



City of
Panama City Beach

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

CITY COUNCIL
Regular Meeting Agenda
March 11, 2021
6:00 p.m.

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 VICE MAYOR GEOFF MCCONNELL.**
- 3. PLEDGE OF ALLEGIANCE LED BY VICE MAYOR GEOFF MCCONNELL.**
- 4. COMMUNITY ANNOUNCEMENTS.**
- 5. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.**
- 6. PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS. (LIMITED TO 3 MINUTES)**

B. PRESENTATIONS

- Update by Superintendent Bill Husfelt.
- Three Proclamation Presentations Honoring Arnold High School Athletes.

C. CONSENT AGENDA

- 1. RES 21-101- A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH LAG CONSTRUCTION COMPANY, LLC RELATED TO THE PARKS AND RECREATION FISCAL YEAR 2021 CONCRETE PROJECT IN THE BASIC AMOUNT OF \$68,979.75.**
- 2. RES 21-102- A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH JERRY PATE TURF & IRRIGATION, INC. FOR THE REPAIR OF A TORO GROUNDSMASTER 4500D IN THE BASIC AMOUNT OF \$14,826.65.**
- 3. RES 21-103— A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BAY SOLUTIONS, INC. RELATED TO MANAGERS AND SUPERVISORS TRAINING AND DEVELOPMENT CONSULTING SERVICES FOR THE CITY IN THE BASIC AMOUNT OF \$27,500.**
- 4. RES 21-104— A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT TO SELL SURPLUS CITY PROPERTY LOCATED AT 172 CRANE STREET TO STUART J. TETTEMER, IN THE AMOUNT OF \$150,234, AND CITY PROPERTY LOCATED AT 174 CRANE STREET TO WILLIAM A. TETTEMER, JR. AND JANET G. TETTEMER, IN THE AMOUNT OF \$155,100.**

5. RES 21-105— A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. RELATING TO COLONY CLUB DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$16,880.
6. RES 21-106— A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC, FOR THE MAGNOLIA BEACH UTILITIES RELOCATION PROJECT IN THE AMOUNT OF \$125,000.
- 7.* RES 21-107— A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GILMORE RESORTS, INC. FOR THAT CERTAIN PROPERTY LOCATED AT 15726, 15801, 15810 AND 15812 FRONT BEACH ROAD FOR THE RELOCATION OF LIFT STATION 4 AND IMPROVEMENT OF THE CITY'S SEWER UTILITY SYTSTEM AND FRONT BEACH ROAD SEGMENT 4.1 RIGHT OF WAY IMPROVEMENT PROJECTS 4.1 IN THE AMOUNT OF \$1,035,275.

D. REGULAR AGENDA – DISCUSSION / ACTION

1. KJ KELLY STREET PINES PLAT AND PUBLIC HEARING.
2. DW EMERGENCY ORDINANCE 21-01 -CLOSING A PORTION OF THE SANDY BEACH.
3. MS RES 21-108— ABANDONING PORTIONS OF A UTILITY EASEMENT FOR PANAMA FLATS.
4. RM RES 21-110 – PURCHASE OF 800 MHZ RADIO SYSTEM AND BUDGET AMENDMENT.
5. RM RES 21-111- FIRE MUTUAL AIDE AGREEMENT.
6. LP RES 21-112—APPROVING THE PURCHASE OF A FLEET VEHICLE MONITORING CONTRACT AND BUDGET AMENDMENT.
7. MS RES 21-114-UTILITY WORK FOR PCB PARKWAY RESURFACING.
8. RM RES 21-115-RATIFICATION OF TURN-OUT GEAR EQUIPMENT

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 Fasone 3/8/21
City Clerk Date

Lynne Fasone 3/8/21
City Clerk Date

The Agenda Packet is e-mailed to interested parties and posted on the City's website at WWW.PCBFL.GOV/ by close of business on 03/08/2021

City Council meetings are live streamed on the City's website 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 32113
P: (850) 233-5100
F: (850) 233-5108
www.pcbgov.com

Community Announcements

for March 11, 2021 Council Meeting

<u>Date/Time</u>	<u>Event</u>	<u>Location</u>
This weekend, March 11 – 13th	Emerald Coast Cruzin	Aaron Bessant Park
April 3	Easter Egg Hunt	Frank Brown Park

PRESENTATIONS

CONSENT AGENDA
ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
March 11, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends approval. Sufficient funds have been budgeted to cover these repairs from Parks and Recreation and the CRA.

4. AGENDA:
CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life
Attractive Community

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

[RES 21-101.Concrete Project.pdf](#)
[LAG Construction bid proposal form.pdf](#)
[Copy_of_Concrete_Bid_evaluation.pdf](#)

RESOLUTION 21-101

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH LAG CONSTRUCTION COMPANY, LLC RELATED TO THE PARKS AND RECREATION FISCAL YEAR 2021 CONCRETE PROJECT IN THE BASIC AMOUNT OF \$68,979.75.

BE IT RESOLVED by the City Council of Panama City Beach that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and LAG Construction Company, LLC, relating to the Parks and Recreation Concrete Project FY2021 for various access points in the basic amount of Sixty Eight Thousand, Nine Hundred Seventy-Nine Dollars and Seventy-Five Cents (\$68,979.75) in substantially the form of the quote 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

"CONCRETE PROJECT – FY 2021 "

"
-

SECTION 00030

BID PROPOSAL FORM

This proposal of Kerry Odom (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as LAG Construction Company (a corporation, a partnership or an individual), whose Florida contractor's license number is RG291104055 is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **"CONCRETE PROJECT – FY 2021 "** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within 60 consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of \$1500.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum: \$68,979.75.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS according to the following schedule:

LUMP SUM BID SCHEDULE

Item #	Work Description	Unit Qty	Total
1	Pier Fund Improvements (Exhibit B) Concrete work at "beach-end" of Beach Access Points 47 and 65	157 sq ft	\$ 1,153.95
2	CRA Fund Improvements (Exhibit C) Concrete work at "roadway-end" of Beach Access Points 26, 31, 34, 43, 45, 47, 51, 65, and 76A	2381 sq ft.	\$ 17,500.35
3	Parks & Recreation Fund Improvements (Exhibit D) Concrete work at Frank Brown and Aaron Bessant Parks	6847 sq ft.	\$ 50,325.45
LUMP SUM BID (1+2+3)			\$ 68,979.75
(IN WORDS) <u>Sixty Eight thousand nine hundred seventy nine Dollars and twenty five Cents</u>			

MANDATORY REFERENCES AND PORTFOLIO

BIDDER submits the following four (4) references of completed projects of similar size and scope as follows:

1. Client: Frank Pledger Contact: 850-896-5135

Job Start Date: Oct 2019 . Job Completion Date: Oct 2019

2. Client: Amber Bush Contact: 850-532-4133

Job Start Date: Jan 2021 . Job Completion Date: Jan 2021

3. Client: Kenny Peoples Contact: 850-596-2018

Job Start Date: Dec 2020 . Job Completion Date: Dec 2020

4. Client: Macla Clark Contact: 850-866-1547

Job Start Date: Nov 2020 . Job Completion Date: Nov 2020

BIDDERS MUST INCLUDE PHOTOGRAPHS OF COMPLETED PROJECTS INCLUDED IN REFERENCES.

NOTE:

1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER may elect to utilize the Sales Tax Exemption Addendum (Exhibit A) for material at its sole discretion.
2. BIDS shall be on the basis of a lump sum price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
3. Bid unit prices and quantities, shall be applicable for any revisions to the WORK (either additions or omissions). In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
4. The OWNER reserves the right to reject any and all bids received.

compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

As required, the following documents are submitted with this Bid Proposal:

- 1. Executed Bid Proposal Form – Section 00030
- 2. Bid Bond – Section 00040
- 3. Bid Agreement – Section 00050
- 4. Performance Bond – Section 00060
- 5. Payment Bond – Section 00070
- 6. Drug Free Workplace – Section 00095
- 7. Public Entity Crimes – Section 00097
- 8. Reference Project Photograph Portfolio
- 9. Mandatory Pre-Bid Job Walk – Exhibit E

CONTRACTOR:

Kerry Odom
 LAG Construction Company
 1010 Arkansas Ave
 Address Lynn Haven FL.
 32444

850-896-6377
 Phone Number

2-17-21
 Date

[END OF SECTION 00030]

PANAMA CITY BEACH – "CONCRETE PROJECT – FY 2021"

Bond No. 65398343

SECTION 00040

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

Lag Construction Company LLC, as Principal, and WESTERN SURETY COMPANY, as

Surety, are hereby held and firmly bound unto the City of Panama City Beach, as

OWNER, in the penal sum of Five Percent of Amount Bid (5% of amount bid) for

the payment of which, will and truly be made, we hereby jointly and severally bind

ourselves, successors and assigns. Signed this 19TH day of February, 2021.

The Condition of the above obligation is such that whereas the principal has submitted to

the OWNER a certain BID, attached hereto and hereby made a part hereof to enter into

a contract in writing, for the construction of **"CONCRETE PROJECT – FY 2021"**

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver the Agreement in the form of contract as set forth in Section 00050 (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BID BOND

00040-1

- (c) NOW, THEREFORE, if the OWNER shall accept the BID of the Principal and the Principal shall execute and deliver to OWNER the required Agreement and within ten days after the date of a written Notice of Award in accordance with the terms of such BID, and within said ten days deliver to OWNER the required Certificate(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to OWNER such Agreement or to give such bond or bonds, and deliver to OWNER the required certificates of insurance, if the Principal shall pay to OWNER the fixed penal sum of \$1500.00 noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may have to accept said BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

WESTERN SURETY COMPANY

Surety

By:

Masungashof

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

[END OF SECTION 00040]

BID BOND

00040-1

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65398343

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MASON T. GRASHOT

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Lag Construction Company LLC

Obligee: City of Panama City Beach

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

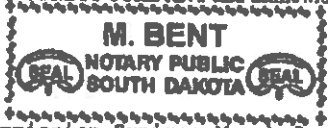
If Bond No. 65398343 is not issued on or before midnight of May 20, 2021, all authority conferred in this Power of Attorney shall expire and terminate.

In testimony whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Brufat, and its corporate seal to be affixed this 19th day of February, 2021.



WESTERN SURETY COMPANY
Paul T. Brufat
Paul T. Brufat, Vice President

On this 19th day of February, in the year 2021, before me, a notary public, personally appeared Paul T. Brufat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



M. Bent
Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of February, 2021.

WESTERN SURETY COMPANY
Paul T. Brufat
Paul T. Brufat, Vice President

To validate bond authenticity, go to www.asasurety.com > Owner/Obligee Services > Validate Bond Coverage.

"CONCRETE PROJECT – FY 2021 "

"

SECTION 00030

BID PROPOSAL FORM

This proposal of Kerry Odom (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as LAG Construction Company (a corporation, a partnership or an individual), whose Florida contractor's license number is RG291104055 is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **"CONCRETE PROJECT – FY 2021 "** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within 60 consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of \$1500.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Exhibit A
 Exhibit B
 Exhibit C
 Exhibit D
 Exhibit E

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum: \$168,979.75.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS according to the following schedule:

LUMP SUM BID SCHEDULE

Item #	Work Description	Unit Qty	Total
1	Pier Fund Improvements (Exhibit B) Concrete work at "beach-end" of Beach Access Points 47 and 65	157 sq ft	\$1,153.95
2	CRA Fund Improvements (Exhibit C) Concrete work at "roadway-end" of Beach Access Points 26, 31, 34, 43, 45, 47, 51, 65, and 76A	2381 sq ft	\$17,500.35
3	Parks & Recreation Fund Improvements (Exhibit D) Concrete work at Frank Brown and Aaron Bessant Parks	6847 sq ft	\$50,325.45
LUMP SUM BID (1+2+3)			\$168,979.75
(IN WORDS) <u>Sixty Eight Thousand nine hundred Seventy nine Dollars and Seventy five Cents</u>			

Concrete Project FY 2021
Mandatory Pre-bid 2/16/21 1:00PM
Bid opening - 2/16/21 - 1:00PM

Contractor	Verified License	License Number	Amount	Pre-Bid Meeting per Bid	Date and Time Bid Released	Bid if envelope clearly marked "SEAL-BID CONTRACT PROJECT"	(1) Bid Proposals Form	Bid Bond [10% of bid]	Bid Agreement (should only be an X and not part of response) if contractor answers the survey	Payment and Performance Bond (100%)	Drug Free Workplace	Public Entity Ethics Statement	Photos	Comments
LAC Construction Company	X	Registered General Contractor W029104955	\$68,979.75	X	2/19/2021 12:25	X	X	X	partial not completed	reference letter from my letter stating they are eligible for coverage	X	X	X	License holder pages on 2nd bid proposal form and agreement Should a single
Double H Construction	X	Certified General Contractor C0C3114145	\$95,837.50	X	2/19/2021 12:54	no	X	no complete	X	No \$5 amount provided in pay bond document	X	X		Best found bidder provide as required proposal of all complete bond documents with amount photos Did not show Did not submit 2nd bid Did not Did not provide
Slava Concrete	X	Certified Underground Utility and Excavation Contractor C0C1212924	\$332,088.00	X	2/19/2021 12:28	X	X	X	X	reference letter from my letter stating they are eligible for coverage	X	X	X	Licensee underground utility and excavation contractor Substantially higher in cost
Wentford Construction	X	Certified General Contractor C0C1320715	\$201,096.08	X	2/19/2021 12:45	no	X	X		reference letter from my letter stating they are eligible for coverage	X	X	X	Did not submit bid agreement cost Substantially higher
Flagship Design Build	X	Certified General Contractor C0C094662	\$221,472.00	X	2/19/2021 11:18	X	X							Multiple missing documents higher cost Did not provide photos Substantially
OCVC - Civil Coast Utility Contractor	X	Certified Underground Utility and Excavation Contractor CUC057285 No certified contractor license is eligible for the exam but not approved yet	\$279,800.00	X	2/19/2021 12:42	X	X	X		reference letter from my letter stating they are eligible for coverage	X	X		Licensee underground utility and excavation contractor No bid agreement Substantially higher cost No photos

Contractor	Item 1	Item 2	Item 3
LAC Construction Company	\$1,113.95	\$17,508.25	\$40,325.45
Double H Construction	\$6,075.80	\$75,837.50	\$62,125.80
Slava Concrete	\$4,265.80	\$16,245.90	\$69,490.80
Wentford Construction	\$152,832.00	\$46,712.20	\$4,062.00
Flagship Design Build	\$17,043.80	\$28,532.80	\$140,096.00
OCVC - Civil Coast Utility Contractor	\$21,740.80	\$61,740.80	\$181,580.00

** 1 below they completed and returned the bid for each item

CONSENT AGENDA

ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Cheryl Joyner, Parks & Recreation

2. MEETING DATE:
March 11, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends approval of this repair. The budget has adequate funds to cover this repair.

4. AGENDA:
CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life

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

[RES 21-102.Toro Groundskeeper repair v3.pdf](#)
[Mower repair bid proposal form.pdf](#)
[Mower_repair_bid_list.21-102.pdf](#)

RESOLUTION 21-102

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH JERRY PATE TURF & IRRIGATION, INC. FOR THE REPAIR OF A TORO GROUNDSMASTER 4500D IN THE BASIC AMOUNT OF \$14,826.65.

BE IT RESOLVED by the City Council of Panama City Beach that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Jerry Pate Turf & Irrigation, Inc., relating to the repair of a Toro Groundsmaster 4500D in the basic amount of Fourteen Thousand, Eight Hundred Twenty Six Dollars and Sixty-Five Cents (\$14,826.65) on substantially the form of the quote attached and presented to the Council today, draft dated February 23, 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 March, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 2/23 . 2021**Toro Groundsmaster 4500D Repair**

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

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

BID AMOUNT:

Total including parts, labor and pickup/delivery \$ 14,826.65

BY: Jerry Pate Company TITLE: Kurt Horne Service manager
 ADDRESS: 301 Schubert Dr CITY: Pensacola STATE: FL ZIP: 32504
 EMAIL ADDRESS: khorne@jerry pate.com
 PHONE: 850-479-4653



SIGNATURE - (Confirming all information above is correct)

**CITY OF PANAMA CITY BEACH
BID TABULATION**

Bidder	Address	Information	Price
Jerry Pate Turf & Irrigation	301 Schubert Road Pensacola, FL 32504		\$14,826.65

CONSENT AGENDA

ITEM #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Lori Philput, Administration

2. MEETING DATE:
March 11, 2021

3. REQUESTED MOTION/ACTION:

Request Council to approve a consulting services agreement with Bay Solutions relating to services for training and development for employees.

4. AGENDA:
CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health

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

On February 17th, (6) six responsive bids were accepted for the Training and Development Consulting Services.

Based on the scoring system, the best qualified bidder was Bay Solutions for \$24,750. This item is budgeted. In addition, the City wishes to add an additional class (Harassment and Diversity in the Workplace) for the amount of \$2,750 for two sessions. The total spend would be \$27,500.

They will provide an monthly trainings for up to 50 supervisors as well as allow for the City to customize the classes to fit our needs. They will provide on-site, not-for-credit, instructor-led supervisor development training short courses once a month in two sessions to try to accommodate all shifts and minimize scheduling conflicts. The consultant will work with Human Resources to identify areas of concern for instructor-led discussions, group activities and/or role play exercises. They will also prepare and provide all training materials.

Topics covered include:

Business Communications, Employee Evaluations, Ethics, Customer Service, Employee Development / Motivation, Leadership Styles, Difficult Conversations & Conflict Resolution, Employee Engagement and Five Generations in the Workplace

Staff recommends approval. This project would complete by Q1 2022.



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

RES 21-103.Training Services.pdf
Scoring sheet
RES 21-103.Training Services Agreement.pdf

RESOLUTION 21-103

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BAY SOLUTIONS, INC. RELATED TO MANAGERS AND SUPERVISORS TRAINING AND DEVELOPMENT CONSULTING SERVICES FOR THE CITY IN THE BASIC AMOUNT OF \$27,500.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Bay Solutions, Inc., relating to Managers and Supervisors Training and Development Consulting Services for the City in the basic amount of Twenty Seven Thousand, Five Hundred Dollars (\$27,500), in substantially the form of the quote 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

Training and Development Services Bid Tabulation

2/19/21

	Bay Solutions	Balmar	Cater Investments	Human Performance Consulting	IV Consulting	TalentKeepers
Experience (30)	27	20	10	25	10	24
Personnel assigned (10)	10	2	4	2	2	6
References and recommendations (10)	9	8	5	8	5	5
Project approach (30)	30	20	15	15	20	20
Pricing (20)	20	6.6	11.65	10.6	6.46	11.51
TOTAL	96	56.6	45.65	60.6	43.46	66.51
Notes				Bay Conflict No Vote		

Margaret
L. P. St

Ruth

Jamund Thomas

37.3
Wane J. J.

**TRAINING AND DEVELOPMENT
CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 11th day of March, 2021, by and between Bay Solutions, Inc. hereinafter referred to as "Bay Solutions", and the City of Panama City Beach, Florida, referred to as "City".

1. SCOPE OF TRAINING SERVICES.

1.1 Project Scope. The City retains Bay Solutions to diligently, competently and timely perform the scope of services described in Exhibit A and incorporated herein (the "Training Services") on an as-needed basis. The Services provided by Bay Solutions shall be in accordance with the Training and Development Consulting Services Request for Proposal issued by the City and Bay Solutions responsive proposal, the terms of which are incorporated herein by reference.

2. PAYMENT TERMS.

2.1. Total Cost. For the services described above in the Scope of Work, the Consultant shall be compensated a total of \$24,750.00. Invoices will be rendered in 9 equal installments on the first day of the month in which the classes are instructed. For training and development consulting services not included in this Scope of Work, Bay Solutions' rate is \$150.00 per hour. To instruct professional development classes not included in this Scope of Work, the Consultant will facilitate sessions that do not exceed 3 hours in duration for \$1,375.00 per session. No more than 25 attendees are permitted in any session.

2.2. City will pay Bay Solutions within thirty (30) days from receipt of an invoice.

3.0 . COVENANTS AND WARRANTIES OF BAY SOLUTIONS AND CITY.

3.1. Warranties of the City.

3.1.1. City has the lawful authority to enter into and perform this Contract;

3.1.2. City shall not offer employment to any employee of Bay Solutions for a period of two (2) years after the termination, except for cause, of this Contract.

3.2. Performance Warranties of the City. The City warrants that it shall throughout the term of this Contract:

3.2.1. Confirm the date and times of all sessions

3.2.2. Provide a location to hold the sessions with sufficient capacity to accommodate up to 25 participants

3.2.3. Provide a roster of attendees for each session, in advance

3.2.4. Coordinate and manage attendance and punctuality for all training sessions
Provide and arrange for any food or refreshments at the sessions, if desired.

3.3. Warranties of Bay Solutions. Bay Solutions warrants that Bay Solutions has:

3.3.1. All necessary licenses and consents required for Bay Solutions to enter into and fully perform the Scope of Services set forth on Exhibit "A;"

3.3.2. No conflict of interest with any other contract with a third party that might cause a claim to arise against City by the entry into or performance of this Contract by Bay Solutions.

3.4. Performance Warranties of Bay Solutions. Bay Solutions warrants that Bay Solutions shall throughout the term of this Contract:

3.4.2 Perform all tasks required under the Scope of Services with the same degree of skill and care as members of the same profession operating in the State of Florida;

3.4.3. Ensure that any third party, employee, agent, or subcontractor of Bay Solutions shall comply with the terms of this Contract concerning employment discrimination, insurances, and the requirements of Exhibit C so far as concerns this Contract;

4. OWNERSHIP OF PROJECT MATTER. Unless otherwise agreed between City and Bay Solutions, and approved by City's attorney:

4.1. All course completed assessments and other work completed or materials provided to employees by Bay Solutions concerning this Contract (but not curricula, internal working files, drafts, memoranda, and other professional work product) shall become the property of City during and at the completion or termination of this Contract;

4.2. All materials supplied or loaned by City to Bay Solutions during the term of this Contract shall remain the property of City;

4.3. All intellectual property provided to City by Bay Solutions and originating from this Contract shall become and remain the property of City, and Bay Solutions shall not, without the written consent and license from City, use such intellectual property for another commercial purpose;

4.4. City shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by Bay Solutions in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties. Any such agreement shall be an amendment to this contract.

5. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, Bay Solutions shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgements, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and costs, and paralegals' fees, whether resulting from any claimed breach of this Agreement or any of the Contract Documents from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Bay Solutions or anyone employed or utilized by Bay Solutions in the performance of this Agreement or any of the Contract Documents.

6. **INSURANCE.** Bay Solutions shall provide and maintain in force the following insurance coverage with an insurance carrier licensed to do business in the State of Florida. All

policies (except Workers Compensation and Employers Liability) shall name the city as additional insured and shall contain a clause that the Insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing.

Workers' Compensation Insurance Coverage

\$1,000,000.00	Limit Each Accident
\$1,000,000.00	Limit Disease Aggregate
\$1,000,000.00	Limit Disease Each Employee

If requested by City, Concessionaire shall provide to City an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

Commercial General Liability Coverage

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000.00 Combined Single Limit Each Occurrence, and
	\$2,000,000.00 Aggregate Limit

Business Automobile Liability Coverage

Bodily Injury & Property Damage	\$1,000,000.00 Combined Single Limit Each Accident
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7. **ASSIGNMENT.** Bay Solutions, its assigns or representative, shall not assign this Agreement, nor enter into any other agreements with third parties to delegate any or all of the responsibilities or rights herein without prior written approval of the City.

8. **INDEPENDENT CONTRACTOR.** Bay Solutions shall perform the conditions of the Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship of status. Nothing in this Agreement shall be, in any way, construed to constitute Bay Solutions or any of his agents or employees as the agent, employee or representative of the City.

9. **BANKRUPTCY OR INSOLVENCY.** If in the opinion of the City or the duly authorized representative thereof, Bay Solutions is in violation of any terms and provisions of this Agreement,

written notice thereof shall be provided to Bay Solutions. Failure to correct said violation within the time specified in said notice of violation shall result in the immediate termination of this Agreement.

10. NOTICE OF VIOLATION. If, in the opinion of the City or the duly authorized representative thereof, Bay Solutions is in violation of any terms and provisions of this Agreement, written notice thereof shall be provided to Bay Solutions. Failure to correct said violation within the time specified in said notice of violation shall result in the immediate termination of this Agreement.

11. TERMINATION. This Agreement may be terminated for Convenience or Cause. In either case, all notices of termination shall be hand delivered or sent via U.S. Mail – Certified Mail – Return Receipt Requested.

11.1. Termination for Convenience. The City may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice of termination. The City shall pay for all eligible work performed to the date of termination upon receipt of a valid invoice.

11.2. Termination for Cause. If Bay Solutions fails to comply with any of the terms and conditions of this Agreement, the City may give notice, in writing, to Bay Solutions of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare this Agreement to be terminated. Bay Solutions will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of Bay Solutions' failure to comply with this Agreement.

11.2.1. Notwithstanding the above, Bay Solutions is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Bay Solutions, and the City may withhold any payments to Bay Solutions for the purpose of setoff until such time as the amount of damages due the City from Bay Solutions is determined.

11.3. Failure of Bay Solutions to comply with these provisions shall constitute grounds for the City to immediately terminate this Agreement for cause and declare Bay Solutions to be non-responsible for bidding or proposing on future contracts for one year from the date the City notifies Bay Solutions of such non-compliance.

12. **POINT OF CONTACT.** All dealings, contacts, notices, etc., between Bay Solutions and the City shall be directed by Bay Solutions to the City Manager, City of Panama City Beach, Florida, and

By the City to Bay Solutions at:

By Bay Solutions to the City at:

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413
Attention: Human Resources Director

13. **NOTICE.** A letter addressed and sent certified mail, return receipt requested, to either party at its business address shall be sufficient notice whenever required for any purpose in the Agreement. Notice may also be delivered by hand and if so delivered, a receipt thereof signed by an authorized agent of the City or Bay Solutions shall be evidence of delivery.

14. **BINDING EFFECT OF SUCCESSORS AND SIGNS.** This Agreement shall be binding on the heirs, executors, successors, and assigns of the Parties.

15. **LOSS CONTROL/SAFETY.** Caution shall be exercised at all times by Bay Solutions for the protection of all persons, including employees and property. Bay Solutions shall be expected to comply with all laws, regulations, and/or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should be reasonably expected. Bay Solutions shall halt the Services if conditions exist that present immediate danger to persons or property either in its own opinion or in the opinion of the

City. Bay Solutions acknowledges that such stoppage will not shift responsibility for any damages from Bay Solutions to the City.

16. CONTRACT DOCUMENTS. With regard to the Training Services, the City's Request for Proposal and all attachments to it, along with Bay Solutions' response to the Request for Proposals, are hereby made an integrated part of this Agreement. Where a specific conflict exists between a term or condition in this Agreement, the RFP and/or Bay Solutions' response, this Agreement shall prevail first, the initial RFP and attachments are next, and Bay Solutions' proposal form and attachments are final priority.

