



City of  
**Panama City Beach**

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

**CITY COUNCIL**  
**Regular Meeting Agenda**  
**February 25, 2021**  
**9:00 AM**

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

**A. CALL TO ORDER**

1. ROLL CALL.
2. INVOCATION BY PASTOR JASON WILLIAMS FROM WOODSTOCK CHURCH.
3. PLEDGE OF ALLEGIANCE LED BY COUNCILMAN PHIL CHESTER.
4. COMMUNITY ANNOUNCEMENTS.
5. APPROVAL OF THE REGULAR MEETING MINUTES.
  - DECEMBER 10, 2020
6. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.
7. PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS. (LIMITED TO 3 MINUTES)

**B. PRESENTATIONS**

1. EMPLOYEE PRESENTATIONS
2. IRONMAN PRESENTATION
3. GULF POWER UPDATE
4. STORMWATER 5-YEAR PLAN

**C. CONSENT AGENDA**

1. RESOLUTION 21-90, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN EMERGENCY REPAIR OF A PUMP FOR LIFT STATION 7 FROM AAG ELECTRIC MOTORS & PUMPS, INC. IN THE BASIC AMOUNT OF \$13,254.36.
- 2.\* RESOLUTION 21-91, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH CHANDLER & ASSOCIATES, INC. FOR APPRAISALS FOR THE FBR RIGHT-OF-WAY SEGMENT 4.1 PROJECT IN THE AMOUNT OF \$21,000.

3. **RESOLUTION 21-92, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AS TO FORM AND CONTENT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSENT ORDER RELATED TO THE CROSS-CONNECTION CONTROL PROGRAM FOR THE PANAMA CITY BEACH PUBLIC WATER SYSTEM.**
- 4.\* **RESOLUTION 21-93, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR CRA MID-BLOCK CROSSWALK DESIGN IN THE AMOUNT OF \$42,040.**
5. **RESOLUTION 21-94, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE LIMITED ENGAGEMENT OF HOLLAND & KNIGHT AS SPECIAL COUNSEL TO THE CITY.**
6. **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.**  
 These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

**D. REGULAR AGENDA – DISCUSSION / ACTION**

1. **ML ORDINANCE 1546, MODIFICATION TO PUD MASTER PLAN REQUIREMENTS.**
  2. **KJ KELLY STREET PINES PLAT AND PUBLIC HEARING.**
  3. **KJ RESOLUTION 21-99, HICA RELATED TO TAPESTRY PARK, PHASE 3.**
  4. **KJ TAPESTRY PARK PHASE 3 PLAT AND PUBLIC HEARING.**
  - 5\*. **DC RESOLUTION 21-96, PANHANDLE ENGINEERING TASK ORDER REJ NORTH DESIGN AND BUDGET AMENDMENT.**
  6. **JP RESOLUTION 21-97, AQUATIC CENTER 2021 SCHEDULE AND BUDGET AMENDMENT.**
  7. **DW RESOLUTION 21-100, SPECIAL EVENTS ON SANDY BEACH.**
  8. **MS DISCUSSION ITEM – TORNADO SIRENS.**
- E. INTERIM CITY MANAGER REPORT.**
- F. CITY ATTORNEY REPORT.**
- G. COUNCIL COMMENTS.**

**H. ADJOURN.**

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

**PAUL CASTO X**  
**PHIL CHESTER X**  
**GEOFF MCCONNELL X**  
**MICHAEL JARMAN X**  
**MARK SHELDON X**

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

**PAUL CASTO X**  
**PHIL CHESTER X**  
**GEOFF MCCONNELL X**  
**MICHAEL JARMAN X**  
**MARK SHELDON X**

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

*Lynne Favone* 02/19/21  
**City Clerk** **Date**

*Lynne Favone* 02/19/21  
**City Clerk** **Date**

The Agenda Packet is e-mailed to interested parties and posted on the City's website at [WWW.PCBFL.GOV/](http://WWW.PCBFL.GOV/) by close of business on 02/19/2021.

City Council meetings are live streamed on the City's website [WWW.PCBFL.GOV/](http://WWW.PCBFL.GOV/) and City Facebook page "CITY OF PANAMA CITY BEACH-GOVERNMENT".

One or more members of other City Boards may appear and speak at this meeting.

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

**COMMUNITY  
ANNOUNCEMENTS**



City of

# Panama City Beach

17007 PCB Parkway  
PCB, FL 32413  
P: (850) 233-5100  
F: (850) 233-5108  
[www.pcbgov.com](http://www.pcbgov.com)

## Community Announcements

*for February 25, 2021 Council Meeting*

<u>Date/Time</u>	<u>Event</u>	<u>Location</u>
February 27	Audubon Bird Walk	Conservation Park
February 27	Santa Rosa Beach Aerial Arts Production	Aaron Bessant Park
March 5	USA – Florida Fastpitch Challenge	Frank Brown Park
March 15 - March 22	School District Spring Break	

# **APPROVAL OF MINUTES**

# **PRESENTATIONS**



City of  
**Panama City Beach**

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**City Council Meeting**  
**February 25, 2021**

**Employee Plaque Presentation**

PD  
Chad Lindsey - 30 years

**Mayor**  
Mark Sheldon

**Vice Mayor**  
Geoff McConnell

**Ward 1**  
Paul Casto

**Ward 2**  
Phil Chester

**Ward 4**  
Michael Jarman

**Interim City  
Manager**  
Albert Shortt





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

**1. DEPARTMENT MAKING REQUEST/NAME:**

Janine Thomas, Public Works

**2. MEETING DATE:**

February 25, 2021

**3. REQUESTED MOTION/ACTION:**

Discussion of City Street Lights.

**4. AGENDA:**

PRESENTATIONS

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Public Safety  
Quality of Life  
Attractive Community

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

# City of Panama City Beach



February 25, 2021

TO: Mayor and City Council

FROM: Holly White, Finance Director

RE: Stormwater Five-Year Financial Forecast (FY 2021 – FY 2025)

I am pleased to submit for City Council review and consideration the following Stormwater Five-Year Financial Forecast that is responsive to the City Council's Strategic Plan and the service and capital needs of the community. This is the next step in planning the City's future financial strategy and a key tool in ensuring long-term fiscal sustainability. This Stormwater Five-Year Financial Forecast allows the City to look into the future to meet our financial challenges by developing long-term solutions rather than short-term fixes.

By providing a forecast of revenues and expenditures over a five-year period (FY 2021 – FY 2025), the Stormwater Five-Year Financial Forecast will assist the City Council in meeting the following key goals:

- Ensuring a financially sustainable future
- Ensuring that stormwater service assessments are utilized for the provision of stormwater management services
- Investing in the City's infrastructure
- Addressing Strategic Plan priorities

As time goes on, this plan will be monitored, as economic/business conditions will likely be different from preliminary estimates. Any significant changes in assumptions or additional budget amendments will require future modifications to the forecast. The FY 2021 budget numbers in this document include all amendments as of February 24, 2021.

**Stormwater Five-Year Financial Forecast in Brief**

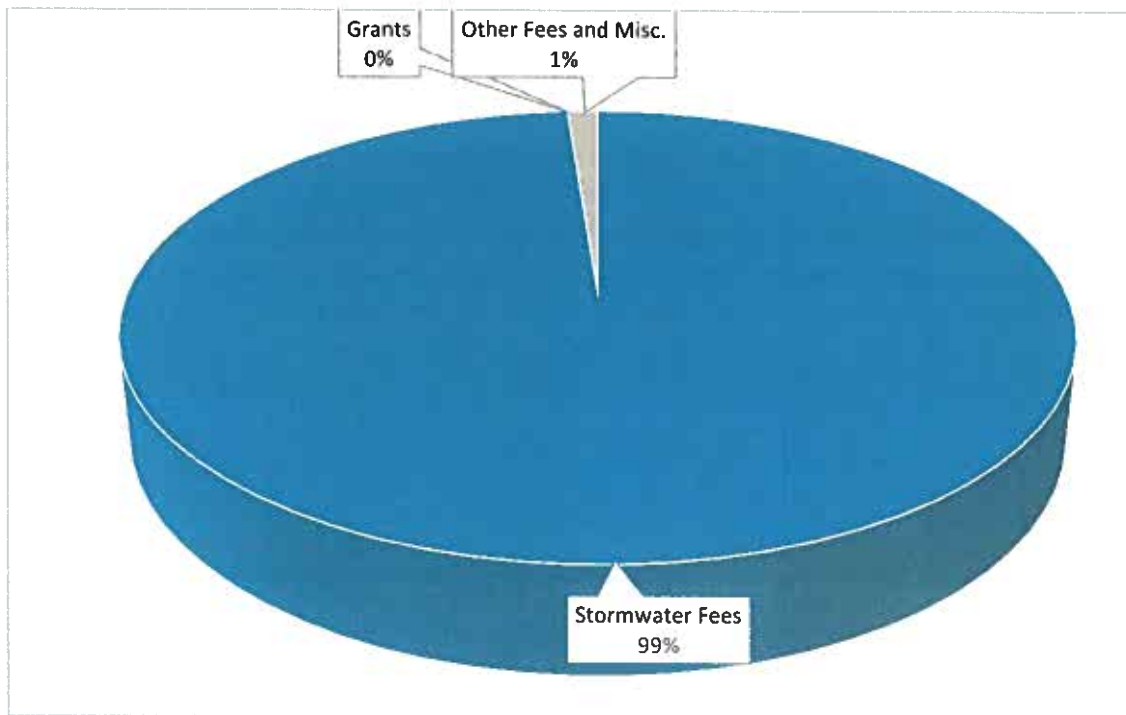
This Stormwater Five-Year Financial Forecast in Brief provides the City Council a high-level overview of the proposed Stormwater Five-Year Financial Forecast and highlights the need for a small capital expenditure reduction in FY 2025 provided additional funding sources do not become available to the City.

Stormwater Fund	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Revenues	\$ 1,723,900	\$ 2,087,800	\$ 1,936,400	\$ 2,050,500	\$ 2,175,600
Expenditures	3,279,610	2,150,490	2,267,390	2,200,490	2,455,190
<b>Budget Gap</b>	<b>\$ (1,555,710)</b>	<b>\$ (62,690)</b>	<b>\$ (330,990)</b>	<b>\$ (149,990)</b>	<b>\$ (279,590)</b>
<b>Recovery Element</b>					
Amendment to FY 2021 Budget <sup>(1)</sup>	\$ 307,000	\$ -	\$ -	\$ -	\$ -
Use of Reserves <sup>(2)</sup>	\$ 1,248,710	\$ 62,690	\$ 330,990	\$ 149,990	\$ 190,117
Reduction to Capital Expenditures <sup>(3)</sup>	-	-	-	-	89,473
<b>Net Budget</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

- (1) Anticipated changes to the FY 2021 Stormwater expenditures budget:
  - The Glades Drainage Basin (Culvert) project is expected to come in \$150 thousand under budget (\$500 thousand FY 2021 expenditures budget vs \$350 thousand expected project cost).
  - The \$430 thousand Glades Drainage Basin (Church) project has been cancelled. \$320 thousand has been repurposed to fund a portion of the Front Beach Road Stormwater Offshore Outfall project tasks 1 and 2. \$100 thousand remains in the FY 2021 expenditures budget for this cancelled project.
  - The Henley Drive project is expected to be cancelled. \$50 thousand remains in the FY 2021 expenditures budget for this project.
- (2) The Stormwater Fund FY 2021 beginning reserve is \$2 million, which will be depleted by FY 2025 to fund capital projects.
  - The FY 2021 beginning reserve is \$200 thousand greater than currently reflected in the FY 2021 budget. A budget amendment to true-up the FY 2021 beginning reserve will be brought to Council for approval later this year but has already been reflected in this Stormwater Five-Year Financial Forecast.
- (3) \$700 thousand was originally proposed for upgrades to multiple channels in FY 2025, however only \$600 thousand is projected to be available. \$100 thousand of this project will be delayed until funding is available.

## Stormwater Revenues

The following chart depicts the adopted FY 2021 Stormwater revenues budget in generalized categories:



The following table summarizes the Stormwater revenues forecast.

Revenues	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Stormwater Fees	\$ 1,702,700	\$ 1,805,000	\$ 1,913,000	\$ 2,028,000	\$ 2,150,000
Grants	-	262,500	-	-	-
Other Fees and Miscellaneous	21,200	20,300	23,400	22,500	25,600
<b>Total Revenues</b>	<b>\$ 1,723,900</b>	<b>\$ 2,087,800</b>	<b>\$ 1,936,400</b>	<b>\$ 2,050,500</b>	<b>\$ 2,175,600</b>
		21%	-7%	6%	6%

Growth	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Stormwater Fees		6%	6%	6%	6%
Grants		-	-100%	-	-
Other Fees and Miscellaneous		-4%	15%	-4%	14%
<b>Total Revenues</b>		<b>21%</b>	<b>-7%</b>	<b>6%</b>	<b>6%</b>

## Stormwater Fees



Since 2006, the City has annually levied a stormwater assessment to fund stormwater management services. The methodology initially established in 2006 has remained unchanged. The rate was level until 2017. Increase in 2018 is reflected in the above graphic.

The stormwater assessment is approved annually by the City Council and is currently comprised of the following 2 components:

- 1) A fixed component applicable to all tax parcels
- 2) A variable component determined by each tax parcel's contribution of "runoff" to the City's stormwater system based on the tax parcel's square footage of impervious area

Stormwater fees will vary as rates are changed and as undeveloped land is developed, thereby increasing the square footage of impervious area. Beginning in FY 2022, stormwater rates will increase annually based on an external price index, as defined in Resolution 20-28.

### Projections and Assumptions

	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Stormwater Fees	\$ 1,675,318	\$ 1,702,700	\$ 1,805,000	\$ 1,913,000	\$ 2,028,000	\$ 2,150,000
Growth		2%	6%	6%	6%	6%

Stormwater fees are projected to grow by 6% annually based on the following assumptions:

*Rate Increase Assumption*

Beginning in FY 2022, stormwater rates will increase annually based on the average annual growth rate in Florida personal income over the previous five years. Historically, personal income growth in Florida has ranged from -1% to 6% with an average of 3%.

*Development Assumption*

Excluding the large increase in FY 2018 driven by the rate increase, stormwater fees have increased by an average of 3% annually as a result of land development. The land development growth assumption is based on this average.

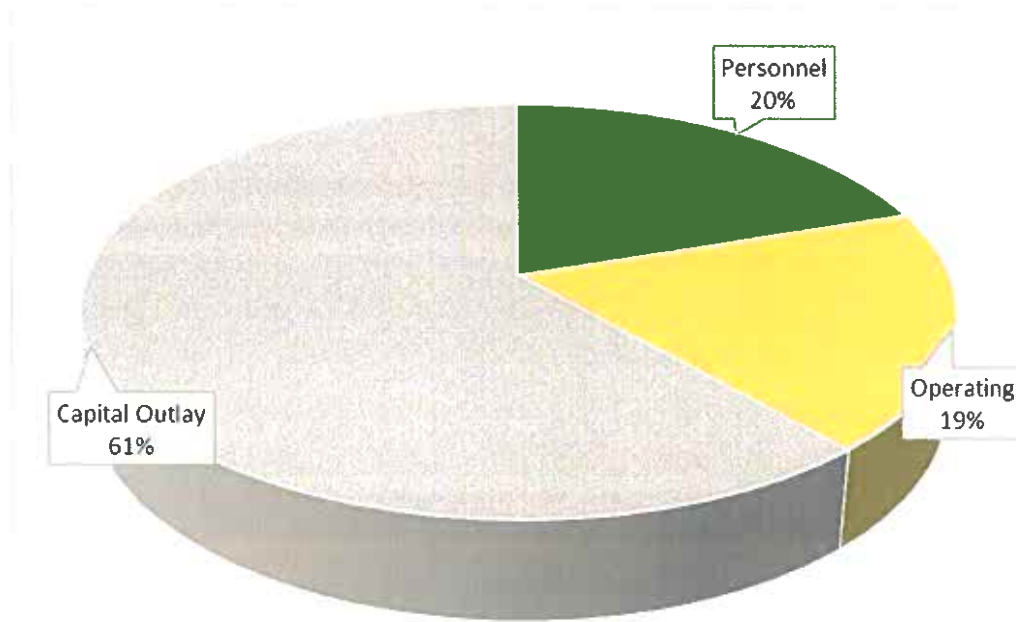
Changes to the stormwater assessment rate or methodology will require an update to the Stormwater Five-Year Financial Forecast.

**Grants**

The FY 2021 budget includes \$300 thousand for drainage improvements to Vestavia and San Souci Streets. Included in FY 2022 is a \$260 thousand grant which represents reimbursement of these improvements. The improvements will not be undertaken unless the grant funds are awarded.

**Stormwater Expenditures**

The following chart depicts the adopted FY 2021 Stormwater expenditures budget in generalized categories:



See Appendix I for FY 2022 – FY 2025 charts.

The following chart shows projected Stormwater expenditures by major category:

Expenditures	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Personnel	\$ 647,960	\$ 727,690	\$ 765,190	\$ 905,390	\$ 957,490
Operating	615,650	640,800	662,200	685,100	707,700
Capital Outlay	2,016,000	782,000	840,000	610,000	790,000
<b>Total Expenditures</b>	<b>\$ 3,279,610</b>	<b>\$ 2,150,490</b>	<b>\$ 2,267,390</b>	<b>\$ 2,200,490</b>	<b>\$ 2,455,190</b>
		-34%	5%	-3%	12%

Growth	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Personnel		12%	5%	18%	6%
Operating		4%	3%	3%	3%
Capital Outlay		-61%	7%	-27%	30%
<b>Total Expenditures</b>		<b>-34%</b>	<b>5%</b>	<b>-3%</b>	<b>12%</b>

**Personnel**

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Personnel	\$ 308,613	\$ 412,314	\$ 412,199	\$ 465,587	\$ 501,319	\$ 535,498
Growth		34%	0%	13%	8%	7%

Personnel expenditures account for 20% of the FY 2021 Stormwater expenditures budget and include both wages and personnel benefits.

*Projections and Assumptions*

	FY 2020	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Personnel	\$ 535,498	\$ 647,960	\$ 727,690	\$ 765,190	\$ 905,390	\$ 957,490
Growth		21%	12%	5%	18%	6%

*Personnel – Wages*

Salaries and wages are projected to increase for cost of living adjustments (COLA) and merit increases as follows:

	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
COLA	0%	2%	2%	2%	2%
Merit	3.5%	3%	3%	3%	3%
Total Increase	3.5%	5%	5%	5%	5%

Additionally, 3 new full-time positions have been proposed and are included in this forecast:

- 1 stormwater maintenance worker (FY 2022)
- 2 stormwater maintenance workers (FY 2024)

*Personnel – Benefits*

Personnel benefits are projected to increase as insurance costs increase and as new positions are added. The City's health insurance rates have been flat for several years, however the long-term average US healthcare inflation rate has been close to 5%. For prudence, a 5% annual growth factor has been assumed for health insurance. The City has a two-year rate lock for dental and life insurance; a 5% annual growth factor has been included thereafter. The projected annual cost per employee is summarized in the following table:



Annual Cost / Employee	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Health Insurance	\$ 7,200	\$ 7,470	\$ 7,844	\$ 8,236	\$ 8,647
Dental Insurance	\$ 306	\$ 306	\$ 317	\$ 333	\$ 350
Life Insurance	\$ 129	\$ 129	\$ 134	\$ 141	\$ 148

Growth Assumptions	Budget 2021	Forecast 2022	Forecast 2023	Forecast 2024	Forecast 2024
Health Insurance	0%	5%	5%	5%	5%
Dental Insurance	0%	0%	5%	5%	5%
Life Insurance	0%	0%	5%	5%	5%
Pension	0%	0%	0%	0%	0%

Pension contributions will grow as new positions are added and as salaries grow with merit and COLA increases. For purposes of the Stormwater Five-Year Financial Forecast, the contribution percentage is assumed to remain constant because we cannot predict the effect of investment fluctuations which drive this contribution percentage. Changes in plan assumptions, such as vesting period or rate of return, will change this rate and require an update to the Stormwater Five-Year Financial Forecast.

### Operating

Operating expenditures account for 19% of the FY 2021 Stormwater expenditures budget and include both tangible goods and professional services.

#### *Projections and Assumptions*

	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Operating	\$ 615,650	\$ 640,800	\$ 662,200	\$ 685,100	\$ 707,700
Growth		4%	3%	3%	3%

Operating expenditures increase with inflation and as new positions are added. A 3% annual growth factor has been included for all recurring operating expenditures for inflation.

### Capital Outlay

	Budget FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025
Capital Outlay	\$ 2,016,000	\$ 782,000	\$ 840,000	\$ 610,000	\$ 790,000
Growth		-61%	7%	-27%	30%

Capital expenditures account for 61% of the FY 2021 Stormwater expenditures budget. The Stormwater Five-Year Financial Forecast includes the following major capital investments:

➤ Glades Drainage Basin (Culvert) (FY 2021)	\$400 thousand <sup>(1)</sup>
➤ Stormwater Offshore Outfall Engineering Design (FY 2021)	\$400 thousand
➤ Vestavia & San Souci Drainage Improvements (FY 2021)	\$300 thousand <sup>(2)</sup>
➤ Land (FY 2021)	\$300 thousand
➤ Eagle Drive (FY 2021)	\$100 thousand
➤ Agave Intersection Improvements (FY 2021 - 22)	\$500 thousand
➤ 30' Drainage Easement Eagle Drive (FY 2022 - 23)	\$400 thousand
➤ Randy Road Drainage Improvements (FY 2022 - 23)	\$300 thousand
➤ Machinery and Equipment (FY 2021 - 25)	\$900 thousand
➤ Channel Upgrades and Future Maintenance Ph. 1 (FY 2024 - 25)	\$1.2 million <sup>(3)</sup>

(1) The Glades Drainage Basin (Culvert) project is expected to come in \$150 thousand under budget.

(2) The \$300 thousand Vestavia & San Souci Drainage Improvement project is contingent upon receiving the \$260 thousand grant.

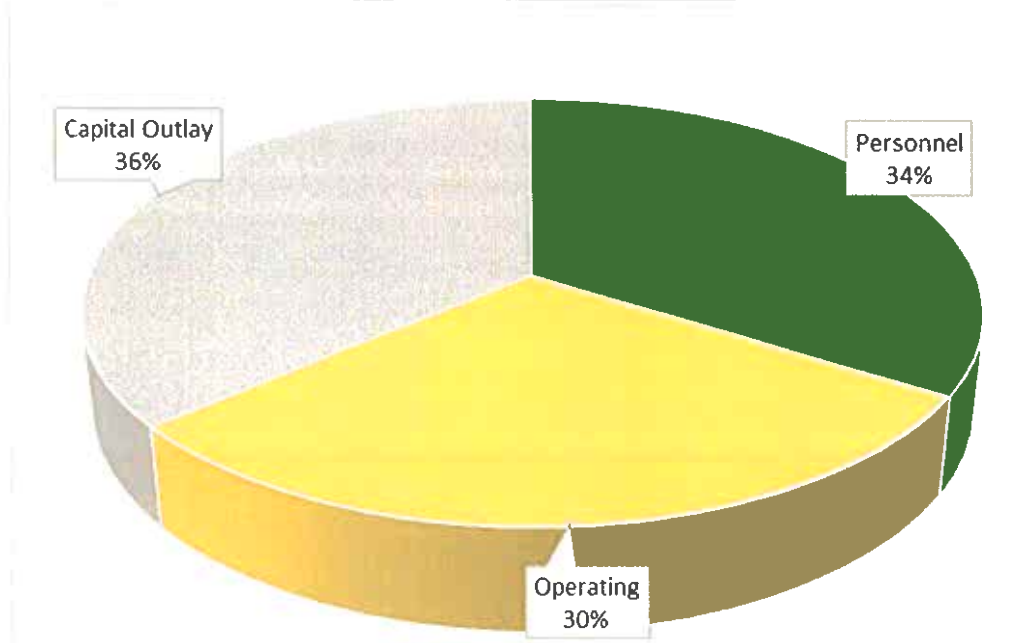
(3) \$100 thousand of the Channel Upgrades project will be delayed until funding is available.

