

PANAMA CITY BEACH CITY COUNCIL AGENDA

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

MEETING DATE: APRIL 27, 2017
MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- CAMPUS PASTOR DERRICK BENNETT, NORTHSTAR CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN SOLIS
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF REGULAR MINUTES OF APRIL 13, 2017
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS – COUNCILMAN SOLIS
 - 1 “CHILD HUNGER AWARENESS MONTH” PROCLAMATION & PRESENTATION, RIC & BOBBIE BRIGMAN.
 - 2 SIX MONTH FINANCIAL UPDATE.
- VIII. PUBLIC COMMENTS-REGULAR & CONSENT ITEMS ONLY (Limited to Three Minutes)
- IX. CONSENT AGENDA
 - 1 RESOLUTION 17-87, BID AWARD- WWTF INFLUENT SCREENS REPLACEMENT. “A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Marshall Brothers Construction and Engineering, Inc., in the amount of \$464,374 for the installation of 3 influent screens and isolation valve for the Wastewater Treatment Facility.”
 - 2 RESOLUTION 17-88, APPROVING ARCHITECTURAL FIRM FOR NEGOTIATIONS OF PROFESSIONAL SERVICES AGREEMENT FOR CONTINUING A&E SERVICES, CITY HALL ADMINISTRATIVE CAMPUS. “A Resolution of the City of Panama City Beach, Florida, authorizing the City to negotiate a Professional Services Agreement for the Architectural and Engineering Services related to the City Hall Administrative Campus according to the ranking set forth in the body of the Resolution; and providing an immediately effective date.”
 - 3 RESOLUTION 17-89, SUPPORT FOR PURSUIT AND ESTABLISHMENT OF NEW FEDERAL COURTHOUSE. “A Resolution of the City of Panama City Beach, Florida, supporting the pursuit and establishment of a new Federal Courthouse in Panama City.”
- X. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	LC	ORDINANCE 1411, BEACH FIRE ORDINANCE, 2 ND READING, <u>PUBLIC HEARING</u> , AND ADOPTION.
2	MG	AIRPORT AUTHORITY BOARD MEMBER APPOINTMENT FOR ANOTHER 4 YEAR TERM.
3	ML	UNDERGROUNDING OF UTILITIES IN EXISTING NEIGHBORHOODS- DISCUSSION.

- 4 ML ALLOWING OUTDOOR DISPLAYS AREAS FOR COMMERCIAL PROPERTIES- DISCUSSION.
- 5 HS POLICE FORCE MANPOWER-DISCUSSION.
- 6 MT PUBLIC COMMENTS. (Limited to Three Minutes).
- 7 AM ATTORNEY REPORT.
- 8 MG CITY MANAGER REPORT.
- 9 MT COUNCIL COMMENTS.
- 10 MT ADJOURN.

JOHN REICHARD X
 PHIL CHESTER X
 JOSIE STRANGE X
 HECTOR SOLIS X
 MIKE THOMAS X

JOHN REICHARD X
 PHIL CHESTER X
 JOSIE STRANGE X
 HECTOR SOLIS X
 MIKE THOMAS X

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

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

Deane B. Pate 4-26-17
 City Clerk Date

Deane B. Pate 4-26-17
 City Clerk Date

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

E-mailed and/or Faxed to following interested parties on: 4/24/17 9AM.

NEWS MEDIA
 News Herald
 Bullet
 Channel 4
 Channel 7
 Channel 13
 Comcast
 WOW
 WKGC
 WLTG
 Clear Channel
 Powell Broadcasting

CONTACT
 John Henderson
 Editor
 Ryan Rodig
 Jeremy Pate
 Ken McVay
 Stefanie Bowden
 Cil Schnitker
 Emily Balazs
 A. D. Whitehurst
 Crystal Presley
 Jeff Storey, GM

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER "AGENDA INFORMATION". THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

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)

PRESENTATION



~ Proclamation ~

A PROCLAMATION DESIGNATING MAY AS "CHILD HUNGER AWARENESS MONTH" IN PANAMA CITY BEACH

WHEREAS, Summer is not fun when you're hungry and unfortunately over 25% of our local kids live in a "food insecure household"; and

WHEREAS, these children will not have the benefit of school breakfasts, lunches and the backpack programs during the summer until school starts in August; and

WHEREAS, numerous organizations have taken the initiative and stepped up to raise awareness about our local child hunger and will raise funds for the summer nutrition initiative; and

WHEREAS, in this endeavor, Food4Kidz has a "Make-A-Way in May" fundraiser planned to feature a different area business daily which will donate a portion of their proceeds that day;

NOW, THEREFORE, the City of Panama City Beach does hereby proclaim May, 2017 as

CHILD HUNGER AWARENESS MONTH

in Panama City Beach, and in so doing urge all citizens to think about the kids who will be hungry this summer.

