

PANAMA CITY BEACH CITY COUNCIL AGENDA

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

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

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- COUNCILMAN REICHARD
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN REICHARD
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE REGULAR MINUTES OF JUNE 8, JUNE 22, AND JULY 13, AND SPECIAL MEETING CAPITAL IMPROVEMENTS PLAN WORKSHOP OF JUNE 30, 2017
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATION- COUNCILMAN REICHARD
1 DONATED EMS EQUIPMENT TO FIRE DEPARTMENT
- VIII. PUBLIC COMMENTS-REGULAR & CONSENT ITEMS ONLY (Limited to Three Minutes)
- IX. **CONSENT AGENDA**
 - 1 **ORDER 01-RZ-17 AND FINDING OF FACTS FOR THE APPROVAL OF THE FORTUNA INVESTMENTS REZONING.** *"After receiving testimony and reviewing the exhibits produced during the Quasi-Judicial Hearing on July 13, 2017, the City Council orders that the subject rezoning request is hereby GRANTED and the captioned Ordinance 1418 shall be ADOPTED."*
 - 2 **ORDER 03-PL-17 AND FINDING OF FACTS FOR THE APPROVAL OF THE PARKSIDE PCB PLAT.** *"After receiving testimony and reviewing the exhibits produced during the Quasi-Judicial Hearing on July 13, 2017, the City Council orders that the subject request to subdivide the land is hereby GRANTED and the captioned plat of PARKSIDE PCB is hereby APPROVED."*
 - 3 **RESOLUTION 17-109, CRI ENGAGEMENT LETTER FY 2017 AUDIT.** *"A Resolution approving and authorizing execution of an Agreement with Carr, Riggs & Ingram, LLC, for the annual audit and evaluation of the City's Financial Statements for Fiscal Year ending 9/30/17 in the amount of \$103,000."*
 - 4 **RESOLUTION 17-111, "PANAMA CITY BEACH MARATHON" ROAD USAGE.** *"A Resolution of the City of Panama City Beach, Florida, related to the "Panama City Beach Marathon" authorizing extraordinary traffic control on portions of Front Beach Road, South Thomas Drive, Thomas Drive and Surf Drive on Saturday, December 2, 2017 for the Event."*
 - 5 **RESOLUTION 17-114, SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL, GRAND LAGOON.** *"A Resolution of the City of Panama City Beach, Florida, approving a Sovereignty Submerged Lands Easement Renewal with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, relating to the property on which the Joan Avenue Lift Station (LS #40) Discharge Force Main is located; and providing an effective date."*

E-mailed and/or Faxed to following interested parties on: 7/25/17, 3 P.M.

NEWS MEDIA

News Herald

Bullet

Channel 4

Channel 7

Channel 13

Comcast

WOW

WKGC

WLTG

Clear Channel

Powell Broadcasting

CONTACT

John Henderson

Linda Lucas

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)



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Fire

2. MEETING DATE:

07/27/2017

3. REQUESTED MOTION/ACTION:

Presentation of receiving the donation of a Medical response truck and trailer from Bay County

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)

The Fire Department has been donated a light rescue response truck and 30' enclosed trailer from Bay County Emergency Services. This asset was previously the Region 1 Mass Casualty Incident Unit for the State of Florida. The Fire Department has requested this asset for our special events previously and with the frequency of the events and our general nature of proximity to the Northwest Florida International Beaches airport, seemed only logical for us to receive the asset from the county for efficiency of response. This asset will provide immediate medical care for over 100 medical patients in a medium to large scale incident. We have agreed to respond county wide to any incident requiring the asset along with Bay County Emergency Services. This asset will provide much needed equipment and by it being donated, save the city in excess of \$150,000.00 for the truck, trailer and equipment. Bay County Chief Mark Bowen and Bay County EMS Chief Corky Young were instrumental in working with us in acquiring this asset as we all continue to strive to provide the best possible care to our citizens and visitors.

CONSENT AGENDA

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

LEGAL

2. MEETING DATE:

JULY 27, 2017

3. REQUESTED MOTION/ACTION:

APPROVE FORM OF ORDER FOR ORDINANCE 1418 REZONING

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)

REZONING ORDINANCES ARE TYPE II APPLICATIONS FOR WHICH A QUASI JUDICIAL HEARING IS REQUIRED BY LAW.

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

ON JULY 13, 2017, THE CITY HELD A QUASI JUDICIAL HEARING ON ORDINANCE 1418, ULTIMATELY ACTING TO APPROVE THE REZONING OF A .293 ACRE PARCEL OF LAND FROM CONSERVATION TO COMMERCIAL HIGH INTENSITY. AN ORDER RECITING THE FACTS AND LAW ARISING FROM THAT HEARING ARE ATTACHED FOR YOUR REVIEW.

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

CONSENT

AGENDA ITEM # 1

**CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH**

**IN RE: REQUEST TO REZONE .293 ACRES OF LAND FROM CONSERVATION
(C) TO COMMERCIAL HIGH INTENSITY (CH)
Submitted by Fortuna Investments, LLC
A portion of PARCEL NO. 34031-010-000
PROPERTY LOCATED at 11500 Hutchison Boulevard
PANAMA CITY BEACH, FLORIDA**

QUASI-JUDICIAL HEARING on ADOPTION of ORDINANCE 1418

01-RZ-17

ORDER

The **CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH**, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearings held on this matter on July 13, 2017, hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Upon original application of Robert Carroll, agent for Fortuna Investments and Land Holding, LLC, the owner of 21.8 acres of real property located at 11500 Hutchison Boulevard, Panama City Beach, FL, to rezone a 10' strip on the easternmost portion of such parcel from Conservation to Commercial High Intensity, the City's Planning Board held a properly advertised Quasi-Judicial Hearing to consider the request on May 8, 2017. At the conclusion of the hearing, the Board by a vote of 5 to 2 recommended approval of the request, which recommendation was incorporated into the Planning Board's Order, Finding of Fact and Conclusions of Law dated May 15, 2017.
2. The City Council held a first reading of the captioned ordinance embodying the request on June 8, 2017. The City Council held a properly advertised second reading and Quasi Judicial Hearing on the ordinance embodying the request on July 13, 2017, which the Applicant's agent did attend, and at which competent substantial evidence consisting of

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CONSENT
AGENDA ITEM # 1

- testimony and documentation was received. Public comment on the rezoning ordinance was invited but not received at this hearing.
3. The City Planner testified that the requested zoning designation is consistent in all respects with the City's Comprehensive Plan and that the request complies with all the procedural requirements of the City's Land Development Code.
 4. The City Planner testified the zoning designation requested would not result in an increase in impacts on local or state facilities, and was compatible with adjacent properties.
 5. Robert Carroll presented evidence that the requested zoning designation is in the public interest because it will maintain some buffer between the development of the parent parcel and the adjacent Palm Cove Subdivision.
 6. No evidence was presented to establish that maintaining the existing zoning classification with respect to the subject property will accomplish a legitimate public purpose.

CONCLUSIONS OF LAW

7. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 10.04.03 and 10.07.02 of the City's Land Development Code, the City Council has jurisdiction to conduct a quasi-judicial hearing on this matter and determine whether the request should be granted by adoption of the captioned ordinance.
8. The proposed rezoning request complies with all procedural requirements of the City's Land Development Code.
9. The requested rezoning designation is consistent with the City's comprehensive Plan.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject rezoning request is hereby **GRANTED** and accordingly, the captioned Ordinance shall be **ADOPTED**.

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

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CONSENT
AGENDA ITEM # 1

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

DONE this _____ day of _____, 20[]].

MAYOR MIKE THOMAS

ATTEST:

DIANE FLOYD, CITY CLERK

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CONSENT
AGENDA ITEM # 1

CONSENT AGENDA

ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Legal

2. MEETING DATE:
7/27/2017

3. REQUESTED MOTION/ACTION:
Approve the Order for Parkside PCB.

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)

A quasi-judicial hearing was held on July 13, 2017 on the application by Parkside PCB Land Acq. LLC to replat and subdivide 3 lots of real property. The plat was approved by the Council at the conclusion of that hearing.

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

**CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH**

**IN RE: REQUEST TO SUBDIVIDE A PORTION OF SECTION 18, TOWNSHIP 3
SOUTH, RANGE 16 WEST
Owned by TAC PARKSIDE PCB LAND ACQ. LLC
PROPERTY LOCATED west of San Vincente Street and
south of Panama City Beach Parkway
PANAMA CITY BEACH, FLORIDA**

**QUASI-JUDICIAL HEARING
on
FINAL SUBDIVISION PLAT
OF PARKSIDE PCB**

03-PL-17

ORDER

The **CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH**, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on July 13, 2017, hereby makes the following Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. Upon original application of PARKSIDE PCB LAND ACQ. LLC. (the "Applicant"), the owner of 3 lots of real property located west of San Vincente Street and south of the Panama City Beach Parkway, to replat and to subdivide such land by final plat dated May, 2017, named Parkside PCB (the "Plat"),
2. On July 13, 2017, the City Council held a Quasi-Judicial Hearing on the Plat during which competent substantial evidence was received consisting of testimony and documentation from City Staff and the applicant. Public comment was invited but none received.