An IT assessment study will be completed in FY 2021. The cost of a potential IT and accounting system upgrade and conversion is not yet known, however a \$60 thousand (3% of \$2 million) estimate has been included in the Stormwater Five-Year Financial Forecast. This estimate will be updated once the IT assessment study has been completed.

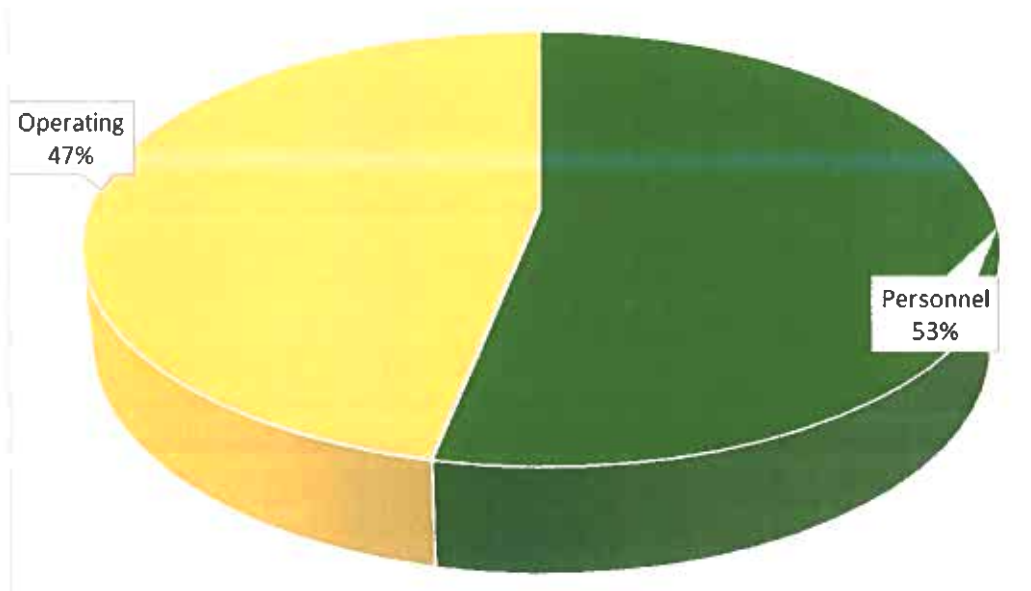
Appendix I

The following charts depict the FY 2022 – FY 2025 Stormwater expenditures forecast in generalized categories:

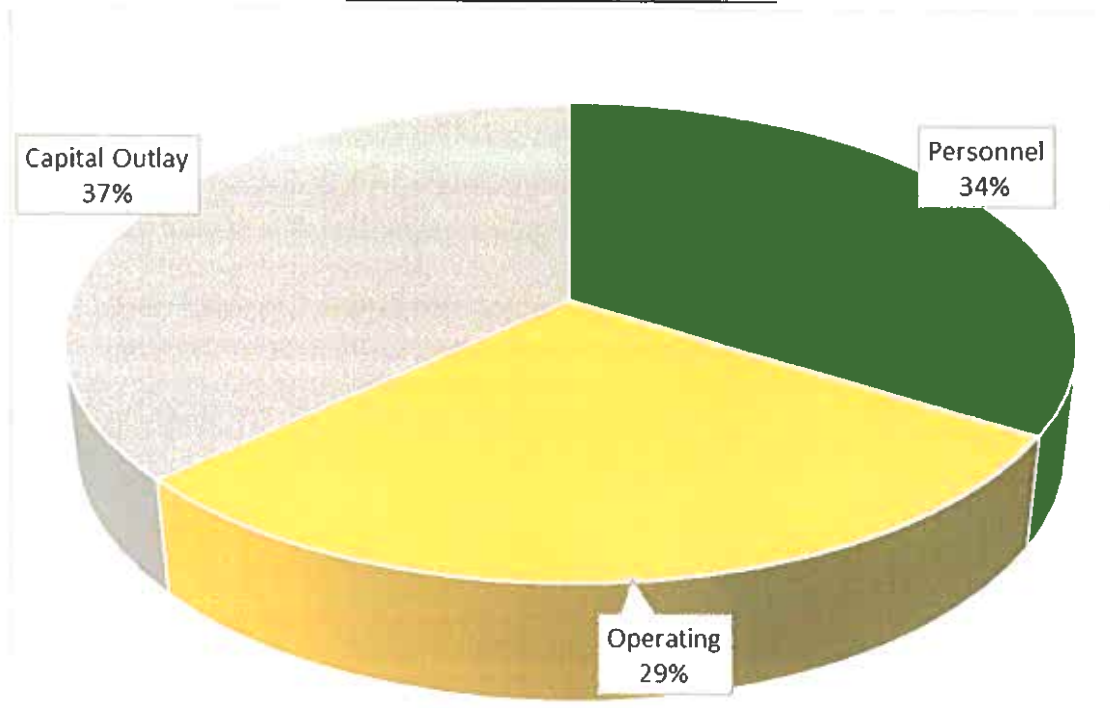
FY 2022 Forecast Total Expenditures



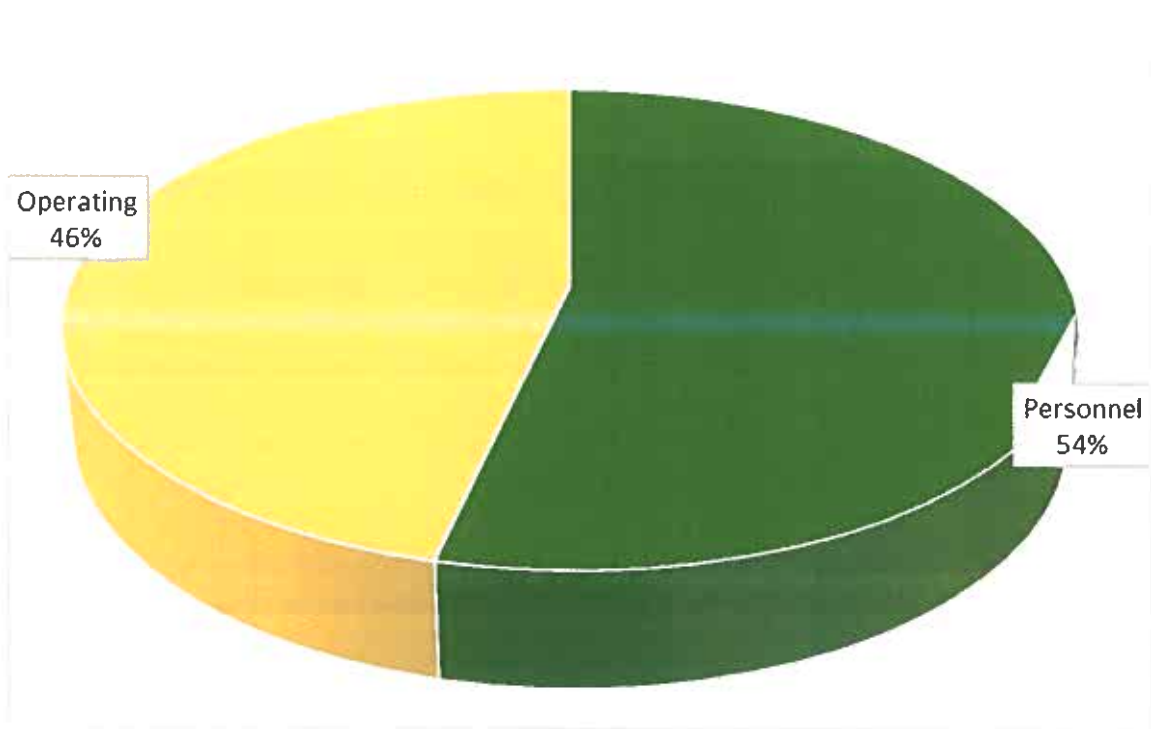
FY 2022 Forecast Non-Capital Outlay Expenditures Only



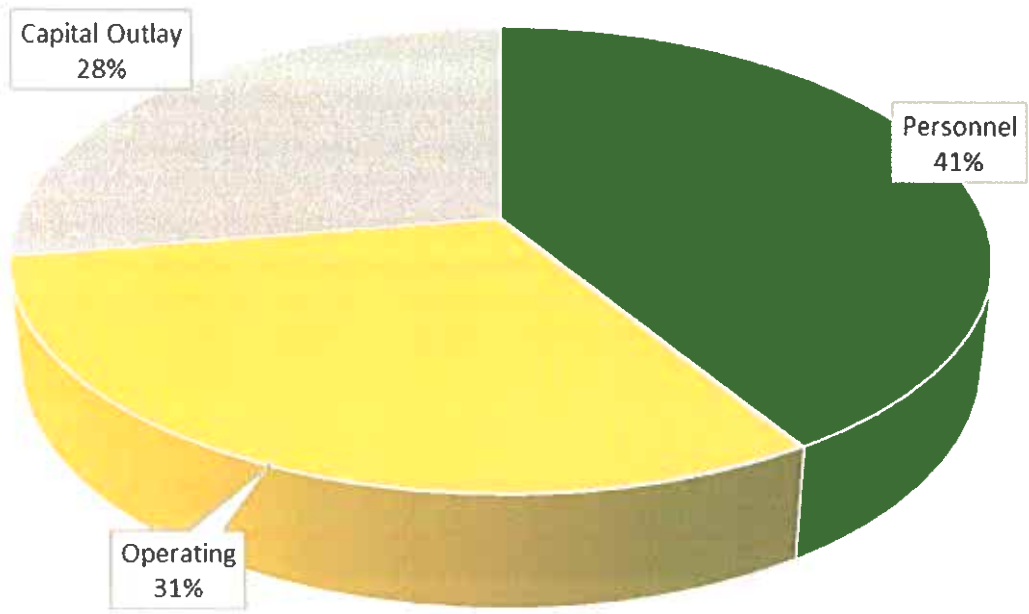
FY 2023 Forecast Total Expenditures



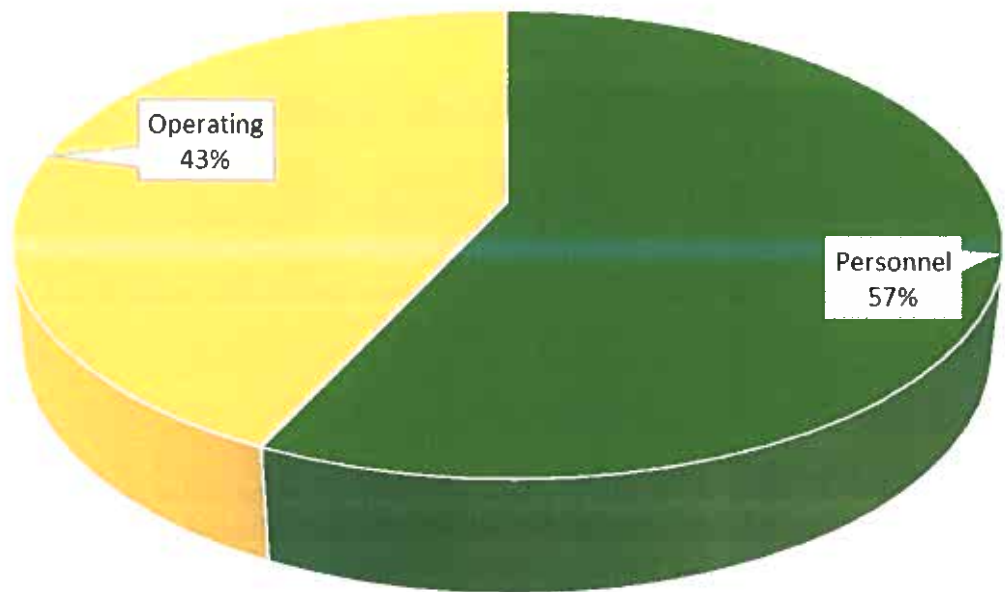
FY 2023 Forecast Non-Capital Outlay Expenditures Only



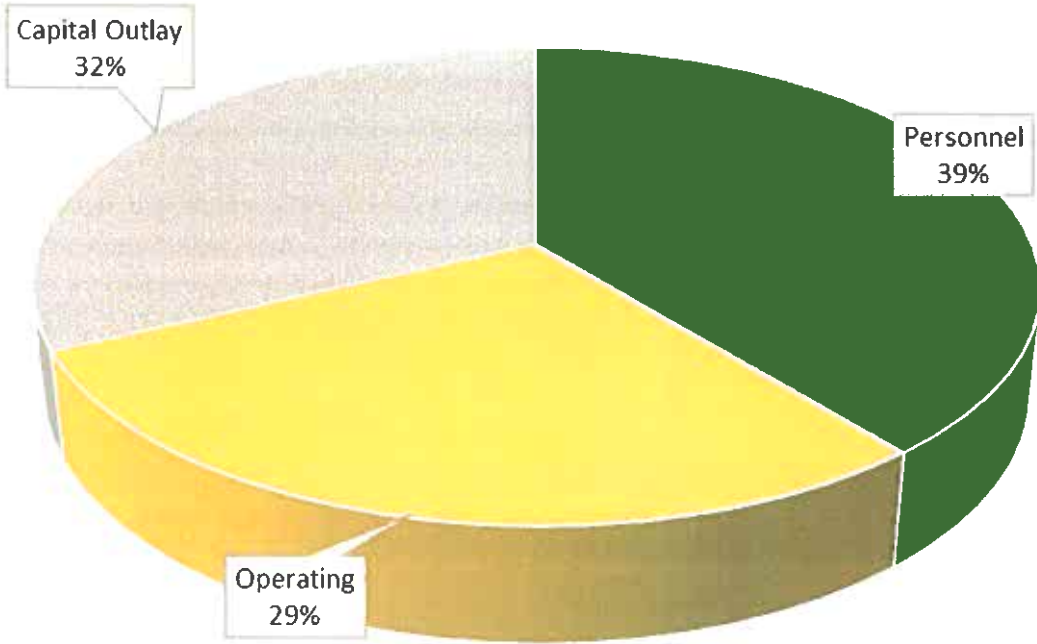
FY 2024 Forecast Total Expenditures



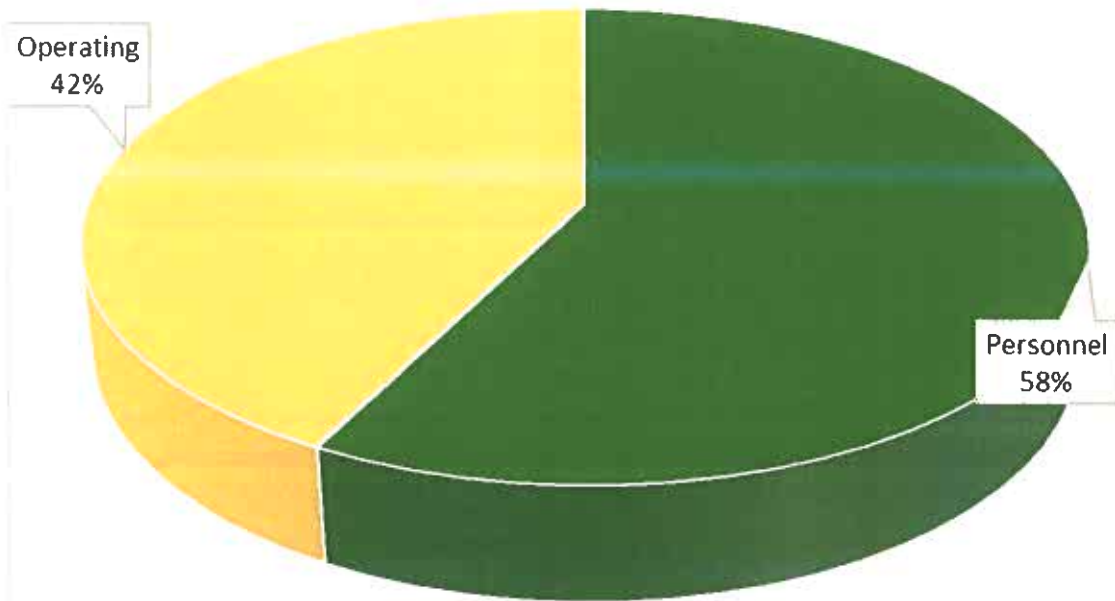
FY 2024 Forecast Non-Capital Outlay Expenditures Only



FY 2025 Forecast Total Expenditures



FY 2025 Forecast Non-Capital Outlay Expenditures Only



**CONSENT AGENDA**  
**ITEM #1**



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

**1. DEPARTMENT MAKING REQUEST/NAME:**

Mark Shaeffer, Utilities

**2. MEETING DATE:**

February 25, 2021

**3. REQUESTED MOTION/ACTION:**

Staff requests Council approval of this repair expenditure under the emergency provisions of City Charter Section 5-7(h) in the total amount of \$13,254.36.

**4. AGENDA:**

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Public Safety  
Quality of Life

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

One of the four pumps in Lift Station 7 was removed from service by City forces for routine maintenance by our local, manufacturer-certified repair shop, AAG. Upon disassembly of the pump, it was determined that the cost of the needed repairs exceeds the Utilities Department's \$10,000 spending limit. An itemized estimate of the needed repairs is attached totaling \$13,254.36. Normally, the fourth pump in Lift Station 7 is used as back-up but it could be required to operate should an inordinately high flow event occur. Although a trailer-mounted pump could be deployed to serve in this pump's place temporarily, it would require manual starting and there is a risk of potential overflow.

[21-90.Attachment.pdf](#)

[Res 21-90.Emergency Repair Pump LS 7.pdf](#)





AAG Electric Motors & Pumps, Inc  
2340 Industrial Drive  
Panama City, Florida 32405  
850-763-9386

February 12, 2021

City of Panama City Beach  
Attn: Keith

Re: LS 7

**AAG Job # 21869**

AAG Services is pleased to offer the following quote for your consideration.

**Sold New: 1/2015**

**Repaired: No Record of Repair**

Wilo-EMU 75hp, T34-6/32, FA15.77T-351, s/n 2700650250360

Wash and Bake Stator Perform Electrical Testing	\$ 550.00
2ea. 7316 BECBY Bearings	\$ 924.22
1ea. 6312 LL Bearing	\$ 230.48
75MM Mechanical Seal	\$ 1,837.58
O-Ring Kit	\$ 163.50
Dynamic Balance Rotor and Impeller	\$ 150.00
55' 2/4 Power Cable	\$ 808.55
55' 16/2 Sensor Cable	\$ 121.55
3ea. 3M Epoxy Kits	\$ 120.00
Oil	\$ 148.48
Machine Work Bore and True Volute W/R Fit	\$ 950.00
Mobile Wear Ring, Special Hardened	\$ 970.00
Stationary Wear Ring, Special Oversized Hardened	\$ 1,155.00
Shop Labor	\$ 1,625.00
Apply Two Coats of Belzona 1321 to Impeller	\$ 1,250.00
<u>Apply Two Coats of Belzona 1321 to Volute</u>	<u>\$ 2,250.00</u>
Total	\$13,254.36

New Replacement

New Wilo-EMU 75hp, T34-6/32, FA15.77T      \$ 30,696.00      12-14 weeks A.R.O.

If you have any questions please do not hesitate to contact me.

Thank you,  
Keith Gay

**RESOLUTION 21-90**

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

WHEREAS, City Lift Station 7 requires repair of one of the pumps, the Council finds and determines that the failure of this pump at Lift Station 7 constitutes an emergency which requires immediate action to protect the health, safety and welfare, which the City's standard competitive bidding process would create a delay contrary to the public health and the public interest; and

WHEREAS, the Council finds and determines that the solicitation of quotes was a necessary and appropriate substitution for the competitive bidding otherwise required.

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves, and to the extent necessary ratifies, that certain Agreement between the City and AAG Electric Motors & Pumps, Inc., relating to the emergency repair of a pump for Lift Station 7, in the basic amount of Thirteen Thousand, Two Hundred Fifty Four Dollars and Thirty-Six Cents (\$13,254.36), on substantially the terms and conditions of the quote attached and presented to the Council today, draft dated February 12, 2021 with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_\_ day of February 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

# **CONSENT AGENDA**

## **ITEM #2**



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

**1. DEPARTMENT MAKING REQUEST/NAME:**  
David Campbell, Community Redevelopment Agency

**2. MEETING DATE:**  
February 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve Resolution 21-91 for Chandler and Associates Task Order for Segment 4.1 appraisals in the amount of \$21,000.

**4. AGENDA:**

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**  
Transportation

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

4 areas of Front Beach Road Segment 4.1 require additional right of way to accommodate the road expansion. Staff is requesting Chandler and Associates provide appraisals for each parcel.

20210211 RES Chandler TO 2020-01 v2 (003).docx  
 COMBINED TASK ORDER and NTP Appraisals v2.docx  
 CAMPBELL - FRONT BEACH ROAD SEGMENT 4.1 PROPOSAL LETTER.pdf  
 MSA signed by City DOC015.pdf

**RESOLUTION 21-91**

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

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order 2021-01 to the Master Services Agreement for Professional Appraisal Services dated August 13, 2020 between the City and Chandler & Associates, Inc., relating to the appraisal of 4 parcels for Front Beach Road Right-of-Way Project Segment 4.1 project, in the total amount of Twenty One Thousand Dollars and No Cents (\$21,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

COMBINED TASK ORDER AND  
NOTICE TO PROCEED

TASK ORDER NO. 2021-01

DATE  
2/25/21

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND CHANDLER AND ASSOCIATES OF PANAMA CITY, INC. RELATING TO PROFESSIONAL APPRAISAL SERVICES dated August 13, 2020, (the "Agreement"), the terms, conditions, and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Front Beach Road Right-of-Way Project Segment 4.1.

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

a stipulated sum of \$ 21,000; or  
 a stipulated sum of \$ \_\_\_\_\_ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,  
Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and  
Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_; or  
 a fee determined on a time-involved basis with a maximum cost of \$ \_\_\_\_\_;

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

Work shall begin on March 1, 2021, and shall be completed within 60 calendar days. The date of completion of all work is therefore April 30, 2021. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both 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:  
\_\_\_\_\_

CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its:

ATTEST:  
\_\_\_\_\_ City Clerk

CITY OF PANAMA CITY BEACH, FLA.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

# Attachment A

## CHANDLER AND ASSOCIATES

OF PANAMA CITY, INC.  
REAL ESTATE APPRAISERS  
11 West 23<sup>rd</sup> Street, Building D  
Panama City, Florida 32405  
(850) 769-9455 office

RANDALL C. CHANDLER, MAI  
PRESIDENT

February 8, 2021

Mr. David O. Campbell  
City Engineer / CRA Manager  
City of Panama City Beach  
116 South Arnold Road  
Panama City Beach, Florida 32413

Re: Front Beach Road Right-of-Way Project  
Segment 4.1

Dear Mr. Campbell:

As per your request, I am writing to submit a proposal for appraisals of partial takings for Segment 4.1 of the Front Beach Road Improvement Project. As you are aware, appraisals prepared for potential eminent domain proceedings are more complex than most appraisal assignments. The following is a summary of the scope of work which is required to prepare an appraisal for a partial taking:

1. The first step is to make a "larger parcel" determination. The larger parcel is that property or that portion of a property which features unity of highest and best use, contiguity, and unity of title or ownership.
2. Next, the larger parcel is appraised without consideration of the proposed right-of-way project, before the taking.
3. The appraiser then estimates the value of the part taken as part of the whole property.
4. The appraiser then estimates the value of the remainder property, exclusive of the part taken, under the assumption the right-of-way project has been fully completed.
5. If applicable, severance damages are calculated by comparing the value of the remainder as part of the whole property with the value of the remainder after the taking. Finally, the appraiser considers any cure plans which will offset damages and any special benefits which may offset damages.