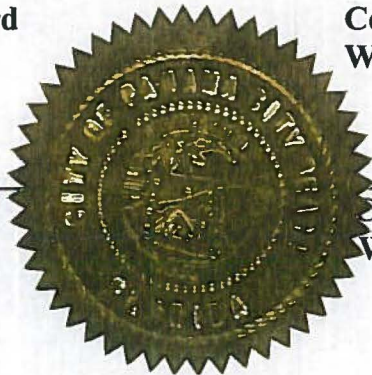
Mayor Mike Thomas

Councilman John Reichard
Ward 1

Councilman Phil Chester
Ward 2

Vice-Mayor Josie Strange
Ward 3

Councilman Hector Solis
Ward 4



CONSENT ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

April 27, 2017

3. REQUESTED MOTION/ACTION:

Approve the construction Agreement for the installation of the replacement screens (Screens 1, 2 and 3) and reject basin isolation valve at the City's wastewater treatment facility.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Existing influent Screens 1 and 2 at the City's wastewater treatment facility (WWTF) have failed and been removed from service. The capacity of the recently repaired remaining screen (Screen 3) is adequate for normal off-season flows but it is near the end of its service life. Back-up units are required for reliability and added capacity for summer flows. This past November 2016, the City received bids for direct purchase of replacement screens for the three existing screens scheduled for delivery in late May.

Bid documents were prepared for the removal of the existing screens and installation of the new screens. In addition, bids were solicited for the installation of an isolation valve for the existing reject basin. A solicitation for construction bids was publicly advertised and two bids received. The bid documents included alternate bid provisions for deduction for an easier method of construction of structural openings and addition of a higher grade stainless steel washwater piping system. Neither alternate bids are desired to be accepted given the bid amounts indicated and City staff recommends accepting the base bid.

This project is provided for in the current fiscal year wastewater budget and the proposed expenditure is within the budgeted amount. Attached is a copy of the bid tabulation and a draft Agreement.

WHY - To allow the City Manager to enter into a construction contract with Marshall Brothers Construction and Engineering, Inc. for the specified work in the total amount of \$464,374.00.

WHAT - To allow replacement of the three screens for continued service and reliability.

CONSENT

AGENDA ITEM # 1

RESOLUTION 17-87

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH MARSHALL BROTHERS CONSTRUCTION AND ENGINEERING, INC. IN THE AMOUNT OF \$464,374 FOR THE INSTALLATION OF THREE INFLUENT SCREENS AND ISOLATION VALVE FOR THE WASTEWATER TREATMENT FACILITY.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Marshall Brothers Construction and Engineering, Inc., relating to the installation of 3 Influent Screens and the reject basin isolation valve for the Wastewater Treatment Facility, in the basic amount of Four Hundred Sixty Four Thousand Three Hundred Seventy Four Dollars (\$464,374), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

**BID TABULATION FOR
WWTF INFLUENT SCREENS REPLACEMENT
CITY OF PANAMA CITY BEACH**

Bid Date: April 18, 2017

BIDDER	ADDRESS/E-MAIL	TOTAL LUMP SUM BID	ALTERNATE BID 1	ALTERNATE BID 2
Marshall Brothers Mike Brown 850-265-8742	2305 Transmitter Road Panama City, FL 32404 mike.brown@marshallbrothers.us	\$464,374.00	\$5,290.00	\$5,110.00
North Florida Construction Stacy Newsome Miller 850-674-5730	P. O. Box 129 Clarksville, FL 32430 snewsomemiller@gmail.com	\$547,208.00	\$3,500.00	\$3,000.00
Phoenix Construction Services, Inc. Wendy Ware 850-265-4210	1805 Tennessee Ave. Lynn Haven, FL 32444 Reception@phoenix-fl.com	No bid		
Tendon System Steve Mason 678-835-1100, ext. 989	7340 McGinnis Ferry Rd. Suwanee, GA 30024 Smason@tendonllc.com	No bid		

CONSENT
 AGENDA ITEM # 1

PANAMA CITY BEACH – WWTF INFLUENT SCREENS REPLACEMENT

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2017 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Marshall Brothers Construction and Engineering, Inc., doing business as a corporation, having a business address of 2305 Transmitter Road, Panama City, FL 32404 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **WWTF INFLUENT SCREENS REPLACEMENT** ("Project"), to be located at the City of Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the 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-

AGREEMENT

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CONSENT
AGENDA ITEM # 1

PANAMA CITY BEACH – WWTF INFLUENT SCREENS REPLACEMENT

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 needed for setting Screens 1 and 2	21
Substantial completion Screens 1 and 2	30
Construct all improvements needed for setting Screen 3 (Existing Screen 3 must remain in service until substantial completion of Screens 1 and 2)	50
Substantial completion Screen 3 and all other work except Reject Water Isolation Valve	60
Final completion	150

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

AGREEMENT

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CONSENT
AGENDA ITEM # ↓

PANAMA CITY BEACH – WWTF INFLUENT SCREENS REPLACEMENT

sum of \$500 for each calendar day that expires after the Contract Time for Substantial Completion for each project milestone as more fully set forth in Section 15 of the General Conditions. Liquidated damages can accrue concurrently.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 464,374.00 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 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS

AGREEMENT

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CONSENT
AGENDA ITEM # 1

PANAMA CITY BEACH – WWTF INFLUENT SCREENS REPLACEMENT

DRAWINGS prepared by the City of Panama City Beach (civil/mechanical)
Numbered G-000 through S-102 and dated April 2017.

SPECIFICATIONS prepared or issued by the City of Panama City Beach
Dated April 2017.

ADDENDA

No. 1, dated April 14, 2017

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

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

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

AGREEMENT

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CONSENT
AGENDA ITEM # 1

PANAMA CITY BEACH – WWTF INFLUENT SCREENS REPLACEMENT

expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

110 South Arnold Road

Panama City Beach, FL 32413
ATTENTION: _____
Mario Gisbert, City Manager
Fax No.: _____
(850) 233-5108

If to Contractor:

Marshall Brothers Construction & Engineering, Inc.