17. NONDISCRIMINATION PROVISION. Bay Solutions agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap, disability, national origin, or genetics. Said nondiscrimination policy shall apply to employment practices of Bay Solutions and the provision of services. Bay Solutions agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by City for the purposes of investigation to ascertain compliance with the non-discrimination provisions of this franchise.

18. PUBLIC RECORDS. To the extent required by law, Bay Solutions shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes, specifically including to:

- 18.1.** Keep and maintain public records required by the City to perform the service.
- 18.2.** Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 18.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the term and following completion of the Agreement if Bay Solutions does not transfer the records to the City.

18.4. Upon completion of the Agreement, transfer, at no cost, to the City, all public records in possession of Bay Solutions or keep and maintain public records required by the City to perform the Services. If Bay Solutions transfers all public records to the City upon completion of this Agreement, Bay Solutions shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bay Solutions keeps and maintains public records upon completion of the Agreement, Bay Solutions shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with information technology system of the City.

IF BAY SOLUTIONS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BAY SOLUTIONS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT 850-233-5100, Lynne.Fasone@pcbfl.gov, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

19. **ILLEGAL ALIEN LABOR.** Bidder shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States.

20. **APPROPRIATIONS CLAUSE.** If the contract extends beyond the current fiscal year,

which ends on September 30th, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.

21. FORCE MAJEURE. If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

22. MODIFICATION. This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties thereto.

23. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida both as to interpretation and performance. Venue shall lie in a state or federal court of proper jurisdiction in Bay County, Florida.

24. DISPUTE RESOLUTION. Prior to the commencement of any litigation regarding this Agreement, the parties shall, in good faith, attempt to resolve any dispute through an independent mediator selected by the parties, with costs to be split by the parties unless another agreement on

costs is reached. In the event of litigation between the parties, attorney's fees and costs shall be awarded to the prevailing party. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

WITNESSES:

CITY OF PANAMA CITY BEACH

Signature

Al Shortt, Interim City Manager

Print Name of Witness above

Print Name and Title

Signature

Print Name of Witness above

ATTEST:

Approve as to form:

By _____
Amy E. Myers,

City Attorney

Lynne Fasone, City Clerk

**AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND BAY SOLUTIONS,
INC. FOR TRAINING AND DEVELOPMENT SERVICES**

WITNESSES:

BAY SOLUTIONS, INC.

Signature

By:

Print Name of Witness above

Print Name and Title

day of _____, 2021

Signature

ATTEST:

Print Name of Witness above

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT A – SCOPE OF SERVICES

SCOPE OF WORK and REQUIRED SERVICES

Bay Solutions shall provide on-site, not-for-credit, instructor-led supervisor development training. The training shall be short courses (i.e. 4-6 hour sessions) with no more than two (2) scheduled instructor-led sessions per month per subject matter course. The curriculum can be standard/“off-the-shelf” from Proposer but must be customized to the City audience. The City will not accept proposals for virtual employee training services such as webinars or online seminar programs. If, in your professional opinion, your firm can enhance training opportunities with online, on-demand or archived materials related to live, instructor-led sessions, please propose additional services or programs available and the projected benefits they would afford the City.

Bay Solution shall develop and customize curricula, instruction materials, and assessment materials of two sessions of the following nine topics.

- Business Communications
- Employee Evaluations
- Ethics
- Customer Service
- Employee Development / Motivation
- Leadership Styles
- Difficult Conversations & Conflict Resolution
- Employee Engagement
- Five Generations in the Workplace

If requested, the City may elect training on Harassment and Diversity in the Workplace at an additional cost.

B. Training Delivery

Training services shall be offered in a short course instructor led training (ILT) format.

C. Curriculum

1. Bay Solutions shall tailor the course content to the appropriate audiences = containing professional development topics listed above and designed to enhance the skills and abilities of City employees.
2. Bay Solutions must identify expected outcomes of each class, which will enable the participant to utilize his/her learning in the workplace.
3. Bay Solutions must have their own training content, provide trainers who are certified to train on 3rd party content, and/or be willing to create content based on the needs of the organization without charging fees for curriculum design.
4. Bay Solutions shall customize training curricula to fit public sector vocabulary as well as provide customization based on feedback from employee evaluations and City Leadership.
5. On-Site courses, not requiring computer access, shall be performed for up to 25 City employees at a time.
6. Bay Solutions shall submit all curricula and training materials to the City at least seven (7)

seven days prior to the start of any instruction and such materials shall be approved in writing by the City in advance.

7. Bay Solutions shall develop and administer assessments to each training attendee to ensure that each attendee has demonstrated a proficiency in the information and materials presented. Attendees who fail to achieve a score of at least 60% correct responses on any assessment shall be administered a new assessment.

D. Class Scheduling Process

1. The specific content and scheduling of classes will be determined by the City on a six-month planning basis depending on demand and resources.
2. Bay Solutions must be available to schedule employee development training classes, in coordination with the City, in two shifts, a morning and a late afternoon, at least three (3) months prior to schedule start date.

E. Locations

On-Site training will be conducted in the City Council Chambers at the following address:

City of Panama City Beach City Hall
17007 Panama City Beach Pkwy
Panama City Beach, FL 32413

Trainings may also be conducted at other City facilities located within Panama City Beach, FL as facility resources and audience demand.

F. Class Materials

Bay Solutions shall provide materials for courses. This includes preparing all participant materials (guides, handouts, exercises, books, job aides, assessments etc.) which:

1. Provide key content related to the course topics that are current, relevant and geared towards working public sector professionals.
2. If applicable, include a Resource page where participants can obtain additional information on the topic (websites, books, professional associations, blogs, etc.).
3. Make certain that no copyright permissions are violated.
4. Make use of appropriate audio/visual equipment.

G. Trainers/Instructors

1. Trainers provided and assigned shall be high quality instructors on a consistent basis to deliver customized training as needed by the City.
2. All instructors shall maintain and update each training syllabus, introduce, and follow objectives for each class, complete training as described, and utilize training aids such as the projection system.
3. Trainers should have knowledge of and experience with audio/visual equipment and technology.
4. Instructor shall demonstrate active listening and facilitation skills, communicate effectively both orally and in writing, and speak effectively before large and small groups.
5. Trainers should perform the role of facilitator, and effectively utilize group dynamic skills and techniques.

H. Performance/Quality Standards

Proposer will immediately provide feedback surveys and attendance records to the Human Resources Manager. Proposer will also immediately provide any feedback regarding employee complaints to the Human Resources Manager.

I. Class Cancellation Policy

1. If enrollment is low (below the minimum ten (10) participant requirement), the City will notify Proposer of cancellation at least five (5) business days prior to the course date with no penalty.
2. For classes that are cancelled by the Proposer with less than 3 business days' notice, Proposer shall be charged a penalty of 50% of the cost of the session. Notice given after 4:00 p.m. on any business day or on a weekend will be considered given at 8:00 a.m. on the next business day. Penalties, if any, will be deducted from amounts owed to the Proposer.

J. Responsibilities of the Consultant will include but are not limited to the following:

1. Provision of clerical and technical support for the survey team
2. Provision of own work materials
3. Provision of all materials to be completed by employees or supervisors

CONSENT AGENDA

ITEM #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

March 11, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends Council approval of the sale of surplus City-owned land at 172 and 174 Crane Street.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health

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

There are two lots, 172 and 174 Crane Street, in the Bid-A-Wee subdivision that previously were the site of a well and water treatment facility (Water Treatment Plant No. 2) for the City's potable water supply. With the change to the County water supply, this facility was no longer needed and was demolished in 2004. During a previous meeting in 2018, the property was declared surplus and council authorized its sale. Surveys and appraisals were obtained for the parcels indicating a value of each lot is \$155,000.00. These lots were offered for sale under a bid format with a minimum reserve of \$150,000.00.

Bids in the amounts of \$155,100.00 and \$150,234.00 were received for Parcels 1 and 2 respectively both meeting the minimum reserve. Although the Parcel numbers and legals were correct in the bid documents, the bid forms had their addresses swapped. On March 1, 2021, the real estate agent representing both buyers sent the attached email indicating each bidder's intent was based upon the addresses indicated in the bid form rather than the Parcel number and requested the bids assigned by address. If allowed, the bids would be assigned as \$150,234 by Stuart J. Tettemer for 172 Crane Street (Parcel 2) and \$155,100.00 by William A. Tettemer, Jr. and Janet G. Tettemer for 174 Crane Street (Parcel 1).

Staff have reviewed the bids and Department recommends the sale of the lots in accordance with the modification requested by the Buyer's agent as \$150,234 by Stuart J. Tettemer for 172 Crane Street (Parcel 2) and \$155,100.00 by William A. Tettemer, Jr. and Janet G. Tettemer for 174 Crane Street (Parcel 1).



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

RES 21-104.Crane Street 172 174.pdf

RESOLUTION 21-104

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT TO SELL SURPLUS CITY PROPERTY LOCATED AT 172 CRANE STREET TO STUART J. TETTEMER, IN THE AMOUNT OF \$150,234, AND CITY PROPERTY LOCATED AT 174 CRANE STREET TO WILLIAM A. TETTEMER, JR. AND JANET G. TETTEMER, IN THE AMOUNT OF \$155,100.

BE IT RESOLVED BY THE CITY OF PANAMA CITY BEACH that:

1. The property located at 172 and 174 Crane Street is hereby declared as surplus property.
2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Stuart J. Tettemer, relating to the sale of surplus City property located at 172 Crane Street, in the basic amount of One Hundred Fifty Thousand, Two Hundred Thirty-Four Dollars (\$150,234), in substantially the form attached and presented as Exhibit A 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.
3. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and William A. Tettemer, Jr. and Janet G. Tettemer, relating to the sale of surplus City property located at 174 Crane Street, in the basic amount of One Hundred Fifty-Five Thousand, One Hundred Dollars (\$155,100), in substantially the form attached and presented as Exhibit B 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

CONSENT AGENDA

ITEM #5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Kathy Younce, Public Works

2. MEETING DATE:

March 11, 2021

3. REQUESTED MOTION/ACTION:

Approve the professional services agreement combined task order & notice to proceed for Colony Club Drainage Improvements Project w/Dewberry Engineering, Inc. in the amount of \$16,880.00.

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
Attractive Community

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

May 1979 a 10' drainage easement was platted on the back of lots 38 through 52 along Eagle Drive in Colony Club Subdivision to capture the stormwater runoff from the back of each lot. Over the years this swale has been filled in by residents and landscaping has been planted in it's place as a buffer between the golf course and each lot. The City at this time wishes to re-establish this drainage connection in order to provide relief to both the residents and the golf course from localized flooding. Staff has coordinated with Holiday Golf Club for an entrance/exit for heavy machinery to reduce impacts to the Golf Course throughout the project. A path for the contractor will be incorporated in the design plans.

Staff requested and has received a proposed task order number 2021-01 (see Exhibit B Combined Task Order and Notice to Proceed) for work under the Master Service Agreement (MSA) with one of the City's stormwater consultants, Dewberry Engineering Inc. The proposed attachment provides services for surveying and engineering design.

Staff recommends approval of this proposal in the amount of \$16,880.00 and has sufficient funds in this fiscal year stormwater budget for the design work to be completed.

[RES 21-105.Colony Club Drainage.pdf](#)
[Map.pdf](#)
[Attachment A.pdf](#)
[COMBINED TASK ORDER 2021-01.pdf](#)

RESOLUTION 21-105

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. RELATING TO COLONY CLUB DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$16,880.

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 2021-01 to the Master Services Agreement for Professional Stormwater Engineering Services between the City and Dewberry Engineers, Inc, relating to Colony Club Drainage Improvements, in the amount of Sixteen Thousand, Eight Hundred Eight Dollars (\$16,880), 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.

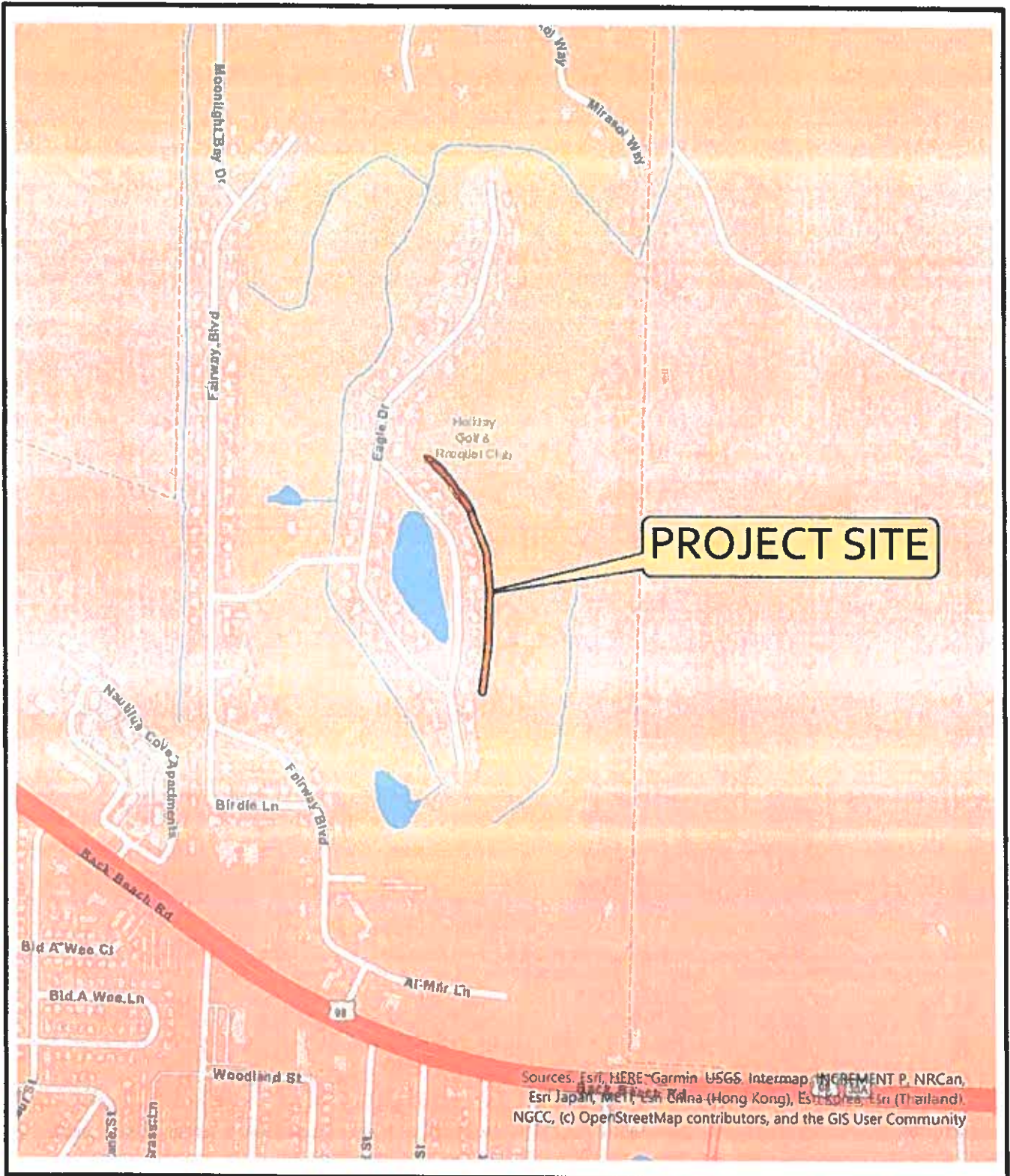
PASSED in regular session this _____ day of March, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



Dewberry
 Dewberry Engineers Inc.
 203 Aberdeen Parkway
 Panama City, FL 32405
 Ph: 850.571.1182

VICINITY MAP
COLONY CLUB
DRAINAGE IMPROVEMENTS
PANAMA CITY BEACH, FLORIDA



Scale: NTS
 Job No.: N/A
 Date: 2021.02.26
 Exhibit: 1



10 February 2021

Via Email at Kathy.Younce@pcbfl.gov

Kathryn Younce, E.I., CFM
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

**RE: City of Panama City Beach – Colony Club Drainage Swale
Professional Services Fee Proposal**

Dear Ms. Younce:

Dewberry Engineers, Inc. (Dewberry) is pleased to provide the enclosed Task Order to the City of Panama City Beach for professional services for the **Colony Club Drainage Swale** project. The project will consist of proposed improvements to re-establish a stormwater drainage swale on the east side of properties along Eagle Drive between the existing houses and golf course. The improvements will consist of a 10-foot-wide drainage swale for approximately 1300 linear feet and pipe, approximately 600 linear feet, for connection to wetland on east side of golf course.

Dewberry has prepared the enclosed Task Order (**Attachment A**) which details our scope of services and associated fees. Dewberry proposes to provide the services described in the attached Task Order for a lump sum fee of **\$16,880**.

If this task order is acceptable to the City, please execute and return to our Panama City office. If you have any questions, please give me a call at 850.571-1182.

We look forward to working with you on this important project and thank you for the opportunity to be of service to the City of Panama City Beach.

Sincerely,
DEWBERRY

J. Morgan Hurst, P.E.
Senior Project Manager

CW/sp

cc: Mr. Jonathan Sklarski, P.E. Branch Manager, Dewberry (via jsklarski@dewberry.com)
Mrs. Missy Ramsey, CPA, Controller, Dewberry (via mramsey@dewberry.com)

K:\PROPOSALS\City of PCB\Colony Club Swale\PCB_TO Letter.docx

ATTACHMENT A

COLONY CLUB DRAINAGE SWALE TASK ORDER

This task order is for the purpose of Dewberry Engineers, Inc. as the ENGINEER to provide professional services for the **Colony Club Drainage Swale** project to the **City of Panama City Beach** (City) acting by and through its Council. Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS INC. RELATING TO PROFESSIONAL STORMWATER ENGINEERING SERVICES dated April 8, 2014, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

DESCRIPTION OF ENGINEER'S SERVICES

A. SURVEYING SERVICES

Dewberry shall perform all office and field work required for the purpose of performing a Route Topographic Survey of approximately 1300 linear feet to include a 10-foot-wide drainage easement located adjacent to Lots 39 through 54 of Colony Club Phase 1. In addition to the drainage easement, the survey will depict topographic information along and existing outfall which extends to the east approximately 600 linear feet across the gold course. Said survey to include the following:

1. Specific purpose survey to identify the horizontal location of the 10 foot wide drainage easement, as described in the public records of Bay County, Florida, referenced to the Florida State Plane Coordinate System, North Zone, North American
2. 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.
3. Survey shall be referenced to North American Vertical Datum of 1988 (NAVD 88), per National Geodetic Survey benchmarks and/or control points.
4. Minimum of two (2) site benchmarks.
5. Contours at 1-foot intervals, together with spot elevations within the drainage easement and 20' either side.
6. Horizontal and vertical location of all aboveground visible improvements and/or structures.
7. 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).

B. ENGINEERING SERVICES

Dewberry will prepare engineered Construction Plans for a 10-foot-wide drainage swale approximately 1300 linear feet and approximately 600 linear feet of pipe for connection to wetland on east side of golf course. It is anticipated the plan set will include at a minimum the following sheets:

1. Prepare a site demolition plan.
2. Prepare a site grading and drainage plan to include, but not limited to, site grading and conveyance pipe, if necessary.
3. Prepare site specific details based on the current Panama City Beach standards.

PROFESSIONAL SERVICES FEES SUMMARY

Task A: Surveying Services	\$ 4,900.00
Task B: Engineering Services	\$ 11,980.00
TOTAL PROPOSED FEE	\$ 16,880.00

Services not included in this proposal are as follows:

- Property owner notifications (presence of surveyors, demolition of property)
- Boundary Survey
- Engineering Calculations
- Stormwater Design
- Florida Department of Environmental Protection (FDEP) ERP permitting
- Permit application fees to governing agencies.
- Construction Phase Services.
- Geotechnical Engineering Services.
- Wetlands or Environmental Services.
- Environmental Assessments.

We sincerely appreciate you giving Dewberry the opportunity to be of service to you. If you have any questions or need additional information, please contact us at (850) 571-1182 or you may e-mail me at mhurst@dewberry.com.

DEWBERRY
203 Aberdeen Parkway
Panama City, Florida 32405



By: _____

Name and Title: J. Morgan Hurst, Senior Project Manager

Date: 1 March 2021

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

By: _____

Name and Title: Mr. Al Shortt, Interim City Manager

Date: _____

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2021-01

DATE
3/11/2021

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERING, INC., RELATING TO STORMWATER DESIGN FOR PROFESSIONAL ENGINEERING SERVICES dated _____, 20____, (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 Colony Club Drainage Improvements.

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

- a stipulated sum of \$ 16,888.00; 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 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 _____, 2021, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 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 ENGINEERING, INC.
By: _____ Date: _____
Its: _____

ATTEST:

City Clerk

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

CONSENT AGENDA

ITEM #6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

March 11, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends awarding the construction contract to Gulf Coast Utility Contractors, LLC. for the Magnolia Beach Utilities Relocation project.

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?

Bay County Engineering is soliciting bids for roadway stormwater drainage improvements on Magnolia Beach Road near its intersection with Magnolia Drive. Construction of the County's improvements requires relocation of a section of watermain at City expense in advance of the County work. Plans and specifications for the needed relocation were developed by Utilities Department staff and the project publicly advertised for construction bids. Four bids were received and a bid tabulation is attached. The lowest responsive bid was provided by Gulf Coast Utility Contractors, LLC. in the amount of \$125,000 (Base Bid). An alternate bid (Alternate Bid "A") was solicited for use of restrained standard pipe in lieu of the Base Bid fusible pipe configuration. The low bidder proposed additional costs for this alternative. The other three bidders offered deductive amounts but none of these reductions provide a lower overall bid for the work.

Staff has reviewed the bids received and recommends award of the construction contract for this work to Gulf Coast Utility Contractors, LLC. for the Base Bid in the amount of \$125,000.00. This project is within the current budget allowance for minor improvements system improvements. Attached is a draft Agreement for your review.

Staff recommends Council approval and authorization for the City Manager to enter into a construction contract for the work.

[Res 21-106.Magnolia Beach Util Reloc.pdf](#)
[00050 Agreement & Bid Tab CONFORMED.pdf](#)
[Magnolia Beach.pdf](#)

RESOLUTION 21-106

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC, FOR THE MAGNOLIA BEACH UTILITIES RELOCATION PROJECT IN THE AMOUNT OF \$125,000.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Agreement between the City and Gulf Coast Utility Contractors, LLC, relating to the Magnolia Beach Utilities Relocation Project, in the not to exceed amount of One Hundred Twenty-Five Thousand Dollars (\$125,000), 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, 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:

Lynn Fasone, City Clerk

**MAGNOLIA BEACH UTILITIES RELOCATION
CITY OF PANAMA CITY BEACH
BID DATE: MARCH 1, 2021 AT 10:00AM**

Certified by: 
Marcie Douglas, P.E.

Date 3/1/2021

BIDDER	BASE BID	ALTERNATE BID A	BASE BID + ALTERNATE BID A
Gulf Coast Utility Contractors	\$125,000.00	\$7,500.00	\$132,500.00
Sikes Concrete	\$187,154.00	(\$7,500.00)	\$179,654.00
Marshall Brothers	\$285,000.00	(\$100,000.00)	\$185,000.00
Royal American	\$238,774.00	(\$3,000.00)	\$235,774.00

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 1 day of March, 2021 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and GULF COAST UTILITY CONTRACTORS, LLC, doing business as a CORPORATION, having a business address of 13938 HWY 77, Panama City, FL 32409 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the construction of **PANAMA CITY BEACH – MAGNOLIA BEACH UTILITIES RELOCATION**, to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.
2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within of the required commencement date as follows, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"):

<u>Completion Milestone</u>	<u>Calendar Days Following Notice to Proceed</u>
Construct all improvements and transfer to proposed mains.	60

Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of

\$250.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the cost of \$ 125,000.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

- Section 00010 ADVERTISEMENT FOR BIDS
- Section 00020 INFORMATION FOR BIDDERS
- Section 00030 BID PROPOSAL FORM
- Section 00040 BID BOND
- Section 00050 AGREEMENT
- Section 00060 PERFORMANCE BOND
- Section 00080 NOTICE OF AWARD
- Section 00090 NOTICE TO PROCEED
- Section 00095 DRUG FREE WORKPLACE
- Section 00096 TRENCH SAFETY ACT
- Section 00097 PUBLIC ENTITY CRIMES
- Section 00099 CERTIFICATE OF INSURANCE
- Section 00808 SALES TAX EXEMPTION ADDENDUM
- Section 00100 GENERAL CONDITIONS

DRAWINGS prepared by the City of Panama City Beach Numbered 1 through 5 and dated February 2021.

SPECIFICATIONS prepared or issued by the City of Panama City Beach
Dated February 2021.

ADDENDA :

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

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

5. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.

6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. This Agreement shall be governed by the laws of the State of Florida.
8. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Parkway

Panama City Beach, FL 32413
ATTENTION: _____
AI Shortt, Interim City Manager
Fax No.: _____
(850) 233-5108

If to Contractor:

Gulf Coast Utility Contractors, LLC

13938 HWY 77

Panama City, FL 32409
ATTENTION: _____
Mike Swearington
Fax No.: _____

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

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

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

13. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Marcie Douglas, Utilities Engineer.

14. **INSURANCE - BASIC COVERAGES REQUIRED**

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

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

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

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

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

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

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000	Combined Single Limit Each Occurrence, and Aggregate Limit
	\$2,000,000	

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

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

Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

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

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

PANAMA CITY BEACH – MAGNOLIA BEACH UTILITIES RELOCATION

(SEAL)

OWNER: _____

ATTEST:

BY: CITY OF PANAMA CITY BEACH,
FLORIDA

NAME: Al Shortt

City Clerk

(Please type)

TITLE: INTERIM CITY MANAGER

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____

(Please Type)

NAME _____

ADDRESS: _____

(Please Type)

[END OF SECTION 00050]

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CONSENT AGENDA

ITEM #7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Mark Shaeffer, Utilities

2. MEETING DATE:
March 11, 2021

3. REQUESTED MOTION/ACTION:

Request Council Approval of the Purchase Agreement with the Gilmores for Right-of-Way Needed and Property for Relocation of Lift Station 4 needed for the CRA Part 4.1 Improvements Project.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:

Transportation
Quality of Life
Public Safety

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

Additional properties are needed for the planned roadway modification for the Part 4.1 portion of the CRA improvements to Front Beach Road. These properties would provide for accommodating the needed roadway and sidewalk widths as well as easements for stormwater management. There is an existing sewage lift station (No. 4) that is within the right-of-way of this portion of the CRA improvements that will need to be relocated to free-up area for the planned roadway improvements under this Part. An alternate site is needed for construction of the replacement station and is also included in the proposed land purchase.