### **PARCEL 106**

Parcel 106 consists of a strip taking from Sterling Breeze Condominium Project. The strip taking is located along the north right-of-way of Front Beach Road next to the parking garage. After consulting with Jim Spalla, special counsel for eminent domain proceedings, the appraiser concluded that the larger parcel would involve the land utilized for the parking garage as well as the gulf front condominium site. The average per square foot price for the combined ownership would be applied to value the part acquired. At the present time, there does not appear to be any damages associated with the acquisition of parcel 106. Thus, the appraisal will only address the value of the vacant land and any improvements within the taking. Given the fact that this appraisal will address both the value of a gulf front site and interior land, it will require two sets of comparable sales. I have estimated the hours required to complete the assignment at 30 hours. Based on a fee of \$250 per hour, this yields a total fee of \$7,500.

### **PARCEL 107**

Parcel 107 also involves community property owned by Sterling Breeze Condominium. It consists of a strip of land 47 feet wide, 120 feet deep, containing 0.1 acres or 5,640 square feet. This site is not currently being utilized by the condominium association. It appears to be a remnant which was acquired via the acquisition of the primary condominium site. As a result, it will be appraised as a separate larger parcel. Given the fact that a portion of this property appears to be within Lullwater Lake and/or wetlands and given the fact that the site is relatively small and narrow, it has limited marketability or functional utility. The appraiser estimated the number of man hours necessary to complete the project at 18 hours. Based on a fee of \$250 per hour, this yields a total cost of \$4,500.

### **PARCEL 103**

Parcel 103 involves a strip taking of 0.020 acres or 854 square feet from a site located along the north right-of-way of Front Beach Road adjacent to the southeast boundary of Pier Park Shopping Center. This site is currently being developed with a hotel. The maximum width of the strip taking is 10.43 feet. The larger parcel consists of the entire hotel site which is under the ownership of Pier Park Resort Hotel, LLC. For the purpose of preparing this proposal, the appraiser has assumed that the owners of the proposed hotel were aware of the acquisition at the time they designed their project. Thus, we have assumed that the taking will not result in damages to the remainder and, as a result, the appraisal will only address the value of the vacant land and any improvements within the taking. If it is determined that the taking will result in damages to the remainder, the appraiser reserves the right to revise the value estimate set forth herein accordingly. We have estimated this assignment will require 18 hours and a total fee of \$4,500.



**PARCEL 101**

Parcel 101 involves a small taking along the north right-of-way of Front Beach Road at the intersection of the east entrance to Pier Park Shopping Center. Based on the definition of a larger parcel previously recited herein, the appraisal should address all of the land owned by Pier Park, LLC. Given the fact there are no damages, the appraisal could be abbreviated to address only the land without any consideration given the value of the improvements. The taking involves only 491.48 square feet of land area. This is a situation in which the cost of the appraisal would be excessive in relationship to the value of the land acquired, if the appraisal were prepared in strict compliance with Florida law. In this case, the appraiser recommends that the appraiser be allowed to deviate from these requirements and simply appraise the part taken as if it were part of a smaller outparcel. The client should recognize that this procedure would not be in compliance with Florida law and would not be suitable for the purpose of obtaining an Order of Taking. However, it would give the client guidance and support for a proposed voluntary acquisition. If the city is unable to negotiate a voluntary acquisition, a more expensive appraisal process could then be undertaken. Assuming the larger parcel were abbreviated to address only the vacant land as if it were a smaller outparcel, the appraisal can be prepared for \$4,500, based on 18 hours at \$250 per hour.

I sincerely appreciate the opportunity to submit this proposal. I am available at your convenience, to discuss the proposal and the appraisal process.

Respectfully Submitted,  
CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.

*Randall Chandler*

---

Randall C. Chandler, MAI  
State-Certified General Real Estate Appraiser RZ156

**MASTER SERVICES AGREEMENT  
BETWEEN  
CITY OF PANAMA CITY BEACH AND  
CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.  
RELATING TO  
PROFESSIONAL APPRAISAL SERVICES**

**THIS AGREEMENT** is made and entered into this 13<sup>th</sup> day of August, 2020, by and between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.** ("Appraiser").

**PREMISES**

**WHEREAS**, City desires to have Appraiser assist City with professional Appraisal services, including right of way planning consultation, the preparation of appraisal reports for negotiations, preparation of appraisal testimony for Order of Taking hearing(s); presentation of testimony at trial; update of appraisals for trial; appraisal consultation during litigation; pre-trial/pre-hearing consultation and any post-trial hearings and other related services with respect to City's acquisition of land to effect public improvements which will support and enhance various capital improvement projects; and

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

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

**1. SCOPE OF PROFESSIONAL SERVICES:**

- A. City retains Appraiser to diligently, competently and timely perform such professional Appraisal and related services as City may require, as said services may be authorized by City in individual tasks requested from time to time by City. Upon any such request from City, Appraiser will provide in writing a proposed fee. The proposed fee may be a: (i) stipulated sum; (ii) stipulated sum plus one or more specified allowances which may be authorized by City Manager or his designee; (iii) fee based on actual time expended; or (iv) any other compensation format that may be authorized by City. The proposed fee shall be based upon the hourly rates and unit parcel costs specified in the attached Exhibit A. Unless otherwise expressly set forth separately in the applicable fee proposal, the proposed fee shall be

assumed to include all compensation which City will owe Appraiser for the subject services, including all reimbursable expenses.

B. If accepted by City, the Appraiser's proposal, as that proposal may have been modified by the parties, shall be incorporated into a task order, substantially in the form set forth as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and upon its execution by both City and Appraiser, shall be deemed to be incorporated into this Agreement. If a term in this Agreement conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict, but only for that Task Order.

C. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Appraiser to perform any services and nothing herein shall be construed as entitling Appraiser to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.

D. Appraiser represents to City that it has expertise in the type of professional services that will be required and all appraisals will conform to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. City's consent or approval of any services provided by Appraiser in no manner or way will relieve Appraiser of its obligations and duties hereunder. Additionally, City's consent or approval of any services of Appraiser shall not constitute a waiver of any rights City may have pursuant to this Agreement or by law. Notwithstanding any consents or approvals by City, Appraiser remains responsible for all defects, errors, omissions or inconsistencies in its services performed pursuant to this Agreement.

## **2. COMPENSATION AND PAYMENT:**

A. The hourly rates and other factual unit costs to be used for determining compensation are set forth in Exhibit A, which is attached hereto and incorporated herein, and are to remain fixed, subject to adjustment only by the express prior written approval of City. Appraiser's total compensation for the services authorized by any particular Task Order shall be set forth exclusively in that Task Order.

B. In addition to its fee, if expressly authorized in the applicable Task Order, Appraiser shall be reimbursed for its reasonable out-of-pocket expenses upon its submission of appropriate supporting and backup documentation reasonably acceptable to City. Appraiser shall invoice City at actual costs for such authorized out-of-pocket costs including any subconsultant's compensation. Records of costs incurred under the terms of this Agreement, as well as all of Appraiser's other project related documents and records, shall be maintained by Appraiser and made available to City during the period of this Agreement, and for three (3) years after the final payment is made or such longer period of time as may be required by law. Copies of these documents and records shall be furnished to City without cost, and City or its agents shall be entitled to review, copy and audit all

such documents and records during normal business hours. Appraiser shall include a corresponding right of access, review, copying and audit by City to all project documents and records in all of Appraiser's subconsultant agreements.

C. City reserves the right to direct changes to the services required of Appraiser under this Agreement or any particular Task Order. Appraiser will be compensated for any such changes directed or authorized by City as set forth in Section 6.

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

- 1) Where a stipulated sum is specified, City shall pay Appraiser in monthly installments based upon the percentage of satisfactory completion. In support of payment, Appraiser shall submit monthly a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- 2) Where fees are computed on a time-incurred basis, the City shall pay Appraiser monthly in arrears upon receipt of an itemized statement certified by Appraiser in form and detail reasonably acceptable to City.
- 3) If authorized under the applicable Task Order, reimbursable expenses reasonably incurred shall be included in the Appraiser's monthly statement of services with such supporting documentation as may be reasonably required by Owner to substantiate the reimbursable expenses.
- 4) Notwithstanding anything in the Agreement or any Task Order to the contrary, City reserves the right to withhold payment to Appraiser in part or in full to the extent reasonably necessary to protect City's interests.
- 5) Appraiser shall be required to provide such supporting documentation for its invoice as may be required by City.

**3. SCHEDULE:** The time schedule for Appraiser's performance of the required services under any particular Task Order, shall be set forth in that Task Order.

**4. CITY'S RESPONSIBILITY:** As reasonably requested by Appraiser, City shall furnish Appraiser with such existing data, surveys, legal descriptions, plans, profiles, and other information available and useful in connection with the subject Task Order that is within City's possession and can be located, which shall be returned to City upon the completion of the services to be performed by Appraiser, unless such data, surveys, legal

descriptions, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by Appraiser and the originals returned to City. Unless otherwise noted, the Appraiser shall be entitled to rely upon the accuracy and completeness of any information supplied by the City.

**5. CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that City designates the Program Manager or his designated representative or its legal counsel to represent City in all technical matters pertaining to and arising from the work and performance of this Agreement. Provided however, neither the Program Manager nor his designated representative shall have the authority to authorize any verbal or written orders or instructions that would have the effect, or be interpreted to have the effect, of adjusting, modifying or changing in any way whatsoever 1) the time to complete any of Appraiser's required services, 2) the amount of compensation City is obligated or committed to pay Appraiser, or 3) the scope or quality of services to be provided and performed by Appraiser. The Program Manager and/or his designated representative and/or legal counsel shall have, but not be limited to, the following responsibilities:

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

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

C. Give prompt written notice to Appraiser whenever the Program Manager or his designated representative or legal counsel observes or otherwise becomes aware of any defects or changes necessary in the project.

**6. ADDITIONAL SERVICES/CHANGES IN SCOPE:**

A. As referenced in Section 2.C of this Agreement, City has retained the right to make changes to the scope of work authorized by any Task Order. Accordingly, from time to time, at City's option and in City's sole discretion, Appraiser may be directed or authorized to perform additional services ("Additional Services") City deems necessary or convenient with respect to any particular Task Order that has been issued. Provided however, City will not be responsible for the costs of any Additional Services commenced by Appraiser without City's express prior written approval or direction. If Appraiser reasonably believes that any services required by City (including any changes directed by City) constitutes Additional Services, then Appraiser shall provide prompt written notice to City of any such circumstance before commencing such services. In the event City disagrees with Appraiser's notice of Additional Services and City directs Appraiser to proceed with such services, Appraiser must submit a written claim to City within seven (7)

calendar days of City's directive to proceed. Failure to obtain either City's prior written approval for Additional Services or failure to submit a written claim within said seven (7) day period after being directed by City to proceed with services that Appraiser believes constitutes Additional Services, waives Appraiser's claim that it performed Additional Services and instead such services will be deemed to be part of the original services otherwise required of Appraiser under the applicable Task Order. The compensation for Additional Services will be an amount mutually agreed upon or if the parties fail to reach agreement on the compensation then Appraiser's compensation will be based upon the rates established in the attached Exhibit A and the actual time and out-of-pocket costs incurred by Appraiser to provide such Additional Services as reasonably determined by City.

B. Appraiser hereby waives all claims for consequential and indirect damages against City arising out of or relating to this Agreement.

## **7. TERMINATION:**

A. Either party hereto shall have the right and option to terminate this Agreement as set forth in this section. City shall have the right to terminate this Agreement and any Task Order in effect, in whole or in part, without cause upon seven (7) calendar days written notice to Appraiser. Appraiser shall have the right to terminate this Agreement in its entirety without cause upon ninety (90) calendar days written notice to City with respect to future services and work not already authorized under any particular Task Order; provided however, any services to be performed by Appraiser under a previously issued Task Order shall proceed to completion unless otherwise expressly terminated by City. Nothing in this Section shall be construed to allow Appraiser to terminate any Task Order previously issued and in effect prior to Appraiser's notice of termination for convenience. In the event of a termination for convenience by City, Appraiser's sole and exclusive recovery against City shall be limited to that portion of Appraiser's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Appraiser that are directly attributable to the termination. In the event of such termination for convenience by Appraiser, Appraiser's sole and exclusive recovery against City shall be limited to that portion of Appraiser's compensation earned through the date of termination for work performed plus any withheld retainage. In no event shall Appraiser be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on work not performed.

B. Appraiser shall be considered in default of this Agreement and such default shall be considered cause for City to terminate this Agreement in whole or in part upon written notice to Appraiser if Appraiser fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. If City determines that Appraiser is in default, Appraiser shall have seven (7)

calendar days following receipt by Appraiser of said written notice to remedy and cure the default. If such default is not remedied or cured by Appraiser within those seven (7) calendar days, then City may terminate this Agreement in whole or in part. In the event of such termination by City, Appraiser's sole and exclusive recovery against City shall be limited to that portion of Appraiser's compensation earned through the date of termination, plus any withheld retainage; provided, however, no such amounts shall be due and payable until such time as City determines its damages as a result of such default by Appraiser. City has the right to off set all damages it suffers as a result of Appraiser default from any and all amounts it may owe Appraiser under this Agreement and any Task Order. Further, in the event such damages exceed the amount owed Appraiser, Appraiser shall pay City such excess within ten (10) days of Appraiser's receipt of written demand from City for such excess amount.

C. City shall be considered in default of this Agreement and such default shall be considered cause for Appraiser to terminate any particular Task Order upon written notice to City if City fails to perform or observe any material covenant required of it with respect to such Task Order. In no event does Appraiser have the authority to terminate any Task Order for which the subject default does not apply. If Appraiser so notifies City in writing that City is in default, City shall have thirty (30) calendar days following receipt by City of said written notice to remedy and cure the default. If such default is not remedied or cured by City within those thirty (30) calendar days, then Appraiser may terminate the subject Task Order. In the event of such termination by Appraiser, and subject to the terms of this Agreement, Appraiser shall be entitled only to the same rights and recovery provided to it as a result of a termination for convenience by City per Section 7.A above.

D. If, after notice of termination of this Agreement or any Task Order or any portion of either by City as provided for in Section 7.B above, it is determined for any reason that City wrongfully terminated this Agreement or any Task Order or any portion of either or otherwise was not entitled to terminate for cause, then the notice of termination given pursuant to Section 7.B above shall be deemed to be the notice of termination for convenience by City provided for in paragraph 7.A above and Appraiser's remedies against City shall be the same as and limited to those afforded Appraiser under Section 7.A above.

E. Upon any termination and at no additional cost to City, Appraiser shall deliver to City all papers, records, documents, drawings, calculations, models, and other materials in Appraiser's possession or under its control arising out of or relating to this Agreement as directed by City. The delivery of all such items to City being a condition precedent to any further payment obligations of City under this Agreement. Appraiser may make a copy of any or all such items for its file, at its own cost and expense.

**8. TERM:** Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon its

execution by the parties, and shall continue thereafter for a term of 5 years or the completion of all outstanding Task Orders, whichever is later; provided, however, the term of this Agreement shall be amendable and renewable by City, at its sole discretion, for continuation of the term related services on an as-needed basis.

## **9. INDEMNIFICATION:**

A. To the maximum extent permitted by law, Appraiser shall defend, indemnify and hold harmless City, its officers and employees, of any and all claims, actions, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Appraiser or any person employed or utilized by Appraiser in the performance of services hereunder. The provisions of this Section 9 shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party described in this paragraph.

B. The duty to defend under this Section 9 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Appraiser, City or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Appraiser. Appraiser's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Notwithstanding the foregoing and to the extent Appraiser actually defends City and City is ultimately found responsible for such claims, City shall reimburse Appraiser its defense costs, including attorneys' and expert fees, incurred by Appraiser in providing a defense to City and its employees, but only to the extent of the City's culpability.

## **10. INSURANCE:**

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

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

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



- 2) Personal Injury/Property Damage Liability:
- 3) Liability insurance including, but not limited to:
  - a) Independent Contractor's Liability;
  - b) Contractual Liability;

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

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

4) Umbrella Liability Insurance or Excess Liability Insurance: To the extent Appraiser carries umbrella or excess liability insurance, the City shall be named additional insureds on any such policy. Coverage shall be excess of the employer's liability, commercial general liability and automobile liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit.

B. Certificates of Insurance: Prior to commencement of work on any Task Order, Appraiser shall furnish to City original, current certificates of all insurance required by this agreement, providing thirty (30) days prior written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL DELIVER THIRTY (30) DAYS PRIOR NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.** All insurance required by this agreement shall be taken out with insurers licensed to do business in Florida having an A.M. Best's rating of A-, or otherwise approved in advance in writing by City. If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with City thirty (30) days prior to the renewal date.]

**11. NEGOTIATION DATA:** Appraiser hereby certifies, covenants, and warrants that hourly rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

## 12. OWNERSHIP OF DOCUMENTS:

A. It is understood and agreed that all documents, including detailed reports, plans and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by Appraiser in connection with its services hereunder ("Project Documents") shall always be the property of City and shall be delivered to City promptly, at Appraiser's sole expense and without lien, upon City's request or termination of this Agreement by lapse of time or otherwise. Appraiser hereby assigns to City all rights, including all copyrights, to the Project Documents. Appraiser acknowledges and agrees that all Project Documents shall be deemed to be works made for hire, and all right, title, and interest in and to the Project Documents shall be vested in City, and Appraiser will take all actions necessary to secure for City all such right, title, and interest. Appraiser warrants that all materials comprising the Project Documents are original with the Project and have not been copied or derived from any other material without the express consent of the owner, proprietor, and copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Appraiser shall obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Appraiser shall assign to City any and all rights, including any copyrights, in the Project Documents that Appraiser may possess, now or in the future, and Appraiser will claim no rights adverse to City in the Project Documents. As the Project Documents are completed, Appraiser shall assign its copyright interest in such documents to City by executing and delivering to City the Assignment of Copyright, the form of which is attached as Exhibit C. Appraiser shall execute any additional documents required by City to further evidence this assignment. Appraiser, at its own expense, may retain copies of the Project Documents for its files and internal use. Appraiser shall not be liable for any use by City of the Project Documents to the extent they are modified without written approval of Appraiser.

B. City shall not use Appraiser's formal report on any other project unless City notifies Appraiser of its intended use, and obtains the Appraiser's written consent to such use.

C. Appraiser warrants to City that it has full right and authority to grant to City all rights in the Project Documents as provided for in this Section 12. Further, Appraiser hereby consents to City's use (including any use by any replacement Appraiser retained by City) of the Project Documents to complete a project following any termination of Appraiser hereunder or to perform any additions to or renovations of a Project.

D. When transferring data in electronic media format, Appraiser makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Appraiser at the beginning of the Agreement. Because the

data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The original hard copy of the documents containing the professional Appraiser's seal shall take precedence over the electronic documents.

### **13. WORK COMMENCEMENT/PROGRESS/DELAYS:**

A. The services to be rendered by Appraiser as to any particular Task Order shall commence upon execution of that Task Order and Appraiser's receipt of written notice to proceed with such services from City Manager or his designee.

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

C. Notwithstanding anything in this Agreement or any Task Order to the contrary, no interruption, interference, suspension or delay in the commencement or progress of Appraiser's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Appraiser of its duty to perform or give rise to any right to damages or additional compensation from City. Appraiser expressly acknowledges and agrees that it shall receive no damages for delay. In the event there are delays on the part of City or any applicable regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by Appraiser or any other delays not due to the fault or neglect of Appraiser, which delay the applicable schedule completion date, Appraiser's sole remedy, if any, against City shall be an equitable extension of time for such delays. Provided, however, if the delay is solely due to City's fault of neglect and the services to be provided hereunder have been delayed for a total of ninety days, Appraiser's compensation shall be adjusted only to reflect the actual incremental increase in out-of-pocket costs experienced by Appraiser, if any, as a result of such delays. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

D. Appraiser shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. Appraiser agrees that its staff, subconsultants, and subcontractors who will perform any services for the project are subject to City's reasonable approval and must be

identified in each Task Order. None of the staff, subconsultants, and subcontractors identified in a Task Order shall be removed or replaced by Appraiser without City's prior written approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to City. Appraiser is liable for all acts and omissions of its staff, subconsultants, and subcontractors.

**14. STANDARDS OF CONDUCT:**

A. Appraiser warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Appraiser to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Appraiser any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

B. Appraiser covenants that neither it nor any of its employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

C. Standards of Conduct-Conflict of Interest-Appraiser agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. Appraiser agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

**16. ASSIGNABILITY:** Appraiser shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of City.

**17. INDEPENDENT CONTRACTOR:** Appraiser is and shall remain an independent contractor and not an employee of City.

**18. CONTROLLING LAW AND VENUE:** All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction

and venue to interpret or resolve any dispute under this Agreement shall lie in the State Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

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

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

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

**22. COOPERATION:** Appraiser acknowledges that the City's projects are generally a multidisciplinary effort which require cooperation and collaboration with numerous consultants, engineers, construction managers, contractors, and counsel assisting and advising City, as well as coordination with utilities, other governmental agencies and all directions from City Manager and City Engineer. Accordingly, Appraiser agrees to cooperate with all such other parties to advance the best interests of City and the project.

**23. MEDIATION:** City and Appraiser agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated

settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Mediation is a condition precedent to filing any law suit or commencing other legal action. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This Section 23 shall survive termination of this Agreement.

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

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

By:   
\_\_\_\_\_  
Tony O'Rourke, City Manager

ATTEST:

  
\_\_\_\_\_  
Jo Smith, Interim City Clerk

**CHANDLER & ASSOCIATES OF PANAMA  
CITY, INC.  
REAL ESTATE APPRAISAL CORPORATION**

\_\_\_\_\_  
WITNESS  
PRINT NAME:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
WITNESS  
PRINT NAME:

**EXHIBIT A****HOURLY RATE AND UNIT COST SCHEDULE**

PRINCIPAL APPRAISER	\$ /HR
ASSOCIATE APPRAISER	\$ /HR

**PARCEL APPRAISAL:**

RESTRICTED USE	\$ /PARCEL
SUMMARY	\$ /PARCEL
SELF CONTAINED	\$ /PARCEL

Parcel appraisal costs will vary to be costed with specific task order.

**EXHIBIT B**

**COMBINED TASK ORDER AND  
NOTICE TO PROCEED**

TASK ORDER NO. \_\_\_\_\_

DATE \_\_\_\_\_, 2020

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND CHANDLER AND ASSOCIATES OF PANAMA CITY, INC. RELATING TO PROFESSIONAL APPRAISAL SERVICES dated \_\_\_\_\_, 2020, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

1. Pursuant to the Agreement, Appraiser agrees to perform the specific professional appraisal tasks set forth upon incorporated Attachment A, Scope of Services, to assist the City's acquisition of land to effect improvements to certain transportation corridors within the City.