2305 Transmitter Rd.

Panama City, FL 32404
ATTENTION: _____
John M. Marshall - President
Fax No.: _____
(850) 814-4982

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

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

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

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Mr. Mark E. Shaeffer, P.E. – Utilities Engineer.
16. CONTRACTOR acknowledges and agrees that no interruption, interference,

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

17. INSURANCE - BASIC COVERAGES REQUIRED

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

PANAMA CITY BEACH – WWTF INFLUENT SCREENS REPLACEMENT

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

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

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

AGREEMENT

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CONSENT
AGENDA ITEM # 1

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
	\$2,000,000 Aggregate Limit

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

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
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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 \$10,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

PANAMA CITY BEACH – WWTF INFLUENT SCREENS REPLACEMENT

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: Mario Gisbert
(Please type)

TITLE: City Manager

City Attorney (as to form only)

CONTRACTOR:

MARSHALL BROTHERS
CONSTRUCTION AND
ENGINEERING, INC.

ATTEST:

BY:

NAME: _____
(Please Type)

NAME _____

ADDRESS: 2305 Transmitter
Road, Panama City, FL 32404

(Please Type)

[END OF SECTION 00050]

AGREEMENT

00050-12

CONSENT
AGENDA ITEM # 1

CONSENT ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mario Gisbert - City Manager

2. MEETING DATE:

April 27, 2017

3. REQUESTED MOTION/ACTION:

Approve staff rankings of architectural and engineering firms, and authorize staff to begin negotiations for entering into a Master Services Agreement with the highest ranked firm.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

Staff solicited Statements of Qualifications (the "SOQ") from qualified architectural and engineering firms or teams (the "Firm") to provide continuing architectural and engineering design services related to the redevelopment of the City Administrative Campus project, with particular emphasis on the City Hall, Fire Station and finalizing of the site master plan. A Request For Qualifications was advertised to the public on March 15 and March 22, 2017.

Four Firms, DAG Architects, Inc., Florida Architects, Inc., JRA Architects, Inc., and VBA Design, Inc., submitted statements of qualifications on April 4, 2017, before the 2:00 P.M. central time deadline. All Firms submitted eight (8) copies of their qualifications. All statements of qualification were found to be materially conforming with respect to form and Firm qualifications.

The review Committee, consisting of Hector Solis, Mario Gisbert, Al Shortt and Mark Shaeffer met initially in a publicly noticed meeting on April 11th to discuss the SOQ's, and then individually completed their in-depth review and consideration of each submittal. The committee met again on April 18th. DAG Architects, Inc. was ranked 1st by all four members during that meeting. After consultation with Staff, the City Manager recommends the following ranking: First, DAG Architects, Inc., Second- JRA Architects, Inc., and tied for Third, Florida Architects, Inc. and VBA Design, Inc. As provided in the qualification documents, the City Council is authorized to approve the ranking, or revise the ranking and release Staff to enter into contract negotiations.

The highest ranked Firm will be invited to enter into contract negotiations. If an agreement cannot be reached between the City and the highest ranked Firm, negotiations with that Firm will cease and discussion will begin with the next highest ranked firm. A negotiated Architectural and Engineering Master Services Agreement will be presented to the City Council for final approval.

RESOLUTION 17-88

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR THE ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO THE CITY HALL ADMINISTRATIVE CAMPUS ACCORDING TO THE RANKING SET FORTH IN THE BODY OF THE RESOLUTION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City solicited Statements of Qualifications from qualified architectural and engineering firms for services related to the redevelopment of the City campus; and

WHEREAS, four firms submitted conforming statements, and all were found qualified to perform the work; and

WHEREAS, the City review committee ranked the firms as follows:

First - DAG Architects, Inc.,

Second - JRA Architects, Inc.,

Tied for Third – Florida Architects, Inc., and VBA Design, Inc.

NOW THEREFORE, BE IT RESOLVED that the appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for Architectural and Engineering Services for the new City Hall Administrative Campus, first with DAG Architects, Inc., and thereafter with JRA Architects if such negotiations are unsuccessful. In the event negotiation of a contract with JRA Architects is unsuccessful, the City Manager shall cast lots to determine which of the qualified third ranked firm with which to pursue negotiation of a contract. Any contract negotiated by the City Manager shall be brought before the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 17-88
CONSENT
AGENDA ITEM # 2

CONSENT ITEM #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMIN/LEGAL

2. MEETING DATE:

APRIL 27, 2017

3. REQUESTED MOTION/ACTION:

CONSIDER AND APPROVE RESOLUTION SUPPORTING RELOCATION OF FEDERAL COURTHOUSE IN PANAMA CITY

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

The federal government's lease of the present federal courthouse in Panama City expires on December 31, 2018, and will not be renewed due to security and other alleged inadequacies of the present building. Further, the federal government is considering closing the Panama City division rather than pursuing the re-establishment of the Courthouse at a new location, which could result in various negative impacts to our community, the loss of jobs, employers and revenues among them. The Panama City Federal Courthouse serves a six county region encompassing Bay, Gulf, Calhoun, Jackson, Washington and Holmes Counties with a current regional population of 306,000 and an estimated ten year population growth of over 500,000 more than justifies the provision of a locally situated federal courthouse.

For these reasons, the Council may wish to memorialize by this Resolution its support of the efforts of the Task Force created to fight for the continued operation of the Panama City division and establishment of a new federal courthouse in Panama City.

