



City of  
**Panama City Beach**

Council Chambers |  
17007 Panama City Beach Pkwy |  
Panama City Beach, FL 32413

**CITY COUNCIL  
SPECIAL MEETING AGENDA  
TUESDAY, AUGUST 8, 2023  
9:00 AM**

- A. CALL TO ORDER AND ROLL CALL**
- B. INVOCATION BY PASTOR PAUL McCOMACK WITH CHRIST OUR SAVIOR LUTHERAN CHURCH**
- C. PLEDGE OF ALLEGIANCE LED BY MAYOR MARK SHELDON**
- D. COMMUNITY ANNOUNCEMENTS**
  - 1. Community Announcements  
[08.08.2023.Community Announcements.pdf](#)
- E. APPROVAL OF MEETING MINUTES**
  - 1. July 27, 2023 Regular Meeting Minutes  
[07.27.2023 Council Minutes.draft.pdf](#)
- F. APPROVAL OF AGENDA**
- G. PRESENTATION**
  - 1. 2023 Street Resurfacing Project Update by Wyatt Rothwell, P.E.  
[Council Presentation Street Resurfacing FY2022-FY2023-Update.pdf](#)
- H. PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS (LIMITED TO 3 MINUTES)**
- I. CONSENT AGENDA**
  - 1. **REVISION OF THE MASTER AUDIT LIST TO REMOVE SURPLUS ITEMS.** These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.  
[Surplus List.08.08.2023.v2.pdf](#)
- J. REGULAR AGENDA / DISCUSSION / ACTION ITEMS**

1. **ORDINANCE NO. 1623-R, INFILL LOT STORMWATER REQUIREMENTS, THIRD READING.**  
[Ord 1623-R.Infill Lot Stormwater Requirements.3rd Reading.08.03.23.pdf](#)
2. **ORDINANCE NO. 1625, AMENDING CITY CODE CHAPTER 29 RELATED TO EMERGENCY MANAGEMENT, SECOND READING / PUBLIC HEARING.**  
[Ord 1625.Emergency Management Ordinance.2nd Reading.08.02.2023.special.pdf](#)  
[Proof of Pub Ord 1625.PDF](#)
3. **RESOLUTION NO. 23-204, FINAL ASSESSMENT FOR NUISANCE ABATEMENT, PUBLIC HEARING.**  
[Res 23-204.Final Nuisance Assessment Resolution.pdf](#)
4. **RESOLUTION NO. 23-205, APPROVING AGREEMENTS FOR THE PURCHASE OF WATER METERS FOR THE UTILITIES DEPARTMENT; AND AUTHORIZING A BUDGET AMENDMENT.**  
  
[Res 23-205.Purchase Water Meters.3 Companies.BA 48.special.pdf](#)  
[Ex. A. Core and Main.Agreement for Water Meters.pdf](#)  
[Ex. B. AGREEMENT for Water Meters\\_Fortiline.pdf](#)  
[Ex. C. AGREEMENT for Water Meters\\_Consolidated Pipe & Supply.pdf](#)  
[Ex. D. FY 2023 BA #48.07.19.2023.pdf](#)  
[PCB2340 Detailed Bid Tab per Item.pdf](#)  
[PCB2340\\_Core & Main PO 1 Itemization.pdf](#)
5. **RESOLUTION NO. 23-206, APPROVING AN AGREEMENT FOR THE PURCHASE OF AN INVESTIGATIVE SOFTWARE PACKAGE; AND AUTHORIZING A BUDGET AMENDMENT.**  
[Res 23-206.Coweb Technologies.PD Investigative Software.special.pdf](#)  
[Exh A.Coweb Technologies.Software Agreement.Executed.pdf](#)  
[Ex. B FY\\_2023\\_BA\\_\\_50.pdf](#)  
[Web Investigation Software.PCB-23-41.OVERALL EVAL Scoring Sheet.pdf](#)
6. **\*RESOLUTION NO. 23-207, AUTHORIZING ACQUISITION OF AND OFFERS FOR LAND FOR FRONT BEACH ROAD SEGMENT 4.3.**  
[Res 23-207.ED.FBR 13512-13508-13500.pdf](#)  
[Exhibit A.Nicks Malki.Res 23-207.pdf](#)
7. **RESOLUTION NO. 23-208, APPROVING A PAY PLAN FOR CITY EMPLOYEES; AUTHORIZING IMPLEMENTATION OF THE RESULTS OF THAT STUDY; AUTHORIZING A COST OF LIVING ADJUSTMENT FOR ALL FULL-TIME CITY EMPLOYEES.**  
[Res 23-208.Compensation Study and COLA.pdf](#)  
[5-Year\\_Impact\\_Hybrid\\_Parity\\_v1.7.pdf](#)

**K. CITY MANAGER REPORT**

**L. CITY ATTORNEY REPORT**

**M. COUNCIL COMMENTS**

**N. ADJOURN**

\* 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 , JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY.

ACTION ITEMS NOTED WITH AN ASTERICK.

**\*\* AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS THE LAW ENFORCEMENT TRUST BOARD, JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH TWO ASTERICKS.**

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<b>PAUL CASTO</b>	<b>X</b>
<b>PHIL CHESTER</b>	<b>X</b>
<b>MARY COBURN</b>	<b>X</b>
<b>MICHAEL JARMAN</b>	<b>X</b>
<b>MARK SHELTON</b>	<b>X</b>

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

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<b>/s/ City Clerk</b>	<b>Date</b>
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<b>PAUL CASTO</b>	<b>X</b>
<b>PHIL CHESTER</b>	<b>X</b>
<b>MARY COBURN</b>	<b>X</b>
<b>MICHAEL JARMAN</b>	<b>X</b>
<b>MARK SHELTON</b>	<b>X</b>

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

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<b>/s/ City Clerk</b>	<b>Date</b>
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The Agenda Packet is e-mailed to interested parties and posted on the City's website at [www.pcbfl.gov/](http://www.pcbfl.gov/) by close of business the Friday before the scheduled meeting date.

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

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

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (2020).



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

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

Lynne Fasone, City Council

**2. MEETING DATE:**

August 8, 2023

**3. REQUESTED MOTION/ACTION:**

Report community events / announcements within the City of PCB.

**4. AGENDA:**

COMMUNITY ANNOUNCEMENTS

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Quality of Life

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

Report community events / announcements within the City of PCB.

[08.08.2023.Community Announcements.pdf](#)





City of

# Panama City Beach

17007 PCB Parkway  
PCB, FL 32413  
[www.pcbfl.gov](http://www.pcbfl.gov)

**Community Announcements**  
***for the***  
***August 8, 2023***  
***Special City Council Meeting***

<b>Date</b>	<b>Event</b>	<b>Location</b>
Tuesday, August 22nd 9:00 am	Special City Council Meeting / Budget Workshop	City Hall
Thursday, August 24th 9:00 am	Regular City Council Meeting	City Hall
August 26 - 27	USFA Fastpitch Tournaments	Frank Brown Park



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

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

Lynne Fasone, City Council

**2. MEETING DATE:**

August 8, 2023

**3. REQUESTED MOTION/ACTION:**

Review and approve City Council's July 27, 2023 regular meeting minutes.

**4. AGENDA:**

APPROVAL OF MEETING MINUTES

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

Detailed Budget Amendment Attached: N/A

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

Per the City Charter and Florida Statutes, the City Clerk shall prepare meeting minutes for each City Council meeting.

[07.27.2023 Council Minutes.draft.pdf](#)



# City of Panama City Beach

City Hall  
17007 PCB Parkway  
PCB, FL 32413  
[www.pcbfl.gov](http://www.pcbfl.gov)

## **DRAFT**

**MINUTES of the July 27, 2023, Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.**

Vice Mayor Paul Casto called the July 27, 2023, regular meeting to order at 9:00 a.m.

### **ROLL CALL**

**MAYOR MARK SHELDON - Excused**

**VICE MAYOR PAUL CASTO**

**COUNCILMAN PHIL CHESTER**

**COUNCILMEMBER MARY COBURN**

**COUNCILMAN MICHAEL JARMAN**

**A quorum was present with four members of City Council.** Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Attorney Cole Davis, City Clerk Lynne Fasone, Directors, staff, and members of the public and press.

### **INVOCATION AND PLEDGE OF ALLEGIANCE**

Councilman Michael Jarman led the invocation and the pledge. Vice Mayor Casto provided community announcements.

### **MINUTES**

Vice Mayor Casto called for approval of the July 13, 2023, regular meeting minutes. **Councilman Jarman so moved. Councilman Chester seconded the motion. The July 13<sup>th</sup> regular meeting minutes were unanimously approved by a roll call vote (4-0).**

Councilman Jarman	Aye
Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Mayor Sheldon	Excused

### **APPROVAL OF AGENDA**

Vice Mayor Casto called for approval and/or changes to the agenda. Hearing and seeing none, **Councilman Jarman moved to approve the agenda. Councilman Chester seconded the motion. All were unanimously in favor of approval of the agenda, as presented, by a roll call vote (4-0).**

Councilman Jarman	Aye
Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Mayor Sheldon	Excused

**Mayor**  
Mark Sheldon

**Vice Mayor**  
Paul Casto

**Ward 2**  
Phil Chester

**Ward 3**  
Mary Coburn

**Ward 4**  
Michael Jarman

**City Manager**  
Drew Whitman

## **PRESENTATIONS**

On behalf of the entire Council, Councilman Jarman presented Officer Kevin Watson with a 5-year service award.

\*Vice Mayor Casto invited CRA Assistant Program Manager Scott Passmore to the podium to present the Second Quarter CRA Update (copy of presentation **attached**).

## **PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)**

Vice Mayor Casto opened the floor to non-agenda business public comments, limited to three minutes each.

Nancy Viejo, 117 Seclusion Drive - Ms. Viejo expressed concern with some of the provisions in Ordinance No. 1625. Ms. Viejo inquired if the ordinance was in response to what was going on in the Seclusion area or was it just for emergency situations. Ms. Viejo further expressed concern with the City having the ability to turn off utilities. Ms. Viejo stated there was trust in the current City Manager, however, legal documents don't reference "trust." Ms. Viejo recommended adding an "abuse of power clause" before Council passes the ordinance.

Richard McMahon, 404 Albatross Street, Bid-A-Wee - Mr. McMahon provided the **attached** handout relating to the previous CRA Plan and the current CRA Plan. Mr. McMahon discussed sidewalks, landscaping plan, and street parking. Mr. McMahon noted on page 2 he provided reasons why Council should consider changing the current CRA Plan.

Bill Tettemer, 172 Crane Street, Bid-A-Wee - Mr. Tettemer expressed concern that CRA Segment 4.2 would reduce the amount of parking in the Bid-A-Wee area. Mr. Tettemer stated the 2021 document on page 21 originally called for an increase in parking. Mr. Tettemer expressed concern that residents who live in Bid-A-Wee, near Back Beach Road, would no longer be able to park on Front Beach Road for a visit to the beach. Mr. Tettemer further expressed concern with: (1) the area becoming "an attractive nuisance"; (2) installation of 2 new lanes and two new traffic lights; (3) sidewalks that measure 18 feet, a 50% increase.

Maria Thompson, 157 Seclusion Circle - Ms. Thompson expressed concern that the CRA Plan was originally created 20 years ago, and recommended that it be revisited, including a new traffic study and long-range plan. Ms. Thompson stated the CRA Advisory Committee recommended having the Plan revised, however, Council declined. Ms. Thompson expressed concern that she would not be able to enter the Bid-A-Wee neighborhood because of the new condos on Front Beach Road and the roads under construction.

Thomas Mulkerin, 170 Crane Street, Bid-A-Wee - Mr. Mulkerin expressed concern that the CRA Plan was out of date. Mr. Mulkerin stated the tram was misrepresented, as it was really just a bus. Mr. Mulkerin expressed concern with the installation of the medians because medians will cause drivers and larger vehicles to do U-turns in neighborhoods and/or in people's driveways.

John Latham - Mr. Latham spoke in opposition to Ordinance No. 1625 and stated he thought that it was unconstitutional. Mr. Latham expressed opposition to Resolution No 23-196, nuisance abatement, because in his opinion it was the assessment of a tax and the weaponization of Code Enforcement. Mr. Latham stated many people address grievances in emails and he would like his emails returned and answered.

Don Rice, 502 Petrel Street, Bid-A-Wee - Mr. Rice expressed confusion that he was told he could not install a metal roof nor a fence in the front yard, however, on Bid-A-Wee Lane you are required to have a metal roof and a fence in your front yard. Mr. Rice explained he purchased a second property in 2014 to construct a home. Mr. Rice stated he built a home based on approved drawings from Building and Planning;

however, he was in the middle of construction, had 7 inspections, then was shut down because he did not follow the Code for proper setbacks. Mr. Rice added he proceeded to construction based on approved drawings, waterlines were installed, and concrete poured. Mr. Rice stated he followed the rules and it had cost him \$10,000.

Jack Arthur, 403 Dolphin Street – Mr. Arthur stated he was a Bay County resident for 30 years, a Civil Engineer, a Certified Planner, and understood Council’s point of view. Mr. Arthur recommended Council identify the problem with respect to the CRA, suggest an improvement that had a positive impact and leave conditions as good or better than found. Mr. Arthur expressed concern that the Plan was developed years ago and was being applied in an inappropriate manner. Mr. Arthur acknowledged that the Plan addressed the periodic traffic congestion, however, Bid-A-Wee access would be limited. Mr. Arthur recommended the City stop the Plan at its present point, address the conditions, and leave better than today.

Vice Mayor Casto called for additional public comments. Hearing and seeing none, Vice Mayor Casto closed the public comment period.

#### **CONSENT AGENDA**

1. **RESOLUTION NO. 23-199, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMENDED TASK ORDER WITH PANHANDLE ENGINEERING, INC., FOR THE NORTH RICHARD JACKSON BOULEVARD AND PANAMA CITY BEACH PARKWAY INTERSECTION IMPROVEMENT PHASE 2 IN THE NET AMOUNT OF \$29,750.**
2. **RESOLUTION NO. 23-200, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE MASTER CONTRACT WITH WEBBER INFRASTRUCTURE MANAGEMENT, INC. FOR THE MAINTENANCE OF CERTAIN STATE RIGHT-OF-WAY BY THE CITY FOR \$59,772.58.**
3. **RESOLUTION NO. 23-201, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A GENERAC MOBILE GENERATOR FOR THE UTILITIES DEPARTMENT FROM ENERGY SYSTEMS SOUTHEAST, LLC, IN THE AMOUNT OF \$41,671.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL PURCHASING AGREEMENT GOVERNING THAT PURCHASE.**
4. **RESOLUTION NO. 23-202, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FORERUNNER INDUSTRIES, INC. TO PROVIDE FLOODPLAIN MANAGEMENT SOFTWARE SERVICES IN THE INITIAL ANNUAL AMOUNT OF \$41,000.**

Vice Mayor Casto asked the Clerk to read the Consent Agenda. Vice Mayor Casto noted the Consent Agenda was available to Council. **Councilmember Coburn moved to approve the Consent Agenda. Councilman Jarman seconded the motion.** Vice Mayor Casto asked the Clerk to call the roll. **The Consent Agenda was unanimously approved by a (4-0) roll call vote.**

Councilman Jarman	Aye
Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Mayor Sheldon	<i>Excused</i>

## **REGULAR AGENDA- DISCUSSION/ACTION ITEMS**

### **\*ITEM 1. RESOLUTION NO. 23-203, AUTHORIZING FINAL PAYMENT FOR LAND ACQUIRED FOR THE FRONT BEACH ROAD SEGMENT 4.1 PROJECT.**

Vice Mayor Casto introduced City Attorney Cole Davis. Mr. Davis read Resolution No. 23-203 by title only. Vice Mayor Casto called for public comment. Hearing and seeing none, Vice Mayor Casto closed the public comment period. Vice Mayor Casto noted this item was open to Council discussion. Hearing and seeing none, **Councilman Chester moved to approve Resolution No. 23-203. Councilmember Coburn seconded the motion.** Vice Mayor Casto called for further discussion. Hearing and seeing none, Vice Mayor Casto asked the Clerk to call the roll. **Resolution No. 23-203 was adopted by a unanimous (4-0) roll call vote.**

Councilman Jarman	Aye
Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Mayor Sheldon	Excused

**CITY MANAGER REPORT** – No report.

**CITY ATTORNEY REPORT** – No report.

**COUNCIL COMMENTS** – Vice Mayor Casto invited comments from Council.

Councilmember Coburn thanked those who attended today's meeting.

Councilman Jarman also thanked everyone for attending today's meeting. Councilman Jarman reported that he answers his emails. Councilman Jarman explained to Mr. Latham that his email did not have any questions to answer; it was all statements. Councilman Jarman commented that he would get Ms. Viejo's questions answered.

