casto said most of that area was one and two-story houses, and parking was a nightmare. He felt the City would contribute to that nightmare if the additional height was approved. He added that he would support moving quickly to remove the incentives.

Mr. Allen said a majority of the homes were paved for additional parking, and a nearby house was being built with incentives. He continued that while the financial aspect was a concern, the functionality of getting onto the street was his main problem. He reminded that he was only allowed 1.5 parking spaces. A drawing of the proposed house with the incentives was displayed and Mr. Allen said the fourth story was not habitable, just a dormer and built-out attic space to avoid having a flat roof which was not desirable or architecturally attractive. The ground floor was only large enough to have a small sitting room, place for a shower, and stairs.

Councilman Chester said he thought it would be an improvement in that area and it would be open on the bottom on the left side of the house. Mayor Thomas said the City could not depend upon the house remaining open on the ground floor. He said the next thing would be a fence installed. He continued that he thought the current parking regulations were not good as he had never seen a .5 car. He said the smaller houses in that area normally had 6 to 7 cars daily parked out to the street and he believed that 4 parking spaces would not be enough for a 6 bedroom house. Mayor Thomas said he completely opposed height incentives because the City could not make him maintain the native grass, make him keep the reflective roof or remove the fourth floor if the incentives were not met. He said he thought the City was creating a problem up and down the beach by allowing incentives and it had to cease. He asked the other Council members if there were any further questions. There were none.

Mayor Thomas said he spoke of this issue at his first meeting and had been trying to make a change for the past two years. He said this was a horrible injustice of wasting time and money by continuing to allow incentives. Councilman McConnell made the motion to deny the request. Second was by Councilman Solis and the motion passed by majority roll call vote recorded as follows:

<table>
<thead>
<tr>
<th>Councilman Chester</th>
<th>Nay</th>
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<tbody>
<tr>
<td>Councilman McConnell</td>
<td>Aye</td>
</tr>
<tr>
<td>Councilman Solis</td>
<td>Aye</td>
</tr>
<tr>
<td>Councilman Casto</td>
<td>Aye</td>
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<tr>
<td>Mayor Thomas</td>
<td>Aye</td>
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</tbody>
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Special- Height Incentive Application
July 12, 2018
Mr. Sale said if an Ordinance was being prepared to eliminate incentives, that Staff and the City Manager could be instructed under the Pending Ordinance Doctrine to not pursue another incentive application. Mr. Gisbert confirmed that the new Ordinance was being prepared and he hoped to have the draft ready for Council review in the next week or two, and then ready for the next Planning Board Agenda on August 13th. Mayor Thomas said the public should be informed of this plan to avoid their wasting money. Mr. Sale said this would mean that the Planning Department would not process applications during this time provided that diligent progress was being made on the new Ordinance. Councilman Casto so moved. Second was by Councilman McConnell 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

The meeting was adjourned at 5:30 P.M.
READ AND APPROVED this 26th of July, 2018.

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

ATTEST:

Mayor

City Clerk
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 July 12, 2018.

ROLL
MAYOR MIKE THOMAS
COUNCILORS: PAUL CASTO, PHIL CHESTER, GEOFF MCCONNELL, HECTOR SOLIS
CITY MANAGER: MARIO GISBERT
CITY CLERK: JO SMITH
CITY ATTORNEY: DOUG SALE

Mayor Thomas called the Regular Meeting to order at 6 P.M. with Council Members, City Manager, City Clerk and City Attorney present.

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

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting of June 28, 2018 were read. Councilman McConnell made the motion to approve the Minutes as prepared. Second was 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

Mayor Thomas asked if there were any additions or deletions to the Agenda. There were none. Councilman Chester made the motion to approve the Agenda as prepared. Second was by Councilman McConnell 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

PRESENTATIONS

1. BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilman Chester introduced Mr. Lucas Smith and presented him with the Civic Achievement Award for exemplary service to the Beach Boys and Girls Club. The audience responded with applause.
PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEMS)
Mayor Thomas opened the Public Comments section of the meeting at 6:05 P.M. and invited comments. There were none. He closed the Public Comments section at 6:05 P.M.

CONSENT AGENDA
None

REGULAR AGENDA
ITEM 1 RESOLUTION 18-115, MOONRAKER PLAT HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT (HICA). Mr. Sale read Resolution 18-115 by title and said the City received the $50,000 letter of credit from the developer. The Mayor asked if there were any questions or comments; there were none. Councilman Solis made the motion to approve Resolution 18-115. Second was by Councilman McConnell 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 2 MOONRAKER PLAT APPROVAL, PUBLIC HEARING, CONTINUED.
Mayor Thomas opened the Public Hearing at 6:08 P.M. Mr. Sale explained this Hearing concerned the request filed by the owners of the property to subdivide approximately 25 acres of land into 85 family residential parcels named "Moonraker." He asked the Council members for their Jennings Disclosures. Councilman Casto said he knew of the property and had spoken to no one. Councilman Chester said he knew the property's location and had spoken to Ms. Jenkins about the stormwater issues. Mayor Thomas said he had spoken to no one. Councilman Solis said he knew the property's location and had spoken to no one. Councilman McConnell knew the property's location and had spoken with no one. No one representing the developer was in attendance. Ms. Jenkins, Mr. Leonard, and Mr. Sale were sworn. Ms. Jenkins explained this was a proposed 85 residential lot subdivision on Middle Beach Road and Alf Coleman Road. This Public Hearing was properly noticed, and the subdivision complied with the City regulations. Moonraker plans to dedicate the roadways, infrastructure, sidewalks, and utilities to the City of Panama City Beach for maintenance and the City does have the resources to accept and maintain the improvements. Mr. Leonard explained the subject property was located within the City limits, was consistent with the Comprehensive Plan, and complied with the Land Development Code. Mr. Sale explained that the Plat contained a title certificate, surveyors certificate, and satisfied all requirements of the relevant Florida Statute. Mayor Thomas closed the Public Hearing at 6:13 P.M. Councilman Solis made the motion to approve the Moonraker Plat. Second was 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 3 EXAMINING BOARD MEMBER APPOINTMENTS. Mr. Leonard explained that the terms of four members of the Examining Board were expiring. All current members indicated they would serve again. He said Mr. Joe Free did not have a valid certificate in the City which was a requirement for Board membership. The City received one additional application from Mr. Keith Walker of Quincy's who wished to be considered for the Heating and Air Master position currently held by Mr. Free. Applications were submitted by Mr. Keith Walker, Mr. Robert Stumpf, Mr. Frank Woodford and Mr. James Ryerson. Councilman McConnell made the motion to approve the Examining Board Member Appointments. Second was by Councilman Solis 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 BUILDING AND PLANNING DEPARTMENT JOB DESCRIPTION APPROVAL. Mr. Leonard explained this was a request to approve a new Code Enforcement Manager position. This employee would help manage the workload and routes along with special enforcement projects. Councilman Solis made the motion to approve the Code Enforcement Manager job description. Second was 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

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 6:16 P.M.

1 Mr. Paul Dalton, 107 Manistee. Mr. Dalton said at the last meeting the naming of the new City Hall was mentioned and he recommended it be named in honor of Sergeant Kevin Kight.

2 Mr. Burnie Thompson, 17292 Front Beach Road. Mr. Thompson explained that he had received an official response from Code Enforcement regarding the side parking at Mike’s Diner. The response stated there was no City Ordinance that prohibited parking in the street as long as it did not block the entire street. According to City Ordinances, beach property owners were responsible for cleaning up after tourists and it was unlawful to litter and to allow litter to be deposited. He questioned if the beach between the waters of the Gulf of Mexico and the erosion control line belonged to the individual property owners or the government.

3 Mr. Jim McGuire, 249 Oxford Ave. Mr. McGuire asked how Bid-A-Wee had the authority to install locked gates since taxpayers paid to renourish the beach. He also suggested City parking should be free to residents.

4 Ms. Molly Allen, 16211 E Lullwater Drive. Ms. Allen requested the timing of the fireworks at the Veterans Memorial should match the 4th of July fireworks and not set fireworks off above people’s homes.

The Delegations portion of the meeting was closed at 6:24 P.M.
Mayor Thomas addressed the gates at Bid-A-Wee. He explained the owners decided to gate the property, it was a private beach and they owned it. The beach renourishment was deemed by the TDC that the overall benefit to the beach was to not skip any places on the beach. The City's paid parking was provided at the Holiday Inn and Churchwell and both locations had meters. The public accesses on the beach were traditionally left as an easement for walking from the north side of the road to the south side. Those are all public parking areas.

ATTORNEY REPORT

Mr. Sale explained there was discussion at the special meeting that preceded this meeting about height incentives and the potential of imposing a pending ordinance on limitation on height incentives. During the break, the City Manager mentioned to him that he would like the opportunity to examine what was in the works before moving forward with that. The second motion made by the Council during that meeting was a nullity.

CITY MANAGER REPORT

Mr. Gisbert explained the trash on the beach, the day after the 4th of July, was problematic and a notice to all the properties was the fairest way to not single out any one property. The Ordinance stated that property owners were responsible on the beach side from the right-of-way which meant from the roadway all the way to the water's edge. Whether they owned it or not, it was their responsibility to keep it clean. The Ordinance was created in 2003 and intended to keep our beaches clean. At our last meeting, it was suggested to create a Board to help establish better guidelines for Frank Brown Park. In 2006, the Council approved a Resolution to form a Board. An item that was mentioned at a prior meeting was for Harley Davidson to follow the same rules as scooter businesses. Mr. Gisbert stated he went to Harley Davidson and received the information that the maximum deposit was $100 if the customer paid for a $37 insurance policy. The maximum deposit was $500 if the customer chose not to purchase the insurance policy. Mr. Gisbert reported the job vacancies and notices to bid posted on the website.

CITY COUNCIL COMMENTS

Councilman Chester thanked Mr. Ponek and his crew for a great job well done on the trash pickup after the July 4th holiday.

Councilman Solis stated the suggestion from Mr. Dalton in naming the new City Hall in honor of Sgt. Kight was a great idea. For clarification, the discussion on Bid-A-Wee, the gates did not stop people from going on the beach horizontally.

Councilman McConnell had no comments. Councilman Casto had no comments.

The meeting was adjourned at 6:37 P.M.
READ AND APPROVED this 26th of July, 2018.
IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

______________________________
Mayor

______________________________
City Clerk

Regular Meeting
July 12, 2018
WHEREAS, on the 28th anniversary of the Americans with Disabilities Act (ADA), we recognize that this Act has helped fulfill the promise of America for millions of individuals living with disabilities. The anniversary of this landmark legislation is an important opportunity to celebrate the progress over the past 28 years and the many contributions individuals with disabilities make to our Nation; and

WHEREAS, this legislation marks our Nation's commitment to ending discrimination against people with disabilities and shows America as a world leader in protecting everyone's fundamental rights; and

WHEREAS, the passage of the ADA on July 26, 1990 has been instrumental in protecting the rights and liberties of people with disabilities and strengthening their access to everyday American life. Disabilities are an unavoidable part of the human experience, such as our Veterans injured in service to our Nation, survivors of accidents and illnesses, children born with disabilities, and our elderly; and

WHEREAS, disabled Americans in the workforce already contribute substantially to our Nation's productivity and prosperity and we must continue to empower them by breaking down the remaining obstacles that prevent their full participation in the public and economic affairs of our Nation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Panama City Beach hereby proclaims July 26, 2018 as a day of celebration in honor of the 28th anniversary of the

AMERICANS WITH DISABILITIES ACT

in the City of Panama City Beach and call upon our community to renew our nation's commitment to achieving the promise of freedom for all Americans.