CONSENT

AGENDA ITEM #

3

RESOLUTION 17-89

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA,
SUPPORTING THE PURSUIT AND ESTABLISHMENT OF A NEW
FEDERAL COURTHOUSE IN PANAMA CITY.

WHEREAS, federal law¹ provides that the federal court system in Florida shall be divided into 3 districts: Southern, Middle and Northern, and further provides that court for the Northern District be held in Gainesville, Marianna, Panama City, Pensacola, and Tallahassee; and

WHEREAS, the Northern District currently has 4 active districts (Gainesville, Panama City, Pensacola and Tallahassee), among which the Panama City division represents just under 20 percent of the caseload; and

WHEREAS, the federal government's lease of the present federal courthouse in Panama City expires on December 31, 2018, and will not be renewed due to security and other alleged inadequacies of the present building; and

WHEREAS, the federal government is considering closing the Panama City division rather than pursuing the re-establishment of the Courthouse at a new location; and

WHEREAS, it is estimated by the Bay County Chamber of Commerce that there are 27 jobs that will be directly impacted by the closure of the Panama City division and over 100 jobs that will be indirectly impacted; and

WHEREAS, the Bay County Jail houses Federal inmates which is a major source of income for county government, estimated at the highest point to be over \$400,000 annually; and

WHEREAS, the current Panama City federal courthouse facility also houses the US Marshal, US Attorney and Public Defender, and a federal probation office and it is foreseeable that some of these and other federal agencies will move out of town rather than establish new offices outside the closed federal courthouse; and

WHEREAS, the Panama City Federal Courthouse serves a six county region encompassing Bay, Gulf, Calhoun, Jackson, Washington and Holmes Counties with a current regional population of 306,000 and an estimated ten year population growth of over 500,000 more than justifies the provision of a locally situated federal courthouse; and

WHEREAS, the loss of the federal courthouse would have tremendous economic impact on those involved in federal cases (legal professionals, jurors, witnesses, investigators and law enforcement) which would involve travel 100 miles to Pensacola or

¹ 28 U.S. Code § 89-Florida

Tallahassee, and overnight or longer stays, and the extent of that economic impact is anticipated to increase as this area continues to grow; and

WHEREAS, the City of Panama City Beach supports the efforts of the Bay County Chamber of Commerce Federal Courthouse Task Force created to fight for the continued operation of the Panama City division and establishment of a new federal courthouse in Panama City.

THEREFORE, BE IT RESOLVED by the people of the City of Panama City Beach, acting through their duly elected representatives, that the people of the City of Panama City Beach oppose the dissolution of the Panama City division and support the pursuit and establishment of a new federal courthouse facility in Panama City.

BE IT FURTHER RESOLVED, that the City Manager is directed to forward copies of this executed Resolution immediately to the Honorable Casey Rodgers, Chief Judge of the Northern District; the Honorable Ed Carnes, Chief Judge of the Eleventh Circuit; the state and federal legislators who also represent the people of the City, Bay County; the Bay County Chamber of Commerce Federal Courthouse Task Force; and to all others whom he may determine appropriate.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED UNANIMOUSLY in regular session this ____ day of _____, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

By: _____
Josie Strange, Vice Mayor

By: _____
John Reichard, Council Member

By: _____
Phil Chester, Council Member

By: _____
Hector Solis, Council Member

ATTEST:

Diane Fowler, City Clerk

CONSENT
AGENDA ITEM # 3

REGULAR ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
APRIL 27, 2017

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1411 REGULATING FIRES ON THE SANDY BEACH OF THE CITY.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

First reading of this ordinance was previously approved by the Council on April 13, 2017 with direction that beach bonfires be prohibited from May 1 through September 30.

The Ordinance amends Chapter 7 of the Code of Ordinance creating section 7-11 regulating fires on the sandy gulf beach within the City. The Ordinance allows propane or wood fires in elevated fire pits under certain conditions upon an approved application to the City Fire Department. It adds prohibition of fires from May 1 through September 30.

Staff recommends approval. If Council approves, a second reading of this Ordinance will be adopted and have an immediate effective date.

ORDINANCE NO. 1411

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, CREATING SECTION 11 OF CHAPTER 7 OF THE CITY CODE OF ORDINANCES ALLOWING FIRES ON THE SANDY BEACH WITH A PROPER PERMIT FROM THE CITY FIRE DEPARTMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the City Council finds that the safety, health, and welfare of the citizens of, and visitors to, Panama City Beach would be best protected by the regulation of recreational fires on the sandy gulf beach; and

WHEREAS, the Council finds that it is in the public's best interest to regulate fires on the sandy gulf beach.

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

SECTION 1. From and after the effective date of this ordinance, ARTICLES I of Chapter 7, BEACHES, BOATS, AND WATER SAFETY, of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

ARTICLE I. - IN GENERAL

Sec. 7-11. Fires.

(a) It shall be unlawful for any person to ignite or maintain, or participate in the maintenance of, a fire, bonfire or campfire on the sandy gulf beach, without a permit issued by the City Fire Department as provided herein and in accordance with rules set by the City Fire Department;

(1) No fires will be allowed between May 1 through September 30.

(2) No fires will be allowed within 200 feet of a marked turtle nest, within 50 feet of vegetation line or within 100 feet of any habitable structure.

(3) No fire permit using organic wood material shall be issued if wind conditions are greater than ten (10) miles per hour.