[RES 21-107.LS4 Gilmore Purchase.pdf](#)
[LS4 Gilmore Purchase Contract.21-107.pdf](#)

RESOLUTION 21-107

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GILMORE RESORTS, INC. FOR THAT CERTAIN PROPERTY LOCATED AT 15726, 15801, 15810 AND 15812 FRONT BEACH ROAD FOR THE RELOCATION OF LIFT STATION 4 AND IMPROVEMENT OF THE CITY'S SEWER UTILITY SYTSTEM AND FRONT BEACH ROAD SEGMENT 4.1 RIGHT OF WAY IMPROVEMENT PROJECTS 4.1 IN THE AMOUNT OF \$1,035,275.

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 Gilmore Resorts, Inc., for that certain property located at 15726, 15801, 15810 and 15812 Front Beach Road for the relocation of Lift Station 4 and improvement of the City's Sewer Utility System and Front Beach Road Segment 4.1 Right of Way Improvement Projects 4.1, in the amount of One Million, Thirty Five Thousand, Two Hundred Seventy Five Dollars (\$1,035,275), in substantially the form attached and presented to the Council today as Exhibit A, draft dated December 23, 2020, 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

REAL ESTATE SALES CONTRACT

STATE OF FLORIDA

COUNTY OF BAY

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between GILMORE RESORTS, INC., ("Seller") and the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

1.01. Seller hereby agrees to sell and convey by statutory warranty deed in substantially the form attached as Exhibit A (the "Deed"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

DESCRIPTION OF LIFT STATION PARCEL NO. 4: COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 3 OF F.A. BLACK'S ORIGINAL PLAT LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 FOR 352.27 FEET TO THE NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE NORTH 32 DEGREES 03 MINUTES 34 SECONDS EAST ALONG SAID NORTHWESTERLY LINE FOR 258.10 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 57 DEGREES 56 MINUTES 26 SECONDS EAST FOR 71.89 FEET; THENCE NORTH 06 DEGREES 51 MINUTES 19 SECONDS EAST FOR 13.02 FEET; THENCE NORTH 21 DEGREES 18 MINUTES 59 SECONDS EAST FOR 27.95 FEET; THENCE NORTH 31 DEGREES 58 MINUTES 43 SECONDS EAST FOR 50.24 FEET; THENCE NORTH 68 DEGREES 02 MINUTES 36 SECONDS EAST FOR 37.21 FEET; THENCE NORTH 76 DEGREES 55 MINUTES 38 SECONDS EAST FOR 21.50 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST ALONG SAID NORTHEASTERLY LINE FOR 98.09 FEET TO SAID NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE SOUTH 32 DEGREES 03 MINUTES 34 SECONDS WEST ALONG SAID NORTHWESTERLY LINE FOR 134.83 FEET TO THE POINT OF BEGINNING.

1.02. Seller hereby agrees to sell and convey a permanent access and utility easement in substantially the form attached as Exhibit B (the "Easement") and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

DESCRIPTION OF INGRESS, EGRESS AND UTILITY EASEMENT:
COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 3 OF F.A. BLACK'S ORIGINAL PLAT LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 FOR 322.27 FEET TO THE NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 3986, PAGE 2021 AND THE POINT OF BEGINNING. THENCE NORTH 32 DEGREES 03 MINUTES 34 SECONDS EAST ALONG SAID NORTHWESTERLY LINE FOR 158.00 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 3986, PAGE 2021; THENCE SOUTH 57 DEGREES 56 MINUTES 26 SECONDS EAST ALONG SAID NORTHEASTERLY LINE FOR 10.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 34 SECONDS EAST FOR 100.10 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST FOR 40.00 FEET TO THE NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE SOUTH 32 DEGREES 03 MINUTES 34 SECONDS WEST ALONG SAID NORTHWESTERLY LINE FOR 258.10 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98; THENCE SOUTH 57 DEGREES 56 MINUTES 26 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 30.00 FEET TO THE POINT OF BEGINNING.

1.03. Seller hereby agrees to sell and convey a construction license in substantially the form attached as Exhibit C (the "License"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

15801 FRONT BEACH ROAD - TEMPORARY CONSTRUCTION EASEMENT
"WEST TRACT"

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK'S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 13.41 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 20.03 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 20.03 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 681.88 SQUARE FEET.

And

EAST TRACT

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK'S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 99.91 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 16.59 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 16.59 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 497.6312 SQUARE FEET.

1.04 Seller also sells and agrees to sell and convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Deed and Easement (sometimes referred to as the "Property"), including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, and including any rights of Seller to any oil, gas, and other minerals, together with any improvements and fixtures situated on and attached to the Property or appurtenant thereto (all of such real property, leases, rights, and appurtenances being hereinafter collectively referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth.

ARTICLE II

PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price (herein called the "Purchase Price") for said Property shall be the sum of ONE MILLION, THIRTY FIVE THOUSAND, TWO HUNDRED SEVENTY FIVE DOLLARS (\$1,035,275).

2.02. As additional consideration, Buyer will construct at its sole expense a 16' wide driveway on the Easement Property.

Deposit

2.02. Purchaser shall deposit with Hand Arendall Harrison Sale, LLC the sum of Ten Thousand Dollars (\$10,000.00) as an Escrow Deposit that shall be credited to the Purchaser at Closing.

Payment of Purchase Price

2.03. Purchaser shall pay at Closing the sum of One Million Twenty Five Thousand Two Hundred Seventy Five Dollars (\$1,025,275) in cash or certified funds.

ARTICLE III

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing):

Title Commitment

3.02. Five (5) days prior to Closing, Purchaser shall secure, at Purchaser's expense, a title insurance commitment ("Title Commitment"). The Title Commitment shall commit to issue to Purchase an owner's title insurance policy in an amount equal to the total Purchase Price of the Property upon recording of the deed hereinafter called for, free and clear of all liens and encumbrances except the standard exceptions or qualification usually printed in the title insurer's commitment form and permitted exceptions identified herein. Purchaser shall have five (5) days from the date of receiving the Title Commitment to examine same and, if the title is found to be defective, Purchaser shall, within (2) days, notify Seller in writing specifying the defects and Seller shall have thirty (30) days from receipt of notice within which to cure said defects. If Seller is

unsuccessful in removing the defects within that time to the reasonable satisfaction of Purchaser, Purchaser shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract whereupon Purchaser and Seller shall be released from all obligations under the Contract. Seller agrees that it will in good faith use due diligence to correct the title defect within the time provided but Seller shall not be obligated to expend any of Seller's funds to correct any such title defect.

Access and Inspection Rights

3.03. Purchaser may, prior to the Closing Date, personally or through its employees, representatives and consultants, make such inspections, tests and investigations of the Property (including, without limitation, environmental inspections, borings and physical samplings) as Purchaser deems necessary or desirable, and Seller shall cooperate fully in such inspections, tests, investigations and examinations and shall instruct its employees, representatives and agents to cooperate fully. Such inspections, tests, investigations and examinations shall be done at reasonable times and under reasonable circumstances.

Furthermore, from and during this Contract, Purchaser shall have the right to enter upon the Property for purposes of conducting any such inspections, tests, and investigations of the Property as Purchaser deems necessary or desirable and such right in Purchaser shall extend to Purchaser's agents, representatives, consultants, and contractors. Any damage to the Property or improvements caused by any such entry, inspections, tests, or investigations shall be repaired immediately by Purchaser. Purchaser shall indemnify Seller and hold Seller harmless from and in respect of any loss, costs, damage or expense as a result of any claim asserted against Seller arising out of such entry, inspections, tests or investigations.

Purchaser understands that it is purchasing the Property in “as-is, where-is” condition and that no stated or implied representations or warranties of any nature whatsoever have been made by the Seller pertaining to the size, shape, location or condition of the Property, or pertaining to the site, environmental matters, toxic waste, radon gas, etc.

ARTICLE IV

CLOSING

4.01. The Closing shall be at the offices of Hand Arendall Harrison Sale, LLC, 16901 Panama City Beach Parkway, Suite 300, Panama City Beach, Florida, on or before February 1, 2021, unless the parties agree in writing to another date and place for Closing.

4.02. Real property taxes, water rates and sewer charges, and rents, if any, shall be prorated and adjusted on the basis of thirty (30) days of each month, Seller to have the last day, to the date of Closing. Taxes for all prior years shall be paid by Seller. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by Seller. All other assessments shall be paid by Purchaser.

4.03. At the Closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions.

(b) Deliver to Purchaser an Affidavit of Non-Foreign Status of Seller executed by Seller.

(c) Deliver to Purchaser and the Closing Agent affidavits by knowledgeable persons that there are no liens and encumbrances, existing or contingent, against the Property.

(d) Deliver to Purchaser possession of the Property.

4.04. At the Closing, Purchaser shall:

(a) Deliver to Seller the cash portion of the Purchase Price.

4.05. Each party shall pay any attorney's fees incurred by such party. Purchaser shall pay for the following: documentary tax stamps affixed to the Deed; the cost of the Title Insurance Policy and related charges for examination, search and closing; and the cost of recording the Deed. All other costs and expenses of Closing the sale and purchase and loans shall be borne and paid by the party requesting the item or service.

ARTICLE V

LEGISLATIVE ACTION

5.01. This agreement and purchase is wholly contingent upon the Panama City Beach City Council voting to approve this Contract on or before January 28, 2021. If the decision is "yes," this Contract shall continue in full force and effect. If the decision is "no," this Contract shall terminate and neither party shall have any further obligations hereunder.

ARTICLE VI

BREACH BY SELLER

6.01. If Seller fails or refuses to comply fully with the terms of this Contract, because of failure to clear title, as outlined in Paragraph 3.02 contained herein, to Property or for any other cause other than Purchaser's default, Purchaser may, at its option, (a) rescind this Contract and recover from Seller the Deposit, or (b) proceed with this Contract and take the Property as-is, or (c) pursue a suit for specific performance.

ARTICLE VII

BREACH BY PURCHASER

7.01. If Purchaser shall default in the performance of any of the terms and conditions of this Contract, or if the Closing shall not occur through the fault of Purchaser, Seller may, as their sole remedy, retain the Deposit as liquidated damages, and this Contract shall be cancelled.

ARTICLE VIII

MISCELLANEOUS

Survival of Covenants

(a) The terms of this Agreement shall merge into the closing documents, notably, the deed, and shall not survive the Closing.

Notice

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the addresses set forth herein below:

IF TO SELLER:

Mike Burke, Esq.
Burke Blue
16215 Panama City Beach Parkway
Panama City Beach, FL 32413

IF TO PURCHASER:

Tony O'Rourke, City Manager
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413

With Copy To:

Amy E. Myers, Esquire
Hand Arendall Harrison Sale, LLC
16290 Panama City Beach Parkway, Suite 300
Panama City Beach, FL 32413

Governing Law and Jurisdiction

(c) This Contract shall be construed and enforced in accordance with the laws of the State of Florida.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

(f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

(g) Time is of the essence of this Contract. All times calculated in days hereunder shall be calendar days.

Attorney's Fees

(h) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or

transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

(i) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Date of Contract

(j) The term "date of this Contract" as used herein shall mean the latest of the dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which latest date shall be the date of final execution and agreement by the parties.

[Intentionally left blank, signatures on following page]

Executed on the dates set forth at the signatures of the parties hereto.

DATED as to Seller this _____ day of _____, 202__.

Witnesses

**SELLER:
GILMORE RESORTS, INC.**

Witnesses

DATED as to Purchaser this _____ day of _____, 202__.

ATTEST:

**PURCHASER:
PANAMA CITY BEACH, FLORIDA**

City Clerk

By: _____
City Manager

Exhibit A

Parcel Identification Number:

WARRANTY DEED

This indenture made on _____, 2021, by

Gilmore Resorts, Inc.

whose address is: []

hereinafter called the "Grantors", to

The City of Panama City Beach, a municipal corporation

whose address is: 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413

hereinafter called the "Grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the Grantors, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Bay County, Florida, to-wit:

DESCRIPTION OF LIFT STATION PARCEL NO. 4: COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 3 OF F.A. BLACK'S ORIGINAL PLAT LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 FOR 352.27 FEET TO THE NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE NORTH 32 DEGREES 03 MINUTES 34 SECONDS EAST ALONG SAID NORTHWESTERLY LINE FOR 258.10 FEET TO THE POINT OF BEGINNING. THENCE SOUTH 57 DEGREES 56 MINUTES 26 SECONDS EAST FOR 71.89 FEET; THENCE NORTH 06 DEGREES 51 MINUTES 19 SECONDS EAST FOR 13.02 FEET; THENCE NORTH 21 DEGREES 18 MINUTES 59 SECONDS EAST FOR 27.95 FEET; THENCE NORTH 31 DEGREES 58 MINUTES 43 SECONDS EAST FOR 50.24 FEET; THENCE NORTH 68 DEGREES 02 MINUTES 36 SECONDS EAST FOR 37.21 FEET; THENCE NORTH 76 DEGREES 55 MINUTES 38 SECONDS EAST FOR 21.50 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST ALONG SAID NORTHEASTERLY LINE FOR 98.09 FEET TO SAID NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE SOUTH 32 DEGREES 03 MINUTES 34 SECONDS WEST ALONG SAID NORTHWESTERLY LINE FOR 134.83 FEET TO THE POINT OF BEGINNING.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anyway

appertaining.

The land is not the homestead of the Grantors under the laws and constitution of the State of Florida and neither the Grantors nor any person(s) for whose support the Grantors are responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

And the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2020.

In Witness Whereof, the Grantors have hereunto set their hand(s) and seal(s) the day and year first above written.

**Gilmore Resorts, Inc.
a Florida corporation**

By: []

Witness Signature

Witness Signature

Print Name: _____

Print Name: _____

By: []

Witness Signature

Witness Signature

Print Name: _____

Print Name: _____

State of
County of

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on _____,
2021, by [], on behalf of [], who are personally known to me or has produced a valid driver's
license as identification.

NOTARY PUBLIC

Notary Print Name

My Commission Expires: _____

Exhibit B

UTILITY EASEMENT

STATE OF FLORIDA
COUNTY OF BAY

KNOW ALL MEN BY THESE PRESENTS that, Grantor, Gilmore Resorts, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid by the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, the receipt whereof is hereby acknowledged, do hereby grant and convey to said CITY OF PANAMA CITY BEACH, FLORIDA, its successors and assigns, a perpetual easement in and the right to excavate for, install, bury, construct, maintain, repair, alter, access and operate its sanitary sewer, potable water, and reuse water utilities, as the same shall be located or relocated by said CITY, together with the right to allow the attachment of and also the right to install, maintain and use such junctions, manholes, drains, and connectors as may be necessary or convenient in connection therewith, upon, under and across the following described land in Bay County, to wit:

DESCRIPTION OF INGRESS, EGRESS AND UTILITY EASEMENT:
COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 3 OF F.A. BLACK'S ORIGINAL PLAT LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 FOR 322.27 FEET TO THE NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 3986, PAGE 2021 AND THE POINT OF BEGINNING. THENCE NORTH 32 DEGREES 03 MINUTES 34 SECONDS EAST ALONG SAID NORTHWESTERLY LINE FOR 158.00 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 3986, PAGE 2021; THENCE SOUTH 57 DEGREES 56 MINUTES 26 SECONDS EAST ALONG SAID NORTHEASTERLY LINE FOR 10.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 34 SECONDS EAST FOR 100.10 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 26 SECONDS WEST FOR 40.00 FEET TO THE NORTHWESTERLY LINE OF A PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1812, PAGE 2165; THENCE SOUTH 32 DEGREES 03 MINUTES 34 SECONDS WEST ALONG SAID NORTHWESTERLY LINE FOR 258.10 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98; THENCE SOUTH 57 DEGREES 56 MINUTES 26 SECONDS EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the rights of ingress and egress to and from said easement.

PROVIDED always that in undertaking such excavation, installation, burial,

construction, maintenance, repair, alteration or operation, the said CITY, its successors and assigns, shall be obligated to restore the surface of said property to as good or better condition as immediately preceding such undertaking; and

PROVIDED that Grantors, their successors and assigns shall make no use of or improvement on the above-described land inconsistent with the easement granted herein, Grantors and Grantee agreeing that construction of an asphalt paved road or parking lot shall not be considered an inconsistent use.

TO HAVE AND TO HOLD the same to the said CITY, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

GRANTOR

Date: _____

(Signature of Witness)
Print Name: _____

(Signature of Witness) Date: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ___ day of _____, 2021, by _____ and _____, who: (notary must check applicable line)

_____ is personally known to me.
_____ produced _____ as identification.

[Notary Seal]

Signature of Notary Public

Name typed, printed or stamped
My commission Expires: _____

THIS INSTRUMENT PREPARED BY BUT NOT EXECUTED BEFORE:
Amy E. Myers, Esquire
HAND ARENDALL HARRISON SALE LLC
16290 PANAMA CITY BEACH PARKWAY, SUITE 300
PANAMA CITY BEACH, FLORIDA 32413
(850) 769-3434

Exhibit C



Panama City Beach CRA

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413-2140
www.pcbonthemove.com

Panama City Beach Community Redevelopment Agency

LICENSE

Parcels: 742W and 742E

Property Location:

Project Name: Front Beach Road Segment 4.1 Improvement Project

THIS AGREEMENT, Made the ____ day of _____, 2021, by and between Gilmore Resorts, Inc., herein called Licensor, and the CITY OF PANAMA CITY BEACH, herein called Licensee.

In consideration of the benefits accruing unto the Licensor, the parties agree as follows:

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the attached described premises (Temporary Construction Easements 742 East and West) during construction of the Front Beach Road Segment 4.1 Improvement Project (**Exhibit A**).

The premises may be occupied and used by Licensee solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the Licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of _____.

The making, execution and delivery of this agreement by Licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the said Licensor has signed and sealed these presents the day and year first above written.

By: _____

(Signature of Licensor)

Exhibit A

15801 FRONT BEACH ROAD – TEMPORARY CONSTRUCTION EASEMENT
‘WEST TRACT’

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK’S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 13.41 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 20.03 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 20.03 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 681.88 SQUARE FEET.

And

‘EAST TRACT’

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK’S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 99.91 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 16.59 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 16.59 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 497.6312 SQUARE FEET.

REGULAR AGENDA

ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Kelly Jenkins, Public Works

2. MEETING DATE:
March 11, 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 \$123,644.80 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.

[KELLY STREET PINES FINAL PLAT__2-22-21.pdf](#)

REGULAR AGENDA
ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Cole Davis, Police

2. MEETING DATE:

March 11, 2021

3. REQUESTED MOTION/ACTION:

Approve Emergency Order 21-01 closing a portion of the sandy gulf beach at night from April 1 through April 12.

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?

During the summer of 2020, the City experienced a rash of large spontaneous "pop-up" events occurring along a portion of the sandy gulf beach. This led the City Council to pass Ordinance 1532-E closing that portion from 10:00 p.m. to 5:00 a.m. This closure reduced these gatherings and did not otherwise substantially interfere with the enjoyment of the beach.

The Police Department anticipates similar activity along the first portion of April as the City again welcomes many visitors to the area. With the continued strains of COVID-19 and the difficulty with safely preventing crime and the spread of the COVID-19 when large gatherings occur on the sandy gulf beach, staff requests approval of Emergency Order 21-01 to close the same portion of beach, outlined in Exhibit A to the Order, from April 1 through April 12.

This Order will automatically expire at midnight on April 13 unless further extended by order of the City Council. Staff recommends approval.

030521 Beach Closure EO v2.0.pdf
Map.pdf

EMERGENCY ORDER 21-01

AN EMERGENCY ORDER OF THE CITY OF PANAMA CITY BEACH, FLORIDA, TEMPORARILY CLOSING A PORTION OF THE SANDY GULF BEACH FROM THE HOURS OF 10:00 P.M. TO 5:00 A.M.

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 City is empowered, pursuant to section 252.46, Florida Statutes, to make such emergency orders as are necessary for emergency management purposes; 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 acknowledged and declared the outbreak of the novel coronavirus, COVID-19, to be an international, national, state, and local emergency; and

WHEREAS, on March 9, 2020, the Governor of the State of Florida issued Executive Order 20-52, which has been continuously extended by subsequent Executive Orders including most recently by issuance of Executive Order 21-45, authorizing local governments to execute their authority under the State Emergency Management Act; and

WHEREAS, since March 17, 2020, the City Council has taken careful and measured actions to balance the public health and safety while also monitoring the need to allow for recreational and commercial activity to safely continue; and

WHEREAS, the City is home to the world’s most beautiful beaches and serves as one of the nation’s premier tourist destinations to over 4 million visitors per year while also serving as the permanent home for approximately 13,000 residents; and

WHEREAS, throughout the COVID-19 pandemic, the City’s beautiful beaches have attracted even larger crowds than in previous years, in part due to more stringent restriction in place in other communities; and

WHEREAS, based upon that experience City has observed that the increase in the number of visitors has led to a corresponding increase in criminal activity, which in turn and combined with COVID-19's effects on the City's workforce is inordinately straining the City's resources; and

WHEREAS, the circumstances set forth in 2020 led to a large increase in "pop-up events" on the sandy gulf beach in a densely populated area near the City's eastern border wherein large groups of young people gather at night on the beach engaging in criminal activity, increasing risks of COVID transmission, and creating unrest; and

WHEREAS, the Council finds that the circumstances creating a danger in 2020 continue today and present a danger to public health, safety and welfare; and

WHEREAS, the City Council finds that a temporary closure of the sandy gulf beach in a specific geographic area, specifically while the City hosts a high volume of visitors, will substantially advance the national, state, and local interest of mitigating the current threats to public safety in the City and allow the City to better protect its visitors from crime and from increased transmission of COVID-19.

NOW, THEREFORE BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. DEFINITIONS. For purposes of this Order, the following terms shall have the meanings proscribed below:

- a. "Sandy Gulf Beach" means all loose or uncompacted sandy areas, including sand dunes and vegetated areas, lying between the waters of the Gulf of Mexico and the seaward boundary of the seaward boundary of the seaward most public vehicular right of way.
- b. "Beach access" means any public beach access points identified by the City Parks and Recreation Department, including associated boardwalks, walkways, and dedicated parking areas, and the area on the beach beginning at the entrance of the beach access point perpendicular with the applicable road right of way to the water's edge.

SECTION 2. CLOSING SANDY BEACH AND PUBLIC BEACH ACCESSES IN GEOGRAPHIC AREA. Beginning on April 1, 2021 and ending on April 13, 2021, the Sandy Gulf Beach and all beach accesses located in the geographic area depicted on the map attached hereto as Exhibit "A" are closed each

day from the hours of 10:00 p.m. through 5:00 a.m. and access shall be unlawful so long as this Order remains in effect in accordance with Section 7.

SECTION 3. PENALTIES. Each violation of this Order shall constitute a separate offense punishable by imposition of a fine, not to exceed five hundred dollars (\$500.00), or by imprisonment not to exceed (30) days, or both.

Violations may be enforced by the issuance of a non-criminal citation by a sworn police officer. A citation issued under this section may be contested in accordance with the Code Enforcement Hearing Officer System pursuant to chapter 25 of the City's Code of Ordinances.

SECTION 4. EFFECTIVE DATE. This Order shall take effect on April 1, 2020 and shall remain in effect until 12:00 a.m., April 13, 2021, unless such date is otherwise extended by further order of the City Council.

THIS ORDER 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



EXHIBIT A

REGULAR AGENDA

ITEM #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

March 11, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends approval of abandoning portions of utility easement for Panama Flats as the Developer has relocated the City's utilities and conveyed the City an easement memorializing the City's interests in the relocated easement and the City no longer has need or use for that easement.

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

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

360 PANAMA FLATS, LLC, former Grand Panama Development, intends to develop the property as an apartment homes and has petitioned City staff for the relocation of utilities in exchange for the abandonment of the existing easement where the apartment buildings will be constructed.

[Res 21-108.Vacating Utility Easement.Panama Flats.pdf](#)

[Res 21-108.Grand Panama Easement.pdf](#)

[21-108.Panama Flats Agenda Exhibits.pdf](#)

RESOLUTION NO. 21-108

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, VACATING, CLOSING AND ABANDONING PORTIONS OF UTILITY EASEMENTS WITHIN THE PANAMA FLATS DEVELOPMENT ADJACENT TO GRAND PANAMA BOULEVARD; VESTING THE FEE SIMPLE TITLE TO SAID ABANDONED PROPERTY IN PERSONS, FIRMS OR CORPORATIONS AS PROVIDED BY LAW.

WHEREAS, the City obtained a nonexclusive easements under, over and across certain property lying adjacent to Grand Panama Boulevard, recorded in Official Records Book 2942, Page 647, and Official Records Book 3226, Page 1437 for the general purposes of operating, accessing and maintaining its water, sewer and reuse utilities and related utility lines and equipment as part of the City's utility system within the Antigua development, and

WHEREAS, 360 PANAMA FLATS, LLC, apparent owner of the former Grand Panama Development within which the aforementioned easement is located, intends to develop the property as an apartment homes proposed to be sited over existing City utilities, and has petitioned City staff for the relocation of these utilities in exchange for the abandonment of the existing easement where the apartment buildings will be constructed; and

WHEREAS, the Developer has relocated the City's utilities and conveyed the City an easement memorializing the City's interests in the relocated easement area; and

WHEREAS, the City no longer has need or use for that easement indicated on the attached Exhibit A.

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

SECTION 1. It is hereby determined that the portions of the easement hereinafter described is no longer useful or needed for utility purposes, and it is in the public interest that said property be abandoned, vacated and released from any and every public right, use, title and interest, except as hereinafter provided. The following described property

Resolution 21-108

be, and the same is hereby abandoned and vacated, and said property be, and the same is hereby released and discharged of any and every public right, use, title and interest of the City of Panama City Beach, for utility and access purposes and that said property shall revert to the adjoining and abutting owners who have a reversionary interest, except and subject to any other easements of record, over, under and across the following described property, said property lying and being in Bay, County, Florida, and more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT A

SECTION 2. The fee simple title to the aforementioned land shall vest in the person, firm or corporation entitled thereto, in accordance with the law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____, 2021.

CITY OF PANAMA CITY BEACH

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Resolution 21-108

Exhibit A

Prepared by
Amy E. Myers, Esquire
Harrison Sale McCloy
16901 Panama City Beach Parkway, Suite 300
Panama City Beach, FL 32413
(850) 769-3434

VACATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that in consideration of reliance upon these presents, the City of Panama City Beach, Florida, a municipal corporation, does hereby abandon, release and vacate the following described utility and access easement lying within the boundaries of the 20 acre-parcel of land located at 201 Clarence Road, Panama City Beach, Florida, and identified by the Bay County Property Appraiser by Parcel No. 34864-020-000, which easement consists of approximately 3.4 acres was granted in a Utility Easement recorded in Official Records Book 3226, Page 1437, and Book 2942, Page 647, to wit:

See attached Exhibit A

It is hereby determined that the easement described above is no longer useful or needed for access purposes, and it is in the public interest that said property be abandoned, vacated and released from any and every public right, use, title and interest, except as hereinafter provided. The above-described property be, and the same is hereby released and discharged of any and every public right, use, title and interest of the City of Panama City Beach for access purposes and that said property shall revert to the adjoining and abutting owners who have a reversionary interest, except and subject to any other easements of record, over, under and across the above-described property.