Mayor Mike Thomas
Vice-Mayor Phil Chester
Councilman Paul Casto
Councilman Geoff McConnell
Councilman Hector Solis
Ward 1
Ward 2
Ward 3
Ward 4
PRESENTATIONS

2
Duck Race & Cocktail Party
August 7, 2019 - 5:30-8:30
Laketown Wharf Resort
Premier Sponsor

Ducks For Sale
$15 for 1, $70 for 5
Tickets Available At
Beachy Beach Real Estate

$1000 Grand Prize
Entertainment
Silent Auction & Raffle Prizes
Local Food Vendors

Beach Care Services

Read/Set/Quack

Tipton, Marler, Garner & Chastain
The CPA Group

Mr Newby's

www.BeachCareServices.org
Facebook.com/DuckRacePCB
CONSENT ITEM

1
WHEREAS, sixty-five years after signing the Military Armistice Agreement at Panmunjom, Americans remain grateful for the courage and sacrifice of our Korean War Veterans. More than 600,000 United States and Allied combatants lost their lives in Korea during the three years of bitter warfare that ended on July 27, 1953; and

WHEREAS, these dedicated service men and women, under the banner of the United Nations, fought to secure the blessings of freedom and democracy on the Korean Peninsula, and they deserve our unending respect and gratitude; and

WHEREAS, today we remember and honor the valor of these Korean War veterans and the extraordinary sacrifices that they and their families made in the cause of peace;

WHEREAS, as American service men and women continue to support the cause for peace around the world, we honor the proud legacy of our remaining Korean War veterans who gave of themselves so that others might live in liberty; and

NOW, THEREFORE, the City Council of the City of Panama City Beach call upon all citizens of Panama City Beach to observe July 27, 2018 as

“National Korean War Veterans Armistice Day”

and encourage all Americans to recognize the valor and sacrifice of our Korean War veterans through ceremonies and prayers.

Mayor Mike Thomas

Vice-Mayor Phil Chester

Councilman Paul Casto Ward 1

Councilman Geoff McConnell Ward 3

Councilman Hector Solis Ward 4
CONSENT ITEM

2
**CITY OF PANAMA CITY BEACH**

**AGENDA ITEM SUMMARY**

1. **DEPARTMENT MAKING REQUEST/NAME:** Legal
2. **MEETING DATE:** 07/26/18

3. **REQUESTED MOTION/ACTION:**
   Deny the Order for CALA Development Group, LLC

4. **AGENDA PRESENTATION**
   PUBLIC HEARING
   CONSENT
   REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   YES [ ]
   NO [ ]
   N/A [✓]

   **BUDGET AMENDMENT OR N/A**

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

   A public hearing was held on July 12, 2018 on the application by CALA Development Group, LLC to increase the height of a single family home and was denied by the Council.

   If Council determines the Order accurately reflects the findings of fact and conclusions of law made by the Council in that hearing, Council may adopt the Order as presented, or revise the Order as needed to accurately reflect those findings and conclusions.
CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH

IN RE: REQUEST FOR HEIGHT INCREASE BASED ON INCENTIVES
Submitted by CALA Development Group, LLC
PARCEL NO. 33338-000-000
PROPERTY LOCATED AT 16515 FRONT BEACH ROAD
PANAMA CITY BEACH, FLORIDA

ORDER

The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, being fully advised in the premises and having held a public, legislative hearing on this matter on July 12, 2018, hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Upon original application of CALA Development Group, LLC, the owner of real property located at 16515 Front Beach Road, requesting approval of a building height increase based on incentives pursuant to Section 4.02.02E and Table 7.02.03 of the City’s Land Development Code, the City’s Planning Board held a properly advertised public hearing to consider the request on May 14, 2018. At the conclusion of the hearing, the Board recommended approval (5-1) of the request to permit a maximum building height of 45’ for the proposed development, which recommendation was incorporated into the Planning Board’s Order dated June 13, 2018.

2. The City Council held a properly advertised public hearing on the request on July 12, 2018, which the Applicant did attend.

3. The Applicant presented drawings of a proposed single family home (the “Development”) featuring three design modifications to achieve the additional 10’ requested height, and provided additional testimony regarding the need to increase the
height in order to meet parking requirements without reducing the square footage of the structure.

CONCLUSIONS OF LAW

4. Pursuant to Section 4.02.02E of the City’s Land Development Code, the City Council has jurisdiction to conduct a public hearing on this matter and determine whether the request should be granted.

5. The proposed height increase request complies with all procedural requirements of the City’s Land Development Code.

6. The public benefit to arise from the proposed design modifications does not outweigh the benefits of strict compliance with the City’s height design guidelines.

THEREFORE, IT IS ORDERED AND ADJUDGED that the request is hereby DENIED.

Parties with standing have the right to appeal this decision by certiorari to the Fourteenth Judicial Circuit Court within thirty (30) days of the date of this Order.

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

DONE this ____ day of ________________, 2018.

______________________________
MAYOR MIKE THOMAS

ATTEST:

______________________________
JO SMITH, CITY CLERK
CONSENT ITEM
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<tr>
<td><strong>1. DEPARTMENT MAKING REQUEST/NAME:</strong></td>
<td><strong>2. MEETING DATE:</strong></td>
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<tr>
<td>LEGAL</td>
<td>JULY 26, 2018</td>
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<tr>
<td><strong>3. Requested Motion/Action:</strong></td>
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<tr>
<td>APPROVE FORM OF ORDER FOR MOONRAKER PLAT</td>
<td></td>
</tr>
</tbody>
</table>
| **4. AGENDA** | **5. IS THIS ITEM BUDGETED (IF APPLICABLE)?**
| PRESENTATION | YES No |
| PUBLIC HEARING | BUDGET AMENDMENT OR N/A |
| CONSENT | DETAIL BUDGET AMENDMENT ATTACHED YES No |
| REGULAR | N/A ✓ |

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

PLAT APPROVALS ARE TYPE II APPLICATIONS FOR WHICH A QUASI-JUDICIAL HEARING IS REQUIRED BY LAW.

FOR MATTERS REQUIRING A QUASI-JUDICIAL HEARING, THE CITY'S LAND DEVELOPMENT CODE REQUIRES DECISION MAKING BODIES TO ENTER AN ORDER WHICH CONTAINS FINDINGS OF FACT AND CONCLUSIONS OF LAW IN SUPPORT OF ITS DECISION.

ON JUNE 28, THE CITY OPENED A QUASI-JUDICIAL HEARING ON THE PLAT OF MOONRAKER, WHICH WAS CONTINUED TO JULY 12. ON JULY 12, THE CITY RE-OPENED AND HELD A QUASI-JUDICIAL HEARING ON THE PLAT, ULTIMATELY ACTING TO APPROVE THE SUBDIVISION OF APPROXIMATELY 25 ACRE PARCELS OF LAND INTO 85 RESIDENTIAL LOTS. AN ORDER RECITING THE FACTS AND LAW ARISING FROM THAT HEARING IS ATTACHED FOR YOUR REVIEW.

IF THE ORDER APPEARS ACCURATE, IT MAY BE APPROVED BY MOTION. IF ANY PORTION OF THE ORDER APPEARS INACCURATE OR INCOMPLETE, IT SHOULD BE PULLED FROM THE CONSENT AGENDA SO THAT THE ORDER MAY BE DISCUSSED AND AMENDED AS NECESSARY ON THE REGULAR AGENDA.
CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH

IN RE: REQUEST FOR PLAT APPROVAL—MOONRAKER
SUBDIVIDING approximately acres in Panama City Beach
Parcel No: 34031-010-000
Owned by 68V MOONRAKER (FL) 2017, LLC
PROPERTY LOCATED northeast of intersection of Alf
Coleman Road and Hutchison Blvd.

03-PL-18

ORDER
The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on July 12, 2018, hereby makes the following Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY
1. Upon original application of 68V Moonraker (FL) 2017, LLC (the “Applicant”), the owner of approximately 25 acres of real property located at the intersection of Alf Coleman Road and Hutchison Boulevard, to subdivide such land into 85 residential parcels, by final plat dated June 2018, named Moonraker (the “Plat”).

2. On June 28, 2018, the City Council opened a quasi-judicial hearing to consider the plat, which was continued to July 12, 2018. At the hearing re-opened on July 12, 2018, the City Council received competent substantial evidence consisting of testimony and documentation from City Staff. Public comment was invited but none received.

FINDINGS OF FACT
3. Notice of the hearing was properly given.

4. The subject property is located entirely within the corporate City limits.
5. The City has capacity to provide water and sewer service within the Subdivision.

6. The engineering plans and specs for the Subdivision's Improvements appear technically sufficient.

7. The City intends and has sufficient resources to accept and maintain the easements shown and dedicated to the City on the Plat.

8. The title certificate of Alliant National Insurance Company showed that title to the lands included within the Plat is held by 68V Moonraker (FL) 2017, LLC and that there are unsatisfied mortgages encumbering the lands platted. The face of the plat provides for the holders of those mortgages to join in the dedication of the plat.

9. The face of the plat contains the surveyor's certificate confirming that the plat was prepared in accordance with the requirements of Chapter 177, Florida Statutes.

10. The improvements to be dedicated to the City have not been fully constructed, but are secured by an Infrastructure Completion Agreement and Letter of Credit as contemplated by LDC Section 10.19.04.

CONCLUSIONS OF LAW

11. Pursuant to Section 177.071, Florida Statutes and Sections 10.04.03 and 10.07.02 of the City's Land Development Code, the City Council has jurisdiction to conduct a quasi-judicial hearing on this matter and determine whether to approve, approve with conditions or deny the plat, based exclusively upon whether the plat conforms to the requirements of law and the City's Land Development Code and Comprehensive Plan.

12. The proposed subdivision request complies with all procedural requirements of the City's Land Development Code.

13. The requested subdivision of land is consistent with the City's Comprehensive Plan.
14. Based upon the uncontradicted certification on the face of the plat, the plat was prepared in accordance with the requirements of Chapter 177.

**THEREFORE, IT IS ORDERED AND ADJUDGED** that the subject request to subdivide land is hereby **GRANTED** and accordingly, the captioned plat of MOONRAKER is hereby **APPROVED**.

Parties with standing have the right to appeal this decision by certiorari to the Fourteenth Judicial Circuit Court within thirty (30) days of the date of this Order.