Vice Mayor Casto commended the City's First Responders and Lifeguards, as the City had a rough week in the Gulf with double red flag conditions. Vice Mayor Casto thanked the TDC and County Commissioner Clair Pease for the great idea of adding signage on the water's edge during double red flag conditions. Vice Mayor Casto commented that the City had made great progress with respect to getting the word out about double red flag events and would continue to educate the public and visitors. Vice Mayor Casto asked residents and visitors to please listen to Lifeguards when they tell you the ocean is unsafe.

**With nothing further, Vice Mayor Casto adjourned the meeting by unanimous consent at 9:43 a.m.**

**READ AND APPROVED** this \_\_\_\_\_ day of August, 2023.

ATTEST:

\_\_\_\_\_  
Paul Casto, Vice Mayor  
City of Panama City Beach, Florida

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

\* ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY ("CRA") JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.



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

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

Wyatt Rothwell, Public Works

**2. MEETING DATE:**

August 8, 2023

**3. REQUESTED MOTION/ACTION:**

**4. AGENDA:**

PRESENTATION

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Transportation

Public Safety

Attractive Community

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

[Council Presentation Street Resurfacing FY2022-FY2023-Update.pdf](#)



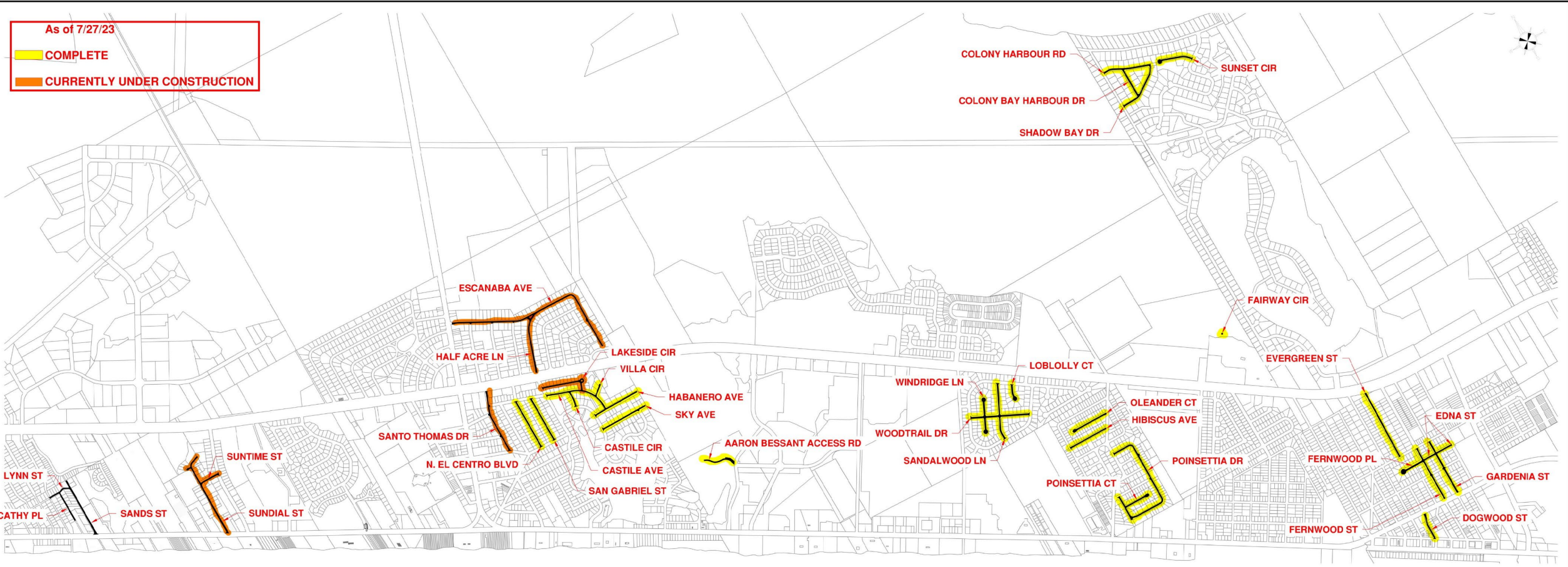
# Street Resurfacing FY 2023 \*Update\*

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# Roadway Progress



				DATE: 12-22-2022	CITY OF PANAMA CITY BEACH	STREET RESURFACING PROJECT 2022 / 2023		SHEET NUMBER
NO.	DATE	BY		SCALE: N.T.S.				
				DESIGNED BY: W.O.R.				
				DRAWN BY: L.J.S.				
Notes				CHECKED BY: W.O.R.				
				FILE NO:	115 SOUTH ARNOLD ROAD	PANAMA CITY BEACH, FLORIDA 32413	PROPOSED ROADWAYS (SUBJECT TO BUDGET FUNDING)	1 of 1

# Resurfacing FY 2023

		Description	Grade	Length
<b>West End to Summer Breeze</b>				
	Lynn St	From Vistavia Street to Sands Street	B	442
	Cathy Pl	From Lynn Street to southern limit	C	603
	Sands St	From Front Beach Road to northern limit	C	1176
	Sundial Street	From Front Beach Road to northern limit	C	1683
	Suntime	From Twilight Bay Drive to cul-de-sac	C	397
<b>East Gulf Highlands</b>				
	Escanaba Ave	From PCB Pkwy to SR 79	D	3549
	Half Acre Lane	From Panama City Beach Parkway to Escanaba Avenue	C	1207
<b>Lullwater</b>				
	Santo Thomas Dr	From Panama City Beach Parkway to Hernando Avenue	C	1240
	N. El Centro Blvd	From Panama City Beach Parkway to El Centro Boulevard (E)	D	993
	San Gabriel St	From Castile Avenue to El Centro Boulevard (E)	C	910
	Lakeside Cr	From Lullwater Drive to Castile Avenue	C	1108
	Castile Ave	From mSanto Thomas Street to Habanaro Ave	C	1256
	Castile Cr	From Castile Avenue to Lullwater Drive (E)	C	305
	Villa Ct	From Castile Avenue to cul-de-sac	C	229
	Habanero St	From Lullwater Drive (E) to eastern Limits	C	922
	Sky Ave	From western intersection with Lullwater Drive (E) to eastern limit	C	925
<b>Summerwood</b>				
	Woodtrail Dr	From Summerwood Drive to Summerwood Drive	C	1121
	Windridge Ln	From north to south cul-de-sacs, Located off of Woodtrail Drive	C	612
	Sandalwood Ln	Intersection of Woodtrail Dr. & Sandalwood Lane	C	1080
	Loblolly Ct	From Summerwood Drive to cul-de-sac	C	281
<b>Open Sands</b>				
	Oleander Ct	From Gulf Boulevard (E) to cul-de-sac	C	726
	Hibiscus Avenue	From Oleander Circle to Gulf Boulevard (E)	C	776
	Poinsettia Drive	From Palm Avenue to Gulf Boulevard (E)	D	2739
	Poinsettia Ct	From Poinsettia Drive to cul-de-sac	C	504
<b>Colony Club</b>				
	Fairway Circle Extension	Rodway Connecting Nautilus Street to Colony Club		30
	Colony Harbour Rd	From Moonlight Bay Drive to Shadow Bay Drive	C	914
	Colony Bay Harbour Dr	From Colony Harbour Road to Shadow Bay Drive	C	586
	Shadow Bay Drive	From Moonlight Bay Drive Colony Harbour Road	D	990
	Sunset Circle	From Twilight Bay Drive to cul-de-sac	C	642
<b>Bahama Beach</b>				
	Evergreen Street	From Panama City Beach Parkway to Agave Street	C	1422
	Edna Street	From Beth Street to Fernwood Place	D	605
	Gardenia Street	From Panama City Beach Parkway to Hutchinson Boulevard	C	2500
	Fernwood Street	Agave Street to Hutchinson Boulevard	D	1120

Totals	33593
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Total Lane Miles	12.72
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# Habanero Avenue Pre-Construction

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# Habanero Avenue Post-Construction

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# Recap on Project

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- Currently Complete with 73% of roadway paving (as of 7/27/23)
- Provided Contractor with 8 Additive Alternate Speed Humps for 5 different roads
- Final Completion September 5, 2023
- 12.72 Lane Miles Resurfaced



# Questions?

Street Resurfacing  
FY 2022 & FY 2023





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

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

Lynne Fasone, City Council

**2. MEETING DATE:**

August 8, 2023

**3. REQUESTED MOTION/ACTION:**

Staff recommends approval.

**4. AGENDA:**

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Financial Health

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

By approval of this matter on the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

[Surplus List.08.08.2023.v2.pdf](#)



## City of Panama City Beach Surplus List

August 8, 2023 City Council Meeting

### Other Machinery and Equipment

City Asset ID	Serial #	Department	Employee Assigned	Description	Comments
02230	SN: 15TGE-1210	Fire Dept.		Scott Aviation Husair Compressor	
02519	VIN: 5Y4AMA1Y6HA105237	Fire Dept.		Yamaha ATV	
01745	SN: PPU1501512	Fire Dept.		Holmatro Personal Power Unit	

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



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

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

Mel Leonard, Building & Planning

**2. MEETING DATE:**

August 8, 2023

**3. REQUESTED MOTION/ACTION:**

Staff recommends that City Council hold a third reading of Ordinance No. 1623-R, make any needed changes, and adopt the Ordinance.

**4. AGENDA:**

REGULAR AGENDA / DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Quality of Life  
Attractive Community

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

On June 8, 2023, the Council directed further material changes that would help address stormwater drainage issues in older subdivisions. On that direction, the City Manager consulted with the Public Works staff on how effective Section 4.02.02.D.7 of the Land Development Code has been in managing stormwater run-off from development of vacant lots in older subdivisions.

The Public Works and Building staff recommended removing limiting language in the section regarding stem wall construction and keeping the requirement discretionary. Staff also recommended adding a requirement that drainage plans be submitted by a licensed engineer and approved by Public Works. A final inspection will be conducted by the contractor and engineer who must provide an as-built survey and confirmation of as-built compliance to the City. The Planning Board considered a prior version of this ordinance and additionally recommended that Staff create a Stormwater Acknowledgement Form informing contractors and property owners of impacted lots that stormwater management alterations of the site after City approval may require additional action if surrounding properties are adversely affected.

Enforcement and penalties for non-compliant contractors are included in Section 8-52 of the City Code.

If approved, this Ordinance will be considered for final adoption at the Council's September 14th meeting.

[Ord 1623-R.Infill Lot Stormwater Requirements.3rd Reading.08.03.23.pdf](#)

## ORDINANCE NO. 1623-R

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE; REVISING THE DESIGN STANDARDS REGARDING STEM WALLS, DRAINAGE PLANS AND INSPECTIONS IN SUBDIVISIONS WITHOUT AN APPROVED STORMWATER MANAGEMENT PLAN; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.02.02(D) of the City's Land Development Code related to the Dimensional Standards for Zoning Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

### 4.02.02 Dimensional Standards for Zoning Districts

...

#### D. Building Height, Setback and Coverage Requirements

1. **Building** location is determined by the **Setback** standards from the property line on the front, sides and rear of the property. Table 4.02.02.A sets forth the **Setback** requirements, along with the maximum **Building Height** for each zoning district. These provisions are modified for FBO districts pursuant to Section 7.02.03.
2. Every part of the required **Setback area** shall be open from its lowest point to the sky, unobstructed except for the customary projection of sills, belts, courses, **Cornices**, ornamental features, and **Eaves** that do not extend more than three (3) feet into the setback area; approved **Accessory Buildings**; and fencing. Open or enclosed fire escapes, outside stairways, balconies, chimneys, flues, generators or other projections shall not extend into any required **Setback area**, except that uncovered steps may project not more than three (3) feet into any required **Setback area**. Air conditioner/heat pumps shall be located the lesser of the **Setback** for the principal **Building** or five (5) feet from the property line. Underground improvements are not subject to **Setback** requirements.
3. **Building Height** shall be measured from the highest crown (highest point in the vehicular area of the right of way) of an abutting street to the highest point of the ceiling in the highest habitable **Story**.
4. **Roof** pitches greater than 12:12 (twelve feet of rise for twelve horizontal feet), height are prohibited.
5. Nothing shall extend above the ridgeline except chimneys, cupolas, steeples, parapets, antennas, mechanical equipment and elevator equipment. Within the AR zoning district, height limitations shall not apply to silos.
6. Within commercial districts, there shall be no projection of sills, belts, courses ornamental features



or **Eaves** over any public right-of-way.

**7.** A vacant lot located within a subdivision without an approved stormwater management plan must additionally comply with the following standards:

- (a) No impervious surface is permitted within five (5) feet of a property line;
- (b) A swale shall be constructed within the entire limits of the adjacent right-of-way consisting of grass seed or sod and a minimum depth of six (6) inches;
- (c) The roof shall be designed to drain toward swales (roof drains may be required when necessary);
- (d) Lot grading shall not be directed towards adjacent properties;
- (e) Stem wall construction may be required by the Public Works Department, ~~in Special Flood Hazard Areas and/or on lots where adjacent property elevations differentiate by six (6) inches or more;~~
- (f) The City may approve a pool deck to be installed up to the rear property line subject to additional requirements to adequately mitigate stormwater runoff. Grading away from adjacent lots and a combination of deck drains or catch basins installed to control runoff may be required. A retaining wall may be required for elevation changes of six (6) inches or more with an adjacent property;

**(g) Prior to the issuance of any Development Order or Building Permit, the applicant shall submit a grading and drainage plan, subject to the approval of the Public Works Department, designed to prevent excess stormwater runoff in a 100-year flood event of critical duration which shall bear the stamp of a Florida Licensed Professional Engineer. The Building Department shall not issue a certificate of occupancy without receipt of an As-Built Survey, bearing the stamp of a Florida Licensed Professional Land Surveyor and a letter, bearing the stamp of a Florida Licensed Professional Engineer certifying that the drainage plans were built as designed, subject to the review of the Public Works Department. All grading and drainage plans required by subsection (g) shall contain:**

**1. Name, address, and telephone number of the applicant.**

**2. Location map and/or aerial photograph of the development site, which clearly outlines project boundaries.**

**3. Boundary and topographic survey, including the location of all easements, rights of way, and Coastal Setback Line or Coastal Construction Control Line as appropriate. Topographic survey to extend by a minimum of ten (10) feet beyond the property line. Must show highest point of the crown of the road or top of curb along the lot frontage.**

**4. Flood zone determination from the Flood Insurance Rate Maps.**

**5. Elevations of any flood zone along with the flood hazard boundaries shall be delineated on the drainage plans. For structures located in FEMA Special Flood Hazard Areas, include the Engineer's determined Base Flood Elevation. (For Special Flood Hazard Areas without base flood elevations see 3.02.05(B)).**

**6. The grading and drainage plans shall include existing and proposed finished grade contours at one (1) foot elevation intervals. Flow arrows indicating the Stormwater runoff directions.**

**7. A detailed description of the method of conveying stormwater from imperious surface to the Right of Way with elevations and dimensions.**

**Table 4.02.02.A: Building Height and Setback Standards**

[INTENTIONALLY OMITTED]

8. Within the **Residential** subdivisions listed below that are located outside an FBO district, no permit shall be issued for a three (3) Story dwelling or a dwelling exceeding twenty (20) feet in **Building Height** until at least thirty (30) percent of the lots in the subdivision have been developed with two (2) story dwellings. This provision does not apply to the portions of the following subdivisions located within an FBO district:

Miramar Beach Area - All R-1C zoned areas in the following subdivisions:

- ☐ Miramar Heights Subdivision
- ☐ Wells Gulf Beach Estates
- ☐ Miramar Beach 1st Addition

Palmetto Trace - All phases.

Summerwood - All phases.

Summerbreeze Subdivision - All phases

Gulf Highlands, Unit 2 - All R-1B zoned areas.

Open Sands - All R-1C zoned areas including the Pura Vida unrecorded subdivision.

Gulf Highlands Subdivision - All R-1B or R-1C zoned areas.

El Centro Beach Area - All R-1C zoned areas in the following subdivisions:

- ☐ El Centro Beach
- ☐ Diamond Head Section of Lakeside By The Gulf
- ☐ Crown Point Section of Lakeside By The Gulf

Colony Club Area - All property zoned as R-1A in the following subdivisions:

- ☐ Greens West
- ☐ Bay West Estates Unit 1
- ☐ Colony Club Subdivision Phase 1
- ☐ Trieste Phase 2
- ☐ North Colony Club Estates Phase 1
- ☐ Trieste
- ☐ Colony Club Harbour Phases 1, 2, and 3
- ☐ All unrecorded lots in the Colony Club area.

The Glades Area - All property zoned as R-1B or R-O in the following subdivisions:

- ☐ The Glades and The Glades Phase II
- ☐ Tierra Verde and Tierra Verde Phase II
- ☐ Glades unrecorded addition

Bid-A-Wee Beach Area - All property zoned as R-1C or R-O in the following subdivisions:

- ☐ Seclusion Beach
- ☐ North Bid-A-Wee 1st Addition
- ☐ North Bid-A-Wee Beach
- ☐ Reflections
- ☐ Bid-A-Wee Beach 1st Addition
- ☐ Bahama Beach and Bahama Beach 1st Addition
- ☐ Doughty Addition to Bahama Beach
- ☐ Fernwood Park
- ☐ Gardenia Beach
- ☐ Hearn's Addition to Bahama Beach
- ☐ Hutchison's 1st Addition and 2nd Addition
- ☐ Leary's 2nd Addition

(Ord. #1340, 4/9/15; Ord #1475, 12/13/18; Ord. #1514, 2-13-20)

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

SECTION 3. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

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

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passed.