2. Appraiser's compensation shall be paid in monthly installments as specified in the Agreement. Appraiser's total compensation for the services to be provided under this Task Order shall be determined as follows:

				<b>Subtotal</b>
<b>Right of Way Planning and Consultation:</b>	\$/hr	_____	x _____ hrs =	_____
<b>Restricted Use Appraisals:</b>				
_____	\$/parcel	_____	x _____ parcel(s) =	_____
<b>Summary Appraisals:</b>				
_____	\$/parcel	_____	x _____ parcel(s) =	_____
<b>Self Contained Appraisals:</b>				
_____	\$/parcel	_____	x _____ parcel(s) =	_____
<b>Litigation and Expert Witness Consultation:</b>	\$/hr	_____	x _____ hrs =	_____

**Reimbursable Expenses:**

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in this section. Should no reimbursable expenses be



particularly set forth in this section, the parties agree that reimbursable expenses shall not exceed \$\_\_\_\_\_.

Appraiser's total compensation, including reimbursable expenses, if any, will be established in a stipulated sum not to exceed \$\_\_\_\_\_.

3. Work shall begin on \_\_\_\_\_, 202\_\_\_\_, and shall be substantially completed by \_\_\_\_\_, 202\_\_\_\_. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

4. Attached hereto as Attachment B is a listing of Appraiser's staff who have been assigned to the project as well as the subconsultants and subcontractors who will be used by Appraiser on the project, if any. No changes to assigned personnel, subconsultants or subcontracts may be made by Appraiser without City's prior written consent.

Upon execution of this Task Order by both Appraiser and City, Appraiser is directed to proceed.

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

Witness:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF PANAMA CITY BEACH, FL

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**CONSENT AGENDA**  
**ITEM #3**



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

**1. DEPARTMENT MAKING REQUEST/NAME:**

Amy Myers, Public Works

**2. MEETING DATE:**

February 25, 2021

**3. REQUESTED MOTION/ACTION:**

The Florida Department of Environmental Protection has a policy requiring the installation of approved backflow prevention devices for all metered residential irrigation services that use potable water. The City complied with the FDEP request last year and is actively implementing an updated Cross Connection Control Program (CCCP) requiring installation of the devices. Unfortunately, FDEP has decided to withhold its permission for the City to place new water system extensions into service unless the City enters into the attached Consent Order related to the irrigation backflow devices. That decision will significantly limit development and growth in the City's utility service area unless the Consent Order is approved.

Staff recommends approval of the Florida Department of Environmental Protection Consent Order.

**4. AGENDA:**

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Public Safety  
Quality of Life

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

[Res 21-92.DEP Consent Order v2.pdf](#)  
[Consent Order Draft.pdf](#)

**RESOLUTION 21-92**

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

**BE IT RESOLVED** that the City of Panama City Beach, Florida, does hereby approve as to form and content the Florida Department of Environmental Protection Consent Order, relating to the Cross-Connection Control Program for the Panama City Beach Public Water System.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of February 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT ) IN THE OFFICE OF THE  
OF ENVIRONMENTAL PROTECTION ) NORTHWEST DISTRICT  
)  
v. ) OGC FILE NO. [ ]  
)  
CITY OF PANAMA CITY BEACH) )  
)

---

**CONSENT ORDER**

This Consent Order (“Order”) is entered into between the State of Florida Department of Environmental Protection (“Department”) and City of Panama City Beach (“Respondent”) to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida’s water resources and to administer and enforce the provisions of the Florida Safe Drinking Water Act, Sections 403.850, et seq., Florida Statutes (“Fla. Stat.”), and the rules promulgated and authorized in Title 62, Florida Administrative Code (“Fla. Admin. Code”). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.852(5), Fla. Stat.
3. Respondent is the owner and operator of a community water system, PWS Number 1030515, located at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, in Bay County, Florida (“System”).
4. The Department finds that Respondent is in violation of Rule 62-555.360, Fla. Admin. Code, which establishes the Cross-Connection Control (“C3”) Program requirements for public water systems. During the review of the 2019 Cross-Connection Control Annual Report for the Panama City Beach Public Water System, submitted on March 31, 2020, it was determined that the minimum required backflow protection was not provided for approximately 1784 residential customers with dedicated irrigation connections. In addition, a Compliance Assistance Offer was issued to the Respondent on August 29, 2019, followed by a Warning Letter issued on December 3, 2020, which identified the same areas of concern noted above during the August 29, 2019, sanitary survey. Having reached a resolution of the matter Respondent and the Department mutually agree and it is

**ORDERED:**

5. Respondent shall comply with the following corrective actions within the stated time periods:

a) No later than April 30, 2021, Respondent shall submit a written C3 Program Plan to the Department meeting the requirements of Rule 62-555.360, F.A.C. for review and approval.

b) No later than December 31, 2025, Respondent shall ensure that all dedicated irrigation connections meet the minimum requirements of Table 62-555.360-2, F.A.C. The Respondent must submit progress reports beginning September 1, 2021, and quarterly thereafter, verifying that a minimum of the required backflow prevention devices have been installed during the quarter in accordance with Table 1.

**Table 1. Backflow Prevention Devices Installed at Dedicated Irrigation Connections Each Quarter.**

Year	Quarter	Minimum Percent (5%) Installed	Minimum Number Installed	Number
2022	First (Jan – Mar)	6	112	112
	Second (Apr – Jun)	6	112	224
	Third (Jul – Sep)	6	112	336
	Fourth (Oct – Dec)	6	112	448
2023	First (Jan – Mar)	6	112	560
	Second (Apr – Jun)	6	112	672
	Third (Jul – Sep)	6	112	784
	Fourth (Oct – Dec)	6	112	896
2024	First (Jan – Mar)	6	112	1008
	Second (Apr – Jun)	6	112	1120
	Third (Jul – Sep)	6	112	1232
	Fourth (Oct – Dec)	6	112	1344
2025	First (Jan – Mar)	6	112	1456
	Second (Apr – Jun)	6	112	1568
	Third (Jul – Sep)	6	112	1680
	Fourth (Oct – Dec)	5.8	104	1784

6. Within 30 days of the effective date of this Order, Respondent shall submit a written estimate of the total cost of the corrective actions required by this Order to the Department. The written estimate shall identify the information the Respondent relied upon to provide the estimate.

7. Within 90 days of the effective date of this Order, Respondent shall pay the Department \$1,000.00 in settlement of the regulatory matters addressed in this Consent Order. This amount includes

\$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order.

8. Respondent agrees to pay the Department stipulated penalties in the amount of \$500.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 5 and 22 of this Order. The Department may demand stipulated penalties at any time after Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final and effective filed with the Clerk of the Department before ability to make online payment is available.

9. Except as otherwise provided, all submittals and payments required by this Order shall be sent to: Department of Environmental Protection, Northwest District Office, [NWDPWS@dep.state.fl.us](mailto:NWDPWS@dep.state.fl.us), and 160 West Government Street, Suite 308, Pensacola, Florida 32502-5794.

10. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

11. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

12. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances



beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

13. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

14. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

15. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

16. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$5,000.00 per day per violation, and criminal penalties.

18. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, Fla. Stat., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, Fla. Stat.

19. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

20. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, Fla. Stat. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b) Fla. Stat.

21. This Consent Order is a final order of the Department pursuant to section 120.52(7), Fla. Stat., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Fla. Stat. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

22. Respondent shall publish the following notice in a newspaper of daily circulation in Bay County, Florida. The notice shall be published one time only within 15 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with the City of Panama City Beach, pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the Cross-Connection Control Program violations at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, in Bay County, Florida. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northwest District Office, 160 West Government Street, Suite 308, Pensacola, Florida 32502-5794.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the

filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- d) A statement of when and how the petitioner received notice of the Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the Florida Department of Environmental Protection, Northwest District Office, 160 West Government Street, Suite 308, Pensacola, Florida, 32502-5794. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

23. Rules referenced in this Order are available at

<https://floridadep.gov/ogc/ogc/content/rules>.

FOR THE RESPONDENT:

\_\_\_\_\_  
City Manager, City of Panama City Beach

ATTEST:

\_\_\_\_\_  
City Clerk

DONE AND ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2021 in Escambia County, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

Elizabeth Mullins On  
~~Interim Director~~ \_\_\_\_\_  
Northwest District

Filed, on this date, pursuant to section 120.52, Fla. Stat., with the designated Department Clerk, receipt of which is hereby acknowledged.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

Copies furnished to:

Lea Crandall, Agency Clerk  
Mail Station 35

# **CONSENT AGENDA**

## **ITEM #4**



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

**1. DEPARTMENT MAKING REQUEST/NAME:**  
David Campbell, Community Redevelopment Agency

**2. MEETING DATE:**  
February 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve the Task Order for Dewberry Engineers, Inc. in the amount of \$42,040 to design and bid upgrades to mid-block crosswalks in the CRA identified by the Panama City Beach Police Department.

**4. AGENDA:**

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:** Public Safety

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

Council requested staff provide a cost proposal to design and bid upgrades to all existing crosswalks in the CRA identified as safety concerns by the PCB Police Department. Funds to complete the crosswalks are currently available in the FY21 budget.

[RES 21-93.CRA Dewberry Mid Block Crosswalk.pdf](#)  
[TASK-ORDER-PCB\\_CRA\\_2021-02\\_Mid-Block Crosswalks \(002\).pdf](#)  
[COMBINED TASK ORDER and NTP Crosswalks.docx](#)  
[PCB\\_FBR\\_CRA\\_Midblock\\_CostSummaryDewberry TO.pdf](#)

**RESOLUTION 21-93**

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

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and execute on behalf of the City that certain Task Order 2021-02 to the Master Services Agreement for Professional Engineering Design, Survey, Permitting and Construction Administration Services for Front Beach Road Community Redevelopment Plan Project between the City and Dewberry Engineers, Inc., for CRA Mid-Block Crosswalk Design for Front Beach Road, in the amount of Forty Two Thousand, Forty Dollars (\$42,040) 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 February 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

**CITY OF PANAMA CITY BEACH  
 MASTER SERVICES AGREEMENT  
 Professional Engineering Design, Survey, Permitting and Construction Administration Services for Front  
 Beach Road Community Redevelopment Plan Project**

**TASK ORDER 2021-02**

This Task Order is for the purpose of Dewberry Engineers Inc. as the Engineer to provide professional services for the **Community Redevelopment Plan Project (mid-block crosswalks)** to the City of Panama City Beach (City) acting by and through its Council. This scope of services is to provide engineering services for the design of mid-block crosswalks.

**SCOPE OF SERVICES AND FEE SCHEDULE**

**1.0 PROJECT MANAGEMENT & COORDINATION - \$4,540**

1. Provide project oversight and coordination between the design team, City of Panama City Beach, and Florida Department of Transportation (FDOT) as needed.
2. Coordination with design team and sub consultants throughout the project.

**2.0 MID-BLOCK CROSSWALK DESIGN - \$37,500**

Services to be provided by subconsultant Gortemoller Engineering include the assessment of conditions for 10 existing mid-block crosswalks, design and plans preparation for improvements for signage and pavement markings for the 10 existing mid-block crosswalks, coordination and permitting with FDOT, and bidding assistance. It is assumed that midblock crosswalk locations will all be included in a single plan set with a single bid phase.

Pedestrian crossing studies, the addition of new midblock crosswalks, and improvements to the pedestrian infrastructure such as curb ramps, sidewalk realignments/construction, curb modifications, signal timings, etc. are not included in the scope. Existing midblock crosswalks within CRA Segments 1, 2, and 3 are excluded from the scope due to recent improvements or improvements being made in the next coming months as part of the CRA projects.

**FEE ESTIMATE**

<b>Professional Services Fees</b>	<b><u>\$42,040.00</u></b>
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IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

**Dewberry Engineers Inc.**  
 203 Aberdeen Parkway  
 Panama City, Florida 32405

**CITY OF PANAMA CITY BEACH, FLORIDA**  
 110 S. Arnold Road  
 Panama City Beach, Florida 32413

By: 

By: \_\_\_\_\_

Name: Morgan Hurst, PE.

Name: \_\_\_\_\_

Title: Senior Project Manager

Title: Interim City Manager

Witnessed: 

Witnessed: \_\_\_\_\_

Date: 2/16/2021

Date: \_\_\_\_\_



COMBINED TASK ORDER AND  
NOTICE TO PROCEED

TASK ORDER NO. 2021-02

DATE  
2/25/21

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC. RELATING TO PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION SERVICES FOR FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN PROJECT dated June 28, 2018, (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 CRA Mid-Block Crosswalk Design.

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

- a stipulated sum of \$ 42,040; or
- a stipulated sum of \$ \_\_\_\_\_ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
  - Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and
  - Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_; or
- a fee determined on a time-involved basis with a maximum cost of \$ \_\_\_\_\_;

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

Work shall begin on March 1, 2021, and shall be completed within 45 calendar days. The date of completion of all work is therefore April 15, 2021. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both 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:

ATTEST:  
\_\_\_\_\_  
City Clerk

CITY OF PANAMA CITY BEACH, FLA.  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

## City of Panama City Beach

### Front Beach Road CRA Midblock Upgrades per PCB Police Department Recommendation

NO.	Location	ESTIMATED TOTAL COST INCLUDING ENGINEERING
1	17403 Front Beach Road, Sandpiper Beacon Beach Resort ( existing )	\$4,025
2	16230 Front Beach Road, WEST PIER PARK INTERSECTION AREA ( existing )	\$35,650
3	15201 Front Beach Road, SHARKY'S ( existing )	\$31,050
4	15100 Front Beach Road, ORIGINS CONDOMINIUMS ( existing )	\$31,625
5	14521 Front Beach Road, RUNAWAY ISLAND ( existing ) Public Beach Access 51	\$28,750
6	13615 Front Beach Road, CASA LOMA ( existing )	\$31,050
7	12818 Front Beach Road, DAYS INN, Clara Intersection ( existing )	\$14,950
8	12213 Front Beach Road, COUNTY PIER ( existing )	\$10,925
9	11807 Front Beach Road, GRAND PANAMA ( existing )	\$34,500
10	Richard Jackson Boulevard, Edgewater (Previous)	\$33,350
<b>Total:</b>		<b>\$255,875</b>

	IMMEDIATE ATTENTION - (NEW MIDBLOCK)
	IMMEDIATE ATTENTION - (EXISTING MIDBLOCK)
	IMMEDIATE ATTENTION - (SIGNALIZED INTERSECTION)
	CONSIDERING
	NEEDS TO BE ADDED

**Note:**

1. Design & Permitting cost excludes any pedestrian crossing studies.

**CONSENT AGENDA**  
**ITEM #5**



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

**1. DEPARTMENT MAKING REQUEST/NAME:**

Amy Myers, City Council

**2. MEETING DATE:**

February 25, 2021

**3. REQUESTED MOTION/ACTION:**

**4. AGENDA:**

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

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

[Res 21-94.Appointment of Special Counsel.pdf](#)  
[Holland Knight Engagement Letter.Executed.pdf](#)

**RESOLUTION 21-94**

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

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Holland & Knight, LLP, relating to the performance of an internal City investigation, on the terms and at the hourly rates set forth in the engagement letter attached and presented to the Council today, draft dated February 15, 2021, with such changes, insertions or omissions as may be approved by the Mayor and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_\_ day of February 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

# Holland & Knight

701 Brickell Avenue, Suite 3300 | Miami, FL 33131 | T 305.374.8500 | F 305 789 7799  
Holland & Knight LLP | www.hklaw.com

Michael E. Hantman  
305-789-7697  
Michael.Hantman@hklaw.com

February 15, 2021

## VIA E-MAIL

The Honorable Mayor Mark Sheldon  
City of Panama City Beach  
17007 Panama City Beach Parkway  
Panama City Beach, FL 32413  
E-Mail: Mark.Sheldon@pcbfl.gov

Re: Engagement Letter

Dear Mr. Mayor:

Thank you for retaining Holland & Knight LLP to represent the City of Panama City Beach, Florida (the "City") in connection with conducting an internal investigation. Our engagement begins on the date a fully executed copy of this engagement letter is received by me. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation.

Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies. As you will see, we have a policy of requiring an advance fee deposit with respect to the last billing for a particular matter, or if our relationship develops into an ongoing relationship, we credit portions of the advance deposit at appropriate times. Of course, if the advance fee deposit exceeds the amount of our bills, we refund the excess. In this case, we have determined that an initial deposit of \$5,000.00 is appropriate.

We agree to an hourly fee arrangement. I will be lead counsel on this matter, and my current billable hourly rate is \$730.00. I will however bill my time to the City at \$657.00 per hour, a 10% reduction. Any other attorneys or paralegals who provide assistance on this matter will be billed at their standard billable hourly rates minus 10%. In addition to our fees, our out-of-pocket costs will be billed to you monthly. You agree to pay our bills within 30 days of invoicing. Our monthly bills will be itemized and will show the lawyer, billing rate and description of services for each

The Honorable Mayor Mark Sheldon  
February 15, 2021  
Page 2

time entry. If at any time you would like to be provided more detailed information regarding our invoices or specific time entries, or if you have any other concerns regarding our invoices or services, we will be glad to address these with you.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely,

HOLLAND & KNIGHT LLP



Michael E. Hantman

Attachment

Approved this 16<sup>th</sup> day of February, 2021.

**THE CITY OF PANAMA CITY BEACH, FLORIDA**

Signature: 

Printed Name: MARK SHELDON

Title: ACTING CITY MANAGER

# **CONSENT AGENDA**

## **ITEM #6**





City of  
**Panama City Beach**

**PCB City Hall**  
17007 PCB Parkway  
PCB, FL. 32413  
P: (850) 233-5100  
F: (850) 233-5108  
www.pcbgov.com

**City Council Meeting  
February 25, 2021**

**REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.**

These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

Model	Service Tag	Red Tag	Notes
Dell Latitude D600	6DKBJ61	01997	No Hard Drive
Dell Latitude D630	DSY30G1	00379	No Hard Drive
Dell Latitude D600	7DKBJ61	01994	No Hard Drive
Dell Latitude D600	3C9V741	01866	No Hard Drive
Gateway M520X	34750429	02121	No Hard Drive
Dell Latitude D830	1NY7LF1	00395	No Hard Drive
Dell Latitude D520	CL4S2C1	00155	No Hard Drive
OptiPlex 755	9VDWJF1	00393	No Hard Drive
OptiPlex GS620	J234Y91	00100	No Hard Drive
OptiPlex GS280	FY5S571	02114	No Hard Drive

**Mayor**  
Mark Sheldon

**Vice Mayor**  
Geoff McConnell

**Ward 1**  
Paul Casto

**Ward 2**  
Phil Chester

**Ward 4**  
Michael Jarman

**Interim City  
Manager**  
Albert Shortt

# **REGULAR AGENDA**

## **ITEM #1**



## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Mel Leonard, Building & Planning

**2. MEETING DATE:**

February 25, 2021

**3. REQUESTED MOTION/ACTION:**

The Planning Board considered the attached proposed changes at their January 13, 2021 meeting and recommended approval (7 - 0).

Staff recommends the City Council discuss the proposed changes and approve the Ordinance.

**4. AGENDA:**

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Transportation  
Quality of Life  
Attractive Community

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

An application for a Planned Unit Development (mixed use development - residential and commercial) requires the owner to submit general information (bubble plan) so the Planning Board can determine if a public benefit is being provided, if the minimum mixture of land uses are provided and if potential nuisances to the surrounding property owners have been properly mitigated. For certain criteria, it is useful for the City to require more specific information so that it can better determine what and where development can occur on a site and its potential impact. More specifically, it is requested that the City Council discuss if the requirements for an application for a PUD should include more specific data and discussion regarding transportation impacts, environmental limitations (wetlands, flood zones, protected species, etc...) and open space function of a site.

The Planning Board considered the attached proposed changes at their January 13, 2021 meeting and recommended approval (7 - 0).

Staff recommends the City Council discuss the proposed changes and approve the Ordinance.

[Ord 1546 PUD Revision.pdf](#)

ORDINANCE NO. 1546

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO PUD MASTER PLANS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.02.05 of the Land Development Code of the City of Panama City Beach related to PUD Master Plans, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

**4.02.05 Planned Unit *Development* (PUD) District Standards**

- A. A planned unit development (*PUD*) is a zoning district intended to provide for flexible site design. The purpose and intent of establishing the *PUD* district are to provide procedures and standards that encourage a mixture of *Uses* anywhere in the City that are functionally integrated and that encourage innovation and imagination in the planning, design and *Development* or *Redevelopment* of tracts of land under *Single Unified Ownership or Control*.
- B. A property owner has no legal right for approval of a Master Plan. Rather, the City shall approve a *PUD* Master Plan only when it has determined that the applicant has demonstrated, to the satisfaction of the City, that the *PUD* Master Plan provides a sufficient public benefit to justify allowing the property owner to deviate from otherwise applicable minimum requirements of the *LDC*.
- C. A *PUD* shall include at least one (1) *Residential Use* and one (1) non-residential *Use*. At least three (3) *Uses* shall be included in the *PUD*. Each *Use* shall comprise at least ten (10) percent of the total land area of the *PUD* and shall be selected from the following list. Acreage dedicated to *Streets*, stormwater and other common spaces shall not be utilized in the calculation of the 10% percent lot minimum.
  - 1. *Single Family Residential*;

2. *Multi-family Residential*;
3. *Retail Sales or Services or Personal Services*;
4. *Silviculture*;
5. *Public Uses*;
6. *Recreation or Open Space*; or
7. *Light Industry*, provided the Planning Board determines that the activity has a minimal impact and is subordinate in size and intensity to at least one (1) other land *Use* within the *PUD*.

D. *Development* of each *Use* in a *PUD* shall comply with the provisions for the most restrictive zoning district classification in which that *Use* is allowed unless the *City* approves deviations from the strict application of requirements of the applicable zoning district classifications. The *City* may approve such deviations when it determines that the *Development* protects the public interest and provides a public benefit. For purposes of this section, examples of a public benefit include, but are not limited to: dedication for parks and beach access; protection of environmentally sensitive resources; or the provision of extra *Open Space*, buffering and landscaping.

E. Deviations in design standards may be approved for the following:

1. *Lot* area and *Lot* dimensions, so long as the *Development* conforms to the maximum density and intensity established for the site. The maximum density and intensity of the site shall be that permitted by the underlying zoning district. The maximum density shall only be applicable to those areas designated as *Residential* on the approved Master Plan. Acreage designated as non-residential on the Master Plan may not be Used in the calculation of *Residential* density. The maximum intensity shall only be applicable to those areas designated as non-residential on the approved Master Plan. Acreage designated as *Residential* on the Master Plan may not be Used in the calculation of non-residential intensity. *Residential Uses* may be permitted by the Planning Board within non-residential areas (as shown on an approved Master Plan) subject to a limitation of the intensity standard of the underlying zoning district. Density shall not apply to *Residential Uses* within non-residential area as shown on the Master Plan.
2. Parking requirements. See section 4.05.00.
3. *Sign* standards for the area, number and size of signs may be modified subject to the approval of a master signage plan that establishes a coordinated signage program within the *PUD*.
4. Roadway and *Access* standards. All sites within a Planned Unit *Development* shall provide at least one vehicular *Access* and at least one pedestrian and bicycle *Access* to at least one other portion of the Planned Unit *Development*.

5. **Setback** requirements, provided that a minimum **Setback** of twenty-five (25) feet shall be required when non-residential **Development, Multi-family Development or Townhomes** within the **PUD** is proposed to abut land zoned or Used for **Single Family Residential Development** outside of the **PUD**.
  