This abandonment having been authorized by **Resolution 21-108** of the City of Panama City Beach adopted on March ____, 2021.

Resolution 21-108

IN WITNESS WHEREOF the City of Panama City Beach has caused this instrument to be executed on this _____ day of March, 2021.

CITY OF PANAMA CITY BEACH

Signed in the presence of:

Lynne Fasone, City Clerk

Al Shortt, Interim City Manager

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ___ day of March, 2021, by Al Shortt, Interim City Manager, and Lynne Fasone, City Clerk, of the City of Panama City Beach, Florida, a municipal corporation, who are personally known to me.

Signature of Notary Public

Resolution 21-108

Exhibit A

That portion of the easement labeled PHASE 1 (PARCEL A) located south of Utility Easement A to the southern property boundary of parcel 34783-010-000. The portion to be abandoned is highlighted in red on the attached SURVEY SKETCH 1.

Prepared By and Return to:
Melissa S. Turra, Esq.
HOLLAND & KNIGHT LLP
50 North Laura Street, Suite 3900
Jacksonville, FL 32202
(904) 353-2000

UTILITY EASEMENT
(CITY OF PANAMA CITY BEACH)

KNOW ALL MEN BY THESE PRESENTS that, Grantor, BNP INVESTMENT PROPERTIES, LLC, a Florida limited liability company, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantee, CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, the receipt whereof is hereby acknowledged, do hereby grant and convey to said Grantee, its successors and assigns, an easement in and the right to excavate for, install, bury, construct, maintain, repair, alter, access and operate its sanitary sewer, potable water, and reuse water utilities, as the same shall be located or relocated by said Grantee, together with the right to allow the attachment of and also the right to install, maintain and use such junctions, manholes, drains, and connectors as may be necessary or convenient in connection therewith, upon, under and across the following described land in Bay County, to wit:

Attached and incorporated Exhibit A.

TOGETHER with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the rights of ingress and egress to and from said easement.

PROVIDED always that in undertaking such excavation, installation, burial, construction, maintenance, repair, alteration or operation, the said Grantee, its successors and assigns, shall be obligated to restore the surface of said property to as good or better condition as immediately preceding such undertaking; and

PROVIDED that Grantors, their successors and assigns shall make no use of or improvement on the above-described land inconsistent with the easement granted herein, Grantors and Grantee agreeing that construction of an asphalt paved road or parking lot shall not be considered an inconsistent use.

TO HAVE AND TO HOLD the same to the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 26th day of June, 2007.

Signed, sealed and delivered in the presence of:

BNP INVESTMENT PROPERTIES, LLC,
a Florida limited liability company

By: **BNP RESORT MANAGEMENT, LLC**
a Florida limited liability company,
its Manager

[Signature]
Name: Chris A. Williams

By: [Signature]
Louis W. Breland
Its Manager

[Signature]
Name: Stacey Whit
Stacey Whitson

STATE OF AL.
COUNTY OF Madison

The foregoing instrument was acknowledged before me this 22nd day of June, 2007, by Louis W. Breland, the manager of BNP Resort Management, LLC, a Florida limited liability company, as manager of BNP Investment Properties, LLC, a Florida limited liability company, on behalf of the limited liability companies. He is personally known to me or has produced _____ as identification.

Name: Stacey W. Gooding
Notary Public State of AL.
Commission Number: N/A
My Commission expires: 3/15/09
(SEAL)



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, KENNETH D. WATSON, the EXECUTIVE VICE PRESIDENT of REGIONS BANKS, an Alabama banking corporation, as Administrative Agent for Lenders, having an office at 417 North 20th Street, Birmingham, Alabama 35203 the Mortgagee under that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing from BNP Investment properties, LLC, a Florida limited liability company, dated Mary 17, 2005, and recorded on May 24, 2005, in Official Records Book 2613, page 384, of the public records of Bay County, Florida, (the "Mortgage"), hereby consents to and joins in the recording of the Utility Easement to be recorded in the public records of Bay County, Florida, and subordinates the lien of the Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 22nd day of JUNE, 2007.

Signed and sealed in the presence of:

REGIONS BANKS, an Alabama banking corporation, as Administrative Agent for Lenders

Weston Hillman
Weston Hillman
[Print or Type Name]

By: Kenneth D. Watson
Name: KENNETH D. WATSON
Its: EXECUTIVE VICE PRESIDENT

Tara L. Gaffney
Tara L. Gaffney
[Print or Type Name]

STATE OF Alabama
COUNTY OF Madison

The foregoing instrument was acknowledged before me this 22 day of June, 2007, by Kenneth D. Watson, the Executive Vice President of REGIONS BANKS, an Alabama banking corporation, as Administrative Agent for Lenders, for and on behalf of said banking corporation and the Lenders. Such person is personally known to the undersigned or produced _____ as identification.

(Notary Seal must be affixed)

Diane L. Carrasquillo
(Signature of Notary)
Diane L. Carrasquillo
(Print Name of Notary Public)
Notary Public, State of Alabama
My Commission Expires: 2-22-2009
Commission No.: _____



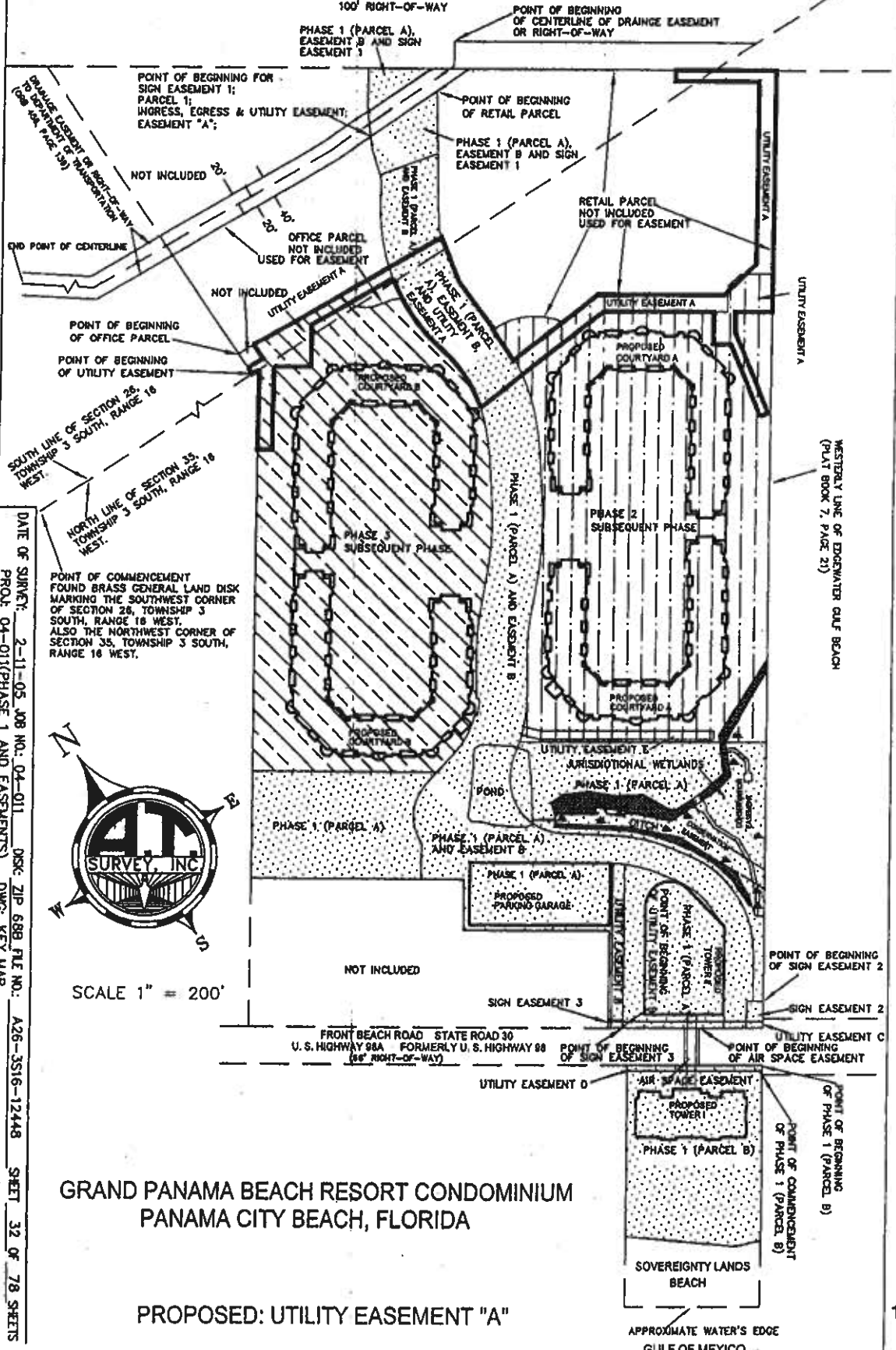
EXHIBIT A
EASEMENT PROPERTY

4608429_v3

A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405
 HUTCHISON BOULEVARD STATE ROAD 392-A
 FORMERLY MIDDLE BEACH ROAD



DATE OF SURVEY: 2-11-05 JOB NO: 04-011 DSK: ZIP 688 FILE NO: A26-3516-12448 SHEET 32 OF 78 SHEETS
 PROJ: 04-011 (PHASE 1 AND EASEMENTS) DWG: KEY MAP

POINT OF COMMENCEMENT
 FOUND BRASS GENERAL LAND DISK
 MARKING THE SOUTHWEST CORNER
 OF SECTION 26, TOWNSHIP 3
 SOUTH, RANGE 16 WEST,
 ALSO THE NORTHWEST CORNER OF
 SECTION 35, TOWNSHIP 3 SOUTH,
 RANGE 16 WEST.



SCALE 1" = 200'

GRAND PANAMA BEACH RESORT CONDOMINIUM
 PANAMA CITY BEACH, FLORIDA

PROPOSED: UTILITY EASEMENT "A"

PROPOSED UTILITY EASEMENT A:
 PART OF SECTIONS 26 AND 35, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89°45'18" EAST ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 1075.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'28" WEST, 13.33 FEET; THENCE NORTH 89°53'32" EAST, 30.60 FEET; THENCE NORTH 00°06'28" WEST, 29.96 FEET; THENCE NORTH 89°53'32" EAST, 6.35 FEET; THENCE SOUTH 86°39'42" EAST, 377.17 FEET; THENCE SOUTH 11°58'15" WEST, 84.32 FEET; THENCE SOUTH 02°42'43" EAST, 104.91 FEET; THENCE SOUTH 87°17'17" WEST, 2.36 FEET; THENCE SOUTH 00°16'11" EAST, 67.19 FEET; THENCE NORTH 84°32'56" EAST, 190.92 FEET; THENCE SOUTH 56°16'17" EAST, 225.57 FEET; THENCE NORTH 78°43'43" EAST, 78.17 FEET; THENCE NORTH 33°43'43" EAST, 323.11 FEET; THENCE NORTH 56°17'45" WEST, 149.25 FEET; THENCE NORTH 33°40'54" EAST, 20.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HUTCHISON BOULEVARD (STATE ROAD 392-A) (MIDDLE BEACH ROAD) (100 FOOT RIGHT-OF-WAY); THENCE SOUTH 56°17'45" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 179.26 FEET TO THE WESTERLY LINE OF EDGEWATER GULF BEACH AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 21 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 33°43'43" WEST ALONG SAID WESTERLY LINE, 428.40 FEET; THENCE NORTH 56°16'17" WEST, 65.48 FEET; THENCE SOUTH 33°43'43" WEST, 36.60 FEET; THENCE SOUTH 11°13'43" WEST, 158.03 FEET; THENCE NORTH 78°46'17" WEST, 15.00 FEET; THENCE NORTH 11°13'43" EAST, 139.50 FEET; THENCE NORTH 56°17'39" WEST, 31.52 FEET; THENCE NORTH 33°42'21" EAST, 59.47 FEET; THENCE NORTH 56°16'17" WEST, 196.38 FEET; THENCE SOUTH 84°32'56" WEST, 277.23 FEET TO A NON-TANGENT CURVE BEING CONCAVE TO THE WEST; THENCE NORTHERLY 124.83 FEET ALONG SAID CURVE HAVING A RADIUS OF 261.19 FEET (CHORD BEARING AND DISTANCE: NORTH 00°01'44" EAST, 123.64 FEET) TO THE POINT OF REVERSE CURVATURE; THENCE NORTHERLY 157.75 FEET ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 349.10 FEET (CHORD BEARING AND DISTANCE: NORTH 00°43'03" WEST, 156.41 FEET); THENCE ALONG A NON-TANGENT LINE NORTH 86°39'42" WEST, 167.17 FEET; THENCE SOUTH 33°42'21" WEST, 76.39 FEET; THENCE NORTH 56°17'39" WEST, 66.49 FEET; THENCE SOUTH 33°44'22" WEST, 146.27 FEET; THENCE NORTH 56°15'38" WEST, 25.00 FEET; THENCE NORTH 33°44'22" EAST, 140.63 FEET TO THE SOUTH LINE OF SAID SECTION 26; THENCE SOUTH 89°45'18" WEST ALONG SAID SECTION LINE, 14.73 FEET TO THE POINT OF BEGINNING.

GRAND PANAMA BEACH RESORT CONDOMINIUM
 PANAMA CITY BEACH, FLORIDA

DESCRIPTION OF UTILITY EASEMENT "A"

THIS SKETCH IS NOT A SURVEY

A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

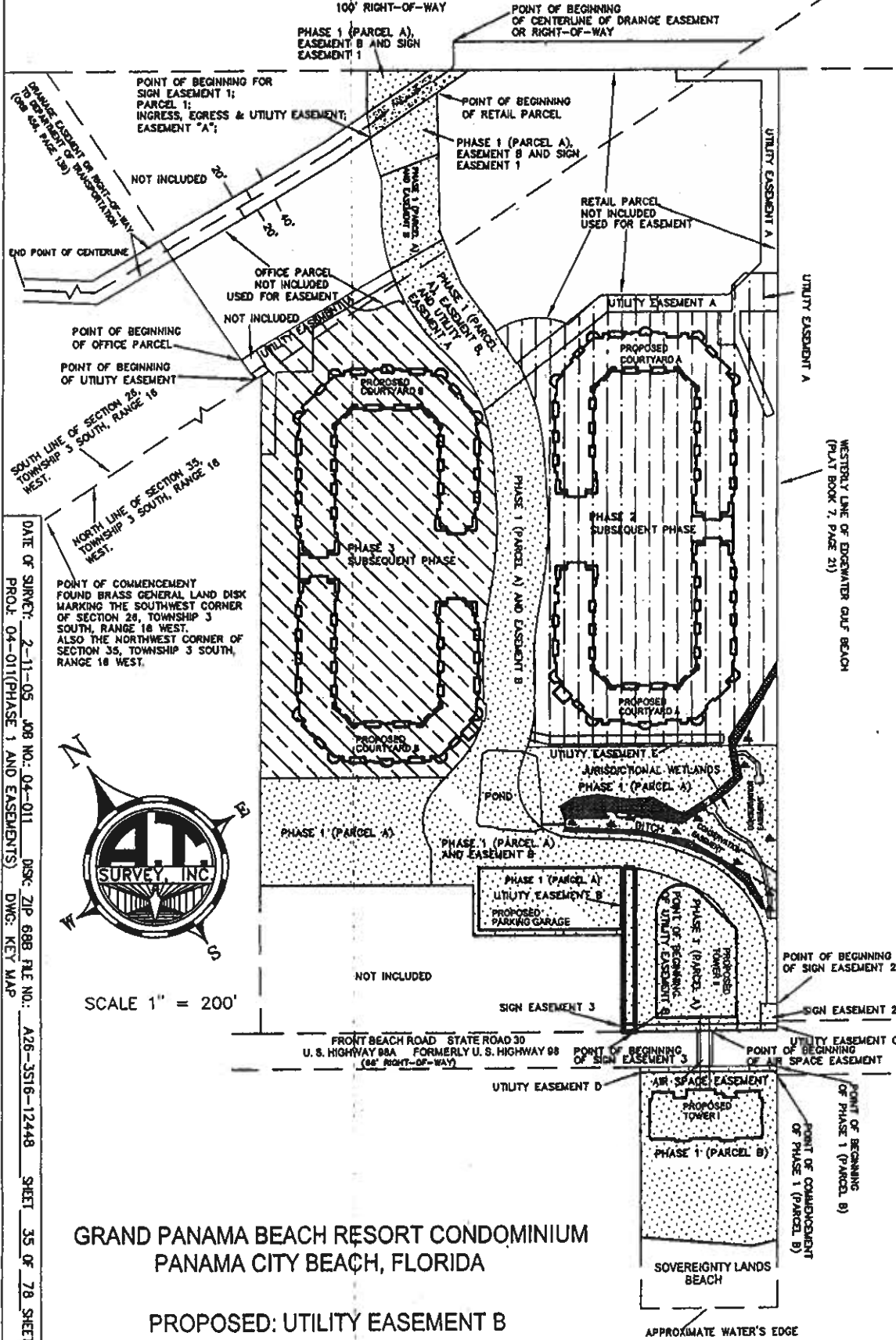
DATE OF SKETCH: 2-15-05 JOB NO.: 04-011 DISK: ZIP 68B FILE NO.: A26-3S16-12496 SHEET 3 OF 4 SHEETS
 PROJ: 04-011(LIFT STATION PARCEL), DWG: 04-011(LIFT STATION PARCEL)

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A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405
HUTCHISON BOULEVARD STATE ROAD 392-A
FORMERLY MIDDLE BEACH ROAD



DATE OF SURVEY: 2-11-05 JOB NO: 04-011 DISK ZIP 688 FILE NO: A26-3516-12448 SHEET 35 OF 78 SHEET
 PROJ: 04-011(PHASE 1 AND EASEMENTS) DWG: KEY MAP



SCALE 1" = 200'

GRAND PANAMA BEACH RESORT CONDOMINIUM
PANAMA CITY BEACH, FLORIDA

PROPOSED: UTILITY EASEMENT B

PROPOSED UTILITY EASEMENT B:
 A 20 FOOT WIDE UTILITY EASEMENT LYING IN SECTION 35, TOWNSHIP 3 SOUTH,
 RANGE 16 WEST DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE NORTH
 89°45'18" EAST ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF
 1075.40 FEET; THENCE NORTH 00°06'28" WEST, 256.13 FEET TO THE SOUTH
 LINE OF A 40-FOOT WIDE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE
 EASEMENT OR RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 456,
 PAGE 139 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH
 86°57'45" EAST ALONG THE SOUTH LINE OF SAID DRAINAGE EASEMENT OR
 RIGHT-OF-WAY 334.55; THENCE NORTH 88°32'40" EAST ALONG SAID SOUTH
 LINE 282.55 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HUTCHISON
 BOULEVARD (STATE ROAD 392-A) (MIDDLE BEACH ROAD) (100 FOOT
 RIGHT-OF-WAY); THENCE SOUTH 56°17'45" EAST ALONG SAID SOUTHERLY
 RIGHT-OF-WAY LINE 544.02 FEET TO THE WESTERLY LINE OF EDGEWATER GULF
 BEACH AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 21 OF THE
 PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 33°43'43" WEST
 ALONG SAID WESTERLY LINE, 1716.91 FEET TO THE NORTHERLY RIGHT-OF-WAY
 LINE OF FRONT BEACH ROAD (STATE ROAD 30) (U. S. HIGHWAY 98) (U. S.
 HIGHWAY 98-A) (66 FOOT RIGHT-OF-WAY); THENCE NORTH 56°17'38" WEST
 ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 249.52 FEET TO THE POINT OF
 BEGINNING; THENCE CONTINUE NORTH 56°17'38" WEST ALONG SAID NORTHERLY
 RIGHT-OF-WAY LINE, 20.00 FEET; THENCE NORTH 33°42'21" EAST, 297.29 FEET
 TO A NON-TANGENT CURVE BEING CONCAVE TO THE SOUTHWEST; THENCE
 SOUTHEASTERLY 20.11 FEET ALONG SAID CURVE HAVING A RADIUS OF 263.00
 FEET (CHORD BEARING AND DISTANCE: SOUTH 50°24'27" EAST, 20.11 FEET);
 THENCE SOUTH 33°42'21" WEST, 295.23 FEET TO THE POINT OF BEGINNING.

**GRAND PANAMA BEACH RESORT CONDOMINIUM
 PANAMA CITY BEACH, FLORIDA**

PROPOSED UTILITY EASEMENT B

A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

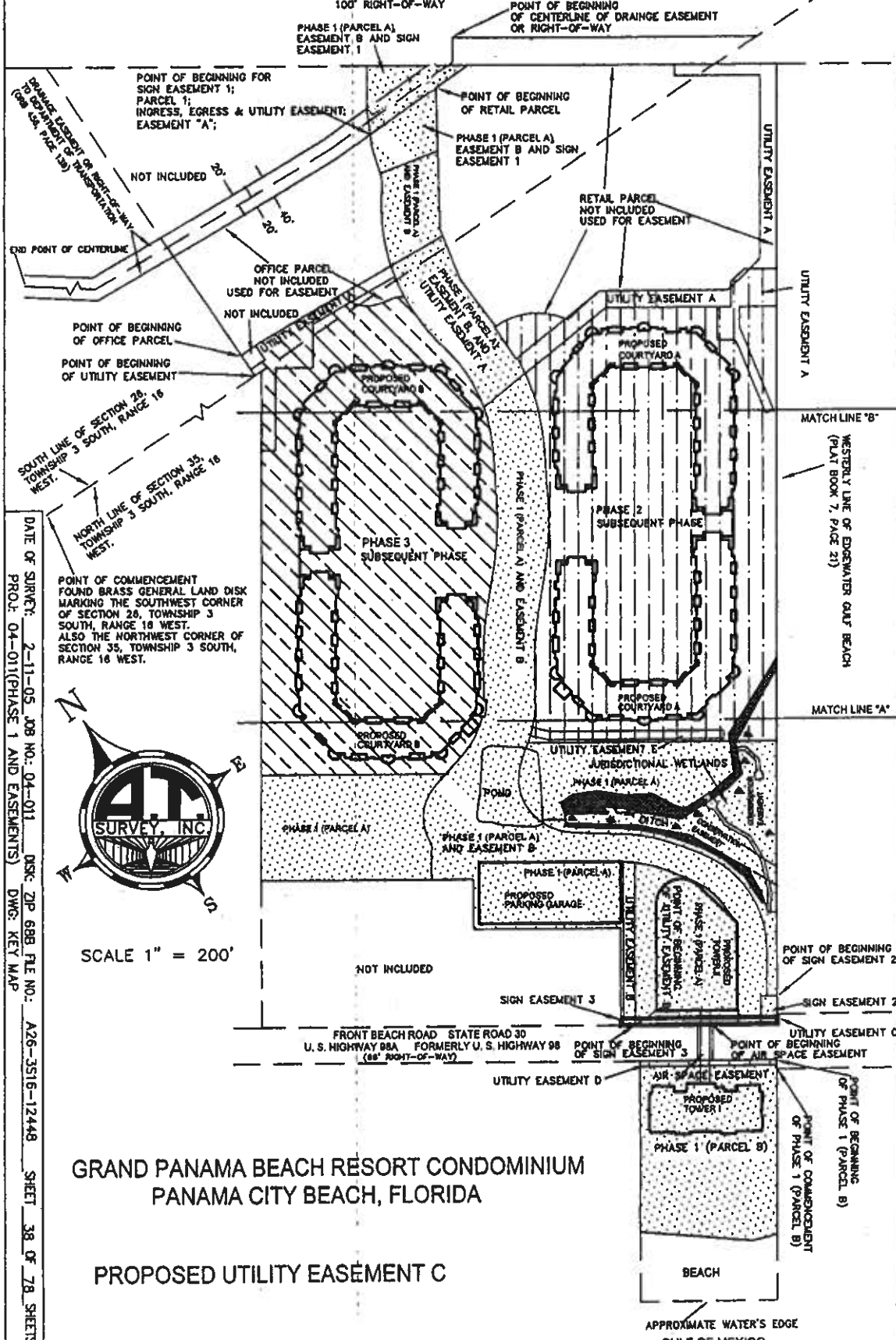
DATE OF SURVEY: 2-11-05 JOB NO.: 04-011 DISK: ZIP 688 FILE NO.: A26-3516-12448 SHEET 37 OF 78 SHEETS
 PROJ: PHASE 1 AND EASEMENTS, DWG: 04-011PH1

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A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405
 HUTCHISON BOULEVARD STATE ROAD 392-A
 FORMERLY MIDDLE BEACH ROAD
 100' RIGHT-OF-WAY



DATE OF SURVEY: 2-11-05 JOB NO.: 04-011 DISK ZIP 688 FILE NO.: A26-3516-12448 SHEET 38 OF 78 SHEET
 PROJ.: 04-011(PHASE 1 AND EASEMENTS) DWG: KEY MAP



SCALE 1" = 200'

GRAND PANAMA BEACH RESORT CONDOMINIUM
 PANAMA CITY BEACH, FLORIDA

PROPOSED UTILITY EASEMENT C

PROPOSED UTILITY EASEMENT C:

A 12 FOOT WIDE UTILITY EASEMENT LYING IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 WEST DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 89°45'18" EAST ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1075.40 FEET; THENCE NORTH 00°06'28" WEST, 256.13 FEET TO THE SOUTH LINE OF A 40-FOOT WIDE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT OR RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 456, PAGE 139 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 86°57'45" EAST ALONG THE SOUTH LINE OF SAID DRAINAGE EASEMENT OR RIGHT-OF-WAY 334.55; THENCE NORTH 88°32'40" EAST ALONG SAID SOUTH LINE 282.55 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HUTCHISON BOULEVARD (STATE ROAD 392-A) (MIDDLE BEACH ROAD) (100 FOOT RIGHT-OF-WAY); THENCE SOUTH 56°17'45" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 544.02 FEET TO THE WESTERLY LINE OF EDGEWATER GULF BEACH AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 21 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 33°43'43" WEST ALONG SAID WESTERLY LINE, 1704.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 33°43'43" WEST ALONG SAID WESTERLY LINE, 12.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF FRONT BEACH ROAD (STATE ROAD 30) (U. S. HIGHWAY 98) (U. S. HIGHWAY 98-A) (66 FOOT RIGHT-OF-WAY); THENCE NORTH 56°17'38" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 274.52 FEET; THENCE NORTH 33°42'22" EAST, 12.00 FEET; THENCE SOUTH 56°17'38" EAST PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE 274.52 FEET TO THE POINT OF BEGINNING.