**PASSED, APPROVED AND ADOPTED** at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF PANAMA CITY BEACH**

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

**ATTEST:**

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

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Mark Sheldon, Mayor





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

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

Cole Davis, Legal

**2. MEETING DATE:**

August 8, 2023

**3. REQUESTED MOTION/ACTION:**

Consider ordinance for adoption and hold a public hearing.

**4. AGENDA:**

REGULAR AGENDA / DISCUSSION / ACTION  
ITEMS

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Public Safety  
Quality of Life

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

Ordinance No. 1625 makes various changes to Chapter 29 of the Code of Ordinances related to Emergency Management.

On April 14, 2022, the City Council passed Ordinance No. 1586, which amended Chapter 29 and authorized the City Manager to declare civil emergencies and take measures to address riots and civil unrest. This new ordinance expands the authority of the City Manager to declare emergencies generally in natural disasters and other types of emergency situations. Specifically, Ordinance 1625 does the following:

- Adds a definition for emergencies in general;
- Gives the City Manager the power to declare a state of emergency for natural, technological or other manmade disasters that have occurred or are imminent;
- Provides for a 7 days duration of a general state of emergency or emergency order and limits the total duration of non-weather related emergencies that limit the rights or liberties of individuals to 42 days; and
- Incorporates the City's Comprehensive Emergency Management Plan as a framework for the City to handle emergencies and disasters.

This Ordinance was approved at first reading on July 13, 2023. It is unaltered from the previously approved version.

[Ord 1625.Emergency Management Ordinance.2nd Reading.08.02.2023.special.pdf](#)  
[Proof of Pub Ord 1625.PDF](#)

## ORDINANCE 1625

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES CHAPTER 29 RELATED TO EMERGENCY MANAGEMENT; AMENDING DEFINITIONS; AMENDING DECLARATIONS OF EMERGENCIES; AMENDING THE DURATION OF EMERGENCY ORDERS; INCORPORATING THE CITY’S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach (“City”) is a municipality granted home rule authority pursuant to Article VIII, Section 2 of the Constitution of the State of Florida and Section 166.021, Florida Statutes, constitutionally and statutorily guaranteeing it the right to exercise its governmental, corporate, and proprietary powers for municipal purposes, including to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the City is further empowered pursuant to sections 252.38 and 252.46, Florida Statutes, to declare emergencies and authorize emergency orders as necessary for emergency management; and

WHEREAS, the City Council desires to codify who holds emergency powers, the duration of emergencies, and the detailed management of emergencies and disasters, to respond more quickly and effectively to future emergencies.

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

SECTION 1. From and after the effective date of this Ordinance, Chapter 29 of the City’s Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

### **Chapter 29: Emergency Management**

#### **ARTICLE I – IN GENERAL**

##### **Section 29-1. Reserved**

##### **Section 29-2. Definitions**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Civil Emergency* means the existence or imminent threat of an act of violence or a flagrant and substantial defiance of or resistance to a lawful exercise of public authority and that, on account

thereof, there is reason to believe that there exists a clear and present danger of a riot or other general public disorder, widespread disobedience of the law, and substantial injury to persons or to property, all of which constitute an imminent threat to public peace or order and to the general welfare of the City.

(b) *Curfew* means a prohibition against any person or persons walking, running, loitering, standing or motoring upon any alley, street, highway, public property or vacant premises within the corporate limits of the City, except the persons officially designated to perform duties by local emergency order, resolution or ordinance.

**(c) *Emergency* means any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.**

(c) *Emergency Management* means the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters. Specific emergency management responsibilities include, but are not limited to:

1. Reduction of vulnerability of people and subparts of this community to damage, injury, and loss of life and property resulting from natural, technological, or manmade emergencies or hostile military or paramilitary action.
2. Preparation for prompt and efficient response and recovery to protect lives and property affected by emergencies.
3. Response to emergencies using all systems, plans, and resources necessary to preserve adequately the health, safety, and welfare of persons or property affected by the emergency.
4. Recovery from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies.
5. Provision of an emergency management system embodying all aspects of pre-emergency preparedness and post-emergency response, recovery, and mitigation.
6. Assistance in anticipation, recognition, appraisal, prevention, and mitigation of emergencies which may be caused or aggravated by inadequate planning for, and regulation of, public and private facilities and land use.

**Section 29-3 through 29-39. Reserved.**

## **ARTICLE II - ~~CIVIL~~ EMERGENCIES**

### **Section 29-40. Declaration of Civil Emergency**

Whenever the City Manager determines that there exists a *Civil Emergency* ~~or during a declared state or county emergency pursuant to the provisions of Chapters 252 or 381, Florida Statutes~~, the City Manager may declare that a state of emergency exists within the City's corporate boundaries.

### **Section 29-41. Declaration of *Emergency* in General**

**Whenever the City Manager determines that there exists an *Emergency*, or during a declared state or county emergency pursuant to the provisions of Chapters 252 or 381, Florida**

**Statutes, the City Manager may declare that a state of emergency exists within the City's corporate boundaries.**

**Section 29-412. Discretionary Emergency Measures**

(a) Whenever the City Manager declares that a state of emergency exists, pursuant to sections 29-40 **or 29-41**, the City Manager may order and promulgate, by issuance of a written emergency order, any, or all of the following *Emergency Management* measures, in whole or in part, with such limitations and conditions as ~~the City Manager~~ **he or she** may deem appropriate, including but not limited to:

1. Such powers and authorities vested in municipalities to promulgate such emergency measures as authorized under Chapters 252, 381 and 870, Florida Statutes.
2. The establishment of *Curfews* in all or part of the City. The order may exempt from some or all of the curfew restrictions classes of people whose exemption ~~the City Manager finds~~ **is** necessary for the preservation of the public health, safety and welfare. The proclamation shall state the exempted classes and the restrictions from which each is exempted.
3. The prohibition of the sale, distribution, or service of any alcoholic or intoxicating beverage, with or without the payment or a consideration therefore.
4. The prohibition of the possession or consumption of alcoholic or intoxicating beverages other than on one's own premises.
5. The closing of any area of public or private assemblage. The order shall allow the owner of real property access and may grant additional exemptions for those the City Manager finds necessary for the preservation of the public health, safety and welfare.
6. The prohibition of the rental or operation of any low-speed vehicle, golf cart, autocycle, or any other class or kind of traffic found to be incompatible with the normal and safe movement of traffic on any or all street(s) within the territorial jurisdiction of the City.
7. The termination of utility services at any real property address within the City's utility franchise service area.
8. The suspension, revocation, modification, or denial of a special event permit sought or issued under Chapter 4 of the City's Code of Ordinances.
9. The authorization of the use of City property for the lawful storage, detention, or impoundment of persons or property, including but not limited to motor vehicles.
10. The authorization to use City personnel to enter upon private property and provide emergency nuisance abatement where any violation of the City Code or condition existing on real property presents a serious threat to the public health, safety, and welfare in accordance with sections 15-17 and 25-31 of this Code, including but not limited to the provision of private security to protect private property or for City personnel to otherwise provide emergency assistance to private property or businesses critically, adversely affected by the declared emergency.
11. The authorization to close any public beach access or portion of the sandy gulf beach.

12. The authorization to request federal, state, regional and county emergency assistance or mutual aid, and the power to render mutual aid to other governmental entities as City resources allow.

13. To impose and implement any other conditions narrowly tailored towards *Emergency Management* of the declared *Civil Emergency* **or Emergency.**

### **Section 29-423. Advanced Emergency Prevention Measures**

(a) Whenever the City Manager determines, based upon the written request of the Chief of Police and a review of available credible intelligence, that there exists a reasonable likelihood that a *Civil Emergency* will exist in the City within the approaching twelve (12) hours, the City Manager shall be authorized to issue an administrative order directing any or all of the following advanced preventative measures, in whole or in part, with such limitations and conditions as the City Manager may deem appropriate, including but not limited to:

1. The prohibition of the sale, distribution, or service of any alcoholic or intoxicating beverage, with or without the payment or a consideration therefore, between the hours of 2:00 a.m. and 7:00 a.m. on the same day.
2. The measures set forth in section 29-41(a)(6)(8)(9) and (11).

(b) Any administrative order promulgated by this Section 29-423 shall be limited in its duration to twenty-four (24) hours and may be extended by the City Manager for two (2) additional twenty-four (24) hour periods but shall not exceed a maximum duration of seventy-two (72) hours unless extended by a duly enacted resolution of the City Council.

### **Section 29-434. Filing and Publication**

Any state of emergency, emergency order, or advanced preventative administrative order declared or ordered by virtue of the terms of sections 29-40 through 29-423 shall, as promptly as practicable, be filed in the office of the City Clerk and delivered to appropriate news media for publication and to local radio and television stations for broadcast, as well as posted on the City's website and broadcast on any publicly available emergency notification system.

### **Section 29-445. Duration and Scope of Emergency Order.**

A state of emergency or emergency order established under this Article:

1. **Civil Emergency** - Shall terminate at the end of a period of seventy-two (72) consecutive hours thereafter unless, prior to the end of such seventy-two (72) hour period, the City Manager or City Council shall have terminated such state of emergency. **The Civil Emergency may be terminated, modified, or extended beyond the seventy-two (72) hour time limit by duly enacted ordinance or resolution of the City Council.**

2. **Emergency In General** – Shall terminate seven (7) days after issuance. **The Emergency may be terminated, modified, or extended beyond the seven (7) day time limit by a majority vote of the City Council by duly enacted ordinance or resolution. Any order issued in response to a non-weather related Emergency that limits the rights or liberties of individuals or businesses shall not extend beyond a total duration of forty two (42) days.**

~~23.~~ May be limited to a specific geographic area necessary to accomplish the goal of *Emergency Management*.

~~3. May be terminated, modified, or extended beyond the seventy-two (72) hour time limit by duly enacted ordinance or resolution of the City Council.~~

4. Which restricts or closes the operation of a business shall contain the specific reasons for such restriction and shall be reassessed regularly.

5. Any Curfew shall allow persons to travel to and from their residence and place of employment.

#### **Section 29-46 – Comprehensive Emergency Management Plan**

**The City has adopted a Comprehensive Emergency Management Plan (“CEMP”) to establish a framework, guidelines, and a management structure for the City to handle emergencies and disasters. The City CEMP is guided by Florida Statute Chapter 252 and is intended to coordinate with Bay County’s CEMP, the State of Florida’s Emergency Response Plans, and the National Response Framework. To the extent not inconsistent with City Code, the CEMP is hereby incorporated herein.**

#### **Section 29-457. Penalties and Enforcement**

(a) Any person who violates any condition set forth in an order of the City Manager or otherwise disrupts or obstructs *Emergency Management* activities shall be subject to penalties as authorized by section 1-12 of the City’s Code of Ordinances and Chapters 252 and 870, Florida Statutes.

(b) Civil fines. Notwithstanding subsection (a) herein, the following civil fines shall be imposed upon a person or business establishment in violation of any curfew or other condition created, established, ordered, adopted or promulgated pursuant to this article, or Chapter 252, Florida Statutes.

1. First violation: \$500.00.

2. Second (or subsequent) violation within the preceding 12 months: \$1,000.00.

(c) Enhanced penalties. Notwithstanding subsection (a) herein, and in addition to those civil fines identified in subsection (b) herein, the following enhanced penalties shall be imposed upon a business establishment operating in violation of any *Curfew* created, established, ordered, adopted or promulgated pursuant to this article or Chapter 252, Florida Statutes:

1. The offending business establishment must immediately cease all business operations and activities; and

2. The offending business establishment shall be prohibited from commencing any business operations or activities until the appropriate civil fine, as set forth in subsection (b) herein, has been received by the City; and

3. The offending business establishment has remitted an executed attestation of compliance demonstrating that such establishment has reviewed those emergency order(s) and measures promulgated pursuant to the declared state of emergency, and which attestation shall further specify that the business establishment has taken all required measures to prevent a future recurrence of such curfew violation.

(d) Criminal Penalties. Any person who willfully or knowingly violates any condition established by an emergency or administrative order adopted or promulgated pursuant to Section 29-41 is guilty of a misdemeanor of the second degree.

(e) The Civil Penalties established in this Article and incorporated into specific provisions of this Chapter 29 are always cumulative and in addition to any other civil or criminal penalties available for a violation of the City's Code of Ordinances, including the general penalty and terms set forth in Section 1-12, and also cumulative and in addition to any requirements, proscriptions and civil or criminal penalties under state law.

(f) Civil penalties issued and assessed for violations of this Chapter may be administered through the City's Hearing Officer Code Enforcement System pursuant to Chapter 25 as it may be amended from time to time.

(g) Any business or person found to be in repeat violation of this Chapter shall be subject to immediate suspension of utility service upon the order of the City Manager.

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

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

**SECTION 4. SEVERABILITY.** If any clause or portion of this ordinance is held invalid or unenforceable, the remainder of this ordinance shall continue in full force and effect.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its passage.

**PASSED, APPROVED AND ADOPTED** at the special meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF PANAMA CITY BEACH**

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

**ATTEST:**

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

EXAMINED AND APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Posted on **pcbfl.gov** on the 17th day of July, 2023.

Posted on the **Bay County Public Notices website** on the 29th day of July, 2023.





# AFFIDAVIT OF PUBLICATION

**Column Software, PBC**  
331 NW 26th St, Suite 304  
Miami, FL, 33127

Before the undersigned authority personally appeared Bailee Liston, who on oath says that he or she is an agent of Column Software, PBC; that the attached copy of advertisement, being a legal advertisement or public notice of Other Notice in the matter of Notice Ord 1625, was published on the publicly accessible website of FL, hosted by Column Software, PBC on 29 Jul 2023

and that the fees charged are legal.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Florida Statutes; and affiant further says that he or she has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication on said website.

**NOTICE ID:** AXTYeMLkbs4JNblgWOVh  
**Publication Fee:** 0.00

*Bailee Liston*

(Signed)  
as authorized signatory of Column Software, PBC

## **VERIFICATION**

State of Florida  
County of Charlotte

Subscribed in my presence and sworn to before me on this:  
07/31/2023

*Rachael Mary Schultz*

Notary Public  
Notarized online using audio-video communication

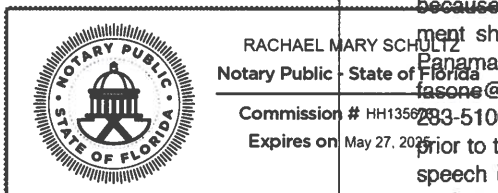
## Published in Bay County PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following entitled ordinance shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and second reading at its special meeting to be conducted at **9:00 A.M. on THURSDAY August 8, 2023**, or as soon thereafter as the matter may be heard, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida, to-wit,

**ORDINANCE NO. 1625**  
**AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 29 RELATED TO EMERGENCY MANAGEMENT; AMENDING DEFINITIONS; AMENDING DECLARATIONS OF EMERGENCIES; AMENDING THE DURATION OF EMERGENCY ORDERS; INCORPORATING THE CITY'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

This meeting will be held at City Hall. The live meeting will be live-streamed on [www.pcbfl.gov](http://www.pcbfl.gov). All persons wishing to be heard on the adoption of the Ordinance are invited to appear.

Any person requiring a special accommodation to participate in this meeting because of a disability or physical impairment should contact Lynne Fasone, the Panama City Beach City Clerk, [lynne.fasone@pcbfl.gov](mailto:lynne.fasone@pcbfl.gov) or by phone at (850) 283-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).  
CITY OF PANAMA CITY BEACH, FL  
BY: /s/ Lynne Fasone  
City Clerk





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

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

Cindy Kittler, Building & Planning

**2. MEETING DATE:**

August 8, 2023

**3. REQUESTED MOTION/ACTION:**

Hold a public hearing and consider adoption of Resolution No. 23-204.

**4. AGENDA:**

REGULAR AGENDA / DISCUSSION / ACTION  
ITEMS

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Public Safety  
Quality of Life  
Financial Health

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

On July 13, 2023, the Council adopted an Initial Assessment Resolution approving notices and a preliminary roll of properties to be included in 2023-2024 NAV Nuisance Abatement Assessment Program. As directed by that Resolution, notices have been sent to affected owners, and notice of the August 8 public hearing has been published in the News Herald and in TRIM notices for the affected owners.

The Final Resolution confirms the findings of the Initial Resolution and adopts the final roll of properties on which these non-ad valorem assessments will be levied. The estimated cost to be recovered through Assessments for the fiscal year commencing October 1, 2023 is \$11,786.38.