- F. A **PUD** district shall be established by **Rezoning** and simultaneous approval of a **PUD** Master Plan for the entire area **Rezoned**, both according to the procedures established in Chapter 10. In order to approve a **PUD** Master Plan or any revision thereto the Planning Board must determine that the following conditions (among others it deems appropriate) are met by the applicant:
  1. The planned **Development** is consistent with the Comprehensive Plan;
  2. The planned **Development** is coordinated rather than an aggregation of individual and unrelated **Buildings and Uses**;
  3. The planned **Development** incorporates a compatible mix of **Residential and non-residential Uses**;
  4. The planned **Development** incorporates three **Uses** meeting the required minimum proportions;
  5. The applicant is providing sufficient public benefit to allow the applicant to deviate from the regulations for **Development** of the **Uses** in the city's base zoning districts; and
  6. All land included for purpose of **Rezoning** to a **PUD** zoning district encompasses at least 5 acres and is owned or under the control of the applicant.
  7. The planned **Development** is compatible with existing **Development** abutting the proposed **PUD** district as demonstrated by the following factors, considered from the point of view of the abutting **Development**:
    - (a) Existing **Development** patterns;
    - (b) Scale, mass, height and dimensions of existing **Buildings**;
    - (c) Total density and density transitions;
    - (d) Intensity, as measured by floor area ratio and transitions;
    - (e) Extent and location of parking, **Access** points and points of connectivity to surrounding neighborhoods;
    - (f) Amount, location and direction of outdoor lighting;
    - (g) Extent and location of **Open Space**; including details of its useability, whether it is or will be landscaped and other sufficient information to determine the types of activities to occur and any value the space may have as a buffer; and

- (h) The location of *Accessory Structures* such as dumpsters, recreational equipment, swimming pools or other structures likely to generate negative impacts such as noise, lights or odors;
  - (i) Sufficiency of *Setbacks* to mitigated potential nuisances; and
  - (j) Proximity and use of all areas that will be utilized for any purpose other than landscaping;
8. The planned *Development's* traffic impact is reasonably mitigated by calculation of the proportionate share transportation mitigation fee and careful planning of all *Access Connections* and other similar traffic improvements.
9. The applicant identifies the location of all flood zones, wetlands, protected habitats and other similar environmental features and how each is to be addressed in the planned *Development*.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 4. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 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 \_\_\_\_\_,

2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR



# **REGULAR AGENDA**

## **ITEM #2**



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

**1. DEPARTMENT MAKING REQUEST/NAME:**

Janine Thomas, Public Works

**2. MEETING DATE:**

February 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve the Plat for the Kelly Street Pines Development.

**4. AGENDA:**

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Economic Development

N/A

N/A

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

The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The Kelly Street Pines development is generally located on the far western municipal boundary of Panama City Beach on the south side of Panama City Beach Parkway. The overall plan for Kelly Street Pines consists of seventeen (17) proposed residential lots. The infrastructure improvements within the residential subdivision will be dedicated to the Kelly Street Pines HOA with the exception of the maintenance and repair of the potable water utilities within the ingress and egress and utility easements being dedicated to the City of Panama City Beach. The public hearing to consider this plat has been publicly advertised. At the time of this memo, there are still outstanding items that must be addressed. If this has not been completed by the time of the Council meeting, the Council may continue the hearing. If the plat meets the requirements of Florida Statutes by the time of the meeting, the Council may approve the plat with conditions to meet the City's additional requirements. The Utilities and Public Works Department are holding a bond in the amount of \$## to ensure their items are completed.

Staff has reviewed the subject plat and determined that, if the outstanding items are addressed, it will meet applicable requirements.

# **REGULAR AGENDA**

## **ITEM #3**



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

**1. DEPARTMENT MAKING REQUEST/NAME:**

Kelly Jenkins, Public Works

**2. MEETING DATE:**

February 25, 2021

**3. REQUESTED MOTION/ACTION:**

Staff recommends approval of the Horizontal Infrastructure Completion Agreement for Tapestry Park Phase 3 between Southern Coastal Homes Inc. and the City of Panama City Beach.

**4. AGENDA:**

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:** N/A

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

The Developer is requesting final approval from the City Council of Panama City Beach, Florida for a plat of Tapestry Park Phase III, a proposed subdivision located west of Lyndell Lane and between Panama City Beach Parkway and Hutchison Boulevard.

All of the required infrastructure has not been completed at this time. The Developer intends to complete construction of roadway and sidewalk improvements within road rights-of-way, stormwater ponds, and water and sewer utilities and stormwater collection system.

The City requires the Developer's dedication and the City's acceptance of the Transportation Facilities and Horizontal Infrastructure within the Subdivision before providing service. Therefore, a Horizontal Infrastructure Completion Agreement (HICA) has been prepared for your review and approval.

Prior to the recording of the plat the developer will supply a bond in the amount of \$180,000 in favor of the City issued by a surety reasonably acceptable to the City to secure the full and timely performance of Developer's covenants set forth in this Agreement.



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

Res 21-99.Tapestry HICA.2.pdf

**RESOLUTION 21-99**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT AND BOND IN THE AMOUNT OF \$180,000 WITH SOUTHERN COASTAL HOMES, INC., RELATED TO TAPESTRY PARK PHASE 3.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Horizontal Infrastructure Completion Agreement between the City and Southern Coastal Homes, Inc., relating to the installation and construction of utilities and transportation improvements in Tapestry Park Phase 3, which improvements shall be secured by a performance bond in the amount of One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00) 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, 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 February 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

# **REGULAR AGENDA**

## **ITEM #4**



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

**1. DEPARTMENT MAKING REQUEST/NAME:**

Janine Thomas, Public Works

**2. MEETING DATE:**

February 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve the plat for the Tapestry Park Phase 3 Development.

**4. AGENDA:**

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Economic Development

N/A

N/A

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

The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The Tapestry Park Phase 3 development is generally located west of Lyndell Lane between Panama City Beach Parkway and Hutchison Boulevard. The overall plan for Tapestry Park Phase 3 consists of fifty two (52) proposed residential lots. The infrastructure improvements within the residential subdivision and all utilities will be dedicated to the City of Panama City Beach with the exception of an alleyway that will be dedicated to the Tapestry Park HOA. The public hearing to consider this plat has been publicly advertised. At the time of this memo, there are still outstanding items that must be addressed. If this has not been completed by the time of the Council meeting, the Council may continue the hearing. If the plat meets the requirements of Florida Statutes by the time of the meeting, the Council may approve the plat with conditions to meet the City's additional requirements. The Utilities and Public Works Department are holding a bond in the approximate amount of \$180,000 to ensure their items are completed.

Staff has reviewed the subject plat and determined that, if the outstanding items are addressed, it will meet applicable requirements.



# **REGULAR AGENDA**

## **ITEM #5**



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

**1. DEPARTMENT MAKING REQUEST/NAME:**

David Campbell, Community Redevelopment Agency

**2. MEETING DATE:**

February 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve a Panhandle Engineering, Inc. Task Order for Engineering Design and permitting for the intersection of Richard Jackson Blvd. and Panama City Beach Parkway and the median improvements between Publix and Home Depot. Approve the associated budget amendment.

**4. AGENDA:**

REGULAR AGENDA

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

Detailed Budget Amendment Attached: Yes

**6. IDENTIFY STRATEGIC PRIORITY:**

Transportation  
Public Safety

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

FDOT conducted a Road Safety Audit in the area of Richard Jackson Blvd and Panama City Beach Parkway in 2019. Recommendations included adding a south-bound left turn lane to North Richard Jackson Blvd and making median improvements between Publix and Home Depot. This project will improve traffic flow and reduce the number of accidents in the area. Funds for the design will come from Proportionate Share money and will require a budget amendment.

[COMBINED TASK ORDER and NTP Panhandle.docx](#)

[Res 21-96.Panhandle TO 2021-02 rev with BA.pdf](#)

[Richard Jackson N BA #29.pdf](#)

[12062 - Task Order.pdf](#)

[Extension Panhandle Engr Profsnl Engr Svcs 120419SIGNED.pdf](#)

[Res16-50 MSA Panhandle Engr Profsnl Engr Svcs TO 2016-01 Lyndell Lane Sidewalk Proj SIGNED.pdf](#)

COMBINED TASK ORDER AND  
NOTICE TO PROCEED

TASK ORDER NO. 2021-02

DATE  
2/25/21

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND PANHANDLE ENGINEERING, INC. RELATING PROFESSIONAL ENGINEERING SERVICES dated January 19, 2016, (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 Richard Jackson Blvd and Panama City Beach Parkway Intersection Improvements.

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

a stipulated sum of \$ 98,600; or  
 a stipulated sum of \$ \_\_\_\_\_ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,  
Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and  
Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_; or  
 a fee determined on a time-involved basis with a maximum cost of \$ \_\_\_\_\_;

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

Design work shall begin on March 1, 20 21, and shall be completed within 180 calendar days. The date of completion of all design work is therefore August 28, 20 21. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both 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:  
\_\_\_\_\_

PANHANDLE ENGINEERING, INC.  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its:

ATTEST:  
\_\_\_\_\_  
City Clerk

CITY OF PANAMA CITY BEACH, FLA.  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

**RESOLUTION 21-96**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH PANHANDLE ENGINEERING, INC. FOR ENGINEERING SERVICES FOR N. RICHARD JACKSON BOULEVARD AND PANAMA CITY BEACH PARKWAY INTERSECTION IMPROVEMENTS IN THE AMOUNT OF \$98,600, AND AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE.**

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

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order 2021-02 to the Master Services Agreement dated January 28, 2016 between the City and Panhandle Engineering, Inc., relating to the design and engineering of N. Richard Jackson Boulevard and Panama City Beach Parkway Intersection Improvements, in the total amount of Ninety Eight Thousand Six Hundred Dollars and No Cents (\$98,600), in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The following budget amendment #29 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020 and ending September 30, 2021, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated therein.
3. This Resolution shall take effect immediately upon passage.

**PASSED, APPROVED AND ADOPTED** at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of February, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

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

No. BA # 29

FUND	CRA	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	160-5901-559.65-79	Construction-in-Progress R Jackson N Improvements	0.00	100,000.00	100,000.00
FROM	160-5901-559.95-00	Reserves Restricted	43,390,244.00	(100,000.00)	43,290,244.00
		Check Adjustment Totals:	43,390,244.00	0.00	43,390,244.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**  
To appropriate funds for engineering design services for R Jackson North intersection improvements;  
the funds being utilized represent proportionate fair share payments collected on Panama City Beach  
Parkway which are allowed to be used on the R Jackson North intersection project

ROUTING FOR APPROVAL

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE

\_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

PCB Parkway Prop Share Funds

MidSouth Bank 12851 PCB Pkwy	\$43,169
Eventide Apartments	\$156,800
Comfort Inn & Suites	\$4,800
Hutchison Blvd Offices	\$6,400
AMI Convenience Store	\$16,000
Springhill Suites	\$40,000
Capital Holdings	\$11,200
Pelican Pointe Apts (Clarence Ave)	\$2,328
11900 Hutchinson Blvd Fuel 360	\$12,800
Moonraker	\$52,800
	\$346,297

<b>Total that can be used for R. Jackson - Pkwy Intersection Improvements</b>	<b>\$282,328</b>
---	------------------

## Holly White

---

**From:** David Campbell  
**Sent:** Friday, February 12, 2021 12:43 PM  
**To:** Holly White  
**Subject:** FW: PCB Parkway Prop Share Funds by Project  
**Attachments:** PCB Parkway Prop Share Funds by Project R Jax Pkwy Intersection.xlsx

FYI

David O. Campbell, PE  
 CRA Manager  
 City of Panama City Beach  
 116 S. Arnold Road  
 Panama City Beach, FL 32413  
 850-233-5054 ext 2401



Under Florida law, e-mail addresses and contents and text messages are public records. If you do not want your e-mail address and content released to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**From:** Mel Leonard <Mel.Leonard@pcbfl.gov>  
**Sent:** Friday, February 12, 2021 11:08 AM  
**To:** David Campbell <David.Campbell@pcbfl.gov>  
**Cc:** Kelly Jenkins <Kelly.Jenkins@pcbfl.gov>; Kathy Younce <Kathy.Younce@pcbfl.gov>  
**Subject:** RE: PCB Parkway Prop Share Funds by Project

David,

Please see the attached spreadsheet. The projects and total amount available for the R. Jax – Pkwy intersection improvements are highlighted in **green**. Let me know if you need anything else.

Mel Leonard  
 Building and Planning Director  
 City of Panama City Beach  
 116 S. Arnold Road  
 Panama City Beach, FL 32413

O (850) 233-5100, Ext. 2231  
 C (850) 819-5876  
[www.pcbgov.com](http://www.pcbgov.com)



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**From:** David Campbell <[David.Campbell@pcbfl.gov](mailto:David.Campbell@pcbfl.gov)>  
**Sent:** Wednesday, February 3, 2021 8:36 AM  
**To:** Mel Leonard <[Mel.Leonard@pcbfl.gov](mailto:Mel.Leonard@pcbfl.gov)>  
**Cc:** Kelly Jenkins <[Kelly.Jenkins@pcbfl.gov](mailto:Kelly.Jenkins@pcbfl.gov)>; Kathy Younce <[Kathy.Younce@pcbfl.gov](mailto:Kathy.Younce@pcbfl.gov)>  
**Subject:** FW: PCB Parkway Prop Share Funds by Project

Mel, Can you take a look at the attached prop share money spread sheet and let me know which one's I can use for the Richard Jackson north intersection improvements?

Thanks,

*David O. Campbell, PE*  
 CRA Manager  
 City of Panama City Beach  
 116 S. Arnold Road  
 Panama City Beach, FL 32413  
 904-233-5054 ext 2401



Under Florida law, e-mail addresses and contents and text messages are public records. If you do not want your e-mail address and content released to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**From:** Joey St. Germain <[Joey.St.Germain@pcbfl.gov](mailto:Joey.St.Germain@pcbfl.gov)>  
**Sent:** Tuesday, February 2, 2021 1:16 PM  
**To:** David Campbell <[David.Campbell@pcbfl.gov](mailto:David.Campbell@pcbfl.gov)>  
**Cc:** Holly White <[Holly.White@pcbfl.gov](mailto:Holly.White@pcbfl.gov)>  
**Subject:** RE: PCB Parkway Prop Share Funds by Project

And here it is as an attachment incase the table in my last email didn't show up.

Joey St. Germain  
 Budget Analyst  
 City of Panama City Beach  
 17007 Panama City Beach Parkway  
 Panama City Beach, FL 32413



O (850) 233-5100, Ext. 2224

[www.pcbgov.com](http://www.pcbgov.com)



---

**From:** Joey St. Germain  
**Sent:** Tuesday, February 2, 2021 1:11 PM  
**To:** David Campbell <[David.Campbell@pcbfl.gov](mailto:David.Campbell@pcbfl.gov)>  
**Cc:** Holly White <[Holly.White@pcbfl.gov](mailto:Holly.White@pcbfl.gov)>  
**Subject:** PCB Parkway Prop Share Funds by Project

Hi David,

As promised, here is the list of PCB Parkway prop. share funds by project:

<< OLE Object: Picture (Device Independent Bitmap) >>

Thanks,  
Joey

Joey St. Germain  
Budget Analyst  
City of Panama City Beach  
17007 Panama City Beach Parkway  
Panama City Beach, FL 32413

O (850) 233-5100, Ext. 2224

[www.pcbgov.com](http://www.pcbgov.com)

<< OLE Object: Picture (Device Independent Bitmap) >>

February 10, 2021

**Mr. David Campbell, PE, CRA Director**  
**City of Panama City Beach**  
110 South Arnold Road  
Panama City Beach, FL 32413

RE: **Richard Jackson Blvd & PCB Parkway Intersection Improvements**  
Proposed Task Order  
PE File #12062

Dear Mr. Campbell:

*Panhandle Engineering, Inc.* appreciates the opportunity to provide professional engineering services to the City of Panama City Beach. Based on the information you provided, our onsite investigation, familiarity with the local conditions and permitting requirements, we have prepared and attached a proposed Task Order, for the City's consideration.

It is our understanding that the scope of work is to support and execute a plan to improve traffic flow through the intersection of Panama City Beach Parkway, Richard Jackson Boulevard, and North Richard Jackson Boulevard (NRJB). Of specific focus, is the need to improve southbound traffic on NRJB turning east onto Panama City Beach Parkway.

The current 230-ft single-stack left turn lane does not provide for reasonable relief of southbound NRJB traffic volume turning left onto Panama City Beach Parkway. The southbound NRJB traffic volume originates from the following:

- Breakfast Point Academy
- Breakfast Point Residential Subdivisions 1, 2 & 3
- Two (2) commercial shopping center complexes totaling over 30 acres

The intersection at Panama City Beach Parkway and Breakfast Point Boulevard, approximately 3,900 feet to the west of the NRJB intersection, provides limited left turn opportunity since it is an unsignalized intersection with cross traffic on Panama City Beach Parkway of approximately 40,000 vehicles per day/average annual daily trips (AADT). A large multi-family apartment complex (350+/- units) is also served by the Breakfast Point Boulevard connection to Panama City Beach Parkway.

We have developed a proposed Task Order to address both phases per your request and is attached and labeled as **Exhibit "A"**. Also attached is a conceptual plan, which identifies each phase and the proposed improvements.

The attached Task Order describes our proposed scope of work for design, plan preparation, permitting, bidding support and services during construction for each phase labeled as Phase A and Phase B.



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

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

Mr. David Campbell, PE, CRA Director

January 28, 2021

Page 2 of 2

Our pre-design opinion of probable construction cost for each phase is as follows:

<b>Phase A</b>	<b>\$292,925.00</b>
<b>Phase B</b>	<b>\$173,755.00</b>

Thank you for the opportunity to continue to provide professional services to the City. If this task order is acceptable to the City Council, please have the City Manager sign our task order and provide us a copy for our files. We look forward to working with you on this important project.

If you have any questions, please give me a call.

Sincerely,

**PANHANDLE ENGINEERING, INC.**



Chris Forehand, PE  
Vice President

cc: James Slonina, PE, President



**EXHIBIT "A"**

**TASK ORDER**

**City of Panama City Beach**

**Richard Jackson Blvd & Panama City Beach Parkway Intersection Improvements**

**PE File #12062**

This Task Order is for the purpose of **Panhandle Engineering, Inc. (PE)** as the Engineer to provide professional services for the Richard Jackson Boulevard & Panama City Beach Parkway Intersection Improvements to the **City of Panama City Beach (City)** acting by and through its Council. **PE** has developed the following scope of services and associated fee schedule.

**GEOTECHNICAL SERVICES FOR PHASE A & B** **\$4,200**

The geotechnical services will consist of four (4) 10' SPT borings in the proposed turn lane limits for both phases and one (1) 30' SPT boring for the new mast arm.

**Magnum Engineering** will perform all geotechnical work and will be a subconsultant to **PE**.

**SURVEY FOR PHASE A & B** **\$10,950**

The survey will consist of topographical information with one-foot contours to include cross sections at 50-foot intervals from the right-of-way line to right-of-way line. Survey will also locate all underground (subsurface utility exploration for the mast arm) and above-ground utilities, and other improvements in the right-of-way along the proposed intersection improvements. All survey will be in state plane coordinates and NAVD 88 Datum. **Dewberry** will perform all surveying work and will be a sub-consultant to **PE**.

**PHASE A**

---

Our proposed scope of services for **Phase A** are as follows:

**MODIFIED SIGNAL/MAST ARM DESIGN** **\$12,000**

The scope includes design of the modified signal design which includes a new mast arm pole design and signalization design. The scope also includes the structural design of the mast arm pole. **Kimley-Horn** will perform the modified signal design and new mast arm design and will be a subconsultant to **PE**.

**DESIGN/PERMITTING & PREPARATION OF CONSTRUCTION PLANS – PHASE A (230' Turn Lane)** **\$26,000**

*PE* will provide design to meet minimum requirements of FDOT and City standards to include slope design, crosswalk design signage, pavements markings, signalization design, and minimal surface drainage where needed.

1. *PE* will design the turn lane will and it will be based on the Florida Green Book, FDOT Design Standards, MUTCD, and ADA for the crosswalk.
2. *PE* will design all curb with associated drainage improvements needed.
3. *PE* will design all signalization improvements as needed for Phase A.
4. *PE* Will provide details for slope stabilization, erosion control, staging, and technical specifications.
5. *PE* will provide construction plans with the details for bidding.
  
6. *PE* will attend meetings with the City as required to efficiently complete the design services required under this scope of work. Anticipated meetings are as follows:
  - a. Kick-off meeting with City Staff
  - b. Preliminary Layout Meeting at 30% to Evaluate Options for Sidewalk Placement
  - c. 60% Review Meeting with City Staff
  - d. 90% Construction Plan Review Meeting
  - e. Meeting with FDOT for Permitting
  - f. Meeting with FDOT and Bay County Regarding Signalization
7. *PE* will prepare and submit the FDOT Right-of-Way Use Permit. Note: It is assured that the existing stormwater facility will handle the proposed improvements; but we will confirm in the design.

**BIDDING & SERVICES DURING CONSTRUCTION FOR PHASE A** **\$14,300**

*PE* will provide specifications to the City of Panama City Beach in standard template format with detailed Bid Schedule and advertisement. *PE* will conduct pre-bid conference or provide a pre-qualification package (or both) and attend the bid opening. *PE* will provide award recommendations and handle contract administration with pay request verification/approval. In addition, *PE* will provide periodic on-site inspection during construction.

*PE* will provide project Contract Administration during construction through the construction process. Includes preparation of all bidding and contract documents to meet the City of Panama City Beach templates with Bid Schedules and Scope of Work. *PE* will provide periodic inspection through project duration to include site visits and review of testing. *PE* will provide final inspection and generation of punch list to the contractor, review as-builts provide by the contractor, and certify project completion to the *City* and the FDOT as applicable.

**EXCLUSIONS**

1. All Agency Application/Permitting Fees
2. Electrical, Cable, Telephone, Gas, Water & Sewer, or Other Communication Utility Design/Relocation
3. Dredge & Fill Plans & Permitting
4. Wetland Delineation/ Environmental Permitting
5. Advertisement Fees
6. Copies of Plans for Bidding—*PE* will charge Bidders/Plan Holders for copies as applicable.
7. Stormwater Attenuation Design/Permitting (Assumes existing facilities will accommodate all improvements)
8. Surveying – Not Described Above
9. Phase B Services

**PROPOSED FEE SCHEDULE FOR PHASE A (INCLUDES ALL SURVEY AND GEOTECHNICAL FOR BOTH PHASES)**

**Professional Service Fees**

A. Geotechnical Services (both phases)	\$4,200
B. Surveying (both phases)	\$10,950
C. Modified Signal Mast Arm Design	\$12,000
D. Design/Permitting/Reproduction of Construction Plans	\$26,000
E. Bidding/ Services During Construction	<u>\$14,300</u>
<b>TOTAL FEES FOR PHASE A</b>	<b>\$67,450</b>

**PHASE B**

Our proposed scope of services for Phase B are as follows:

**DESIGN/PERMITTING & PRPARATION OF CONSTRUCTION PLANS – PHASE B (240' Turn Lane & Proposed Driveway to Publix)** **\$19,900**

PE will provide design to meet minimum requirements of FDOT and City standards to include slope design, crosswalk design signage, pavements markings, signalization design, and minimal surface drainage where needed.