GRAND PANAMA BEACH RESORT CONDOMINIUM
 PANAMA CITY BEACH, FLORIDA

PROPOSED UTILITY EASEMENT C

A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

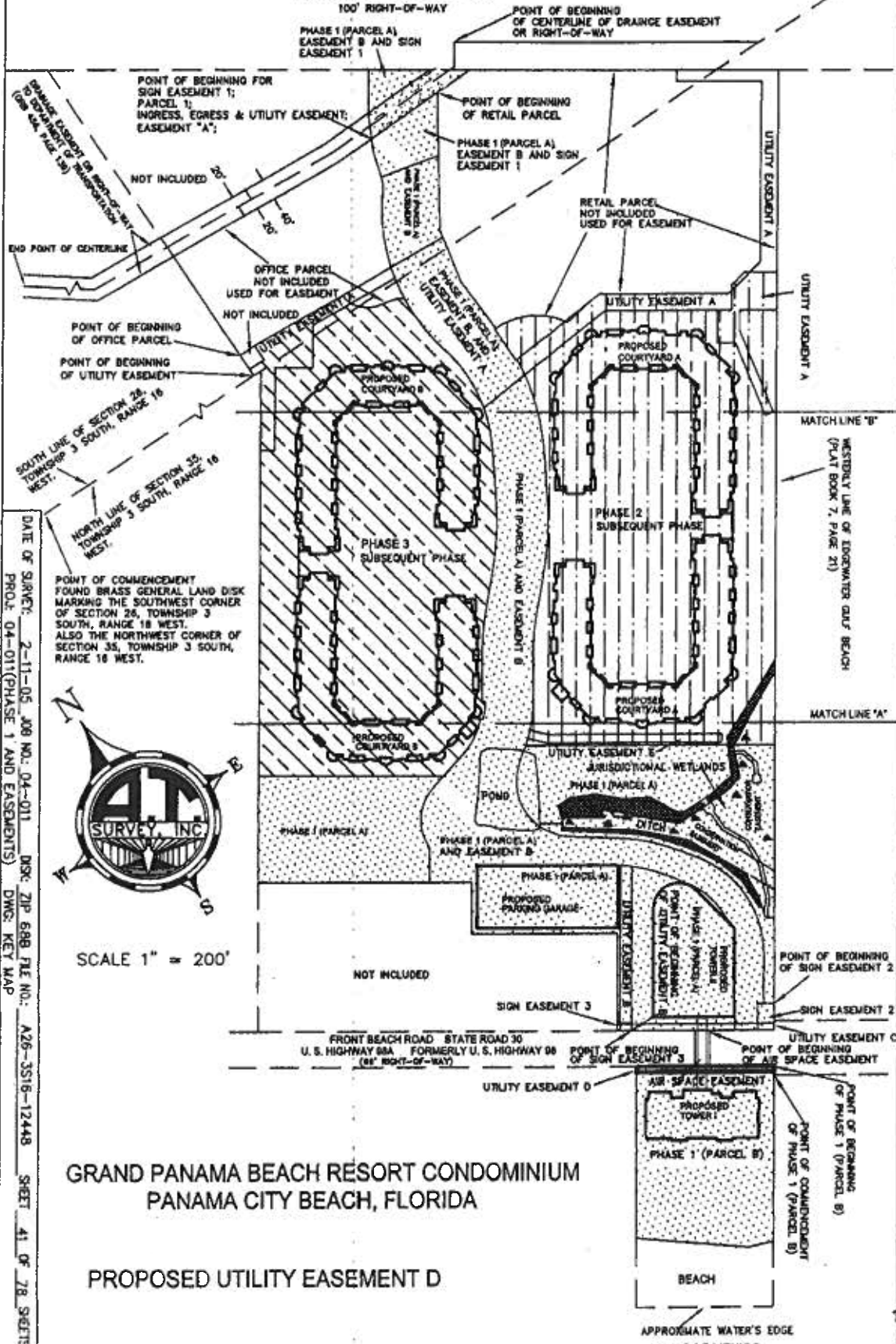
DATE OF SURVEY: 2-11-05 JOB NO.: 04-011 DISK: ZIP 68B FILE NO.: A26-3516-12448 SHEET 40 OF 78 SHEETS
 PROJ: PHASE 1 AND EASEMENTS, DWG: 04-011PH1

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A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405
 HUTCHISON BOULEVARD STATE ROAD 392-A
 FORMERLY MIDDLE BEACH ROAD



DATE OF SURVEY: 2-11-05 JOB NO.: 04-011 DISK ZIP 688 FILE NO.: A26-3516-12448 SHEET 41 OF 78 SHEETS
 PROJ. 04-011 (PHASE 1 AND EASEMENTS) DWG. KEY MAP



SCALE 1" = 200'

GRAND PANAMA BEACH RESORT CONDOMINIUM
 PANAMA CITY BEACH, FLORIDA

PROPOSED UTILITY EASEMENT D

PROPOSED UTILITY EASEMENT D:

A 10 FOOT WIDE UTILITY EASEMENT LYING IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 WEST DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT K OF THE FIRST ADDITION TO GULF SHORES ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 3, PAGE 9, PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTH 33°43'43" EAST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT K, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 56°17'38" WEST, 240.00 FEET; THENCE NORTH 33°45'18" EAST, 10.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FRONT BEACH ROAD (STATE ROAD 30) (U. S. HIGHWAY 98) (U. S. HIGHWAY 98-A) (66 FOOT RIGHT-OF-WAY); THENCE SOUTH 56°17'38" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 240.00 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF FRONT BEACH ROAD (66 FOOT RIGHT-OF-WAY) AND THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT K; THENCE SOUTH 33°43'43" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

GRAND PANAMA BEACH RESORT CONDOMINIUM
PANAMA CITY BEACH, FLORIDA

PROPOSED UTILITY EASEMENT D

A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

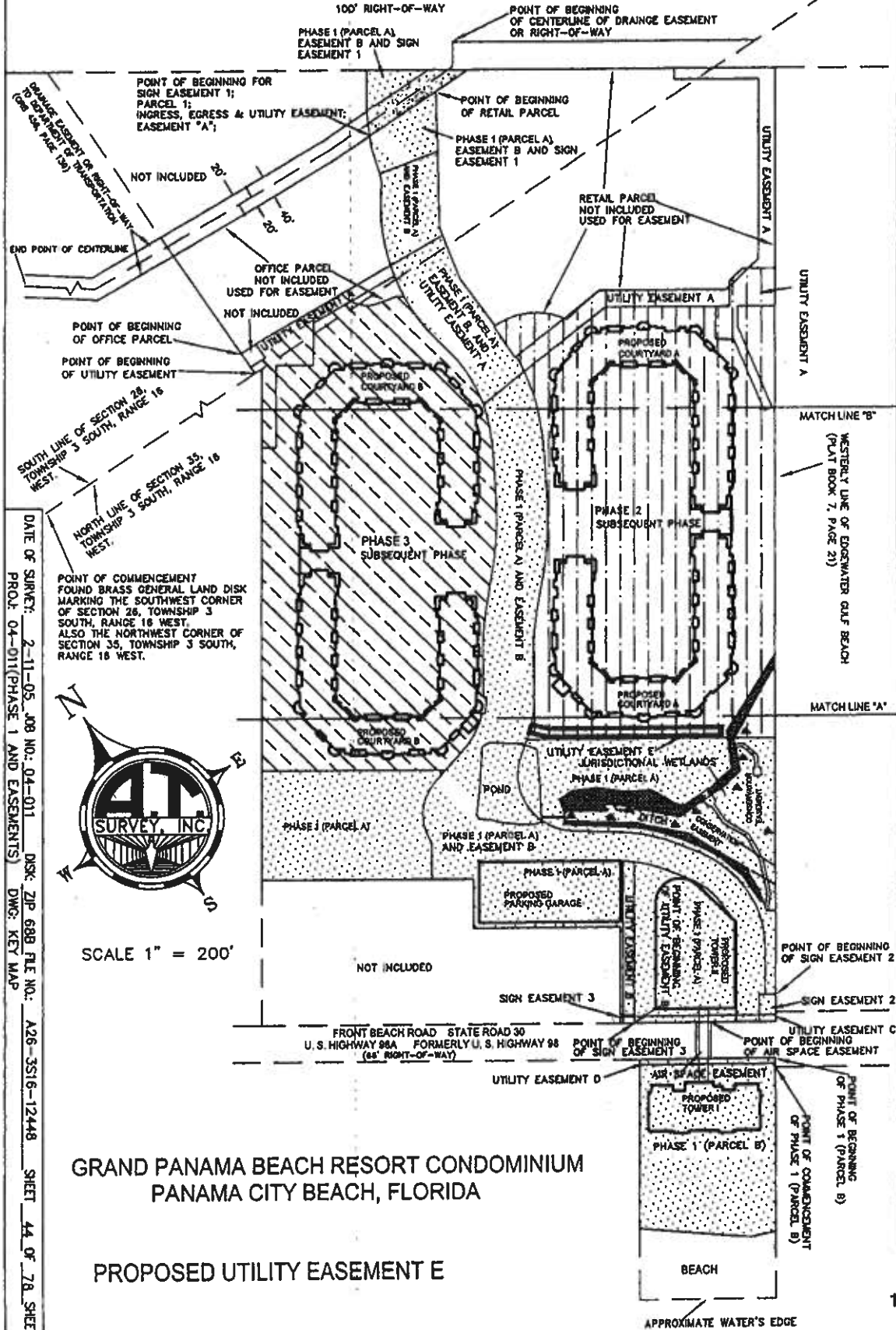
(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

DATE OF SURVEY: 2-11-05 JOB NO.: 04-011 DISK: ZIP 68B FILE NO.: A26-3S16-12448 SHEET 43 OF 78 SHEETS
PROJ: PHASE 1 AND EASEMENTS, DWG: 04-011PH1 © 2004 A. T. SURVEY, INC.

A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405
 HUTCHISON BOULEVARD STATE ROAD 392-A
 FORMERLY MIDDLE BEACH ROAD



DATE OF SURVEY: 2-11-05 JOB NO: 04-011 DISK: ZIP 688 FILE NO: A26-3316-12448 SHEET 44 OF 78 SHEET
 PROJ: 04-011(PHASE 1 AND EASEMENTS) DWG: KEY MAP

POINT OF COMMENCEMENT
 FOUND BRASS GENERAL LAND DISK
 MARKING THE SOUTHWEST CORNER
 OF SECTION 26, TOWNSHIP 3
 SOUTH, RANGE 16 WEST.
 ALSO THE NORTHWEST CORNER OF
 SECTION 35, TOWNSHIP 3 SOUTH,
 RANGE 16 WEST.



SCALE 1" = 200'

GRAND PANAMA BEACH RESORT CONDOMINIUM
 PANAMA CITY BEACH, FLORIDA

PROPOSED UTILITY EASEMENT E

PROPOSED UTILITY EASEMENT "E":

A 15 FOOT WIDE UTILITY EASEMENT LYING IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 89°45'18" EAST ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1075.40 FEET; THENCE NORTH 00°06'28" WEST, 256.13 FEET TO THE SOUTH LINE OF A 40-FOOT WIDE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT OR RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 456, PAGE 139 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 86°57'45" EAST ALONG THE SOUTH LINE OF SAID DRAINAGE EASEMENT OR RIGHT-OF-WAY 334.55; THENCE NORTH 88°32'40" EAST ALONG SAID SOUTH LINE 282.55 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HUTCHISON BOULEVARD (STATE ROAD 392-A) (MIDDLE BEACH ROAD) (100 FOOT RIGHT-OF-WAY); THENCE SOUTH 56°17'45" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 544.02 FEET TO THE WESTERLY LINE OF EDGEWATER GULF BEACH AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 21 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 33°43'43" WEST ALONG SAID WESTERLY LINE, 1182.42 FEET; THENCE NORTH 56°17'39" WEST, 92.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33°42'21" WEST, 15.00 FEET; THENCE NORTH 56°17'39" WEST, 309.35 FEET; THENCE NORTH 42°43'27" WEST, 32.49 FEET TO A NON-TANGENT CURVE; THENCE NORTHEASTERLY 15.00 FEET ALONG SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 232.00 FEET (CHORD BEARING AND DISTANCE: NORTH 47°40'10" EAST, 15.00 FEET); THENCE ALONG A NON-TANGENT LINE SOUTH 42°43'27" EAST, 30.60 FEET; THENCE SOUTH 56°17'39" EAST, 307.57 FEET TO THE POINT OF BEGINNING.

**GRAND PANAMA BEACH RESORT CONDOMINIUM
 PANAMA CITY BEACH, FLORIDA
 PROPOSED UTILITY EASEMENT "E"**

A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

DATE OF SURVEY: 2-11-05 JOB NO.: 04-011 DISK: ZIP 688 FILE NO.: A26-3S16-12448 SHEET 47 OF 78 SHEETS 110
 PROJ: PHASE 1 AND EASEMENTS, DWG: 04-011PH1 © 2004 A. T. SURVEY, INC.

A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405 100' RIGHT-OF-WAY

HUTCHISON BOULEVARD STATE ROAD 392-A
FORMERLY MIDDLE BEACH ROAD

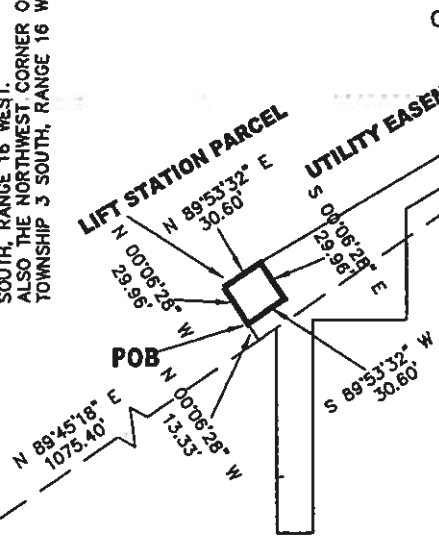
DATE OF SKETCH: 2-15-05 JOB NO.: 04-011 DISK ZIP 688 FILE NO.: A26-3S16-12496 SHEET 2 OF 4 SHEETS
PROJ: 04-011(LIFT STATION PARCEL), DWG: 04-011(LIFT STATION PARCEL) © 2004 A. T. SURVEY, INC.

THIS SKETCH IS NOT A SURVEY



SCALE 1" = 100'

POINT OF COMMENCEMENT
FOUND BRASS GENERAL LAND DISK MARKING THE
SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 3
SOUTH, RANGE 16 WEST.
ALSO THE NORTHWEST CORNER OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 16 WEST.



OFFICE PARCEL

UTILITY EASEMENT A

UTILITY EASEMENT A

PHASE 3

SOUTHERLY RIGHT-OF-WAY LINE
SOUTH LINE OF SECTION 26, TOWNSHIP 3
SOUTH, RANGE 16 WEST.
NORTH LINE OF SECTION 35, TOWNSHIP 3
SOUTH, RANGE 16 WEST.

RETAIL PARCEL

UTILITY EASEMENT A

PHASE 2

UTILITY EASEMENT A

WESTERLY LINE OF EDGEWATER GULF BEACH
(PLAT BOOK 7, PAGE 21)

PROPOSED LIFT STATION PARCEL
GRAND PANAMA BEACH RESORT CONDOMINIUM
PANAMA CITY BEACH, FLORIDA

EXISTING IMPROVEMENTS NOT SHOWN
PER CLIENT'S REQUEST

PROPOSED LIFT STATION PARCEL:
PART OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY,
FLORIDA DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH
89°45'18" EAST ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF
1075.40 FEET; THENCE NORTH 00°06'28" WEST, 13.33 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUE NORTH 00°06'28" WEST, 29.96 FEET; THENCE
NORTH 89°53'32" EAST, 30.60 FEET; THENCE SOUTH 00°06'28" EAST, 29.96
FEET; THENCE SOUTH 89°53'32" WEST, 30.60 FEET TO THE POINT OF
BEGINNING.

GRAND PANAMA BEACH RESORT CONDOMINIUM
PANAMA CITY BEACH, FLORIDA

DESCRIPTION OF LIFT STATION PARCEL

THIS SKETCH IS NOT A SURVEY

A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

DATE OF SKETCH: 2-15-05 PROJECT: 04-011(LIFT STATION PARCEL), DWG: 04-011(LIFT STATION PARCEL)
JOB NO.: 04-011 DISK: ZIP 68B FILE NO: A26-3S16-12496 SHEET 4 OF 4 SHEETS
ELEVATION REFERENCE: BEARING OF THE NORTHERLY RIGHT-OF-WAY LINE OF FRONT BEACH ROAD (S 56°17'38" E)
FOR: BNP INVESTMENT PROPERTY LLC


Alfonso Iuzinkiewicz, PSM
Professional Surveyor and Mapper
LS 2433

SURVEY SKETCH 1

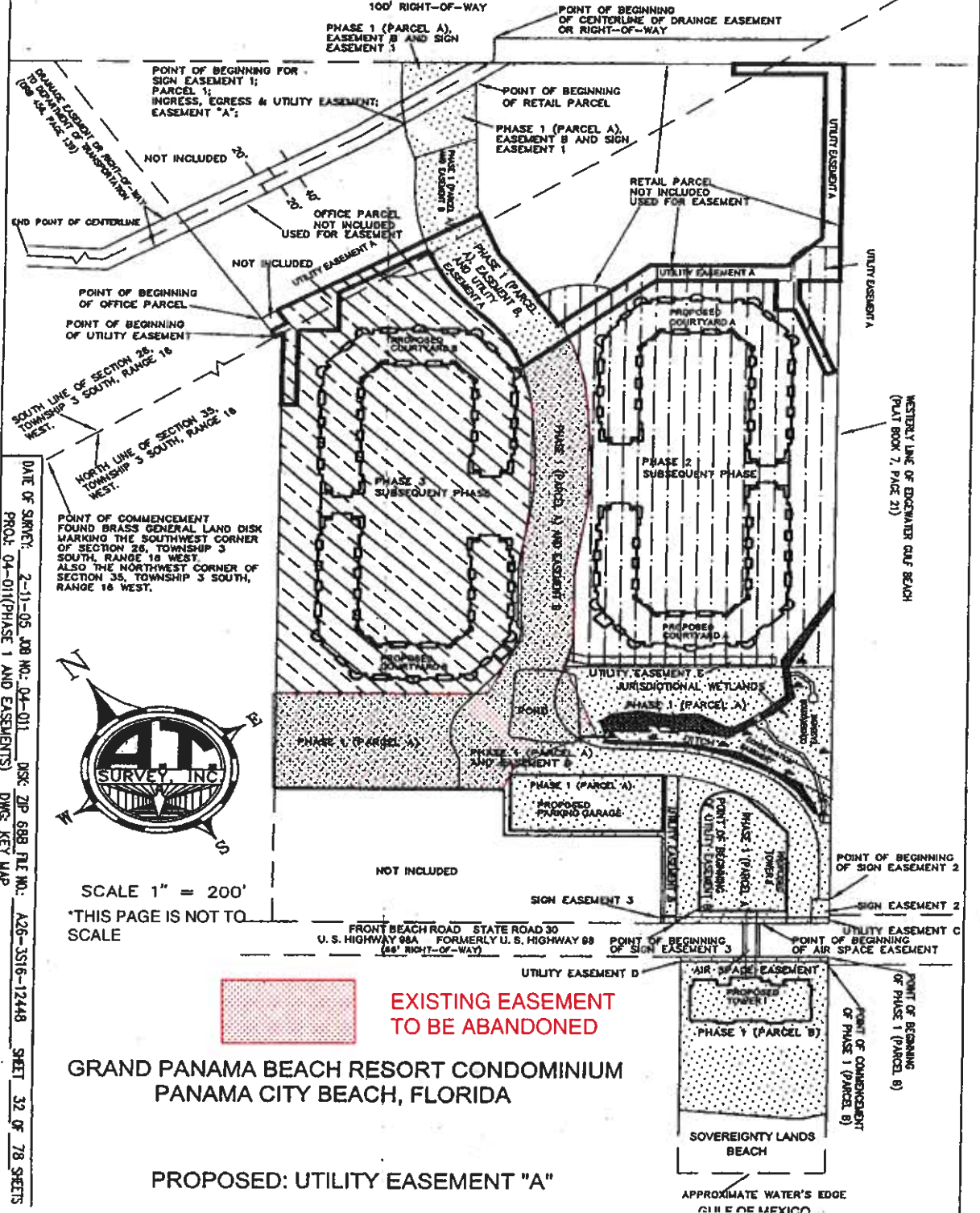
EXISTING EASEMENT AS RECORDED

OR BK 2942 PG 651

EXHIBIT A EASEMENT PROPERTY

A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682
(850) 763-6471 * FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405
HUTCHISON BOULEVARD STATE ROAD 392-A
FORMERLY MIDDLE BEACH ROAD
100' RIGHT-OF-WAY



DATE OF SURVEY: 2-11-05 JOB NO: 04-011 DSK ZIP 688 FILE NO: A26-3516-12448 SHEET 32 OF 78 SHEETS
PROJ: 04-011(PHASE 1 AND EASEMENTS) DWG: KEY MAP

POINT OF COMMENCEMENT
FOUND BRASS GENERAL LAND DISK
MARKING THE SOUTHWEST CORNER
OF SECTION 26, TOWNSHIP 3
SOUTH, RANGE 16 WEST
ALSO THE NORTHWEST CORNER
OF SECTION 35, TOWNSHIP 3
SOUTH, RANGE 16 WEST.



SCALE 1" = 200'
*THIS PAGE IS NOT TO SCALE



**EXISTING EASEMENT
TO BE ABANDONED**

**GRAND PANAMA BEACH RESORT CONDOMINIUM
PANAMA CITY BEACH, FLORIDA**

PROPOSED: UTILITY EASEMENT "A"

REGULAR AGENDA

ITEM #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Holly White, Administration

2. MEETING DATE:

March 11, 2021

3. REQUESTED MOTION/ACTION:

Staff requests Council approval to purchase 185 portable radios and related accessories, 151 mobile radios and 4 dispatch consoles for fire rescue, police, public works, public utilities and code enforcement. The radios and consoles are required for compatibility with the new county wide 800 MHz system.

4. AGENDA:

REGULAR AGENDA

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

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Financial Health

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

All municipalities and agencies in Bay County operate off the County's 800 MHz system for dispatch and radio communications. The current county wide system has reached the end of its useful life primarily due to antiquated technology. In 2015, Bay County sent out an RFP for a new county wide system and awarded a contract to Williams Communications in January of 2016. The various municipalities and agencies within Bay County are a party to the contract awarded to Williams Communications and the costs to purchase and operate the system are shared based upon each respective agencies' radios relative to the total radios on the system.

The attached spreadsheets show the number of radios for each department along with the related cost detail. A summary of the costs by department follows:

Fire rescue	\$ 202,071.48
Police	\$ 725,139.39
Public works	\$ 52,639.50
Public utilities	\$ 193,428.40
Code enforcement	\$ 7,958.35
 Total	 \$1,181,237.12

The cost includes removal of old equipment, installation of new equipment and any necessary training on the use of the new equipment.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

Although the cost detailed above was not included in the fiscal year 2021 budget due to uncertainty as to both amount and timing, staff has been planning for this transition for a number of years. The bulk of the cost is borne by the General Fund (fire rescue, police, public works and code enforcement) and the funds have been previously set aside in a capital expenditures reserve. Sufficient capital expenditure reserves are available to fund the General Fund's radio costs. Additionally, an amount in excess of \$800,000 remains in the capital expenditure reserves for the radio project and will be used to pay a significant portion of the City's share of the system infrastructure costs. The other City funds which bear a share of the costs have sufficient reserves available to fund their respective costs. Additionally, a portion of the cost, which is associated with growth, is being funded with impact fees to the extent allowable. A detailed budget amendment (#35) is attached for adoption. The budget amendment reflects costs which have been rounded up to the nearest \$1,000 and totals \$1,186,000.

Staff recommends approval of the purchase and related budget amendment.