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

DONE this ____ day of ____________, 2018.

______________________________
MIKE THOMAS, MAYOR

**ATTEST:**

______________________________
JO SMITH, CITY CLERK
CONSENT ITEM

4
<table>
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<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
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<tr>
<td>Utilities Department - Al Shortt, Utilities Director</td>
<td>July 26, 2018</td>
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<tr>
<th>3. REQUESTED MOTION/ACTION:</th>
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<tbody>
<tr>
<td>Approve a janitorial services Agreement with TCS for five City buildings - City Hall, Public Services, Police Department, Utilities Maintenance and WWTP Operations.</td>
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<th>4. AGENDA</th>
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<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
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<tr>
<td>YES ☐ NO ☐ N/A ☐</td>
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<th>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</th>
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<tr>
<td>The City's current janitorial services contract is reaching the end of its two year term. A new scope of services was developed by City staff and a solicitation for janitorial services bids was publicly advertised. Five buildings are included in the solicitation. Three are located at the main administrative campus (City Hall, Police Department and Public Services) and two are on North Gulf Blvd (WWTP Operations and Utilities/Public Works maintenance offices). Eight potential bidders were pre-qualified and five submitted bids before the required date and time. Staff has reviewed the bids, and recommends awarding the work to the low bidder, TCS, for a two-year term in the approximate annual amount of $50,420 with an option to renew for a second two year term should the City choose to do so. For the purposes of evaluating average bids, it was presumed one year would be used for servicing the existing City Hall, and the second year servicing the new City Hall. Actual annual expenditures may vary slightly, as there are a series of unit prices in the bid proposal, where the City can add or reduce particular services based on need during the term of the contract. Attached is a copy of the bid tabulation showing the expected average annual costs at each building, and a draft agreement that includes unit costs for review.</td>
</tr>
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**WHY** - To allow the City Manager to enter into a janitorial service contract with TCS for regular cleaning services at five City buildings.  
**WHAT** - To provide a comprehensive janitorial service to take advantage of economy of scale and secure uniformity of cleaning of all City buildings included in the contract.
RESOLUTION 18-117

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH TCS RELATED TO JANITORIAL SERVICES FOR CERTAIN CITY BUILDINGS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Donna M. Tripiciano, doing business as TCS, relating to the janitorial services for certain City buildings, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _________, 2018.

CITY OF PANAMA CITY BEACH

By: __________________________
    Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk
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<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>ADDENDUM #1</th>
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<th>NEW CITY HALL</th>
<th>PUBLIC SERVICES</th>
<th>POLICE DEPT</th>
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<th>WWTP OPS BLDG</th>
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<td>No Bid</td>
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PCB 2018 JANITORIAL SERVICES CONTRACT

AGREEMENT

THIS 2018 JANITORIAL SERVICES AGREEMENT is made and entered into this ____ day of ____________, 2018, by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (City) and TCS (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide janitorial services for five (5) City buildings, as more particularly described in the Scope of Work.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the attached BID FORM. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the unit prices contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.
3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the [30th] of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of two years, and the City shall have the unilateral option to extend the initial term for one, two year renewal period by written notice delivered to the Contractor before the expiration of the initial term.

5. TERMINATION OF CONTRACT

A. Termination for Convenience. The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Upon such termination Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract. The Contractor may cancel the contract with ninety (90) days written notice to the City. Failure to provide proper notice may result in the Contractor being barred from future business with the City.

B. Termination for Cause. The City may terminate this Agreement for default without giving the notice set forth in subsection A (above) if the Contractor does not deliver the product or service in accordance with the Contract delivery schedule, or if the Contractor fails to perform in the manner called for in the
Contract or if the Contractor fails to comply with any other provision of the Contract on three or more separate and documented instances. Termination shall be effected by serving a written notice on the Contractor setting forth the manner in which the Contractor is in default. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, the contract shall cease and terminate upon the expiration of said five (5) working days. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

1. If this Contract is terminated for default, the City, in addition to all other rights afforded by law for Contractor's breach of Contract, shall have the right to charge Contractor the amount by which the costs of obtaining the services from another source exceed the price specified herein, and the City may offset any such charge against any amounts which may otherwise become payable to Contractor under the Contract.

2. Upon such termination, Contractor will deliver to the City any keys, fobs, or other articles of City property in its possession, for which the City shall make written request at or after termination. Any Contractor equipment and supplies not collected from the supply closets/cabinets within the 5 working day termination period shall be deemed abandoned by the Contractor, and in the lawful possession of the City. The City will pay Contractor for the actual amount due based on unit prices and the quantity of work completed, at the time of cancellation, less damages caused to the City by the acts of the Contractor causing the termination. Notwithstanding the City's right to terminate the Contract for delay in delivery of services, Contractor shall not be liable to the City for any damages thereof if Contractor's delay is due to causes beyond its control, and without its fault or negligence, provided Contractor immediately notifies the City of conditions causing the delay.

6. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor
shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

8. INSURANCE AND INDEMNIFICATION

a. Contractor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:

i. Workers Compensation and Employer's Liability Insurance Coverage. Limits of coverage shall not be less than $1,000,000 each accident; $1,000,000 disease each employee; and $1,000,000 disease aggregate.

ii. Commercial General Liability. Coverage shall include bodily injury, property damage and personal injury liability and limits of coverage shall not be less than $1,000,000 combined single limit for each occurrence and $3,000,000 aggregate.

iii. Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than $1,000,000 combined single limit for each accident.

b. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.

c. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.
d. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.

e. Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Al Shortt, 116 South Arnold Road, Panama City Beach, FL 32413.

f. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.

g. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

h. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages,
directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

i. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney’s fees and court costs at all trial and appellate levels and at any mediation or arbitration.

8. TIME

Time is of the essence in this Agreement.

9. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

10. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

11. ASSIGNMENT

This Agreement is not assignable.
12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

a. As to City:
   Mario Gisbert, City Manager
   mgisbert@pcbgov.com
   110 S. Arnold Road, PCB, FL 32413
   850-233-5100

b. As to Contractor:
   Contract Representative: Donna M. Tripiciano
   Title/Position: Owner
   Email address: dtripiciano@gmail.com
16. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.
Signed in the presence of: Contractor

__________________________
Witness 1 (Print Name):

By: _______________________
   Donna Tripicano, Owner

__________________________
Date

Witness 2 (Print Name):
ATTEST:

__________________________
Jo Smith, City Clerk

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

By: _______________________

Mario Gisbert, City Manager
This proposal of Donna M. Tripiciano, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida, doing business as TCS or an individual (insert a corporation, "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work for 2018 PCB JANITORIAL SERVICES CONTRACT, as detailed in this solicitation for the amounts shown on the three (3) attached unit cost and bid summary forms.

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

Basis of Award: The contract(s) will be awarded by group to the lowest responsible bidder. All buildings contain separate departments and will require individualized billing.

Submitted By: TCS
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Donna M. Tripiciano
Name of Individual Who Prepared This Bid

Address: 2812 Frankford Ave Panama City FL 32405
Phone: 850.819.7788

Signature of Authorized Representative of Firm/Contractor Date

SEAL: (If bid is by Corporation)
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## PROPOSAL AND BID FORM
### CITY OF PANAMA CITY BEACH 2018 PCB JANITORIAL SERVICES CONTRACT

**PAGE 3 OF 4**

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**ANNUAL BID AMOUNT**: $14,600.00

**ANNUAL BID AMOUNT**: $37,000.00

**ANNUAL BID AMOUNT**: $6490.00
## Bid Summary

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*Note: Bid form reflects the annual bid cost. Initial term of agreement is for two years.*
CONSENT ITEM

5
1. **DEPARTMENT MAKING REQUEST/NAME:**
   Al Shortt - Utilities Director

2. **MEETING DATE:**
   July 26, 2018

3. **REQUESTED MOTION/ACTION:**
   Approve Task Order No. 2018-02 w/ Dewberry Engineers for surveying, design, permitting, construction phase services & inspection for relocation of water & sewer utilities along Thomas & Beach Drives.

4. **AGENDA**
   - PRESENTATION
   - PUBLIC HEARING
   - CONSENT ✓
   - REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - YeS ☑
   - YeSS I N/A

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

   Staff has negotiated a proposed Task Order No. 2018-02 under the current Master Services Agreement (MSA) with Dewberry Engineers, Inc. to assist the City with water and wastewater utilities improvements and relocations in preparation for planned resurfacing of Thomas Drive by Bay County. The proposed project is to develop alternate, primary water and wastewater transmission mains parallel to Thomas Drive on Beach Drive to reduce the number of these utilities currently beneath the Thomas Drive pavement. By doing so, it will reduce the potential for the need to disturb the new Thomas Drive pavement to repair underlying utilities. Simultaneously, this project will improve the core water and wastewater utilities service levels along the Beach Drive corridor for continued development in the South Lagoon area.

   Dewberry has proposed fees of $264,800 for design, permitting, design and construction phase services including inspection for constructing the proposed water and wastewater transmission mains. Staff has reviewed the proposal and finds the fees commensurate with the required professional services. The total capital construction cost is anticipated to be in excess of $3 million dollars.

   Staff recommends Council approval of attached Task Order No. 2018-02 in the amount of $264,800, authorizing the City Manager to execute the Task Order on behalf of the City.
RESOLUTION 18-118

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER # 2018-02 TO THE MASTER SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC., RELATED TO THE RELOCATION OF UTILITIES ALONG THOMAS DRIVE AND BEACH DRIVE IN THE AMOUNT OF $264,800; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Task Order # 2018-02 to the Master Services Agreement for Utility Engineering Services between the City and Dewberry Engineers, Inc., relating to the relocation of utilities along Thomas Drive and Beach Drive, in the basic amount of Two Hundred Sixty-Four Thousand, Eight Hundred Dollars ($264,800), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _________, 2018.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

______________________________
Jo Smith, City Clerk
This task order is for the purpose of Dewberry Engineers Inc. (Dewberry), as the ENGINEER, to provide professional engineering services in conjunction with the construction of a new water line along Joan Avenue south to Tarpon Street, developing an alternate water main to the existing 12-inch water line constructed of a thin wall Class PVC pipe material with a new water line having higher pressure class rating pipe per AWWA C900 standard along Beach Drive from Tarpon Street to Thomas Drive, and the relocation of the sewer force main along Thomas Drive west bound lane to Beach Drive from Tarpon Street to Thomas Drive for the City of Panama City Beach (City) acting by and through its Council under the MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS INC. (formerly PREBLE-RISH, INC.) RELATING TO UTILITY ENGINEERING SERVICES (General Water and Sewer and Reclaimed Utility) dated April 8, 2014.

DESCRIPTION OF ENGINEER'S SERVICES

The services to be performed by Dewberry during the design and construction of the Beach Drive water and sewer force main improvements will consist of four (4) phases as described below.