(4) No fire permit shall be issued if the National Weather Service, Florida Forest Service, or county has issued a red flag fire warning, a no burn order, or when the City Fire Department determines that the proposed fire will endanger the public health, safety, welfare, or other people or property.

(5) All permitted fires must occur between the hours of 5:00 p.m. and 12:00 a.m. The site shall be cleaned of all debris and restored to its natural condition by 12:00 a.m. It

shall be unlawful and a violation of this section for a person to fail to clean up after the fire has been extinguished. No debris from the fire may be deposited in any public garbage receptacle on the sandy beach.

(6) All permitted fires must be fueled solely by propane gas or organic wood material via an elevated fire pit not to exceed three (3) feet in diameter. Burning of any material other than organic wood material or propane shall be a violation of this Code.

(7) The permit holder shall be present at all times on the site and shall have the signed permit available for inspection.

(8) A maximum of ten (10) permits per day shall be issued on a first come first served basis.

(b) All persons desiring to obtain a one-time permit for a fire on public or private land within the area described herein above shall apply for a fire permit from the City Fire Department. All applications for fire permits shall set forth in detail the following

(1) Full name and address of the applicant;

(2) The date and time the fire is to be set;

(3) The fire pit or container to be used;

(4) The specific location of the fire;

(5) Written consent of any upland private property owner(s);

(6) The safeguards to be taken to protect the public and other property from injury including fire control equipment to be used on site; and

(7) Such other information as may be prescribed by the City Fire Department.

(8) If burning organic wood material, the permit holder must supply a receptacle suitable for depositing any remains of the fire.

(c) The fee for the issuance of the fire permit shall be fifty dollars (\$50) or an amount otherwise set by resolution of the City Council.

(d) Issuance of a permit by the City shall not excuse or relieve the applicant from any liability or responsibility for damages which may result from carelessness or neglect in setting, starting, looking after, or guarding a fire.

(e) Any violation of this section shall constitute a Class 2 infraction pursuant to section 7-502 of this chapter and be otherwise punishable under this Chapter and section 1-12 of this Code.

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

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

SECTION 4. SEVERABILITY. If any section, subsection, clause, phrase, or provision of

this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2017.

MAYOR

Published in the _____ on the ____ day of _____, 2017.

Posted on pcbgov.com on the ____ day of _____, 2017.

REGULAR ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
4/27/17

3. REQUESTED MOTION/ACTION:
DIRECT STAFF ON ACTIONS TO TAKE TO FILL ONE SEAT ON THE AIRPORT AUTHORITY BOARD.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

Mr. Del Lee's term will be expiring on the Airport Authority Board June 30, 2017. He is eligible to serve for another four year term at the Council's appointment and has stated he would serve again at the Council's pleasure. If the Council directs that applications be taken, a sample is attached.

COMMITTEE VOLUNTEER
AIRPORT AUTHORITY BOARD APPLICATION
PLEASE PRINT

NAME: _____

HOME ADDRESS: _____

MAILING ADDRESS: _____

Home Phone: _____ Business Phone: _____ Cell: _____

How is it best to contact you during the day? _____

E-mail Address: _____ Fax Number: _____

Are you a registered voter in Bay County? Yes _____ No _____

Do you currently hold an elected or appointed public office? Yes _____ No _____

If yes, which one(s)? _____

Please list the names, addresses and types of businesses you own or operate within the County that make you eligible for this position.

Do you have any relatives employed or contracted by the City of Panama City Beach or Bay County?

If yes, please explain: _____

Airport Authority (Panama City-Bay County Airport & Industrial District Board) meets the last Wednesday of each month at 9AM at the Board Room of the terminal Building at the Airport. This is a four year term.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Airport Authority Board in a voluntary capacity.

Signature of Applicant

Date

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to jsmith@pcb.gov or via fax at (850) 233-5108. Closing Date for applications is _____ Council will make their choices _____ at their _____ meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcb.gov.

PLEASE ATTACH RESUME TO APPLICATION.

AGENDA ITEM # 2

Select Year:

The 2016 Florida Statutes

Title X
PUBLIC OFFICERS, EMPLOYEES,
AND RECORDS

Chapter 112
PUBLIC OFFICERS AND EMPLOYEES:
GENERAL PROVISIONS

View Entire
Chapter

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(1) **DEFINITION.**—As used in this section, unless the context otherwise requires, the term “public officer” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

(2) **SOLICITATION OR ACCEPTANCE OF GIFTS.**—No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

(3) **DOING BUSINESS WITH ONE’S AGENCY.**—No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer’s or employee’s spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer’s or employee’s own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator’s place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- (a) October 1, 1975.
- (b) Qualification for elective office.
- (c) Appointment to public office.
- (d) Beginning public employment.

(4) **UNAUTHORIZED COMPENSATION.**—No public officer, employee of an agency, or local government attorney or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

AGENDA ITEM # 2

(5) **SALARY AND EXPENSES.**—No public officer shall be prohibited from voting on a matter affecting his or her salary, expenses, or other compensation as a public officer, as provided by law. No local government attorney shall be prevented from considering any matter affecting his or her salary, expenses, or other compensation as the local government attorney, as provided by law.