[Res 21-110.800 MHz Radio.pdf](#)

[2021 BA #35 - 800 mhz.pdf](#)

[800 MHz system radio cost detail by department.pdf](#)

RESOLUTION 21-110

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF THE 800 MHZ RADIO SYSTEM FOR FIVE CITY DEPARTMENTS FROM WILLIAMS COMMUNICATIONS IN THE TOTAL AMOUNT OF \$1,181,237.12, 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 execute and deliver on behalf of the City that certain Agreement between the City and Williams Communications relating to the purchase of the 800 MHz Radio System for the Fire, Police, Public Works, Utilities, and Code Enforcement Departments in the total amount of One Million, One Hundred Eighty One Thousand, Two Hundred Thirty Seven Dollars and Twelve Cents (\$1,181,237.12), 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.
2. The following budget amendment #35 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 March, 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 #35

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.60-10	Capital Outlay < \$5,000	196,900.00	564,000.00	760,900.00
TO	001-2101-521.64-20	Machinery and Equipment	371,806.00	162,000.00	533,806.00
TO	001-2201-522.60-10	Capital Outlay < \$ 5,000	114,700.00	203,000.00	317,700.00
TO	001-2400-524.60-10	Capital Outlay < \$5,000	9,100.00	8,000.00	17,100.00
TO	001-4100-541.60-10	Capital Outlay < \$5,000	15,060.00	34,000.00	49,060.00
FROM	001-8100-999.95-00	Reserves Restricted	3,900,605.00	(157,930.00)	3,742,675.00
FROM	001-8100-999.94-00	Reserves Capital Expenditures	7,200,000.00	(813,070.00)	6,386,930.00
	CRA				
TO	160-5901-559.60-10	Capital Outlay < \$5,000	31,080.00	4,000.00	35,080.00
FROM	160-5901-559.95-00	Reserves Restricted	43,290,244.00	(4,000.00)	43,286,244.00
	STORMWATER				
TO	180-3800-538.60-10	Capital Outlay < \$ 5,000	10,100.00	16,000.00	26,100.00
FROM	180-8100-999.95-00	Reserves Restricted	253,287.00	(16,000.00)	237,287.00
	UTILITY				
TO	401-3300-533.60-10	Capital Outlay < \$ 5,000	55,400.00	88,000.00	143,400.00
TO	401-3500-535.60-10	Capital Outlay < \$ 5,000	64,400.00	107,000.00	171,400.00
FROM	401-8100-999.95-00	Reserves Restricted	20,782,797.00	(33,150.00)	20,749,647.00
FROM	401-8100-999.96-00	Reserves Available for Expenditures	37,551,518.00	(161,850.00)	37,389,668.00
		Check Adjustment Totals:	113,846,997.00	0.00	113,846,997.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from capital expenditure reserves, restricted reserves, and unrestricted reserves for the purchase of radios and consoles for the new 800 MHz system

ROUTING FOR APPROVAL

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

Panama City Beach Fire Rescue
XL-185 Portable Radio

Item #	Part #	Description	QTY	Customer \$	Ext. Price
10	XS-PPS1M	PORTABLE,XL-185P 7/800MHZ, PKP,BLK,US	57	1455.5	82,935.00
20	XS-FW2X	OPERATION,LOAD NIFOG PERSONALITY	57	0.01	0.57
30	XS-PL4F	FEATURE,P25 PHASE 2 TDMA	57	177.5	10,117.50
40	XS-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	57	0.01	0.57
50	XS-PL4U	FEATURE,SINGLE-KEY DES ENCRYPTION	57	0.01	0.57
60	XS-PKGPT	FEATURE PACKAGE,P25 TRUNKING	57	1065	60,705.00
70	XS-PL4L	FEATURE, SINGLE BAND 7/800	57	0.01	0.57
80	XS-PA3V	BATTERY,LI-ION,3100 MAH	120	106.5	12,780.00
90	XS-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	60	28.4	1704
100	XL-AE1X	SPKR MIC,PREM,FIRE,NC,HI-VIS-YELLOW	50	472.5	23,625.00
110	XS-HC3L	BELT CLIP, METAL	20	21.3	426
120	XS-CH4X	CHARGER,1-BAY,XL-185P	81	120.7	9,776.70

Total:	202,071.48
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all 57 are for Fire (\$ for BEACH)

BEACH POLICE

XL-200 Portable Radios

Item #	Part #	Description	Qty	Customer \$	Ext. Price
260	XL-PPM1M	PORTABLE,XL-200P,PARTIAL,MIDNT BLK,US	85	1,917.00	162,945.00
270	XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	85	0.01	0.85
280	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	85	177.5	15,087.50
290	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	85	0.01	0.85
300	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	85	0.01	0.85
310	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	85	1,065.00	90,525.00
320	XL-PL4L	FEATURE,SINGLE BAND 7/800	85	0.01	0.85
330	XL-PA3V	BATTERY,LI-ION,3100 MAH	170	106.5	18,105.00
340	XL-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	85	28.4	2,414.00
350	XL-AE9N	SPEAKER MICROPHONE (standard)	85	138.45	11,768.25
360	XL-HC3L	Belt Clip , Metal	85	21.3	1,810.50
370	XL-CH4X	CHARGER,1-BAY	85	120.7	10,259.50

Total:	312,918.15
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XG-25 Mobile Vehicle Radios

Item #	Part #	Description	Qty	Customer \$	Ext. Price
750	DM-M78B	MOBILE,XG-25M,700/800 MHZ,35W	86	1,533.00	131,838.00
760	DM-PL7Z	Feature,512 Systems/Groups	86	0.01	0.86
770	DM-PL4F	Feature, P25 Phase 2, TDMA	86	182.5	15,695.00
780	DM-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	86	0.01	0.86
790	DM-PL4U	Feature, Single-Key DES Encryption	86	0.01	0.86
800	DM-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	86	888	76,368.00
810	DM-ZN9X	Kit,Accessories,XG-25M	86	144.3	12,409.80
820	DM-MC9R	Microphone,Standard,XG-25M	86	59.09	5,081.74
830	AN-225001-004	Antenna,Element,700/800 2dB Low Profile	86	44.4	3,818.40
840	AN-125001-002	Antenna,Base,Standard Roof Mnt Low Loss	86	59.2	5,091.20

Total:	250,304.72
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Consoles

Item #	Part #	Description	Qty	Customer \$	Ext. Price
		XG-75 CS7000 Dispatch Control Station	4	5,730.05	22,920.20
		Symphony Console	4	34,749.08	138,996.32

Total:	161,916.52
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Grand Total:	725,139.39
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PUBLIC WORKS

XG-15 Portable Radios

Part #	Description	Qty	Customer \$	Ext. Price
XR-PF78B-T-PH2	PORTABLE PKG,XG-15P,768-861MHZ,P25T,TDMA	6	1,310.35	7,862.10
pkg	Feature,512 Systems/Groups	6	included	0
pkg	Feature,P25 Phase 2, TDMA	6	included	0
pkg	FEATURE PACKAGE,P25 TRUNKING	6	included	0
pkg	Battery,Li-Polymer,3600mAH, Charger	6	included	0
pkg	ANTENNA,DBR,FLEX,END-FED,HI GAIN,NON IS	6	included	0
XR-NHC9U	Nylon Case-Black-Belt Loop & Swivel	6	33.3	199.8
XR-PA3R	BATTERY, LI-ION, 2400 MAH	12	76.65	919.8

Total:	8,981.70
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XG-25 Mobile Vehicle Radios

Item #	Part #	Description	Qty	Customer \$	Ext. Price
750	DM-M78B	MOBILE,XG-25M,700/800 MHZ,35W	15	1,533.00	22,995.00
760	DM-PL7Z	Feature,512 Systems/Groups	15	0.01	0.15
770	DM-PL4F	Feature, P25 Phase 2, TDMA	15	182.5	2,737.50
780	DM-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	15	0.01	0.15
790	DM-PL4U	Feature, Single-Key DES Encryption	15	0.01	0.15
800	DM-P2SED	FEATURE PACKAGE,P25 TRUNKING & EDACS	15	888	13,320.00
810	DM-ZN9X	Kit,Accessories,XG-25M	15	144.3	2,164.50
820	DM-MC9R	Microphone,Standard,XG-25M	15	59.09	886.35
830	AN-225001-004	Antenna,Element,700/800 2dB Low Profile	15	44.4	666
840	AN-125001-002	Antenna,Base,Standard Roof Mnt Low Loss	15	59.2	888

Total:	43,657.80
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Grand Total:	52,639.50
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PUBLIC UTILITIES

XG-15 Portable Radios

Part #	Description	Qty	Customer \$	Ext. Price
XR-PF78B-T-PH2	PORTABLE PKG,XG-15P,768-861MHZ,P25T,TDMA	32	1,310.35	41,931.20
pkg	Feature,512 Systems/Groups	32	included	0
pkg	Feature,P25 Phase 2, TDMA	32	included	0
pkg	FEATURE PACKAGE,P25 TRUNKING	32	included	0
pkg	Battery,Li-Polymer,3600mAH, Charger	32	included	0
pkg	ANTENNA,DBR,FLEX,END-FED,HI GAIN,NON IS	32	included	0
XR-NHC9U	Nylon Case-Black-Belt Loop & Swivel	32	33.3	1,065.60
XR-PA3R	BATTERY, LI-ION, 2400 MAH	64	76.65	4,905.60

Total:	47,902.40
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XG-25 Mobile Vehicle Radios

Item #	Part #	Description	Qty	Customer \$	Ext. Price
750	DM-M78B	MOBILE,XG-25M,700/800 MHZ,35W	50	1,533.00	76,650.00
760	DM-PL7Z	Feature,512 Systems/Groups	50	0.01	0.5
770	DM-PL4F	Feature, P25 Phase 2, TDMA	50	182.5	9,125.00
780	DM-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	50	0.01	0.5
790	DM-PL4U	Feature, Single-Key DES Encryption	50	0.01	0.5
800	DM-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	50	888	44,400.00
810	DM-ZN9X	Kit,Accessories,XG-25M	50	144.3	7,215.00
820	DM-MC9R	Microphone,Standard,XG-25M	50	59.09	2,954.50
830	AN-225001-004	Antenna,Element,700/800 2dB Low ProFile	50	44.4	2,220.00
840	AN-125001-002	Antenna,Base,Standard Roof Mnt Low Loss	50	59.2	2,960.00

Total:	145,526.00
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Grand Total:	193,428.40
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CODE ENFORCEMENT

XG-15 Portable Radios

Part #	Description	Qty	Customer \$	Ext. Price
XR-PF78B-T-PH2	PORTABLE PKG,XG-15P,768-861MHZ,P25T,TDMA	5	1,310.35	6551.75
pkg	Feature,512 Systems/Groups	5	included	0
pkg	Feature,P25 Phase 2, TDMA	5	included	0
pkg	FEATURE PACKAGE,P25 TRUNKING	5	included	0
pkg	Battery,Li-Polymer,3600mAH, Charger	5	included	0
pkg	ANTENNA,DBR,FLEX,END-FED,HI GAIN,NON IS	5	included	0
XR-NHC9U	Nylon Case-Black-Belt Loop & Swivel	5	33.3	166.5
XR-PA3R	BATTERY, LI-ION, 2400 MAH	10	76.65	766.5
XR-AE6A	SPEAKER MIC,COILED	4	118.4	473.6

Total:	7,958.35
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REGULAR AGENDA

ITEM #5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Lynne Fasone, Fire

2. MEETING DATE:
March 11, 2021

3. REQUESTED MOTION/ACTION:

Approval of Mutual Aid Agreements with PCFD, Northwest Florida Beaches International Airport and Panama City Beach Fire Rescue.

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
Quality of Life

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

Staff is asking for approval of Mutual Aid Agreements for Fire Protection and Emergency Services with the City of Panama City, FL and the Northwest Florida Beaches International Airport. Staff is asking to update the existing agreement with Northwest Florida Beaches International Airport from the original agreement date signed in 2010 without additions or changes.

Staff is seeking approval for a new mutual aid agreement to be established with the City of Panama City, FL. This would be the first agreement between our cities and would increase public safety in numerous ways. Panama City Fire Department offers the next two closest fully staffed aerial ladder apparatus, an Urban Search and Rescue Team capable of high angle rescues, a Dive Team and the capacity to combat marine fires with the Department's fire boat.

Staff believes having the capability to request these types of resources with minimal delay will increase the effectiveness and efficiency of the City's capacity when operating at emergency scenes.

[Res 21-111.Fire MAA.pdf](#)
[Res.21-111.Mutual Aid Agreement with Airport.03.11.2021.pdf](#)

RESOLUTION 21-111

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING MUTUAL AID AGREEMENTS RELATING TO FIRE PROTECTION SERVICES BETWEEN THE CITY AND THE CITY OF PANAMA CITY AND NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT AUTHORITY.

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Panama City relating to the fire protection services for the Northwest Florida Beaches International Airport, 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 of such agreement shall be conclusive evidence of such approval.

2. The Agreement entered into between the City and the Northwest Florida Beaches International Airport Authority, attached as Exhibit B, is hereby ratified.

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
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT FOR FIRE PROTECTION**

This Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement ("Agreement") is made as of March 1, 2021, by and between the City of Panama City Beach, Florida, and the Northwest Florida Beaches International Airport, a special district.

WITNESSETH

Whereas, the subscribing agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of fire fighting resources to adequately respond to:

- (1) Continuing, multi-jurisdictional life-saving, fire fighting, and other related activities, so as to protect and promote the safety, and preserve the lives and property of the people, and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34, F.S., and

Whereas, the City of Panama City Beach for its Fire Department and the Northwest Florida Beaches International Airport, a special district, have the authority under Section 23.1225, F.S., et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for services which:

- (1) Permits voluntary cooperation and assistance of a routine life-saving and fire fighting nature across jurisdictional lines, and
- (2) Provides for rendering of assistance in a life-saving and fire fighting emergency;

NOW, THEREFORE, the parties agree as follows:

SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render life-saving and fire fighting assistance to the other, and primarily focusing on backup services during life-saving and fire fighting activities.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render life-saving and fire fighting assistance to the other to include but not necessarily be limited to dealing with aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, and incidents requiring utilization of specialized units.

Whenever a traffic crash involving suspected injuries or a serious nature is reported to the jurisdiction in which the crash occurred, and that life-saving and fire fighting agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the assisting agency may be contacted for assistance. The assisting effort shall be restricted to necessary life-saving and fire fighting activities.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this Agreement is in need of assistance as set forth above, that party shall notify the agency head or designee from whom such assistance is required. The agency head or designee whose assistance is sought shall evaluate the situation and will respond in a manner he or she deems appropriate.

Nothing contained herein shall be construed to require either agency to render assistance to the other. The decision to render assistance to the other agency shall rest solely with the discretion of the agency to which the request is made.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his or her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

The agency head's decision in these matters shall be final.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

Conflicts: Whenever an employee of either subscribing agency renders assistance pursuant to this Agreement, that employee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

Handling Complaints: Whenever there is a cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the agency head or his designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.

2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employee accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V. LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28 F.S., where applicable.

SECTION VI. POWERS, PRIVILEGES, IMMUNITIES AND COSTS.

- A. Employees of each participating agency when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside the state of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), F.S., have the same powers, duties, rights, privileges and immunities as if inside the employee's political subdivision in which normally employed.
- B. Each party agrees to furnish necessary equipment, resources and facilities and to render services to the other party to the Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.
- C. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- D. The agency furnishing aid pursuant to this Section shall compensate its appointees and employees during the time such aid is rendered and shall defray that actual travel and maintenance expense of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the

employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of the mutual aid agreement. The provisions of this Section shall apply with equal effect to paid, volunteer, and reserve employees.

- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- G. Nothing herein is intended or is to be construed as any transfer or contracting away of any of the powers or functions of either party to the other.

SECTION VII. LIABILITY INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in section 768.28(15)(a) F.S., in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify the other party of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VIII. FORFEITURE PROVISIONS

In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this Agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to chapter 932 F.S. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932 F.S., to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

All proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided equally between the parties, less the costs associated with the forfeiture actions.

SECTION IX. EFFECTIVE DATE AND AMENDMENTS

This Agreement shall take effect as of March 1, 2021, for a term of three (3) years, and thereafter shall be automatically renewed from year to year absent either party serving notice of cancellation as provided in Section X. The Agreement shall not be modified or amended except by written instrument executed with the same formalities as this Agreement.

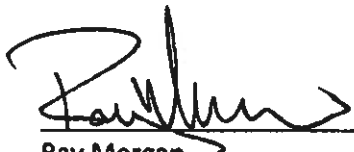
SECTION X. CANCELLATION

Any party may cancel its participation in this Agreement upon delivery of ninety (90) days written notice to the other party. Cancellation will be at the direction of any subscribing party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

CITY OF PANAMA CITY BEACH

NORTHWEST FLORIDA BEACHES
INTERNATIONAL AIRPORT, A SPECIAL
DISTRICT



Ray Morgan
Fire Chief

02/26/2021
Date



Jerry Swearingen
Fire Chief

02/25/2021
Date

City Manager/Interim City Manager Date



Parker W. McClellan, Jr. A.A.E.
Executive Director

25 FEB 21
Date

REGULAR AGENDA

ITEM #6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Jason Pickle, Administration

2. MEETING DATE:
March 11, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends approval of entering into contract with T-Mobile US, Inc., in the amount of \$69,304.77 over a two (2)-year period. Staff suggests modifying the contract proposal to split 70 of the Police patrol vehicles on the Pro plan at \$17.61 per device, and the remainder of the 143 vehicles on the Basic plan at \$12.30 per device giving the \$69,304.77 total for 24 months.

4. AGENDA:
REGULAR AGENDA

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

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY: Public Safety
Financial Health

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

The City currently has 147 GPS devices on vehicles throughout all departments. The hardware the City currently utilizes was installed in 2017 running on 3G architecture. At the end of 2021, these devices will be removed from the production due to sunsetting of 3G radio frequencies in cellular towers. Staff recommends extending the GPS program to all City vehicles used on a frequent basis, approximately 213, and update hardware to be configured on the widely accessible 4G frequency to ensure working coverage on existing vehicles. Per device, this plan is more cost effective then the City's current vendor.

[21-112.RES Veh Monitoring System.pdf](#)
[2021 BA #36 - T-mobile GPS Agreement.pdf](#)
[T-Mobile's Response to Panama City Beach.pdf](#)
[GPS_Fleet_Management_Proposal_Scorecard.pdf](#)

RESOLUTION 21-112

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF HARDWARE AND SOFTWARE-BASED MONITORING SYSTEM FOR FLEET VEHICLES AND THE INSTALLATION FROM T-MOBILE US, INC., IN THE AMOUNT OF \$69,304.77.

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and T-Mobile US, Inc., relating to the purchase of hardware and software-based monitoring system for fleet vehicles in the total amount of Sixty Nine Thousand, Three Hundred Four Dollars and Seventy Seven Cents (\$69,304.77), 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 of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment #36 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.

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

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

No. BA #36

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.44-10	Rentals and Leases	25,000.00	3,200.00	28,200.00
TO	001-2201-522.44-10	Rentals and Leases	20,000.00	1,100.00	21,100.00
TO	001-2400-524.44-10	Rentals and Leases	7,500.00	300.00	7,800.00
TO	001-4100-541.44-10	Rentals and Leases	8,000.00	1,000.00	9,000.00
FROM	001-7201-572.44-10	Rentals and Leases	47,000.00	(200.00)	46,800.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	11,179,750.00	(5,400.00)	11,174,350.00
	UTILITY				
TO	401-3300-533.44-10	Rentals and Leases	33,000.00	500.00	33,500.00
FROM	401-3500-535.44-10	Rentals and Leases	27,000.00	(300.00)	26,700.00
FROM	401-8100-999.96-00	Reserves Available for Expenditures	37,389,668.00	(200.00)	37,389,468.00
		Check Adjustment Totals:	48,736,918.00	0.00	48,736,918.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from unrestricted reserves for the new GPS agreement with T-Mobile beginning in April, 2021.

ROUTING FOR APPROVAL

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



**Response to
City of Panama City Beach
Request for Proposals**

Fleet Vehicle Monitoring System

February 26, 2021

Provided by: T-Mobile US, Inc.
Contact Person: Michael Wood
Address: 12920 SE 38th Street Bellevue, WA 98006
Phone: 850-356-1755
Email: michael.wood33@t-mobile.com



February 26, 2021

Jason Pickle, IT Manager
City of Panama City Beach
116 South Arnold Road
Panama City Beach, Florida 32413
Telephone: (850) 233-5100

Re: Request for Proposal (RFP) for a Fleet Vehicle Monitoring System

Dear Jason,

T-Mobile USA, Inc. (T-Mobile) would like to thank the City of Panama City Beach for the opportunity to participate in the RFP for its Fleet Vehicle Monitoring System. T-Mobile understands the City's need for innovative and customizable technologies to meet your requirements for dependable data access, seamless wireless connectivity, and a partner that can provide a complete solution.

The proposed T-Mobile/Geotab solution offers an intuitive, full-featured solutions help you better manage drivers and vehicles by extracting accurate and actionable intelligence from real-time and historical trips data to optimize your fleet operations utilizing our excellent wireless service that provide value above and beyond what is expected.

The Geotab tracking solution provides the functionality you need to help you master your fleet. Geotab provides advanced, real-time fleet management and monitoring for businesses of all sizes:

- **Increase productivity** – Data will include detailed employee trip and route monitoring.
- **Optimize maneuvers** – Decide if your fleet needs to switch gears or stay the course with **easy-to-use dashboards and customizable reporting** on routes, fuel usage, engine statuses, and more.
- **Protect your assets** – Get the data you need to protect all your assets, including the most important ones—your people. Get **alerts on unsafe driving behaviors**, like excessive acceleration, and help keep your team safe.
- **Manage compliance** – With just the push of a button, drivers can record their hours of service (HOS) on a secure cloud platform, automatically populating the data you need to **manage the factors that make for a winning HOS BASIC score**.
- **Get actionable insights** – Boost **productivity and save money** by monitoring fuel usage, delivery routes, and more. Plus, maintenance reminders based on engine insights help you keep your fleet running smoothly. Manage driver behavior with risk alerts and safety reports.
- **Fleet vehicle compatibility** – Compatible with most **gas, diesel, and electric vehicles** on the road today. The fleet device works with 16-pin, 9-pin or 6-pin ports which are typically located underneath the dashboard. For 6-pin and 9-pin ports on heavy-duty vehicles, an adapter will typically be required.

T-Mobile's dedicated team of representatives will support the City of Panama City Beach with an account team consisting of Solutions Engineers, Wireless Network Engineers, and a Government Account Executive.



Paramount to a successful long-term relationship is harmonizing quality and service levels to ensure the City's satisfaction. T-Mobile will collaborate with the City in all stages of the relationship. With the dedication of our employees, the performance of our network, and value of our plans; T-Mobile empowers the City to get the solution and coverage it needs, at the price it wants, with award-winning Customer Service.

We look forward to implementing viable solutions so your needs can be met for the best value possible.

Sincerely,

David Bezzant
Vice President
T-Mobile for Government



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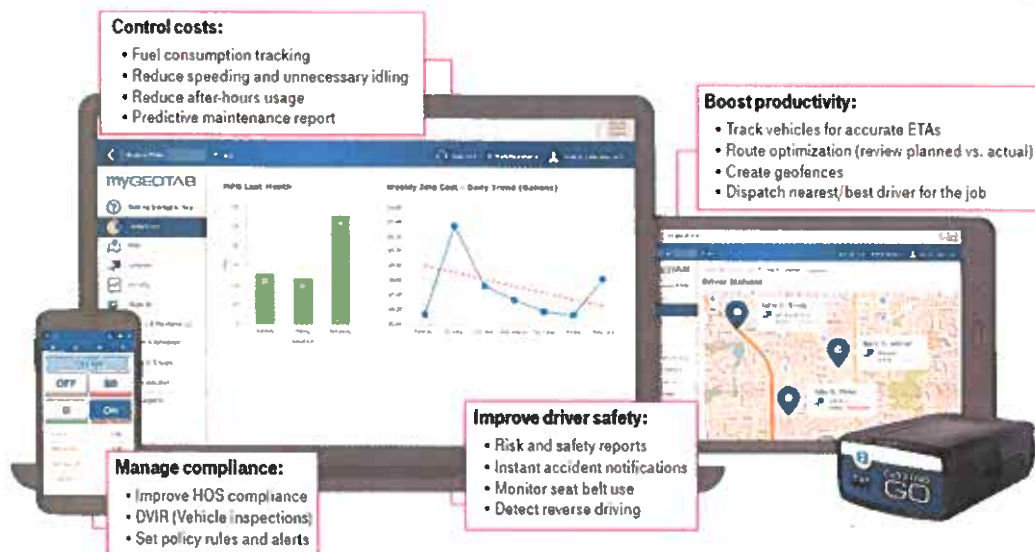
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Executive Summary

T-Mobile has a successful history of meeting fleet requirements for organizations across the U.S. We offer fleet management solutions to help you elevate productivity, improve customer satisfaction. For this opportunity with the City of Panama City Beach, we have partnered with Geotab. This solution will enable the City of Panama City Beach to:

City of Panama City RFP Desired Outcomes	T-Mobile Solution
<p><i>Increase Savings</i> Reduce fuel and have insight regarding excessive idle time, speeding, harsh braking, acceleration, and turning, unauthorized travel</p>	<p><u>Data Collection</u></p> <ul style="list-style-type: none"> Rich, accurate data on location, vehicle health, driving behavior, fuel consumption Improve driving habits with in-vehicle feedback Set up rules to reduce speeding, excessive idling, or not wearing a seat belt. Measure precise vehicle movements such as harsh braking and acceleration
<p><i>Improve Safety</i> Protect drivers, vehicles, the City, and reconstruct accidents</p>	<p><u>Monitor</u></p> <ul style="list-style-type: none"> Collision alerts provide a detailed summary of events Detection of a suspected accident will prompt the automatic upload of detailed data from the device to allow forensic reconstruction of the event
<p><i>Ensure routine vehicle maintenance</i></p>	<p><u>Alert</u></p> <ul style="list-style-type: none"> Collect valuable information on vehicle health and status Maintain and record vehicle identification numbers (VINs), odometer, and engine faults
<p><i>Enhance service</i> Gauge arrival times, vehicle information regarding complaints, and vehicle location</p>	<p><u>Track</u></p> <ul style="list-style-type: none"> Pinpoint locations via the GNSS (Global Navigation Satellite System) module that offers global positioning system (GPS) and Global Navigation Satellite System (GLONASS) Receive alerts when vehicles move in and out of designated zones





Reporting is easy:

- Access web-based user interface
- Alerts for breached boundaries
- Idle time/stop reports
- Driver safety alerts/reports
- Engine diagnostics/alerts
- Regulatory compliance reporting
- Obtain add-on features and sensors to meet your unique business

Joining T-Mobile is Stress-Free

T-Mobile Accessibility has a dedicated and experienced implementation team ready to begin service transition. The City will benefit from T-Mobile’s award-winning customer support from the outset of our partnership. When you switch to T-Mobile, your dedicated project team, led by an Implementation Manager, will create and guide you through a comprehensive implementation roadmap that ensures your transition to T-Mobile is seamless and easy.

Our commitment is to deliver a best-in-class migration experience. In doing so, we will collaborate to build a comprehensive migration plan that meets your organization's needs. Moreover, we will deliver the right solutions for your business, on-time, and in a manner that allows the City to stay focused on productivity, efficiency, and being connected. T-Mobile’s approach to implementation is grounded in a consistent and predictable migration process. An Implementation Manager will follow a detailed roadmap.

The T-Mobile approach to implementation:

PLANNING	LAUNCH	DEPLOYMENT	TRAINING	TRANSITION
A detailed implementation roadmap is developed to drive the migration in a timely and organized manner	Review and approve implementation details and rollout schedule. Verify selected plans, features, and account details.	Distribute end user materials, selected equipment, and schedule training with on-site assistance, if needed.	Satisfaction surveys are distributed to ensure that implementation requirements are met, and best-in-class service was delivered.	Introduce your organization to your dedicated account support team.

Enthusiastic about the Future

Partnering with the City of Panama City Beach is important to T-Mobile. We look forward to utilizing our tenured industry experience with comparable engagements to offer the City of Panama Beach City outstanding service.

While T-Mobile’s service is a hallmark of quality, T-Mobile is committed to providing our service at an advantageous value to the City of Panama City Beach. This proposal offers a fair price that includes an experienced and knowledgeable staff, backed by strong, successful processes and feature-rich, dependable platforms. It is our desire to partner with the City of Panama City Beach for many years.



About Us - Company Profile

Wireless solutions built for your business

T-Mobile delivers Government solutions to customers in Florida, in the southeast, and nationally. Geotab also has experience with local, regional, and national solutions. T-Mobile and Geotab have provided solutions to all sizes of government accounts.

Highest in Business Wireless Customer Satisfaction

A big part of the reason we're the fastest growing wireless company in America is that everything we do puts our customers first. We listen to them, address their pain points, and then challenge the rest of the industry to follow suit. But advocating for our customers is more than the right thing to do—it's good business. So above all else, we work for you. Our mission is to make it abundantly clear that we're the most customer-centric wireless carrier around. Whether you're a family or an enterprise, we're all about reducing your pain points.

J.D Power has awarded us the *Highest in Business Wireless Customer Satisfaction* award for the fourth year in a row across Very Small, Small/Medium, and Large Enterprise lines of business.



#1 in Performance and Reliability
#1 in Offerings and Promotion

#1 in Customer Service
#1 in Cost of Service

#1 in Sales Representatives and Account Executives
#1 in Billing

T-Mobile received the highest score among very small, small/medium, and large enterprise business wireless providers in the J.D. Power 2017-2020 U.S. Business Wireless Customer Satisfaction Studies of customers' satisfaction with their current wireless provider. Visit <https://www.jdpower.com/awards>.

History

T-Mobile USA, Inc. (T-Mobile USA), a Delaware corporation, was formed in 1994 as VoiceStream Wireless PCS (VoiceStream), a subsidiary of Western Wireless Corporation (Western Wireless). VoiceStream was spun off from Western Wireless in 1999, acquired by Deutsche Telekom AG (DT) in 2001 and renamed T-Mobile USA, Inc. in 2002. In 2013, T-Mobile US, Inc., a Delaware corporation, was formed through the business combination of T-Mobile USA and MetroPCS Communications, Inc. (MetroPCS). The business combination was accounted for as a reverse acquisition with T-Mobile USA as the accounting acquirer. In September 2018, we announced the rebranding of our prepaid brand, MetroPCS, as Metro™ by T-Mobile. On April 1, 2020, Sprint Corporation became a subsidiary of T-Mobile US, Inc. via a share exchange.