Staff recommends approval.

[Res 23-204.Final Nuisance Assessment Resolution.pdf](#)

**RESOLUTION NO. 23-204**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATING TO NUISANCE ABATEMENT WITHIN THE CITY; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; PROVIDING AUTHORITY, DEFINITIONS AND FINDINGS; APPROVING THE NUISANCE ABATEMENT ASSESSMENT ROLL; PROVIDING FOR THE IMPOSITION OF NUISANCE ABATEMENT ASSESSMENTS; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; PROVIDING SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Panama City Beach (the “City”) has adopted Chapter 28 (the “Assessment Ordinance”) and Chapter 15, (the “Nuisance Ordinance”), as codified in the City’s Code of Ordinances and which collectively provide for the imposition of special assessments for nuisance abatement which benefit property within the Assessment Area; and

**WHEREAS**, on July 14, 2023, the City Council adopted Resolution No. 23-196 (the “Initial Assessment Resolution”) confirming the Nuisance Abatement Assessment Area, describing the method of assessing the Nuisance Abatement Service Cost against the real property that will be specially benefitted thereby, and directing preparation of the Nuisance Abatement Roll and the provision of the notices required by law; and

**WHEREAS**, pursuant to the Assessment Ordinance, the City Council is required to confirm or repeal the Initial Assessment Resolution with such amendments as the City Council deems appropriate after hearing comments and receiving objections of all interested parties; and

**WHEREAS**, the Assessment Roll has been filed with the City Manager or his designee, as required by law; and

**WHEREAS**, notice of a public hearing has been published and mailed to each property owner proposed to be assessed notifying such property owner of the opportunity to be heard concerning the assessments; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

**WHEREAS**, a public hearing has been duly held on August 8, 2023, and comments and objections of all interested persons have been heard and considered as required by law.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AS FOLLOWS:**

**SECTION 1. AUTHORITY.** This Final Assessment Resolution is adopted pursuant to the Initial Assessment Resolution, as amended herein, Chapter 166, Florida Statutes, Article VIII, Section 2, Florida Constitution, the Assessment Ordinance and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** This Resolution is the Final Assessment Resolution. All capitalized terms in this Final Assessment Resolution shall have the meanings defined in the Initial Assessment Resolution.

**SECTION 3. FINDINGS.**

(A) The findings provided in Section 1.04 of the Initial Assessment Resolution are hereby ratified, confirmed and incorporated as if set forth fully herein.

(B) To the extent necessary, the Council finds that the Nuisance Abatement Service and the Nuisance Abatement Service Cost identified in the

Initial Assessment Resolution are hereby determined to be an Essential Service and a Service Cost, respectively, as defined in the Assessment Ordinance.

**SECTION 4. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION.**

(A) All actions taken by the City Council with regard to the Initial Assessment Resolution, as amended herein, are hereby ratified and confirmed.

(B) After public hearing, comment from affected property owners, City staff, consultants and counsel, and deliberation by the City Council at its noticed public hearing, the City Council hereby ratifies and confirms the Initial Assessment Resolution.

**SECTION 5. APPROVAL OF NUISANCE ABATEMENT SERVICE COSTS.**

(A) The Nuisance Abatement Service Costs comprising the Nuisance Abatement Assessment for each Tax Parcel are found and determined to be fairly and equally apportioned among the Tax Parcels identified on the Nuisance Abatement Assessment Roll.

(B) The estimated cost to be recovered through Assessments for the fiscal year commencing October 1, 2023 is \$11,786.38.

(C) The following Nuisance Abatement Service Costs are hereby allocated among the following Tax Parcels for Service Costs incurred by the City commencing October 1, 2023:

PARCEL ID	PROPERTY OWNER	SERVICE COST
34190-000-000	H&A Inc.	\$867.46
34024-375-000	John B. Taylor	\$2,849.50
33210-000-000	Victoria Patterson	\$1,287.27

33863-010-000	Angela R. Detrick f/n/a Angela R. Buckley	\$4,667.84
33830-304-000	Gayle P. Bradbury	\$2,114.31

(D) The Nuisance Abatement Service Costs established in this Final Assessment Resolution are the actual Service Costs applied by the City to establish the Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2023.

**SECTION 6. APPROVAL OF ASSESSMENT ROLL.** The Nuisance Abatement Assessment Roll is hereby approved, confirmed and adopted as the City's Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2023.

**SECTION 7. IMPOSITION OF ASSESSMENTS TO FUND NUISANCE ABATEMENT.**

(A) The Tax Parcels described in the Nuisance Abatement Assessment Roll are hereby found to be specifically benefitted by the provision of the Nuisance Abatement services and programs in the amount of the Nuisance Abatement Assessment set forth in the Nuisance Abatement Assessment Roll.

(B) For the Fiscal Year commencing October 1, 2023, the Nuisance Abatement Service Cost for the Nuisance Abatement Assessment Area shall be calculated and apportioned based upon the actual cost of Nuisance Abatement. The costs as set forth in the Initial Assessment Resolution, as amended by this Resolution, are hereby approved and found to be a fair and reasonable method of assessing the costs for the benefitted properties.

(C) The Nuisance Abatement Assessments as set forth in the Initial Assessment Resolution, and as set forth in the Nuisance Abatement Assessment

Roll, are hereby levied and imposed on all Tax Parcels described in the Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2023.

(D) Upon adoption of this Final Assessment Resolution, the Nuisance Abatement Assessments shall constitute a lien against the assessed properties equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid. The lien shall be deemed perfected upon adoption by the City Council of this Final Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

#### **SECTION 8. COLLECTION OF ASSESSMENTS.**

(A) The Nuisance Abatement Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

(B) Upon adoption of this Final Assessment Resolution, the City Manager or his designee shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, 2023, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

**SECTION 9. EFFECT OF FINAL RESOLUTION.** The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the method by which the Assessments are computed, the Nuisance Abatement Assessment Roll, the terms for prepayment of the Assessments, the levy and lien of the Assessments, and the special benefit to assessed property) unless proper

steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on this Final Assessment Resolution.

**SECTION 10. SEVERABILITY.** The provisions of this Final Assessment Resolution are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Final Assessment Resolution shall not be affected thereby.

**SECTION 11. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**PASSED, ADOPTED AND APPROVED** \_\_\_\_ day of August, 2023.

**CITY COUNCIL OF PANAMA  
CITY BEACH, FLORIDA**

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

(SEAL)

Attest:

By: \_\_\_\_\_  
Lynne Fasone, City Clerk

Attachments:      Appendix A – Proof of Publication  
                         Appendix B – Affidavit of Mailing  
                         Appendix C – Form of Certificate to Non-Ad Valorem  
                         Assessment Roll



## Appendix A—Proof of Publication

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune | News Herald  
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

## **PROOF OF PUBLICATION**

City of Panama City Beach  
17007 Panama City Beach PKWY  
Panama City Beach FL 32413-5225

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Panama City News Herald, published in Bay County, Florida; that the attached copy of advertisement, being a Main Legal CLEGL, was published on the publicly accessible website of Bay County, Florida, or in a newspaper by print in the issues of, on:

07/19/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/19/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$292.52

Order No: 9059285

Customer No: 542518

PO #:

# of Copies:

-1

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

MARIAH VERHAGEN  
Notary Public  
State of Wisconsin

**NOTICE OF HEARING  
TO IMPOSE AND PROVIDE FOR COLLECTION  
OF SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of Panama City Beach, Florida, will conduct a public hearing to consider adoption of a Nuisance Abatement Final Assessment Resolution related to the imposition of special assessments nuisance abatement to reimburse the City for services undertaken by the City of Panama City Beach to abate a nuisance on the following properties:

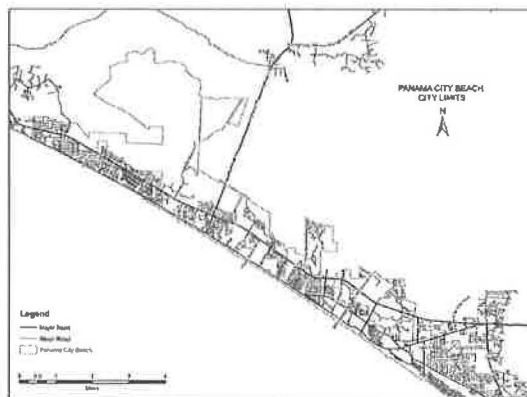
PARCEL ID	PROPERTY OWNER
34190-000-000	H&A Inc.
34024-375-000	John B. Taylor
33210-000-000	Victoria Patterson
33863-010-000	Angela R. Detrick f/n/a Angela R. Buckley
33630-304-000	Gayle P. Bradbury

The total property abatement assessment revenue to be collected from all assessed properties is estimated to be \$11,786.38 for the fiscal year beginning October 1, 2023.

The Nuisance Abatement Final Assessment Resolution will provide for the imposition of special assessments, sometimes characterized as non-ad valorem assessments, against property located within the boundaries of the City and collection of the assessments by the uniform billing method described in Section 3.01 of City Ordinance No. 947. The hearing will be held at 9:00 AM on August 8, 2023 at City Council Chambers of City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within twenty (20) days of this notice. If adopted by the Council, the Nuisance Abatement Assessments will be collected by the Tax Collector on the tax bill to be mailed November 2023.

The assessments have been proposed to fund nuisance abatement related essential services and improvements throughout the City. The assessment for each tax parcel within the Assessment Area will be based upon the actual costs incurred by the City attributable to the abatement of a nuisance on each tax parcel as of the date the assessments are imposed. A more specific description of the nuisance abatement related services and improvements and the method of computing the assessment for each parcel of property are set forth in the Initial Assessment Resolution 23-196 adopted by the City Council on July 13, 2023. Copies of the Initial Assessment Resolution, the proposed Final Assessment Resolution and the Nuisance Abatement Assessment Roll, together with Ordinances 947 and 1313 (the Assessment Ordinances) and Ordinance 1294 (the Nuisance Ordinance) are available for inspection at the office of the City Clerk, located at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida. .

The properties subject to this Assessment lie within the Assessment Area geographically depicted below:



If you have any questions, please contact the City Clerk's Office at (850) 233-5100.

ANY PERSON WISHING TO ENSURE THAT AN ADEQUATE RECORD OF THE PROCEEDINGS IS MAINTAINED FOR APPELLATE PURPOSES IS ADVISED TO MAKE THE NECESSARY ARRANGEMENTS FOR RECORDING AT HIS OR HER OWN EXPENSE.

ANY PERSON REQUIRING A SPECIAL ACCOMMODATION AT THIS MEETING BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT THE PANAMA CITY BEACH CITY CLERK, AT CITY HALL, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FLORIDA 32413 OR BY PHONE AT (850) 233-5100 AT LEAST 48 HOURS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED, AND YOU POSSESS TDD EQUIPMENT, YOU MAY CONTACT THE CITY CLERK USING THE FLORIDA DUAL PARTY RELAY SYSTEM WHICH CAN BE REACHED AT (800) 955-8770 (VOICE) OR (800) 955-8771.

## Appendix B—Affidavit of Mailing

## AFFIDAVIT OF MAILING

BEFORE ME, the undersigned affiant, personally appeared Cindy Kittler, who after being duly sworn, deposes and says:

On July 14, 2023 I mailed each of the attached notices by first class U.S. mail, to the respective person whose name and address is listed therein as disclosed by the current tax roll, namely:

H&A Inc.  
506 Evergreen Street  
Panama City Beach, FL 32407

Tax Parcel No. 34190-000-000

John B. Taylor  
256 Eagle Drive  
Panama City, FL 32407

Tax Parcel No. 34024-375-000

Victoria Patterson  
131 Coral Drive  
Panama City Beach, FL 32413

Tax Parcel No. 33210-000-000

Angela R. Detrick f/n/a  
Angela R. Buckley  
104 Oleander Circle  
Panama City Beach, FL 32413

Tax Parcel No. 33863-010-000

Gail P. Bradbury  
109 Seclusion Drive  
Panama City Beach, FL 32413

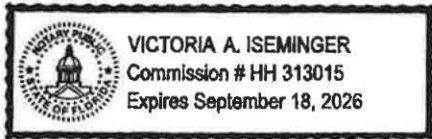
Tax Parcel No. 33830-304-000

FURTHER AFFIANT SAYETH NOT.

  
Cindy Kittler, Affiant

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 14 day of July, 2023, by Cindy Kittler who is personally known to me and did take an oath.



Victoria Iseminger  
Signature of Notary Public

## Appendix C—Certificate

**Certificate to  
Non-Ad Valorem Assessment Roll  
(Nuisance Abatement)**

I, the undersigned, hereby certify that I am the Mayor of The City of Panama City Beach, Florida, located in Bay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll\* for the aforesaid county is property assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll\* as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_\_ day of August, 2023.

\*FY2023-24 Panama City Beach  
Certified Nuisance Abatement Non-Ad  
Valorem Assessment Roll

\_\_\_\_\_  
Mark Sheldon, Mayor  
of City of Panama City Beach, Florida  
Bay County, Florida

ATTEST:

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





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

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

Mark Shaeffer, Utilities

**2. MEETING DATE:**

August 8, 2023

**3. REQUESTED MOTION/ACTION:**

Staff respectfully requests Council approval of Resolution No. 23-205.

The proposed resolution will award three annual contracts for the purchase of water meters for the Utilities Department from Core & Main, LP, Consolidated Pipe & Supply Co., Inc., and Fortiline, Inc. based upon their submittals of the lowest responsive unit price bids. In addition to approving the annual contracts, the proposed resolution will also approve a purchase order in the amount of \$478,869.40, from Core & Main, LP as the lowest bidder for the City's standard meters and authorization of a budget amendment to allow for the water meter purchases needed by the utilities department.

**4. AGENDA:**

REGULAR AGENDA / DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: Yes

**6. IDENTIFY STRATEGIC PRIORITY:**

Financial Health

Public Safety

Economic Development

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

City utility crews use a large variety of water and reclaimed water meters in a range of sizes to meet new customer and replacement needs. In order to have the necessary materials available when needed, City staff keeps an inventory of these items at the City's Gulf Boulevard facility. Recent supply chain uncertainties and known pending development require stockpiling more of these items than in the past, requiring bulk purchasing rather than ordering as needed.

In order to comply with the procurement requirements of the City Charter and facilitate periodic bulk purchases of these items, staff prepared bid documents for standard water meters and accessories used in our system. Our system is standardized with Sensus products constituting the majority of our water and reclaimed water meters. Standardization is beneficial for interchangeability of parts and guaranteed compatibility with the planned automated radio reading system since the majority of our meters are this brand. Sensus is also one of the largest water meter suppliers in the industry.

Terms of the bid documents required submittal of unit prices for the items indicated. Past bids

with fixed costs for the initial one-year term have not endured due to rapidly increasing inflation. The current bid documents provided for a one-year term with provisions for no more than two price increases in a given year based upon the Producer Price Index. All price increases must be approved by the City. Price reductions may be offered at any time during the term of the one-year contract using the same Producer Price Index. Either party may terminate the contract upon 30 days notice.

Bid documents allowed pricing from alternate manufacturers for competition and comparison purposes with the specific condition that they be compatible with the automated meter reading system communication protocol used by Sensus. Bid documents were advertised on May 26, 2023 and three vendors submitted proposals for these materials on June 20, 2023. Bids were received from Core & Main, LP, Fortiline, Inc. and Consolidated Pipe & Supply Co., Inc. A tabulation of bids received is attached.

Fortline, Inc. submitted alternate bids for their product line by Kamstrup but did not provide unit prices for all meter sizes. Core & Main, LP submitted unit pricing for their product line for all specified sizes as did Consolidated Pipe & Supply, Co. from their product line manufactured by Zenner, Inc. for all specified sizes. With the exception of the standard 3/4 inch potable water meter, their unit costs for all meters were the lowest. However, there are some important factors to consider for Zenner's 1-inch and smaller meters. Zenner's warranted battery life is 10 years and their overall warranty including accuracy is 15 years. Sensus warrants their meter including battery life unconditionally for 15 years and an additional 5 years prorated with a full 20 year accuracy warranty. Assuming an interest rate of 5% and using the Zenner replacement battery cost provided in Consolidated Pipe & Supply, Co.'s bid, the cost to replace the battery (materials only) ranges from \$4.50 to \$13.50 in present worth costs for years 11 through 15. Based upon this information, Staff finds that the alternate meter proposed by Zenner for the 1-inch and smaller size for Sensus' Omni base bid is not an equal. Sensus submitted the second lowest bids for all 3/4- and 1-inch meters except for the 3/4-inch potable water meter where they submitted the lowest bid.

Staff seeks to purchase a large quantity of multiple items where the lowest bid was submitted by Core & Main for our standard meters in the total amount of \$478,869.40. A tabulation of the proposed procurement is provided in the attached, proposed purchase order with Core & Main. Staff plans to purchase a limited number of alternate manufacturer's 2- to 6-inch meters within staff spending authority for evaluation. Based upon the outcome of this evaluation, bids/quotes will be secured for Council consideration to secure a supply of these larger meters as well.