(6) **MISUSE OF PUBLIC POSITION.**—No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

(7) **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.**—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency shall not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

(8) **DISCLOSURE OR USE OF CERTAIN INFORMATION.**—A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

(9) **POSTEMPLOYMENT RESTRICTIONS; STANDARDS OF CONDUCT FOR LEGISLATORS AND LEGISLATIVE EMPLOYEES.**—

(a)1. It is the intent of the Legislature to implement by statute the provisions of s. 8(e), Art. II of the State Constitution relating to legislators, statewide elected officers, appointed state officers, and designated public employees.

AGENDA ITEM # 2

2. As used in this paragraph:

a. "Employee" means:

(I) Any person employed in the executive or legislative branch of government holding a position in the Senior Management Service as defined in s. 110.402 or any person holding a position in the Selected Exempt Service as defined in s. 110.602 or any person having authority over policy or procurement employed by the Department of the Lottery.

(II) The Auditor General, the director of the Office of Program Policy Analysis and Government Accountability, the Sergeant at Arms and Secretary of the Senate, and the Sergeant at Arms and Clerk of the House of Representatives.

(III) The executive director and deputy executive director of the Commission on Ethics.

(IV) An executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, analyst, or attorney of the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, Senate Minority Party Office, House Majority Party Office, or House Minority Party Office; or any person, hired on a contractual basis, having the power normally conferred upon such persons, by whatever title.

(V) The Chancellor and Vice Chancellors of the State University System; the general counsel to the Board of Governors of the State University System; and the president, provost, vice presidents, and deans of each state university.

(VI) Any person, including an other-personal-services employee, having the power normally conferred upon the positions referenced in this sub-subparagraph.

b. "Appointed state officer" means any member of an appointive board, commission, committee, council, or authority of the executive or legislative branch of state government whose powers, jurisdiction, and authority are not solely advisory and include the final determination or adjudication of any personal or property rights, duties, or obligations, other than those relative to its internal operations.

c. "State agency" means an entity of the legislative, executive, or judicial branch of state government over which the Legislature exercises plenary budgetary and statutory control.

3.a. No member of the Legislature, appointed state officer, or statewide elected officer shall personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or member for a period of 2 years following vacation of office. No member of the Legislature shall personally represent another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals or in settlement negotiations after the filing of a lawsuit.

b. For a period of 2 years following vacation of office, a former member of the Legislature may not act as a lobbyist for compensation before an executive branch agency, agency official, or employee. The terms used in this sub-subparagraph have the same meanings as provided in s. 112.3215.

4. An agency employee, including an agency employee who was employed on July 1, 2001, in a Career Service System position that was transferred to the Selected Exempt Service System under chapter 2001-43, Laws of Florida, may not personally represent another person or entity for compensation before the agency with which he or she was employed for a period of 2 years following vacation of position, unless employed by another agency of state government.

5. Any person violating this paragraph shall be subject to the penalties provided in s. 112.317 and a civil penalty of an amount equal to the compensation which the person receives for the prohibited conduct.

6. This paragraph is not applicable to:
- A person employed by the Legislature or other agency prior to July 1, 1989;
 - A person who was employed by the Legislature or other agency on July 1, 1989, whether or not the person was a defined employee on July 1, 1989;
 - A person who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994;
 - A person who has reached normal retirement age as defined in s. 121.021(29), and who has retired under the provisions of chapter 121 by July 1, 1991; or
 - Any appointed state officer whose term of office began before January 1, 1995, unless reappointed to that office on or after January 1, 1995.

(b) In addition to the provisions of this part which are applicable to legislators and legislative employees by virtue of their being public officers or employees, the conduct of members of the Legislature and legislative employees shall be governed by the ethical standards provided in the respective rules of the Senate or House of Representatives which are not in conflict herewith.

(10) EMPLOYEES HOLDING OFFICE.—

(a) No employee of a state agency or of a county, municipality, special taxing district, or other political subdivision of the state shall hold office as a member of the governing board, council, commission, or authority, by whatever name known, which is his or her employer while, at the same time, continuing as an employee of such employer.

(b) The provisions of this subsection shall not apply to any person holding office in violation of such provisions on the effective date of this act. However, such a person shall surrender his or her conflicting employment prior to seeking reelection or accepting reappointment to office.

(11) PROFESSIONAL AND OCCUPATIONAL LICENSING BOARD MEMBERS.—No officer, director, or administrator of a Florida state, county, or regional professional or occupational organization or association, while holding such position, shall be eligible to serve as a member of a state examining or licensing board for the profession or occupation.

(12) EXEMPTION.—The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(a) Within a city or county the business is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods or services within the city or county.

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of

the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

(c) The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.

(d) An emergency purchase or contract which would otherwise violate a provision of subsection (3) or subsection (7) must be made in order to protect the health, safety, or welfare of the citizens of the state or any political subdivision thereof.

(e) The business entity involved is the only source of supply within the political subdivision of the officer or employee and there is full disclosure by the officer or employee of his or her interest in the business entity to the governing body of the political subdivision prior to the purchase, rental, sale, leasing, or other business being transacted.

(f) The total amount of the transactions in the aggregate between the business entity and the agency does not exceed \$500 per calendar year.

(g) The fact that a county or municipal officer or member of a public board or body, including a district school officer or an officer of any district within a county, is a stockholder, officer, or director of a bank will not bar such bank from qualifying as a depository of funds coming under the jurisdiction of any such public board or body, provided it appears in the records of the agency that the governing body of the agency has determined that such officer or member of a public board or body has not favored such bank over other qualified banks.