Phase 1 – Water Line Model Evaluation

The scope of work for this phase will include the following basic services:

1. Consult with City staff to clarify requirements for the project.
2. Perform hydraulic modeling utilizing the City's existing model to check system delivery at selected locations to assess level of service improvements under overall system pressures in the project area during peak day, peak hour and fire flow events.
3. Provide a report depicting system performance for current and proposed configurations during peak day, peak hour and peak day with coincident fire flow demands.

Phase 2 - Design Services

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

1. Perform field survey along Joan Avenue south to Tarpon Street, a distance of approximately 2,000 feet to locate existing utilities and topographic features within the project limits.
2. Coordinate with Bay County and assist the City in developing a phasing plan for relocating those segments of the existing force main that are under the existing pavement along Thomas Drive west bound lane to Beach Drive while at the same time maintaining sewer service to customers during construction and to expedite Bay County's Thomas Drive resurface pavement project.
3. Assist the City in developing a phasing plan to ensure continuous water and wastewater service through construction of the project.
4. Expedite the design of relocating those segments of water line and force main that were previously constructed through existing storm sewer pipes/curverts.
5. Review previously performed topographic surveys to locate existing utilities and topographic features within the project limits.
6. Prepare construction drawings that show the character and scope of the work to be performed. The anticipated construction drawings include:
   • Cover Sheet
   • General Note Sheet
   • General Construction Notes
   • Pay Quantity Summary Sheets (Water and Force Main)
   • Water Line Plan & Profile Sheets with 30-foot and 5-foot horizontal and vertical scales, respectively.
Attachment A
Scope of Services, Task Order 2018-012
CITY OF PANAMA CITY BEACH
Beach Drive Water and Sewer Force Main Improvements (Tarpon Street to Thomas Drive)

- Street Intersections Water Line Plan and Profile Sheets.
- Sewer Force Main Plan & Profile Sheets with 30-foot and 5-foot horizontal and vertical scales, respectively.
- Street Intersections Force Main Plan and Profile Sheets.
- Water Line and Force Main Detail Sheets
- MOT Sheets.
7. Assist the City with acquiring permits to construct from FDEP and FDOT.
8. Assist the City in preparing applications for Bay County Right of Way use during construction of the project.
9. Prepare a detailed estimate of probable construction cost.

Phase 3 – Bidding Services
The scope of work for this phase of the project will include the following basic services:

1. Furnish bidding documents to prospective bidders and plan rooms.
2. Attend pre-bid conference; provide response to questions regarding bidding documents; and issue addenda as appropriate to clarify, correct or change the bidding documents.
3. Attend bid opening, tabulate bids and make a recommendation to the City regarding the award of a construction contract.

Phase 4 – Construction Services
The scope of work for this phase of the project will include the following basic services:

1. Participate in and conduct a pre-construction conference with the construction contractor prior to the beginning of construction operations.
2. Respond to contractor questions and requests for information during construction.
3. Assist the City in addressing conflicts in the field and their resolution including providing revised design sketches to eliminate the conflict.
4. Review contractor’s proposed Change orders and provide recommendations to the City.
5. Limited Construction administration services to include shop drawings review and approval.
6. Review contractor’s pay request to confirm they are consistent with the level of progress in the field and recommend payment.
7. Limited Construction inspection services (6 hours per day) for substantial compliance with the plans and specifications. Using a 6-hour per day inspection period, the total number of inspection hours allocated will be 1,580, or 264 work days.
8. Following construction of the water line, provide record drawings to the City on reproducible media and AutoCAD (dwg) format on electronic media. Record drawings will be based on information provided by the construction contractor relative to changes made in the field during construction.
PROJECT SCHEDULE
We anticipate performing Phases 1 and 2 outlined above within Ninety (90) days following the City authorization to proceed with the project.

COMPENSATION

1. Phase 1, Water Modeling Evaluation: $4,400.00
2. Phase 2, Design Services: $175,750.00
3. Phases 3 and 4, Bidding and Limited Construction Administration: $84,650.00

Total Lump Sum Fee: $264,800.00

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

DEWBERRY
203 Aberdeen Parkway
Panama City, Florida 32405

By: __________________________

Name and Title: Clifford D. Wilson III, PE
Vice President

CITY OF PANAMA CITY BEACH, FLORIDA
110 South Arnold Road
Panama City Beach, Florida 32413

By: __________________________

Name and Title: Mr. Mario Gisbert
City Manager

Witnessed: __________________________

Date: 07/19/18

K:\PROPOSALS\Beach Drive Water and Sewer Force Main Improvements Services Attachment A 7-19-18.doc
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2018-02                DATE: July ___, 2018

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

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth
upon incorporated Attachment A, Scope of Services, relating to Beach Drive Water and Sewer
Forcemain Improvements.

Engineer’s total compensation shall be (check one):
_ X_ a stipulated sum of $264,800; or
____ a stipulated sum of $____________ plus one or more specified allowances listed
below which may be authorized in writing by the City Manager or his designee,
   Allowance of $__________ for __________________________, and
   Allowance of $__________ for __________________________; or
____ a fee determined on a time-involved basis with a maximum cost of $__________;

Work shall begin on ____________, 2018, and shall be completed within 90 days. The date
of completion of all work is therefore ____________, 2018. Liquidated delay damages, if any, are set at
the rate of $0 per day. There are no additional rights and obligations related to this Task Order other than
as specified in the Agreement.

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

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

Witness:

________________________________________

DEWBERRY ENGINEERS, INC.

By: __________________ Date: __________

Its:

CITY OF PANAMA CITY BEACH, FLA.

By: __________________ Date: __________

City Manager

ATTEST:

________________________________________

City Clerk
CONSENT ITEM

6
**CITY OF PANAMA CITY BEACH**

**AGENDA ITEM SUMMARY**

<table>
<thead>
<tr>
<th>1. <strong>DEPARTMENT MAKING REQUEST/NAME:</strong></th>
<th>Utilities Department - Al Shortt, Utilities Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. <strong>MEETING DATE:</strong></td>
<td>July 26, 2018</td>
</tr>
<tr>
<td>3. <strong>REQUESTED MOTION/ACTION:</strong></td>
<td>Approve the proposed Agreement with Royal American Construction Company, Inc. for the Thomas Drive Manhole Replacement in the amount of $448,862.</td>
</tr>
<tr>
<td>4. <strong>AGENDA</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PRESENTATION</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PUBLIC HEARING</strong></td>
<td></td>
</tr>
<tr>
<td><strong>CONSENT</strong></td>
<td><strong>☑</strong></td>
</tr>
<tr>
<td><strong>REGULAR</strong></td>
<td></td>
</tr>
<tr>
<td>5. <strong>IS THIS ITEM BUDGETED (IF APPLICABLE)?</strong></td>
<td><strong>Yes ☑ No ☐ N/A ☐</strong></td>
</tr>
<tr>
<td><strong>BUDGET AMENDMENT OR N/A</strong></td>
<td></td>
</tr>
<tr>
<td><strong>DETAILED BUDGET AMENDMENT ATTACHED</strong></td>
<td><strong>Yes ☑ No ☐ N/A ☐</strong></td>
</tr>
<tr>
<td>6. <strong>BACKGROUND:</strong> (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</td>
<td>Nineteen (19) sewer manholes along the alignment of Thomas Drive, between Joan Avenue and Choctaw Street, have become degraded by sewer gases over the years causing concern for their structural integrity. Staff budgeted funds for replacement of the manholes in concert with Bay County’s resurfacing project of Thomas Drive. Completing this project will help prevent future utility repairs of the road for years to come. Dewberry prepared contract plans and specifications. A solicitation for construction bids was publicly advertised and five (5) bidders responded. Dewberry and Staff reviewed the bid documents and both recommend that the Lump Sum contract be awarded to the lowest responsive bidder, Royal American Construction Company Inc. in the amount of $448,862. Bids for the work were received on July 10, 2018 and a tabulation of responsive bidders is attached. Also attached is a draft copy of the Agreement with Royal American Construction Company Inc. Funds for the project are currently available in the Utility Department budget. WHY - To allow the City Manager to enter into a construction contract with Royal American Construction Company Inc. to conduct multiple manhole replacements on Thomas Drive. WHAT - Replace nineteen (19) manholes on Thomas Drive between Joan Avenue and Choctaw Street.</td>
</tr>
</tbody>
</table>
RESOLUTION 18-120

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ROYAL AMERICAN CONSTRUCTION CO., INC., RELATED TO THE PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT IN THE AMOUNT OF $448,862; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Royal American Construction Co., Inc., relating to the Panama City Beach Thomas Drive Manhole Replacement Project, in the total lump sum amount of Four Hundred Forty-Eight Thousand, Eight Hundred Sixty-Two Dollars ($448,862), 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 __________, 2018.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

______________________________
Jo Smith, City Clerk
July 11, 2018

Via Email at mroe@pcbgov.com

Attn: Michael Roe, E.I.
Utilities Engineer
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

RE: Panama City Beach - Thomas Drive Manhole Replacement Project
Dewberry Project # 50099784

Dear Mr. Roe:

The City of Panama City Beach received bids for the referenced Project at 2:00 p.m. CST on July 10, 2018. A total of five (5) bids were submitted and are summarized as follows:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>TOTAL LUMP SUM BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Royal America Construction Co., Inc., Panama City, FL</td>
<td>$448,862.00</td>
</tr>
<tr>
<td>GAC Contractors, Panama City, FL</td>
<td>$697,783.00</td>
</tr>
<tr>
<td>GCUC, LLC, Southport, FL</td>
<td>$873,260.00</td>
</tr>
<tr>
<td>H &amp; T Contractors, LLC, Freeport, FL</td>
<td>$879,937.00</td>
</tr>
<tr>
<td>L &amp; R Contracting, LLC, Panama City, FL</td>
<td>$932,208.68</td>
</tr>
</tbody>
</table>

We have reviewed the bid forms submitted by each of the five (5) Bidders and found that the bids submitted by all bidders were accurate as submitted. After the bids were read and examined, Royal American Construction Co., Inc., from Panama City, Florida remained the low bidder for the referenced Project. Therefore, we recommend that the Contract be awarded to Royal American Construction Co., Inc., for the total lump sum amount of $448,862.00.

Should you have any questions or require additional information in support of our recommendation, please feel free to contact us.

Very truly yours

Dewberry Engineers Inc.

