

RESOLUTION 20-178

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

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

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 10th day of September, 2020.

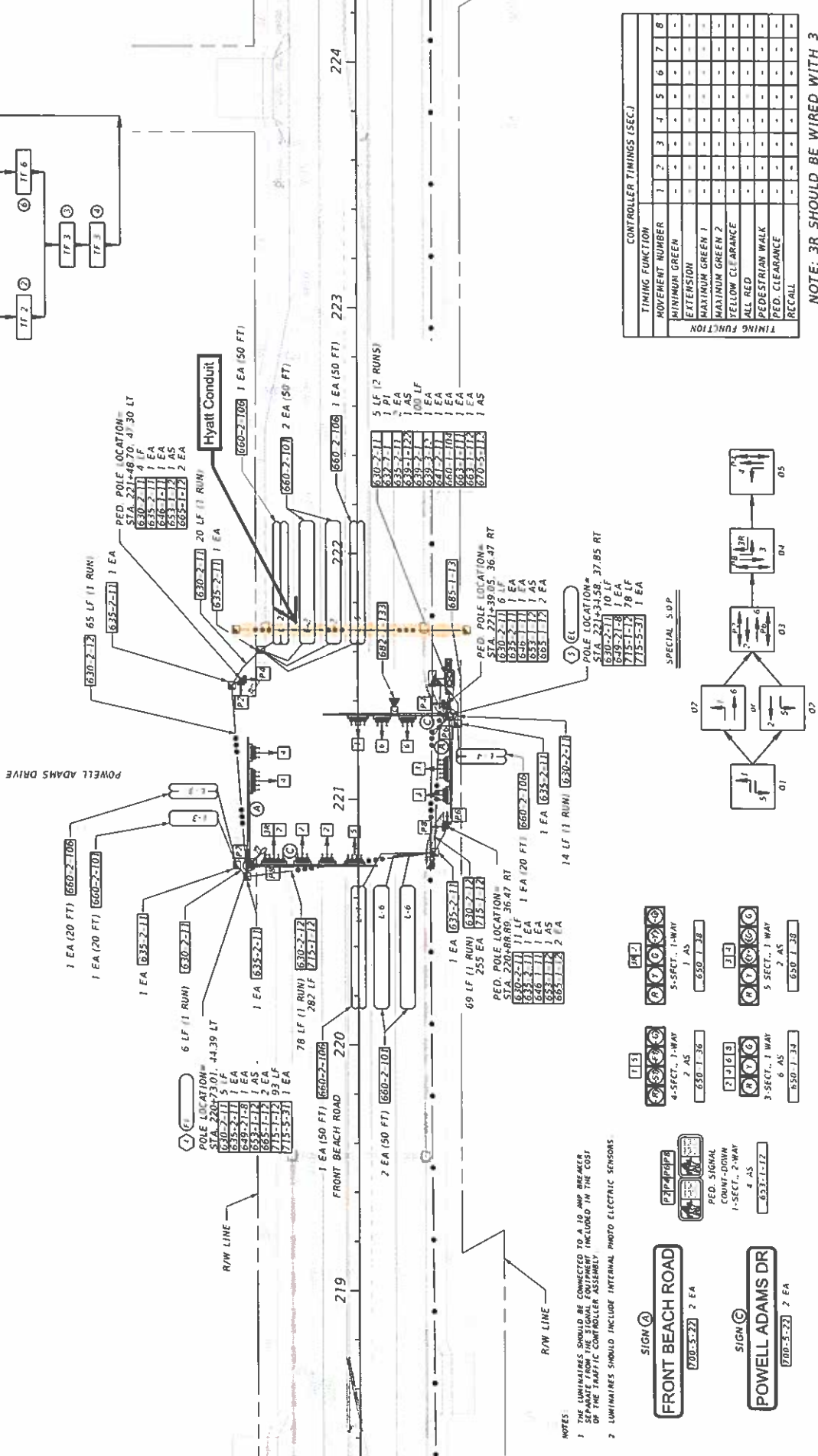
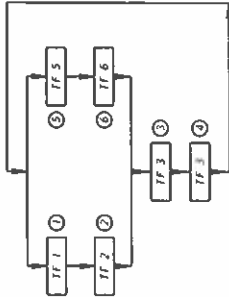
CITY OF PANAMA CITY BEACH

By: _____

Mark Sheldon
Mark Sheldon, Mayor

ATTEST:

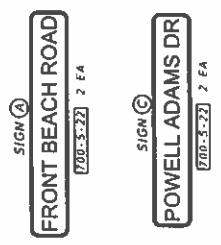
Lynne Fasone
Lynne Fasone, City Clerk



- NOTES:
- 1 LUMINAIRES SHOULD BE CONNECTED TO A 12 VDC BATTERY SEPARATE FROM THE SIGNAL CONTROLLER INCLUDED IN THE COST OF THE TRAFFIC CONTROLLER ASSEMBLY.
 - 2 LUMINAIRES SHOULD INCLUDE INTERNAL PHOTO ELECTRIC SENSORS.

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

NOTE: 3R SHOULD BE WIRED WITH 3



| DATE | DESCRIPTION | DATE | REVISIONS |
|------|-------------|------|-----------|
| | | | |

JEREMY K. BROOKS, P.E.
 P.E. LICENSE NUMBER 88616
 GORTENDLER ENGINEERING, INC.
 708 THOMAS DRIVE
 PANAMA CITY BEACH, FL 32408

ROAD NO. SR 30
 COUNTY BAY
 FINANCIAL PROJECT ID 2019-01

SHEET NO. T-6
 NOTE: 3R SHOULD BE WIRED WITH 3

POWELL ADAMS OPINION OF PROBABLE COST

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

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

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

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

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

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

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

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

Now therefore, the parties agree as follows:

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

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

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

In witness whereof:
DEVELOPER

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

By
Its

WITNESS

WITNESS

CITY OF PANAMA CITY BEACH, FLORIDA

City Manager
ATTEST:

City Clerk