Copies of proposed agreements with all three bidders are attached. If approved, purchase orders will be issued periodically as needed under these contracts.

[Res 23-205.Purchase Water Meters.3 Companies.BA 48.special.pdf](#)

[Ex. A. Core and Main.Agreement for Water Meters.pdf](#)

[Ex. B. AGREEMENT for Water Meters\\_Fortiline.pdf](#)

[Ex. C. AGREEMENT for Water Meters\\_Consolidated Pipe & Supply.pdf](#)

[Ex. D. FY 2023 BA #48.07.19.2023.pdf](#)

[PCB2340 Detailed Bid Tab per Item.pdf](#)

[PCB2340\\_Core & Main PO 1 Itemization.pdf](#)

## RESOLUTION NO. 23-205

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH CORE & MAIN, LP, FORTILINE, INC., AND CONSOLIDATED PIPE AND SUPPLY CO., INC. FOR THE PURCHASE OF WATER METERS FOR THE UTILITIES DEPARTMENT AT SET UNIT PRICES; AUTHORIZING THE PURCHASE OF WATER METERS IN THE AMOUNT OF \$478,869.40; AND AUTHORIZING A BUDGET AMENDMENT.**

**BE IT RESOLVED** that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with Core & Main, LP for the purchase of water utility meters for the Utilities Department, at set unit prices as more fully set out in the form **attached** as Exhibit A and presented to the Council today in the amount of \$478,869.40, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with Fortiline Inc., for the purchase of water utility meters for the Utilities Department, at set unit prices as more fully set out in the form **attached** as Exhibit B 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.
3. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with Consolidated Pipe and Supply Co., Inc. for the purchase of water utility meters for the Utilities Department, at set unit prices as more fully set out in the form **attached** as Exhibit C 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.

4. The following budget amendment #48 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2022 and ending September 30, 2023, to appropriate additional funding for the purchase, as shown in and in accordance with the **attached** and incorporated Exhibit D.

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

**PASSED** in special session this \_\_\_\_ day of August, 2023.

**CITY OF PANAMA CITY BEACH**

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

**ATTEST:**

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

**AGREEMENT  
WATER METERS**

**THIS WATER METERS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **CORE & MAIN, L.P.** (Contractor or Vendor).

**PREMISES**

**1. SCOPE OF WORK**

Contractor/Vendor will deliver water meters and various appurtenances on an as-needed basis, as more particularly described in the Specifications listed in Invitation to Bid number PCB23-40.

If the Contractor/Vendor believes that any particular product is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor/Vendor, the Contractor/Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service/product is within the scope of the contract as written, the Contractor/Vendor will be order to and shall continue to supply the work/service/product as changed and at the cost stated for the work/service within the scope. The Contractor/Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of the receipt of this agreement.

**2. COMPENSATION**

As compensation for supplying the product contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the not to exceed bid unit bid price submitted on PCB23-40 WATER METERS. The City shall pay to the Contractor/Vendor as full consideration for the delivery of product required by this Agreement, at the UNIT PRICE contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his/her designee(s).

- A. Extra and/or Additional Work Changes – Should City at any time during the progress of said work request alterations, deviations, additions, or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor/Vendor, and the same shall in no way affect or make void the Agreement. The unit price of any such addition or deletion from the contract Bid price, must be mutually agreed upon by both parties.

**3. PAYMENT**

Contractor/Vendor will invoice for payment to the City when delivery and satisfactory inspection of WATER METERS has been completed. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

#### 4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid for a period of one (1) year with an option to renew for two (2) additional one (1) year terms.

#### 5. PRICE ADJUSTMENTS

- A. Increases – Contractor/vendor may request a price increase adjustment no more than two times in any contract year. In the event Contractor/Vendor desires to increase price, City must be notified immediately. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification. Contractor/Vendor must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor/Vendor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor/Vendor's proposal.
- B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor/Vendor shall permit, when such a request is supported by Producer Price Index.

#### 6. TERMINATION OF CONTRACT

- A. City Termination for Cause – The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor/Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgement and discretion, the City may afford Contractor/Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it seems expedient.

- B. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor/Vendor. In such event, Contractor/Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor/Vendor shall discontinue Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor/Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor/Vendor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors.

**7. COMPLIANCE WITH LAWS**

The Contractor/Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor/Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor/Vendor shall protect and indemnify the City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor/Vendor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor/Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during term of the contract.

**8. WARRANTY**

The Contractor/Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor/Vendor gives to any customer for comparable quantities of such products and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

**9. INSURANCE AND INDEMNIFICATION**

Contractor/Vendor shall at its own expense maintain in force during the term of the contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".



- i. Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Contractor/Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.
- ii. Regardless of the coverage provided by any insurance, the successful Contractor/Vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor/Vendor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

**10. ATTORNEY'S FEES**

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

**11. TIME**

Time is of the essence in this Agreement.

**12. FORCE MAJEURE**

The Contractor's/Vendor's failure or inability to perform the stated scope of work at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

**13. REMEDIES**

In the event of failure of the Contractor/Vendor to deliver product in accordance with the contract terms and conditions, the City, after due written notice, may procure the products from other sources and hold the Contractor/Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within 24-hours of Contractor's/Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

**14. ASSIGNMENT**

This Agreement may be assigned with the consent of the City Council.

**15. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**16. CHOICE OF LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14<sup>th</sup> Judicial Circuit in Bay County, Florida.

**17. MODIFICATIONS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor/Vendor.

**18. WAIVER**

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement.

**19. NOTICES**

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Leah Bailey

Title/Position: Utilities Business Manager

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

Phone: (850) 233-5100, ext. 2420

B. As to Contractor/Vendor:

Contract Representative: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## 20. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

Advertisement for Bids  
 Information for Bidders  
 Scope of Work/Specifications  
 Bid Proposal Form  
 Drug Free Work Place Statement  
 Public Entity Crimes Statement  
 Non-Collusion Affidavit  
 E-Verify  
 Terms and Conditions  
 Notice of Award  
 Agreement  
 Exhibit A – Insurance Requirements  
 Any Additional Exhibits or Appendices

### ADDENDA (S)

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

**IN WITNESS WHEREOF**, the Contractor/Vendor has executed this Agreement as of the day and year first written above.

Signed in the presence of: Contractor/Vendor

Witness 1: \_\_\_\_\_

(Print Name): \_\_\_\_\_

By: \_\_\_\_\_  
 Contractor/Vendor

Witness 2: \_\_\_\_\_

(Print Name): \_\_\_\_\_

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

By: \_\_\_\_\_  
Drew Whitman, City Manager

ATTEST:

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

**AGREEMENT  
WATER METERS**

**THIS WATER METERS AGREEMENT** is made and entered into this \_\_\_\_ day of August, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Fortiline Inc. d/b/a Fortiline Waterworks (Contractor or Vendor).

**PREMISES**

**1. SCOPE OF WORK**

Contractor/Vendor will deliver water meters and various appurtenances on an as-needed basis, as more particularly described in the Specifications listed in Invitation to Bid number PCB23-40.

If the Contractor/Vendor believes that any particular product is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor/Vendor, the Contractor/Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service/product is within the scope of the contract as written, the Contractor/Vendor will be order to and shall continue to supply the work/service/product as changed and at the cost stated for the work/service within the scope. The Contractor/Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of the receipt of this agreement.

**2. COMPENSATION**

As compensation for supplying the product contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the not to exceed bid unit bid price submitted on PCB23-40 WATER METERS. The City shall pay to the Contractor/Vendor as full consideration for the delivery of product required by this Agreement, at the UNIT PRICE contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his/her designee(s).

- A. Extra and/or Additional Work Changes – Should City at any time during the progress of said work request alterations, deviations, additions, or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor/Vendor, and the same shall in no way affect or make void the Agreement. The unit price of any such addition or deletion from the contract Bid price, must be mutually agreed upon by both parties.

**3. PAYMENT**

Contractor/Vendor will invoice for payment to the City when delivery and satisfactory inspection of WATER METERS has been completed. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

#### 4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid for a period of one (1) year with an option to renew for two (2) additional one (1) year terms.

#### 5. PRICE ADJUSTMENTS

- A. Increases – Contractor/vendor may request a price increase adjustment no more than two times in any contract year. In the event Contractor/Vendor desires to increase price, City must be notified immediately. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification. Contractor/Vendor must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor/Vendor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor/Vendor's proposal.
- B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor/Vendor shall permit, when such a request is supported by Producer Price Index.

#### 6. TERMINATION OF CONTRACT

- A. City Termination for Cause – The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor/Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgement and discretion, the City may afford Contractor/Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it seems expedient.

- B. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor/Vendor. In such event, Contractor/Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor/Vendor shall discontinue Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor/Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor/Vendor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors.

**7. COMPLIANCE WITH LAWS**

The Contractor/Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor/Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor/Vendor shall protect and indemnify the City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor/Vendor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor/Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during term of the contract.

**8. WARRANTY**

The Contractor/Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor/Vendor gives to any customer for comparable quantities of such products and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

**9. INSURANCE AND INDEMNIFICATION**

Contractor/Vendor shall at its own expense maintain in force during the term of the contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

- i. Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Contractor/Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.
- ii. Regardless of the coverage provided by any insurance, the successful Contractor/Vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor/Vendor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

**10. ATTORNEY'S FEES**

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

**11. TIME**

Time is of the essence in this Agreement.

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**13. REMEDIES**

In the event of failure of the Contractor/Vendor to deliver product in accordance with the contract terms and conditions, the City, after due written notice, may procure the products from other sources and hold the Contractor/Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within 24-hours of Contractor's/Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.



**14. ASSIGNMENT**

This Agreement may be assigned with the consent of the City Council.

**15. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**16. CHOICE OF LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14<sup>th</sup> Judicial Circuit in Bay County, Florida.

**17. MODIFICATIONS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor/Vendor.

**18. WAIVER**

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement.

**19. NOTICES**

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Leah Bailey

Title/Position: Utilities Business Manager

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

Phone: (850) 233-5100, ext. 2420

B. As to Contractor/Vendor:

Contract Representative: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**20. ENTIRE AGREEMENT**

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

Advertisement for Bids  
Information for Bidders  
Scope of Work/Specifications  
Bid Proposal Form  
Drug Free Work Place Statement  
Public Entity Crimes Statement  
Non-Collusion Affidavit  
E-Verify  
Terms and Conditions  
Notice of Award  
Agreement  
Exhibit A – Insurance Requirements  
Any Additional Exhibits or Appendices

**ADDENDA (S)**

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

**IN WITNESS WHEREOF**, the Contractor/Vendor has executed this Agreement as of the day and year first written above.

Signed in the presence of: Contractor/Vendor

Witness 1: \_\_\_\_\_

(Print Name): \_\_\_\_\_

By: \_\_\_\_\_  
Contractor/Vendor

Witness 2: \_\_\_\_\_

(Print Name): \_\_\_\_\_

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

By: \_\_\_\_\_  
Drew Whitman, City Manager

ATTEST:

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

**AGREEMENT  
WATER METERS**

**THIS WATER METERS AGREEMENT** is made and entered into this \_\_\_\_ day of August, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Consolidated Pipe & Supply Co. Inc. (Contractor or Vendor).

**PREMISES**

**1. SCOPE OF WORK**

Contractor/Vendor will deliver water meters and various appurtenances on an as-needed basis, as more particularly described in the Specifications listed in Invitation to Bid number PCB23-40.

If the Contractor/Vendor believes that any particular product is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor/Vendor, the Contractor/Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service/product is within the scope of the contract as written, the Contractor/Vendor will be order to and shall continue to supply the work/service/product as changed and at the cost stated for the work/service within the scope. The Contractor/Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of the receipt of this agreement.

**2. COMPENSATION**

As compensation for supplying the product contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the not to exceed bid unit bid price submitted on PCB23-40 WATER METERS. The City shall pay to the Contractor/Vendor as full consideration for the delivery of product required by this Agreement, at the UNIT PRICE contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his/her designee(s).

- A. Extra and/or Additional Work Changes – Should City at any time during the progress of said work request alterations, deviations, additions, or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor/Vendor, and the same shall in no way affect or make void the Agreement. The unit price of any such addition or deletion from the contract Bid price, must be mutually agreed upon by both parties.

**3. PAYMENT**

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#### 4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid for a period of one (1) year with an option to renew for two (2) additional one (1) year terms.

#### 5. PRICE ADJUSTMENTS

- A. Increases – Contractor/vendor may request a price increase adjustment no more than two times in any contract year. In the event Contractor/Vendor desires to increase price, City must be notified immediately. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification. Contractor/Vendor must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor/Vendor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor/Vendor's proposal.
- B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor/Vendor shall permit, when such a request is supported by Producer Price Index.

#### 6. TERMINATION OF CONTRACT

- A. City Termination for Cause – The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor/Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgement and discretion, the City may afford Contractor/Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it seems expedient.

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**8. WARRANTY**

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**9. INSURANCE AND INDEMNIFICATION**

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- i. Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Contractor/Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.
- ii. Regardless of the coverage provided by any insurance, the successful Contractor/Vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor/Vendor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

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In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

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This Agreement may be assigned with the consent of the City Council.

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**19. NOTICES**

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Leah Bailey

Title/Position: Utilities Business Manager

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

Phone: (850) 233-5100, ext. 2420

B. As to Contractor/Vendor:

Contract Representative: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_



**20. ENTIRE AGREEMENT**

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

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Any Additional Exhibits or Appendices

**ADDENDA (S)**

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

**IN WITNESS WHEREOF**, the Contractor/Vendor has executed this Agreement as of the day and year first written above.

Signed in the presence of: Contractor/Vendor

Witness 1: \_\_\_\_\_

(Print Name): \_\_\_\_\_

By: \_\_\_\_\_  
Contractor/Vendor

Witness 2: \_\_\_\_\_

(Print Name): \_\_\_\_\_

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

By: \_\_\_\_\_  
Drew Whitman, City Manager

ATTEST:

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

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

**BA#** 48

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	401-3300-533.52-40	Meters	330,000.00	331,000.00	661,000.00
FROM	401-8100-999.96-00	Reserves Available for Expenditures	37,809,913.00	(331,000.00)	37,478,913.00
<b>Check Adjustment Totals:</b>			38,139,913.00	0.00	38,139,913.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**  
 To appropriate funding from available reserves for the purchase of water meters for the Utility Department  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FINANCE REVIEW:** \_\_\_\_\_  
**RESOLUTION #:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