Jose A. Pereira, P.E.
Senior Associate

Attachments: Official Bid Tabulation
# Bid Tabulation

**CITY OF PANAMA CITY BEACH, FLORIDA**

**PANAMA CITY BEACH THOMAS DRIVE MANHOLE REPLACEMENT PROJECT**

Dewberry Project # 50099784

<table>
<thead>
<tr>
<th>No</th>
<th>Company</th>
<th>Total Lump Sum Bid</th>
<th>Bid Bond</th>
<th>Addendum 1</th>
<th>Drug Free Workplace Certification</th>
<th>Florida Trench Safety Act</th>
<th>Public Entity Crimes Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Royal American Construction Co, Inc. Panama City, FL</td>
<td>$448,862.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2</td>
<td>GAC Contractors, Panama City, FL</td>
<td>$697,783.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>5</td>
<td>L &amp; R Contracting, LLC, Panama City, FL</td>
<td>$932,208.68</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

**WE THE UNDERSIGNED, DEWBERRY ENGINEERS INC., HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION RECEIVED BY CITY OF PANAMA CITY BEACH AT 2:00 P.M. ON TUESDAY, JUNE 11, 2019.**
THIS AGREEMENT is made this ____ day of ______________________, 2018
by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called
"OWNER") and Royal American Construction Co., Inc., doing business as a Corporation
(an individual), or (a partnership), or (a corporation), having a business address of 1002
W. 23rd Street, Suite 400, Panama City, FL 32405 (hereinafter called "CONTRACTOR"),
for the performance of the Work (as that terms is defined below) in connection with the
construction of Panama City Beach Thomas Drive Manhole Replacement Project
("Project"), to be located at Panama City Beach, Florida, in accordance with the
Drawings and Specifications prepared by Dewberry, the Engineer of Record (hereinafter
called "Engineer") and all other Contract Documents hereafter specified.

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

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

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing thirty (30) days from the date of this Agreement and will achieve Substantial Completion of the Work within forty-five (45) days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $500.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $448,862.00 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 00050-2
DRAWINGS prepared by Dewberry, numbered C1 through D6 and dated June, 2018

SPECIFICATIONS prepared or issued by Dewberry dated June, 2018.

ADDENDA
No. 1, dated July 5, 2018

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”.

AGREEMENT 00050-3
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
110 South Arnold Road
Panama City Beach, FL 32413
ATTENTION: Mario Gisbert, City Manager
Fax No.: (850) 233-5108

If to Contractor:

Royal American Construction Company, Inc.
1002 W. 23rd Street, Suite 400
Panama City, FL 32405
ATTENTION: Steve Summerbell
Fax No.: 850.914.8411
Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

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

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

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

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Jose A. Pereira, P.E., Sr. Associate, Dewberry.

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

17. INSURANCE - BASIC COVERAGEs REQUIRED

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

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

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

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

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

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:

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

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

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

<table>
<thead>
<tr>
<th>Bodily Injury &amp; Property Damage</th>
<th>$1,000,000 Combined Single Limit Each Accident</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

AGREEMENT 00050-10

CONSENT
AGENDA ITEM #_6_
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.

ADDITIONAL INSURANCE

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.

<table>
<thead>
<tr>
<th>(SEAL)</th>
<th>OWNER:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CITY OF PANAMA CITY BEACH, FLORIDA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTEST:</th>
<th>BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Clerk</td>
<td>NAME: (Please type)</td>
</tr>
<tr>
<td></td>
<td>TITLE:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Attorney (as to form only)</th>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ROYAL AMERICAN CONSTRUCTION CO., INC.</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>ATTEST:</th>
<th>BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NAME: (Please Type)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME (Please Type)</th>
<th>ADDRESS:</th>
</tr>
</thead>
</table>

END OF SECTION 00050
CONSENT ITEM

7
1. **DEPARTMENT MAKING REQUEST/NAME:**
   Utilities Department - Al Shortt, Utilities Director

2. **MEETING DATE:**
   July 26, 2018

3. **REQUESTED MOTION/ACTION:**
   Approve the annual Wonderware software support renewal in the amount of $24,698.38 from InSource Solutions.

4. **AGENDA**
   - **PRESENTATION**
   - **PUBLIC HEARING**
   - **CONSENT**
   - **REGULAR**

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - Yes [✓] No [ ]
   - 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 utility system uses a Supervisory Control and Data Acquisition (SCADA) software package titled Wonderware, provided by Schneider Electric Software. The exclusive distributor for the software in Florida, InSource Solutions, has provided a proposal in the amount of $24,698.38 to provide an annual software license support and services through July 2019. This is a sole source purchase, and choosing to switch to another application would cost approximately $100,000 for the initial purchase of similar software, plus several hundred thousand dollars to reprogram the SCADA code in all of the City’s utility system installations. Staff recommends Council approval of the annual software support purchase by the City Manager. This is a budgeted expenditure within the current Fiscal Year 2018 budget.
RESOLUTION 18-121

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH INSOURCE SOLUTIONS, RELATING TO THE PURCHASE OF THE ANNUAL RENEWAL OF WONDERWARE SOFTWARE LICENSE SUPPORT AND SERVICES IN THE AMOUNT OF $24,698.38; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and InSource Solutions, relating to the purchase of the annual renewal of Wonderware software license support and services, for the operation of the City’s utility system, in the basic amount of Twenty Four Thousand Six Hundred Ninety Eight Dollars and Thirty Eight Cents ($24,698.38), in substantially the form attached and presented to the Council today, draft dated April 17, 2018, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2018.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

_______________________________
Jo Smith, City Clerk
We have prepared a quote for you

45298 - Customer FIRST Renewal

QUOTE #012348 V1

PREPARED FOR
City of Panama City Beach
Dear Patrick,

Thank you for being a Customer First client. InSource Solutions values your loyalty and the opportunity to serve you and your organization. Our mission is to be the destination for expertise, assistance and industry perspective; our goal is to revitalize manufacturing in America.

Sometimes we take for granted that you know and appreciate all the reasons to keep your software maintenance agreement current. The top four we hear from our clients are:

- Wonderware invests heavily in engineering new and enhanced products so clients receive timely and important revisions to their software plus options for added services. Approximately 70% of Customer First revenue is reinvested in Research & Development.
- Cyber-security threats are addressed in real time thru patches and fixes, keeping your data and operations safe and preventing expensive and frustrating downtime or loss of data.
- Changes to the underlying Microsoft operating systems are rapidly addressed so your systems are compatible and stay up and running with no hiccups.
- When problems arise, we are here to help. This last point merits elaboration:
  - Our InSource Solutions Technical Support Engineers answer calls within 90 seconds, and resolve more than 2/3 of client issues the same day... most in the same call. Plus, the team gets 95% satisfied client scores. Good folks to have on your team.

Lastly, based on history, we realize many of our clients need advance notice to budget and get approval for Customer First renewals. InSource has implemented a process so your first notice is received at least 90 days before renewal, with a reminder every 30 day(s) to ensure nothing slips through the cracks and manufacturer late fee(s) are avoided.

Below is your maintenance renewal notice. To purchase your maintenance agreement:

- Return the attached quote and a Purchase Order to orderentry@insourcess.com or fax to 804.378.8970
  - If you are tax exempt, include your tax exemption certificate please.
  - If you are not tax exempt, please add state and county tax amounts to your purchase order.

Thank you again for your business; we hope to continue serving you for many years. If you have any questions about this quote or any matter, contact your Account Executive, Patrick Hunter, or me; we’re always delighted to hear from you.

PS: Concerned about license inventory tracking, management and reporting capabilities to be audit ready and stay compliant? Interested in reducing ownership cost, enhancing planning capabilities and confidently knowing what the latest version of Wonderware software is running?

Ask us about the Software Application Manager (SAM)
Customer First Agreement

Agreement ID: 48298
Current Expiration Date: July 28, 2018
Current Support Level: Standard

Agreement for:
City of Panama City Beach
Waste Water Treatment Plant
206 N. Gulf Blvd
Panama City Beach, Florida 32413

The full Wonderware Customer First Client brochure with all of the program features, benefits and details is available here (Click Here)

Covers Wonderware licenses listed in the attached copy of your Customer First Agreement.

If you would like to make any changes to the licenses which are currently supported by your agreement, please make notes to the agreement and return to customerfirst@insourcess.com.

***Important note regarding expiration***

Customer First Support Agreements carry no "grace period" beyond the support agreement expiration date. If an agreement is allowed to lapse, the customer has the following 30 days to renewal with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.
## Annual Support Renewal

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
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City of Panama City Beach  
Waste Water Treatment Plant  
206 N. Gulf Blvd  
Panama City Beach, Florida 32413  
To cover period 7/28/2018 to 7/29/2019

Subtotal: $24,698.38

## Annual Support Renewal Options

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<thead>
<tr>
<th>Item</th>
<th>Description</th>
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45298 - Customer FIRST Renewal

Quote Information:
Quote #: 012348
Version: 1
Delivery Date: 04/17/2018
Expiration Date: 07/28/2018

Prepared for:
City of Panama City Beach
Patrick Quezada
206 N Gulf Blvd
Panama City, FL 32413-2802
pquezada@pcbgov.com
(850) 625-7977

Account Executive:
Richmond, VA
Tammy Paulette
866.204.6184
tpaulette@insourcess.com

Prepared by:
Richmond, VA
Tammy Paulette
866.204.6184
tpaulette@insourcess.com

Quote Summary

<table>
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<tr>
<th>Description</th>
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<tr>
<td>Annual Support Renewal</td>
<td>$24,698.38</td>
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<tr>
<td>Total</td>
<td>$24,698.38</td>
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</table>

Taxes, Shipping, handling and other fees may apply. Your order will be pre-processed awaiting final processing after we receive your purchase order at orderentry@insourcess.com or by fax at 804.378.8970. We reserve the right to cancel orders arising from pricing or other errors.

Payment Terms: Net 30

---

Signature

Date

CONSENT
AGENDA ITEM #
Delivery and Payment Terms

**General Delivery Terms**

Software/Maintenance: 1-2 weeks

- Hardware: 2-3 weeks for pre-built/off-the-shelf hardware; 3-8 weeks for custom/build-to-order hardware; 4-8 weeks after drawing approval. Strongarm build to order enclosures.

- Services: Per Contract Agreement

Onsite Training: Date to be negotiated after receipt of order. Generally, no sooner than 30 days from date of order receipt.

**FOB:** Shipping Point – Freight is prepaid and added to invoice.

**Standard Payment Terms**

- Products/Maintenance: Net 30 Days from date of invoice with approved credit/credit limit

- Training: Pre-pay or payment of invoice prior to class attendance

- Services: Net 30 Days from date of invoice with approved credit/credit limit

  Time & Expense Services invoiced weekly as consumed. Fixed Cost Services (including Ready To Go Services) invoiced 50% at time of order and 50% upon project completion.

  Travel and Living Expenses billed separately and at cost.