(h) The transaction is made pursuant to s. 1004.22 or s. 1004.23 and is specifically approved by the president and the chair of the university board of trustees. The chair of the university board of trustees shall submit to the Governor and the Legislature by March 1 of each year a report of the transactions approved pursuant to this paragraph during the preceding year.

(i) The public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) The public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency and:

1. The price and terms of the transaction are available to similarly situated members of the general public; and

2. The officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

(13) COUNTY AND MUNICIPAL ORDINANCES AND SPECIAL DISTRICT AND SCHOOL DISTRICT RESOLUTIONS REGULATING FORMER OFFICERS OR EMPLOYEES.—The governing body of any county or municipality may adopt an ordinance and the governing body of any special district or school district may adopt a resolution providing that an appointed county, municipal, special district, or school district officer or a county, municipal, special district, or school district employee may not personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or employee for a period of 2 years following vacation of office or termination of employment, except for the purposes of collective bargaining. Nothing in this section may be construed to prohibit such ordinance or resolution.

(14) LOBBYING BY FORMER LOCAL OFFICERS; PROHIBITION.—A person who has been elected to any county, municipal, special district, or school district office may not personally represent another person

or entity for compensation before the government body or agency of which the person was an officer for a period of 2 years after vacating that office. For purposes of this subsection:

(a) The “government body or agency” of a member of a board of county commissioners consists of the commission, the chief administrative officer or employee of the county, and their immediate support staff.

(b) The “government body or agency” of any other county elected officer is the office or department headed by that officer, including all subordinate employees.

(c) The “government body or agency” of an elected municipal officer consists of the governing body of the municipality, the chief administrative officer or employee of the municipality, and their immediate support staff.

(d) The “government body or agency” of an elected special district officer is the special district.

(e) The “government body or agency” of an elected school district officer is the school district.

(15) ADDITIONAL EXEMPTION.—No elected public officer shall be held in violation of subsection (7) if the officer maintains an employment relationship with an entity which is currently a tax-exempt organization under s. 501(c) of the Internal Revenue Code and which contracts with or otherwise enters into a business relationship with the officer’s agency and:

(a) The officer’s employment is not directly or indirectly compensated as a result of such contract or business relationship;

(b) The officer has in no way participated in the agency’s decision to contract or to enter into the business relationship with his or her employer, whether by participating in discussion at the meeting, by communicating with officers or employees of the agency, or otherwise; and

(c) The officer abstains from voting on any matter which may come before the agency involving the officer’s employer, publicly states to the assembly the nature of the officer’s interest in the matter from which he or she is abstaining, and files a written memorandum as provided in s. 112.3143.

(16) LOCAL GOVERNMENT ATTORNEYS.—

(a) For the purposes of this section, “local government attorney” means any individual who routinely serves as the attorney for a unit of local government. The term shall not include any person who renders legal services to a unit of local government pursuant to contract limited to a specific issue or subject, to specific litigation, or to a specific administrative proceeding. For the purposes of this section, “unit of local government” includes, but is not limited to, municipalities, counties, and special districts.

(b) It shall not constitute a violation of subsection (3) or subsection (7) for a unit of local government to contract with a law firm, operating as either a partnership or a professional association, or in any combination thereof, or with a local government attorney who is a member of or is otherwise associated with the law firm, to provide any or all legal services to the unit of local government, so long as the local government attorney is not a full-time employee or member of the governing body of the unit of local government. However, the standards of conduct as provided in subsections (2), (4), (5), (6), and (8) shall apply to any person who serves as a local government attorney.

(c) No local government attorney or law firm in which the local government attorney is a member, partner, or employee shall represent a private individual or entity before the unit of local government to which the local government attorney provides legal services. A local government attorney whose contract with the unit of local government does not include provisions that authorize or mandate the use of the law firm of the local government attorney to complete legal services for the unit of local government shall not recommend or otherwise refer legal work to that attorney’s law firm to be completed for the unit of local government.

(17) BOARD OF GOVERNORS AND BOARDS OF TRUSTEES.—No citizen member of the Board of Governors of the State University System, nor any citizen member of a board of trustees of a local constituent university, shall have or hold any employment or contractual relationship as a legislative lobbyist requiring annual registration and reporting pursuant to s. 11.045.

History.—s. 3, ch. 67-469; s. 2, ch. 69-335; ss. 10, 35, ch. 69-106; s. 3, ch. 74-177; ss. 4, 11, ch. 75-208; s. 1, ch. 77-174; s. 1, ch. 77-349; s. 4, ch. 82-98; s. 2, ch. 83-26; s. 6, ch. 83-282; s. 14, ch. 85-80; s. 12, ch. 86-145; s. 1, ch. 88-358; s. 1, ch. 88-408; s. 3, ch. 90-502; s. 3, ch. 91-85; s. 4, ch. 91-292; s. 1, ch. 92-35; s. 1, ch. 94-277; s. 1406, ch. 95-147; s. 3, ch. 96-311; s. 34, ch. 96-318; s. 41, ch. 99-2; s. 29, ch. 2001-266; s. 20, ch. 2002-1; s. 894, ch. 2002-387; s. 2, ch. 2005-285; s. 2, ch. 2006-275; s. 10, ch. 2007-217; s. 16, ch. 2011-34; s. 3, ch. 2013-36.