		Consolidated Pipe & Supply Co., Inc.		Core & Main, LP		Fortiline, Inc.	
Item No.	Description	Unit Price	Alternate Make/Model	Unit Price	Alternate Make/Model	Unit Price	Alternate Make/Model
1	3/4" Potable Meter w/register - Sensus Iperl	No Bid		\$127.25		No Bid	
2	1" Potable Meter w/register - Sensus Iperl	No Bid		\$180.08		No Bid	
3	3/4" Reclaimed Meter w/register - Sensus Iperl	No Bid		\$132.65		No Bid	
4	1" Reclaimed Meter w/register - Sensus Iperl	No Bid		\$185.35		No Bid	
5	2" Sensus Omni C2 Compound Meter w/register	No Bid		\$1,413.75		No Bid	
6	3" Sensus Omni C2 Compound Meter w/register	No Bid		\$1,790.75		No Bid	
7	4" Sensus Omni C2 Compound Meter w/register	No Bid		\$3,110.27		No Bid	
8	6" Sensus Omni C2 Compound Meter w/register	No Bid		\$5,372.26		No Bid	
9	4" Sensus Omni F2 Compound Fireline w/register	No Bid		\$6,904.92		No Bid	
10	6" Sensus Omni F2 Compound Fireline w/register	No Bid		\$9,189.83		No Bid	
11	8" Sensus Omni F2 Compound Fireline w/register	No Bid		\$14,583.94		No Bid	
12	2" Sensus Omni T2 Meter w/register	No Bid		\$994.59		No Bid	
13	3" Sensus Omni T2 Meter w/register	No Bid		\$1,239.43		No Bid	
14	4" Sensus Omni T2 Meter w/register	No Bid		\$2,412.88		No Bid	
15	6" Sensus Omni T2 Meter w/register	No Bid		\$4,343.99		No Bid	
16	2" Sensus Omni T2 Reclaimed Meter w/register	No Bid		\$1,012.00		No Bid	
17	3" Sensus Omni T2 Reclaimed Meter w/register	No Bid		\$1,256.84		No Bid	
18	4" Sensus Omni T2 Reclaimed Meter w/register	No Bid		\$2,430.31		No Bid	
19	6" Sensus Omni T2 Reclaimed Meter w/register	No Bid		\$4,361.41		No Bid	
20	3" Sensus Omni H2 Hydrant Meter	No Bid		\$1,207.74		No Bid	
21	Iperl AMR Housing Assembly	No Bid		\$11.65		No Bid	
22	Wire Cable (From Meter to Housing)	No Bid		\$20.58		No Bid	
23	1 1/2" Meter Flange Kits	No Bid		\$67.93		No Bid	
24	2" Meter Flange Kits	No Bid		\$88.21		No Bid	
1A	3/4" Potable Meter w/register	\$135.00	Zenner Ultrasonic ZSUR03	\$154.74	Sensus SR II TRPL w/E-Reg	\$155.00	Kamstrup flowIQ Type 23 ENC
2A	1" Potable Meter w/register	\$155.00	Zenner Ultrasonic ZSUR07	\$234.80	Sensus SR II TRPL w/E-Reg	\$420.00	Kamstrup flowIQ Type 23 ENC
3A	3/4" Reclaimed Meter w/register	\$110.00	Zenner MultiJet PMN03R	\$162.19	Sensus SR II TRPL w/E-Reg Claim	No Bid	
4A	1" Reclaimed Meter w/register	\$125.00	Zenner MultiJet PMN07R	\$241.79	Sensus SR II TRPL w/E-Reg Claim	No Bid	
5A	2" Compound Meter w/register	\$1,050.00	Zenner Ultrasonic ZSU02	No Bid		\$1,350.00	Kamstrup flowIQ Type 23 ENC
6A	3" Compound Meter w/register	\$1,250.00	Zenner Ultrasonic ZSU03	No Bid		\$1,850.00	Kamstrup flowIQ Type 23 ENC
7A	4" Compound Meter w/register	\$1,380.00	Zenner Ultrasonic ZSU04	No Bid		\$2,950.00	Kamstrup flowIQ Type 23 ENC
8A	6" Compound Meter w/register	\$2,275.00	Zenner Ultrasonic ZSU06	No Bid		No Bid	
9A	4" Compound Fireline w/register	\$2,700.00	Zenner Ultrasonic ZSU04 UL Strainer and Spool acc x 3	No Bid		No Bid	
10A	6" Compound Fireline w/register	\$4,800.00	Zenner Ultrasonic ZSU06 UL Strainer and Spool acc x 3	No Bid		No Bid	
11A	8" Compound Fireline w/register	\$7,400.00	Zenner Ultrasonic ZSU08 UL Strainer and Spool acc x 3	No Bid		No Bid	
12A	2" Turbine Meter w/register	\$1,050.00	Zenner Ultrasonic ZSU02	No Bid		\$1,350.00	Kamstrup flowIQ Type 23 ENC
13A	3" Turbine Meter w/register	\$1,250.00	Zenner Ultrasonic ZSU03	No Bid		\$1,850.00	Kamstrup flowIQ Type 23 ENC
14A	4" Turbine Meter w/register	\$1,380.00	Zenner Ultrasonic ZSU04	No Bid		\$2,950.00	Kamstrup flowIQ Type 23 ENC
15A	6" Turbine Meter w/register	\$2,275.00	Zenner Ultrasonic ZSU06	No Bid		No Bid	
16A	2" Reclaimed Meter w/register	\$1,150.00	Zenner Ultrasonic ZSU02	No Bid		No Bid	
17A	3" Reclaimed Meter w/register	\$1,350.00	Zenner Ultrasonic ZSU03	No Bid		No Bid	
18A	4" Reclaimed Meter w/register	\$1,480.00	Zenner Ultrasonic ZSU04	No Bid		No Bid	
19A	6" Reclaimed Meter w/register	\$2,375.00	Zenner Ultrasonic ZSU06	No Bid		No Bid	
20A	3" Hydrant Meter	\$750.00	Zenner FHZ025	No Bid		No Bid	
21A	AMR Housing Assembly	\$66.57		No Bid		No Bid	
22A	Wire Cable (From Meter to Housing)	\$98.00	Zenner NDC Cable	No Bid		\$30.00	5' TRPL Cable
23A	1 1/2" Meter Flange Kits	\$9.65	EGW 12107	No Bid		\$87.00	Matco/Norca - LF
24A	2" Meter Flange Kits	\$9.95	EGW 12173	No Bid		\$93.00	Matco/Norca - LF

**PROPOSED CORE & MAIN PURCHASE ORDER ITEMIZATION**

<u>BID ITEM NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1	3/4" Potable Meter w/register - Sensus Iperl	1000	\$127.25	\$127,250.00
2	1" Potable Meter w/register - Sensus Iperl	250	\$180.08	\$45,020.00
3	3/4" Reclaimed Meter w/register - Sensus Iperl	250	\$132.65	\$33,162.50
4	1" Reclaimed Meter w/register - Sensus Iperl	250	\$185.35	\$46,337.50
12	2" Sensus Omni T2 Meter w/register	40	\$994.59	\$39,783.60
13	3" Sensus Omni T2 Meter w/register	40	\$1,239.43	\$49,577.20
16	2" Sensus Omni T2 Reclaimed Meter w/register	40	\$1,012.00	\$40,480.00
17	3" Sensus Omni T2 Reclaimed Meter w/register	40	\$1,256.84	\$50,273.60
21	Iperl AMR Housing Assembly	500	\$11.65	\$5,825.00
22	Wire Cable (From Meter to Housing)	2000	\$20.58	<u>\$41,160.00</u>
			<i>Subtotal</i>	<i>\$478,869.40</i>



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

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

Wayne Maddox, Police

**2. MEETING DATE:**

August 8, 2023

**3. REQUESTED MOTION/ACTION:**

We respectfully request the Council's approval to purchase an investigative software package from Cobwebs Technologies in the amount of \$50,810.00.

**4. AGENDA:**

REGULAR AGENDA / DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: Yes

**6. IDENTIFY STRATEGIC PRIORITY:**

Public Safety

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

We respectfully request the Council's approval to purchase an investigative software package from Cobwebs Technologies in the amount of \$50,810.00. This software and training will help streamline the process of analyzing large quantities of data from various open-sources such as surface, deep, dark web, and social media in order to provide routine and critical information to the agency. This request is based on RFP (PCBV23-41) which received (2) bids. A committee was formed and conducted a review of each bid. Through scoring it was determined that Cobwebs received the highest score with a total of 97.20 out of 100 and was the lowest bidder. Voyager Labs received the lowest score with a total of 57.26 out of 100. We respectfully request that Cobwebs be awarded the contract/purchase. Also note, the Tourist Development Council has agreed to reimburse the funds needed for this purchase.

[Res 23-206.Coweb Technologies.PD Investigative Software.special.pdf](#)

[Exh A.Coweb Technologies.Software Agreement.Executed.pdf](#)

[Ex. B FY\\_2023\\_BA\\_\\_50.pdf](#)

[Web Investigation Software.PCB-23-41.OVERALL EVAL Scoring Sheet.pdf](#)

**RESOLUTION NO. 23-206**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH COBWEBS TECHNOLOGIES FOR PURCHASE OF AN INVESTIGATIVE SOFTWARE PACKAGE IN THE AMOUNT OF \$50,810.00; AND AUTHORIZING A BUDGET AMENDMENT.**

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Cobwebs Technologies for the purchase of an investigative software package in the amount of Fifty Thousand, Eight Hundred Ten Dollars and No Cents (\$50,810.00) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager.
2. The following budget amendment #50 is adopted by the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2022 and ending September 30, 2023, to appropriate additional funding for the purchase, as shown on and in accordance with the **attached** and incorporated Exhibit B.

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

**PASSED** in special session this \_\_\_\_ day of August, 2023.

**CITY OF PANAMA CITY BEACH**

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

**ATTEST:**

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

## CONTRACT FOR SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

The City of Panama City Beach (hereinafter the "City") hereby contracts to purchase use of certain software from Vendor, Cobwebs Technologies (hereinafter the "Vendor"), on the terms and conditions set forth herein. To the extent of any conflict with provisions in the Vendor's standard terms and conditions, attached hereto as Exhibit "A" and as may be amended from time to time, the provisions in this Contract will prevail. Collectively, the attached terms (including other terms or documents or information incorporated by reference) and this Contract shall be referred to as "the Contract".

1. **SCOPE OF SERVICES.** Vendor shall provide software support and maintenance that is, at a minimum, consistent and in compliance with the Scope of Services attached hereto as Exhibit "B" as present in the City's 23-41 RFP Web Investigation Platform Software. In the event that the Vendor's Agreement delivers terms or services above and beyond those required by the Scope of Services, the Vendor's Agreement shall control. In the event that the Vendor's Agreement provides support or services less favorable to the City, the Scope of Services shall control.

2. **TERM AND PAYMENT.** The initial contract period is for a 3-year term with the ability to increase licenses as needed. The cost for the 3-year term is \$50,810.00. The agreement may be renewed for two (2) additional one-year terms upon satisfactory performance by the Vendor. The City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by the City shall be made in compliance with said Act. VENDOR agrees to invoice the City no later than sixty (60) calendar days after payment becomes due. The City will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include, where applicable: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Panama City Beach, Finance Department, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

3. **NON-APPROPRIATION.** All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the Panama City Beach City Council. In the event of non-appropriation of funds by the Panama City Beach City Council for the goods and/or services provided under this Contract, the City will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, Vendor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and The City shall not be obligated under this Contract beyond the date of termination.

4. **TERMINATION.** All provisions in this Contract providing for payment by the City as liquidated damages or as a cancellation fee or based upon acceleration of fees, if any, are hereby deleted. Upon termination of this Contract, the Vendor shall pay the City a pro rata refund of payments made unless termination is based upon breach of the Contract by the City. All provisions that provide a security interest in property being purchased or owned by the City, if any, are hereby deleted. All provisions that authorize the Vendor to repossess property or take action outside of court proceedings in response to a City breach of contract, if any, are hereby deleted.

5. **LIABILITY.** All provisions that require the City to assume liability or to indemnify, defend or hold harmless are hereby deleted. The City does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential,



exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract.

6. **DISPUTES.** All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Bay County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.

7. **NOTICE.** In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the City shall be provided to the City Manager, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

8. **ASSIGNMENT.** Vendor may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the City.

9. **ACCESSIBILITY.** Any information, records, data or documentation provided by the Vendor that is made available to the City or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (w3c) wcag 2.1 AA accessibility guidelines.

10. **ENDORSEMENT.** All provisions that allow another to use the City's name in any advertising, endorsement or promotion are hereby deleted.

11. **ELECTRONIC SIGNATURES.** Unless waived by the City, this Contract shall not be executed via electronic signatures.

12. **PUBLIC RECORDS.** VENDOR understands and agrees that The City is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the Contract are subject to disclosure pursuant to the Florida Public Records Law. VENDOR agrees to retain public records, and upon request by the City provide to the City those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat. A request to inspect or copy public records relating to this Contract for Services must be made directly to the City and VENDOR shall not release a public record in response to a request arising from anyone other than the City. To the extent VENDOR is "acting on behalf of the City" VENDOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., VENDOR shall (1) Keep and maintain public records required by the City to perform the Services; (2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the VENDOR does not transfer the records to the City; (4) Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the VENDOR or keep and maintain public records required by the City to perform the Service. If the VENDOR transfers all public records to the City upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(ii) The VENDOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to

§119.0701(4) and such failure to produce shall be considered a material breach of this Contract by VENDOR. In the event of such breach, in addition to all other remedies available, VENDOR shall pay to The City all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the City in defending a public records action as well as those assessed against the City in such public records action.

(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the City. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the City's City Attorney's Office or the City Clerk's Office; provided that the VENDOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by VENDOR.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32901, Telephone: 850.233.5100, Email: [cityclerk@pcbfl.gov](mailto:cityclerk@pcbfl.gov).**

13. **E-VERIFY.** The Vendor understands that contracts with the City are subject to Florida Statutes, §448.095(2) and the Vendor agrees to comply with the requirements of said statute. The Vendor shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the City reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

IN WITNESS WHEREOF, the parties set forth above have set there hand and seal.

**The City:**

The City of Panama City Beach, a Florida  
municipal corporation

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

Drew Whitman  
As City Manager

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

ATTEST:

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

**VENDOR:**

Cobwebs America Inc.

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

Name: Charles S. Stone  
As Authorized Agent

Date: Aug 8, 2023

## Terms and Conditions

### Proprietary and confidential information

Nothing in this Proposal shall be deemed to grant to the Customer and/or End User any rights in patents, copyrights, proprietary information and trade secrets in the hardware, licensed software, documentation and services (collectively, the Deliverables). Customer and/or the End User shall retain and shall not remove or destroy any copyright, trademark, logos or other intellectual property rights legends or notices placed or contained in the Deliverables.

The Terms of this Proposal are confidential and may only be disclosed on a need to know basis, and in any event, may not be disclosed to any third party. Customer and End Users are prohibited from disclosing use of the Deliverables, names of Cobwebs' tools and technologies, the existence of this agreement or the relationship between Customers and End Users and Cobwebs to any third party, without the prior written consent of Cobwebs. Customers and End Users affirm that they will not reference Cobwebs (including any Cobwebs tool or technology) or use the output of the Deliverables in any judicial, regulatory or other government proceeding or disclose such information publicly in any forum, without Cobwebs' prior written consent. In addition, Customers and End Users shall refrain from referencing Cobwebs and any Cobwebs tool or technology in using the Deliverables electronically.

### Product and software licenses

The Deliverables, including the licensed software and the documentation are owned by Cobwebs and/or its affiliates and/or its suppliers and are protected by patent, trade secrets, trademarks, and copyright laws and international treaty provisions. Cobwebs will grant to the End User a limited, non-transferable and non-exclusive license to the extent required to use and operate the licensed software pursuant to the Terms of this Proposal. The grant for this license is included in the proposed price.

**Restrictions On Use:** Neither the Customer nor the End Users shall, without Cobwebs' prior written permission (i) use or permit the use of the licensed software and/or the documentation for any purpose or use other than the operation of the product supplied by Cobwebs in accordance with its intended use; (ii) transfer, export, resell, ship or divert the licensed software and/or the documentation to any third party; (iii) reverse engineer, disassemble, or decompile the licensed software in any form or by any means or modify the licensed software or (iv) copy the licensed software and/or the documentation.

All products are provided with a 90-day temporary license. A perpetual license key shall be provided to the End User upon completion of payments, and subject to compliance with the Terms of this proposal.

## Exhibit A

## **Taxes**

The prices in this Proposal do not include any customs, duties, value added tax or any other assessments which may be levied by the relevant authorities. Any such amounts, whether withheld at source or otherwise, will be paid by the Customer/End Users. In order to avoid any doubt, in the event that taxes are withheld, then such withholding taxes shall be added to the payment due Cobwebs, and the Proposal price shall be grossed up to include such taxes.

## **Limitation of liability**

COBWEBS makes, and Customer and End User receive, no warranties or conditions of any kind, express, implied or statutory, related to or arising in any way out of this Agreement, the Services and Deliverables provided pursuant to it. COBWEBS specifically disclaims any implied warranty of merchantability, fitness for a particular purpose and non-infringement of any third party rights. In no event shall COBWEBS be liable for indirect, consequential or incidental damages (including damages for loss of profits, revenue, data or use) arising out of this Agreement or incurred by any Customer or End User, whether in an action in contract or tort, even if COBWEBS has been advised of the possibility of such damages. COBWEBS maximum amount of liability for damages hereunder shall in no event exceed the amount paid by the Customer or End User directly to COBWEBS and nothing else.

## **Operation – product and software**

Use of the Deliverables shall be in accordance with applicable laws and shall be the exclusive province and responsibility of Customer and the End Users. Cobwebs will not engage in operation or use of Deliverables on behalf of Customer or End Users. Customer and/or End Users shall indemnify Cobwebs and its suppliers for any claims made against Cobwebs and/or its suppliers in this regard. To the extent that use of certain aspects of the Deliverables, require use of an account and password, Customer and End Users are solely responsible for maintaining the confidentiality of the account and password and for restricting access to computers, and agree to accept responsibility for all activities that occur under any account or password. Customer may be liable for losses incurred by Cobwebs or others due to any unauthorized use of the Deliverables, including any software, services or account.

## **Permits**

It should be the exclusive responsibility of the Customer to obtain any, and all, applicable permits, including but not limited to, marketing and export permits, as may be required under applicable export control law.

## **Data Access and Privacy Policy**





Customers and End Users may choose to allow the Deliverables to automatically retrieve data from your system(s) or third-party systems, accounts or web sources or services or to call the servers of other websites or services solely at the direction of and as a convenience to Customers and End Users (individually or collectively "Third Party Sites"), on your behalf and/or you may use the Deliverables to do so, at your direction. Customer and End Users agree that all actions taken through the Deliverables are the acts of the Customer and its End Users and not Cobwebs. In order to connect the Deliverables to access or retrieve data from any third-party system, services or Third Party Sites, Customer and End Users hereby agree that such connection, access or retrieval shall be done at their sole direction and control.