**Remit to Address**

InSource Solutions
PO Box 72804
Richmond, VA 23235
<table>
<thead>
<tr>
<th>Software License Number</th>
<th>Key Serial Number</th>
<th>Part #</th>
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<th># Users</th>
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### Customer FIRST for Wonderware

**City of Panama City Beach - Customer Site ID: 29276**  
Waste Water Treatment Plant 206 N. Gulf Blvd  
Panama City Beach, Florida 32413  
UNITED STATES

#### Technical Support Telephone Contact Information

Wonderware Southeast - Richm L1: 888-691-3858

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<table>
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<tr>
<th>Software License Number</th>
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Support Agreement: Software Support Services are provided subject to the terms and conditions contained in the Customer FIRST User Guide.
**Customer FIRST**
for Wonderware

**City of Panama City Beach** - **Customer Site ID:** 29276
Waste Water Treatment Plant 206 N. Gulf Blvd
Panama City Beach, Florida 32413
UNITED STATES

**Technical Support Telephone Contact Information**
Wonderware Southeast - Richm L1: 888-691-3858

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## CITY OF PANAMA CITY BEACH
### AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PANAMA CITY BEACH POLICE DEPARTMENT</td>
<td>JULY 26, 2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Requested Motion/Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSIDER SECOND READING OF ORDINANCE 1463 PROHIBITING LOITERING OR OTHER PROHIBITED ACTIVITIES AT PUBLIC TRANSIT SHELTERS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Agenda</th>
<th>5. Is this item budgeted (if applicable)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentation</td>
<td>Yes [ ] No [ ] N/A [X]</td>
</tr>
<tr>
<td>Public Hearing</td>
<td>Yes [ ] No [ ] N/A [X]</td>
</tr>
<tr>
<td>Consent</td>
<td>Yes [ ] No [ ] N/A [X]</td>
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<tr>
<td>Regular</td>
<td>Yes [ ] No [ ] N/A [X]</td>
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</table>

<table>
<thead>
<tr>
<th>6. Background: (Why is the action necessary, what goal will be achieved)</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE CITY IS HOME TO MULTIPLE PUBLIC TRANSIT SHELTERS INTENDED TO SHELTER AND ACCOMMODATE THOSE WAITING FOR, LOADING, AND UNLOADING FROM PUBLIC TRANSIT. THE CITY DESIRES TO ENSURE THAT THESE SHELTERS REMAIN FREE FROM OBSTRUCTION OR INTERFERENCE FOR THOSE LEGITIMATE USERS OF PUBLIC TRANSIT. THE CITY HAS RECEIVED COMPLAINTS OF PERSONS CAMPING, LOITERING, AND PROWLING ON OR AROUND THESE SHELTERS WHICH THREATENS THE SAFETY AND WELFARE OF THOSE CITIZENS AND VISITORS USING PUBLIC TRANSIT WITHIN THE CITY.</td>
</tr>
<tr>
<td>STAFF RECOMMENDS APPROVAL. IF COUNCIL APPROVES SECOND READING THIS ORDINANCE WILL BE ADOPTED AND HAVE AN IMMEDIATE EFFECTIVE DATE.</td>
</tr>
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ORDINANCE NO. 1463

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, CREATING SECTION 16-5 OF THE CITY’S CODE OF ORDINANCES RELATED TO LOITERING OR OTHER PROHIBITED ACTIVITIES AT PUBLIC TRANSIT SHELTERS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, multiple public transit shelters throughout the City provide shelter to those waiting to load or unload from public transit.

WHEREAS, the City recognizes the importance of protecting the health, safety, and welfare of public transit users and desires to prevent public transit shelters from being used for purposes other than legitimate use of the public transit system.

WHEREAS, the City finds that preventing loitering, prowling and camping in or around public transit shelters is necessary to promote the health, safety, and welfare of the citizens and visitors of the City of Panama City Beach.

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 16-5 of the Code of Ordinances of the City of Panama City Beach related to prohibited activities at public transit shelters, is created to read as follows (new text bold and underlined, deleted text struckthrough):

Sec. 16-5. Prohibited activities at public transit shelters and benches.

(a) For the purposes of this section “Public Transit Shelter” shall mean all areas structures or facilities intended or used by the public as a shelter or other accommodation to the public
waiting to load, unload, or otherwise access any means of public transit including but not limited to trolleys and buses.

(b) Prohibited activities: No person shall obstruct entry into or use of a Public Transit Shelter. No person shall loiter or prowl within fifty (50) feet of a Public Transit Shelter at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity.

(c) Among the circumstances which may be considered in determining whether such alarm or immediate concern is warranted include:

(1) flight of one or more individuals upon appearance of a law enforcement officer;

(2) refusal of an individual to identify himself or herself;

(3) apparent attempts of an individual to conceal himself or herself or any object;

(4) Camping. For purposes of this section “Camping” shall mean the use of a public transit shelter or bench as a temporary or permanent place of dwelling, or lodging, or as a living accommodation at any time. Indicia of camping may include, but are not limited to, storage of personal belongings, using tents or other temporary structures for sleeping, storage of personal belongings, carrying on cooking activities or making any fire, or any of these activities in combination with one another or in combinations with either sleeping or making preparations to sleep, including the laying down of bedding for the purposes of sleeping.

(c) Unless flight by the person or other circumstance makes it impracticable, a law enforcement officer shall, prior to any citation for an offense under this section, afford the person an opportunity to dispel any alarm or immediate concern which would otherwise be warranted by requesting the person to identify himself or herself and explain his or her presence and conduct.

(d) No person shall be in violation of an offense under this section if the law enforcement officer did not comply with this procedure or if it appears that the explanation given by the person is true and, if believed by the officer at the time, would have dispelled the alarm or immediate concern.

(e) If a person violates any provision of this section, or an order issued pursuant thereto, the enforcement agency may issue a citation or summons, institute an action in a court of competent jurisdiction for injunctive relief, or issue a trespass. Any person violating any provision of this article may be punished as follows:

1. First Offense: By a fine of one hundred dollars ($100.00).
2. Second Offense: By a fine of two hundred and fifty dollars ($250.00).
3. Third offense or two or more violations occurring within any six months period: Misdemeanor of the second degree punishable by a fine of no more than $500.00 or a sentence of not more than sixty (60) days in jail, or both. Repeat violations shall subject the violator to a trespass warning under section 16-11 of this Code.
4. Notwithstanding the foregoing, if warranted by actions of violator, a violator may be immediately ejected from a Public Transit Shelter. No violator shall be ejected from a Public Transit Shelter on private property without the property owner’s consent.

State Law reference.—Loitering or prowling; penalty, §856.021(Fla. Stat).
SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

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

SECTION 4. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 5. 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 __________, 2018.
REGULAR ITEM
2
1. **DEPARTMENT MAKING REQUEST/NAME:**
   Utilities Department - Al Shortt, Utilities Director

2. **MEETING DATE:**
   July 26, 2018

3. **REQUESTED MOTION/ACTION:**
   Approve the proposed Agreement with Robert and Linda Churchwell for the sale of surplus City property in the amount of $168,300.

4. **AGENDA PRESENTATION**
   - [ ]
   - [ ]
   - [ ]
   - [ ]

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - [ ] Yes
   - [ ] No
   - [ ] N/A

6. **BACKGROUND:**
   Earlier this year, the City Council authorized staff to advertise the sale of nine surplus utility system parcels at six locations within the utility service area. Last month the Council approved contracts for the sale of 4 of those parcels.

   Recently, the City has been approached by a party interested in acquiring 506 Argonaut, one of the surplus parcels for which no bids were received as part of the City's solicitation. The $168,300 offer is equal to 90% of the appraisal value. This is a cash offer with a proposed closing by August 31, 2018.

   Staff recommends the City Council accept the purchase offer and authorize the City Manager and legal staff to facilitate the sale. A draft copy of the proposed sales agreement is attached. Staff anticipates the revenue will be used to defray a portion of the new wastewater treatment plant site purchase price.

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AGENDA ITEM #: [ ]
RESOLUTION 18-116

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT TO SELL SURPLUS CITY PROPERTY LOCATED AT 506 ARGONAUT STREET TO ROBERT CHURCHWELL AND LINDA CHURCHWELL, IN THE AMOUNT OF $168,300.

BE IT RESOLVED by the City Council of the City of Panama City Beach 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 Robert Churchwell and Linda Churchwell, relating to the sale of surplus City property located at 506 Argonaut Street, in the basic amount of One Hundred Sixty Eight Thousand, Three Hundred Dollars ($168,300), 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 __________, 2018.

CITY OF PANAMA CITY BEACH

By: _____________________________
   Mike Thomas, Mayor

ATTEST:

__________________________________
   Jo Smith, City Clerk
Vacant Land Contract

1. Sale and Purchase: City of Panama City Beach
   and Robert G. Churchwell and Linda S. Churchwell
   (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
   described as:
   Address: 508 Argonaut Street, Panama City Beach, 32413
   Legal Description:
   Lots 13 and South St front of Lot 12, Blk K, Bid-a-Wee Subdivision
   including all improvements existing on the Property and the following additional property:
   SEC __/TWP __/RNG __ of Bay County, Florida. Real Property ID No.: __________

2. Purchase Price: (U.S. currency) $168,300.00
   All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
   Escrow Agent's Name: Hand Arendall Harrison Sale LLC (Title Agent)
   Escrow Agent's Contact Person: DeAnna Turpen and/or Amy Myers
   Escrow Agent's Address: 304 Magnolia Avenue
   Escrow Agent's Phone: (850) 789-5343
   Escrow Agent's Email: dturpen@hsmclaw.com or amyers@hsmclaw.com
   (a) Initial deposit ($0 if left blank) (Check if applicable)
      ☐ will be delivered to Escrow Agent within ______ days (3 days if left blank)
      after Effective Date ............................................................................. $8,415.00
   (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
      ☐ within ______ days (10 days if left blank) after Effective Date
      ☐ within ______ days (3 days if left blank) after expiration of Feasibility Study Period ...
      ☐ Total Financing (see Paragraph 5) (express as a dollar amount or percentage).
      ☐ Other: $ __________
      (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
         unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):
         prorating areas of less than a full unit. The purchase price will be $ __________ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before July 26, 2018, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter offer.