1. PE will design the turn lane and proposed driveway to Publix and this will be based on the Florida Green Book, FDOT Design Standards, MUTCD, and ADA for the crosswalk.
2. PE will design all curb and concrete raised medians.
3. PE Will provide details for slope stabilization, erosion control, staging, and technical specifications.
4. PE will provide construction plans with the details for bidding.
5. PE will attend meetings with the City as required to efficiently complete the design services required under this scope of work. Anticipated meetings are as follows:
  - a. Kick-off meeting with City Staff
  - b. Preliminary Layout Meeting at 30% to Evaluate Options for Sidewalk Placement
  - c. 60% Review Meeting with City Staff
  - d. 90% Construction Plan Review Meeting
  - e. Meeting with FDOT for Permitting
  - f. Meeting with FDOT and Bay County Regarding Signalization
  - g. Meeting with Publix to coordinate the proposed driveway
6. PE will prepare and submit the FDOT Right-of-Way Use Permit. Note: It is assured that the existing stormwater facility will handle the proposed improvements; but we will confirm in the design.

**BIDDING & SERVICES DURING CONSTRUCTION FOR PHASE B** **\$11,250**

PE will provide specifications to the City of Panama City Beach in standard template format with detailed Bid Schedule and advertisement. PE will conduct pre-bid conference or provide a pre-qualification package (or both) and attend the bid opening. PE will provide award recommendations and handle contract administration with pay request verification/approval. In addition, PE will provide periodic on-site inspection during construction.

**Exhibit "A"- Task Order**

PE File #12062

Page 4 of 4

*PE* will provide project Contract Administration during construction through the construction process. Includes preparation of all bidding and contract documents to meet the City of Panama City Beach templates with Bid Schedules and Scope of Work. *PE* will provide periodic inspection through project duration to include site visits and review of testing including final inspection and generation of punch list to the contractor. *PE* will review as-builts provide by the contractor and certify project completion to the *City* and the *FDOT*.

**EXCLUSIONS**

1. All Agency Application/Permitting Fees
2. Electrical, Cable, Telephone, Gas, Water & Sewer, or Other Communication Utility Design/Relocation
3. Dredge & Fill Plans & Permitting
4. Wetland Delineation/ Environmental Permitting
5. Advertisement Fees
6. Copies of Plans for Bidding—*PE* will charge Bidders/Plan Holders for copies as applicable.
7. Stormwater Attenuation Design/Permitting (Assumes existing facility will accommodate all improvements)
8. Surveying – Not Described Above
9. Phase A Services
10. All Improvements on Publix Shopping Center Property
11. Landscape/Irrigation Design

**PROPOSED FEE SCHEDULE FOR PHASE B**

**Professional Service Fees**

A. Design/Permitting/Preparation of Construction Plans	\$19,900
B. Bidding/Services During Construction	<u>\$11,250</u>
TOTAL FEES FOR PHASE B	<u>\$31,150</u>

**SUMMARY OF FEES FOR BOTH PHASES A AND B**

PHASE A	\$67,450
PHASE B	<u>\$31,150</u>
TOTAL FEE	<u>\$98,600</u>

**City of Panama City Beach  
110 S. Arnold Road  
Panama City Beach, FL 32413**

By: \_\_\_\_\_

Name: Tony O'Rourke

Title: City Manager

Date: \_\_\_\_\_

## PCB Parkway and Richard Jackson Blvd Intersection Improvements - Phase A

DESCRIPTION	PRELIMINARY QUANTITY	UNIT	UNIT COST	EXTENSION
MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00
MAINTENANCE OF TRAFFIC	1	LS	\$ 10,000.00	\$ 10,000.00
SURVEYING (STAKEOUT AND ASBUILTS)	1	LS	\$ 5,000.00	\$ 5,000.00
EROSION CONTROL	1	LS	\$ 2,500.00	\$ 2,500.00
TESTING	1	LS	\$ 3,000.00	\$ 3,000.00
DEMOLITION (INCLUDES PALM TREE AND SHRUB REMOVAL)	1	LS	\$ 15,000.00	\$ 15,000.00
BONDS & INSURANCE	1	LS	\$ 3,000.00	\$ 3,000.00
REGULAR EXCAVATION	1	LS	\$ 3,000.00	\$ 3,000.00
2" FDOT SP 12.5 ASPHALT	335	SY	\$ 30.00	\$ 10,050.00
8" CRUSHED CONCRETE/ OPTIONAL BASE, BASE GROUP 06	400	SY	\$ 25.00	\$ 10,000.00
STAKED SILT FENCE, TYPE II	1	LS	\$ 2,000.00	\$ 2,000.00
PERFORMANCE TURF, SOD	1	LS	\$ 5,000.00	\$ 5,000.00
CURB ISLAND	280	LF	\$ 65.00	\$ 18,200.00
THERMOPLASTIC STRIPING	1.00	LS	\$ 15,000.00	\$ 15,000.00
SIGNAGE	1	LS	\$ 5,000.00	\$ 5,000.00
MAST ARM AND SIGNALIZATION UPGRADES	1	LS	\$ 100,000.00	\$ 100,000.00
				\$ 211,750.00
			10% CONTINGENCY	\$ 21,175.00
				<b>\$ 232,925.00</b>



## PCB Parkway and Richard Jackson Blvd Intersection Improvements - Phase B

DESCRIPTION	PRELIMINARY QUANTITY	UNIT	UNIT COST	EXTENSION
MOBILIZATION	1	LS	\$ 7,000.00	\$ 7,000.00
MAINTENANCE OF TRAFFIC	1	LS	\$ 15,000.00	\$ 15,000.00
SURVEYING (STAKEOUT AND ASBUILTS)	1	LS	\$ 8,000.00	\$ 8,000.00
EROSION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
TESTING	1	LS	\$ 5,000.00	\$ 5,000.00
DEMOLITION	1	LS	\$ 25,000.00	\$ 25,000.00
BONDS & INSURANCE	1	LS	\$ 4,000.00	\$ 4,000.00
REGULAR EXCAVATION	1	LS	\$ 5,000.00	\$ 5,000.00
2" FDOT SP 12.5 ASPHALT	200	SY	\$ 30.00	\$ 6,000.00
SIDEWALK	150	LF	\$ 45.00	\$ 6,750.00
8" CRUSHED CONCRETE/ OPTIONAL BASE, BASE GROUP 06	300	SY	\$ 25.00	\$ 7,500.00
STAKED SILT FENCE, TYPE II	1	LS	\$ 4,000.00	\$ 4,000.00
PERFORMANCE TURF, SOD	1	LS	\$ 5,000.00	\$ 5,000.00
TYPE F CURB	400	LF	\$ 45.00	\$ 18,000.00
CURB ISLAND	1300	SQ FT	\$ 6.00	\$ 7,800.00
THERMOPLASTIC STRIPING	1.00	LS	\$ 23,000.00	\$ 23,000.00
SIGNAGE	1	LS	\$ 5,000.00	\$ 5,000.00
				\$ 157,050.00
			10% CONTINGENCY	\$ 15,705.00
				\$ 172,755.00



**MAGNUM ENGINEERING INC**  
GEOTECHNICAL ENGINEERING CONSULTANTS

**January 26, 2021**

Mr. Chris Forehand, P.E.  
Panhandle Engineering, Inc  
600 Ohio Avenue  
Lynn Haven, Florida 32444

**Project Name & Location:** Richard Jackson/PCB Parkway Intersection – Geotechnical Services  
Panama City Beach, Florida  
PE Project Number 12062

**Scope of Service:** Mobilization, Estimate Two (2) 5-foot deep hand auger borings in the proposed turn lane alignment. Laboratory Testing, Engineering and Evaluation Report to include groundwater conditions, site/soil preparation recommendations, and pavement recommendations. **\$1,200.00**

In addition, perform one (1) 30-foot deep Standard Penetration Test (SPT) boring for the proposed mast arm signal pole upgrade in the sw corner of the intersection. Laboratory Testing. Engineering Report to provide results of boring and soil design parameters to aid in the design of an effective mast arm foundation. **\$3,000.00**

**Method of Contract:** Lump Sum

**Budget Estimate:** \$1,200.00 to \$4,200.00

To authorize Magnum Engineering, Inc to provide the above scope of services please sign the attached authorization form where indicated, and return a copy of the signed proposal to us.

Magnum Engineering appreciates the opportunity to provide you with Geotechnical services on this project. Should you have any questions or comments, please call.

Sincerely,  
**MAGNUM ENGINEERING, INC.**

JAMES T. VICKERS, P.E.  
Sr. Geotechnical Engineer

Attachments: General Conditions  
Authorization Form

1026 PIERSON DRIVE  
LYNN HAVEN, FLORIDA 32444  
OFFICE: 850.258.0994



January 27, 2021

Panhandle Engineering, Inc.  
 Attn: Chris Forehand, P.E., Vice President  
 3005 Lynn Haven Parkway  
 Lynn Haven, FL 32444

RE: R. Jackson Boulevard, Panama City Beach, Florida.

Dear Mr. Forehand,

Dewberry is pleased to provide this proposal to Panhandle Engineering, Inc. for professional surveying services for the referenced project, located in Panama City, Florida, being a portion of Section 25 and 26, Township 3 South, Range 16 West. Based on the project's survey needs, we propose to provide the following scope of services and associated lump sum fees as requested:

**Task #1 – Topographic Survey**

Dewberry shall perform all office and field work required for the purpose of performing a Topographic Survey of the area shown in the attached exhibit. Said survey to include the following:

1. Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, Per National Geodetic Survey control points.
2. Topographic Information shall be reference to North American Vertical Datum 1988 (NAVD 88).
3. Survey shall depict 1' contours and spot elevations as well as all above ground improvements.
4. Buried utilities will be located as marked by the utility owner and/or the owners' contractors.
5. Deliverables include:
  - a. Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper.
  - b. Digital copies of the survey (Adobe® PDF and AutoCAD® files).

**Task #2 – Quality Level A Utility Locates**

It is anticipated that Quality Level A Subsurface Utility locates will be required once the proposed location for a new signal mast arm is design. Dewberry shall contract with a local firm qualified to perform SUE soft digs to expose any utilities which are adjacent to the proposed mast arm. Said survey to include the following:

1. Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, Per National Geodetic Survey control points.
2. Buried utilities will be physically located as excavated by a qualified SUE contractor.
3. Deliverables include:
  - a. Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper.
  - b. Digital copies of the survey (Adobe® PDF and AutoCAD® files).

---

Total Proposed Fee Task #1 = \$7,200.00  
 Total Proposed Fee Task #2 = \$3,750.00

This proposal is for a Topographic Survey and Level A utility locates, as described above. If you need additional items surveyed that are not listed above, please contact the undersigning surveyor. It is anticipated that survey work can begin within 3 days of notice to proceed. If you have any questions, please give me a call at 850.571.1183. As always, we look forward to working with you on this project.

Sincerely,  
**Dewberry**



Jonathan H. Gibson, P.S.M.  
Professional Surveyor & Mapper

**Proposal Accepted By:**

---

Chris Forehand, P.E. Vice President  
Panhandle Engineering, Inc.

P:\Survey Proposals\Panhandle Engineering\Forehand 01 27 21 (R Jackson BLVD).docx

January 26, 2021

Chris Forehand, P.E.  
Panhandle Engineering, Inc.  
600 Ohio Avenue  
Lynn Haven, FL 32444

Re: Professional Services Agreement  
SR 30A (Panama City Beach Parkway) at Richard Jackson Boulevard  
Bay County, Florida

Dear Chris:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Panhandle Engineering, Inc. ("Client") for providing traffic engineering design services at the intersection of SR 30A (Panama City Beach Parkway) at Richard Jackson Boulevard in Panama City Beach, Florida.

### **Project Understanding**

The Client requests that Kimley-Horn provide professional transportation engineering services including design of a modified traffic signal at the intersection of SR 30A (Panama City Beach Parkway) at Richard Jackson Boulevard (R Jackson Boulevard) in Panama City Beach, Florida. The existing four leg intersection is currently under signal control of mast arm design. The City is proposing the addition of dual left turn lanes on the southbound approach of R Jackson Boulevard which will require the modification of the mast arm in the southwest corner to accommodate the new travel lane. This proposal assumes a new mast arm pole design in the southwest corner and the removal of the existing mast arm in the southwest corner of the intersection. It is assumed that the Client will retain others to perform the survey, geotechnical exploration, and subsurface utility exploration which will be needed to complete the design. It is also understood that the Client will be providing design services for roadway design elements at this intersection. The Scope of Services and estimated fees for these tasks are presented below.

### **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

#### **Task 1 – Modified Signal Design (Lump Sum \$9,500)**

Kimley-Horn will prepare a set of signalization plans detailing the one (1) new proposed mast arm and the existing mast arm removal in the southwest corner of the intersection at the SR 30A at R Jackson Boulevard. The plans will consist of new signalization to control the modified southbound approach of R Jackson Boulevard. A professional engineer will visit the site to document the existing conditions and observe potential design conflicts. A preliminary plan set (60%) will be drafted and submitted to the Client. The Client will submit, and coordinate all required permitting with the Florida Department of Transportation (FDOT), Bay County, and the City for review and comment.

The plans will be prepared per current FDOT standards and Bay County preferences. The design will be based on a CADD intersection survey to be provided by the Client that shall, at a minimum, include: existing roadway topography, existing pavement markings, existing underground and overhead utilities, existing right-of-way lines, and sufficient elevation data around the southwest corner and pavement crown to allow for the design of the new signal pole. Deliverables shall consist of one (1) electronic PDF of the plan set. The preliminary and final plan sets shall be 11" x 17" and include:

- Key Sheet
- Signature Sheet
- Tabulation of Quantities Sheet
- General Notes Sheet
- Signalization Plan Sheet(s) at 1" = 40'
  - o Survey data
  - o Mast Arm pole location and size
  - o Vehicle detection equipment, as determined by the County
  - o Conduit, cabling, and pull boxes
  - o Vehicular signal displays
  - o Pedestrian signal displays and detector stations
  - o Phasing and initial signal timings
  - o Pay items and quantities
- Standard Mast Arm Tabulations Sheet
- Standard Mast Arm Assemblies Data Table Sheet
- Utility Location Plan Sheet
- Guide Sign Worksheet

Kimley-Horn will provide the Client with the proposed signal pole location after addressing Bay County's comments for the Client to obtain Subsurface Utility Exploration (SUE) data. Underground utilities shall be verified by the Client's SUE consultant vertically and horizontally as required by the FDOT for use by Kimley-Horn. If the Client discovers utility conflicts at the proposed pole locations, Kimley-Horn will revise the locations and provide the Client with updated pole location to seek new SUE data.

Kimley-Horn has prepared this scope with the following assumptions:

- One (1) new signal pole will be of mast arm design.
- The new signal pole will not include any intersection lighting or interconnect design.
- Right of way dedication will not be required to construct the signal.

If any of the above assumptions change, additional services would be required to complete the design.

## **Task 2 – Structural Design (Lump Sum \$2,500)**

Kimley-Horn will perform structural calculations to determine the appropriate size of pole and depth of foundation for the mast arm assembly and pole to be used in the traffic signal design per FDOT

standards. It is assumed FDOT Standard Assemblies will be used. The design will be based on a report of geotechnical exploration data (soil borings) to be provided by the Client in the southwest corner of the intersection suitable for use in structural design. Structural calculations shall be provided concurrent with the final plan set submittal and shall include one (1) electronic PDF of the calculations. This task will include preparation of the Standard Mast Arm Assemblies Data Table for use as part of the signalization plans. Kimley-Horn will respond to and address up to two rounds of comments.

### **Task 3 – Coordination, Teleconferences, and Meetings (Hourly)**

Kimley-Horn will coordinate with the FDOT (permitting agency), Bay County, and the City of Panama City Beach regarding the proposed signal modification for any design and permitting issues requested by the Client. Kimley-Horn will participate in the preparation and attendance of additional meetings and coordination with agencies or utility owners as needed or as requested by the Client. In addition, this task will include time needed to coordinate with the Client for the design survey, geotechnical, and subsurface utility exploration.

### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional review agency comments beyond two rounds
- Additional traffic data collection and/or analysis
- Offsite roadway/pedestrian improvements
- Intersection lighting design
- Interconnect design
- Any bidding services or FDOT permit support
- Other Services as requested by the Client

### **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Professional Survey Services
- Professional Geotechnical Services
- Professional Subsurface Utility Exploration (SUE) Services
- Professional civil design files for the roadway improvements

## Schedule

We will provide our services as expeditiously as practicable.

## Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 and 2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Modified Signal Design	\$ 9,500
Task 2 Structural Design	\$ 2,500
Total Lump Sum Fee	\$12,000

Kimley-Horn will perform the services described in Task 3 and any additional services on a labor fee plus expense (hourly) basis. Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based upon the overall percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Panhandle Engineering, Inc.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.



To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:

Signed:

Printed Name: George Roland, P.E.

Printed Name: Michelle Mecca, P.E.

Title: Assistant Secretary

Title: Senior Vice President

CHRISTOPHER FOREHAND, P.E.

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Vice President

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_  
\_\_\_\_\_

Attachment – Request for Information

Attachment – Standard Provisions

FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



SCALE 1" = 60'  
P E

CADD FILE: 120625.dwg  
OWN BY: Jim  
DATE: JANUARY 2021  
SHEET NO: 1  
PROJECT NUMBER: 12062

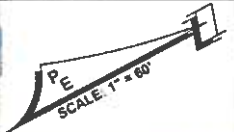
**PANHANDLE ENGINEERING, INC.**  
A PROFESSIONAL ENGINEERING FIRM  
6000 COUNTRY CLUB BLVD, SUITE 300  
PANAMA CITY BEACH, FLORIDA 32382  
904.985.4200 Fax: (904) 284.4230 [www.panhandleengineering.com](http://www.panhandleengineering.com)

**EXISTING CONDITIONS**  
**MEDIAN AND TURN LANE IMPROVEMENTS**  
**RICHARD JACKSON BLVD**  
PANAMA CITY BEACH, FLORIDA

1

DPR CERTIFICATION #EB-7806

FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



CAD FILE 120625.dwg  
 DWN BY JHR  
 DATE: JANUARY 2021  
 SHEET NO 3  
 PROJECT NUMBER  
 12062

**PANHANDLE  
 ENGINEERING, INC.**  
 ENGINEERS • ARCHITECTS • LAND PLANNERS  
 665 W. 10th Street, Panama City, Florida 32404  
 904.399.9213 www.panhandleengineering.com

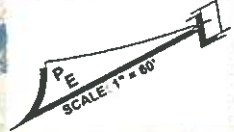
**CONCEPTUAL SITE PLAN - PHASE B  
 MEDIAN AND TURN LANE IMPROVEMENTS  
 RICHARD JACKSON BLVD  
 PANAMA CITY BEACH, FLORIDA**

**3**

DPR CERTIFICATION #EB-7806

NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR UTILIZED IN ANY FORM WITHOUT PRIOR WRITTEN AUTHORIZATION OF PANHANDLE ENGINEERING, INC.

FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



CAD FILE: 12062cap.dwg
DWN BY: jdm
DATE: JANUARY 2011
SHEET NO: 2
PROJECT NUMBER: 12062

**PANHANDLE ENGINEERING, INC.**  
 ENGINEERS • ARCHITECTS • LANDSCAPE ARCHITECTS  
 600 Ohio Avenue Lynn Haven, Florida 32444  
 (809)655-5200 Fax: (809)641-0700 [www.panhandleengineering.com](http://www.panhandleengineering.com)

CONCEPTUAL SITE PLAN - PHASE A  
 MEDIAN AND TURN LANE IMPROVEMENTS  
 RICHARD JACKSON BLVD  
 PANAMA CITY BEACH, FLORIDA

2

DPR CERTIFICATION #EB-7806



City of  
**Panama City Beach**

**PCB Public Works**

116 S. Arnold Rd.  
PCB, FL. 32413  
P: (850) 233-5054  
F: (850) 233-5108  
www.pcbgov.com

December 4, 2019

Panhandle Engineering  
3005 S. Highway 77  
Lynn Haven, Fl. 32413

**RE: Extension of Contract RFQ:**

Engineering Services for Roadway, Sidewalk and Multi-Use Trail Facilities for survey and design of minor transportation projects, including construction or other improvements of roadways, sidewalks and multi-use trails throughout the City on an as-needed basis (agreement dated January 28, 2016)

This letter is to serve as notice of the City's intent to exercise its option to renew the Engineering Services for Roadways for overall City survey and design of minor transportation projects agreement between the City of Panama City Beach and Panhandle Engineering. Continue upon the same terms and conditions for the term of two year, pursuant to the General Section of the Agreement. This letter will extend the current Agreement to December 2022.

*2022 -> 2 year extension*

This is the first extension allowed under the MSA. There is 1 more two-year extension allowed under the original agreement.

Holly White  
Interim City Manager

Chris Forehand  
Vice President

Mayor  
Mike Thomas

Vice Mayor  
Phil Chester

Ward 1  
Paul Casto

Ward 3  
Geoff McConnell

Ward 4  
Hector Solis

City Manager  
Mario Gisbert

**RESOLUTION 16-50**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE MASTER SERVICES AGREEMENT WITH PANHANDLE ENGINEERING, INC. RELATED TO THE CITY'S ENGINEERING SERVICES FOR MINOR TRANSPORTATION PROJECTS; APPROVING THE TASK ORDER #2016-01 TO THE MASTER SERVICES AGREEMENT RELATED TO THE LYNDELL LANE SIDEWALK PROJECT IN AN AMOUNT OF \$32,000; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**BE IT RESOLVED** that the appropriate Officers of the City are authorized to execute and deliver on behalf of the City that Master Services Agreement between the City and Panhandle Engineering, Inc., relating to engineering services for Minor Transportation projects, in substantially the form attached and presented to the Council today, dated January 19, 2016, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

**BE IT RESOLVED** that the appropriate Officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order No. 2016-01 to the Master Services Agreement between the City and Panhandle Engineering, Inc., relating to the survey, design, permitting and construction administration the Lyndell Lane Sidewalk Project, in a total amount of Thirty Two Thousand Dollars (\$32,000), in substantially the form attached and presented to the Council today, draft dated January 21, 2016, 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 28<sup>th</sup> day of January, 2016.

**CITY OF PANAMA CITY BEACH**

By   
GAYLE F. OBERST, MAYOR

**ATTEST:**

  
DIANE FOWLER, CITY CLERK

# Memorandum

**To:** Mario Gisbert

**CC:** Holly White, Paul Casto

**From:** Kelly Jenkins

**Date:** January 21, 2016

**Subject:** Professional Roadway Engineering Services Master Services Agreement and Task Order – Lyndell Lane Sidewalk

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Based on the Resolution that was approved at the last City Council meeting, staff has negotiated a Master Services Agreement with Panhandle Engineering Inc. as a consultant for Professional Roadway Engineering Services (see Exhibit A). Staff requested and has received a proposed Task Order 2016-01 (see Exhibit B w/attachments) from Panhandle Engineering to perform their first assignment under this agreement

Task Order 2016-01 provides the tasks necessary to permit and design sidewalk on Lyndell Lane. The proposed 6' sidewalk is to be placed along the west side of Lyndell Lane to connect pedestrian traffic from Front Beach Road to Back Beach Road. The proposal attached includes services to survey, design, permit and construction administration of this sidewalk project.

Staff recommends approval of this proposal for a total project cost in the amount of \$32,000.00. This project is in the CRA budget for this fiscal year and has adequate funds.