Location of Support Personnel

The City's account team will consist of staff located across the region. The director of T-Mobile's government team for the south, is in Miami, with the panhandle team member located in Pensacola. T-Mobile is proud of the Account Team that will support the City. Their mission is to serve the City and address all your telecommunications needs. When additional opportunities arise, the City's account team can utilize the full T-Mobile employee base to bring the expertise, knowledge, and know-how to solve issues and recommend advantageous solutions. T-Mobile will provide the City with access to our experienced network professionals to broaden your pool of technical expertise – allowing you to focus on other important matters.

Government Experience

T-Mobile's government team has supported agencies across the country since 2012 and is working hard to bring our award-winning customer service to you.

We're proud of what we've done to help government agencies across America transform the way they serve their citizens. As the primary wireless provider for the U.S. Department of Veterans Affairs, T-Mobile is deploying 70,000 lines of wireless service to the nation's largest integrated health care system, making health care providers accessible from virtually anywhere.

But that's just the beginning. Here are more examples of what we can do for government agencies like the City:

- We've helped Georgia's third-largest county save an estimated \$50,000 in taxpayer money through smarter fleet management.
- In partnership with the Philadelphia Housing Authority, we've equipped 4,500 low-income families with tools to help bridge the digital gap, providing them with new ways to learn and advance their education and careers.
- We've enabled thousands of students and families in the Bronx to stay connected with local directories, city services, and resources.



References

Cobb County Georgia

1940 County Services Pkwy SW
Marietta, GA 30008
Al Curtis | Director Fleet Management
404-664-5149
al.curtis@cobbcounty.org

Headquarters: Marietta, GA	Industry: Government	Employees: 4,700+	Revenue: \$1.1B
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The Opportunity

Coordinating a fleet of 2,600 vehicles to serve a county population of more than 755,000 is a tall order. To adequately serve the community, Cobb County Fleet Management needed to move beyond their telematic system to increase flexibility and make fast, effective decisions.

The Results

- \$50,000 per year in conservatively estimated cost savings
- Decreased idling and fuel consumption
- Easy device installment, activation, scaling, and transference
- Improved routing, resource deployment, data visibility, and other efficiencies

“ I would strongly recommend T-Mobile’s fleet management solution to pretty much every municipality that’s out there that would like to not only track drivers, vehicles, assets, and behavior, but also to have significant cost savings added to their budget. ”

Ahsan Rafay, Chief Financial Officer, Cobb County Fleet Management

Check out a video about our partnership: <https://tmobile.egnyte.com/dl/cBR1t6p8ps>

City of Wichita

455 N. Main
Wichita, KS 67202
Troy Tillotson | Fleet & Facilities Division
316-268-4533
twiltotson@wichita.gov

Headquarters: Wichita, KS	Industry: Government	Employees: 1,000+	Revenue: \$563M
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The Challenge

The City of Wichita aims to provide a great wireless experience to deploy technologies that enhance lifestyles, provide better services, and save money all at the same time.

The Solution

The City of Wichita partners with T-Mobile for Business to intelligently pursue their ambitious plans to modernize civil services.

The Results

Hotspot loan programs, fleet management, and public transit were great places to start.



- T-Mobile 4G LTE hotspots are available to be loaned out to 26% of Wichita homes that lack internet access.
- Vehicle diagnostics helped save an estimated \$80,000 to \$160,000 annually on fuel and contract costs—resulting in better service at lower costs.
- 60 city buses were equipped with free T-Mobile Wi-Fi.
- 170 city police cruisers connect to the internet via T-Mobile services.

T-Mobile for Business has been a good partner. They have given us the latitude to do some things that, frankly, other vendors would not entertain. And to me, that's a distinction between being a vendor and being a partner.

Mike Mayta, CIO, City of Wichita

Metropolitan Atlanta Rapid Transit Authority

2424 Piedmont Road NE
Atlanta, GA 30324
Kirk Talbot | Chief Information Officer
404-848-5273
kdobson@itsmarta.com

Metropolitan Atlanta Rapid Transit Authority (MARTA) is a government institution that operates a network of bus routes linked to a rapid transit system consisting of 48 miles of rail track with 38 train stations. T-Mobile provides the following to MARTA: 60 GPS devices, 150 cell phones, 1500 Wi-Fi units in buses and trains, and a mobile command center.

Provo City Fleet Management

568 E 1325 S
Provo UT 84606
Warren Merritt | Fleet Maintenance Supervisor
801-852-7724
wmerritt@provo.org

According to the Provo website (Public Works | City of Provo, UT), the Provo City Public Works Department is responsible for maintaining over 610 miles of streets, curb gutter and sidewalk, snow removal and over 90 traffic signals. Provo City Public Works' mission is to utilize its experience, expertise, and commitment to protect the community's health and welfare by providing a high quality of services at the lowest cost possible that the residents of Provo can rely on and come to expect. T-Mobile deployed a fleet solution for 550 vehicles.

State of Utah

4120 S State St.
Salt Lake City, UT 84107
Eric Gardner | Motor Pool Manager
801-538-3014
egardner@utah.gov

The Challenge

The division directly manages approximately 4,500 vehicles, although a telematics rollout could potentially benefit closer to 8,000 state vehicles and 40,000-plus drivers (including departments with delegated authority to manage their own fleets). Fleet Operations utilizes a range of vehicles,



from sedans to one-ton trucks, to accommodate the widely varied functions of employees in departments such as Human Services, Corrections, Public Safety, Agriculture and more.

The vast geography of the State poses a unique challenge for implementation, as does the agency's commitment to procuring an assortment of makes and models—based on the lowest lifecycle costs and environmental impact—rather than making a uniform investment.

Objectives

The key objective of the State of Utah Division of Fleet Operations (DFO) in conducting the large telematics pilot was to validate the effectiveness of fleet tracking systems in reducing overall operating costs and lowering overall cost per vehicle mile. The State hoped to:

1. **Reduce costs**
 - Fuel:** According to the U.S. Department of Energy, rapid acceleration and heavy braking can reduce fuel economy by up to 33% for highway driving and 5% on city roads. Other sources show effective use of telematics can reduce fuel costs by as much as 14%.
 - Maintenance:** Unscheduled repairs result in vehicle downtime and lost productivity. Telematics has been shown to reduce maintenance and repair costs by as much as 14% through preventive maintenance, real-time alerts to address damaging driving behavior, automated engine diagnostics and streamlined authorization of repairs.
 - Accidents:** Better driving behaviors/accountability results in fewer accidents and claims, which can lead to a reduction in comprehensive insurance costs.
2. **Improve fleet utilization** - Vehicle utilization has typically been measured by mileage, which is an incomplete metric. Telematics can account not only for miles driven, but what hours and days vehicles are driven over the course of the month and whether assets could better be used in a different location or manner. Savings can be achieved by removing or reallocating vehicles.
3. **Increase productivity** - Market research suggests that telematics can increase workforce productivity and reduce labor costs by up to 12%.³

The Solution

The State of Utah Division of Fleet Operations completed the first year of a telematics pilot program using Geotab's fleet tracking solutions. The initial solution consisted of 1600 devices using Geotab Pro Plus across multiple departments.

The Results

With Geotab telematics and strategic initiatives, the State of Utah realized several quantitative and qualitative benefits in the focus areas of fuel, maintenance, accidents, and utilization.

Fuel savings were achieved primarily through a reduction in idling and speeding. Eric Gardner, the division's Motor Pool Manager, says, "Our governor limits idling, but we couldn't know if people were doing it." He appreciates that telematics is helping the division achieve success in its policies. The Governor's Office of Management and Budget's Jeff Mottishaw agrees, "I was really surprised at how much idling our drivers were doing and how easy it was to affect change."

Check out a video about our partnership: [Rolling out telematics in government fleet | Geotab](#)



Exhibit A – Section III Description of Work and Services Required

	T-Mobile's Response
Equipment Requirements:	
<ul style="list-style-type: none"> • Capability to track multiple vehicles (real-time and logged tracking) 	T-Mobile complies. Pro Plus offers active tracking, all other plans offer near-real time.
<ul style="list-style-type: none"> • Transmit, for recording and storage in the proposed software solution, the location of each vehicle at intervals of five (5) seconds or less. 	T-Mobile complies. Geotab has intellectual property to optimize data transfer rates over the cellular network. Rather than collecting data on a scheduled basis (ping rates), the Geotab GO9 device uses intelligent and patented logging algorithms to identify when to record speed, position, and other engine diagnostics. This is critical to ensuring that all data elements are collected. The device is constantly monitoring various inputs, including: second-by-second GPS data, intra-second accelerometer readings, and engine diagnostic inputs/outputs. The device monitors the data and determines the appropriate values to transfer and store. This patented curved based algorithm is applied to all Geotab data and distinguishes the solution from every other vendor solution on the market, resulting in the industry's most granular and actionable datasets.
<ul style="list-style-type: none"> • Simultaneous real-time mapping of multiple vehicles 	T-Mobile complies. Pro Plus offers active tracking, all other plans offer near-real time.
<ul style="list-style-type: none"> • Ability to track each vehicle after scheduled hours. 	T-Mobile complies.
<ul style="list-style-type: none"> • Ability to track each vehicle's speed and number of starts and stops. 	T-Mobile complies.
<ul style="list-style-type: none"> • Ability to detect if any vehicle's engine is running. 	T-Mobile complies.
<ul style="list-style-type: none"> • Web access for tracking, reporting and viewing in maps with vehicle locations. 	T-Mobile complies.
<ul style="list-style-type: none"> • Ability to view account information on-line. 	T-Mobile complies.
<ul style="list-style-type: none"> • Printable built-in reports and individual vehicle reports. 	T-Mobile complies.
<ul style="list-style-type: none"> • Schedulable electronic reporting and delivery. 	T-Mobile complies.
<ul style="list-style-type: none"> • Easy hardware installation that does not require extensive modification of vehicles. 	T-Mobile complies.
<ul style="list-style-type: none"> • Durable, low-maintenance equipment. 	T-Mobile complies.
<ul style="list-style-type: none"> • Cellular and GPS antennas shall be internal to the unit with an option for an external antenna. 	T-Mobile complies. External antennas are not required with the GO9 device.
<ul style="list-style-type: none"> • Vendor shall offer a full product line of mobile device options for various input and functional 	T-Mobile complies.



	T-Mobile's Response
needs (4G/LTE minimum)	
<ul style="list-style-type: none"> • Vendor shall offer optional alternative mobile devices that support 4G/LTE and WiFi hotspot capabilities. 	T-Mobile complies.
<ul style="list-style-type: none"> • Vendor must offer devices and data plans with no data overage charges that has no black out areas for the whole of Bay County. 	T-Mobile complies.
<ul style="list-style-type: none"> • Harness Kit for heavy duty vehicles requiring 9-pin adapter should not require splicing cables of the vehicle on-board PTO devices 	T-Mobile complies.

	T-Mobile's Response
Software Requirements:	
<ul style="list-style-type: none"> ○ Accessible in an industry standard Web browser such as Microsoft Internet Explorer. 	T-Mobile complies.
<ul style="list-style-type: none"> ○ Must support unlimited simultaneous users. 	T-Mobile complies.
<ul style="list-style-type: none"> • Able to show vehicle location information including ID, location, heading, address, latitude/longitude, time of fix, status, speed, etc. All parameters shall be customizable to the client's preference. 	T-Mobile complies.
<ul style="list-style-type: none"> • Filtering capabilities to limit viewing vehicles to specific groups or subgroups. 	T-Mobile complies.
<ul style="list-style-type: none"> • Vehicle table or list that shows a preview of vehicle information. 	T-Mobile complies.
<ul style="list-style-type: none"> • The vehicle list shall allow easy pan/zoom to a selected vehicle. 	T-Mobile complies.
<ul style="list-style-type: none"> • Capable of creating "geofences" using a radius and polygon selection, as well as distance from a configurable line (routes). 	T-Mobile complies.
<ul style="list-style-type: none"> • The ability to submit speed limit changes for roadways that are new or under construction. 	T-Mobile complies. The City can update the posted road speed of any road by left clicking on a road from the live map and selecting "Update posted road speed" from the popup window.

	T-Mobile's Response
Reporting Requirements:	
<ul style="list-style-type: none"> • Detailed Summary: This report provides an overview of all events that happened for the vehicle(s) during a given date/ time range. 	T-Mobile complies.
<ul style="list-style-type: none"> • Duration Detailed: This report should compute the elapsed time between two statuses such as time spent at site or on the road. 	T-Mobile complies.
<ul style="list-style-type: none"> • Event Summary: This report should list all violations of established Exception Condition 	T-Mobile complies.



	T-Mobile's Response
parameters and its details.	
<ul style="list-style-type: none"> Exception Conditions: This report must list all Exception Conditions that have been recorded. 	T-Mobile complies.
<ul style="list-style-type: none"> Landmarks: This report should show the locations that have been recorded. 	T-Mobile complies.
<ul style="list-style-type: none"> Location Event: This report should show the locations for the selected vehicle(s) for a given date and time. 	T-Mobile complies.
<ul style="list-style-type: none"> Off/Out of Service Summary: This report should list the times and duration a vehicle is off/out of the service area. 	T-Mobile complies.
<ul style="list-style-type: none"> Routing Detail: This report should provide the route statistics such as total stops, total drive time and total break/lunch time for the entire route. 	T-Mobile complies.
<ul style="list-style-type: none"> Stationary Summary: This report should list all of the vehicle(s) that went past a pre-set stationary vehicle time parameter and the location where the vehicle was stationary. 	T-Mobile complies.
<ul style="list-style-type: none"> Vehicle List: This report should provide any vehicle information entered in the database. 	T-Mobile complies.
<ul style="list-style-type: none"> Reports shall be exportable to Microsoft Word, Excel, PDF and other formats. 	T-Mobile complies. Additionally, the City can take advantage of one year of cloud storage with tools for local file export.

	T-Mobile's Response
Equipment Manufacturer Requirements:	
<ul style="list-style-type: none"> All of the equipment specified herein shall be furnished by a single MANUFACTURER who regularly engages in the production of this type of equipment who is fully experienced, reputable and qualified in the manufacture of the equipment to be furnished. Each component and auxiliary equipment item furnished under this specification shall be new and unused, of the type, size, design, and efficiency installed on previous projects and the product of a MANUFACTURER having a successful record of operation, manufacturing and servicing the equipment for a minimum of five (5) years prior to bid date. MANUFACTURER shall have at least one hundred (100) units installed, supply OWNER with previous installation details. 	T-Mobile complies.
<ul style="list-style-type: none"> The equipment MANUFACTURER who does not have the experience, shall provide unconditional extended warranty on the equipment. The MANUFACTURER's warranty 	T-Mobile complies. "Warranty Period" means either: (a) the one year period commencing on the activation date; or (b) the lifetime of the device, provided that the



	T-Mobile's Response
<p>period shall be for three (3) years after the final acceptance of the equipment by the OWNER. The equipment MANUFACTURER shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects of design, material and workmanship. In the event the equipment fails to perform as specified, the equipment MANUFACTURER shall promptly repair or replace the defective equipment without any cost to the OWNER (including handling and shipment costs).</p>	<p>device is activated on certain rate plans (currently the Pro Plus rate plan and any other rate plan as announced by us from time to time ("Limited Lifetime Warranty")).</p>

	T-Mobile's Response
<p>Warranty</p> <ul style="list-style-type: none"> All equipment supplied under this section shall be warranted for a period of three (3) years from the date of acceptance by OWNER. 	<p>T-Mobile complies for the Pro Plus. "Warranty Period" means either: (a) the one year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the Pro Plus rate plan and any other rate plan as announced by us from time to time ("Limited Lifetime Warranty")).</p>

	T-Mobile's Response
<p>Patents and Licenses</p> <ul style="list-style-type: none"> The MANUFACTURER shall be responsible for all patents or licenses that exist on the equipment that may be provided. The MANUFACTURER shall assume all costs of patent fees or licenses for the equipment or process; and shall safeguard and save harmless the OWNER/OWNER from all damages, judgments, claims and expenses arising from license fees, or claimed infringement of any letters, patent or patent rights, or fees for the use of any equipment or process structural feature or arrangement of any of the component parts of the installation; and the price bid shall be deemed to include payment of all such patent fees, licenses or other costs pertaining thereto. 	<p>T-Mobile complies.</p> <p>T-Mobile complies.</p>

	T-Mobile's Response
<p>Installation</p> <ul style="list-style-type: none"> Installation of the monitoring equipment shall be in strict accordance with the MANUFACTURER'S instructions and recommendations. 	<p>T-Mobile complies.</p>



	T-Mobile's Response
Training Opportunities	
<ul style="list-style-type: none"> • End-user and train-the-trainer courses • Web-based training • Conferences and workshops • Free open enrollment web-based training through client support center 	T-Mobile complies.

	T-Mobile's Response
Hosting Components (if applicable)	Please see the following for more information: Geotab's security policy
<ul style="list-style-type: none"> • 99.9 percent uptime outside of scheduled maintenance, guaranteed by Service Level Agreement 	<p>Performance Benchmarks</p> <ul style="list-style-type: none"> • Application response times (separate by module if appropriate) • Speed of individual transactions • Speed of bulk transactions • Speed of bulk imports and exports • Data storage limits • Any other benchmark of significance <p>Regarding system and supporting infrastructure performance, Geotab provides a 99.5% uptime guarantee for all its services, excluding any planned maintenance required. Performance of all My Servers are monitored regularly and new My Servers are provisioned (and existing My Servers resized) based on the average performance metrics on a weekly basis. The My Servers are where the MyGeotab databases are hosted. Geotab also monitors the availability of the application on a continuous basis. Statistics on uptime are made available through the portal. Regarding transaction speeds and response times they are generally contingent on and constrained/determined/influenced by the performance of systems and the network involved in the platform deployment. Geotab can assist in establishing benchmarks with the customer based on their unique arrangement and components of the solution deployed. Regarding data storage, application data streaming has a capability that allows for 1.7 MB dedicated log buffer storage for poor cell coverage. MyGeotab provides suitable tools to allow users to export their data should there be a need for</p>



	T-Mobile's Response
	increased storage limits or longer storage periods.
<ul style="list-style-type: none"> • Data Center - Tier II. Minimum requirements: reliable data center, managed network infrastructure, on-site power backup and generators, multiple telecom/network providers, redundant network, secure facility, 24/7/365 system monitoring. 	Geotab uses Google Compute Engine to provide computing resources for application and data hosting. The services fall under Google's very strict and world-leading global security policies, helping Geotab keep the City's data safe and secure.
<ul style="list-style-type: none"> • Hosting. Minimum requirements: automated software updates, server management and monitoring, multi-tiered software architecture, software updates and security patches, database updates and security patches, antivirus management and updates, server-class hardware, redundant firewall solutions, high performance SAN with N+2 reliability 	Geotab uses Google Compute Engine to provide computing resources for application and data hosting. These services fall under Google's very strict and world-leading global security policies, helping Geotab keep our customer data safe and secure.
<ul style="list-style-type: none"> • Bandwidth. Minimum requirements: multiple network providers, burst bandwidth of at least 22Gb/s 	T-Mobile complies.
<ul style="list-style-type: none"> • Disaster Recovery. Minimum requirements: 24/7 emergency support, on-line status monitor, event notification emails, recovery time objective for at least 24 hours, pre-emptive monitoring for disasters, multi-geographic region redundant back up data center 	<p>Members of Geotab senior management oversee business continuity planning to ensure that critical services can be continually delivered to clients.</p> <ul style="list-style-type: none"> • Geotab conducts a regular business impact analysis to understand the relevant threat/risk landscape and prioritize planning. This includes cyber-attack, sabotage, utility/power outage, terrorism, and random failure of mission-critical systems. • Geotab implements suitable plans, measures, and arrangements to ensure business continuity, including: <ul style="list-style-type: none"> • Multi-location data center services • Fully redundant power with generator backups (data centers) • Multiple-source network providers (data centers) • Redundant networking equipment and server hardware • Availability of offsite backup storage options for customers (upon request) • Use of cloud technology for Geotab business (available anywhere) • In-house, redundant monitoring system (monitors all production servers, security alerts and other critical issues)



	T-Mobile's Response
<ul style="list-style-type: none"> DDoS Mitigation. Minimum requirements: defined DDoS attack process including the ability to identify the attack source and type of attack, the ability to monitor the attack for a threshold and a plan once threshold is reached 	<ul style="list-style-type: none"> 24/7/365 engineering stand-by support for all critical services (engineers and developers) Disaster recovery plans for server failure - enables switching to redundant hardware Geotab conducts a regular business impact analysis to understand the relevant threat/risk landscape and prioritize planning. This includes cyber-attack, sabotage, utility/power outage, terrorism, and random failure of mission-critical systems. In the event of a security breach, Geotab engineering may cut off some or all access to Geotab services to mitigate any possible intrusion damage. Once the threat has been contained or neutralized, a thorough and immediate investigation by high-level Geotab staff will be conducted, specifically to determine names and/or location of attacker(s), method(s) of breach, what kind of data was exposed (if any), and customers who may be affected. If Geotab determines that customer data has been accessed by unauthorized persons, Geotab will inform affected customers immediately (within 24 hours), as required by applicable law, and work with them to ensure that the data is secured, moved, removed or changed. Geotab's Incident Response Program (GRIP) was developed in accordance with NIST Special Publication 800-61 Revision 2: Computer Security Incident Handling Guide and is designed to align with industry best practices. Geotab is committed to continually improving and updating our Incident Response capabilities by incorporating lessons learned from previous responses that occur both internally and in the greater security community.
<ul style="list-style-type: none"> Upgradeable security packages 	<p>This is not applicable. Geotab uses Google Compute Engine to provide computing resources for application and data hosting. These services fall under Google's very strict and world-leading global security policies,</p>



	T-Mobile's Response
	helping Geotab keep our customer data safe and secure.

	T-Mobile's Response
Support and Maintenance	
<ul style="list-style-type: none">• Dedicated account management	T-Mobile complies.
<ul style="list-style-type: none">• Ongoing training opportunities and availability of robust, self-service documentation and technical support (videos and training manuals, etc.)	T-Mobile complies.
<ul style="list-style-type: none">• 24/7 Phone Support services – emergency and non-emergency situations	T-Mobile complies.
<ul style="list-style-type: none">• Hot-fixes and new feature releases on a regular basis.	T-Mobile complies.



Proposed compensation - Pro Plus Plan with Active Tracking and Lifetime Warranty

Per the requirements in this RFP, the Pro Plus offers Active Tracking and a Limited Lifetime Warranty. However, there might be scenarios where certain users do not require all the features provided by Pro Plus. We have included a second pricing table reflecting the Base Plan. Customer can also mix and match rate plans as all the rate plans offered use the same hardware. For example: a customer could have 20 vehicles on Base Plan and the rest on Pro Plus.

EXHIBIT F - BID SCHEDULE OF VALUES						
A. INITIAL COSTS						
<u>Item</u>	<u>Qty</u>	<u>GPS Device Cost (PER DEVICE)</u>	<u>Device Install (if required)</u>	<u>Activation Fees (PER DEVICE)</u>	<u>Harness, connectors, required peripherals</u>	<u>Total initial cost for equipment</u>
a. Heavy Equipment (9-pin)	5	\$84.00	N/A	\$0	\$17.49	\$507.45
b. Light Vehicle (OBDII)	190	\$84.00	N/A	\$0	\$(10.49 not required)	\$15,960.00
d. Off-Road Vehicles (3 wire)	18	\$84.00	N/A	\$0	\$4.89	\$1,600.02
Subtotal	213	\$17,892	N/A	\$	\$175.47	\$18,067.47
B. SERVICE COSTS						
<u>Item</u>	<u>Qty</u>	<u>Monthly Monitoring (PER DEVICE)</u>	<u>First Year Costs</u>	<u>Total Annual Costs</u>	<u>12 Month Extension past initial contract</u>	<u>Total cost for 2, 3, and 4 years of service</u>
a. Heavy Equipment (9-pin) Base Plan	5	\$17.61	12 months	\$1,057	\$1,057	\$1057, \$1057 , \$1057
b. Light Vehicle (OBDII) Base Plan	190	\$17.61	12 months	\$40,151	\$40,151	\$40151, \$40151 , \$40151
d. Off-Road Vehicles (3 wire) Base Plan	18	\$17.61	12 months	\$3,804	\$3,804	\$3804, \$3804 , \$3804
Subtotal	213	\$3,750.93		\$45,011	\$45,011	\$45011, \$45011 , \$45011
TOTAL BASE BID (sum of Total Initial & Total Annual Service Costs for first 2 years of Contract)					\$108,089.79	



Proposed Compensation - Base Plan with Near Real-Time Tracking and 1 Year Warranty

EXHIBIT F - BID SCHEDULE OF VALUES						
A. INITIAL COSTS						
<u>Item</u>	<u>Qty</u>	<u>GPS Device Cost (PER DEVICE)</u>	<u>Device Install (if required)</u>	<u>Activation Fees (PER DEVICE)</u>	<u>Harness, connectors, required peripherals</u>	<u>Total initial cost for equipment</u>
a. Heavy Equipment (9-pin)	5	\$0.00	N/A	\$0	\$17.49	\$87.45
b. Light Vehicle (OBDII)	190	\$0.00	N/A	\$0	\$(10.49 not required)	\$0.00
d. Off-Road Vehicles (3 wire)	18	\$0.00	N/A	\$0	\$4.89	\$88.02
Subtotal	213	\$0	N/A	\$	\$175.47	\$175.47
B. SERVICE COSTS						
<u>Item</u>	<u>Qty</u>	<u>Monthly Monitoring (PER DEVICE)</u>	<u>First Year Costs</u>	<u>Total Annual Costs</u>	<u>12 Month Extension past initial contract</u>	<u>Total cost for 2, 3, and 4 years of service</u>
a. Heavy Equipment (9-pin) Base Plan	5	\$12.30	12 months	\$738	\$738	\$738, \$738 , \$738
b. Light Vehicle (OBDII) Base Plan	190	\$12.30	12 months	\$28,044	\$28,044	\$28044, \$28044 , \$28044
d. Off-Road Vehicles (3 wire) Base Plan	18	\$12.30	12 months	\$2,657	\$2,657	\$ 2657, \$2657 , \$2657
Subtotal	213	\$2,619.90		\$31,439	\$31,439	\$31439, \$31439 , \$31439
TOTAL BASE BID (sum of Total Initial & Total Annual Service Costs for first 2 years of Contract)					\$63,053.07	



Fleet management solutions feature comparison

	Base	Regulatory	Pro	ProPlus	ProPlus – (Full Price Equipment)
Active Tracking – Live Vehicle Location				✓	✓
Real-time audible alerts for verbal coaching				✓	✓
Map updated with live vehicle movement				✓	✓
Self-calibrating accelerometer – no vehicle setup required			✓	✓	✓
Detect impact and towing events (while ignition off)			✓	✓	✓
False positive filtering (i.e. does not record railroad tracks, speed bumps or potholes as aggressive driving)			✓	✓	✓
Accident data auto detection and upload of last 1.2 minutes on accident			✓	✓	✓
Estimated odometer and engine hours (not based on engine data)	✓	✓	✓	✓	✓
Actual engine hours, engine road speed & odometer from engine †For HOS purposes only.		✓†	✓	✓	✓
Engine Management			✓	✓	✓
Odometer, Engine Hours and Engine Road Speed †For HOS purposes only.		✓†	✓	✓	✓
Driver's seat belt and passenger			✓	✓	✓
Passenger seat occupied			✓	✓	✓
Total fuel used and idle fuel			✓	✓	✓
Fuel level input (to identify fuel-up events & for data integration with fuel card)			✓	✓	✓
Ignition detect			✓	✓	✓
Check Engine Light			✓	✓	✓
In-vehicle Audible Alerts / Driver Feedback	Limited	Limited	✓	✓	✓
Speeding	✓	✓	✓	✓	✓
Driving in reverse			✓	✓	✓
High RPM – target fuel savings			✓	✓	✓
Seatbelt usage detection over user-defined speed			✓	✓	✓
Aggressive driving (acceleration, braking, cornering)			✓	✓	✓
Unlimited customer zone importing, editing and creation (geofencing)	✓	✓	✓	✓	✓
Flexible group structure	✓	✓	✓	✓	✓
Combination exception rules	✓	✓	✓	✓	✓
Built-In Rules-Based Exceptions	Limited	Limited	✓	✓	✓
After-hours usage	✓	✓	✓	✓	✓
Backup when leaving			✓	✓	✓
Engine diagnostics and issues			✓	✓	✓
Dangerous driving (acceleration, braking, cornering)			✓	✓	✓
Accident			✓	✓	✓
Low battery warning			✓	✓	✓
Engine misuse (over-revving)			✓	✓	✓



	Base	Regulatory	Pro	ProPlus	ProPlus - (Full Price Equipment)
Reports			✓		
Over 30 built-in reports	✓	✓	✓	✓	✓
Report scheduling	✓	✓	✓	✓	✓
Private vs. Business mileage	Limited	Limited	✓	✓	✓
IFTA fuel tax reports	Limited	✓	✓	✓	✓
Driver scoring reports	Limited	Limited	✓	✓	✓
Risk management reports (insurance use case)	Limited	Limited	✓	✓	✓
Customer stops by zone report	✓	✓	✓	✓	✓
Driver congregation report	✓	✓	✓	✓	✓
Accident reconstruction report			✓	✓	✓
Customizable work hours, time off, and timecard reports	✓	✓	✓	✓	✓
Find nearest vehicle to location including distance	✓	✓	✓	✓	✓
Maintenance reminders scheduled by time or distance	✓	✓	✓	✓	✓

GEOTAB[®]
management by measurement



Legal Comments

In response to Customer's solicitation ("RFP"), T-Mobile is quoting wireless products and services pursuant to the following terms and conditions:

- (i) For services identified on T-Mobile's quote/proposal as "GSA Schedule" T-Mobile is offering such services under its existing GSA Multiple Award Schedule, Wireless Mobility Solutions Special Item Number (SIN) 517312, Contract Number: GS-35F-0503M ("GSA Schedule Contract"), which can be viewed at <https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0503M&contractorName=T-MOBILE+USA%2C+INC&executeQuery=YES>.
- (ii) For products and services identified on T-Mobile's quote/proposal as "Open Market" T-Mobile is offering such products and services pursuant to the terms of the GSA Schedule Contract, as well as the T-Mobile Terms and Conditions and the applicable product specific terms and conditions as posted at: <https://www.t-mobile.com/responsibility/legal/terms-and-conditions>.