4. Closing Date: This transaction will close on or before August 31, 2018 ("Closing Date"), unless specifically
   extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
   but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
   Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
   insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
   this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
   other items.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 7 pages.
5. Financing: (Check as applicable)
   (a) ☑ Buyer will pay cash for the Property with no financing contingency.
   (b) □ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)
       specified below ("Financing") within ___ days after Effective Date (Closing Date or 30 days after Effective
       Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within ___
       days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
       and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the
       Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be
       returned.
   (1) ☐ New Financing: Buyer will secure a commitment for new third party financing for $______________
       or ___% of the purchase price at (Check one) ☑ a fixed rate not exceeding ___% ☐ an
       adjustable interest rate not exceeding ___% at origination (a fixed rate at the prevailing interest rate
       based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully
       informed of the loan application status and progress and authorizes the lender or mortgage broker to
disclose all such information to Seller and Broker.
   (2) ☐ Seller Financing: Buyer will execute a ☑ first ☐ second purchase money note and mortgage to
       Seller in the amount of $______________, bearing annual interest at ___% and payable as
       follows:
       The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
       forms generally accepted in the county where the Property is located; will provide for a late payment fee
       and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
       penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
       conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
       keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
       to obtain credit, employment, and other necessary information to determine creditworthiness for the
       financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not
       Seller will make the loan.
   (3) ☑ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to
       ____________________________________________ in the approximate amount of $______________, currently payable at
       $____________, per month, including principal, interest, ☑ taxes and insurance, and having a
       ☑ fixed ☐ other (describe) interest rate of ___% which ☑ will ☐ will not escalate upon assumption. Any variance in the
       mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
       purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds ___% or
       the assumption/transfer fee exceeds $______________, either party may elect to pay the excess,
       the excess which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
       Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

6. Assignability: (Check one) Buyer ☑ may assign and thereby be released from any further liability under this
   contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☑ statutory warranty
   deed ☐ special warranty deed ☐ other (specify) ____________________________ free of liens, easements,
   and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
   restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
   other matters to which title will be subject)
   provided there exists at closing no violation of the foregoing.
   (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and
       pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
       Seller will deliver to Buyer, at
       (Check one) ☑ Seller's ☒ Buyer's expense and
       (Check one) ☑ within ___ days after Effective Date ☑ at least ___ days before Closing Date,

6. Assignability: (Check one) Buyer ☑ may assign and thereby be released from any further liability under this
   contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☑ statutory warranty
   deed ☐ special warranty deed ☐ other (specify) ____________________________ free of liens, easements,
   and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
   restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
   other matters to which title will be subject)
   provided there exists at closing no violation of the foregoing.
   (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and
       pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
       Seller will deliver to Buyer, at
       (Check one) ☑ Seller's ☒ Buyer's expense and
       (Check one) ☑ within ___ days after Effective Date ☑ at least ___ days before Closing Date,

3. Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to
   ____________________________________________ in the approximate amount of $______________, currently payable at
   $____________, per month, including principal, interest, ☑ taxes and insurance, and having a
   ☑ fixed ☐ other (describe) interest rate of ___% which ☑ will ☐ will not escalate upon assumption. Any variance in the
   mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
   purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds ___% or
   the assumption/transfer fee exceeds $______________, either party may elect to pay the excess,
   the excess which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
   Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.
8. Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) Inspections: (Check (1) or (2))

(1) □ Feasibility Study: Buyer will, at Buyer's expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Buyer gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

(2) □ No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning...
and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect Buyer’s intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line (“CCCL”): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line’s location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased. □ Buyer waives the right to receive a CCCL affidavit or survey.

9. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer’s deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier’s check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:
  - Taxes on deed
  - Recording fees for documents needed to cure title
  - Title evidence (if applicable under Paragraph 7)
  - Other:

(b) Buyer Costs:
  - Taxes and recording fees on notes and mortgages
  - Recording fees on the deed and financing statements
  - Loan expenses
  - Title evidence (if applicable under Paragraph 7)
  - Lender’s title policy at the simultaneous issue rate
  - Inspections
  - Survey
  - Insurance
  - Other: Buyer to pay all closing costs associated with the transaction

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year’s rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, □ Seller □ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners’ or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER’S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER’S OFFICE FOR FURTHER INFORMATION.
220 (f) Foreign Investment In Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by
221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
closing.
222 (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
223 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
224 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
225 will not be contingent upon, extended, or delayed by the Exchange.
226
227 10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days
228 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
229 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
230 will extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in
231 this contract.
232
233 11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing
234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.
239
240 12. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to
241 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
242 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
243 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
244 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is
245 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
246 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
247 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
248 the other, and Buyer's deposit(s) will be returned.
249
250 13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
251 electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by
252 this contract, regarding any contingency will render that contingency null and void, and this contract will
253 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received
254 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if
255 delivered to or received by that party.
256
257 14. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer.
258 Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker
259 unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed
260 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
261 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
262 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
263 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
264 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
265 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.
266 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular
267 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
268 permitted, of Seller, Buyer, and Broker.
269
270 15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive
271 closing or termination of this contract.
272 (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer
273 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting
274 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also
275 be liable for the full amount of the brokerage fee.
272 (b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,
273 including payment of deposit(s), within the time(s) specified. Seller may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer
276 will be relieved from all further obligations under this contract; or Seller, at Seller’s option, may proceed in
277 equity to enforce Seller’s rights under this contract.

278 16. Attorney’s Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney’s fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 17. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 18. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller
296 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and
297 government agencies for verification of the Property condition and facts that materially affect Property
298 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
305 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.

311 19. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
316
317 20. Brokers: The brokers named below are collectively referred to as "Broker. Instruction to closing agent:
318 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
319 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
320 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
321 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.
322
323 (a) NONE (Seller's Broker)
324 will be compensated by □ Seller □ Buyer □ both parties pursuant to □ a listing agreement □ other
325 (specify):
326
327 (b) NONE (Buyer's Broker)
328 will be compensated by □ Seller □ Buyer □ both parties □ Seller's Broker pursuant to □ a MLS offer of
329 compensation □ other (specify):

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 1 of 7 pages.

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AGENDA ITEM #
21. Additional Terms:

(a) Buyer to pay all closing costs associated with this transaction.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer’s offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer’s offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: ______________________________ Date: _______ _
Print name: Robert G. Churchwell

Buyer: ______________________________ Date: _______ _
Print name: Linda S. Churchwell

Buyer’s address for purpose of notice:

Address: 142 Wolf Creek Drive, Macon GA 31210
Phone: ___________ Fax: ___________ Email: _____________ _
City of Panama City Beach

Seller: ______________________________ Date: _______ _
Print name: Mario Gisbert, City Manager

Seller: ______________________________ Date: _______ _
Print name: Jo Smith, City Clerk

Seller’s address for purpose of notice:

Address: 110 S. Arnold Road, Panama City Beach, Florida 32413
Phone: ___________ Fax: ___________ Email: _____________ _

Effective Date: ________ (The date on which the last party signed or initialed and delivered the final offer or counter offer.)

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Buyer (___) (___) and Seller (___) (___) acknowledge receipt of a copy of this page, which is 7 of 7 pages.
REGULAR ITEM

3
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. **DEPARTMENT MAKING REQUEST/NAMESPACE:**
   - Utilities Department - Mark Shaeffer, Utilities Engineer

2. **MEETING DATE:**
   - July 26, 2018

3. **REQUESTED MOTION/ACTION:**
   Approve staff rankings of engineering firms responding to a Request for Qualifications related to General Water, Sewer and Reclaimed Utility Facilities

4. **AGENDA**
   - PRESENTATION
   - PUBLIC HEARING
   - CONSENT
   - REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - **YES**
   - **NO**
   - **N/A**

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**
   The City recently terminated two continuing engineering contracts with the firm of Baskerville-Donovan, Inc.. Staff subsequently prepared and publicly advertised a Request for Qualifications (RFQ) in accordance with Florida Statute 287.055, related to General Water, Sewer and Reclaimed Utilities. The scope of services in the RFQ is for provision of continuing engineering services on a wide variety of general water, wastewater and reclaimed water projects on an as-needed basis.

   Four (4) Statement of Qualifications (SOQ) packages from interested engineering firms were submitted in response to the advertisement. A review committee was appointed by the City Manager, comprised of Michael Roe, Wyatt Rothwell and Mark Shaeffer. The committee members individually reviewed each of the SOQ packages over a period of weeks and independently ranked each firm in accordance with the criteria established in the RFQ. Then a publicly-noticed meeting was held to discuss the submittals and committee member rankings (summary attached) of the responding engineering firms. Mott MacDonald was the highest ranked firm, second, third and fourth ranked firms are CPH, Inc., Panhandle Engineering, Inc. and McNeil Carroll Engineering, Inc./Anchor CEI respectively.

   Staff recommends that the City Council accept the staff rankings and direct staff to begin negotiations with the highest ranked firm, Mott MacDonald on a continuing Master Services Agreement (MSA). The MSA will be presented to Council for approval. Note that the agreement will not authorize any particular engineering task. Future task orders requested by Staff under the agreement will require City Manager or City Council approval, depending on the cost of services.
RESOLUTION 18-119

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR CONTINUED ENGINEERING SERVICES FOR GENERAL WATER, SEWER AND RECLAIMED UTILITIES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has requested statements of qualifications from firms for continuing engineering services for general water, sewer and reclaimed utilities; and

WHEREAS, 4 firms responded to the Request for Qualifications; and

WHEREAS, a five member evaluation committee individually reviewed the statements of qualifications; and

WHEREAS, based on the evaluations of the statements of qualifications and team presentations, the committee ranked Mott MacDonald No.1 for purposes of entering negotiations for a satisfactory contract for this work.

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for the continued engineering services for general water, sewer and reclaimed utilities with one of the Firms in the following order of ranking:

First - Mott MacDonald
Second- CPH, Inc. and
Third- Panhandle Engineering, Inc.

and to return the negotiated Agreement to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2018.

CITY OF PANAMA CITY BEACH

By: ________________
MIKE THOMAS, Mayor

ATTEST:

____________________
JO SMITH, City Clerk
### SOQ Scoring and Ranking Tabulation

**Professional Consulting Engineering Services for General Water, Sewer and Reclaimed Utilities**

**Meeting Date** 7/10/2018

<table>
<thead>
<tr>
<th>Committee Member</th>
<th>Mott MacDonald</th>
<th>CPH, Inc.</th>
<th>Panhandle Engineering, Inc.</th>
<th>McNeil Carroll/Anchor CEI</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ranking</td>
<td>Ranking</td>
<td>Ranking</td>
<td>Ranking</td>
</tr>
<tr>
<td>Michael Roe</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>Wyatt Rothwell</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Mark Shaeffer</td>
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<td>2</td>
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<tr>
<td><strong>Total Ranking Points</strong></td>
<td>4</td>
<td>6</td>
<td>9</td>
<td>11</td>
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<tr>
<td><strong>Average Score</strong></td>
<td>1.33</td>
<td>2.00</td>
<td>3.00</td>
<td>3.67</td>
</tr>
<tr>
<td><strong>Overall Committee Ranking</strong></td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
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</table>
REGULAR ITEM

4
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

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

2. **MEETING DATE:**
   July 26, 2018

3. **REQUESTED MOTION/ACTION:**
   Approve the purchase of two replacement air compressors (blowers) for the City's wastewater treatment facility which have experienced unanticipated failure and require emergency replacement.

4. **AGENDA**

<table>
<thead>
<tr>
<th>PRESENTATION</th>
<th>PUBLIC HEARING</th>
<th>CONSENT</th>
<th>REGULAR</th>
</tr>
</thead>
</table>

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - Yes [✓] No [ ] N/A [ ]
   - Budget Amendment or N/A [ ]
   - Detailed Budget Amendment Attached [✓] N/A [ ]

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**
   Each of the four treatment process units at the City's wastewater treatment facility are served by dedicated groups of blowers. In June, one of the blowers serving a process unit failed. Normally this can be addressed by reducing the loading to that process unit and directing it to the remaining three. However, on July 19th one of the blowers in another pair of blowers serving a second process unit also failed unexpectedly. Demands for air in the treatment process are greatest during the summer peak season. The air provided by these failed blowers is needed during peak flow parts of the day to maintain treatment efficiency, particularly this time of year. Direct replacement blowers are needed to avoid possible fit-up issues with alternate manufacturer units. With inadequate air, the treatment levels may drop below the required regulatory limits in the City's operation permit for the wastewater treatment facility.