**MASTER SERVICES AGREEMENT  
 BETWEEN  
 CITY OF PANAMA CITY BEACH AND PANHANDLE ENGINEERING, INC.  
 RELATING TO  
 PROFESSIONAL ENGINEERING SERVICES  
 (Minor Roadway, Sidewalks and Multi-Use Trails)**

**THIS AGREEMENT** is made and entered into this 19<sup>th</sup> day of January, 2016, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Panhandle Engineering, Inc. (Engineer).

**PREMISES**

**WHEREAS**, the City desires to have Engineer assist the City with various professional engineering services, including civil, environmental, ecological, geotechnical, surveying, and other miscellaneous engineering services, with respect to the construction or improvement of roadways, sidewalks and multi-use trails throughout the City.

Work will consist of professional engineering planning, design, surveying and permitting services on a wide variety of minor transportation projects. This will usually be for limited scope residential and light commercial infrastructure projects; including new construction, renewal and replacement of existing similar sized roadways, sidewalks and trails. The projects shall meet the following criteria:

- a) Related to City construction projects for which construction costs do not exceed \$2,000,000, or
- b) For specific engineering projects or study activities when the fee for such professional engineering service does not exceed \$200,000, or
- c) Related to City roadways (outside the FBR CRA) or recreational trail facilities and improvements which are included in the City's then current Five (5) Year Capital Improvement Plan,

(collectively the "Professional Services"); and

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

**WHEREAS**, the City desires to have two general engineers under independent, continuing master services agreements in order to have two firms to which to alternatively assign the recurring tasks; and

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



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

**1. SCOPE OF PROFESSIONAL SERVICES:**

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

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

C. In the event the City elects to enter, and for so long as the City keeps open this Agreement and another master services agreement in materially the form of this Agreement with a different engineering firm for the same Professional Services, the City shall assign specific tasks to Engineer and the other firm on a 1:1 alternating basis, but subject to equitable adjustments of assignments based upon the total City-generated workload in a rolling, 12 month average. The intent of the adjustments will be to keep the financial benefit of the work distributed between the firms as equal as may be practicable while still meeting the City's needs. Adjustments shall be made in the sole, unfettered discretion of the City, and Engineer agrees that if it objects to the rotation of tasks or any adjustment made by the City, its sole remedy shall be to terminate this Agreement subject to the provisions of Paragraph 2 (C).

D. Engineer acknowledges that the City may, in its sole and unfettered discretion enter agreements with one or more engineering firms (other than the firm referred to in preceding subsection 1(C)) to assist the City with engineering, preliminary and final design and permitting services related to various transportation projects throughout the City, including new construction of vehicular roadways, sidewalks and multi-use pedestrian facilities and resurfacing or minor improvement of existing right of ways, sidewalks and trails, together with any related matters, and that these tasks are beyond the scope of this Agreement.

**2. COMPENSATION AND PAYMENT:**

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

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

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

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

- 1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.
- 2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.
- 3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

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

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

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

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

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

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

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

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

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

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

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

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

7. **TERMINATION:**

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

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

C. Subject to the provisions of Paragraph 2 (C), Engineer may terminate this Agreement at any time without cause upon written notice to City.

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

**9. INDEMNIFICATION:** The Engineer hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Engineer or any person employed or utilized by the Engineer in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes* (2003). The specific consideration given for the promises of the Engineer set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Engineer, receipt whereof is hereby acknowledged and the adequacy of which the Engineer accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

**10. INSURANCE:**

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

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

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

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

- a) Independent Contractors Liability;
- b) Contractual Liability;
- c) Personal Injury Liability.

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

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

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

B. **Certificates of Insurance:** The Engineer shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

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

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

When transferring data in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

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

### **13. WORK COMMENCEMENT/PROGRESS/DELAYS:**

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

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

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

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

### **14. STANDARDS OF CONDUCT:**

A. The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

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

C. The Engineer agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Engineer agrees to incorporate the provisions of this paragraph in any

subcontract into which it might enter with reference to the work performed.

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

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

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

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

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

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

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



operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

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

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

**24. PUBLIC RECORDS:** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (2013) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

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

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

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy

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

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

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

By: \_\_\_\_\_  
Mario Gisbert, City Manager

ATTEST:

\_\_\_\_\_  
Diane Fowler, City Clerk

**PANHANDLE ENGINEERING, INC.**

By: \_\_\_\_\_  
Chris Forehand, P.E., Vice President

\_\_\_\_\_  
WITNESS  
PRINT NAME: James Seaborn

\_\_\_\_\_  
WITNESS  
PRINT NAME: Jeffrey Petermann

**EXHIBIT A**

## Hourly Rate Schedule

**STANDARD BILLING RATES**

January 1, 2016

<b>CLASSIFICATION</b>	<b>HOURLY RATES</b>
PROJECT ENGINEER I (EI)	\$ 85.00
PROJECT ENGINEER II (EI)	\$105.00
PROJECT ENGINEER III (PE)	\$125.00
SR ENGINEER (PE)	\$150.00
SR ENGINEER/MANAGER/FIRM PRINCIPAL (PE)	\$175.00
EXPERT WITNESS (PE)	\$250.00
ENGINEER TECHNICIAN I	\$ 45.00
ENGINEER TECHNICIAN II	\$ 55.00
ENGINEER TECHNICIAN III	\$ 65.00
CADD DESIGNER I	\$ 75.00
CADD DESIGNER II	\$ 85.00
SR CADD DESIGNER III	\$ 95.00
INSPECTOR I	\$ 55.00
INSPECTOR II	\$ 65.00
INSPECTOR III	\$ 75.00
SR INSPECTOR	\$ 85.00
ADMIN ASSIST	\$ 55.00
SR ADMIN ASSIST	\$ 65.00
EXECUTIVE ADMIN ASSIST/ ACCOUNTING	\$ 75.00

STANDARD BILLING RATES APPLY TO SERVICES PERFORMED  
MONDAY THRU FRIDAY (8AM-5PM), EXCEPT HOLIDAYS

A FACTOR OF 1.5 IS APPLIED FOR SERVICES PERFORMED AT ALL OTHER TIMES.

STANDARD BILLING RATES DO NOT INCLUDE REIMBURSABLE EXPENSES SUCH AS  
COPIES, TRAVEL, AND EXPRESS MAIL.

COMPENSATION FOR GEOTECHNICAL, TRAFFIC, ENVIRONMENTAL, AND OTHER  
SPECIALTY SUBCONSULTANTS ARE NOT INCLUDED IN THE ABOVE TABLE AND WILL BE  
RECOVERED AT RATES IDENTIFIED BY THE CONSULTANT/ENGINEER PLUS 15%  
MARKUP FOR COORDINATION.

**EXHIBIT B**  
**COMBINED TASK ORDER AND**  
**NOTICE TO PROCEED**

TASK ORDER NO. \_\_\_\_\_

DATE \_\_\_\_\_

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND Panhandle Engineering, Inc. RELATING TO MINOR ROADWAY PROFESSIONAL ENGINEERING SERVICES dated \_\_\_\_\_, 2016, (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 \_\_\_\_\_.

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

- \_\_\_\_\_ a stipulated sum of \$ \_\_\_\_\_; or
- \_\_\_\_\_ a stipulated sum of \$ \_\_\_\_\_ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
  - Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and
  - Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_; or
- \_\_\_\_\_ a fee determined on a time-involved basis with a maximum cost of \$ \_\_\_\_\_;

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

Work shall begin on \_\_\_\_\_, 20\_\_\_\_, and shall be completed within \_\_\_\_\_ calendar days. The date of completion of all work is therefore \_\_\_\_\_, 201\_\_\_\_. Liquidated delay damages, if any, are set at the rate of \$ \_\_\_\_\_ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both 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:  
\_\_\_\_\_  
\_\_\_\_\_

PANHANDLE ENGINEERING, INC.  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chris Forehand, P.E., Vice President

ATTEST:  
\_\_\_\_\_  
City Clerk

CITY OF PANAMA CITY BEACH, FLA  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mario Gisbert, City Manager

**EXHIBIT B**  
**COMBINED TASK ORDER AND**  
**NOTICE TO PROCEED**

TASK ORDER NO. 2016-01

DATE January 21, 2016

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND Panhandle Engineering Inc. RELATING TO MINOR ROADWAY PROFESSIONAL ENGINEERING SERVICES dated January 19, 2016, (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 **Exhibit B Attachments, Scope of Services**, relating to the Lyndell Lane Sidewalk.

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

- a stipulated sum of \$ \$32,000.00; 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 at the rates set forth upon incorporated **Attachment B, Hourly Fee Breakdown (if applicable)**, with a maximum cost of \$ \_\_\_\_\_;

and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on \_\_\_\_\_, 2016, and shall be completed within 2-3 months. The date of completion of all work is therefore \_\_\_\_\_, 201\_\_\_\_. 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:

Preble-Rish, Inc.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager

\_\_\_\_\_  
City Clerk

January 21, 2016

Via e-mail

Ms. Kelly P. Jenkins, P.E., CFM  
City Engineer/CRA Director  
City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, FL 32413

RE: **Lyndell Lane Sidewalk**  
**Task Order 2016-01**  
PE File #12044

Dear Ms. Jenkins:

Thank you for the opportunity for Panhandle Engineering, Inc. (PE) to provide professional services to the City of Panama City Beach. It is our understanding that the City has budgeted funds to install a 6ft wide pedestrian sidewalk from Front Beach Road to Panama City Beach Parkway (Back Beach Road). The entire route is approximately one mile, however some existing sidewalks exist near Front Beach Road and in front of the City Library and Senior Center. We have prepared a conceptual sidewalk plan for the proposed route which is attached to this proposal.

Based on our conceptual plan, visits to the site, and meetings with City staff, we have prepared a pre-design opinion of probable cost for construction, to be **\$220,000**, which includes contingencies and is in line with the City's budget.

It is assumed that all right of ways are uplands, however the survey may determine that wetlands exist on the route between Tapestry Park and Lyndell Plantation, as you know, sidewalks are exempt from the State ERP Permitting, so no treatment or attenuation is required. Natural vegetated buffers will be utilized where possible for treatment, however, no attenuation will be provided due to the developable area available within the Right-of-Way along the route.

The attached Task Order describes our proposed scope of work for design, plan preparation, bidding, and services during construction.

Our total proposed fee is **\$32,000.00**, which is within the City's budget for the entire project.



civil engineers  
environmental  
land planning  
roads + bridges  
stormwater  
water + wastewater

PANHANDLE ENGINEERING, INC.  
110 South Arnold Road  
Panama City Beach, FL 32413  
P: 904-233-2222  
F: 904-233-2222

Kelly P. Jenkins, P.E.  
Proposal for Lyndell Sidewalk  
PE No.12044 Page 2 of 2

Thank you for the opportunity to provide services to the City. If this proposal is acceptable to the City Council, please provide us the City's Standard Task Order.

If you have any questions, please give me a call at 850.596.1235.

Best Regards,  
**PANHANDLE ENGINEERING, INC.**



Chris Forehand, PE  
Vice President

Cc: Mr. Paul Casto, Public Works Director, City of Panama City Beach  
Mr. Jim Slonina, President, Panhandle Engineering, Inc.

# **PANHANDLE ENGINEERING, INC.**

CITY OF PANAMA CITY BEACH  
**LYNDELL LANE SIDEWALK**  
 PE FILE NO.12044  
**TASK ORDER 2016-01**

This Task Order is for the purpose of *Panhandle Engineering, Inc. (PE)* as the Engineer to provide professional services for the Lyndell Lane Sidewalk to the *City of Panama City Beach (City)* acting by and through Its Council. PE has developed the following scope of services and associated fee schedule. The surveying will be sub-contracted to Preble-Rish, Inc. (PRI).

## DESCRIPTION SCOPE OF SERVICES:

<b><u>SURVEYING</u></b>	<b><u>\$4,500</u></b>
-------------------------	-----------------------

PRI previously surveyed the route between Front Beach Rd and Hutchinson Blvd, therefore, we will only need to survey from Hutchinson Blvd (Middle Beach) to Panama City Beach Parkway. The survey will consist of topographical information with one foot contours to include cross sections at 100 foot intervals from Edge of Pavement to the west Right-of-Way line and location of both right of way lines. PRI will also locate all underground, above ground utilities, and other improvements in the Right-of-Way along the proposed path from the edge of pavement to the west Right-of-Way line. PRI will perform all surveying work and will be a sub-consultant to PE.

<b><u>DESIGN AND PREPARATION OF CONSTRUCTION PLANS</u></b>	<b><u>\$18,735</u></b>
--	------------------------

### **A. Sidewalk Design – \$13,735**

*Panhandle Engineering, Inc. (PE)* will provide design to meet minimum requirements of FDOT and City standards to include clear zones, hand rail, handicapped accessibility, slope design, crossings where applicable, appropriate signage as applicable, and minimal surface drainage where needed.

1. Design of the sidewalk improvements will be based on the Florida Green Book, FDOT Design Standards, MUTCD, and ADA.
2. PE will design all driveway and existing sidewalk connection points with necessary ramps, domes, handicapped accessibility, and slope, clear zone and hand rail as applicable.
3. PE will provide details for slope stabilization, erosion control, staging, and technical specifications.
4. PE will provide construction plans with the details for bidding.

### **B. Meetings - \$2,500**

PE will attend meetings with the City as required to efficiently complete the services required under this scope of work.

1. Kick-off meeting with City Staff.
2. Preliminary layout meeting at 30% to evaluate options for sidewalk placement.
3. 60% review meeting with City Staff.
4. 90% construction plan review meeting.
5. Meeting with FDOT for permitting.



**C. Permitting - \$2,500**

1. PE will prepare the FDOT Right-Of-Way Use Permit Application Package and submit to FDOT for approval.

**BIDDING AND SERVICES DURING CONSTRUCTION**

**\$ 8,765**

*Panhandle Engineering, Inc. (PE)* will provide specifications to City of Panama City Beach in standard template format with detailed bid schedule and advertisement. *PE* will conduct pre-bid conference or provide a prequalification package (or both) and attend the bid opening. *PE* will provide award recommendations, and handle contract administration with pay request verification/approval. In addition, *PE* will provide periodic on-site inspection during construction.

1. *PE* will provide project Contract Administration during construction through the construction process. Includes preparation of all bidding and contract documents to meet the City of Panama City Beach templates with bid schedules and scope of work.
2. Provide periodic inspection through project duration to include site visits and review of testing.
3. Final Inspection and generation of punch list to the contractor.
4. Review of As-Builts provided by contractor.
5. Certify Project Completion to City and FDOT.

**EXCLUSIONS**

1. All agency permit application fees.
2. Electrical, cable, telephone, gas, water sewer, or other communication utility design/relocation.
3. Dredge and fill plans and permitting.
4. Geotechnical Evaluation and Testing.
5. Wetland Delineation / or Environmental Permitting.
6. Advertisement Fees.
7. Copies of Plans for Bidding – PE will charge bidders/plan holders for copies as applicable.
8. Stormwater Attenuation Design/Permitting.
9. Surveying not described above.

**PROPOSED FEE SCHEDULE**

**Professional Services Fees**

A. Surveying	<b>\$4,500</b>
B. Engineering/Design	<b>\$18,735</b>
C. Bidding/Services During Construction	<b><u>\$8,765</u></b>
	<b>Total \$32,000</b>

Panhandle Engineering, Inc.  
3005 US Hwy 77  
Lynn Haven, FL 32444

City of Panama City Beach, Florida  
110 S. Arnold Road  
Panama City Beach, FL 32413

By: 

By: \_\_\_\_\_

Name: Chris Forehand, PE.

Name: Mario Gisbert

Title: Vice President

Title: City Manager

Witnessed: \_\_\_\_\_

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FOR SCALE VERIFICATION AFTER DEDICATION, THIS LINE SHOULD BE 1' LONG

PROPOSED SIDEWALK

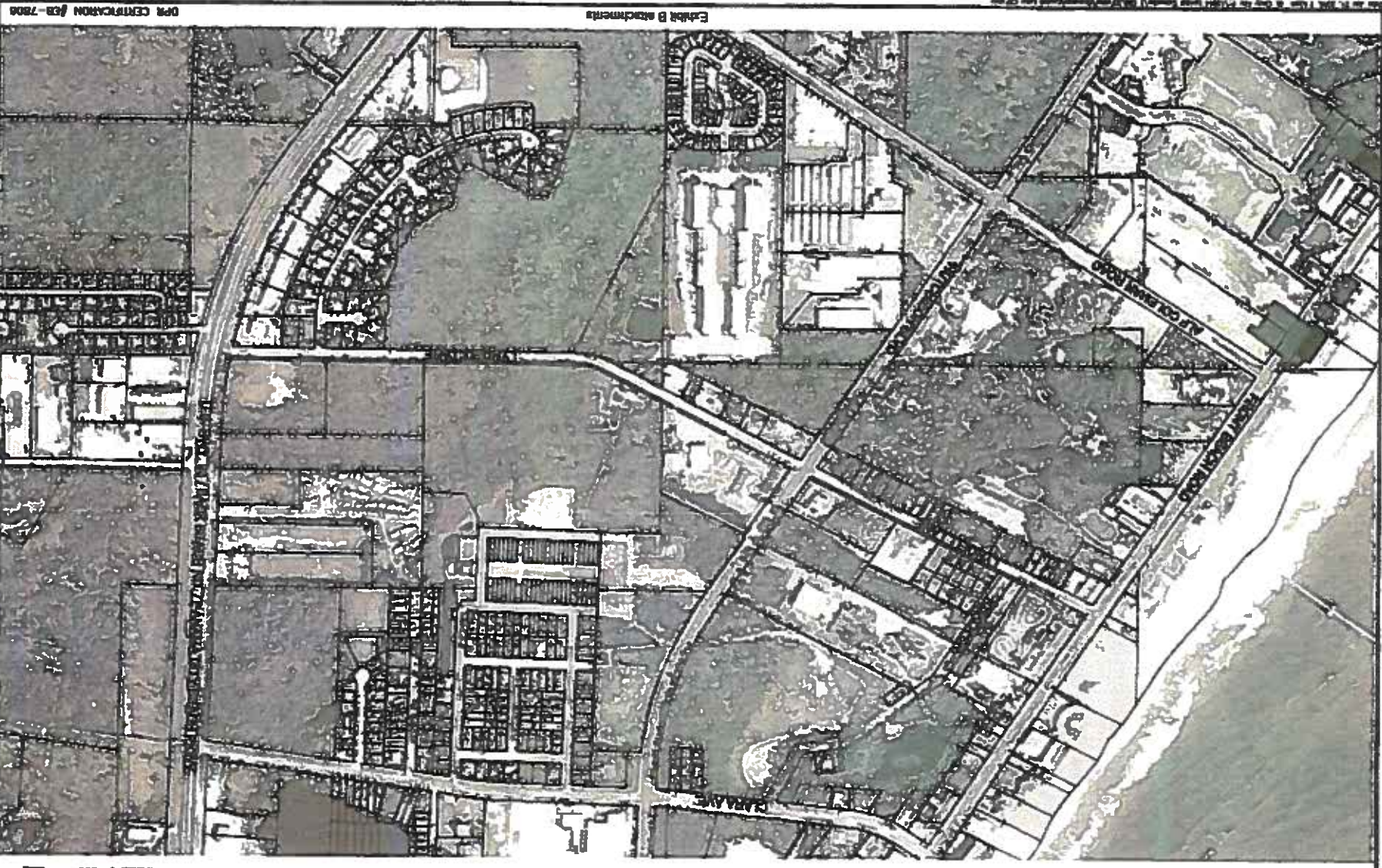


Exhibit B Attachments

OPEN CENTERCANYON / FEB-7806

**CONCEPTUAL SIDEWALK PLAN**  
 LYNDELL LANE SIDEWALK  
 FROM PCB PARKWAY TO FRONT BEACH ROAD  
 PALMVALE CITY BEACH, FLORIDA

**PANHANDLE ENGINEERING, INC.**  
 10000 N. UNIVERSITY BLVD., SUITE 100  
 PALMVALE, FLORIDA 32909  
 PHONE: 888-888-8888  
 FAX: 888-888-8888  
 WWW: WWW.PANHANDLEENGINEERING.COM

DATE PLOTTED: 1/11/2011	SCALE: 1"=200'
DATE: 1/11/2011	
PROJECT: 123456	
PROJECT NUMBER: 123456	

ALL RIGHTS RESERVED AND PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION IN WRITING FROM PANHANDLE ENGINEERING, INC.

# **REGULAR AGENDA**

## **ITEM #6**



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

**1. DEPARTMENT MAKING REQUEST/NAME:**  
Jim Ponek, Parks & Recreation

**2. MEETING DATE:**  
February 25, 2021

**3. REQUESTED MOTION/ACTION:**

Staff recommends City Council approve to move forward with a normal spring and summer schedule for the Aquatic Center for 2021.

**4. AGENDA:**

REGULAR AGENDA

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

Detailed Budget Amendment Attached: Yes

**6. IDENTIFY STRATEGIC PRIORITY:**

Quality of Life

N/A

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

When the proposed budget was adopted in the fall of 2020 for fiscal year 2021, significant uncertainty existed regarding the continuing impact of COVID-19 on the City's operations, particularly as related to the resumption of "normal" activities at the Aquatic Center. At that time, we did not include anticipated revenue from "open swim" in the FY 2021 budget nor did we include the bulk of the related expenditures.

The attached budget amendment #26 reflects anticipated revenues from spring and summer activities estimated at approximately 70% of the prior year actual numbers since some uncertainty still exists related to the resumption of activities such as these. The related expenditures for staffing and operations are included in BA #26 as well. No expenditure of existing reserves is contemplated in BA #26, in fact, BA #26 reflects an addition to Aquatic Center reserves associated with the spring and summer activities. Staff recommends approval of BA #26 so that the process of hiring seasonal staff can commence.

Please see the attached brochure for all activities planned.

[2021 BA #26 - Open Swim.pdf](#)  
[Res 21-97.Open Swim and BA.pdf](#)  
[2021-22 PCB brochure 8.375x10.875 FINAL G2 PDF.pdf](#)

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

No. BA # 26

FUND	Aquatic Center	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
FROM	403-0000-347.50-10	Daily Entry Fees	(46,000.00)	(54,000.00)	(100,000.00)
FROM	403-0000-347.50-60	Birthday Party/Umbrella Rentals	0.00	(5,000.00)	(5,000.00)
FROM	403-0000-347.50-75	Vendor Sales (Concessions, Etc.)	(8,000.00)	(37,000.00)	(45,000.00)
TO	403-0000-572.13-10	Salaries No Pension	92,100.00	47,900.00	140,000.00
TO	403-0000-572.14-10	Salaries Overtime	4,000.00	5,000.00	9,000.00
TO	403-0000-572.52-25	Concession Stand Product	4,000.00	26,000.00	30,000.00
TO	403-0000-999.96-00	Reserves Available for Expenditures	255,639.00	17,100.00	272,739.00
		Check Adjustment Totals:	301,739.00	0.00	301,739.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To reflect the additional revenues and expenditures expected for the reopening of Open Swim.

**ROUTING FOR APPROVAL**

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE  
 \_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

**RESOLUTION 21-97**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES RELATED TO THE REOPENING OF OPEN SWIM AT THE AQUATIC CENTER.**

**BE IT RESOLVED** that the following budget amendment #26 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020 and ending September 30, 2021, as shown in and in accordance with the attached and incorporated Exhibit A.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of February 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

# Panama City Beach Aquatic Center



Located on the campus of Frank Brown Park  
16200 Panama City Beach Pkwy, PCB, FL 32413

**(850) 236-2205**

[www.pcbfl.gov](http://www.pcbfl.gov)

## **GENERAL POLICIES**

**FOOD** – Outside food, beverages, and coolers are prohibited unless renting a pavilion. NO glass.

**DRESS CODE** – Family friendly, appropriate dress. No lifeguard branding. Swimsuits should be free of denim, fringe, beads, loose strings, or other ornamentation. Children not completely potty trained must wear a SWIM DIAPER.