Customer and End Users represent and warrant that they have all valid, relevant legal authority to carry out search activities and online access of your systems or Third-Party Sites, online accounts or other web sources, pursuant to relevant law governing their law enforcement or similar governmental role and pursuant to the relevant law governing the jurisdiction(s) in which they operate. Customer and End Users represent and warrant that they have permission, authority and rights to use the Deliverables to access Third Party Sites, online accounts or other web sources and/or to allow automatic access to such system(s), services, Third Party Sites, online accounts or other web sources and retrieve data therefrom by indicating the same within the user interface of the Deliverables. Customers and End Users represent and warrant that their use of the Deliverables will not violate any relevant terms of service, privacy policy, other agreements governing such Third-Party Sites, accounts or web sources, or any express or implied communication, request or demand from any third party. Customers and End Users represent and warrant that they have the right to access Third Party Sites, online accounts or other web sources pursuant to relevant terms of service or other agreements governing such accounts or web sources, or other valid sources of legal authority. Any action performed in the Deliverables by the Customer or End Users and/or data storage and/or any possible violation of a Third-Party Site's, online account's or other web source's policies or terms are the sole responsibility of Customer and its End Users and are acts carried out by Customer and its End Users. Cobwebs disclaims any and all liability associated with accessing and retrieving data from such system(s), services, Third Party Sites, accounts or web sources. IF AT ANY TIME CUSTOMER DOES NOT HAVE THE RIGHT AND AUTHORITY TO USE THE DELIVERABLES TO ACCESS, RETRIEVE DATA OR CONNECT TO OR TO AUTOMATICALLY ACCESS, RETRIEVE DATA OR CONNECT TO SUCH SYSTEM(S), SERVICE(S), THIRD PARTY SITES, ACCOUNTS OR WEB SOURCES, THEN CUSTOMER AND END USERS HEREBY AGREE TO IMMEDIATELY CEASE USE OF THE DELIVERABLES AND CEASE ACCESS TO SUCH RESOURCES.

Restrictions on use: Neither the Customer nor the End Users shall, without Cobwebs' written permission (i) use or permit the use of the Deliverables, including the licensed software and/or the documentation, for any purpose or use other than the operation of the product supplied by Cobwebs in accordance with its intended use; (ii) divert the Deliverables, including the licensed software and/or the documentation, to any third party; (iii) reverse engineer or decompile the licensed software in any form or by any means or modify the licensed software or (iv) copy the Deliverables, including the licensed software and/or the documentation.

The Deliverables enable effective searches of open source information from the web. As a policy, Cobwebs doesn't intentionally collect or store personal information in its databases for any usage.

Customer and End Users represent, warrant, and agree that: (a) they have obtained data lawfully, and such data does not and will not violate any applicable laws or any person or entity's rights, including such person's privacy, proprietary or intellectual property or moral rights; (b) the data is free of all viruses, Trojan horses, and other elements that could interrupt or harm the systems or software of Cobwebs; (c) Customer and End Users are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to data accessed, collected and/or stored hereunder; and (d) the data complies with the terms of these Terms. For purposes of clarity, Cobwebs takes no responsibility and assumes no liability for any data, and Customer and End Users will be solely responsible for their data and the consequences of access, collecting, storing, sharing or disclosing it hereunder. Cobwebs will not be responsible for any backup, recovery or other steps required to ensure that data is recoverable



in the case of data loss. Customer and End Users are solely responsible for backing up their data on a regular basis, and taking appropriate steps to safeguard and ensure the integrity of their data.

## **Product and software licenses**

The licensed software and the documentation are owned by Cobwebs and/or its affiliates and/or its suppliers and are protected by patent, trade secrets, trademarks, and copyright laws and international treaty provisions. Cobwebs will grant to the Customer and its End Users a limited, non-transferable and non-exclusive license to the extent required to use and operate it pursuant to the Terms of this Proposal. The grant for this license is included in the proposed price.

## **Indemnity**

Customer and End User agree to defend, indemnify and hold harmless COBWEBS (as defined in ¶4.4) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) Customer's and/or End Users' modification or misuse of and/or improper granting of access to the Deliverables; (b) Customer's or End Users' violation of any of the terms of this Agreement including without limitation, breach of any of the representations and warranties above; (c) Customer's and/or End Users' violation of or data violating any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) Customer's and/or End Users' violation of any law, rule or regulation of the United States or any other country; (e) any claim for damages that arise as a result of any of Customer's and/or End Users' data or any other data that are collected or submitted through use of the Deliverables; or (f) any other party's access and use of the Deliverables provided by Customer and/or End Users. Cobwebs will have the right to control the defense, settlement, adjustment or compromise of any such claims, actions or proceedings by using counsel selected by Cobwebs. Cobwebs will use reasonable efforts to notify Customer of any such claims, actions, or proceedings upon becoming aware of the same.

## **Miscellaneous**

**Notice and Modifications.** Cobwebs may provide Customer and End Users with notices, including those regarding changes to Cobwebs terms and conditions, by email, regular mail, or postings on a service through the Deliverables. Notice will be deemed given twenty-four (24) hours after email is sent, unless Cobwebs is notified that the email address is invalid. Alternatively, Cobwebs may give Customer legal notice by mail to a postal address, if provided by Customer. In such case, notice will be deemed given three days after the date of mailing. Notice posted on a service through the Deliverables is deemed given five (5) days following the initial posting. Cobwebs reserves the right to determine the form and means of providing notifications to Customer and End Users. Cobwebs is not responsible for any automatic filtering Customer, End Users or their network providers may apply to email notifications Cobwebs sends to the email address provided. Cobwebs may, in its sole discretion, modify or update these Terms from time to time, and so Customer and End Users should review this page periodically. Customers' or End Users' continued use of the Service after any notice of change constitutes acceptance of the new Terms. If any such revision is unacceptable to Customer or End Users, their only remedy is to cease use of Cobwebs Deliverables. If Customer or



End Users do not agree to any of these terms or any future Terms, do not use or access (or continue to access) the Deliverables.

**Waiver.** The failure of Cobwebs to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Cobwebs.

**Severability.** If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions; except that in the event of unenforceability of the Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

**Assignment.** These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by Customer or End Users, but may be assigned by Cobwebs without restriction or any need for authorization from Customer.

**Survival.** Upon termination of these Terms, any provision which, by its nature or express terms should survive, shall survive such termination or expiration.

**Headings.** The heading references herein are for convenience only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

**Entire Agreement.** This, including the agreements incorporated by reference, constitutes the entire agreement between you and Cobwebs relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change made by Cobwebs as set forth in these Terms.

## **Governing Law; Venue; Waiver of Jury Trial**

This Agreement and any dispute of any sort that might arise between the Parties shall be governed by the laws of the State of New York without regard to choice of law principles. The federal and state courts located in City, County and State of New York shall have the sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. The Parties hereby expressly consent to such exclusive jurisdiction and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each Party waives the right to trial by jury in any action arising out of or relating to this Agreement.

### SCOPE OF SERVICES

The Panama City Beach Police Department is seeking to purchase commercial-off-the-shelf (COTS) software-as-a-service for a web investigations platform to streamline the processes of analyzing large quantities of data from various open sources (surface web, social media, and deep and dark web) to provide routine and critical information to the agency.

The highest ranked proposers will demonstrate to The Panama City Beach Police Department's requirements below.

The platform must allow The Panama City Beach Police Department to achieve its goals by meeting or exceeding the following core capabilities:

1. Web investigations platform must automate Web Intelligence (WEBINT) gathering and analysis processes from different layers of the Web (Open, Deep & Dark) for both target and topic centric investigations without the need to maintain fictitious online personas or avatars.
2. The ability to gather information from parts of the internet whose contents are not indexed by standard search engines, the dark web sites which are non-existing on regular search engines, inaccessible by standard commercial web browsers and not listed on Internet Corporation for Assigned Names and Numbers (ICANN).
3. Capability of extracting social media content from various social media platforms including, but not limited to Facebook, Twitter, Instagram, YouTube, LinkedIn, Flickr, Tumblr, Vkontakte, Google+, Tik Tok, Tinder, Weibo, Viber, Twitch, Reddit, Parler, Gab, and Snap Chat.
4. Capability of displaying accounts or usernames for messaging sources such as WhatsApp, Viber, Telegram, Skype, Truecaller, etc.
5. Capability of searching the dark web including Tor, I2P, IRC, Openbazaar and Zeronet.
6. Supports adding and retrieving from any open-web type of forums, blogs, portals, social news, newsletters, news sites, media-sharing platforms, search engines, paste websites, etc.
7. Performs social media post analysis, such as identification of influencers and top authors, prevalent topics, and category intensity, including sentiments around a post.
8. Demonstrates the ability to use image & visage matching, landmark recognition, and optical character recognition (OCR).
9. Capability of rapidly completing searches and provide profile analysis within 30 minutes.
10. Demonstrates an easy-to-use graphical interface with dashboard technology, concurrent usage of search and analysis and enables the sharing of information between credentialed users.
11. Demonstrates Case and Project Management tools, prior case deconfliction tools as well as the ability for the administrator to assign cases or projects to credentialed users.
12. Capability of analyzing information in real time, in a timeline manner, query historical data and present retrieved information in an easy-to-use interface.
13. Capability of providing searchable, auditable on-chain activity and be able to save search results and represent visual link analysis of various searches to find connections between leads as well providing a visual timeline to enable users to see how data evolved for related analysis over a period of time.



## PCB23-41 RFP WEB INVESTIGATION PLATFORM SOFTWARE

14. Capability of conducting geographical searches:
  - a. Search tools via polygons and radiuses
  - b. Extract location information from posts and convert text location to geographical locations
  - c. For devices such as IoT, WiFi
15. Capability of providing centralized administration of the system and support multiple role-based users for the organization.
16. Capability to provide reverse image search where the analyst can provide a URL or upload an image to discover visually similar images from around the web.
17. Capability of analyzing a connection of a block chain cryptocurrency wallet.
18. Demonstrates the ability to combine the power of the internet, social media and dark web, intelligence, deep analysis, warrant return ingestion from META, Google, Twitter and Snapchat and report generation into one interface.
19. Capability of automatic real-time alerts or triggering an alert when a match is found based on the key words, emoji strings or user actions.
20. Capability of capturing the activity and patterns of a subject, for example the activity and volume per day of the week, platforms being used, and automatic detection of the language being used.
21. Capability of multi-language support with the ability to classify, understand the content and extract the entities in the text via its natural language processing capabilities, including identification of sentiments in multi-lingual texts.

### **SOFTWARE AS A SERVICE (SAAS)**

A securely accessible SaaS based system is preferred to a locally hosted system.

### **SOFTWARE COMPATIBILITY**

The software should be:

1. Compatible with Windows 10/11, Apple OS's and major internet browsers.
2. Designed and built as an enterprise system, with seamless integration to common enterprise cloud environments (e.g., Azure or Amazon Web Services), including complying with System and Organization Controls 2 (SOC 2)
3. Must be Azure certified and have the capability for single sign on capability (SSO) and two factor authentication.
4. Capable of consuming and integrating with 3<sup>rd</sup> party databases.
5. Application must utilize HTTPS connections.

### **PROJECT MANAGEMENT AND IMPLEMENTATION**

The City will assign one individual to serve as the City's primary Project Manager (PM) for this project. This person will oversee deployment and implementation of the project. The PM will also coordinate efforts of subject matter experts, on behalf of the City, to ensure the proposed software solution and other work proposed, are installed, implemented and/or completed in a manner to best satisfy the requirements and interest of the City.

## PCB23-41 RFP WEB INVESTIGATION PLATFORM SOFTWARE

All proposers shall assign one individual to serve as the proposer's Implementation Project Manager (IPM). This person will work closely with the City's PM to ensure the proposed solution and all work to be performed complies with the terms of all applicable purchasing agreements and service contracts. The IPM shall be clearly identified by name and phone and email contact information shall be included within all submitted proposals.

Additionally, all proposers shall include within all submitted proposals a complete timeline indicating the chronology and time required to complete each step of the installation and implementation process.

### **TRAINING AND ONBOARDING**

The Panama City Beach Police Department seeks a dedicated account manager for support and onboarding for the software.

### **Software Support and Maintenance**

The City seeks to ensure the serviceability of the proposed software solution via competent, reliable and traditional software support and maintenance for all elements of the proposed software solution; inclusive of all features and modules contained therein. All proposers shall include within all submitted proposals a plan to provide comprehensive software support and maintenance for the proposed software solution for the first five (5) years of deployment.

### **TERMS**

1. The successful Vendor, with approval from City Council, will enter into a contract with the City of Panama City Beach.
2. The initial contract period will be for a 3-year term with the ability to increase licenses as needed. The agreement may be renewed for two (2) additional one-year terms upon satisfactory performance by the Vendor.

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

**BA#** 50

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-0000-337.21-00	TDC Public Safety	(1,013,000.00)	(50,810.00)	(1,063,810.00)
TO	001-2101-521.34-10	Other Contractual Services	199,100.00	50,810.00	249,910.00
<b>Check Adjustment Totals:</b>			(813,900.00)	0.00	(813,900.00)

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To reflect additional funding pledged by the TDC for the purchase of web investigation software and to appropriate this funding  
for the purchase of Cobwebs America web investigation software for the Police Department in the amount of \$50,810

**FINANCE REVIEW:** \_\_\_\_\_

**RESOLUTION #:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PCB23-41****Web Investigation Platform Software**

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

Criteria Element	Cobwebs			Voyager Labs		
	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored
I. Proposer meets or exceeds the needs described in the Scope of Services	4.90	40	39.20	3.27	40	26.13
II. Cost Analysis - $A/B \times C = D$	NA	20	20.00	NA	20	18.46
III. References	4.50	20	18.00	3.17	20	12.67
IV. Vendor Approach, Training & Ongoing Support.	5.00	20	20.00	0.00	20	0.00
	<b>TOTAL</b>	<b>100</b>	<b>97.20</b>	<b>TOTAL</b>	<b>100</b>	<b>57.26</b>

## Scoring Legend

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

Web Investigation Platform Software

Committee Member Name: Webb Warren

Criteria Element	Cobwebs			Voyager Labs		
	Score	Total Possible Points	Points Scored	Score	Total Possible Points	Points Scored
I. Proposer meets or exceeds the needs described in the Scope of Services	4.70	40	37.60	3.80	40	30.40
II. Cost Analysis - A/B x C = D	NA	20	20.00	NA	20	18.46
III. Vendor Approach, Training & Ongoing Support.	4.50	20	18.00	4.00	20	16.00
IV. References	5.00	20	20.00	0.00	20	0.00
	TOTAL	100	95.60	TOTAL	100	64.86

Scoring Legend	
Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

Web Investigation Platform Software

Committee Member Name: Tommy Anderson

Criteria Element	Cobwebs			Voyager Labs		
	Score	Total Possible Points	Points Scored	Score	Total Possible Points	Points Scored
I. Proposer meets or exceeds the needs described in the Scope of Services	5.00	40	40.00	3.00	40	24.00
II. Cost Analysis - $A/B \times C = D$	NA	20	20.00	NA	20	18.46
III. Vendor Approach, Training & Ongoing Support.	5.00	20	20.00	3.50	20	14.00
IV. References	5.00	20	20.00	0.00	20	0.00
	TOTAL	100	100.00	TOTAL	100	56.46

Scoring Legend	
Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

Web Investigation Platform Software

Committee Member Name: Wayne Maddox

Criteria Element	Cobwebs			Voyager Labs		
	Score	Total Possible Points	Points Scored	Score	Total Possible Points	Points Scored
I. Proposer meets or exceeds the needs described in the Scope of Services	5	40	40.00	3	40	24.00
II. Cost Analysis - A/B x C = D	NA	20	20.00	NA	20	18.46
III. Vendor Approach, Training & Ongoing Support.	4	20	16.00	2	20	8.00
IV. References	5	20	20.00	0	20	0.00
	TOTAL	100	96.00	TOTAL	100	50.46

Scoring Legend	
Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1



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

**1. DEPARTMENT MAKING REQUEST/NAME:**  
Amy Myers, Community Redevelopment Agency

**2. MEETING DATE:**  
August 8, 2023

**3. REQUESTED MOTION/ACTION:**

Consider and approve Resolution No. 23-207.

**4. AGENDA:**

REGULAR AGENDA / DISCUSSION / ACTION  
ITEMS

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

Detailed Budget Amendment Attached: No

**6. IDENTIFY STRATEGIC PRIORITY:**

Transportation  
Attractive Community

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

Certain parcels of land located at the intersection of Front Beach Road and Hutchison Boulevard (Middle Beach Road/State Road 392A) have been identified by the CRA as necessary for the realignment of that intersection specifically, and for expansion and improvement of Front Beach Road generally, all as part of the Front Beach Road Segment 4.3 Project. While the City will seek to voluntarily acquire these properties, staff requests authorization to acquire the properties by eminent domain, if necessary, in order to move the acquisition along with speed and predictability. Staff also requests the City Manager be authorized to extend offers to the land owners in accordance with Resolution 19-111, adopted by the Council several years ago, which Resolution approved an incentive to be added to the appraisal values of property identified as necessary for the improvement of transportation corridors in the City.

Staff recommends approval.