   Attached is a copy of the quote to purchase two replacement blowers in the amount $35,902.00 ($17,951.00 each). These units are direct replacement for the existing units without requiring piping modifications.

   Due to the urgent need for the replacement blowers, Staff has initiated the purchase of these units and asks Council to retroactively approve this emergency purchase.

   **WHY** - To allow the City Manager to contract with Universal Blower Pac for the purchase of two replacement blower units in the amount of $35,902.00.

   **WHAT** - Allow the Utility department to maintain the needed capacity and reliability of the blowers serving the treatment process units at the City's wastewater treatment facility for compliance with its operation permit from the State.
RESOLUTION 18-122

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE EMERGENCY PURCHASE OF TWO BLOWERS FOR THE CITY'S WASTEWATER TREATMENT PLANT FROM UNIVERSAL BLOWER PAC IN THE AMOUNT OF $35,902.

WHEREAS, in June one of a pair of blowers used to supply large volumes of air to a treatment process unit at the City's wastewater treatment plant failed, and staff has begun the process of preparing documents for the procurement and solicitation of its replacement; and

WHEREAS, on July 19, a second of another pair of blowers serving a different treatment unit at the City’s water treatment plant failed, such that immediate action is required to get both of the blowers replaced as quickly as practical to maintain treatment levels during the highest flow period of the year; and

WHEREAS, the City finds that the simultaneous failure of two of the City’s blowers compromises the operation of the City’s water treatment plant, the failure of which constitutes an emergency because of the immediate threat created to the health, safety and welfare of all users of the City’s sewer utility system; and

WHEREAS, staff has solicited quotes from three or more vendors who are known suppliers of the needed blowers, and identified the availability of two blowers meeting the City’s needs and specifications that can be immediately procured; and

WHEREAS, the Council finds that, given this emergency, City’s standard competitive bidding process would create a delay in implementing the replacement of these units which is contrary to the public interest and that the competitive quotes may be substituted for the competitive bidding otherwise required.

NOW THEREFORE, BE IT RESOLVED that the City Council approves, and to the extent necessary ratifies, that certain Agreement between the City and Universal Blower Pac, relating to an emergency purchase to replace two failed blowers at the City’s water treatment plant, in the basic amount of Thirty Five Thousand, Nine Hundred Two Dollars ($35,902), inclusive of shipping costs, in
substantially the form attached and presented to the Council today.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2018.

CITY OF PANAMA CITY BEACH

By: __________________________
    Mike Thomas, Mayor

ATTEST:

__________________________
Jo Smith, City Clerk
## Quote

**Number:** U80720-CB1  **Date:** 20-Jul-18

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

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

### Terms

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<th>Line</th>
<th>Description</th>
<th>Ship Via</th>
<th>Unit Price</th>
<th>Amount</th>
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| 001   | **001**  
**Part:** 624 HF  
G-D/Heliflow Blower  
For: Emergency Repair  
HYFLJBA  
HF 624-RHBD  
in stock w/UBP - immediate shipment  
1 ea | &nbsp; &nbsp; &nbsp; | $17,294.00 | $17,294.00 |
| 002   | **002**  
**Part:** FREIGHT ESTIMATE  
46062 to 32413  
LTL Standard Service  
blower in UBP stock to ship Monday  
1 ea | &nbsp; &nbsp; | $657.00 | $657.00 |
| 003   | **003**  
**Part:** 624 HF  
G-D/Heliflow Blower  
For: Emergency Repair  
HYFLJBA  
HF 624-RHBD  
in stock w/Gardner Denver - shipment 1 week  
1 ea | &nbsp; &nbsp; | $17,294.00 | $17,294.00 |
| 004   | **004**  
**Part:** FREIGHT ESTIMATE  
46062 to 32413  
LTL Standard Service  
blower in Gardner Denver stock to ship as soon as it arrives at UBP  
1 ea | &nbsp; &nbsp; | $657.00 | $657.00 |

**Total:** $35,902.00

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**Page 1 of 2**
To
City of Panama City Beach
110 South Arnold
Panama City Beach, FL 32413

Quote
Number: U80720-CB1
Date: 20-Jul-18

Quote To
City of Panama City Beach
110 South Arnold
Panama City Beach, FL 32413

<table>
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<tr>
<th>Terms</th>
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<table>
<thead>
<tr>
<th>Quantity</th>
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<tr>
<td></td>
<td>Units shipped assembled to the extent allowable by trucking. All package equipment finish painted and skid mounted for shipment. Thank you for the opportunity to quote. $250 Order Minimum</td>
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<table>
<thead>
<tr>
<th>Unit Price</th>
<th>Amount</th>
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</table>
REGULAR ITEM

5
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Parks and Recreation

2. MEETING DATE: July 26, 2018

3. REQUESTED MOTION/ACTION:
To Appoint 5 members to the Parks and Recreation Board

4. AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes [ ] No [ ] N/A [ ]

<table>
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<tr>
<th>PRESENTATION</th>
<th>BUDGET AMENDMENT OR N/A</th>
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<td>[ ]</td>
<td>Yes [ ] No [ ] N/A [ ]</td>
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<table>
<thead>
<tr>
<th>PUBLIC HEARING</th>
<th>DETAILED BUDGET AMENDMENT ATTACHED</th>
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<tbody>
<tr>
<td>[ ]</td>
<td>Yes [ ] No [ ] N/A [ ]</td>
</tr>
</tbody>
</table>

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

The Parks and Recreation Board was established on July 26, 1996. See Ordinance No. 500, attached.

At this time consensus is for each City Council member to select one member that is a Panama City Beach resident and elector. The first (3) seats selected will serve a Three Year Term and the other (2) will serve a Two Year Term. Once established, Parks and Recreation Board members will serve Two Year Terms.

The City Council will confirm all appointments with a majority vote.

Per the direction of the City Manager, the Parks and Recreation Director will be the coordinator of the Parks and Recreation Board.

At this time it is planned to meet once per month on the first Friday of the month beginning September 7, 2018 at 12pm in the City Council Chambers. Each meeting will be tape recorded and minutes will be taken. City Council will be provided monthly with minutes from the prior Parks and Recreation Board Meeting.

At the first meeting, a Chairman, Vice Chairman and a Secretary will be appointed. The agenda will be approved with meeting days and times selected, the purpose of the Parks and Recreation Board will be discussed and an overview of the Parks and Recreation Department will be explained.
ORDINANCE NO. 500

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH
ESTABLISHING THE CITY OF PANAMA CITY BEACH
PARKS AND RECREATION BOARD; PROVIDING FOR
MEMBERSHIP, APPOINTMENT, TERMS, VACANCIES,
QUORUM, ORGANIZATION, OFFICERS, DUTIES AND
RESPONSIBILITIES; REPEALING ALL ORDINANCES IN
CONFLICT; PROVIDING FOR AN IMMEDIATELY
EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach is granted under
Chapter 166, Florida Statutes, the broad exercise of home rule
powers bestowed by the Constitution of the State of Florida; and

WHEREAS, it is the intent of the Legislature to extend to
municipalities the exercise of powers for municipal, governmental,
corporate or proprietary purposes not expressly prohibited by the
constitution, general or special law to meet changing municipal
needs; and

WHEREAS, it has been determined that the municipal needs of
the City of Panama City Beach will be best served by the creation
of a multiple faceted advisory board known as the City of Panama
City Beach Parks and Recreation Board;

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

SECTION 1. From and after the effective date hereof,
there is hereby created the City of Panama City Beach Parks and
Recreation Board.

SECTION 2. Members:

(a) The City of Panama City Beach Parks and Recreation Board
(the "Board") shall consist of five (5) volunteer members who are
interested in providing good artistic, cultural, and recreational services and represent all levels of society;

(b) Members of the Board shall be appointed by the City Council for a term of two years, except that in the appointment of the first Parks and Recreation Board pursuant to this Ordinance, the first three (3) members appointed and approved by the City Council shall be appointed for terms of three (3) years each, the second two (2) members shall be appointed for terms of two (2) years each.

(c) Members shall serve until their successors are duly qualified and appointed.

(d) Members of the Board shall be residents and qualified electors of the City.

(e) Members of the Board may be reappointed without limitation.

(f) An appointment to fill a vacancy for a non-expired term on the Board shall be for the remainder of the unexpired term of office.

SECTION 4. CHAIR; VICE-CHAIR; SECRETARY; QUORUM: There shall be a chairman, vice chairman and secretary of the Board who shall be elected by the Board annually from among their number and shall remain in office until their successors are elected.

(a) The duties of all officers shall be such as custom, law and rules of a board usually commissioned upon such officers in accordance with their titles. The Chair may appoint board members to serve as ex-officio members of subcommittees and may invite
other citizens to participate in said subcommittees.

(b) The Board shall report as directed by the City Council.

(c) For purposes of conducting business a quorum shall be deemed to be those members present at a duly called meeting of the Board.

SECTION 5. MEETINGS: The Board shall meet in regular session no less than monthly. Special meetings of the Board may be called by the City Manager or his designee, Chair of the Board, or by three (3) members of the Board collectively, upon six (6) hours public notice. All meetings and records of the Board shall be bound by the Florida Sunshine law and Public Records law.

SECTION 6. ABSENCES: A member who is absent for three (3) consecutive regular meetings or who fails to attend two thirds of the regular meetings in any year, unless the board approves said absences, shall be dropped and a vacancy declared which will be filled by an appointment by the City Council.

SECTION 7. DUTIES: The purpose of the Board is to serve as an advisory board to the City Council to develop partnerships of private, public and civic organizations or individuals to promote an increase in recreational services in the community. To this end the Board shall, where appropriate, advise on ways to finance special projects in support of recreational needs, promote, where needed, private fund raising efforts to expand and/or improve recreational services; oversee the proper and efficient administration of current or future municipal parks; establish a coalition of leisure and cultural organizations; interact and
establish partnership(s) with private clubs, groups, associations, and individuals for the purpose of providing recreational facilities; explore new programs and activities; research and implement ways to promote events, aid in capital improvements, and expand an overall level of parks and recreation services the City provides.

SECTION 8. CONDUCT OF THE MEETINGS: To the extent practicable the order of business at all regular meetings of the Board shall be as follows:

a. Call to order
b. Audience participation
c. Approval of minutes
d. Old business
e. New business
f. Report/announcements
g. Public commentary
h. Adjournment

SECTION 9. All ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflicts including but not limited to Ordinance Number 351, adopted September 14, 1989.

SECTION 10. 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 25
day of July, 1996.

ATTEST:

EXAMINED AND APPROVED by me this 26 day of July, 1996.

POSTED AT:

Beach City Hall Dated: 26 July, 1996
"Y" City Drugs Dated: 26 July, 1996
Panama City Beach Post Office Dated: 26 July, 1996