Accordingly, T-Mobile respectfully takes a blanket exception to all terms and conditions of the RFP that are not required by law, including, without limitation, the exhibits entitled "General Terms and Conditions" and "Agreement." The terms and conditions in any Customer-generated order template will have no force or effect other than to denote quantity, the products or services purchased or leased, delivery destinations, requested delivery dates and any similar information mutually agreed to by the parties. Additionally, since T-Mobile is not a manufacturer of products, and certain products and services being offered are developed and owned by third parties, T-Mobile is required to pass through the third party terms and conditions from our vendors via URL or click-through third party terms at point of sale or upon login to the third party application.

Please note the following:

- Some service offerings that include a monthly recurring charge may not be eligible for discounts. Other charges, including, but not limited to, activation fees, international roaming and dialing, E911, and Federal Universal Service Fund charges or other surcharges may apply. Please refer to the GSA Schedule Contract for complete details.
- Device pricing is only valid for new activations and is offered as Open Market pricing. Device pricing will be in accordance with T-Mobile's business practices. To check if a specific device is available, please contact your T-Mobile Account Manager. Device models offered are sold solely for use with T-Mobile service. The ability to use some or all features depends on device capability and connection to our network. Device specifications are provided by the manufacturer. All devices are subject to availability.

T-Mobile will comply with the requirements and conditions in the RFP, subject to proposal information, exceptions, clarifications, and any supplemental terms provided by T-Mobile and subject to T-Mobile's response stating that the controlling terms and conditions are those in the GSA Schedule Contract.



Please see the following edits:

**EXHIBIT E
CITY OF PANAMA CITY BEACH'S
INSURANCE REQUIREMENTS**

INSURANCE - BASIC COVERAGES REQUIRED

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

- 1) Worker's Compensation: For all of ~~his~~ its 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 Contractor shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory

Coverage B - Employer's Liability - \$1,000,000.00

Liability: ~~Comprehensive~~ Commercial General Liability insurance including, but not limited to:

- a) ~~Independent Contractor's Liability;~~ (T-Mobile does not provide primary insurance for our contractors but we do require them to provide their own insurance prior to performing any work.)
- 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~~ included 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.

- 2) 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~~-included as additional insured.
- 3) Professional Liability: 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 project specific coverage, or in an amount not less than \$10,000,000 per claim \$10,000,000 annual aggregate non-project specific, company-wide coverage.

B. Certificates of Insurance: The Contractor shall furnish to the City ~~copies of all policies~~ certificates of insurance and applicable 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.~~

In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the city has been provided a copy of a policy endorsement ~~nam~~ing including the city as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the city (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the city be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, ~~then the following wording may be substituted~~ "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." 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.



Technical Attachments

Vehicle Compatibility

Identify which port you have. The extension adapters allow the device to be installed out of the way and out of sight. The T-Harness allows the vehicle port to remain open and free for use, such as for a scan tool.



16-pin port

Fleet management devices plug in seamlessly. Adapter and harnesses are available but are not required.

HRN-GS16K2



Pin T-Harness

HRN-BS16S4



16-Pin Extension Adapter

HRN-CW03S3



3-Pin Straight Harness with exposed wires



9-pin port

Fleet management devices require an adapter.

HRN-GS09K2



9-Pin T-Harness

HRN-DS09S4



9-Pin Extension Adapter



6-pin port

Fleet management devices require an adapter.

HRN DS06T2



6-Pin heavy-duty T-Harness for installations where the Deutsch connector needs to remain available for other applications

Fleet management solutions support the majority of:



Light-duty vehicles:

- Weigh less than 8,500 pounds
- Manufactured after 1996



Heavy-duty vehicles:

- Weigh more than 8,500 pounds
- Manufactured after 1999

Manufactured by:

- | | | |
|-----------------|-------------|---------------------|
| • International | • Volvo | • Kenworth |
| • Mack | • Peterbilt | • Mitsubishi (Fuso) |
| • Freightliner | • Isuzu | • Sterling |



Input/ Output (IOX) Expanders

Input/Output (IOX) Expanders and hardware addons that plug directly into your fleet management device. They provide deeper insights into the status of your fleet. By leveraging the Controller Area Network (CAN) of your vehicles, IOX Expanders collect a variety of data—all available in your app.

Identify the IOX Expanders that will work best for your vehicles.



AUX Monitor - IOX-AUXM

Allows for monitoring of up to eight signals from your vehicle in real time. Track any sensor or input your company requires, including school bus warning lights, doors opening and closing, panic buttons for drivers, and more.



Text to Speech - IOX-GOTALK

Uses text-to-speech technology to provide real-time, verbal alerts to drivers based on predefined rules. You can customize the language used and words verbalized to create messages tailored to each driver.



NFC Reader - IOX-NFCREADER

Integrates Near Field Communication (NFC) with your fleet management device to help identify which drivers are operating vehicles in your fleet at any given time.



External Buzzer - IOX-BUZZ

Connects to your fleet management device to amplify in-vehicle feedback and reduce the number of missed alerts caused by things like loud engine noise.



USB Adapter - IOX-USB

Plug and play IOX USB power adapter for charging and powering USB devices.



Garmin Integration - IOX-GARMINNT

GARMIN IOX® connects to your fleet management device to allow for enhanced in-vehicle driver-dispatcher communication.



Device Specs

IOX-AUXM

Allows for monitoring of up to eight signals from your vehicle in real time.

Connectors:

- 8-pin Molex 43020-0800;
- Keyed 5-pin mini-USB type-B plug: daisy chain power and CAN in
- Keyed 5-pin mini-USB type-B socket: daisy chain power and CAN out

Length: 110 cm/43 inches

IOX-GOTALK

Uses text-to-speech technology to provide real-time, verbal alerts.

Connectors:

- Keyed mini-USB type-B plug: daisy chain power and CAN in
- Keyed mini-USB type-B socket: daisy chain power and CAN out

Length: 240 cm/94 inches

IOX-NFCREADER

Identifies which drivers are operating vehicles in your fleet at any given time.

Connectors:

- Keyed mini-USB type-B plug: daisy chain power and CAN in
- Keyed mini-USB type-B socket: daisy chain power and CAN out
- 2-pin grounding socket (Molex connector)

Length: 130 cm/51 inches

IOX-BUZZ

Reduces the number of unheard alerts due to engine noise.

Connectors:

- Keyed mini-USB type-B plug: daisy chain power and CAN in
- Keyed mini-USB type-B socket: daisy chain power and CAN out

Length: 140 cm/55 inches

IOX-USB

Power adapter for charging and powering USB devices.

Connectors:

- Keyed Male Mini-USB Type-B connector: daisy chain power and CAN in
- Keyed Female Mini-USB Type-B connector: daisy chain power and CAN out
- Female USB Type-A connector: USB charger

Length: 150 cm/59 inches

IOX-GARMINWT

Connect your fleet management solution to a GARMIN device.

Connectors:

- Keyed mini-USB type-B plug: daisy chain power & CAN in
- Keyed mini-USB type-B socket: daisy chain power & CAN out
- Mini-USB type-B plug: GARMIN

Length: 190 cm/75 inches

GEOTAB[®]
management by measurement



Geotab® GO9TM — Expandable Telematics Device

For the most up-to-date version, please visit: goo.gl/f7huRc



GO9 Device

Geotab's GO9 telematics device is the most powerful yet. The GO9 offers a 32-bit processor, 4x more memory and 5x more RAM than the GO8. Similar to the GO8*, the GO9 offers state-of-the-art GPS technology, g-force monitoring, GEOTAB IOX* expandability, engine and battery health assessments, and communication on the LTE network*.

Vehicle Tracking

Using Geotab's patented tracking algorithm, the GO9 accurately recreates vehicle trips and analyzes incidents. The GO9 also offers in-vehicle alerts to instantly notify drivers of infractions and — with hardware Add-Ons — provides live coaching for driver's on-road performance. The GO9 does not require a dash-mounted antenna or any wire splicing.

Top Features

- Easy installation
- LTE Connectivity (select regions)*
- Small form factor device
- Intelligent in-vehicle driver coaching
- Breakthrough collision detection and notification
- External device expandability via IOX Technology

Security

Geotab platform security is designed for end-to-end protection of your data.

Key implementations include:

- GO device and network interfaces use authentication, encryption, and message integrity verification.
- GO devices are individualized. Each device uses a unique ID and non-static security key — making it difficult to fake a device's identity.
- Over-the-air updates use digitally-signed firmware to verify that updates come from a trusted source.
- Geotab uses independent third-party experts to validate the platform from end to end.
- FIPS 140-2 validated by NIST (certificate #3371)
- Built-in auto-calibrating accelerometer and gyrometer
- Near-real-time vehicle data
- Fast GPS acquisition time using Almanac OTA support
- Support for GPS+GLONASS connectivity
- Additional native support for more vehicle protocols
- End-to-end cybersecurity



Technical Specifications and Features

Interfaces	Engine Management
	Legacy Interfaces:
	Physical Interfaces: J1850 PWM, J1850 VPW, J1708, 9141-2 and ISO 14230 (KWP2000) @ Pins 2_10
	Speed: 10.4/41.6 kbaud for J1850, 9141-2 and ISO 14230 and 9600/62500 bps for J1708
	Data packet protocols: J1850 PWM, J1850 VPW, J1708, J1708 CAT, ISO Toyota, ISO Vario, ISO Ford, ISO Izuzu
	Diagnostic/application protocols: OBD2
	Standard CAN:
	Physical Interfaces: CAN @ Pins 6_14/3_11/2_10
	Speed: 125/250/500 kbps
	Data packet protocols: ISO 15765 CAN, GMLAN, VW TP 2.0, SAE J1939-21, SAE J1939-FMS
	Diagnostic/application protocols: Std OBD2, WWH-OBD, UDS (ISO 14229)
	Single Wire CAN:
	Physical Interfaces: Single Wire CAN @ Pin 1
	Speed: 33/50/83.3 kbps
	Data packet protocols: GMLAN, OEM Specific
	Medium/Low Speed CAN:
	Physical Interfaces: J1939-13 Type 2, TTL CAN @ Pins 3_11/2_10
	Speed: 50/125/250 kbps
	Data packet protocols: GMLAN, OEM Specific, ISO 15765 CAN, SAE J1939-21, SAE J1939-FMS
	Diagnostic/application protocols: Std OBD2, WWH-OBD, UDS (ISO 14229)
* 2- or 3-wire install support (for older vehicles/asset tracking)	
Input/Output	
Buzzer	
LEDs – Ignition, GPS, Cellular	
IOX (more details below)	
Internal GPS/Cellular antennas	
*Cellular	Availability varying on certification - full list of supported countries here
	GO9 LTE
	LTE (CAT-1): Bands 2/4/5/12, 3G: Bands 2/5
	GO9 LTE TMO
	Single Mode LTE (CAT-1): Bands 2/4/12
	GO9 LTE VZW
	Single Mode LTE (CAT-1): Bands 4/13
	GO9 3G/2G Global
	3G: 800/850/900/1900/2100 MHz
	2G: 850/900/1800/1900 MHz
	3GPP Compliant



GPS Receiver	72-channel engine (GPS/GLONASS/Beidou/Galileo/SBAS/WAAS/EGNOS/MSAS/GAGAN)
	Under 1 second Time-To-First Fix for hot and aided starts
	Cold start: 26s
	Concurrent GPS & GLONASS system
	A-GNSS
	Accuracy: ~2.0 m CEP
	OTA FW updates supported
I/O Expandability Support (IOX)	Currently supports a combination of up to 5 of the following:
	Driver ID
	Charging or data transfer over USB
	Garmin
	Iridium Satellite
	AUX – 4 per IOX (Digital or Analog)
	Serial Port and Additional CAN for third-party device integration
	Driver Feedback via external Buzzer and GOTALK
	Substance Spreader
	Relay control
Alert	
Environmental and EMC	Operating Temperature
	-40 to +85 °C
	SAE J1455
	Thermal Shock (Section 4.1.3.2)
	Humidity cycle (Section 4.1)
	Temperature Cycle (Section 4.2)
	Mechanical Vibration (Section 4.10)
	Operational Shock, Transit drop, Handling Drop (Section 4.11.x.x)
	Inductive Switching, Burst Transients, Starter Motor Engagement (Section 4.13.2.2.1)
	Coupled Transients (Section 4.13.2.2.2)
	Electrostatic Discharge Handling, operational and non-operational (Section 4.13.2.2.3)
Radiated Immunity	
Radiated and Conducted Emissions	
Accelerometer & Gyroscope	3D accelerometer and 3D gyroscope. Full-scale acceleration range of ±8g and an angular rate range of ±250 dps
	Acceleration and angular rate output data rate of 1.66 kHz
Mechanical	Weight: 70 g (0.15 lb)
	Dimensions: 75 mm L × 50 mm W × 23 mm H
	Housing: Flame retardant black ABS
Electrical	Voltage
	12 V and 24 V systems supported
	Current
	At 12 V
	Operating Mode: 60–300 mA
	Operating mode + IOX: Up to 2 A
	Sleep mode: 4.5 mA
At 24 V	



	Operating Mode: 35-180 mA
	Operating mode + IOX: Up to 2 A
	Sleep mode: 3.0 mA
	Resettable overcurrent protection to IOX
Compliance	Standards: FCC, IC, PTCRB, NOM, HERO, HERF, HERP, CE, Emark, RED, REACH, RoHS, WEEE, RCM
Over-the-Air (OTA) Support	Firmware Updates: For maintenance, new features, and custom applications
	Parameters: For turning additional features on/off
	Almanac/Ephemeris Data: For quicker GPS latch
In-cab Buzzer	Decibel Output: >85 dBA at 10 cm
	Driver Feedback: Harsh braking, harsh acceleration, harsh corners, over-revving, excessive idling and speeding, engine based seatbelt violations (when available), and custom
	Test Mode: Diagnostic beeps for validating GPS and wireless connection
Voltage Recording	Curve-based voltage logging to detect weak batteries, failing alternators, and failing starters.
64-Mb Non-volatile Flash Memory	Main Data Memory: Up to 80,000 logs in offline mode (out of coverage)
	Collision Data Memory: Buffer records over 100 minutes of second-by-second data (6,000 logs). Last 72 records (1.2 minutes) are sent instantly on accelerometer-triggered collision-level events.
Recording Parameters	Patented curve-based GPS/voltage/accelerometer/engine data logging algorithm for fewer, more accurate data points.
Intelligent Ignition	Non-engine-based ignition detect on voltage and movement, allowing for 3-wire installation. Ideal for older vehicles with no engine information and covert installation for asset recovery.

Vendor	Jason	Salcido	Travis	Total out of 300 possible points
Samsara Inc	74	74	66	214
Steinbauer Engineering	42	63	38	143
T-Mobile	98	99	95	292
Verizon	53	71	66	190

REGULAR AGENDA

ITEM #7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

March 11, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends execution of Utility Work by Highway Contractor Agreement with the Florida Department of Transportation for PCB Parkway Resurfacing from Walton County Line to its intersection with Heather Drive.

4. AGENDA:

REGULAR AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Transportation
Quality of Life



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

The Florida Department of Transportation (FDOT) is preparing to solicit bids for resurfacing of State Road 30A/Panama City Beach Parkway from the Walton County Line to its intersection with Heather Drive. As the FDOT owns the right-of-way, the City's utilities are allowed within this property under their permission. As a condition of this permission, all costs to construct, maintain or modify these utilities to accommodate their planned improvements are the City's responsibility.

As the resurfacing program will change the roadway surface elevation, the manhole and valve boxes will need to be adjusted. Although these adjustments could be done either by City forces or a separate contractor employed by the City, it would require immediate response at all times during construction to avoid a potential delay claim by the FDOT's resurfacing contractor. Alternately, the City can engage the FDOT's resurfacing contractor to make these adjustments at an FDOT established unit cost. This arrangement would eliminate the potential for delay claims as the resurfacing contractor controls both schedules.

To utilize this arrangement, the FDOT requires execution of the attached Utility Work by Highway Contractor (UWHC) agreement defining the City's intent and projected costs for the work. This work would be done under a unit price basis at \$1,650.00 each and \$715.00 each to raise a manhole and valve box to final surface elevation respectively.

Based upon the plans and field verification effort, there is at least one manhole and 51 valve boxes within the limits of the roadway resurfacing program. At these unit costs, the total contract amount would be \$38,115.00 but this amount may increase or decrease should the actual number of manholes and valve boxes vary from the known quantities.

Staff have reviewed and the Department recommends entering into the UWHC in the amount of \$38,115.00.

[Res 21-114.State of FL Utility Work.pdf](#)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RESOLUTION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (Lump Sum)

Financial Project ID: 437759-1-52-03	Federal Project ID: N/A
State Road No.: 30A	County: Bay
State Job No.:	District Document No.:

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the **FDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the City of Panama City Beach, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Utility Work by Highway Contractor Agreement (Lump Sum), hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That (Name) Mark Sheldon (Title) Mayor be hereby authorized and directed to execute and deliver the Agreement to the **FDOT**.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

ON MOTION of _____ seconded by _____, the above Resolution was introduced and passed by the **UAO** on the ____ day of _____, year of 2021.

NAME: _____

Title: Mayor _____

ATTEST: _____

Title: _____

PCB Resolution No. 21-114

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

Financial Project ID: 437759-1-52-03	Federal Project ID: N/A
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Bay	State Road No.: 30A
District Document No:	
Utility Agency/Owner (UAO): CITY OF PANAMA CITY BEACH	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT," and CITY OF PANAMA CITY BEACH, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the UAO owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the FDOT, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as SR 30A (US 98) PCB Parkway from Walton County Line to Heather Drive, State Road No. 30A, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the FDOT's design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the FDOT will perform the Utility Work as part of the Project; and

WHEREAS, the UAO, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

WHEREAS, the FDOT and the UAO desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

- 1. Performance of Utility Work**
 - a. The FDOT will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the FDOT's construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the FDOT, in its discretion, deemed appropriate.
 - b. All location, protection, relocation, adjustment, or removal of the UAO's Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

- 2. Cost of Utility Work**
 - a. The UAO will, at least sixty (60) calendar days prior to the date on which the FDOT advertises the Project for bids, pay the FDOT the amount of \$ 38,115.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

- b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.
- c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.
- d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

3. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES:

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

5. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

- a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
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refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the UAO and the FDOT may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of FDOT manuals, policies, and procedures will be provided to the UAO upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. Time is of essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The UAO shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the UAO:

Mr. Mark Shaeffer, P.E., Utilities Engineer
116 S. Arnold Road
Panama City Beach, FL 32413

If to the FDOT:

Mr. Matt King, Utility Project Manager
P.O. Box 607
Chipley, FL 32428

7. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: CITY OF PANAMA CITY BEACH

BY: (Signature) _____

DATE: _____

(Typed Name: Mark Sheldon)

(Typed Title: Mayor)

Recommend Approval by the District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

DATE: _____

(Typed Name: Tim Smith, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK ESTIMATE

December 14, 2016

Exhibit A

FDOT PROJECT INFORMATION

Financial Project ID: 437759-1-52-03	Federal Project ID: N/A
State Road Number: 30A	County: Bay
FDOT Plans Dated: 11/20/2020	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: City of Panama City Beach	Job No. or Work Order No.: msheldon@pcb.gov	
UAO Project Rep: Mark Sheldon	Phone: 850-233-5054	E-mail: msheldon@pcb.gov
UAO Field Rep: Mark Shaeffer	Phone: 850-233-5054	E-mail: mshaeffer@pcb.gov

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost (\$)	Overhead (%) <small>(Must use "%" or ".") i.e. 10% or .10)</small>	Item Cost + Overhead (\$)
Preliminary Engineering			0
Right of Way Acquisition			0
Construction Engineering			0
Construction Labor	\$38,115.00		\$38,115.00
Materials and Supplies			0
Transportation & Equipment			0
Contract Construction			0
Miscellaneous Expenses			0
Total Cost Estimate =>			\$38,115.00

SECTION B: DEDUCTIONS

Item	Item Value (\$)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	0

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	\$38,115.00
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	\$38,115.00

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

UAO Rep. _____	Date __/__/__
Name <u>Mark Sheldon</u>	
Title <u>Mayor</u>	

Exhibit A

1 manhole x \$1,650.00 per manhole = \$1,650.00

51 valve boxes x \$715.00 per valve box = \$36,465.00

Grand Total = \$38,115.00

REGULAR AGENDA

ITEM #8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Ray Morgan, Fire

2. MEETING DATE:

March 11, 2021

3. REQUESTED MOTION/ACTION:

Approve Resolution 21-115 ratifying the purchase of Fire Department personal protective gear in the amount of \$20,081.84 from Ten-8 Fire & Safety, LLC.

4. AGENDA:

REGULAR 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?

Staff requests ratification of the Fire Department's purchase of PPE in the amount of \$20,081.84. On August 31, 2020 (8) Globe Extreme turnout coats and (8) Globe Extreme turnout pants were purchased from Ten-8 Fire Equipment Company.

This purchase was made to replace expired firefighting PPE and to equip newly hired firefighters. Due to Covid-19 delays in production and a turnover in the vendor's billing department, staff recently became aware of the Council's need for ratification. The turnout gear purchased is a budgeted expenditure and is essential to our firefighters and public safety.

[Report50074.pdf](#)

[Res 21-115.Ratification of Fire Turn Out Gear.pdf](#)

RESOLUTION 21-115

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RATIFYING AND CONFIRMING THE PURCHASE OF PERSONAL FIRE PROTECTIVE GEAR FROM TEN-8 FIRE & SAFETY, LLC IN THE TOTAL AMOUNT OF \$20,081.84

BE IT RESOLVED by the City of Panama City Beach, Florida that the appropriate officers of the City hereby ratify and confirm that certain Agreement between the City and Ten-8 Fire & Safety, LLC relating to the purchase of personal fire protective gear in the total amount of Twenty Thousand, Eighty-one Dollars and Eighty-Four Cents (\$20,081.84) in the form attached as Exhibit A and presented to the Council today.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of March, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



IN SERVICE TO SERVE YOU

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

INVOICE

Page: 1

Invoice Number: IN884006
Invoice Date: 10/15/2020

Bill To: PANAMA CITY BEACH F.D.
110 SOUTH ARNOLD ROAD
PANAMA CITY BEACH, FL 32413-2199

Ship To: PANAMA CITY BEACH F.D.
17121 PANAMA CITY BCH PKWY
PANAMA CITY BEACH,, FL 32413

Tax Ident. Type Legal Entity
Ship Via STANDARD DELIVERY
Ship Date 8/31/2020
Terms Due Upon Receipt of Product Or Service

Customer ID PAN BC
P.O. Number CRAIG ROBARTS
Our Order No. 652252
SalesPerson JOEY HAYES

Table with 7 columns: Item/Description, Unit, Qty. Ordered, Qty. Backorder, Qty. Shipped, Unit Price, Total Price. Rows include GLB-PCBCOAT, PANAMA CITY BCH G-EXTREME CUSTOM KHAKI COAT, GLB-PCBGSPANTS, PANAMA CITY BEACH CUSTOM GPS PANTS KHAKI, and FREIGHT CHARGES INCLUDED.

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 20,081.84

Subtotal: 20,081.84
Invoice Discount: 0.00
Total Sales Tax: 0.00

Remit To :
TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
Bradenton, FL 34203

Total: 20,081.84

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.