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CONSENT
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FINDINGS OF FACT

3. Notice of the July 13, 2017, hearing was properly given.
4. The subject property is located entirely within the corporate City limits.
5. The City has capacity to provide water and sewer service within the Subdivision.
6. The engineering plans and specs for the Subdivision's Improvements appear technically sufficient.
7. The City intends and has sufficient resources to accept and maintain the easements shown and dedicated to the City on the Plat.
8. The title certificate of Calloway Title and Escrow, LLC showed that title to the lands included within the Plat is held by TAC Parkside PCB Land Acq. LLC and that there are no unsatisfied mortgages encumbering the lands platted.
9. The face of the plat contains the surveyor's certificate confirming that the plat was prepared in accordance with the requirements of Chapter 177.

CONCLUSIONS OF LAW

10. Pursuant to Section 177.071, Florida Statutes and Sections 10.04.03 and 10.07.02 of the City's Land Development Code, the City Council has jurisdiction to conduct a quasi-judicial hearing on this matter and determine whether to approve, approve with conditions or deny the plat, based exclusively upon whether the plat conforms to the requirements of law and the City's Land Development Code and Comprehensive Plan.
11. The City Engineer is qualified to express an opinion on the matters addressed herein related to the substance and minimal, technical sufficiency of the Improvements. Based upon the uncontradicted testimony of the City Engineer, the subdivision of land complies with all the applicable City regulations for subdivisions.
12. The City Planner is qualified to express an opinion on the matters addressed herein related to the City's Comprehensive Plan and Land Development Code. Based upon the uncontradicted testimony of the City Planner, the Subdivision of land complies with all procedural requirements of the City's Land Development Code and the subject subdivision of land is substantively compliant with the City's Comprehensive Plan and

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CONSENT
AGENDA ITEM #

2

the City's Land Development Code.

- 13. Based upon the uncontradicted certification on the face of the plat, the plat was prepared in accordance with the requirements of Chapter 177.

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

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

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

DONE this ____ day of July, 2017.

MIKE THOMAS, MAYOR

ATTEST:

DIANE FLOYD, CITY CLERK

ACCEPTED this ___ day of _____, 2017:

PARKSIDE PCB
By:
Its:

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CONSENT
AGENDA ITEM # 2

CONSENT AGENDA

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/LEGAL

2. MEETING DATE:
July 27, 2017

3. REQUESTED MOTION/ACTION:

Approval of engagement letter with Carr, Riggs & Ingram for the provision of auditing services for the fiscal year ending 9/30/17.

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)

Florida Statute 218.39 requires local government entities to have an annual financial audit of its accounts and records performed by an independent certified public accountant. The City's auditor, Carr, Riggs & Ingram, LLC, has presented an engagement letter to provide usch services for the fiscal year ending 09/30/17. The proposed fee for the audit services is \$103,000.00 which represents a reduction of 5% from the existing contract. The City's operating budget to be adopted for the fiscal year ending 09/30/18 includes the fee for audit services. Staff recommends that Council approve Carr, Riggs & Ingram, LLC to perform the audit for the fiscal year ending 09/30/17 for a fee of \$103,000.00.

CONSENT

AGENDA ITEM # 2

RESOLUTION 17-109

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH CARR RIGGS & INGRAM, LLC, FOR THE ANNUAL AUDIT AND EVALUATION OF THE CITY'S FINANCIAL STATEMENTS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2017, IN THE AMOUNT OF \$103,000.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Carr Riggs & Ingram, LLC, relating to the annual audit and evaluation of the City's financial statements for Fiscal Year ending September 30, 2017, in an amount not to exceed One Hundred Three Thousand Dollars (\$103,000), in substantially the form attached and presented to the Council today, draft dated June 30, 2017, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Floyd, City Clerk

CONSENT
AGENDA ITEM # _____

Resolution 17-109



Carr, Riggs & Ingram, LLC
14101 Panama City Beach Parkway
Suite 200
Panama City Beach, FL 32413

(850) 784-5733
(850) 784-4866 (fax)
www.cricpa.com

June 30, 2017

Mr. Mario Gisbert
City of Panama City Beach, Florida
110 South Arnold Road
Panama City Beach, Florida 32413

We are pleased to confirm our understanding of the services we are to provide City of Panama City Beach, Florida for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Panama City Beach, Florida as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Panama City Beach, Florida's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Panama City Beach, Florida's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Analysis of Funding Progress – Pension Trust Funds.
- 3) Schedule of Contributions from Employer and Other Entity's Contributions – Pension Trust Funds.
- 4) Schedule of Actuarial Considerations – Pension Trust Funds.
- 5) Schedules of Other Post – Employment Benefits (OPEB).

We have also been engaged to report on supplementary information other than RSI that accompanies City of Panama City Beach, Florida's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will

CONSENT
AGENDA ITEM #

provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Non-major Fund Financial Statements.
- 2) Schedule of Expenditures of Federal Awards and State Financial Assistance.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Council of City of Panama City Beach, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any

reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and

detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Panama City Beach, Florida's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Panama City Beach, Florida's major programs. The purpose of these procedures will be to express an opinion on City of Panama City Beach, Florida's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Panama City Beach, Florida in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. In addition we will complete our applicable portions of the Data Collection Form submitted to the Federal Audit Clearinghouse and the Annual Financial Report submitted to the Florida Department of Financial Services. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards,

and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to

evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 31, 2017.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide, including the applicable portions of the Data Collection Form and the Annual Financial Report. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs, & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or grantor agency pursuant to authority given it by law or regulation or its

designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs, & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Richard Moreira is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$103,000 for the fiscal year ending September 30, 2017, and thereafter upon mutual consent, the engagement may be renewed at a fee mutually agreed upon. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

We appreciate the opportunity to be of service to City of Panama City Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carr, Riggs & Ingram, LLC

Certified Public Accountants
Panama City Beach, Florida

RESPONSE:

This letter correctly sets forth the understanding of City of Panama City Beach, Florida.

Mario Gisbert, City Manager

CONSENT
AGENDA ITEM # 3

CONSENT AGENDA

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

JULY 27, 2017

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 17-111 for extraordinary traffic control on portions of Front Beach Road, South Thomas Drive, Thomas Drive, and Surf Drive on Saturday, December 2, 2017.

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)

The Panama City Beach Chamber is hosting the Panama City Beach Marathon which will be held on December 2, 2017.

The event necessitates careful traffic control and extraordinary usage of Front Beach Road, South Thomas Drive, Thomas Drive and Surf Drive in the corporate limits of Panama City Beach.

Staff recommends approval.

CONSENT
AGENDA ITEM #

4

RESOLUTION 17-111

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RELATED TO THE "PANAMA CITY BEACH MARATHON"; AUTHORIZING EXTRAORDINARY TRAFFIC CONTROL ON PORTIONS OF FRONT BEACH ROAD, SOUTH THOMAS DRIVE, THOMAS DRIVE, AND SURF DRIVE ON SATURDAY, DECEMBER 2, 2017 FOR THE EVENT.

WHEREAS, the Panama City Beach Chamber is hosting the Panama City Beach Marathon (the "Event") on Saturday, December 2, 2017 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of Front Beach Road, South Thomas Drive, Thomas Drive and Surf Drive in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that during the hours of 7:00 A.M. and 2:00 P.M. on Saturday, December 2, 2017, all vehicular traffic shall be rerouted or otherwise controlled on the eastbound lane of Front Beach Road, South Thomas Drive, Thomas Drive and Surf Drive east to the City limits, and the reciprocal path back be controlled in accordance with the attached maps which accompany this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED in special session of the Panama City Beach City Council this 27th day of July, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Floyd, City Clerk

Resolution 17-111
CONSENT
AGENDA ITEM # 4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD

- Instructions: 1. Obtain signatures of local law enforcement and city/county officials.
 2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.
 3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION Panama City Beach Chamber		PERSON IN CHARGE Kristopher McLane	DATE 7/17/17
ADDRESS OF ORGANIZATION 309 R. Jackson Blvd. Suite #101, PCB, FL 32401			TELEPHONE NUMBER (850)235-1159
TITLE OF EVENT Panama City Beach Marathon			
DATE OF EVENT 12/2/17	STARTING TIME OF EVENT 7:00 AM	DURATION OF EVENT (APPROX.) 7 HOURS	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) 2:00 PM
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. - INCLUDE MAPS) Start/finish: Pier Park (out: back course). South on Pier Park Dr. East on Front Beach Road / SR 30 ALT, continue East on S. Thomas Dr., CR 39 2. Follow route through St. Andrews State Park. Exit park heading west on Thomas Dr. Turn right on Benbow St., left/west on Beach Dr., right/north on Treasure Circle. Left/west on S. Lagoon Hlltop Ave,			
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES, INCLUDE MAPS) right/north on Mystic St., left/west on S. Lagoon, when S. Lagoon turns into Utes St. continue west on Joan Ave., turn left/west on Thomas Dr., continuing west on S. Thomas, then front Beach until back to finish at Pier Park			
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC.) (INCLUDE PRECINCT NO.) PCBPD & BCSO			
SPECIAL CONDITIONS Follows same course as Ironman Triathlon running on ce past Boardwalk Beach Resort.			
THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING			
LICENSED PYROTECHNICS OPERATOR _____		LICENSE NO. _____	
APPROVAL OF LOCAL FIRE DEPARTMENT _____			
LIABILITY INSURANCE CARRIER _____		POLICY EFFECTIVE DATE _____	
COVERAGE AMOUNT _____ (\$1,000,000 MINIMUM)			
LENGTH OF COVERAGE _____ DAYS			
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____			
ADDITIONAL LIABILITY INSURANCE AMOUNT _____ (\$5,000,000 MINIMUM)			
TYPED NAME AND TITLE (INCLUDE BADGE NO. IF APPROPRIATE)		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY	DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL		SIGNATURE OF CITY/COUNTY OFFICIAL	DATE SIGNED