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AGENDA ITEM # 2

REGULAR ITEM #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

April 27, 2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council begin discussing whether or not to require undergrounding of utilities in existing neighborhoods.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

This issue was mentioned at the recent City Council - Planning Board workshop. Section 4.02.03.E of the Land Development Code establishes a requirement that utilities shall be buried along the Scenic Corridors and Section 4.03.02.B.3.b requires underground utilities in new subdivisions but there is not a requirement for undergrounding of utilities in existing neighborhoods. The Planning Board considered this issue at their March 13, 2017 meeting and recommended (5 - 2) that if the City Council wishes to pursue the matter, then the following is preferred:

Underground utilities shall be required in existing subdivisions for new construction of a dwelling or when remodeling/renovations exceed 50% of the structure's assessed value.

REGULAR ITEM #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

April 27, 2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council begin discussing the issue of outdoor display areas for commercial properties and decide if the list of approved items should be expanded.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

This issue was mentioned at the recent City Council - Planning Board workshop. Section 7.02.03.G and Tables 7.02.03.F & G of the Land Development Code establishes a limited number and type of front yard displays. However, most commercial businesses along Front Beach Road have outdoor display areas such as floats, propane tanks, shirts, drink machines, atms...etc. Section 7.02.03 of the LDC could be amended to permit a limited amount of outdoor display. Attached are pictures of some examples provided by Code Enforcement.

This issue has mostly been a problem along Front Beach Road, South Thomas Drive and Thomas Drive. The Planning Board considered this issue at their March 13, 2017 meeting and recommended (7 - 0) that if the City Council wishes to pursue the matter, then the following is preferred:

1. Outdoor display areas shall be limited to 20% of Building Frontage of the Premises (rounded up to the next 10);
2. Building Frontages of 200 linear feet or greater are permitted to have two display areas which sum will not exceed that allowed for the Building Frontage;
3. If a Building Frontage contains more than one establishment, each establishment will be calculated independently.

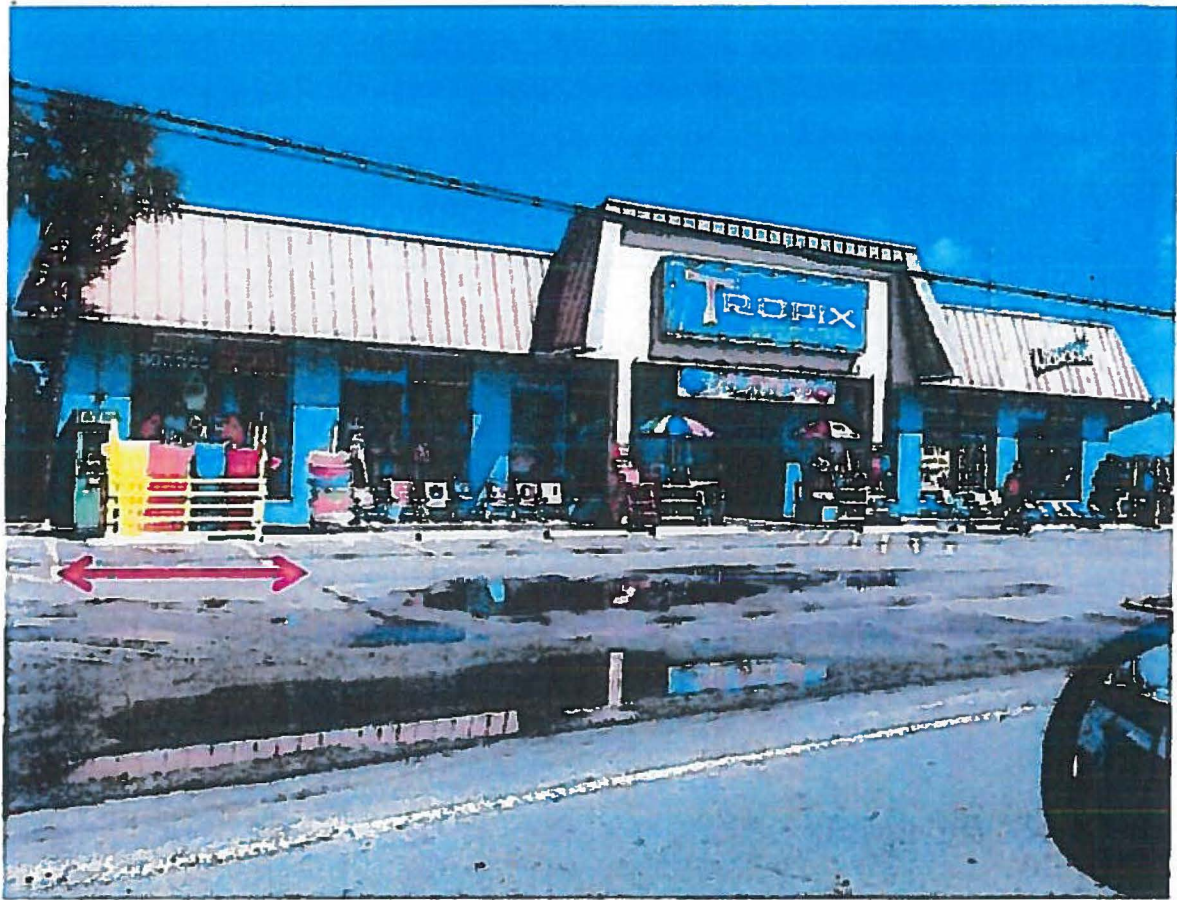


Currently 67% of the store front

Store Front Percentages



Proposed 10%



Proposed 10%