[Res 23-207.ED.FBR 13512-13508-13500.pdf](#)  
[Exhibit A.Nicks Malki.Res 23-207.pdf](#)



## RESOLUTION NO. 23-207

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH FLORIDA RELATING TO THE CONDEMNATION OF CERTAIN PROPERTY LOCATED ALONG FRONT BEACH ROAD WITHIN THE CITY FOR RIGHT OF WAY AND UTILITY PURPOSES TO SUPPORT THE IMPROVEMENT OF FRONT BEACH ROAD SEGMENT 4.3; MAKING FINDINGS OF FACT, PUBLIC PURPOSE, AND NECESSITY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO TAKE THE APPROPRIATE ACTIONS TO SECURE THE ACQUISITION OF THE PROPERTY BY EMINENT DOMAIN PROCEEDINGS.**

**WHEREAS**, the CITY OF PANAMA CITY BEACH, (the “CITY”) is authorized by Chapter 166, Florida Statutes to condemn all necessary lands and property for the purpose of securing and utilizing transportation rights-of-way, and

**WHEREAS**, the CITY may acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings, as the City may deem necessary for any of the purpose of the Municipal Home Rule Powers Act, including, but not limited to, any lands reasonably necessary for expansion, construction, operation and maintenance of public streets and roads, and

**WHEREAS**, Front Beach Road is a key east-west connector providing access from State Road 79 to State Road 392A (Hutchison Boulevard) and US Highway 98; and

**WHEREAS**, the City finds that the expansion and improvement of the rights-of-way along Front Beach Road (between State Road 392A and Richard Jackson Boulevard), and the realignment of the intersection of Front Beach Road and State Road 392A (the “Project”) is necessary and serves a public purpose to improve the function and appearance of those corridors, to allow for the installation and construction of additional traffic lanes, stormwater drainage facilities, parking, sidewalks, landscaping and utilities in a safe and acceptable manner; and

**WHEREAS**, the CITY has determined that it is necessary, in the public interest, and serves a public purpose to make certain improvements to portions of the Front Beach Road rights-of-way, and the City has determined that to do so it is necessary, in the public interest, and serves a public purpose that the City obtain title to certain portions of land along and adjacent to Front Beach Road in certain parcels of land situate, lying and being in Bay County, Florida, the legal descriptions of each parcel whereof being attached hereto as composite *Exhibit A* (the “Property”), and

**WHEREAS**, the City finds that the Property is necessary and essential for the realignment, construction, and expansion of the Project, in accordance with the permitting requirements of state and local agencies, and the City determines that acquiring the Property for this Project is necessary and in the best interests of the public, and serves a public purpose; and

**WHEREAS**, the City, in consultation with the Florida Department of Transportation, has considered alternative designs and routes, cost, safety, environmental factors, and long term area planning in concluding that acquiring said property is necessary and in the best interests of the public, and all other conditions precedent to acquiring said parcels have been met, including, but not limited to, notifying appropriate state and local agencies that governmental permits have been obtained or that there is a reasonable probability that such permits will be obtained; and

**WHEREAS**, the City will pursue the voluntary purchase of the Property, and further has complied, or will have complied before filing a condemnation action, with the provisions of Section 73.015, Florida Statutes regarding pre-suit negotiation.

**NOW THEREFORE BE IT RESOLVED**, for the purposes aforesaid, the City Council finds that:

1. The City Council hereby adopts as true and correct the foregoing Whereas clauses and incorporates them as findings herein.

2. For the purposes aforesaid, it is necessary, practical, and in the best interests of the public and the CITY that the property necessary for the Front Beach Road CRA Segment 4.3 Project be acquired as fee simple right-of-way in the name of the CITY over and upon those certain parcels described in the attached composite Exhibit A. Once acquired, the Property shall be used as transportation right of way for the realignment, improvement, and expansion of the intersection of Front Beach Road and State Road 392A, for required drainage facilities and undergrounding of electrical facilities necessitated by the improvement and expansion of Front Beach Road, and other municipal purposes.

3. The City, its officers, employees and attorneys, including designated outside counsel, be and are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the Property by eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes, and otherwise and to prepare, sign, execute, serve, publish and file in the name of the

City, all eminent domain papers, affidavits and pleadings and said attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.

4. The City finds and determines that the property identified in Exhibit A is necessary for the public purpose of construction of the roadway project. The City authorizes the acquisition of the property identified and described in Exhibit A attached hereto, and by this reference made a part thereof. The City further authorizes the City Attorney, his staff or designated outside counsel to correct minor errors or scrivener's errors to said descriptions, if any, with regard to the condemnation proceeding without further action of this Council.

5. The City has determined, for the purpose of defining the interest in property sought, that at any time whenever the term "fee simple right-of-way" is used in this Resolution, said term shall mean all rights to subject property being acquired, subject to any abutters' rights to a roadway or other improvements constructed thereon as allowed by law.

6. The City Manager or his designee is authorized to make offers for the voluntary purchase of the land described in **Exhibit A**, in accordance with City Resolution 19-111.

7. The CRA Manager or his designee is authorized to have the construction plans updated, revised, or corrected, and to utilize such plans in the condemnation action, including committing to said plans, updates, revisions, or corrections, without further action of this Council.

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

**PASSED** in special session this \_\_\_\_ day of August, 2023.

**CITY OF PANAMA CITY BEACH**

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

**ATTEST:**

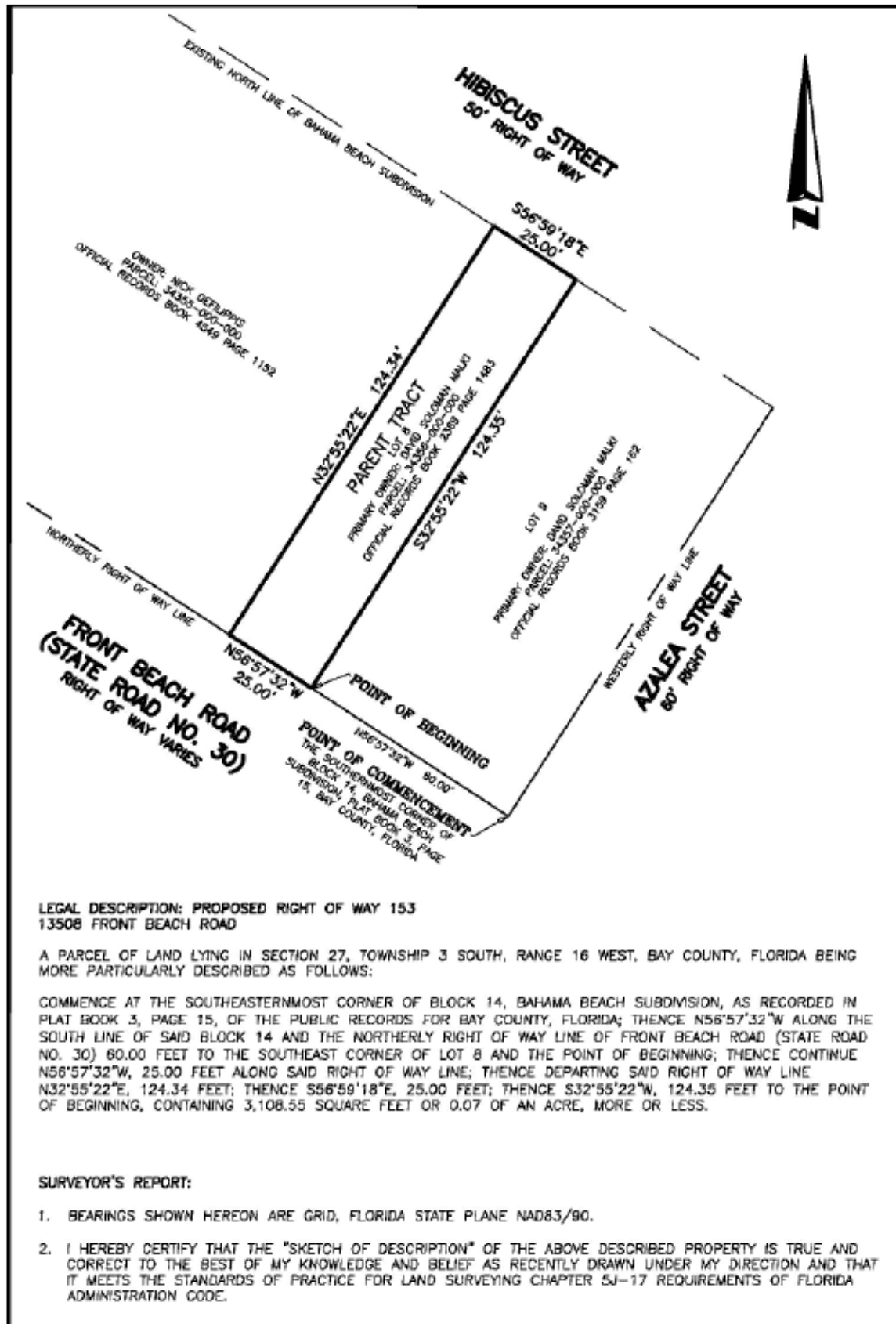
\_\_\_\_\_  
Lynne Fasone, City Clerk

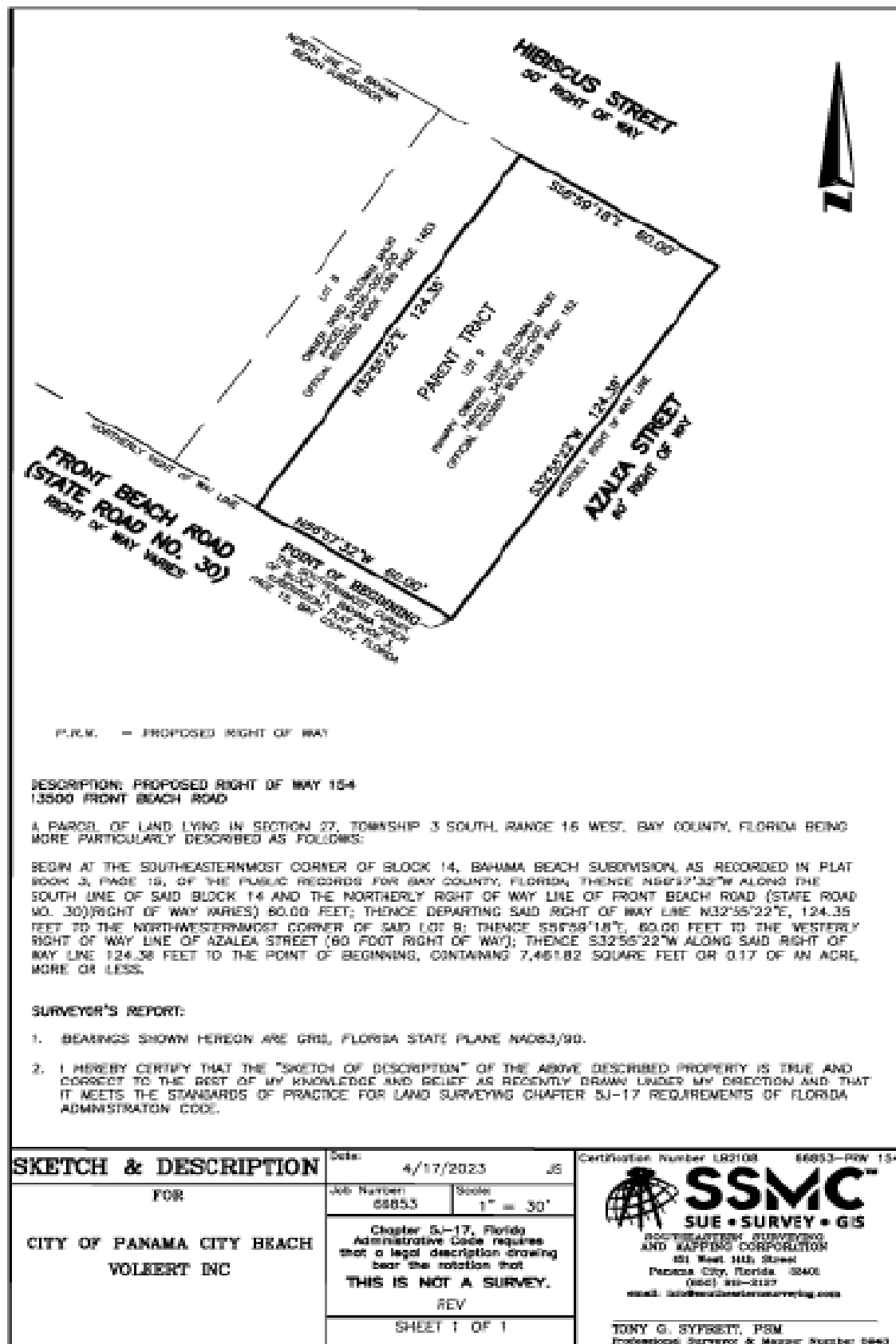
Resolution No. 23-207

Exhibit A

<b>Project Parcel No</b>	<b>Nature of Interest</b>	<b>Bay County PROPERTY ID</b>	<b>Address</b>
152	Fee Simple	34355-000-000	13512 Front Beach Road
153	Fee Simple	34356-000-000	13508 Front Beach Road
154	Fee Simple	34357-000-000	13500 Front Beach Road









## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Holly White, Administration

**2. MEETING DATE:**

August 8, 2023

**3. REQUESTED MOTION/ACTION:**

Approve Resolution No. 23-208.

**4. AGENDA:**

REGULAR AGENDA / DISCUSSION / ACTION  
ITEMS

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

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

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

On February 9, 2023, the City Council approved Evergreen Solutions, LLC to conduct a classification and compensation study. Evergreen has performed a number of tasks since being awarded the contract in February including an assessment of the current pay system, an internal equity analysis using a job assessment tool which engaged all full-time City employees in the process, and an external analysis of current market conditions. Evergreen's project manager, Rob Williamson, is here this evening to present the results of the study.

Staff recommends Council approve the study conducted by Evergreen and presented to you this morning by Rob Williamson and authorize implementation of the study results as well as a 4% COLA for all full-time City employees. Both the study adjustments and the COLA would be effective with the pay period beginning August 20, 2023. A summary is included in the packet which approximates the fiscal impact of adopting the study and recommended results as well as a 4% COLA to the five-year plan. Staff recommends approval.

[Res 23-208.Compensation Study and COLA.pdf](#)  
[5-Year\\_Impact\\_Hybrid\\_Parity\\_v1.7.pdf](#)



## RESOLUTION NO. 23-208

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PAY PLAN FOR CITY EMPLOYEES; AUTHORIZING IMPLEMENTATION OF THE RESULTS OF THAT STUDY; AUTHORIZING A 4% COST OF LIVING ADJUSTMENT FOR ALL FULL-TIME CITY EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 9, 2023, the City Council approved a contract with Evergreen Solutions, LLC for the performance of an employee classification and pay plan study; and

**WHEREAS**, the study was completed and recommendations were delivered to the City Manager; and

**WHEREAS**, the City Council desires to implement the recommended pay plan and cost of living increase for all full-time City employees.

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

1. The employee classification and pay plan study completed by Evergreen Solutions, Inc., and presented to the Council today is hereby approved.
2. The appropriate officers of the City are authorized and directed to implement the employee compensation adjustments contained within the Evergreen Solutions, Inc., employee classification and pay plan study as presented to the Council today for the fiscal year beginning October 1, 2023, and ending September 30, 2024.
3. Beginning on the effective date of this Resolution, the appropriate officers of the City are authorized and directed to implement a cost-of-living wage adjustment in the amount of four percent (4%) for all full-time City employees.
4. The Resolution shall take effect beginning August 20, 2023.

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

**PASSED** in special session this \_\_\_\_ day of August, 2023.

**CITY OF PANAMA CITY BEACH**

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

**ATTEST:**

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

## Hybrid Parity + 4% COLA Impact

Department	FY 2023 (Sept)	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total Over Plan
<b>Totals</b>	<b>161,249</b>	<b>1,249,072</b>	<b>1,309,137</b>	<b>1,375,379</b>	<b>1,444,973</b>	<b>1,518,089</b>	<b>7,057,899</b>
Administration	7,090	38,761	40,625	42,681	44,841	47,109	221,107
Building And Planning	6,332	40,845	42,809	44,975	47,251	49,642	231,853
Utilities	27,353	176,212	184,685	194,030	203,848	214,163	1,000,291
Police Department	54,759	461,158	483,334	507,791	533,485	560,479	2,601,006
Parks & Recreation	16,567	134,421	140,885	148,014	155,503	163,371	758,760
Fire Department	39,949	338,009	354,263	372,189	391,021	410,807	1,906,238
Public Works	9,199	59,667	62,536	65,700	69,025	72,518	338,645
General Fund	124,697	1,013,193	1,061,916	1,115,648	1,172,100	1,231,409	5,718,963
Utility Fund	27,353	176,212	184,685	194,030	203,848	214,163	1,000,291
Public Works Funds	9,199	59,667	62,536	65,700	69,025	72,518	338,645

### Assumptions

COLA	4%
Merit	2%
FICA	7.65%
General Pension	13.5%
Police Pension	20.0%
Fire Pension	24.0%