AUTHORITIES: CHAPTER 14-85, FLORIDA ADMINISTRATIVE CODE: RULES OF THE DEPARTMENT OF TRANSPORTATION - TEMPORARY CLOSING AND SPECIAL USE OF STATE ROADS, SECTIONS 337.408(1), 498.06 AND 318.008, FLORIDA STATUTES.

CONSENT
 AGENDA ITEM # 4

The Permittee, shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agents, employees, or subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Permittee nor any of its subcontractors will be liable under this Article for damages arising out of the injury or damage to persons or property directly caused or resulting from the SOLE negligence of the Department or any of its officers, agents or employees.

Contractor's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Contractor. Contractor's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Department SOLELY negligent shall excuse performance of this provision by Contractor. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Contractor of a claim shall not release Contractor of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend and save harmless the State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.

During the event, all safety regulations of the Department shall be observed and the holder must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices (MUTCD), as amended, and the Department's latest Roadway and Traffic Design Standards.

In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the Department.

Submitted by: X Kristopher McLane
Permittee

Place Corporate Seal

X Kristopher McLane President/CEO Allen Adams
Signature and Title Attested

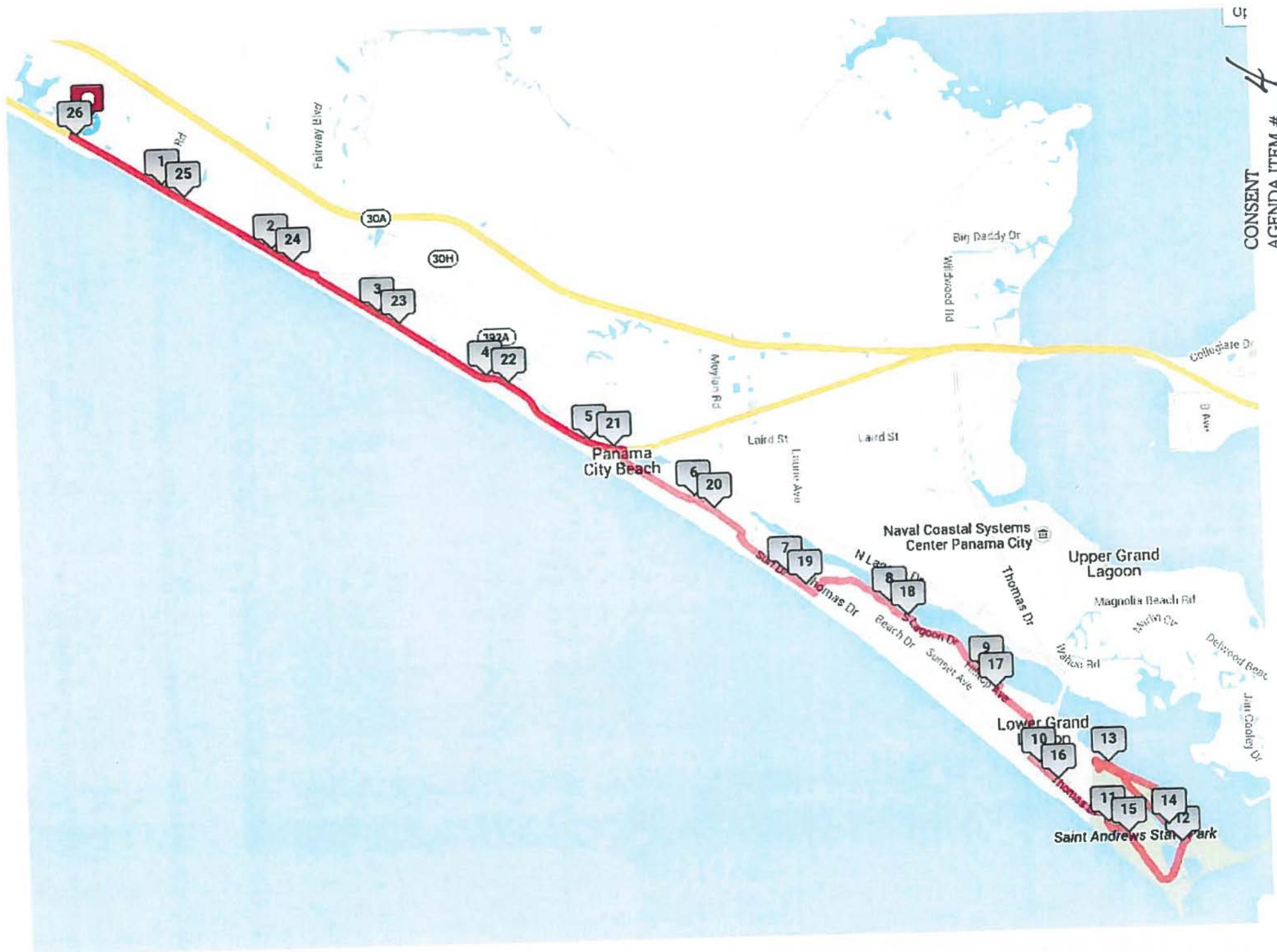
Department of Transportation Approval: This Request is Hereby Approved

Recommended for approval _____ Title _____ Date _____

Approved by: _____ Date _____
District Secretary or Designee

- DISTRIBUTION: Original - Permittee
1st copy - District Maintenance Office
2nd copy - Local Maintenance Engineer

CONSENT
AGENDA ITEM # 4



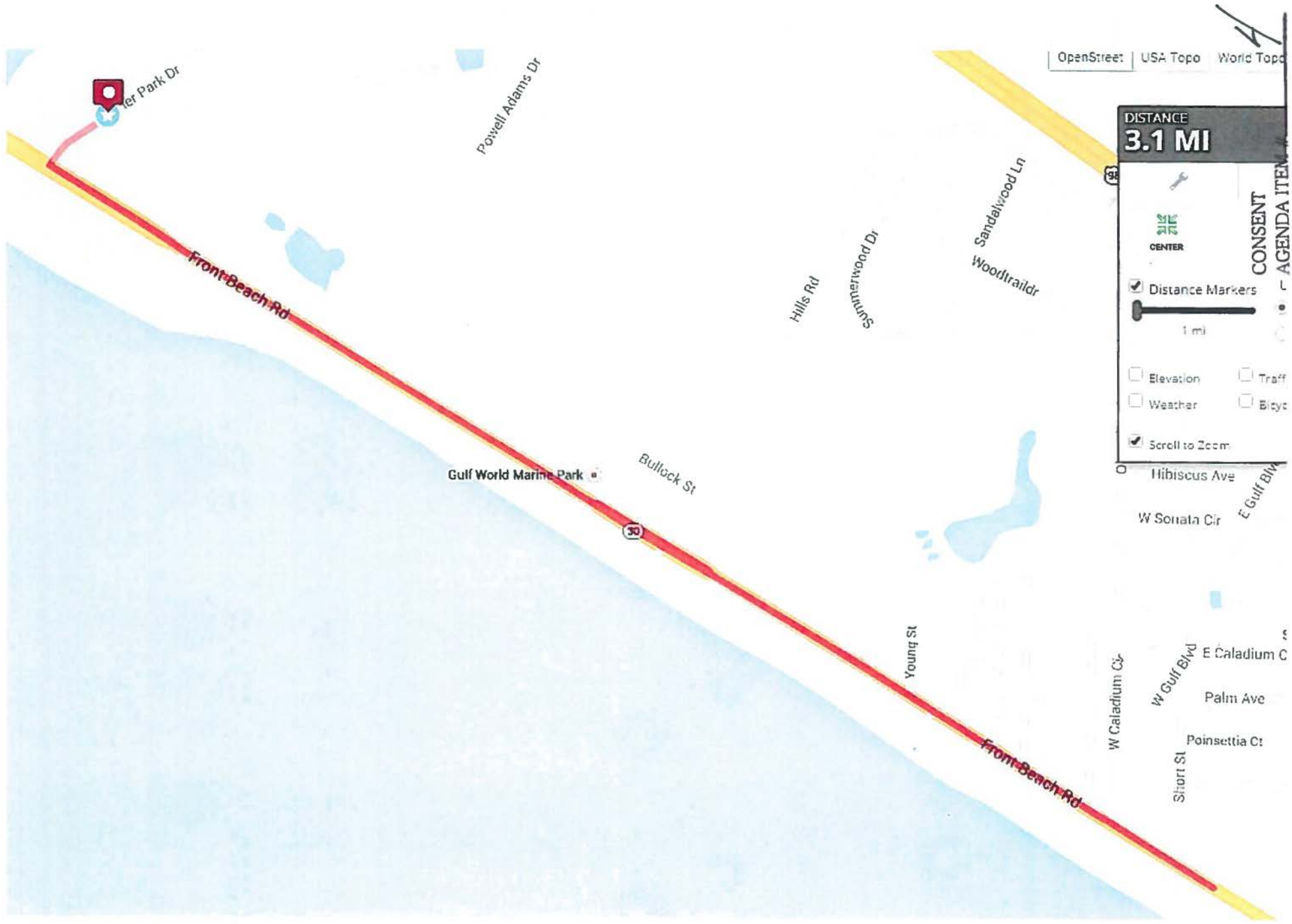
DISTANCE
13.1

- CENTER
- Distance
- Elevation
- Weather
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CONSENT
AGENDA ITEM #

[Handwritten signature]



OpenStreet | USA Topo | World Topo

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CONSENT AGENDA ITEM

CENTER

Distance Markers

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Scroll to Zoom

Hibiscus Ave

W Sorata Cir

E Caladium C

Palm Ave

Poinsettia Ct

Short St

W Caladium Cir

W Gulf Blvd

E Gulf Blvd

Jo Smith

From: Helen Adami <helen@pcbeach.org>
Sent: Tuesday, July 18, 2017 2:34 PM
To: Jo Smith
Subject: Request
Attachments: PCBMarathonRoadClosureRequest.pdf

Jo,

Please see attached, our request for *temporary closing/special use of a state road* for our Panama City Beach Marathon on December 2, 2017.

Please let me know if you have any questions. Thank you!



Helen Adami

Director of Events
Panama City Beach Chamber of Commerce
p: 850 235 1159
f: 850 235 2301
a: 309 R. Jackson Blvd. Ste. 101, PCB, FL 32407
w: pcbeach.org



PANAMA CITY BEACH CHAMBER
GOLF CLASSIC
17TH ANNUAL
SPONSORED BY
COMMUNITY BANK

SEPTEMBER 29
HOMBRE GOLF CLUB
PCBEACH.ORG/GOLF

beer. food. golf.
(And YETIs)

CONSENT AGENDA

ITEM 5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

July 27, 2017

3. REQUESTED MOTION/ACTION:

Approve the renewal of a 50 year term submerged land easement with the State of Florida for a Utilities System pipeline.

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)

One of the City's primary wastewater pumping station sites is located on Joan Avenue just south of the Grand Lagoon crossing. The discharge pipeline, carrying flow from the station to the City Wastewater Treatment Plant, crosses underneath the lagoon. An existing submerged land lease with the State of Florida authorizing the installation has expired. A new 50 year lease has been prepared by the Florida Department of Environmental Protection (FDEP) for the City to sign and return. Staff has reviewed the proposed lease and recommends that the City Council approve the form of lease and authorize the City Manager to execute the document on the City's behalf. Once the executed instrument is received by FDEP, the Department will finalize execution and return a completed instrument to the City for its records and for recording. There are no costs associated with the renewal other than legal review and recording of the final document.

WHY - To approve the form of easement and authorize the City Manager to execute the document on the City's behalf.

WHAT - To allow a critical utility system asset to remain in service.

CONSENT
AGENDA ITEM # 5

RESOLUTION 17-114

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL WITH BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, RELATING TO THE PROPERTY ON WHICH THE JOAN AVENUE LIFT STATION (LS #40) DISCHARGE FORCE MAIN IS LOCATED; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Sovereignty Submerged Lands Easement Renewal between the City and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, relating to the property on which the Joan Avenue Lift Station (LS #40) discharge force main is located, 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 Floyd, City Clerk

5

This Instrument Prepared By:
Delbert Harvey
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399
ID# 25202

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL

EASEMENT NO. 26507(3445-03)
BOT FILE NO. 030749651

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to City of Panama City Beach, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 06, Township 04 South,
~~Range 10 West, in Bay County, as is more particularly described~~
and shown on Attachment A, dated April 16, 1984.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from September 21, 2014, the effective date of this easement, through September 20, 2064. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for the installation and maintenance of a wastewater force main. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

[45]

CONSENT
AGENDA ITEM # 5

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement, which do not arise out of or result from the negligent acts of omissions of Grantor.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this easement to be executed on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BY: _____(SEAL)
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was solemnly signed before me this _____ day of _____, 2016, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

James H. Hines 2/11/16
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

CITY OF PANAMA CITY BEACH

(SEAL)

Original Signature

BY: _____
Mario Gisbert, City Manager

Print/Type Witness Name

Original Signature

"GRANTEE"

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Mario Gisbert, as City Manager, City of Panama City Beach on behalf of the City of Panama City Beach. He is personally known to me.

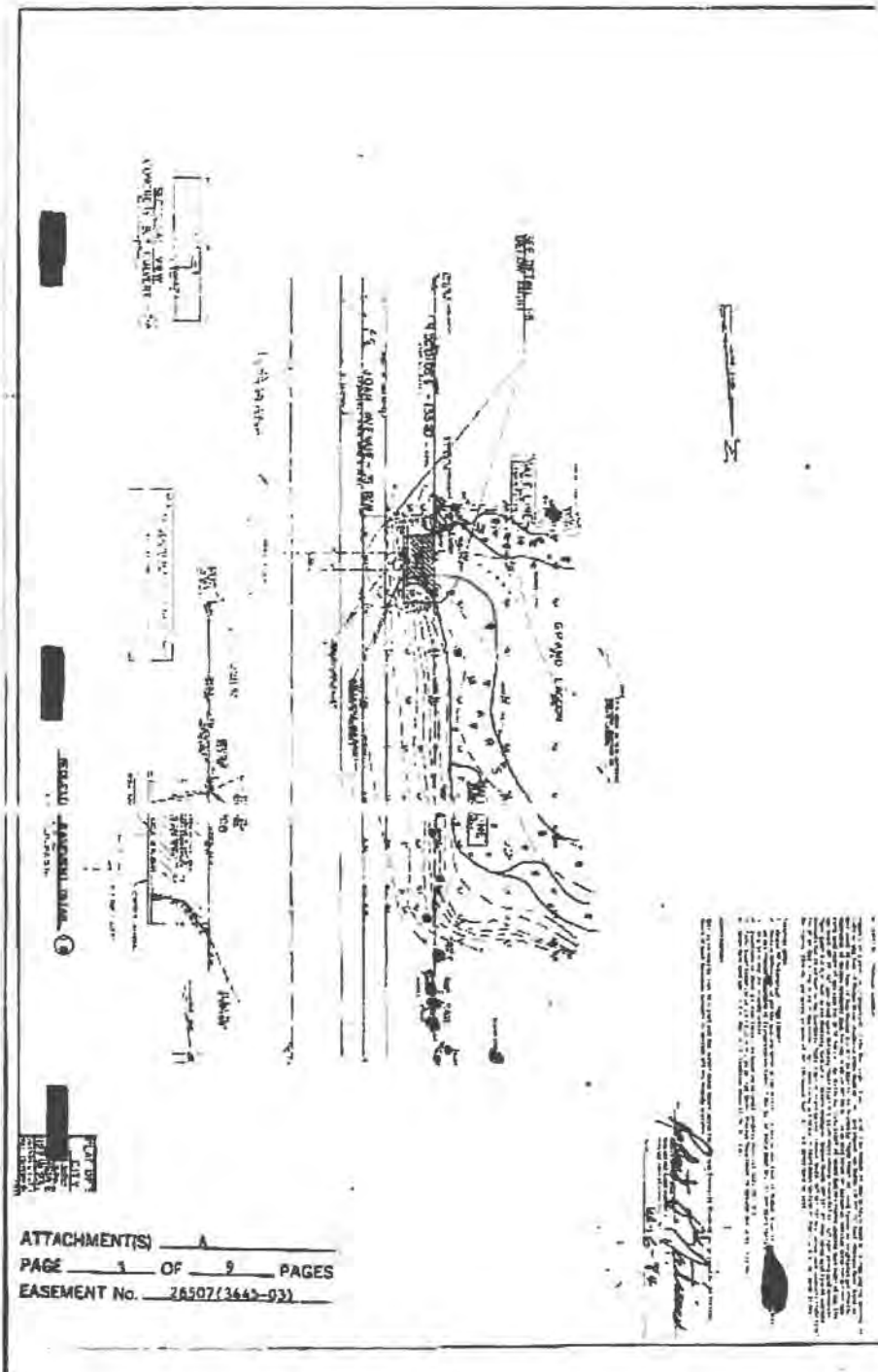
Notary Public, State of Florida

Print/Type Notary Name

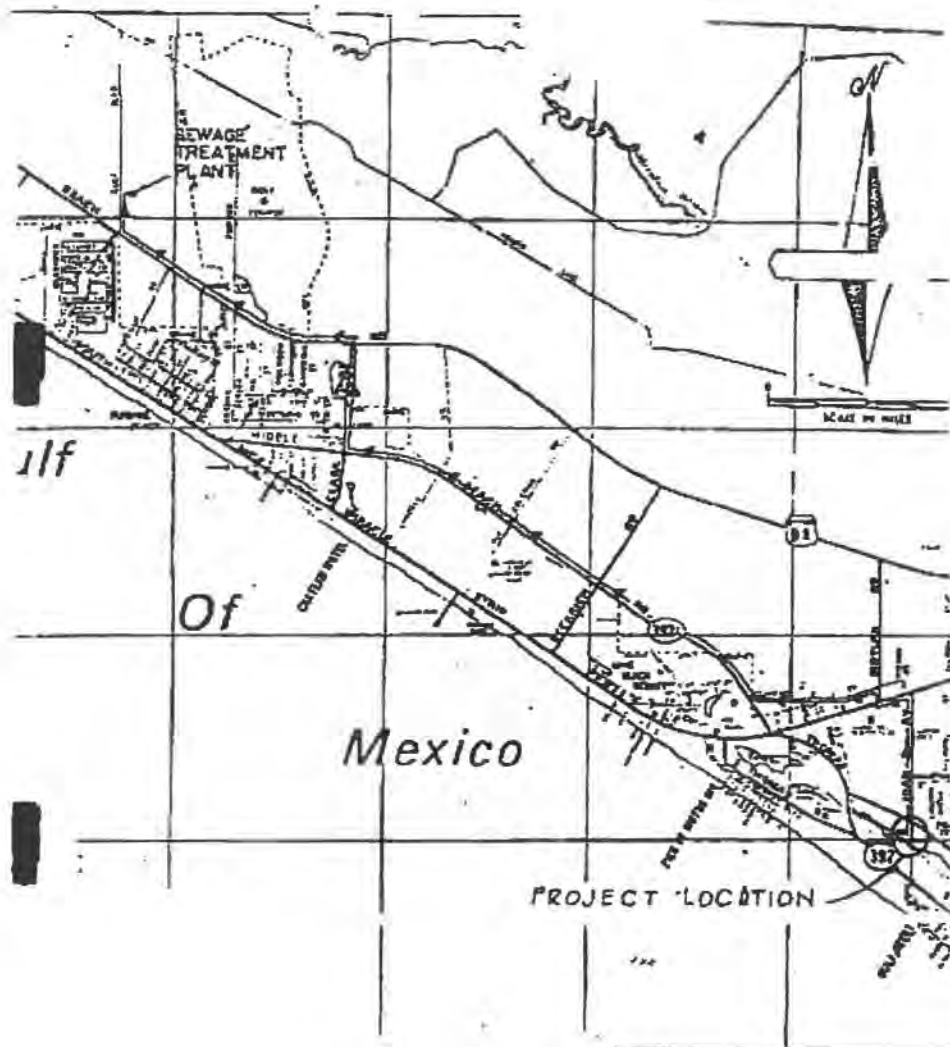
My Commission Expires: _____

Commission/Serial No. _____

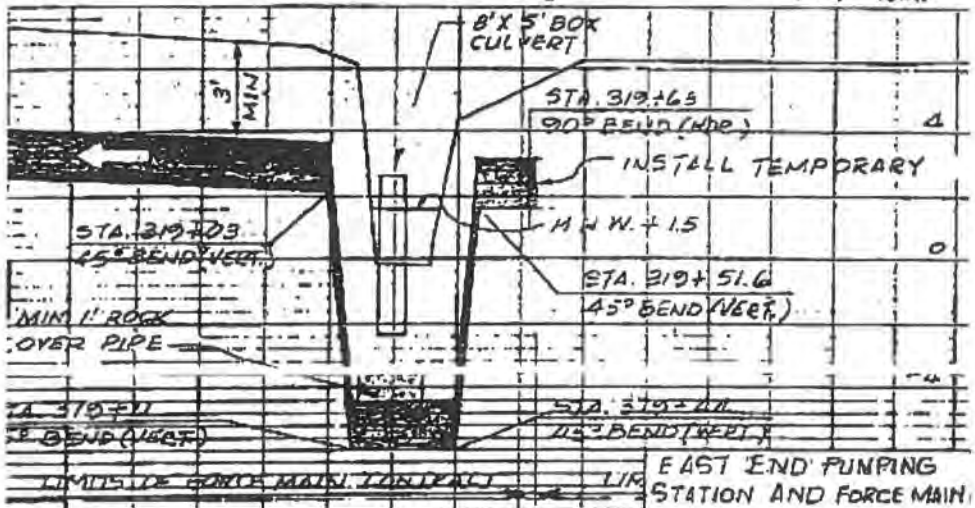
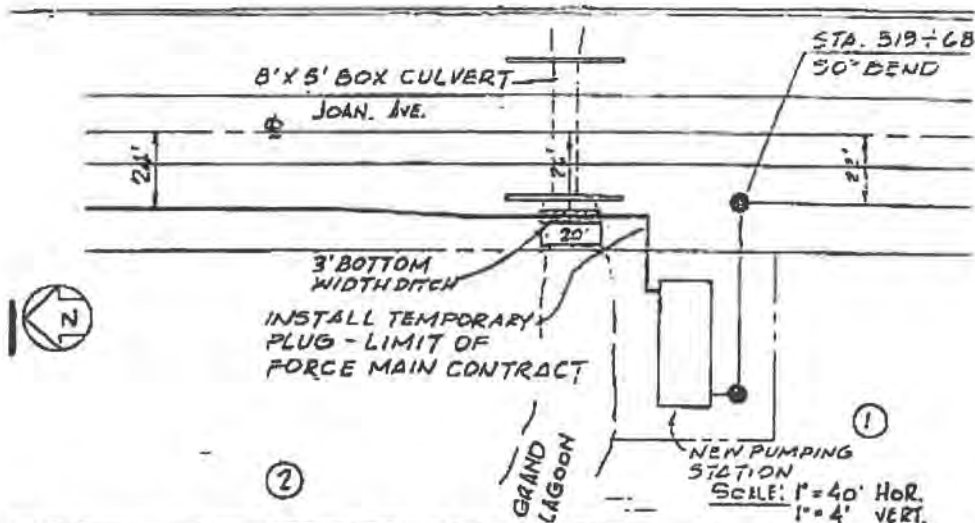
EXHIBIT "A"



ATTACHMENT(S) A
PAGE 1 OF 9 PAGES
EASEMENT No. 26507(3445-03)



EAST END PUMPING
STATION AND FORCE MAIN
CITY OF
PANAMA CITY BEACH, FL
FLOOD
ENGINEERS-ARCHITECT-PLANNER
6501 ARLINGTON EXPRESSW.
JACKSONVILLE, FLORIDA, 3221



PLAN & PROFILE



CITY OF
NAMÃ CITY BEACH, FLA.
FLOOD
ENGINEERS-ARCHITECTS-PLANNERS
501 ARLINGTON EXPRESSWAY
JACKSONVILLE, FLORIDA 32211

5

CONSENT AGENDA

ITEM 6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA/Kelly Jenkins

2. MEETING DATE:

07/27/2017

3. REQUESTED MOTION/ACTION:

Approve the license agreement between the City and Majestic Beach Resort Community Association Inc. for landscape and irrigation maintenance adjacent to their property.

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)

City staff has been meeting with the Majestic Beach Resort Community Association to come to an agreement for the Majestic to have a license within the City right-of-way on Front Beach Road CRA Segment 2. The purpose of this license is so the Majestic can maintain the newly planted landscaping as well as the newly installed irrigation that will be in the City right-of-way adjacent to their buildings on both the south and north sides of Front Beach Road (see Exhibit A). In addition, they will be using their existing City potable irrigation water tie in connections as shown in Exhibit B as opposed to utilizing the well water that is the main source of irrigation for the remainder of the landscaping throughout the CRA Segment 2 corridor. The license agreement is attached for your use.

CONSENT
AGENDA ITEM # 6

RESOLUTION 17-115

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING LICENSING AGREEMENT WITH MAJESTIC BEACH RESORT COMMUNITY ASSOCIATION, INC. RELATED TO THE MAINTENANCE OF LANDSCAPING AND IRRIGATION WITHIN THE CITY'S RIGHT-OF-WAY ON FRONT BEACH ROAD CRA SEGMENT 2, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City of Panama City Beach, Florida that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain License Agreement between the City and Majestic Beach Resort Community Association, Inc. relating to the maintenance of landscaping and irrigation within the City's Road Right-of-Way on Front Beach Road CRA Segment 2, on substantially the terms and conditions set forth in the agreement attached hereto as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

This Resolution shall 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.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Floyd, City Clerk

**MAJESTIC LANDSCAPE AND IRRIGATION
LICENSE AGREEMENT**

THIS MAJESTIC LANDSCAPE AND IRRIGATION LICENSE AGREEMENT (this ALicense@) is made this ____ day of _____, 2017, by and between **MAJESTIC BEACH RESORT COMMUNITY ASSOCIATION, INC.**, a Florida corporation (ALicensee@), with an address for notices of 11212 Front Beach Road, Panama City Beach, FL 32407, and the **CITY OF PANAMA CITY BEACH, FLORIDA** (ALicensors@ or ACity@), with an address for notices of 110 S. Arnold Road, Panama City Beach, FL 32413.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of License.** Licensor hereby grants Licensee, its agents, licensees and its invitees a non-exclusive, revocable license across the License Area depicted in Exhibit A attached hereto and incorporated herein, and as more particularly described below, for the sole purpose of maintaining landscaping which may be located in the City's right-of-way lying adjacent to Licensee's property. The License Area is located on both the south and north side of Front Beach Road adjacent to Licensee's property. More specifically, the License Area consists of the area between (i) Licensee's real property at 10811 Front Beach Road, 10900 Front Beach Road, and 10901 Front Beach Road and (ii) the nearest street curb on Front Beach Road or Leary Drive that is parallel to Licensee's property line and which curb may be relocated at Licensor's discretion.

2. **Term.** The term of this License is twenty years, unless sooner terminated in either party's unfettered discretion as hereunder provided.

3. **Use.** The License Area may be used by Licensee solely for installing, maintaining, repairing, replacing and accessing landscaping, natural vegetation and sprinklers, as the same shall be located or relocated by said City, upon, over and across the License Area. Licensee shall, at its expense and at all times during the Term, maintain the License Area in a clean, neat and safe condition, and shall remove any trash, litter or debris in the License Area. As part of its current right-of-way upgrade, the City intends to install the irrigation heads, valves, wiring, and related equipment that the City previously planned for this area, but at Licensee's request will connect the new irrigation equipment to Licensee's potable water system instead of to well water that will be used to irrigate other nearby locations in the right-of-way. Irrigation meters and wire tie in locations will be as provided on Exhibit B, attached hereto and incorporated herein. Licensee will responsible for the cost of potable water at the City's standard rates, as may be adjusted from time to time. Licensee shall have no other right to alter existing improvements or make any improvements to the License Area without the City's prior consent. Licensee understands that Licensor is in the process of upgrading the right-of-way in and around the License Area and Licensee agrees that Licensor shall not be liable

for any damage or removal of landscaping and vegetation as part of that right-of-way upgrade project. Furthermore, Licensor shall not be liable for future damage or removal of landscaping that occurs as part of any street or sidewalk maintenance or construction project, utilities maintenance or construction project, or any similar projects.

4. **Backflow Preventers.** As part of its current right-of-way upgrade, Licensor will be excavating the area where Licensee's irrigation backflow preventers are located. Licensor will relocate or replace these irrigation backflow preventers at its own cost. Thereafter, Licensee shall be responsible for all costs of maintenance or replacement.

5. **Indemnification.** Licensee does hereby agree to indemnify, defend and hold harmless Licensor and its employees, agents and representatives, harmless from any loss, damage, injury, claim, liability, demand, cost and expense (including legal expense) arising out of or connected with the use of the License Area.

6. **Termination.** Either party may terminate this License by giving the other party ninety (90) days written notice of such termination. Upon the ninetieth day after receipt of such notice of termination, this License shall be deemed terminated and of no further force and effect, it being understood by the parties that this is a revocable license.

7. Nothing herein shall be construed to vacate, abandon or diminish whatever legal or equitable right or title the City of Panama City Beach may have in the License Area.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed in the presence of:

MAJESTIC BEACH RESORT
COMMUNITY ASSOCIATION, INC.

Print Name:

By
Its:

Print Name:

CITY OF PANAMA CITY BEACH,
FLORIDA, a municipal corporation

ATTEST:

Mario Gisbert, City Manager

Diane Floyd, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Mario Gisbert and Diane Floyd as City Manager and City Clerk of City of Panama City Beach, Florida.

- () who is personally known to me.
- () who produced _____ as identification.

Signature of Notary Public

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of Majestic Beach Resort Community Association, Inc.

- () who is personally known to me.
- () who produced _____ as identification.

Signature of Notary Public

EXHIBIT A



EXHIBIT B



L:\PROJECTS\MAJESTIC\MAJESTIC.DWG METERS.dwg 24/08/2017 09:58

DRAWN	DATE
MAS	7/20/17
SCALE	N.T.S.

CITY OF P.C.B.
ENGINEERING DEPARTMENT

EXHIBIT B
MAJESTIC TOWER
IRRIGATION METER LOCATIONS

REGULAR AGENDA

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Street Resurfacing Project FY - 2017/Paul Casto

2. MEETING DATE:

7/27/2017

3. REQUESTED MOTION/ACTION:

Approve the construction agreement for the Street Resurfacing project FY - 2017 with GAC Contracting, in the amount not to exceed \$603,536.20.

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)

Every year the Public Works Department is tasked with resurfacing roadways within City limits that are in need of repair or showing deterioration from normal traffic wear. This following roads were selected for repair this FY 2017:

- Eagle Drive (From Fairway Blvd. to Eagle Drive Intersection)
- Fairway Boulevard (From Fairway Circle to Back Beach Road)
- Fairway Circle (Entire Road)
- Birdie Lane (Entire Road)
- Oleander Drive (Entire Road)
- Lyndell Lane (From Back Beach Road to South Senior Center Driveway)
- Seaclusion Circle (From Back Beach Road to Seaclusion Drive)

A solicitation for construction bids was publicly advertised and six bidders responded. Staff has reviewed the bids, and the low bidder was GAC Contracting for \$603,536.20 plus \$20,922.00 for additive alternative #9 for speed humps for a total contract amount of \$624,458.20. The street resurfacing budget for FY 2017 is \$603,705.00. Therefore it is necessary to prepare a budget amendment in order to let the entire contract.

Funds are available in reserves to increase the budget to \$678,705.00. This provides a contingency of \$54,246.80 for any unforeseen circumstances that come up during construction. If this occurs this would require City staff approval for changes due to areas in which the roadway base material condition is unknown. Attached is a copy of the bid tabulation, a portion of the bid proposal form, and a draft agreement.

RESOLUTION 17-112

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GAC CONTRACTORS, INC., RELATING TO RESURFACING OF A PORTION OF EAGLE DRIVE, FAIRWAY BOULEVARD, LYNDELL LANE, AND SEACLUSION CIRCLE AND FOR THE ENTIRE SEGMENTS OF FAIRWAY CIRCLE, BIRDIE LANE, AND OLEANDER DRIVE, IN THE AMOUNT OF \$624,458.20; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and GAC Contractors, Inc. relating to resurfacing of a portion of Eagle Drive, Fairway Boulevard, Lyndell Lane, and Seaclusion Circle and for the entire segments of Fairway Circle, Birdie Lane, and Oleander Drive, in the total amount of Six Hundred Twenty Four Thousand Four Hundred Fifty Eight Dollars and Twenty Cents (\$624,458.20), in substantially the form attached hereto as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment #49 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated herein.
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 27 day of July, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Floyd, City Clerk

ORIGINAL

PANAMA CITY BEACH – "STREET RESURFACING PROJECT – FY 2017"

SECTION 00030

BID PROPOSAL FORM

This proposal of GAC Contractors, INC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as Corporation (a corporation, a partnership or an individual), whose Florida contractor's license number is CGC1522062 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 **Panama City Beach – "Street Resurfacing Project – FY2017"** 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 30 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 \$500.00 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:

Addendum No. 1
Addendum No. _____
Addendum No. _____

Bid Proposal Form

00030-1

Exhibit A

AGENDA ITEM # 1

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum: \$1,003,536.20

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 #	Roadway Description	- Length	Total
1	Eagle Drive (From Fairway Blvd. to Eagle Drive Intersection) Partial 1 1/2" overlay and leveling course and partial sawcut and remove asphalt and base and replace as shown on plans per specifications. Include striping per plans	1,203 LF +/-	\$ 75,736.45
2	Fairway Boulevard (From Fairway Circle to Back Beach Road) Partial mill 2" and resurface 2" and partial sawcut and remove asphalt and base and replace per specifications. Include striping, speed humps and signage per plans.	2,449 LF +/-	\$100,585.75
3	Fairway Circle (Entire Road) Overlay and leveling course per specifications. Include striping per plans	121 LF +/-	\$ 8,367.00
4	Birdie Lane (Entire Road) Mill and overlay per specifications. Include striping per plans.	1,028 LF +/-	\$ 25,000.00
5	Oleander Drive (Entire Road) Partial mill (check depth south side 1 1/4" and north side 2" to create drainage flow to north) and resurface per specifications. Partial saw cut and replace drive shown on plans. Include striping per plans	2,542 LF +/-	\$ 110,534.00
6	Lyndell Lane (From Back Beach Road to South Senior Center Driveway) Partial sawcut remove asphalt and base and replace with 8" crushed concrete base and 1 1/4" of SP 9.5. Partial 1 1/2" overlay and leveling course. Partial sawcut and remove and replace per specifications patches in two locations. Include striping per plans	2,942 LF +/-	\$ 193,478.00
7	Seaclusion Circle (From Back Beach Road to Seaclusion Drive) Partial mill 2" and resurface 2" per specifications. Partial saw cut and replace drive shown on plans. Include striping per plans.	1,896 LF +/-	\$ 75,000.00

8



\$ 14,835.00

LUMP SUM BID (1+2+3+4+5+6+7+8)

\$ 603,536.20

(IN WORDS) Six Hundred Three Thousand Five Hundred Thirty-Six Dollars and Twenty Cents.

All existing striping is to be replaced with thermoplastic markings unless noted otherwise. Follow FDOT specifications for thermoplastic markings per specifications at all roadways that intersect an FDOT roadway.

ADDITIVE ALTERNATES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
9	SPEED HUMP	12	EA	\$ 1743.50 EA.	\$ 20,922.00
10	Additional areas not identified in plans approved by the City to be overlaid 2" and leveling course	8,000	SY	\$ 18.00 EA	\$ 144,000.00
11	Additional areas not identified in plans approved by the City to be milled 2" and then overlaid 2" and leveling course	8,000	SY	\$ 12.50 EA	\$ 100,000.00

NOTE:

- BIDS shall include sales tax and all other applicable taxes and fees. The OWNER may elect to utilize the Sales Tax Exemption Addendum (Section 00098) for material at its sole discretion.
- 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.
- 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.
- 5 **Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.**
- 6 By submitting this BID, the BIDDER and the BID BOND surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID and/or BID BONDS, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER and BID BOND surety do agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.
7. Each bidder is requested to submit a bid amount for each street individually with a lump sum total. The contract will be awarded to the qualified bidder submitting the lowest lump sum total bid. In the event the low bid exceeds budgeted funds, paving will be prioritized, and the City reserves the right to delete any street (s) from the project list.

BIDDER'S CERTIFICATION

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor

ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete 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. Bid Bond – Section 00040
2. Executed Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 0095
3. Executed Public Entity Crimes Statement – Section 00097
4. All acknowledged Addenda

CONTRACTOR:



Derwin Winter Vice President
4116 North HWY 231

Address

Panama City, Florida 32404

850-785-4675

Phone Number

07/17/2017

Date

[END OF SECTION 00030]

PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2017”

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 GAC Contractors, Inc., doing business as Corporation (an individual), or (a partnership), or (a corporation), having a business address of 4116 North HWY 231, Panama City, Florida 32404

hereinafter called "CONTRACTOR", for the performance of the Work (as that terms is defined below) in connection with the construction of "**STREET RESURFACING PROJECT – FY 2017**", 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-

AGREEMENT

00050-1

AGENDA ITEM # 1

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 60 consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$ 500.00/day 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 **street resurfacing** for a total Not to Exceed contract of \$ 624,458.20 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").

AGREEMENT

00050-2

AGENDA ITEM # 1

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	DRUG FREE WORKPLACE
Section 00097	PUBLIC ENTITY CRIMES
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS

SPECIFICATIONS prepared or issued by City of Panama City Beach.

CONSTRUCTION PLANS prepared or issued by City of Panama City Beach.

Attachment A

ADDENDA :

No. 1, dated 7/17/2017

No. , dated

No. , dated

No. , dated , 2017

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

AGREEMENT

00050-3

AGENDA ITEM # 1

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

If to Owner:

 City of Panama City Beach

 110 SOUTH ARRIOLA ROAD

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

If to Contractor: _____

ATTENTION: _____
 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.

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 Paul Casto, Public Works Director.

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. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or

otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. **INSURANCE - BASIC COVERAGES REQUIRED**

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

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAGE

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

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

AGREEMENT

00050-8

AGENDA ITEM # 1

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 Coverage 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 Coverage 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 coverage as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage with no gaps in continuity of coverage 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

No other insurance will be required by the City for this Contract.

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:

GAC Contractors INC.

ATTEST:

BY: _____

NAME: _____

(Please Type)

NAME _____

(Please Type)

ADDRESS: _____

[END OF SECTION 00050]

AGREEMENT

00050-11

AGENDA ITEM # 1

REGULAR AGENDA

ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration/Holly White

2. MEETING DATE:

July 27, 2017

3. REQUESTED MOTION/ACTION:

Approval of Resolution 17-113 amending the City's Sick Leave Pool Guidelines

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)

The City's Sick Leave Pool committee meets at least once a year and more frequently on an as needed basis to consider requests from participants for the use of hours from the sick leave pool. The committee is comprised of employees representing all City departments who are appointed by the City Manager. Ms. White is the administrator of the sick leave pool but is not a voting member of the committee.

At its most recent meeting, the committee inquired as to whether all unused hours remaining after pay-out to a pool participant who terminated employment with the City (for any reason i.e. retirement, resignation, etc.) could be donated to the sick leave pool. Ms. White indicated that she saw no reason this couldn't be done and would make a recommendation to that affect to the City Manager. After discussion with the City Manager, both he and Ms. White support the request of the sick leave pool committee and recommend that the Sick Leave Pool Guidelines be amended to allow for unused hours of a pool participant to be donated to the pool upon separation from service with the City.

This change will have a positive impact upon all City employees participating in the pool. The Sick Leave Pool Guidelines require all participants to contribute 8 hours of their sick leave to the pool when they ask to join the pool. Further, the Sick Leave Pool Guidelines require that ALL participants contribute an additional 8 hours of sick leave to the pool if the pool hours fall below a specified minimum level. By allowing employees who participate in the pool to contribute unused hours (after pay-out) to the Pool it is unlikely that pool participants will ever be required to contribute any of their own sick leave hours to the pool other than the initial 8 hours required when electing to participate.

STAFF RECOMMENDS APPROVAL of the change to the Sick Leave Pool Guidelines proposed by the committee.

RESOLUTION 17-113

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S SICK LEAVE POOL GUIDELINES TO PROVIDE FOR CONTRIBUTION BY A MEMBER TO THE SICK LEAVE POOL UPON SEPARATION OF EMPLOYMENT; REPEALING ALL GUIDELINES OR RESOLUTIONS IN CONFLICT HEREWITH, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the Sick Leave Pool Guidelines attached and incorporated herein as Exhibit A to this Resolution, are hereby amended to provide for contribution by a member to the sick leave pool upon separation of employment.

AND BE IT FURTHER RESOLVED that all guidelines or resolutions or parts of guidelines or resolutions in conflict herewith are repealed to the extent of such conflict.

THIS RESOLUTION shall take effect on _____.

PASSED, APPROVED, AND ADOPTED in regular session this ____ day of _____, 2017.

CITY OF PANAMA CITY BEACH

MIKE THOMAS, MAYOR

ATTEST:

DIANE FLOYD, CITY CLERK

SICK LEAVE POOL

A. SCOPE

This policy establishes a plan allowing participating full-time employees to pool sick leave for use on the depletion of their personally accrued sick leave, promulgated by the City.

B. ADMINISTRATION OF THE POOL

1. There shall be one sick leave pool established within the City.
2. There shall be an administrator and a committee who shall be jointly responsible for the oversight of the operation of the sick leave pool.
3. The City shall assign a responsible employee to:
 - a. Meet on a regular basis with the sick leave committee and review the sick leave accounts of all participating employees:
 - b. Maintain in a concise and orderly fashion accurate and reliable written records regarding all functions of the sick leave pool;
 - c. Investigate alleged abuse of the sick leave pool;
 - d. Receive applications from City employees who elect to participate in the pool.
4. The City Manager shall appoint one employee from each Department to serve on the sick leave pool committee. To be eligible for appointment each employee must be eligible to participate in the sick leave pool and must have elected to do so. Employees appointed to the committee shall serve a one-year term at the pleasure of the City Manager. If a committee member resigns from the committee for any reason during the term, the City Manager shall appoint a replacement to serve the remainder of the one-year term. The City Manager may re-appoint former and current members of the committee to additional one-year terms. All such terms shall begin on the date of appointment to the committee and end one year from that date.

Exhibit A

5. The sick leave committee shall:
- a. Meet on a regular basis with the administrator;
 - b. Establish internal operating procedures which shall include, but not be limited to:
 - (1) A form and method for the enrollment of employees who elect to participate in the sick leave pool;
 - (2) A form and method for the cancellation of membership of employees who elect to withdraw from participating in the sick leave pool;
 - (3) A method for the deduction of sick leave hours from participating employee's sick leave accounts;
 - (4) A method for the expulsion of those members who have abused the use of the sick leave pool or who have repeatedly failed to maintain sufficient balance in their individual sick leave accounts to cover requests for contribution of additional hours.
 - (5) A form and review process for the requests of participating employees to utilize sick leave hours from the pool. This review process shall consider these criteria:
 - (a) Whether the employee making the request is an eligible member of the pool;
 - (b) Whether the occurrence leading to the request is considered a personal illness, accident, or injury for which leave can be withdrawn;
 - (c) Whether a valid medical certification accompanied the request to withdraw leave;
 - (d) Whether the employee has used all of their accrued annual leave;
 - (e) Whether the pool contains enough hours to grant leave to all employees whose requests

have been approved. If it does not, then requests will be processed and granted in the order received.

6. The administrator and committee shall annually audit the operations of the sick leave pool and provide a summary of their findings to each employee participating in the pool at the time the audit report becomes available. The summary shall include at least the following information about the 12-month period audited:
 - a. Number of hours on deposit in the pool at the close of the period audited;
 - b. Total number of hours withdrawn from the pool during the period audited;
 - c. Number of employees who withdrew leave from the pool during the period audited.
7. All records of the sick leave pool are personnel records and are open for inspection in accordance with City policy.

C. MEMBERSHIP AND PARTICIPATION

1. In order to be eligible for membership in the sick leave pool, an employee must:
 - a. Be a full-time employee of the City of Panama City Beach;
 - b. Have completed one year of employment with the City prior to participation in the sick leave pool;
 - c. Have a minimum of 120 hours of sick leave accumulated at the time of application to participate in the sick leave pool.
 - d. Be actively at work (not currently on sick leave) and verify that they do not have any knowledge of an existing health condition that would result in their being unable to work in the future.
2. In addition to satisfying the requirements of paragraph (1), an employee desiring to participate in the sick leave pool must

complete and submit an application form to the administrator of the sick leave pool. The application shall include the following:

- a. The employee's name and social security number.
 - b. A statement that the employee's participation is voluntary.
 - c. An authorization for an initial contribution of eight (8) hours of sick leave to the pool.
 - d. An authorization for additional contribution of sick leave upon depletion of the pool, capped up to maximum sixteen hours per year.
 - e. A statement of the terms and conditions of membership in the pool.
 - f. The signature of the participating employee.
3. Participation in the sick leave pool is at all times voluntary and a participating employee may withdraw from the pool at any time by giving written notice to the administrator of the sick leave pool. Upon withdrawal from the pool, an employee shall cease to be entitled to use sick leave credits from the pool and shall forfeit any contributions. The administrator shall immediately amend the roster of participating employees to reflect the employee's withdrawal. Any sick leave contributed to the sick leave pool by a participating employee shall be forfeited upon the employee's cancellation of membership in the pool, upon retirement, or upon leaving City employment.
 4. A member of the sick leave pool may be expelled from the sick leave pool by a majority vote of the sick leave committee after a determination by the administrator that such member has abused the use of the sick leave pool. The administrator shall immediately amend the roster of participating employees to reflect the employee's expulsion from membership.
 5. If warranted by the circumstance, abuses, and upon a majority vote of the committee, an employee who abused the use of the sick leave pool may be required to repay all or part of the sick

leave credits withdrawn from the pool by the employee. Credits shall be repaid to the pool immediately if there is enough sick leave in the employee's personal account to cover the total owed to the pool. If the employee's personal sick leave account does not have sufficient hours to repay the pool, all hours in the account will be immediately paid to the pool, and the remainder of the hours owed will be paid each month as they are accrued by the employee until all hours owed have been repaid.

- 6. Upon separation of employment, a member of the sick leave pool may contribute to the sick leave pool any hours in excess of those hours to which the member is entitled to be compensated under the City's benefits policy.**

D. MAINTENANCE OF THE SICK LEAVE POOL

1. When 400 hours have been deposited into the sick leave pool, the pool will be activated for use by eligible participating employees.
2. No member of the sick leave pool shall use more than 480 hours of leave from the pool in a rolling calendar year. The basis for determining the start of the rolling calendar year will be the date of first approval for withdrawal of hours from the pool.
3. When any participating employee uses 240 hours of leave from the pool in any calendar year due to a continuing illness or injury, the withdrawal of any further hours shall require renewed medical certification and review. For other than a continuing illness or injury, medical certification and review shall be required for each request of withdrawal of leave from the pool.
4. The pool will be considered depleted when less than 240 hours remain on deposit.
5. Whenever the pool is depleted, each participating employee, with prior notification, shall contribute an additional eight (8) hours of sick leave to the pool, up to the maximum of sixteen hours per year.
6. If the participating employee's individual sick leave balance is less than eight (8) hours at the time the pool is depleted, she/he

shall contribute all hours accumulated, and shall contribute the remainder as soon as she/he has accrued additional sick leave credits. The employee shall not be allowed to use sick leave credits until the amount owed to the pool has been contributed.

7. If a participating employee repeatedly fails to have a sufficient balance in her/his individual sick leave account when requested to contribute eight hours to the pool, the reasons for the use of sick leave credits by the employee shall be investigated by the administrator for a determination as to whether the employee's membership in the pool should be cancelled. The decision to cancel an employee's membership shall be by majority vote of the committee.
8. Hours contributed to the pool shall be placed in a single account for use by all members. No contributions for the benefit of a specific individual, illness or position will be accepted.

E. USE OF SICK LEAVE FROM THE POOL

1. An employee who is on leave without pay for reasons other than a personal or family illness, accident, or injury shall not be eligible to receive sick leave from the pool.
2. Sick leave accumulated in the pool shall not be used by a participating employee until all personally accrued sick and annual leave have been used.
3. Any sick leave in the pool shall only be used by a participating employee for the employee's personal illness, accident, or injury or the illness, accident or injury of the employee's child, parent or spouse. The following occurrences or situations shall not be considered personal illness, accident or injury for the purpose of this rule, and shall not entitle participating employees to draw from the sick leave pool;
 - a. Participating in or voluntary commitment to a psychiatric facility, detoxification center, or similar rehabilitation program;
 - b. Cosmetic surgery, unless such cosmetic surgery results in serious complications or was necessitated by an illness, accident, or injury not excluded under this subsection;

- c. Intentionally self-inflicted injuries, such as resulting from a suicide attempt;
 - d. Illness, accident, or injury to a member of the employee's family who is not the employee's child, parent or spouse;
 - e. Personal illness, accident, or injury covered by Workers' Compensation.
- 4. The sick leave pool committee may authorize the use of sick leave from the pool. Medical certification of the accident, illness, or injury for which the use of sick leave is requested must accompany the request.
 - 5. Abuse of sick leave from the pool shall include, but not be limited to the following:
 - a. Misrepresentation of an illness, accident, or injury, or the circumstances surrounding it, in order to receive leave to which the employee is not entitled under the provisions of this rule;
 - b. Submission by an employee of medical certification which is from other than a qualified medical practitioner or which misrepresents the nature of the employee's illness.
 - 6. A participating employee who withdraws sick leave hours from the pool shall not be required to replace those hours, except as a regular contributing member of the pool, unless required to do so because it has been determined that the employee abused the use of sick leave from the pool.

F. DISCONTINUATION OF THE SICK LEAVE POOL

- 1. The City Council may at any time repeal this rule for the purpose of discontinuing the sick leave pool.
- 2. All hours remaining in the sick leave pool, at the time of the repeal of this rule, will be apportioned among or returned to the remaining members of the pool.

REGULAR AGENDA

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

July 27, 2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council consider approving a \$50 permit fee for issuance of a change of occupancy permit.

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)

Currently the Florida Building Code requires a permit application and approval from the Building Official whenever there is a change of occupancy. As of now, we do not have a prescribed fee clearly established for the change of occupancy permit. Proposed is a \$50.00 fee that will be collected at the time of application in an attempt to defray the costs incurred by the City for the administration, review and inspections involving the change of occupancy use of a building.

RESOLUTION NO. 17-116

WHEREAS, the City has adopted Resolution 14-103, setting forth a fee schedule for permits issued by the Building Department; and

WHEREAS, the City is incurring increasing costs for inspections and plans review arising from property conversions affecting change in occupancy without collecting the costs of such inspection and review, as the current fee schedule does not include a permit fees for a change in occupancy permit; and

WHEREAS, the Florida Building Code (2014) provides that a change in occupancy must be approved by the Code Official and a certificate of occupancy shall be issued where it has been determined that the requirements for the change in occupancy have been met; and

WHEREAS, the City desires to revise and update the permit fee schedule to defray the cost incurred by the City for the review and inspections, which shall be collected from the applicants upon their submittal of an application for a change of occupancy.

NOW THEREFORE BE IT RESOLVED THAT the fee schedule adopted by Resolution 14-103 be amended to establish a \$50 fee for change of occupancy permits, which are required upon the change of occupancy classification of any building or structure.

AND BE IT FURTHER RESOLVED THAT this Resolution shall take effect immediately upon its passage.

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

CITY OF PANAMA CITY BEACH, FLORIDA

By _____
MIKE THOMAS, MAYOR

ATTEST:

DIANE FLOYD, CITY CLERK