**PROHIBITED** – Inflatables (including water wings), horseplay, rough play in or out of the water, obscene language, long breath holding under water, illegal substances, alcohol, smoking (including vape products), and weapons are prohibited.

**WEATHER** – The Aquatic Center utilizes a SIREN system for lightning. Lightning, severe weather, or very cold temperatures may result in last minute cancellations.

**NO REFUNDS** – No refunds once admission, product, or program has been paid regardless of weather or cancellations.

**GROUPS** – Groups of 20 or more are eligible for discounts and other perks with pre-registration!

**COACHING, TEACHING, AND PROGRAMS** – If you are interested in teaching, coaching, or starting a new program, let us know! We are always looking for terrific Team members and exciting new programs!

## **AGE RESTRICTIONS**

- Children ages 10 and under must always be supervised by a guardian age 16 years old or older.
- NON-Swimmers of any age must be accompanied by a supervising adult.



# 2021 PANAMA CITY BEACH AQUATIC CENTER PRICING

## Daily Admission Rates for

### Lap Swimming & Recreational Family Swim Time

Infants/toddlers ages 0-11 months	FREE
Children age 1-14	\$5
Adults age 15-64	\$8
Seniors ages 65+ (ID required)	\$5
Military, active or retired (ID required)	\$5
Aquatic Center Fitness Programs	drop in \$5
Non-swimming Spectator or Guardian	\$3
Group Rate (20+, restrictions apply)	\$4

### SEASONAL PROGRAM SAVINGS, valid May 29-September 6

Daily Summer Open Swim	\$5 all ages!
(includes both pools and all amenities!)	
Toddler Time, ages 5 and under	\$3 per person
(includes Kid's Splash Pool only)	
Summer Splash Individual Pass	\$90
Summer Splash Family Pass	\$250
(maximum of 5 members in same home)	
<b>NEW!</b> Summer 30 visit punch card	\$100 sharable!

## Extra Savings on Classes & Passes!

### Valid October 1-September 30

Family Fitness Punch Card (10 classes)	\$40	*Expired or lost punch cards or passes cannot be deferred, re-activated, or replaced. <i>All expire 9/30.</i>
10 visit shareable punch card for lap or rec swim	\$40	

## Annual Memberships\*\* – the BEST VALUE!

Enjoy lap swimming, recreational family swimming, seasonal Toddler Time, Kid's Splash Pool, and Fitness programs!

Family (up to 5 members in the same home)	\$500	<b>NEW!</b> PCB Resident discounted rate	\$400
*Additional family members per person	\$70		
Individual	\$350	<b>NEW!</b> PCB Resident discounted rate	\$275
Senior ages 65+ (ID required)	\$275	<b>NEW!</b> PCB Resident discounted rate	\$200
Military, active or retired (ID required)	\$275	<b>NEW!</b> PCB Resident discounted rate	\$200
<b>NEW!</b> Swim Team Spectator Pass - Family	\$35 (up to 5 members in the same home)		
<b>NEW!</b> Swim Team Spectator Pass - Individual	\$15		

\*\*Replacement membership card - \$5

**Save the Date!**

## 2021 SPECIAL EVENTS

### Sponsored by Panama City Beach Aquatic Center

- May 31, Memorial Day 12pm-4pm Summer Splash Party!
- July 4, Independence Day 12pm-4pm Family FUN Day!
- September 6, Labor Day 12pm-4pm Back to School Bash!

## \*2021 FAMILY APPRECIATION EVENT!

Thursday, August 5<sup>th</sup> 4:30pm-6:30pm

Obstacle Course • Diving Boards • Kids Splash Pool • Music  
Family Activities • Lawn Games • Concessions • Contests

\*Members enjoy FREE admission and Complimentary Concessions token





# 2021 PCB AQUATIC CENTER SPECIAL EVENT RENTALS

## Event Packages

For up to 20 guests. You may bring your own food and drink.

Pavilion Party	2.5 hours	\$230
Pavilion Party	5.0 hours	\$460
Classroom Party	2.5 hours	\$180
Classroom Party	5.0 hours	\$280

Reservations available:

May 29-Aug 8	11am-1:30pm
May 29-Aug 8	1:30pm-4pm

Pre-paid additional amenities:

Admissi Snack Pak	\$3 each
 Sack Lunch	\$5 each

**PERFECT FOR ANY SPECIAL EVENT!**  
**SPORTS TEAM BANQUET**  
**REUNION**  
**CORPORATE TRAINING**  
 or a  
**BIRTHDAY PARTY!**



## Pavilion Rentals

May 29-Aug 8	11am-1:30pm	\$75
May 29-Aug 8	1:30pm-4pm	\$75

Admission NOT included. Additional dates by request.



Icy cold beverages!



ICE CREAM!



Grill specials!

## After Hours Events

Non-exclusive use:

Kids Splash Pool	begins at \$200/hr.
Big Pool	begins at \$300/hr.

Exclusive use:

Both Pools	begins at \$800/hr.
Classroom	\$40/hr.
Entire Facility	\$4,500+ per day
Extra Lifeguard	\$25/hr.



## SCHOOL FIELD TRIPS

Available April 12-May 28, 2021.

## SUMMER CAMP FIELD TRIPS

Available June 1- August 6, 2021.

## CAMP SWIM LESSONS

Contact Panama City Beach Aquatic Center Management for details! Available seasonally.

For water safety information or to design a program for your group, call (850) 236-2205.

**RESERVATIONS**  
**(850) 236-2205**

# 2021 PANAMA CITY BEACH AQUATIC CENTER FITNESS



**WATER EXERCISE**  
**Monday – Saturday 10:45am – 11:45am**  
 \$5 drop in \$40 10-visit punch card



**LAP SWIMMING**  
 Closed Thanksgiving, Christmas, New Year's  
 \$8 drop in \$40 10-visit punch card

## JUST FOR KIDS

### Summer Camp Swim Readiness Program

**NEW!** Mermaid and Surf Summer Camps now require passing a swim test prior to registration. Swim tests are available first come, first served during Aquatic Center hours including May 1<sup>st</sup> 8am to 10am, just prior to camp registration. If you need to strengthen your skills, register for our readiness program!

Week 1	April 26-30	M-F	4pm-4:30pm or 4:30pm-5pm	\$75
Week 2	May 10-14	M-F	4pm-4:30pm or 4:30pm-5pm	\$75
Week 3	May 17-21	M-F	4pm-4:30pm or 4:30pm-5pm	\$75

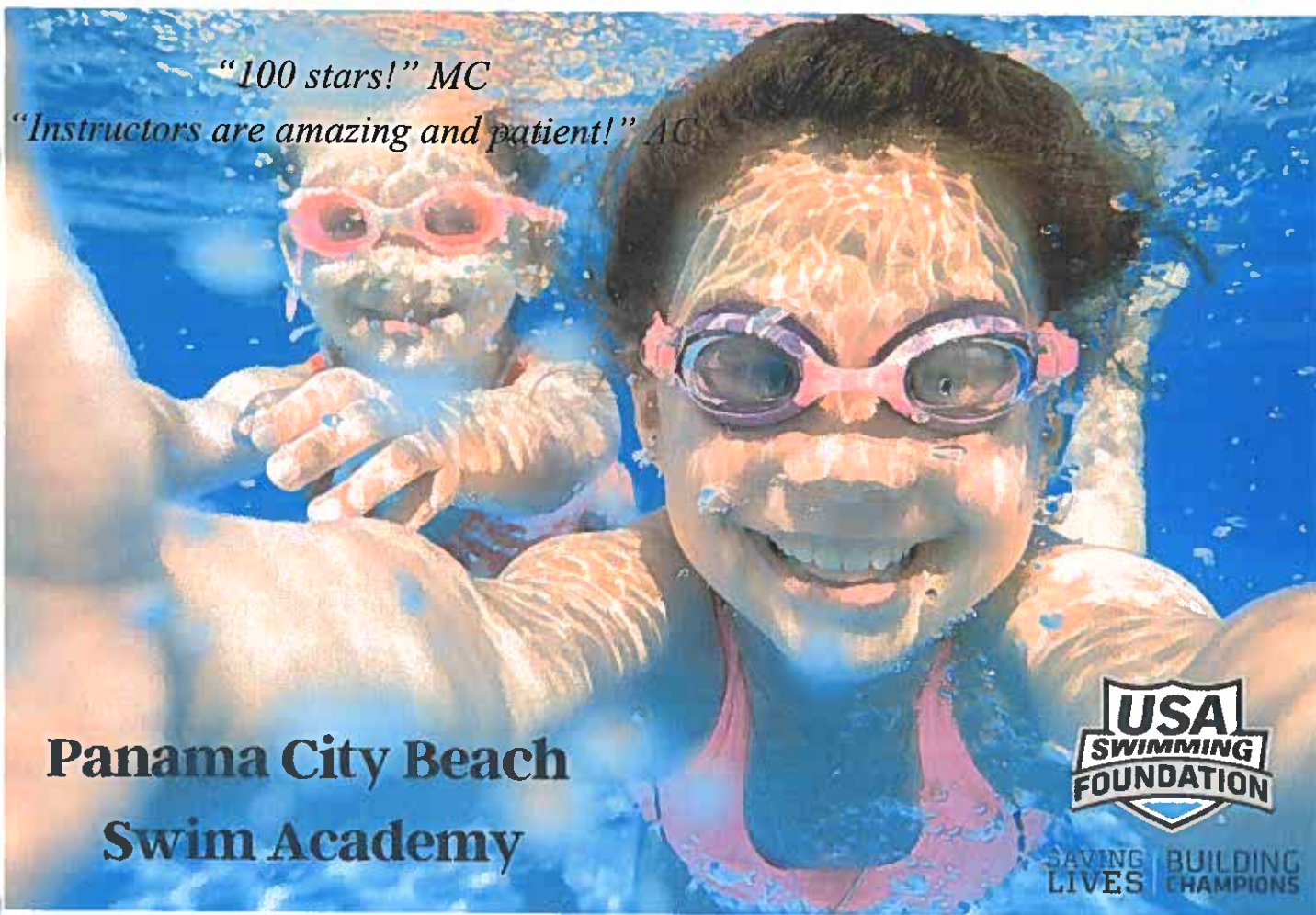


### PELICAN PADDLERS for tweens and teens!

**NEW!** This amazing, *SUPER FUN* program is a non-competitive, aquatic based, full body workout for ages 8yrs+! Perfect for kids who want to improve their fitness level, enjoy cross-training, or are preparing for a Club or High School Team! Dry land exercises, and education on sleep, hydration, and nutrition included! Pre-requisites apply. Call the Aquatic Center office at (850) 236-2205 to schedule your complimentary evaluation!



Summer Session 1	June 1-July 1	TTh	4pm-4:50pm	\$130
Summer Session 2	July 6-August 5	TTh	4pm-4:50pm	\$130



## Panama City Beach Swim Academy



SAVING LIVES BUILDING CHAMPIONS

### WHY our communities choose Panama City Beach Swim Academy

- PCB Swim Academy provides an inclusive, progressive, developmentally appropriate curriculum for learners of every age and skill level!
- Safety is our #1 PRIORITY! Crucial survival skills are incorporated into every class in the program. Students practice real life scenarios and life-saving strategies as their competency and confidence grows!
- Averaging 3 students to 1 instructor, very small class sizes provide the environment needed to build a relationship of trust and the opportunity to teach to the unique needs of each individual student.
- Experienced, professional instructors and coaches really enjoy teaching, and it shows!
- Multiple classes and a variety of skill levels are offered every 30 minutes to accommodate siblings at the same time whenever possible; large families are encouraged to enroll early!
- Positive reinforcement, encouragement, and team building within the class allows each student to explore, practice, and celebrate their new skills in a healthy, safe environment.

#### Small Group Swim Lessons (30 minutes) *Ages 24 months+, ALL learners are welcome, regardless of current skill level!*

Summer Session 1	MWF, 8am-11am and 4pm-7pm	May 31 – July 2	5 wks., 15 classes	\$225
Summer Session 2	MWF, 8am-11am and 4pm-7pm	July 5 – August 6	5 wks., 15 classes	\$225

#### Private Swim Lessons (30 minutes) *Great for first-time learners 8yrs+, special accommodations, or previous trauma. All adult lessons.*

Summer Session 1	TTh, 5pm-7pm	June 1 – July 1	5 wks., 10 classes	\$450
Summer Session 2	TTh, 5pm-7pm	July 6 – August 3	5 wks., 9 classes	\$405

#### Summer Camp Swim Lessons *Camp Directors, this program is for your campers! ALL skill levels are welcome, ages 5yrs+!*

Campers participate in FUN, engaging swim lessons with their new friends of similar age and skill! When choosing PCB Swim Academy, camp leadership can have confidence they have partnered with a program that promotes safety first and a life-long love of learning! Creating a customized program for your campers is one of our specialties!

## 2021 SWIM ACADEMY REGISTRATION OPENS FEBRUARY 1, 2021



### Infant/Toddler Water Safety Workshops

Each 45-minute workshop discusses unique drowning risks to very young children and includes in-water time to enjoy and explore the water in a safe, warm environment. All primary caregivers are encouraged to attend! **FREE** for children ages 0-23 months with completed registration!

Sat. June 5, 9:30am-10:15am

Sat. June 26, 9:30am-10:15am

Sat. June 12, 9:30am-10:15am

Sat. July 17, 9:30am-10:15am

Sat. June 19, 9:30am-10:15am

Sat. July 24, 9:30am-10:15am

### Terrific Twos

Take the next step! This parent and tot class provides an enriched environment for your child to explore their limits in the water and practice basic survival skills under the direct supervision of a parent and an experienced swim instructor. Watch their confidence grow as they take the first steps towards self-reliance! Available for children ages 24-35 months.

**"I CAN DO IT!"**



### Learn to Swim, learn to be SAFE

Learn to Swim classes are for new, beginner, or apprehensive children of any age. Limited to a maximum of three students, this format allows students to learn at their own pace while being motivated by their instructor's positive reinforcement. Each class focuses on safety and survival skills, foundational swimming skills, and independence! Developmentally appropriate skills, techniques, and vocabulary are introduced and practiced utilizing fun, participatory methods to ensure each student is comfortable and engaged!

### Stroke Technique & Refinement

These classes pull it all together! This is where you, as parents, begin to recognize traditional strokes. Increasingly challenging life-saving skills are practiced while the four competitive strokes are introduced and refined. Classes are limited to four students per class!



### Adult Students

Adults enjoy private lessons with a customized curriculum to meet *your* goals. Some of the most common reasons to take lessons include:

- Fearful adult ready to achieve confidence in the water
- Improve technique or overall level of fitness
- Learning to swim is on your bucket list!
- Elite athlete training

# PANAMA CITY BEACH AQUATIC CENTER 2021(850) 236-2205

## HIRING EVENTS!

Saturday, February 13 1:30pm-3:30pm  
 Saturday, April 10 1:30pm-3:30pm  
 Saturday, May 15 1:30pm-3:30pm

Be prepared to complete an interview!  
 If applying for lifeguard, swim instructor,  
 or fitness role, bring a swimsuit!  
 No RSVP required

After May 16<sup>th</sup>, call 236-2205 or visit the  
 Aquatic Center to apply.

## JOIN OUR TEAM!

Enjoy a great job, flexible schedules, career opportunities, and a FUN working environment! Experience and leadership skills are appreciated. Training provided for all roles. **APPLY TODAY!**  
 Over 80 seasonal, PT, FT, and career positions available annually!

- Lifeguards
- Aquatic Specialists (FT)
- Experienced Swim Instructors
- Fitness Coaches
- Guest Services
- Cooks, Concessions



**American  
 Red Cross**

### 2021 RED CROSS Certification Classes

Panama City Beach Aquatic Center provides a complete menu of Red Cross Certification classes throughout the year.

- Infant and Child CPR classes
- Lifeguard Training (ONLY \$50!)
- Safety Training for Swim Coaches

### 2021 SCHEDULE

Red Cross Certification classes typically involve online portions to be completed prior to class time. The course instructor will contact you approximately 10 days prior to your scheduled class with detailed instructions. Limited space available.


February 27, 28	Saturday & Sunday, 8am-5pm	<b>Lifeguard Training</b>	\$50
March 6	Saturday 9am-1pm	Safety Training for Swim Coaches	\$50
March 27, 28	Saturday & Sunday, 8am-5pm	<b>Lifeguard Training</b>	\$50
April 3	Saturday 9am-1pm	Safety Training for Swim Coaches	\$50
May 21	Friday 10am-2pm	Safety Training for Swim Coaches	\$50
May 22, 23	Saturday & Sunday, 8am-5pm	<b>Lifeguard Training</b>	\$50
May 29	Saturday 8am-12pm	Infant/Child CPR	\$50
July 17, 18	Saturday & Sunday, 8am-5pm	<b>Lifeguard Training</b>	\$50



# 2021 AQUATIC CENTER POOL SCHEDULES

Schedules subject to change without notice. Current schedules are available at the Aquatic Center Office. For news, weather cancellations, and schedule changes, like our Facebook page at PCBAquaticCenter!

## Spring Schedule March 1-May 28

	Activity	Days		Times
50M Olympic Pool 	Lap Swim	SC	Mon, Fri	10am-7pm
		SC	Tue, Wed, Thu	6am-7pm
		SC	Sat	7am-1pm
		SC	Sun	12pm-4pm
	Water Exercise	Mon-Sat		10:45am – 11:45am

### TO DO LIST:

- Reserve your summer pool party
- Enroll for summer swim lessons
- Schedule School Field Trips
- Register for Summer Camp Readiness



## Summer Schedule May 29-August 8

	Activity	Days		Times
50M Olympic Pool   	Lap Swim	SC	Mon-Fri	6am-7pm
		SC	Sat	7am-4:30pm
		SC	Sun	11am-4:30pm
	Water Exercise	Mon-Sat		10:45am – 11:45am
	\$5 Open Swim •obstacle course •diving boards •Kid's Splash Pool	Mon-Fri	Sat, Sun	11am-4pm 11am-4:30pm
Toddler Time Ages 0-5yr	Mon-Sat		8:30am-10:30am	

### SPECIAL EVENTS:

SUMMER SPLASH PARTY Mon, May 31 12pm-4pm  
JULY 4<sup>th</sup> FAMILY FUN DAY Sun, Jul 4 12pm-4pm

### FAMILY APPRECIATION EVENT!

THURSDAY, AUGUST 5<sup>th</sup> 4:30 p.m.-6:30 p.m.  
Members enjoy FREE admission and receive one complimentary concession token per member!



## Fall Schedule August 9-September 6

	Activity	Days		Times
50M Olympic Pool  	Lap Swim	SC	Mon, Fri	10am-7pm
		SC	Tue, Wed, Thu	6am-7pm
		SC	Sat	7am-1pm
		SC	Sun	12pm-4pm
	Water Exercise	Mon-Sat		10:45am – 11:45am
\$5 Open Swim •obstacle course •diving boards •Kid's Splash Pool	Sat, Sun		11am-4:30pm	

### SPECIAL EVENTS:


BACK TO SCHOOL BASH Mon, Sep 6 12pm-4pm



### Weather Notes:

Lightning or severe weather may result in last minute cancellations. Follow our Facebook page at PCBAquaticCenter to stay in touch!

## Fall Schedule September 7-December 19

	Activity	Days		Times
50M Olympic Pool 	Lap Swim	SC	Mon, Fri	10am-7pm
		SC	Tue, Wed, Thu	6am-7pm
		SC	Sat	7am-1pm
		SC	Sun	12pm-4pm
	Water Exercise	Mon-Sat		10:45am – 11:45am

### Cold Weather:

Pool closes when outdoor temperature is 35° or below. Early morning swims may be delayed when 6am temperature is predicted to be 38° or below.



Panama City Beach Aquatic Center will observe a holiday schedule December 20, 2021 - January 3, 2022 TBA.

# **REGULAR AGENDA**

## **ITEM #7**



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

**1. DEPARTMENT MAKING REQUEST/NAME:**

Drew Whitman, Police

**2. MEETING DATE:**

February 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve Resolution 21-100 limiting special events on the sandy gulf beach during March 2021 to 125 persons.

**4. AGENDA:**

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Public Safety

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

DUE TO THE UNIQUE CHALLENGES PRESENTED BY SPRING BREAK DURING THE COVID-19 PANDEMIC, SANDY GULF BEACH EVENTS PLACE AN INORDINATE BURDEN ON CITY'S POLICE DEPARTMENT. CITY RESOURCES ON THE SANDY GULF BEACH TAKE OFFICERS OFF THE OTHER DUTIES.

IN ORDER TO BALANCE THE INTERESTS OF ALLOWING EVENTS ON THE SANDY GULF BEACH AND TO SAFELY MANAGE THE CITY'S RESOURCES, STAFF REQUESTS SPECIAL EVENTS DURING THIS YEAR'S SPRING BREAK BE LIMITED TO 125 PEOPLE.

RESOLUTION 21-100 PROHIBITS THE PERMITTING OF SPECIAL EVENTS WITH ACTUAL OR ANTICIPATED ATTENDANCE ABOVE 125 PEOPLE DURING THE MONTH OF MARCH, 2021.

STAFF RECOMMENDS APPROVAL.

[Res 21-100.Sandy Beaches Special Events v2.pdf](#)



## RESOLUTION 21-100

### **A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, LIMITING ATTENDANCE FOR SPECIAL EVENTS ON THE SANDY GULF BEACH DURING SPRING BREAK 2021 AND PROVIDING FOR EXPIRATION.**

WHEREAS, the City of Panama City Beach ("City") is a municipality granted home rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and may exercise its governmental, corporate, and proprietary powers for municipal purposes, including to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the World Health Organization, U.S. Health and Human Services Secretary, President of the United States, Governor of the State of Florida, and Bay County have all declared the outbreak of the novel coronavirus, COVID-19, to be an international, national, state, and local emergency; and

WHEREAS, since March 17, 2020, the City Council has taken careful and measured action by Resolutions and Emergency Ordinances to balance the public health and safety while also monitoring the need to allow for recreational and commercial activity to safely continue; and

WHEREAS, on May 28, 2020, the City Council enacted Resolution 20-114 placing restrictions on special events throughout the City; and

WHEREAS, throughout the spring and summer of 2020, the COVID-19 public health crisis overextended the City's public safety resources especially in controlling large congregations on the sandy gulf beach and the City anticipates a similar strain in the upcoming tourist season; and

WHEREAS, on December 29, 2020, Governor DeSantis issued Executive Order 20-316 extending the COVID-19 state of emergency throughout Florida; and

WHEREAS, the City finds that preemptive measures to limit special events on the sandy gulf beach will balance the City's desire to welcome its visitors with the City's limited resources to protect the public health, safety, and welfare; and

WHEREAS, the City Council finds that Governor DeSantis's Plan for Florida's Recovery enables the City to reopen its government and recreational facilities; and

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Panama City Beach, Florida as follows:

1. Beginning March 1, 2021, no Special Event may be permitted on the sandy gulf beach if the anticipated or actual attendance exceed one hundred twenty-five (125) persons.
2. This Resolution shall expire on March 31, 2021, unless extended by Resolution of the City Council.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of February 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk