City of
Panama City Beach

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

CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY, MAY 23, 2024
9:00 AM

A. CALL TO ORDER AND ROLL CALL

B. INVOCATION LED BY DR. STEVEN TAYLOR FROM EMERALD COAST FELLOWSHIP

C. PLEDGE OF ALLEGIANCE LED BY VICE MAYOR MICHAEL JARMAN

D. COMMUNITY ANNOUNCEMENTS

D.1 Community Announcements
05.23.2024.Community Announcements.pdf

E. APPROVAL OF MEETING MINUTES

E.1 May 9, 2024 Regular Meeting Minutes
05.09.2024.Council Meeting Minutes.draft.pdf

F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

G. PRESENTATIONS

G.1 Employee Years of Service Awards
Employee Presentations.May 23.pdf

G.2 Tornado Sirens and Community Alerting Update by Chief Ray Morgan
Tornado Warning Systems Power Point 2024.2.pdf

G.3 *CRA Quarterly Update by Assistant CRA Program Manager Scott Passmore
FBR CRA Q1 2024 Update with Notes Final 5.17.2024.pdf

H. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

I. <u>CONSENT AGENDA</u>

I.1

RESOLUTION NO. 24-131, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE SUBMERSIBLE PUMP FOR LIFT STATION #128 FROM AAG ELECTRIC MOTORS & PUMPS, INC. IN THE TOTAL AMOUNT OF $28,862.00.

Res 24-131.AAG Electric.Purchase Submersible Pump.pdf
PCB AAG Electric Quote Job 23370.pdf

I.2 **RESOLUTION NO. 24-132, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH DESIGN PLASTIC SYSTEMS, INC. FOR THE PURCHASE OF TWO SODIUM ALUMINATE TANKS FOR THE CITY'S WASTEWATER TREATMENT FACILITY IN THE AMOUNT OF $96,278.00.**
Res 24-132.Design Plastic Systems.Purchase Sodium Alum Tanks.pdf
Exh A-Agreement Design Plastic Systems.Sodium Alum Storage Tanks.pdf
Design Plastic Bid Form.PDF
PCB24-27 BID TABULATION FORM.pdf

I.3 **RESOLUTION NO. 24-133, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF THREE (3) CLUB CAR CARRYALL 300 GAS GOLF CARTS IN THE AMOUNT OF $36,210.07 FROM JERRY PATE TURF & IRRIGATION, INC.; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT #122220-CCR GOVERNING THAT PURCHASE.**

Res 24-133.Jerry Pate Turf.Purchase 3 Club Car Golf Carts.pdf
Sourcewell.Club Car Contract 122220.pdf
Quote.Club Car Sourcewell.5.16.2024.pdf

I.4 **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.** These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List and authorizes disposal in any lawful manner.

Surplus.05.23.2024.pdf

J. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

J.1 **ORDINANCE NO. 1642, CORRECTING AN ERROR IN THE CITY'S CODE RELATING TO NOISE AND THE IMPOUNDMENT OF VEHICLES, SECOND READING / PUBLIC HEARING.**
Ord 1642.Correcting Error in Noise Ordinance.2nd Reading.pdf
Ord 1642.Noise Ord.Business Impact Statement.pdf
Ord1197.NoiseOrdinance.SIGNED.pdf
Affidavit Ord 1642.pdf

J.2 **ORDINANCE NO. 1643, AMENDING CHAPTER 2 OF THE CITY'S CODE RELATED TO OFF DUTY EMPLOYMENT, SECOND READING / PUBLIC HEARING.**
Ord1643.Off Duty Employment. second reading.pdf
Ord 1643.Off Duty Employment Ord.Business Impact Statement.pdf
Affidavit Ord 1643.pdf

J.3 **ORDINANCE NO. 1644, AMENDING THE CITY'S CODE RELATED TO BEACH CHAIR DELIVERY SERVICES, SECOND READING / PUBLIC HEARING.**
Ord1644. Amending Code.Beach Chair Delivery Services.2nd Reading.pdf
Ord 1644.Beach Chair Delivery Ord.Business Impact Statement.pdf
Affidavit Ord 1644.pdf

J.4 **LARGE CONDITIONAL USE REQUEST LOCATED ON 8.12 ACRES AT BEACH PARK TRAIL, PUBLIC HEARING / QUASI JUDICIAL HEARING.**
Order- Xpress Materials LLC- Large Conditional Use- Signed 5.13.2024.pdf

Large Conditional Use Application Xpress Materials LLC and Public Meeting Notice.pdf
Staff Report Xpress Materials LLC.pdf
Affidavit Xpress Materials Large Conditional Use. pdf.pdf

J.5 **ORDINANCE NO. 1645, SMALL SCALE FUTURE LAND USE MAP AMENDMENT LOCATED AT 206 N. ARNOLD ROAD, FIRST READING, PUBLIC HEARING / QUASI JUDICIAL HEARING.**
Ord 1645.Future Land Use Map Amendment.206 N Arnold.first reading.pdf
Draft Rezoning Order.206 Arnold Rd N.pdf
206 n arnold application.pdf
206 n arnold staff report.pdf
Planning Board Minutes 4.10.2024- Draft.pdf
Affidavit Ord 1645 and 1646.pdf
Order- 206 N Arnold Rd- Signed 5.20.2024.pdf

J.6 **ORDINANCE NO. 1646, REZONING REQUEST FOR PROPERTY LOCATED AT 206 N. ARNOLD ROAD, FIRST READING, PUBLIC HEARING / QUASI JUDICIAL HEARING.**
Ord 1646,Rezoning 206 N Arnold.first reading.pdf
Draft Rezoning Order.206 Arnold Rd N for Ord 1646.pdf
206 n arnold application.pdf
206 n arnold staff report.pdf
Planning Board Minutes 4.10.2024- Draft.pdf
Affidavit Ord 1645 and 1646.pdf
Order- 206 N Arnold Rd- Signed 5.20.2024.pdf

J.7 **RESOLUTION NO. 24-134, APPROVING A TASK ORDER WITH MCKIM & CREED, INC. FOR AN ASSET MANAGEMENT PLAN FOR THE CITY'S WASTEWATER COLLECTION AND TRANSMISSION SYSTEM.**

Res 24-134.McKim Creed.Task Order.Asset Management Plan.WW.pdf
McKim and Creed.MSA.Major Wastewater Reclaimed.Signed.pdf
2024-05-10 Letter to Mark Shaeffer - Wastewater Collection-Transmission System Asset Management Program Support.pdf
McKim & Creed Large WW TO2022-06_WW Collection & Trans Systems Asset Management Plan (DME Signed).pdf

J.8 **RESOLUTION NO. 24-135, AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE ADDITIONAL FUNDS FOR A PART-TIME ADMINISTRATIVE SUPPORT SPECIALIST FOR THE CITY COUNCIL AND CITY CLERK.**
Res 24-135.City Council PT Admin Support Specialist.BA25.pdf
Administrative Support Specialist PT City Council.City Clerk.JobDescription.pdf
FY 2024 BA #25.pdf

J.9 **DISCUSSION / ACTION ITEM, COUNCIL DIRECTION ON CONSTRUCTION OF A SKATEPARK AT FRANK BROWN PARK.**
New Line Skate Parks Submittal Response.pdf
Pickleball use of Pad by Miracle League 9-Court.pdf

J.10 **DISCUSSION / ACTION ITEM, BOARD APPOINTMENTS.**
Terms Ending in 2024.v05.02.2024.pdf
Audit Committee Roster.05.16.2024.pdf
Civil Service Roster.Candidate Applications.May 2024.pdf
Examining Roster.05.16.2024.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.

PAUL CASTO	**X**
MARY COBURN	**X**
MICHAEL JARMAN	**X**
ETHAN REGISTER	**X**
STUART TETTEMER	**X**

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

/s/ City Clerk **Date**

PAUL CASTO	**X**
MARY COBURN	**X**
MICHAEL JARMAN	**X**
ETHAN REGISTER	**X**
STUART TETTEMER	**X**

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

/s/ City Clerk **Date**

The Agenda Packet is posted on the City's website at WWW.PCBFL.GOV by close of business on the Friday before the meeting. City Council meetings are live streamed on the City's website WWW.PCBFL.GOV and City Facebook page "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 for this purpose, 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:*** May 23, 2024
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.	
05.23.2024.Community Announcements.pdf	

City of
Panama City Beach

17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

Community Announcements
for the
May 23, 2024
City Council Meeting

Date	Event	Location
June 1, 15 & 29	Bayou Beach Volleyball Tournament	City Pier
Thursday, June 6 **7:00 pm**	Summer Concert Series – Opening Night	Aaron Bessant Park
Thursday, June 13 **6:00 pm**	Next City Council Meeting	City Hall
Wednesday, June 19	Juneteenth Holiday - City Offices Closed	

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** May 23, 2024

3. REQUESTED MOTION/ACTION:

Review and approve City Council's May 9, 2024 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.

05.09.2024.Council Meeting Minutes.draft.pdf

City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL 32413
P: (850) 233-5100
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www.pcbfl.gov

MINUTES of the **May 9, 2024** 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.

Mayor Stuart Tettemer called the May 9, 2024 meeting to order at 6:00 p.m.

ROLL CALL
COUNCILMAN ETHAN REGISTER
COUNCILMAN PAUL CASTO
VICE MAYOR MICHAEL JARMAN
COUNCILMEMBER MARY COBURN
MAYOR STUART TETTEMER

A quorum was present with all five 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
Pastor Ramon Duvall with Beachside Fellowship Church led the invocation. Councilman Ethan Register led the Pledge of Allegiance.

COMMUNITY ANNOUNCEMENTS
Mayor Tettemer presented community announcements.

APPROVAL OF MEETING MINUTES
Mayor Tettemer called for approval of the April 25, 2024 regular meeting minutes. **Vice Mayor Jarman so moved. Councilman Casto seconded the motion. The April 25 meeting minutes were unanimously approved by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

APPROVAL OF AGENDA
Mayor Tettemer called for approval, additions and/or deletions to the agenda. Manager Whitman recommended adding recognition of Girls, Inc. honorees to the Presentation section of the agenda. Mayor Tettemer recommended adding a discussion item regarding the Air Show and Thunder Beach- Special Events being held on the same day. Mayor Tettemer recommending adding the item as new Regular Agenda Item #1. **Vice Mayor Jarman moved to approve the agenda, as amended. Councilman Register seconded the motion. All were unanimously in favor of approval of the agenda as amended by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye

DRAFT

Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

PRESENTATIONS

On behalf of City Council, Councilman Register recognized the 2024 Girls, Inc. honorees. Councilman Register presented: (1) Police Chief Talamantez with a National Police Week Proclamation; (2) a National Safe Boating Week Proclamation; and (3) Vice Mayor Jarman with a National Cities, Towns & Villages Proclamation.

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

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

1. Bill Caravello- Mr. Caravello asked when impact fees were last reviewed and where on the website can information be found. Mr. Caravello recommended a forum be set up to discuss projects. Mr. Caravello further commented on areas prone to flooding and requested the installation of signs to welcome visitors onto the beach. Mr. Caravello commented on the widening of Rt. 98 and inquired about removing drainage ditches. Mr. Caravello requested watermains in Bid-A-Wee be replaced. Lastly, Mr. Caravello spoke in favor of the recent Air Show.
2. Captain Gary Wayne Beck, 2601 Beech Street – Mr. Beck commented on his name being forged on documents, someone trying to take his home and his inventions, child abuse, and his civil rights being violated.
3. Jim Smith, 506 Tarpon Street – Mr. Smith commented on cooperating with the new Council, including exchanging ideas on traffic movement improvement, etc. Mr. Smith further commented that three months ago representatives from the FDOT visited Bid-A-Wee and told residents that the City could get what they needed within 60 feet of right of way. Mr. Smith asked Council to redesign the CRA Plan and then hold discussions. Mr. Smith commented that the current plan would have a detrimental impact on Bid-A-Wee residents. Mr. Smith further commented on protecting sand dunes, sea oats, French drains, and the environment of Bid-A-Wee Beach.
4. Don Rice – Mr. Rice thanked Jim for his comments. Mr. Rice commented however, he was the opposite and people needed to "KISS - keep it simple stupid" with respect to the CRA Plan.

Mayor Tettemer called for further public comments. Hearing and seeing none, Mayor Tettemer asked City Manager Whitman to respond to the questions/comments.

Manager Whitman reported: 1) on the last time the City did a study on impact fees was 2018, which can be found on the Resolutions page on the City's website, and the City was looking at doing another study in the near future, with Council's approval; 2) with respect to the Outfall - the City had not received its permits yet, a couple public workshops had already been held, and the City may be able to bid the project after permits were issued, he would research and confirm that; 3) with respect to welcome signs - all three entry points to the Beach have welcome signs, he would get costs on adding additional signs closer to the city limits and present to Council at the budget workshop; 4) with respect to stormwater drainage ponds – the State was building large retention ponds at Palmetto Trace and other locations off Back Beach; 5) with respect to the dips in the road at Bid-A-Wee – the City has put that project out to bid twice, however no bids were received so now by Charter the City can call for quotes as the City cannot do the work unless it receives bids or quotes; 6) with respect to Captain Beck– I have compassion for him, we have tried to help him, everything he is referring to other than his identity theft is taking place in Bay County; 7) with respect to Mr. Smith – he did meet with Mr. Tim Smith from FDOT, he did share Mr. Smtih's comments with city

engineers, right now Council's direction is to move forward with the project; and 8) Mr. Don Rice's comment was just a statement.

Vice Mayor Jarman inquired if Mr. Tim Smith was the FDOT representative that went out to Bid-A-Wee. Manager Whitman stated yes. Vice Mayor Jarman inquired of Mr. Jim Smith if it was Mr. Tim Smith from the FDOT. Mr. Jim Smith stated yes. Vice Mayor Jarman noted that he would follow up with Mr. Tim Smith from FDOT.

CONSENT AGENDA

Mayor Tettemer asked Clerk Fasone to read the Consent Agenda.

RESOLUTION NO. 24-126, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A 2024 CHEVROLET SILVERADO 2500HD SERVICE BODY TRUCK FOR THE UTILITIES DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC., d/b/a ALAN JAY FLEET SALES, IN THE TOTAL AMOUNT OF $58,965.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE'S AGREEMENT GOVERNING THAT PURCHASE.

ACTION ITEM, APPROVING THE CREATION OF A NEW POSITION OF ADMINISTRATIVE ASSISTANT FOR THE PUBLIC WORKS AND UTILITIES DEPARTMENTS AND DEFINING THE JOB CLASSIFICATION AND RESPONSIBILITIES.

Mayor Tettemer noted the Consent Agenda was available to Council. **Councilmember Coburn moved to approve the Consent Agenda. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of the Consent Agenda by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

Added to the Agenda: **ITEM 1. DISCUSSION ITEM, AIR SHOW AND THUNDER BEACH / SPECIAL EVENTS.**

Mayor Tettemer asked Manager Whitman to please comment on why the City allowed two events on the Beach on the same day. Mr. Whitman reported the City started talking about the Air Show with Tyndall Air Force on July 7, 2022. Mr. Whitman added the City and Tyndall were trying to find a date outside of Thunder Beach, however, they could not so all parties agreed to the date. Manager Whitman discussed Bike Week being a historical event on that date. Manager Whitman discussed special events being set by ordinance of Council. Manager Whitman further explained that Thunder Beach checked all the boxes, so he had no option but to sign off on the Special Event Permit, he could not pick and choose. Manager Whitman added the Air Show was the same, all the boxes were checked, the City did a good job with traffic and maintenance of traffic plan. Manager Whitman discussed advertising the Air Show and the positive feedback received after the Air Show. Manager Whitman briefly discussed the tragic and fatal traffic crashes during Thunder Beach and calls for service that weekend. Manager Whitman added that the City was working with the Thunderbirds on next year's event, possibly in April.

Mayor Tettemer thanked Manager Whitman. Mayor Tettemer noted what he would like to see perhaps an update to the ordinance that would allow City Council to consider traffic and safety personnel overall before approval.

Vice Mayor Jarman noted the main issue, as he sees it, was Thunder Beach was already set and if the City wanted the Air Show last weekend, that was the only date. Manager Whitman concurred and added city staff was an amazing team, everyone worked together having a blast, and he was extremely proud of everyone. Vice Mayor Jarman concurred.

Mayor Tettemer noted he would like to see when the City has two large events, the second event would need to come before City Council for Council to consideration, construction, overall traffic impact, and the availability of personnel to handle the event, to look at the events not in isolation.

Vice Mayor Jarman asked Legal to weigh in if that was possible. Attorney Davis reported the City cannot discriminate, and explained there were currently 23 items per the ordinance being considered to approve a special events permit. Attorney Davis asked for clarification, was the Mayor suggesting a second event would need to have additional consideration by the Council. **Mayor Tettemer clarified the first event would go forward as normal and a second event, during the same dates, would be reviewed by Council.**

Vice Mayor Jarman inquired as to Council's basis for consideration, would it be too much traffic and what would be the means to test.

Councilmembers unanimously agreed to have Legal look at the options for Council to consider when reviewing a second event on the same date of an already scheduled large event. Attorney Davis inquired if Council's intent was the second event being reviewed being a "large" event, not small or medium events. **Councilmembers concurred, just the large events.**

Mayor Tettemer called for public comments on Item #1.

1. Mr. Klomps – Mr. Klomps discussed the special events ordinance with respect to not posing an unreasonable danger to health and safety of residents. Mr. Klomps stated that the public was not taken into consideration, that the Air Show was nice, however, the Thunder Birds buzzed his house. Mr. Klomps commented that the ordinance needed to be focused on what was good for the residents.

2. Alfredo Martin – Mr. Martin commented that he thought that everyone was missing the point, the problem was reckless driving, such as reckless motorcycles driving on roadway shoulders. Mr. Martin asked Council to stop motorcycles from breaking the laws, that the City could not do anything about the volume of traffic. Mr. Martin suggested that the Thunder Beach organizers be held responsible. Mr. Martin commented on decibel readings of the motorcycles.

3. Scott Heilman, 137 Johnson Bayou Drive, Mr. Heilman commented that this was the greatest place in the world to live. Mr. Heilman commented that he chose to live here, and if you don't like it here, why do you live here, you should move. Mr. Heilman commented that the Air Show was amazing and something special. Mr. Heilman thanked everyone for bringing the Air Show to the City, that it was very patriotic.

4. Captain Gary Wayne Beck – Mr. Beck spoke in favor of the Air Show. Mr. Beck commented that the Thunderbirds were awesome. Mr. Beck commented on motorcyclist doing stupid stuff and that Council should let people be people, that's part of life. Mr. Beck commented that some of his inventions would help solve these problems.

Mayor Tettemer called for further comments from Council.

Councilmember Coburn noted that we all knew what we were buying when we bought here on the Beach. Councilmember Coburn noted further that Council should make sure that the City's reputation was safe, and our residents were safe from reckless drivers.

ITEM 2. ORDINANCE NO. 1642, CORRECTING AN ERROR IN THE CITY'S CODE OF ORDINANCES RELATING TO NOISE AND THE IMPOUNDMENT OF VEHICLES, FIRST READING.

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Ordinance No. 1642 by title only. Mayor Tettemer invited Attorney Davis to comment. Attorney Davis reported that there was a typo in Section 16-91(C)(3) that cites the wrong subsection, so one letter needs changed to correct the typo, from (F) to (E).

Mayor Tettemer called for public comments. Hearing and seeing none, Mayor Tettemer called for comments from Council. **Councilman Casto moved to approve Ordinance No 1642. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of Ordinance No. 1642 by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

ITEM 3. RESOLUTION NO. 24-130, APPROVING MASTER SERVICE AGREEMENTS FOR ADMINISTRATION AND MANAGEMENT OF OFF-DUTY EMPLOYMENT.

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Resolution No. 24-130 by title only. Mayor Tettemer invited Chief Talamantez to comment.

Chief Talamantez reported historically when a business needs off duty police officers, the business would coordinate those needs with the Police Department, a very complex process. Chief Talamantez reported approval of this resolution would simplify that process thereby lessening the administrative burden on the Department. Chief Talamentez detailed the current process and the proposed new process to be handled by the proposed company. Chief Talamentez reported that the Sheriff's office went to this program as well and was pleased.

Manager Whitman added that this would also free up the Finance Department from these duties as well and would help recoup some costs and allow the City to get reimbursed for assets.

Mayor Tettemer called for comments from Council.

Councilmember Coburn suggested that the City look at hourly rates in the future. Further discussion regarding hourly rates took place.

Mayor Tettemer called for public comments. Hearing and seeing none, Mayor Tettemer called for comments from Council. **Councilmember Coburn moved to approve Resolution 24-130. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Resolution No. 24-130 by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

DRAFT

ITEM 4. ORDINANCE NO. 1643, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES RELATED TO OFF DUTY EMPLOYMENT, FIRST READING.

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Ordinance No. 1643 by title only. Mayor Tettemer invited Attorney Davis to comment. Attorney Davis reported that this Ordinance relates to the resolution just passed, a housekeeping item amending Chapter 2.

Mayor Tettemer called for comments from Council. Discussion regarding evaluation of equipment rates, Police and Fire personnel rates, gas, maintenance of vehicles and equipment costs took place.

Councilman Register inquired if this would still allow the Chief to take precedence over his officers. Attorney Davis stated yes, the City would still have control over when off duty was worked.

Mayor Tettemer called for public comments. Hearing and seeing none, Mayor Tettemer called for comments from Council. **Vice Mayor Jarman moved to approve Ordinance No 1643. Councilman Casto seconded the motion. All were unanimously in favor of approval of Ordinance No. 1643 by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

ITEM 5. ORDINANCE NO. 1644, AMENDING THE CITY'S CODE RELATED TO BEACH CHAIR DELIVERY SERVICES, FIRST READING.

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Ordinance No. 1644 by title only. Mayor Tettemer invited Attorney Davis to comment. Attorney Davis reported at the request of the beach vendor community, the proposed amendments to Chapter 7 were housekeeping and lessons learned after the first year the amendments were in place. Mr. Davis explained the changes were intended to ease the requirements for obtaining the upland owner's permission, require that delivery chairs be labeled with the vendor's information, and implement strict penalties for fraudulently obtaining a permit.

Mayor Tettemer called for public comments.

1. Jordon Good, Beach Vendor – Mr. Beach commented on how difficult it was to get an upland owner's permission, especially if that owner lives out of state. Mr. Good spoke in support of the proposed changes and noted the changes would make it easier to service customers.

Mayor Tettemer called for further public comment. Hearing and seeing none, Mayor Tettemer called for comments from Council. **Councilman Casto moved to approve Ordinance No 1644. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Ordinance No. 1644 by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

DRAFT

ITEM 6. RESOLUTION NO. 24-127, APPROVING A TASK ORDER FOR ENGINEERING SERVICES FOR THE PREPARATION OF AN ASSET MANAGEMENT PLAN FOR THE CITY'S WASTEWATER TREATMENT FACILITY.

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Resolution No. 24-127 by title only. Mayor Tettemer invited Utilities Director Shaeffer to comment.

Director Shaeffer explained an asset management program was required under the terms of the City's current Consent Order with the Florida Department of Environmental Protection. Director Shaeffer reported the purpose of the program was to maintain the continued operation of the wastewater collection and treatment system. Director Shaeffer explained the program was really needed by staff, that basically the consultant would come in and establish for planning purposes service lives, future maintenance and replacement efforts, and associated funding requirements for the continued operation of the wastewater treatment plant. Director Shaeffer added that future repair and replacement funding forecasts would also be provided for a 40-year planning horizon. Director Shaeffer reported the process will take approximately 226 calendar days to complete. Director Shaeffer added he would be coming to Council's next meeting with a similar resolution for wastewater collection and transmission systems.

Mayor Tettemer called for public comment. Hearing and seeing none, Mayor Tettemer called for comments from Council. **Vice Mayor Jarman moved to approve Resolution 24-127. Councilman Casto seconded the motion. All were unanimously in favor of approval of Resolution No. 24-127 by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

***ITEM 7. RESOLUTION NO. 24-128, APPROVING CHANGE ORDER #10 WITH CWR CONTRACTING, INC. FOR CONSTRUCTION OF FRONT BEACH ROAD SEGMENT 3.**

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Resolution No. 24-128 by title only. Mayor Tettemer invited Mr. Scott Passmore to comment.

Mr. Passmore explained the proposed change order adds to the Segment 3 construction contract interim overhead power service connections to the existing FPL overhead transformers and poles. Mr. Passmore reported this would allow the Contractor to energize and place in service the new roadway lighting system along South Arnold Road and Front Beach Road from Carmen Street to Cabana Cay Boulevard, as well as provide power to the roundabout and the new irrigation pumps. Mr. Passmore explained the change order would also add construction of eight light pole conflict foundations at isolated locations throughout the project limits where standard light pole foundations cannot be installed due to conflicts with existing underground utilities. Mr. Passmore reported if the interim overhead power service connections were not approved, the lighting and irrigation systems would not be able to be placed in service until the FPL underground infrastructure was in place. Mr. Passmore explained that once the existing FPL power lines were placed underground, the roadway lighting system would be connected to the new underground infrastructure.

Mayor Tettemer called for comments from Council.

Councilman Casto restated that if Council approves this change order tonight, temporary power would be installed on Rt 79 to get the lights on. Mr. Passmore stated, yes. Mayor Tettemer stated and then at some point we would switch over to FPL. Mr. Passmore stated, yes.

DRAFT

Councilmember Coburn restated there would not be a need to dig up the ground again. Mr. Passmore concurred.

Mayor Tettemer called for public comment.

[no name stated] – the Gentleman inquired about heading west at Front Beach Road at the roundabout, where the lane that veers off. Manager Whitman explained the purpose of a slip lane. The Gentleman stated, job well done.

Mayor Tettemer called for further public comment. Hearing and seeing none, Mayor Tettemer called for comments from Council. **Vice Mayor Jarman moved to approve Resolution 24-128. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of Resolution No. 24-128 by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

***ITEM 8. RESOLUTION NO. 24-129, APPROVING PURCHASE AND SALE AGREEMENTS FOR LAND NEEDED FOR THE FRONT BEACH ROAD 4.2 PROJECT.**

Mayor Tettemer introduced Attorney Davis. Attorney Davis read Resolution No. 24-129 by title only. Mayor Tettemer invited Mr. Scott Passmore to comment.

Mr. Passmore explained he was assisting City Attorney Amy Myers with this item. Mr. Passmore reported that Staff negotiated voluntary settlement agreements for the acquisition of Parcels for the Segment 4.2 Project for license agreements necessary for construction. Mr. Passmore explained further that these agreements help avoid adverse eminent domain actions; staff has been able to settle a majority of the property that way. Mr. Passmore noted that the City was about 78% complete with land acquisitions. Discussion regarding the agreements being for one permanent easement for relocation of utilities and two temporary easements for construction, for grading at driveways and the roadway.

Mayor Tettemer called for public comment. Hearing and seeing none, Mayor Tettemer called for comments from Council. **Councilman Casto moved to approve Resolution 24-129. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Resolution No. 24-129 by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

ITEM 9. ACTION ITEM, FILL PLANNING BOARD VACANCY.

Mayor Tettemer thanked everyone who submitted applications for the Planning Board. Mayor Tettemer asked Council to make their selections. Mayor Tettemer asked Attorney Davis to provide instructions to Council about making nominations and the use of paper ballots. Attorney Davis briefed Council.

DRAFT

Councilmember Coburn noted, as a general statement, that Council does not have enough women on its boards and commissions and asked Council to consider appointing a woman to the Planning Commission.

Mayor Tettemer stated it would also be nice to have a good mix between the wards as well.

Vice Mayor Jarman thanked everyone who applied and noted there is only one seat available to fill on the planning board, so please apply for another vacant seat. Mayor Tettemer concurred.

Clerk Fasone distributed and subsequently collected paper ballots. Clerk Fasone announced: **1) those voting for Stacia Greene were Councilmember Coburn; 2) those voting for Chris Bishop were Councilman Register, Vice Mayor Jarman, and Councilman Casto; and those voting for Peter Fischetti were Mayor Tettemer (ballots attached).**

Councilman Casto congratulated and welcomed Mr. Chris Bishop to the Planning Board.

ITEM 10. ACTION ITEM, BOARD APPOINTMENTS.

Mayor Tettemer called for nominations for the **Audit Committee Chair.**

Vice Mayor Jarman noted that the Chair had traditionally been the Mayor. Vice Mayor Jarman moved to nominate Mayor Tettemer as Audit Committee Chair. Councilman Jarman seconded the motion. **All were unanimously in favor of Mayor Tettemer being appointed the Audit Committee Chair by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

Mayor Tettemer called for nominations to the **Estuary Committee.**

Councilman Casto moved to nominate Councilmember Mary Coburn to serve on the Estuary Committee. Councilman register seconded the motion. **All were unanimously in favor of Councilmember Coburn being appointed to the Estuary Committee by a (5-0) roll call vote.**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

Mayor Tettemer called for nominations to the **Tourist Development Council (TDC).**

Councilman Casto announced that having served on the TDC for the past four years, he thought that it was time for a change, so he would like to forgo the rest of his two-year term and have Councilman Jarman fill his seat and also appoint Councilman Ethan Register, since he knows the tourist community well. **Councilman Casto nominated both Councilman Jarman and Councilman Register to the TDC.**

Councilmember Coburn noted that she would like to make a motion as well after there was a second to the motion on the table.

DRAFT

Councilman Jarman seconded Councilman Casto's motion.

Councilmember Coburn called for a point of order, could another person be considered at this point.

Attorney Davis noted that another person could be nominated at this point, that a paper ballot may want to be considered, that a vote could be taken on the current vote and then a nomination after that vote could be taken, it was up to Council.

Councilmember Coburn nominated Mayor Tettemer to the TDC. Councilmember Coburn discussed the reasons for her nomination of the Mayor. Mayor Tettemer noted there was already a lot of representation from the tourist industry on the TDC so perhaps it made sense to have more of a citizen representation. Councilman Register discussed his background, being a citizen, and noted he would love to serve on the TDC.

Councilmember Coburn asked Attorney Davis to explain the make-up and the TDC Board. Attorney Davis did so. Councilmember Coburn stated that there may be a conflict of interest with Councilman Register serving on the TDC Board because of his position at his job. Vice Mayor Jarman inquired if Councilmember Coburn confirmed the conflict. Councilmember Coburn stated no. Councilman Register noted that he did not own any businesses on the Beach, that he worked for a business, and he is a resident.

Vice Mayor Jarman called for the vote. Discussion regarding public comment. Attorney Davis noted that this was an administerial act, not subject to the Sunshine Laws and public comment.

Clerk Fasone inquired if a second was needed on the motion to nominate the Mayor. Attorney Davis reported that nominations did not require a motion and a second, just the vote to appoint. Attorney Davis suggested that Council choose the method of voting. Mayor Tettemer recommended a voice vote. Attorney Davis explained in that case, **Council has a motion and a second to appoint Vice Mayor Jarman and Councilman Register. Ms. Fasone called the roll:**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	No
Mayor Tettemer	No

The motion the appoint Vice Mayor Jarman and Councilman Register to the TDC Board carried by a (3-2) roll call vote.

Vice Mayor Jarman noted that he could not serve on both the TDC and the TPO. Councilman Casto noted that he would love to serve on the TPO, that was his background. Discussion regarding Vice Mayor Jarman doing a really great job on the TPO took place. **Vice Mayor Jarman nominated Councilman Casto to serve on the TPO. Councilman Register moved to appoint Councilman Casto to the TPO. Councilman Casto seconded the motion. Ms. Fasone called the roll:**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	No
Mayor Tettemer	No

The motion the appoint Councilman Casto to the TPO carried by a (3-2) roll call vote.

DRAFT

Vice Mayor Jarman noted he was also on the **Emerald Coast Regional Planning Committee (ECRC)** and could not serve on that Board and the TDC. **Vice Mayor Jarman nominated Councilmember Coburn to serve on the ECRC.** Councilmember Coburn declined and recommended that Councilman Casto serve. **Vice Mayor Jarman moved to appoint Councilman Casto to the ECRC. Councilman Register seconded the motion. Ms. Fasone called the roll:**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

The motion the appoint Councilman Casto to the Emerald Coast Regional Planning Committee (ECRC carried by a (5-0) roll call vote.

Councilman Casto noted he was on the **Bay County League of Cities** and would like to step down**.** Councilman Casto noted that the Board was mostly made up of Mayors. **Councilman Casto nominated Mayor Tettemer to serve on the Bay County League of Cities. Councilman Register moved to appoint Mayor Tettemer. Councilman Casto seconded the motion. Ms. Fasone called the roll:**

Councilman Register	Aye
Councilman Casto	Aye
Vice Mayor Jarman	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

The motion to appoint Mayor Tettemer to the Bay County League of Cities carried by a (5-0) roll call vote.

ITEM 11. DISCUSSION ITEM, BOARD APPOINTMENTS.

Mayor Tettemer invited Manager Whitman to provide Council with a rundown of the other committee appointments. Manager Whitman reported:

1. Aduit Committee – two open seats, applications due May 16;
2. Civil Service Commission – one open seat, applications due May 16;
3. Examining Board – closed today with one civilian applying, however there was still a need to fill the Master Gas Fitter seat and the Master Electrician seat;
4. Half Cent Sales Tax – Councilman Register's appointment, Mayor Tettemer's appointment, and Vice Mayor Jarman's appointment needed to be made; and
5. The Northwest Florida Airport Authority, the previous Mayor's seat expires in August, so I'll need some direction on that, should we advertise that seat.

Mayor Tettemer recommended advertising the seat for the Airport Board. Councilmembers were in agreement to advertise that seat.

Mayor Tettemer inquired if Council would like to revisit how the seats on the **Examining Board** could be filled. Attorney Davis explained the purpose of the Examining Board and noted that if **Council directed him, he would get with staff to reevaluate how to tweak the ordinance to fill the seats. Councilmembers concurred.**

Mayor Tettemer encouraged residents to apply to these open board seats.

DRAFT

CITY MANAGER REPORT –Manager Whitman asked for clarification on Council's direction regarding the Tornado Warning System: 1) total costs and RFP take a lot of staff and vendor time, was Council ok with more ballpark numbers/estimates. After a brief discussion, Councilmembers directed Manager Whitman to gather options and ballpark numbers on the sirens and the weather radios; 2) Manager Whitman reported staff was also looking at/researching weather radios and BayAlert and the alerting system. A brief discussion about educating the public on these options took place.

Manager Whitman thanked staff members for the team spirit and working so hard during the Air Show event.

CITY ATTORNEY REPORT – Attorney Davis reported for those Googling "BayAlert", its actually "AlertBay."

COUNCIL COMMENTS – Mayor Tettemer called for comments from Council.

Councilmember Coburn noted that the Ironman Event was left off the Community Events list. Councilmember Coburn reported that the event had just under 2,000 athletics registered representing 28 different countries. Discussion regarding the Ironman event map took place.

Councilman Casto discussed his first goal on TPO would be to get the State to construct a tunnel under Back Beach between the two Parks, so the Ironman runners, bicyclist and traffic would not be held up. Councilman Register noted the Resort has a tunnel under Front Beach. Councilman Casto thanked staff for working the Air Show.

Councilman Register thanked staff for their help with the Air Show and to please let staff know how much he appreciates them. Councilman Register noted Pier Park was cleared out in about 1 hour and 26 minutes and thanked the Chief and First Responders. Councilman Register thanked the residents for coming out tonight.

Vice Mayor thanked everyone at all levels, Police, Fire, and partners for putting on the Air Show.

Mayor Tettemer noted that he had the opportunity to ride along with Station 30 and thanked the dedicated men and women of the Fire Department. Mayor Tettemer noted he was able to see the Police point of view during a ride along that evening from 5-9pm. Mayor Tettemer thanked the dedicated men and women of our City who worked with no days off keeping everyone safe and for organizing the Air Show. Mayor Tettemer expressed the City's deepest condolences to the families who lost loved ones over the weekend.

With nothing further, Mayor Tettemer adjourned the meeting by unanimous consent at 8:06 p.m.

READ AND APPROVED this _____ day of May, 2024.

_____
Stuart Tettemer, Mayor
City of Panama City Beach, Florida

ATTEST:

_____
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 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.

DRAFT

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Julie Roeder, Administration	***2. MEETING DATE:*** May 23, 2024
3. REQUESTED MOTION/ACTION: Recognize employees for years of service with the City.	
4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Quality of Life Quality of Life
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? Recognition of employee service.	
Employee Presentations.May 23.pdf	

City of
Panama City Beach

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

City Council Meeting
May 23, 2024

Employee Plaque Presentations

Police Department

Eusebio Talamantez – 20 Years

Utilities Department

Christopher Fritze – 5 Years

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Ray Morgan, Fire	***2. MEETING DATE:*** May 23, 2024

3. REQUESTED MOTION/ACTION:

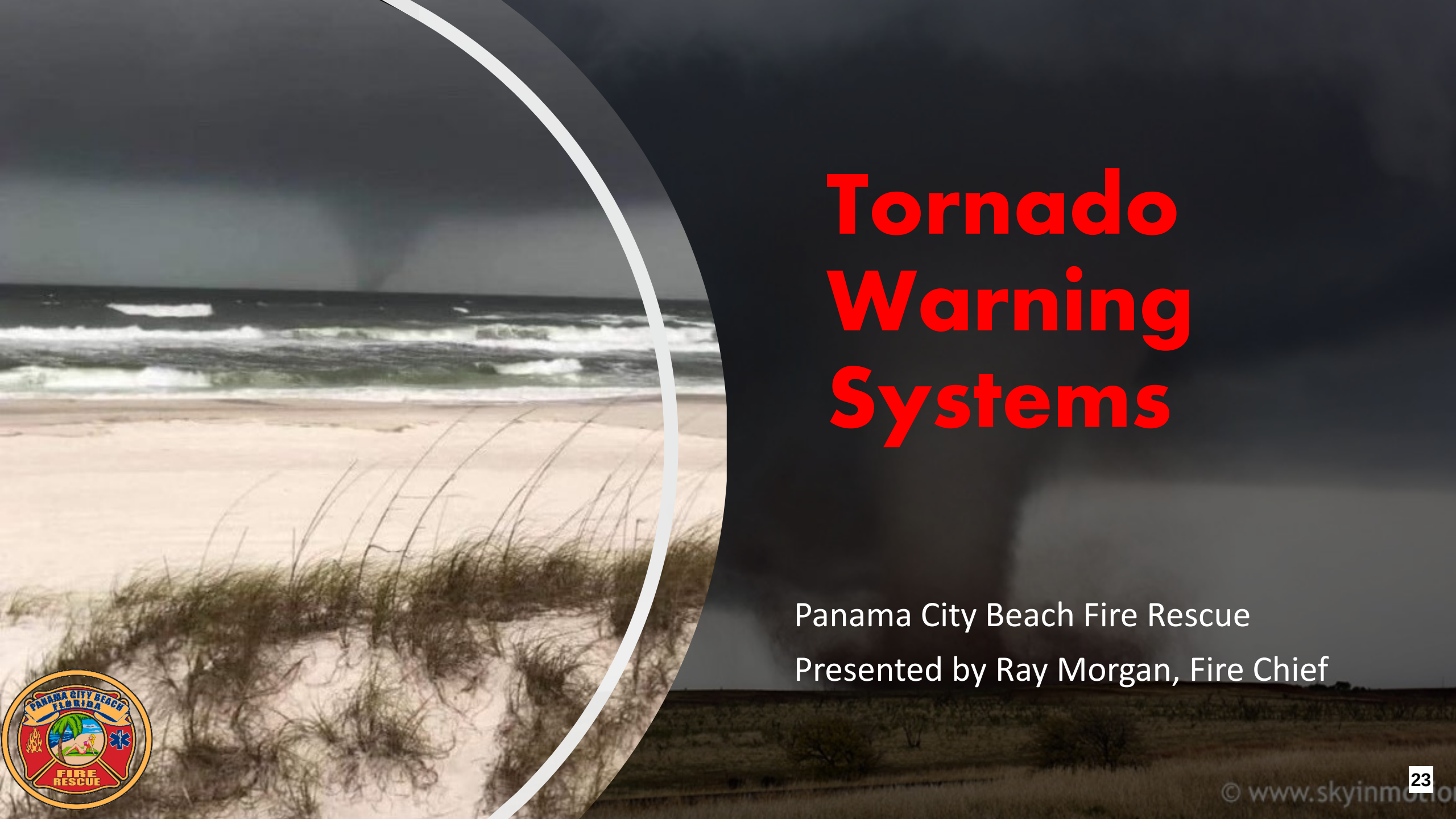
Review and provide direction.

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

At Council's direction, this presentation provides an update to possible tornado warning systems as well as information on current community alerting systems.

Tornado Warning Systems Power Point 2024.2.pdf



Tornado Warning Systems

Panama City Beach Fire Rescue

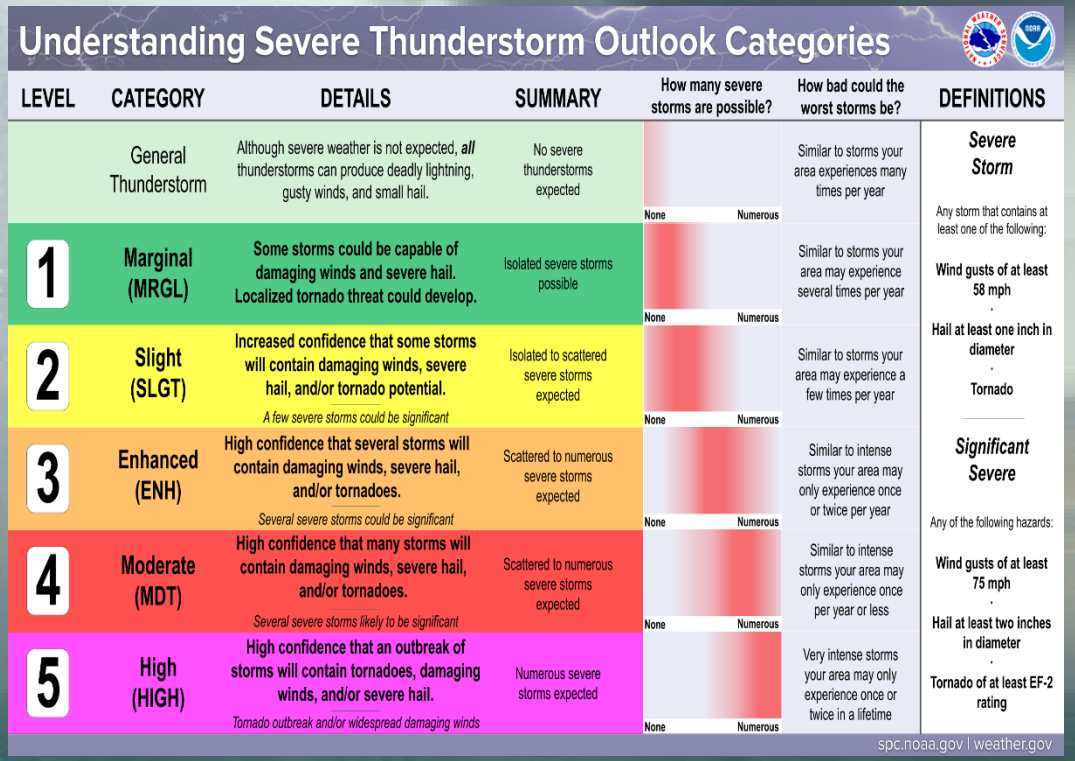
Presented by Ray Morgan, Fire Chief

© www.skyinmotion

Tornado Warning Systems

Discussion Points

- Options
  - Alerting Pathways
  - Speakers
    - Mounting options
  - Community Alerting
    - Voice/Tone/Mechanical
- Coverage Maps
- Financial Impacts
- Alternate Alerting Systems
- Moving Forward



Alerting Pathways

- **Applications**
  - Mass notification, natural disasters, human manufactured incidents, HAZMAT warnings
- **Features**
  - Alerts sent through NOAA, NWS, and local activation.
  - Dynamic mapping, situational awareness, sound coverage mapping
- **Components**
  - Server, Client, Remote Terminal Unit
  - Multi-tier server for desktops and mobile devices



Electro-Mechanical Sirens

- Designed for the lowest cost of ownership
- Range in weight from 176-500 pounds
- Constructed of stainless steel to combat harsh environments
- Designed to be a siren only with multiple tones for different types of warnings
- Have an effective broadcast range from 1,500-5,400 feet
- Can have decibel ranges up to 135dB





Electric Sirens

- Ability to play siren tones, recorded messages, and some can play live public announcements.
- Options to have battery back up power with solar panels to charge the battery.
- May be made from stainless to help with longevity of the unit.
- Typically, not as durable as a mechanical siren and cost more to purchase and maintain.





Siren Mounting Options









Community Alerting

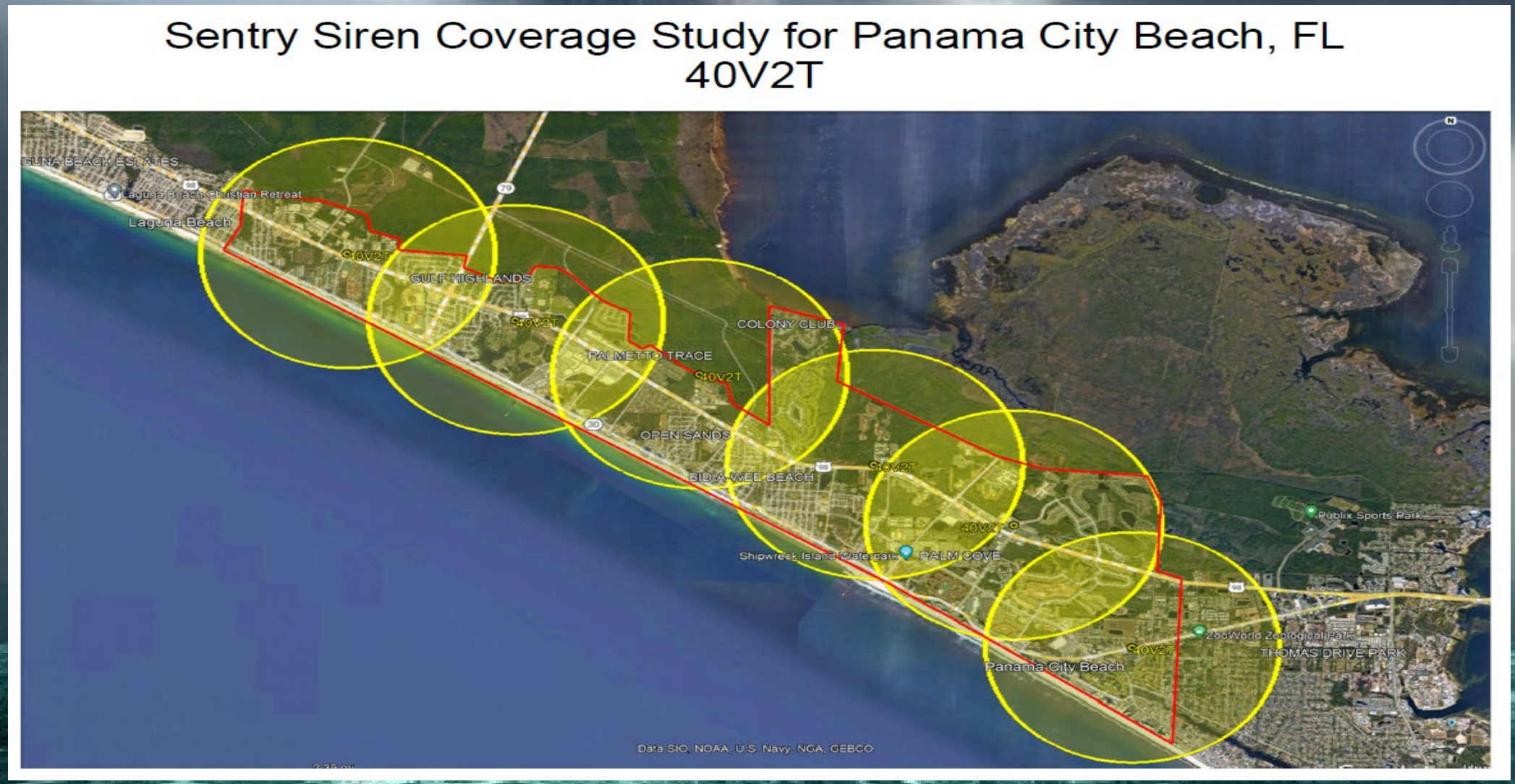
- Automatic digital notification from NOAA, NWS, or local activation.
- Multiple methods of alerting
  - RF radio
  - Cellular modems
  - Satellite
  - IP network
  - EOC
  - AlertBay
- Alerting for weather events, wildfires, HAZMAT emergencies, or manufactured incidents.





Coverage Area

Potential Coverage from a Sentry Product



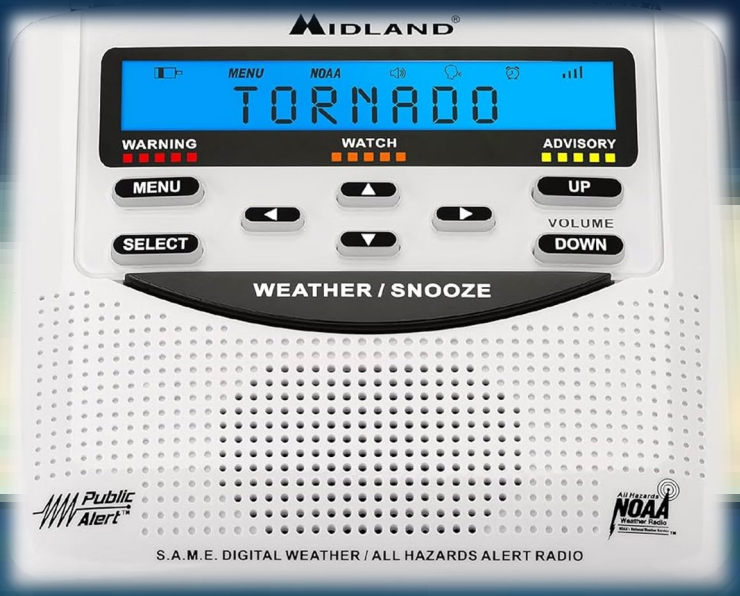

West Bay
N
Noise level
Noise level Day
in dB(C)
>= 100
90 - 100
80 - 90
70 - 80
American Signal Corporation
8600 W. Bradley Road
Milwaukee, WI 53224
(414) 368-8000
Panama City Beach
I-Force 3200 Voice Coverage
3/16/2021
0
3250
6500
13000
19500
feet
This map was compiled using data believed to be reasonably current and accurate, but a degree of error is inherent in all maps.
ASC

Financial Impacts

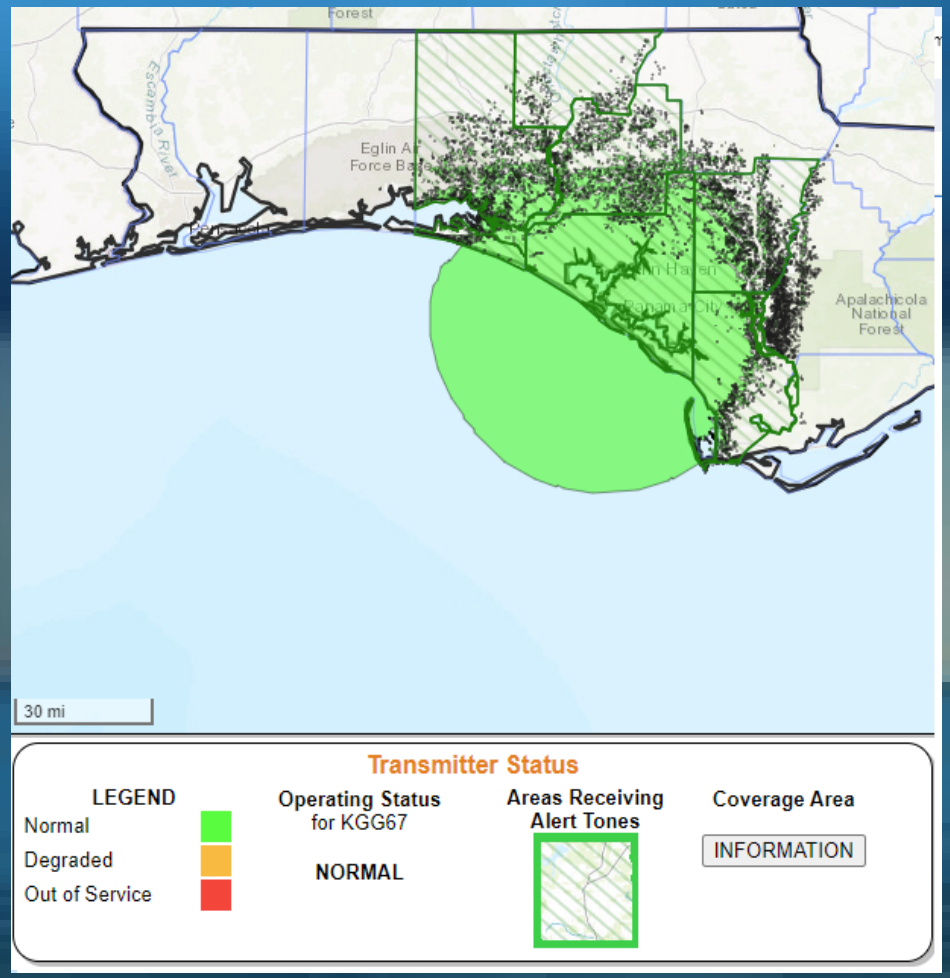
- Systems, components, and tower locations dictate the efficiency and effectiveness of our potential system
- A minimalist system with mechanical siren would begin at $240,000.
- A system with total coverage for the City, approximately nine miles, could approach $500,000 and beyond
- Manufacturer warranties range from one to seven years.
- Portions of the system could require replacement every 5-10 years
- Lease agreements, land purchases, or public/private partnerships may be needed
- IT support to integrate the system
- Long term ability to scale the system to fit the needs of a growing community
- Annual recurring budget for maintenance and repair of the system

Weather Radio

- Can be privately purchased through multiple vendors for as low as $25.
- Can be programmed to alert over 60 kinds of weather hazards and emergencies including tornados.
- Most NOAA Weather Radios utilize Specific Area Message Encoding (SAME). Alerts within a 40-mile broadcast range of the weather radio transmitter.
- Additional information can be found at FloridaDisater.org



Weather Radio



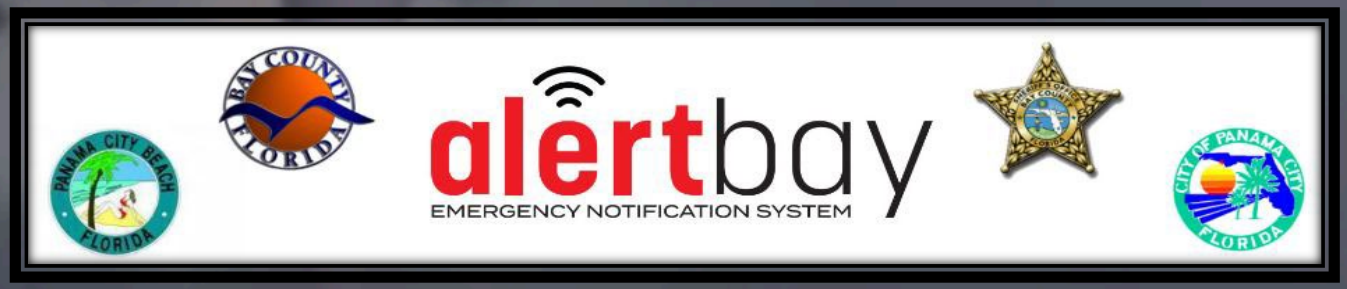
Transmitter Details	
Station ID	KGG67
Station Name	Panama City
Frequency	162.550
State	Florida
Station Location	Courtney Point, FL
Operating Status	NORMAL
Weather Forecast Office	Tallahassee FL

KGG67 Areas Receiving Alert Tones

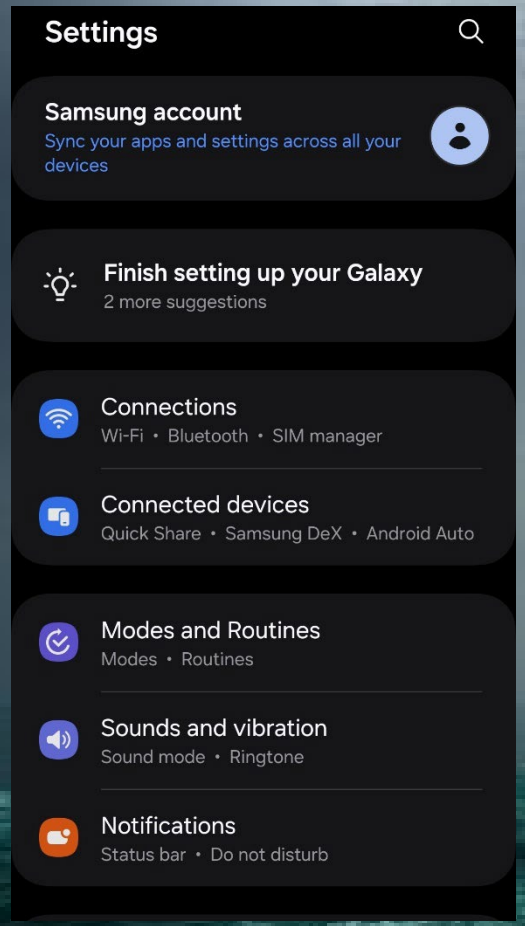
County	State	SAME Location Code	Partial County Description
Bay	Florida	012005	ALL
Calhoun	Florida	012013	ALL
Gulf	Florida	012045	ALL
Holmes	Florida	012059	ALL
Walton	Florida	012131	ALL
Washington	Florida	012133	ALL

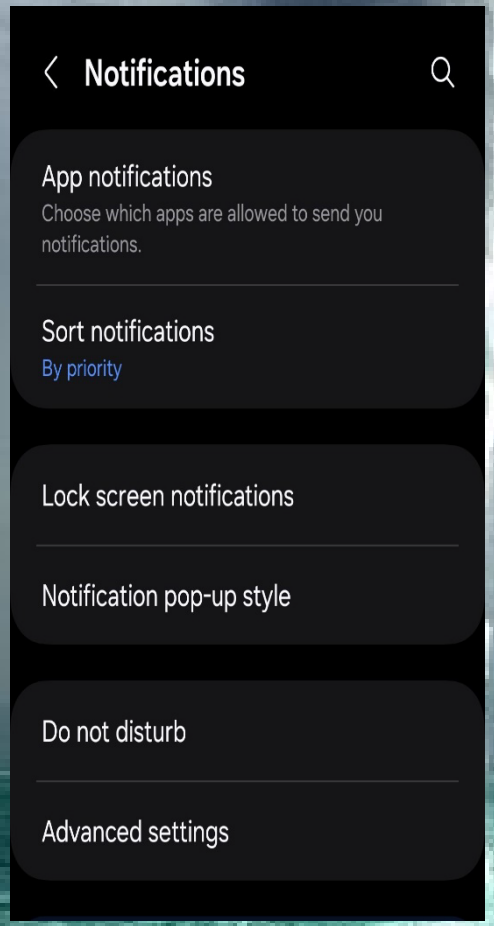
Alert Bay Notifications

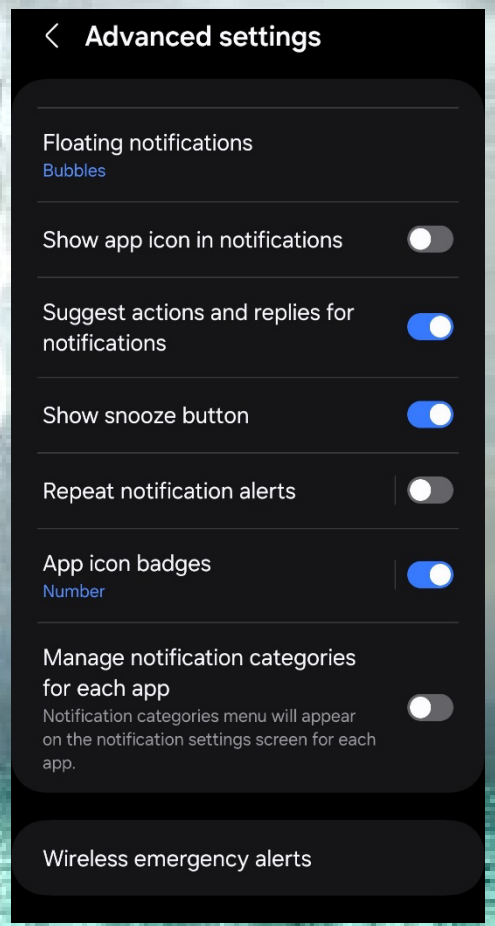
- Can receive alerts based on more than 30 personalized criteria:
  - Emergency alerts
  - Informational Messages
  - Weather Alerts
- Can receive alerts via:
  - Text
  - Call
  - Email
- Sign-up for alerts at www.AlertBay.org

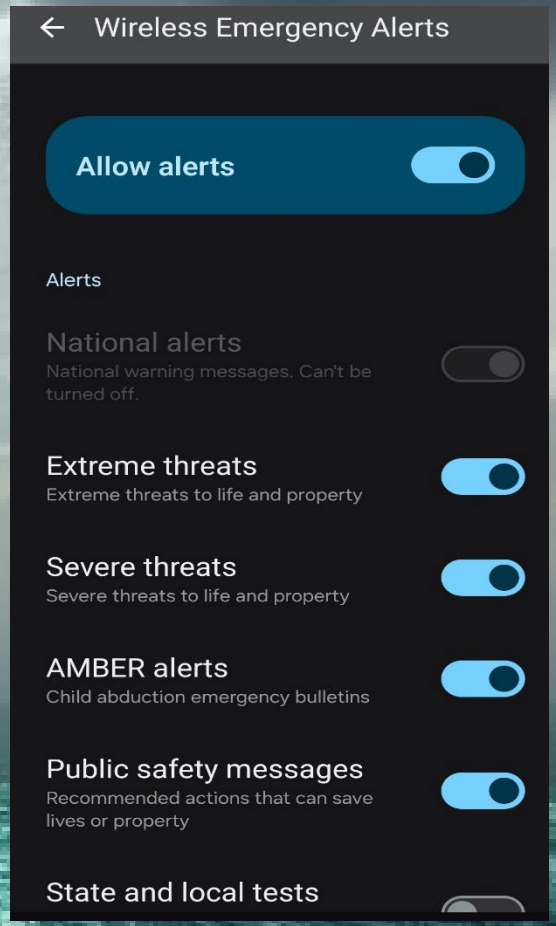


Android Emergency Alerts

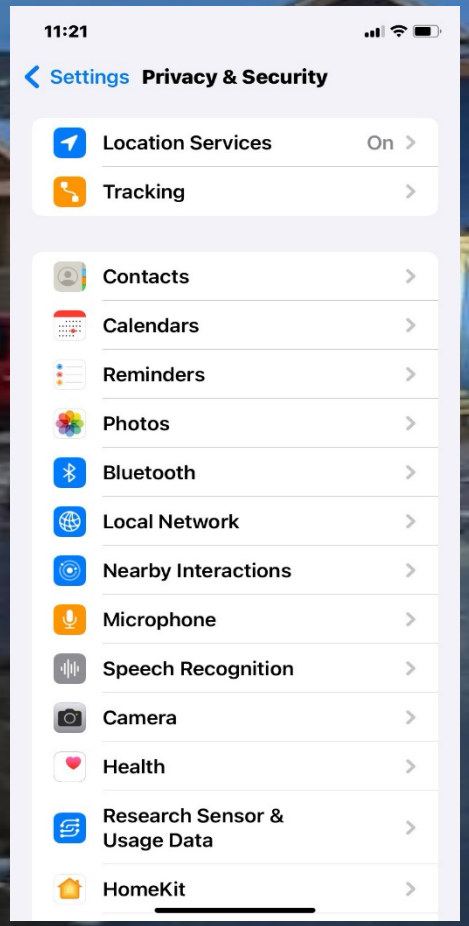


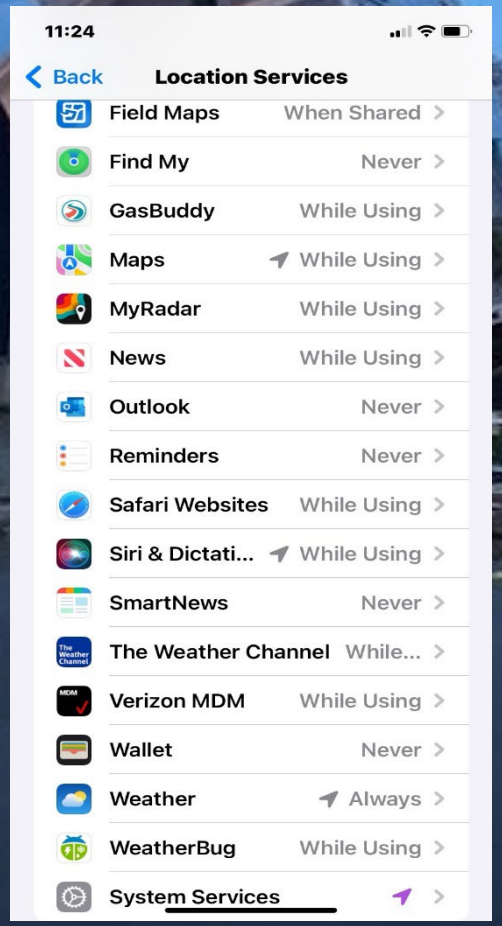


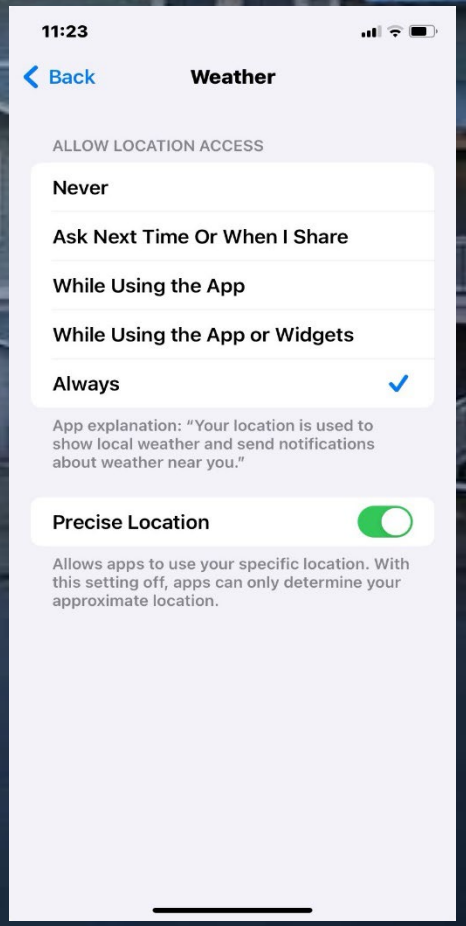




iPhone Emergency Alerts







Moving Forward

- Are we looking for Siren, Tone and/or Voice for alerting our citizens?
- What is our goal in coverage for Panama City Beach?
- Do we know if we are looking to put the speakers on existing structures or poles?
- Will we be connecting AC power to the speakers? Do we want backup power (solar panels)?
- Are tornadoes our main concern? Other severe weather events? Man-made troubles (terrorism, civil unrest, surf conditions etc.)?
- Would we plan for mobile speaker units (speaker trailers), for evolving emergencies or scheduled City events?
- Possible grants for funding?

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

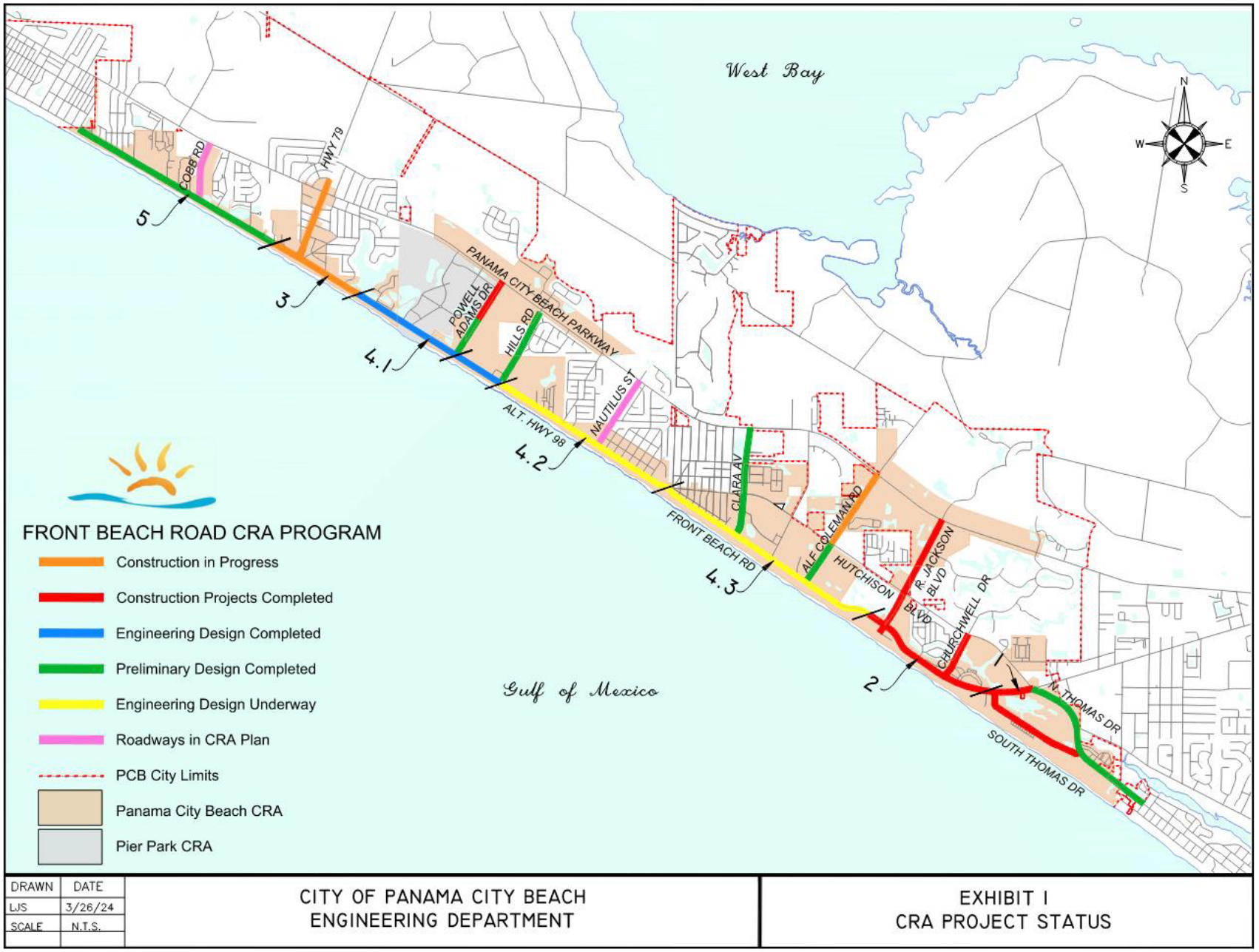
1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, Community Redevelopment Agency	***2. MEETING DATE:*** May 23, 2024
3. REQUESTED MOTION/ACTION: Hear quarterly update on CRA Program.	
4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Quality of Life Transportation Attractive Community
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? City Council requested quarterly update from the CRA Manager on the CRA project.	
FBR CRA Q1 2024 Update with Notes Final 5.17.2024.pdf	

Front Beach Road Community Redevelopment Agency (CRA) First Quarter 2024 Update

City of Panama City Beach

May 23, 2024




West Bay
Gulf of Mexico
N
S
E
W
COBB RD
HWY 79
PANAMA CITY BEACH PARKWAY
POWELL ADAMS DR
HILLS RD
NAUTILUS ST
ALT. HWY 98
CLARA AV
FRONT BEACH RD
ALF COLEMAN RD
HUTCHISON BLVD
R. JACKSON BLVD
CHURCHWELL DR
N. THOMAS DR
SOUTH THOMAS DR
5
3
4.1
4.2
4.3
2
1
FRONT BEACH ROAD CRA PROGRAM
Construction in Progress
Construction Projects Completed
Engineering Design Completed
Preliminary Design Completed
Engineering Design Underway
Roadways in CRA Plan
PCB City Limits
Panama City Beach CRA
Pier Park CRA
DRAWN
LJS
DATE
3/26/24
SCALE
N.T.S.
CITY OF PANAMA CITY BEACH
ENGINEERING DEPARTMENT
EXHIBIT I
CRA PROJECT STATUS

Front Beach Road Segment 3

- At 82% completion as of the end of April 2024
- Divided north and southbound lanes on South Arnold Road and northbound slip lane (WB Front Beach to NB Arnold) were opened to traffic in March 2024
- Median reconstruction on Arnold Road north of the roundabout was completed in early April 2024
- Lullwater Lake weir reconstruction and box culvert extension is ongoing – recent severe weather
- Sidewalk and driveway installation continues on the north side of Front Beach Road from the roundabout to Lullwater Drive – paving later this month
- Traffic switch west of Lullwater anticipated in summer





Alf Coleman Road

- Hutchison Road to US 98 (Panama City Beach Parkway)
- At 65% complete as of the end of April 2024
- Anticipated final acceptance of the work in Summer 2024
- 289 calendar days for substantial completion
- Safety and rehabilitation improvements including raising, repaving, and restriping road, adding improved drainage, sidewalks, and lighting
- Current daytime temporary single-lane closures from Hutchison Boulevard to Cabana Blvd. for paving
- Work is done in phases to maintain resident/business access





Powell Adams Road

- Front Beach Road to Stingray Drive
- Procured design services to update the plan sets for Phase II widening
- Phase II will be let as separate project and completed concurrent with Segment 4.1
- Currently working with St. Joe Company to address traffic impacts to Powell Adams from TopGolf development



Front Beach Road Segment 4.1

- Lullwater Drive to Hills Road
- Right-of-way acquisition 100% complete
- Right-of-way transfer from Florida Department of Transportation (FDOT) complete
- Florida Department of Environmental Management (FDEM) approval pending to move to next step of construction phase
- Project is combined with Segment 4.2 to conform to FDEM grant funding application
- Construction start is dependent on completion of land acquisition for Segment 4.2 and FDEM authorization for construction – late 2024



Front Beach Road Segment 4.2

- Hills Road to west of SR 392A (Hutchison Blvd.)
- Working towards 90% plans
- Right-of-way acquisition is 78% complete as of April 2024
- Bid date for this project, combined with Segment 4.1, is dependent on completion of the right-of-way acquisition phase and FDEM authorization for construction – late 2024
- Anticipated final public meeting in Summer 2024 for combined 4.1/4.2 project



Front Beach Road Segment 4.3

- West of SR 392A (Hutchison Blvd. to West of Richard Jackson Blvd.)
- Working towards 90% plans
- Real estate appraisal and appraisal review for needed parcels has been initiated
- Bid date is dependent on the completion of the right-of-way acquisition phase – anticipated late 2025
- A large number of necessary parcels are expected to be acquired by the eminent domain process but negotiated settlements will be attempted by City staff



Future Near-Term CRA Projects

- Hills Road
  - From Front Beach Road to US 98 (Panama City Beach Parkway)
  - Four Lane Widening scope, Anticipated Bid Year 2027
- Alf Coleman Road
  - From Front Beach Road to US 98 (Panama City Beach Parkway)
  - Four Lane Widening scope, Anticipated Bid Year 2031
- Nautilus Street
  - From Front Beach Road to US 98 (Panama City Beach Parkway)
  - Two Lane Enhancement scope, Anticipated Bid Year 2032

Challenges to CRA Completion

- Utility company responses
  - Statutory notices to bring utility companies to the table
- Increases in construction cost estimates due to inflation and higher bid prices
- Construction fatigue
  - Community outreach to mitigate public frustration
- Inclement weather



Community Outreach and Communications

- Open communication with the public is top priority
- Utilize a variety of communication platforms
- Work together as a team to keep PCB residents updated, informed and safe
- Working with FDOT's public information team to update all on US 98 (PCB Parkway) and Hutchison Road projects
- To receive regular CRA updates and monthly newsletter, contact Donna Montgomery at dmontgomery@corradino.com





Questions or Comments?

Email: CRA@pcbfl.gov

Website: https://www.pcbfl.gov/departments/community-redevelopment-agency-cra



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mark Shaeffer, Utilities	May 23, 2024

3. REQUESTED MOTION/ACTION:

Staff requests Council approval to purchase one new submersible pump from AAG Electric Motors & Pumps, Inc. (AAG) based upon submittal of the lowest, responsive quote for a replacement pump and associated items. This is a one-time purchase in the amount of $28,862.00 to replace a submersible pump at the City's Lift Station #128.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life
Financial Health

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

The City owns and operates over 165 wastewater lift stations as part of its wastewater collection and transmission system. Each station typically has at least two submersible pumps, which equates to over 330 submersible pumps throughout the system. These pumps typically last from 10 - 20 years depending on a number of factors. Accordingly, the Utilities Department must purchase multiple new pumps every year to keep up with pumps that irreparably fail or reach the end of their service life. Typically, Staff will ask for repair quotes on the pumps, and if the cost of the repair is comparable to the cost of a new pump, or if the pump is deemed irreparable, Staff will proceed with the purchase of a new pump. The City utilizes two pump manufacturers based upon service experience and to minimize parts inventories and maintain Staff familiarity. These manufacturers are Flygt and Wilo. Our continuing pump service provider, AAG, is the local representative for Wilo pumps.

One of the two existing pumps in Lift Station #128 has failed. These pumps are Flygt units, were installed in 2008, and have provided 16 years of service. AAG disassembled and inspected the pump and indicated it would require major repairs totaling $24,128.00. Quotes were obtained for new replacement pumps from both of our standard pump manufacturers. Because the mounting and leak detection devices used by these two manufacturers are different, two fairly minor components are needed to adapt one to replace a unit furnished by the other. Flygt indicates they no longer manufacture the original pump but have provided a quote for the replacement model in the amount of $45,700.00. Wilo has provided a quote for $28,862.00 for a pump with comparable performance including the necessary adapter devices.

Staff is requesting approval to purchase a replacement pump from AAG in the amount of $28,862.00.

Res 24-131.AAG Electric.Purchase Submersible Pump.pdf
PCB AAG Electric Quote Job 23370.pdf

RESOLUTION NO. 24-131

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE SUBMERSIBLE PUMP FOR LIFT STATION #128 FROM AAG ELECTRIC MOTORS & PUMPS, INC. IN THE TOTAL AMOUNT OF $28,862.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain proposal from AAG Electric Motors & Pumps, Inc. relating to the purchase of one submersible pump for Lift Station #128 in the amount of Twenty-Eight Thousand Eight Hundred and Sixty-Two Dollars and No Cents ($28,862.00) 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 and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of May, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

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

April 17, 2024

City of Panama City Beach
Attn: Mark

Re: LS 128

AAG Job # 23370

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

Sold New: **2008**
Repaired: **No Record of Repair by AAG**

Flyght 47hp, 1755rpm, 460v, 3201.091-0870004, 3201091-6090

Cause of Failure: power cable is bad and stator windings have a low meg ohm reading. The impeller is worn out and the cooling jacket has a hole in it. The coupling / slide rail also has wear.

Contract Repair:	
Pickup, Inspect and Provide Report	$ 450.00
Level 2 Repair 30hp-74hp	$ 10,850.00
1ea. New Impeller	$ 7,227.00
1ea. New Water Jacket	$ 5,601.00
Total Contract Price	**$ 24,128.00**

Delivery on Repair 10-12 weeks due to Impeller OEM Part.

New Replacement

1ea. WILO 51hp, T24-4/36, FA15.66, 460v, 50' Cables	$24,882.00
1ea. WILO Adaptor Flange to Fit Flygt 6" Rail	$ 1,820.00
1ea. WILO Seal Failure Relay	$ 310.00
Ceram CO or Belzona 1321 Coating, Interior of Volute and Impeller	$ 1,850.00
Total Delivered Price	$28,862.00

Delivery on new replacement 4-6 weeks.

If you have any questions please do not hesitate to contact me.
Thank you,
Keith Gay

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mark Shaeffer, Utilities	May 23, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval of an agreement to purchase two sodium aluminate storage tanks from Design Plastic Systems, Inc. in the amount of $96,278.00.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Economic Development
Public Safety

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

Sodium aluminate is used at the City's Wastewater Treatment Facility (WWTF) to add alkalinity and chemically-bind any trace amounts of phosphorus not removed biologically in the treatment processes. It is available in a liquid solution of various strengths and is approximately 50% heavier than water. Typically it is transported and delivered in bulk via tanker truck. The existing storage tanks at the WWTF have reached the end of their service lives, and this chemical is currently stored in a single temporary tank while two replacement tanks are procured. City staff prepared bid documents for two, 5,000 gallon minimum, replacement tanks, and solicited bids on April 9, 2024. The bid opening was held on April 30, 2024, at 2:00 p.m. Two responses were received, and a bid tabulation is attached for your review.

Documents submitted by Technology International, Inc. had conflicting information. One of their documents indicated an amount of $51,000.00 ($25,500.00 per tank) but another indicated $30,000.00 per tank for a total of $60,000.00 with a 16 week delivery time. Representatives of Technology International, Inc. indicated they made a mistake in their bid and will not honor their proposal. The remaining bid was submitted by Design Plastic Systems, Inc. in the amount of $96,278.00 (2 tanks at $48,139.00 each) with a 6 to 10 week delivery time following approval of fabrication drawings.

Staff recommends approval to purchase the tanks from Design Plastic Systems, Inc. at a total cost of $96,278.00.

Res 24-132.Design Plastic Systems.Purchase Sodium Alum Tanks.pdf
Exh A-Agreement Design Plastic Systems.Sodium Alum Storage Tanks.pdf
Design Plastic Bid Form.PDF
PCB24-27 BID TABULATION FORM.pdf

RESOLUTION NO. 24-132

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH DESIGN PLASTIC SYSTEMS, INC. FOR THE PURCHASE OF TWO SODIUM ALUMINATE TANKS FOR THE CITY'S WASTEWATER TREATMENT FACILITY IN THE AMOUNT OF $96,278.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Design Plastic Systems, Inc. relating to the purchase of two sodium aluminate tanks for the Wastewater Treatment Facility in the amount of Ninety-Six Thousand Two Hundred Seventy-Eight Dollars and No Cents ($96,278.00) 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 and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of May, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

AGREEMENT FOR SODIUM ALUMINATE STORAGE TANK REPLACEMENT

THIS AGREEMENT FOR SODIUM ALUMINATE STORAGE TANK REPLACEMENT ("Agreement") is made and entered into this 23rd day of May, 2024, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **Design Plastic Systems** (Vendor).

1. SCOPE OF SERVICES

Vendor will furnish and deliver tanks as more particularly described in the Scope of Work in Bid # **PCB24-27 ITB SODIUM ALUMINATE STORAGE TANK REPLACEMENT**.

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

2. PAYMENT

As compensation for the product contemplated herein and performance rendered by the Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on Bid # **PCB24-27 ITB SODIUM ALUMINATE STORAGE TANK REPLACEMENT** contained in the Vendor's cost proposal. The Vendor will invoice for payment to the City at the following milestones: 80% when the City takes possession of the tanks, and the remaining 20% after satisfactory testing/inspection of the tanks. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of the calendar month. The City will issue payment via ACH or Virtual Credit Card only.

3. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award through time of delivery, satisfactory inspection, and acceptance of the tanks.

4. TERMINATION AND SUSPENSION

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's: (1) failing to carry forward and deliver the product 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 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 judgment and discretion, the City may afford Contractor 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 deems expedient.

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 written notice to Vendor. In such event, 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, Vendor shall discontinue the 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. Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Vendor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities, any additional claims of subcontractors and vendors.

5. INSURANCE

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

Notwithstanding the provisions of any Notice of Award or Intent to Award issued by the City and prior to the commencement of any work, 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: Julie Roeder, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

6. COMPLIANCE WITH LAWS

The Contractor 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 shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify 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, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor 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 the term of the contract.

7. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful Bidder 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 Bidder, its sub-Bidders, 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 Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder'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.

8. WARRANTY

A. The Vendor agrees all tanks and accessories supplied under this section shall be warranted for a period of three full three years complete replacement from the date of acceptance by OWNER.

B. **The equipment shall be warranted to be free from defects in workmanship, design, materials and application in a high UV and corrosive environment**.

9. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

10. TIME

Time is of the essence in this Agreement.

11. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services 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.

12. REMEDIES

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the 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. Termination of this Agreement shall be in compliance with the Terms and Conditions of Bid # PCB24-27, including the section DEFAULT/FAILURE TO PERFORM**.** All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

13. 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 14th Judicial Circuit in Bay County, Florida.

14. ASSIGNMENT

This Agreement is not assignable.

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. 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 Vendor.

17. 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 of this Agreement.

18. 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

Mailing address: 17007 Panama City Beach Pkwy., PCB, FL 32413

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

B. As to Vendor:

Contract Representative: Sean McNally

Title/Position:

Email address: smnally@designplasticsystems.com

Mailing address: 2560 Boulevard of the Generals

Norristown, PA 19403

Phone/Cell: (606) 666-0940

19. 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 them.

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

INVITATION TO BID
INFORMATION FOR BIDDERS
SCOPE OF WORK
BID PROPOSAL FORM
STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON

PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
PUBLIC ENTITY CRIMES STATEMENT
NON-COLLUSION AFFIDAVIT
E-VERIFY
TERMS AND CONDITIONS
NOTICE OF AWARD
AGREEMENT
EXHIBIT A
[ANY ADDITIONAL EXHIBITS OR APPENDICES)

ADDENDA (S)
No. ____, dated _____, 20___

No. ____, dated _____, 20___

No. ____, dated _____, 20___

No. ____, dated _____, 20__

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

_____

VENDOR

Witness 1 _____

(Print Name): _____

Witness 2 _____

(Print Name): _____

ATTEST:

THE CITY OF PANAMA CITYBEACH, FLORIDA,

a municipal corporation

_____

City Clerk

By:_____

Drew Whitman, City Manager

PCB24-27 ITB SODIUM ALUMINATE STORAGE TANK REPLACEMENT

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 4/29/2024, 2024.

PCB24-27 ITB SODIUM ALUMINATE STORAGE TANK REPLACEMENT

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the firm fixed unit price as listed for **PCB24-27 ITB SODIUM ALUMINATE STORAGE TANK REPLACEMENT** bid specifications in complete accord with the described and reasonably intended requirements, and Terms and Conditions and Scope of Work of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

BASE BID:

Description	Manufacturer	Model No.	Unit	Quantity	Unit Price	Bid Amount
Sodium Aluminate Storage Tanks	Snyder Industries	5630000N45	EA	2	$ 48,139.00	$ 96,278.00

Delivery time 6-10 weeks

*Delivery time is for number of calendar days after receipt of purchase order issued by the City.

NOTE:

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. All prices are to be quoted FOB DESTINATION – FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB City of Panama City Beach, 206 N. Gulf Blvd., Panama City Beach, FL 32413.
3. Alternate products must be approved prior to Bid Opening. The deadline for submission of alternate products is **Tuesday, April 23rd, 2024.**
4. All Bids shall be firm and be valid for a period of ninety (90) days.

By submission of this BID, Bidder certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER:

Design Plastic Systems
Name of Business

Shawn McNally
Name of Bidder

2560 Boulevard of the Generals
Address

610-666-0940
Phone Number

Shawn@DPS1981.com
Email Address

Signature of Authorized Representative

4/29/2024
Date

[END OF BID PROPOSAL FORM]

CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, Florida 32413

PCB24-27 - ITB - Sodium Aluminate Storage Tank Replacement
Tuesday, April 30, 2024
2:00PM

Opened at 2:00PM - Closed at 2:02PM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	CONFLICT OF INTEREST	DRUG FREE WORKPLACE	E-VERIFY	NON-COLLUSION	PUBLIC ENTITY CRIMES	REQUIREMENTS	REFERENCES	W9	BID PRICE	RESPONSIVE BID - Minimum Requirements Provided
1	Design Plastic Systems Inc.	04/29/24 @ 3:59PM	DemandStar	X	X	X	X	X	X	X	X	X	$ 96,278.00	X
2	Technology International, Inc.	04/30/24 @ 12:39PM	DemandStar	X	X	X	X	X	X	X	X	X	$ 51,000.00	X
3	Technology International submitted a bid proposal form that contained an error - Proposer is unable to honor the bid price submitted.													
4														
5														
6														
7														
8														
9														
10														
11														
12														

Bid tabulation is preliminary - bids are still reviewed for responsibility and are not finalized until awarded by City Council.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Keith Meyerl, Parks & Recreation	May 23, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval to purchase three (3) Club Car Carryall 300 Gas Golf Carts in the amount of $36,210.07 from Jerry Pate Turf & Irrigation, Inc.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Attractive Community
Quality of Life
Transportation

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

The Panama City Beach Parks and Recreation Department is responsible for all maintenance for the grounds and facilities located at Frank Brown Park, Aaron Bessant Park, the Russell Fields Pier, and City neighborhood parks. Frank Brown Park is comprised of (10) diamond ballfields, (3) soccer fields, a 20-acre Festival Site, the Panama City Beach Aquatics Center, and various other amenities and infrastructure. The park hosts over 30 multi-day sports tournaments, City recreational baseball, flag football, and soccer leagues on the athletic fields, as well as various events throughout the year on the Festival Site. Aaron Bessant Park is a 70-acre multiuse park with a 10-acre outdoor amphitheater, (3) soccer\multiuse fields, several miles of walking trails, and (2) scenic lakes. 20-30 special events are held annually at Aaron Bessant Park including the upcoming Summer Concert Series, Jeep Jam, Ironman, 4th of July Celebration, and Home for the Holidays.

The Club Car Carryall Utility Vehicle is a utility cart with rear bed and is vital to the daily and special event operations of the maintenance staff to transport Staff, materials, and equipment used in various maintenance activities as demonstrated recently at the Gulf Coast Salute Airshow. These units are needed to replace two (2) that have already been declared surplus and sent to auction, with the third needed for recently hired additional maintenance staff (for the maintenance at Aaron Bessant Park that has been taken over from the Pier Park Community Development District). Staff was able to secure a quote from Jerry Pate Turf & Irrigation for this purchase utilizing Sourcewell Contract #122220-CCR. The purchase amount is $36,210.07. The contract and quote are provided for review.

Staff recommends approval of the purchase which is included in the Department's FY2024 budget.

Res 24-133.Jerry Pate Turf.Purchase 3 Club Car Golf Carts.pdf
Sourcewell.Club Car Contract 122220.pdf
Quote.Club Car Sourcewell.5.16.2024.pdf

RESOLUTION NO. 24-133

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF THREE (3) CLUB CAR CARRYALL 300 GAS GOLF CARTS IN THE AMOUNT OF $36,210.07 FROM JERRY PATE TURF & IRRIGATION, INC.; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.

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 Jerry Pate Turf & Irrigation, Inc. for the purchase of three (3) Club Car Carryall 300 Gas Golf Carts in the total amount of Thirty-Six Thousand Two Hundred Ten Dollars and Seven Cents ($36,210.07) 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. By accepting the proposal referenced above, the City agrees to be bound by the same terms and conditions obtained by Sourcewell through an advertised, competitive bidding process, Contract No. 122220-CCR, in the form **attached as Exhibit B.**

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of May, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

DocuSign Envelope ID: BCAB01B6-755E-475C-955E-7A258444108D

Solicitation Number: RFP #122220

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Club Car, LLC, 4125 Washington Road, Evans, GA 30809 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires January 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor's sole warranties are those described in Vendor's standard equipment warranty. Vendor disclaims and excludes any other express, implied or statutory warranties, arising by operation of law or otherwise, including without limitation any warranties of merchantability and fitness for a particular purpose. Vendor makes no warranties or representations (express, implied or statutory), arising by operation of law or otherwise, on any equipment, component parts or accessories sold under this Contract which are not manufactured by Vendor. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Vendor's pricing does not include any present or future sales, use, occupation, license, excise or other tax, permit or fee with respect to the sale, delivery or use of the Equipment, Products, or Services under this Contract. Each Participating Entity will be responsible for payment of all taxes, permits or fees, and is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;

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- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly

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note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for one percent (1%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and

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Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or

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oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising from and to the extent of the violation of law, negligence, omissions, or intentional misconduct of Vendor. Vendor shall not be liable for any indirect, consequential, or exemplary damages, whether arising in contract, tort (including negligence) strict liability, or otherwise, including without limitation, loss of profits, loss of goodwill, and loss of business opportunity.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating

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Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. Vendor's indemnity for patent, trademark and copyright claims shall not extend to infringements based on any designs, plans or other specifications provided to Vendor by Sourcewell or the Participating Entity.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota. The United Nations Convention on the International Sales of Goods shall not apply to this Contract.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

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2. A material breach of any term or condition of this Contract.

Written notice of default and no less than thirty days opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits

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of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. Vendor will comply fully with all laws and regulations applicable to the manufacturing of its Equipment or Products and to the Services rendered under this Contract. Vendor assumes no responsibility, whether by indemnity, warranty, or otherwise, for compliance with laws and regulations concerning matters over which it has no control (e.g., occupational health and safety, pollution, local codes, etc.), related to the use, installation or operation of the Equipment or Products sold under this Contract.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

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all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

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§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 1/25/2021 | 11:45 AM CST

Club Car, LLC

DocuSigned by:
By: Jeff Miller
B3849D07B8784C1...

Jeff Miller
Title: Director of Sales Global Strategic Accounts and Custom Solutions

Date: 2/10/2021 | 9:04 AM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 2/10/2021 | 11:06 AM CST

RFP 122220 - Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Vendor Details

Company Name:	Club Car, LLC.
Address:	4125 Washington Road Evans, GA 30809
Contact:	David Peterson
Email:	david.peterson@clubcar.com
Phone:	706-421-7875
Fax:	877-403-2577
HST#:	13-3488925

Submission Details

Created On:	Wednesday November 04, 2020 12:26:41
Submitted On:	Tuesday December 22, 2020 00:27:35
Submitted By:	David Peterson
Email:	david.peterson@clubcar.com
Transaction #:	433cc578-97eb-4010-982d-a09a16de86bb
Submitter's IP Address:	50.228.56.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Club Car LLC	*
2	Proposer Address:	4125 Washington Road Evans, GA 30809	*
3	Proposer website address:	www.clubcar.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeff Miller Director of Sales, Global Strategic Accounts and Custom Solutions 4125 Washington Road Evans, GA 30907 jcmiller@irco.com 706.414.8212	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Peterson Strategic Account Manager 4125 Washington Road Evans, GA 30809 david.peterson@clubcar.com 706-421-7875	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Ingersoll Rand was established in 1905. The company history can be found here: https://company.ingersollrand.com/company/company-history.html Club Car had a humble beginning in 1958 in Augusta Georgia as a golf car manufacturer. For over 60 years we have been the industry-leading developer of innovation and design, in golf cars, commercial utility vehicles and personal-use transportation. As the global leader of electric vehicles every detail of design, fabrication and assembly is executed with an uncompromised desire for superior performance. Our Values: Integrity, Respect, Teamwork, Innovation, and Courage As a global leader in "Small Task Oriented Vehicles" we have demonstrated an unparalleled ability to deliver on projects of the scope and design of this RFP. We do so by detailing a comprehensive road map that merges transportation strategy, safety, and total cost of ownership through sustainable practices. The foundation of our roadmap lies within three pillars we focus on daily; expertise, a focused distribution channel (selling agents), with dedicated areas of responsibility; and products with proven track records far exceeding expectations.	*
8	What are your company's expectations in the event of an award?	The expectation for the award is to align Club Car with Sourcewell to further strengthen our relationships with governmental agencies through cooperative purchasing resulting in a mutually beneficial partnership. We want to achieve continued growth within our government business sectors and the potential of being recognized as the preferred supplier of golf cars and small task orientated utility vehicle solutions for Sourcewell and its members. We are seeking a partnership focused on providing value to a diverse group of participating entities. We would be looking to Sourcewell to assist Club Car with encouraging States around the country to adopt our new Sourcewell contract as the State's Contract for our type of products.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See uploaded file "IR - Club Car - D&B Report 12-4-20.pdf"	*
10	What is your US market share for the solutions that you are proposing?	We would estimate our market share to be over 25% in our commercial key markets like education, government and municipalities – higher in our core Carryall 4x2, Villager multi-passenger and 411 electric truck; lower in our AWD offering due to Club Car not participating in the larger market consumer 4x4 products.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our market share in Canada would be similar to that in the US.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Club Car is the manufacturer of small task orientated vehicles. • Club Car believes in a consultative sales approach with customers utilizing our Authorized Dealer Network (selling agents) for execution. Our strategy is for the Dealer network (independently owned selling agents) to work with the public entity to identify customer needs and to develop solutions to solve problems and increase efficiencies. Through this consultative approach, the public entity purchases the product and or service from the local Authorized Club Car Dealer (selling agent) or in certain circumstances direct from Club Car. Vehicles will ship from Manufacturing Plant in Evans, GA to local Authorized Club Car dealer network for prepping/setup and final delivery. • All service will be performed by local independently owned Authorized Club Car Dealer (selling agent) • By utilizing our extensive independently owned Authorized Dealer Network (selling agents) we are able to provide top quality service at a competitive cost.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Club Car maintains state manufacturing licenses required for manufacturing of Club Car products. In addition, Club Car maintains all business licenses required by applicable jurisdictions. Club Car does not utilize subcontractors or 3rd parties in the manufacturing or production of its products contemplated by this RFP.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Club Car has been recognized by APPA, Higher Ed Facilities and a host of other organizations with in the golf space. Ingersoll Rand our parent company recently recognized by PDJ for Innovation in Diversity and Inclusion. Ingersoll Rand awarded World Environment Center’s 2019 Gold Medal Award for International Sustainable Development. Over the years Ingersoll Rand has been awarded Climate Leadership Awards with the most recent being Excellence for Greenhouse Gas Management by the EPA.	*
17	What percentage of your sales are to the governmental sector in the past three years	We estimate that approximately 8 – 10% of our commercial revenues are from the governmental sector.	*
18	What percentage of your sales are to the education sector in the past three years	We estimate that approximately 12 – 15% of our commercial revenues are from the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	City of Kansas City/OMNIA Partners - Approximately $60M for the past 3 years. South Carolina State Contract - Approximately $805k	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Club Car does not hold a GSA contract. We partner with a 3rd party to list our vehicles on their contract. Sales volume for the last 3 years is approximately $10.1M. Club Car does hold the AFNAF Contract and sales volume for the last 3 years is approximately $8.69M	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Arizona	Elton Crawford	520-621-6924	*
Georgia College & State University	Mark Meeks	478-445-4458	*
Indiana University	Stephen Roach	317-274-5031	*
City of San Bernardino Municipal Water Dept.	Joseph Hanford	909-453-6223	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Amarillo	Government	Texas - TX	Fleet of Golf Cars for multiple city courses	247 vehicles	$1.21M	*
City of Arlington	Government	Texas - TX	Fleet of Golf Cars for multiple city courses	297 vehicles	$1.20M	*
City of Phoenix	Government	Arizona - AZ	Fleet of Golf Cars for multiple city courses	224	$890k	*
City of Springfield	Government	Illinois - IL	Fleet of Golf Cars for multiple city courses	186	$811k	*
San Diego State University	Education	California - CA	Multiple utility vehicles for use around campus	48	$689k	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

23	Sales force.	Club Car has over 100 Sales employees in North America. They are spread out across United States and Canada, based on size and scope of territory. Club Car Corporate office: Georgia: 4124 Washington Road Evans GA, 30809 800-258-2227 Club Car US Branches California: 1203 Hall Ave Riverside, CA 92509 Tel: (951) 735-4675 Connecticut: 72 Grays Bridge Road Brookfield, CT 06804 Tel: (203) 740-7044 Texas: 4840 Mark IV Parkway Fort Worth, Texas 76106 Tel: (817) 378-8157 Pennsylvania/New York/West Virginia: 2400 Ansys Dr., Suite 102 Canonsburg, PA 15317 Tel: (724) 348-3560 Club Car Canada Branches: Alberta: #104-2926 Kingsview Blvd. S.E. Airdrie, Alberta T4A 0H5 Tel: (587) 775-0915, 0916, 0917, 0918 Toll Free Tel: (800) 828-6926 Fax: (587) 775-0942 Toronto: 51 Worscester Road Toronto, ON M9W 4K2 Tel: (519) 623-2000 Fax: (519) 622-8186	*
24	Dealer network or other distribution methods.	Dealer Network (Selling Agents): The backbone of our organization's roadmap relies on one of our greatest strengths. We have the strongest dealer channel in the small task oriented vehicle industry. We have a premier group of dealers that have direct areas of responsibility, meaning that they are contractually obligated to sell and service in an "Area of Responsibility" (AOR). Each of these dealers are managed by our Club Car Regional Managers and all have "outside" sales representation as opposed to being retail only outlets which is more common in the small wheel vehicle industry. Standard work for these dealer reps to call on all institutions of higher learning and public agencies within their AOR to listen to stakeholder's individual needs, and to recommend solutions. Our Club Car Regional Managers monitor the dealer's success based on the principals of premier service and continued development and support of their assigned territory. These assessments are constant and continuous, allowing us to work directly with dealers to share best practices, insure quality service and to deliver superior solutions to our end users. Club Cars expansive independently owned Authorized Dealer Network (selling agents) with locations throughout North America gives our customers the quick reliable service they deserve. Our Dealer technicians are factory trained and most locations have excellent parts stock on hand to better service our customers.	*
25	Service force.	Service will be available through our Club Cars expansive independently owned Authorized Dealer Network (selling agents) with locations throughout North America gives our customers the quick reliable service they deserve.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service begins with our strong parts network. Club Car maintains a parts inventory of approximately $12M at its Appling, Georgia location and has a 95% fill rate. Club Car Authorized Dealers also stock parts locally. Club Car's Authorized Dealer Network and Club Car's Factory Direct Service Technicians provide both parts and routine vehicle services across all areas of North America. Parts will be provided within 5 days of the request with the exception of a parts availability issue. All out of stock parts will be prioritized from our corporate headquarters and updates will be communicated along the way. Club Car, can provide product support in regards to order processing, service parts identification and order tracking via a single point of contact by emailing all inquiries to rental@clubcar.com or by calling 706-955-0254, hours of 8am-5pmEST, Monday-Friday. Response time, 24 hours after receipt. Technical Support inquiries are supported via a single point of contact by emailing all inquiries to producttechnicalsupport@clubcar.com or by calling 706-955-0264, hours 8am-5pm EST, Monday- Friday. For onsite and/or shop repairs the Sourcewell member will need to schedule an appointment directly with local Club Car Authorized Dealer's (selling agent) service department. In most cases either Club Car or our local Dealer offer service contracts that would create a path for regularly scheduled preventative maintenance, reducing the need for unscheduled repairs, and/or a fast-tracked service calls. Service needs for those without a service contract are scheduled at the earliest available time. For larger Sourcewell members who employee their own service team, onsite or on-line training can be provide. In addition suggested parts stocking lists can be provided to assist with both preventive maintenance and common repair items reducing the lead time on parts. Club Car offers a full line of repair and part manuals for all the products we sell.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Club Car Inc. is eager to proudly serve customers throughout United States with planned and unplanned needs.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Club Car Inc. is eager to proudly serve customers throughout Canada with planned and unplanned needs. Club Car has the unique ability to provide Canada wide Utility vehicle solutions directed by one Nationwide strategic account identity via (2) Canadian based Regional Sales Managers. The Regional personnel manage a network of Canadian Dealers purposefully located across the country to better serve Sourcewell Member. We produce a Canadian version of our price book in Canadian dollars and offer Sourcewell member agencies our full array of products and services through our network of local dealers (selling agents) across the provinces in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Club Car will service all geographic areas of the United States and Canada	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Club Car will fully service all government, education, non-profit and any other Sourcewell eligible entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	1. Club Car will advertise in national publications - Government Product News and American City & County. Club Car participates in two national trade shows – NIGP Show and Government Fleet Expo. Along with the national shows, Club Car will also be involved in local, regional, state and federal trade shows throughout the year. 2. Club Car will utilize internal bulletins, conference calls, webinars, sales meetings, web based notifications and work with Sourcewell representatives to educate our sales force about the Master Agreement. We have extensive experience in ensuring a robust relationship between a co-op partner like Sourcewell and our Authorized Dealer Network (selling agents). This level of engagement ensures a quick contract uptake and superb contract term execution at a local level. 3. Banner ads, print ads, web ads, trade shows and face to face communications will be utilized to promote the Sourcewell Contract to participating Public Agencies. We have a very experienced sales force that will be influencing our Authorized Dealer Network (sales agents) to proactively promote this contract in a professional manner. See upload for a sample of our marketing sales brochure.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At Club Car we are active on Facebook, Instagram, Twitter and LinkedIn to actively engage potential customers and current users with our products, offerings and financing deals. We also leverage email marketing to potential customers on a monthly basis. We launched a digital sales app as a sales enablement tool to allow our field sales and dealers to easily share marketing materials with potential customers. Lastly we use Google Analytics to consistently monitor traffic to our webpage and our online configurator which allows users to build, configure and price vehicles.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We believe Sourcewell is responsible for working with us and our Dealer Channel (sales agents) to promote our contract. We will work closely with Sourcewell to ensure both organizations can articulate and promote the value proposition of each other to public entities. Club Car has a proven record promoting and selling our products by utilizing cooperative contracts. We plan on leveraging that success to the Sourcewell contact and increase sales for both organizations. Also see our response to question # 32.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently not available.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Club Car and its Authorized Dealer Channel hold Product Training and Customer Experience events throughout the year and any current customer or potential customer can attend these events at the corporate training facilities (costs will be published at the beginning of each year), Club Car Branch locations or at service dealer locations. The Club Car servicing dealer (selling agent) provides base vehicle operation and maintenance training as part of the purchase and delivery. Additional training can be purchased through the local dealer (selling agent).	*

37	Describe any technological advances that your proposed products or services offer.	Club Car, one of the most respected names in the golf industry, is the world's largest manufacturer of small-wheel, zero-emissions electric vehicles. We're also recognized as an innovation leader. The Visage™ Mobile Golf Information System (Connectivity) is the latest in a long line of technical advances that improve the golfer's experience and help courses operate more efficiently. • Connectivity/Infused Technology/Telematics/Car Control/Real Time Fleet Health Assessments: As the innovation leader in this space we have the ability to offer a connected car fleet to all of the public agencies in the program. The system is currently available for new vehicles. The technology is best described in three categories: car tracking, car control and power. o Car Tracking offers: real-time vehicle position, vehicle drive history, locate a car functionality and real-time messaging. o Car Control offers: action zone speed control – we can actually set up zones around campus where you can set speed zones and if the car enters a defined area it will slow to your desired speed (think busy quads, high traffic areas, blind spots), action zone messaging, fleet lockdown, geofencing, cart path only, anti-tamper functionality, set maximum speeds, in-car notifications. Power offers: real-time battery status, on-charge status, low battery notifications, odometer, amp ours reporting (think vehicle use load balancing to maximize fleet longevity), charge faults/interrupts o Connectivity is the future within campus fleet environments, from a safety, liability, productivity, and environmental standpoint. We have the ability to scale with Public Agencies as they find value in these technologies.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Club Car is very active in supporting our commercial vertical markets focusing on sustainability with electric vehicles and our best in class reliability and durability. Club Car is one of the largest electric small wheel vehicle manufactures and has been a strong voice in enabling new technology focusing on improving operations and end customer satisfaction. Our company is very focused on our CRSA community and annually raised over $1M with our partnership with United Way. In the last couple of years, Club Car has introduced a Grant Program focused on sustainability where universities across the US and Canada send in their application to win a new Club Car vehicle – with this year's winner being the College of Charleston. We have worked with commercial customers on autonomy solutions and new innovation to help achieve their own sustainability efforts. Club Car is the market leader in golf and consumer vehicles and has received numerous awards and acknowledgements on green initiatives such as Lithium, Tempo Walk from the golf industry (PGA, Golf Digest, GSCAA). We have CARB certification on our Club Car electric vehicles including the Club Car 411 Electric Truck.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Club Car designs, tests and manufacturers our vehicles to the highest of standards. Our Club Car vehicles are CARB certified and we maintain that status on our vehicles – which we see as a high mark for sustainability.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not Applicable	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	From our beginning in 1958 Club Car has definitely grown in golf but through our many features and benefits and dealer outlets, Club Car Utility vehicles are used throughout the world and have gained a tremendous reputation. With the array of Utility products and our quality reputation Club Car has also become the largest manufacturer in the world of Light / Mid- Range Utility vehicles. Club Car offers a full range of vehicle solutions to meet the needs of Sourcewell's participating entities. We have the broadest product offering from small 4 passenger vehicles, to light utility work vehicles, to heavier duty 4x4s and finally an all new ½ ton electric truck. We feel not only our products, but our vast dealer network that can support our end customers' needs is a big advantage to what Club Car can offer to the market. Club Car is a leading brand known for quality and reliability, so your customers have more peace of mind knowing a Club Car product will deliver. We can customize our offerings to the customer's needs and offer that service through this agreement. We are truly excited about the opportunity to work with Sourcewell! We design our products with the understanding that many people will be driving them thus we pay close attention to all areas of the vehicles to insure safety standards are built into the quality. Today, we manufacture over 700 vehicles a day with capacity of 1,000 vehicles a day out of Augusta Georgia, and ship products throughout the world. We have come a long way over the years and are very proud to have built a reputation for producing high quality, safe, reliable transportation and utility vehicles in the world.	

Listed below are several points on what makes our products unique and how they will benefit Sourcewell members.

- Exclusive Feature/Aircraft Quality 6061 Aluminum: Club Car uses a proven I Beam constructed Aluminum chassis material. Key benefits are, it is stronger, lighter, and will not rust when compared to tubular steel chassis. Aluminum allows our customers to continue rebuilding the product utilizing them for years. Due to our aluminum chassis, Club Car has thousands of 15-20 year old utility vehicles that are still in service today.
- Factory Technical Training: Club Car performs classes in Augusta Georgia and in the field which enables our customer and dealer technicians to better understand and troubleshoot the product.
- Exclusive Feature/Park Brake: Easy to use foot operated park brake allows for easy engaging and disengaging. The park brake is self- adjusting for cable stretch and brake shoe wear. The park brake easily releases through the accelerator pedal and brake pedal. The foot park brake design prevents wearing of brake shoes and driving through a hand brake design.
- Brakes: 4 wheel self- adjusting drum brakes for sure stopping and less maintenance.
- Rack and Pinion Steering: Club Cars self- adjusting steering is maintenance free and automatically adjusts the play from the steering wheel to the tire allowing for a sport like steering feel. In addition the EXCLUSIVE steering column is an automotive design that also self- adjusts to eliminate up and down play.
- Exclusive Feature/Clutches (CVT): Club Cars (CVT) Continuous Variable Transmission allows for smooth shifting and excellent power. The Drive Clutch has an EXCLUSIVE self-adjusting design that eliminates play and rattling of the clutch. The Driven Clutch also has an EXCLUSIVE self- cleaning wiper ring that allows for consistent smooth shifting, and cleaning of the shaft. The clutches are maintenance free and designed to work in dusty dirty environments for many years of maintenance free use.
- Front Body: Designed with the technician in mind for ease of service. Made of unbreakable painted TPO material, the body comes in 5 standard colors and 1 premium color. The front body also uses EXCLUSIVE no fasteners and can be dissembled and reassembled in a matter of seconds.
- Canopy Top: Has heavy duty struts and made of an unbreakable Polyethylene material and designed so water drains towards the rear of the vehicle and away from the passenger and load.
- Warranty: BEST IN CLASS. Utility vehicles: 3 years 3000 hour warranty on chassis, and major components like engine and drive train. Also 2 year or 2000 hours on other electrical components. 4X4 vehicles have a full 2 year or 2000 hour warranty
- Exclusive Feature/ Rear Cargo Box: Has a pickup truck tailgate designed to open and close with one hand. The Rugged aluminum rear box has a rhino bed to deaden noise and exclusive ridges on the side of the box allowing for attachments to be added and providing safe locations for carrying products such as rakes, shovels, weed eaters etc.
- Ergonomically friendly: We built the dash like a pickup truck allowing easy reach to shifter, switches, and viewing of gauges. In addition we added a standard 12 volt power point to charge cell phones. Shelves are designed to carry radios, I pads and cell phones. We built the dash area with the customer in mind allowing less driving fatigue during the work day.
- Exclusive Feature/ Front suspension: Club Car has the tightest turning circle (20 feet) in the industry allowing easy, safe, maneuvering in tight spaces. In addition our camber and toe in adjustment feature improves tire life and less tire wear. The combination of our independent front suspension and 6 ply/ 20 inch tires, allow the driver and passenger to experience an incredibly smooth ride.
- Exclusive Feature/ Kohler Overhead Cam Engine with EFI: Club Car is the first manufacturer to introduce (OHC) Overhead Cam engine technology with (EFI) Electronic Fuel Injection in a light duty/ mid- range utility product line. The advantages are many. The OHC engine brings greater horse power and torque along with improved fuel efficiency by 50% over our prior engine design. OHC brings the lowest emissions in this category, less maintenance, cooler running engine design, longer engine life, improved cold weather starting, no choke cables to break, no carburetor with jets to plug up causing the car not to start. Basically the fuel system is electronically controlled just like an automobile.
- Exclusive Feature/ Transaxle: Easy to shift rear transaxle which has a true neutral. The vehicle has a service switch that allows safe servicing of the engine without having to lift the vehicle off the floor.
- Exclusive Feature/ Modular Cab: Club Cars module cab allows you to build the cab with the components you require. Example you can start with just the cab frame which is ROPS approved. From there you can add a canopy, doors, windshield and wipers, S-Par Heater, and many other accessories. The cab is built exclusively for Club Car by Curtis Cab.
- Dealer Network: Club Cars expansive Authorized Dealer Network of over 600 locations gives our customers the quick reliable service they deserve. Our Dealer technicians are factory trained and most locations have excellent parts stock on hand to better service our customers.
- Service Parts Availability: Club Car has more than 12,500 separate SKUs in our brand new 550,000 square foot service parts warehouse located in Appling GA.
- Connectivity/Infused Technology/Telematics/Car Control/Real Time Fleet Health Assessments: As the innovation leader in this space we have the ability to offer a connected car fleet to all of the public agencies in the program. The system is currently available for new vehicles. The technology is best described in three categories: car tracking, car control and power.

		** Car Tracking offers: real-time vehicle position, vehicle drive history, locate a car functionality and real-time messaging. ** Car Control offers: action zone speed control – we can actually set up zones around campus where you can set speed zones and if the car enters a defined area it will slow to your desired speed (think busy quads, high traffic areas, blind spots), action zone messaging, fleet lockdown, geofencing, cart path only, anti-tamper functionality, set maximum speeds, in-car notifications. Power offers: real-time battery status, on-charge status, low battery notifications, odometer, amp ours reporting (think vehicle use load balancing to maximize fleet longevity), charge faults/interrupts ** Connectivity is the future within campus fleet environments, from a safety, liability, productivity, and environmental standpoint. We have the ability to scale with Public Agencies as they find value in these technologies. • Custom Vehicles that are Fit to Individual Tasks: Club Car provides vehicles that are specifically designed, tested and proven to both maximize worker safety and productivity and reduce the added costs and time to build on very unique vehicles. We have the following vehicles already in mass production: ambulance, trash dump, facilities-engineering, housekeeping, food service, security, grounds maintenance, refuse removal, ADA compliant transportation, and a vehicle with an 18 foot aerial scissor-lift. These vehicles are standard, easily quotable with reduced lead times. • Leasing Programs: ** We can provide education on leasing and maximizing budgets with business partners that deal with public entities and possible non-appropriation of funds clauses. We continue to have great success, based on each individual public agencies strategies when it comes to enhancing a consistent cost of ownership when you tie a lease term with our best-in-industry warranty. We have individuals that can visit each public agency or put together seminars or web conferences for simply continuing education on these subjects	

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Club Car, LLC ("Club Car") hereby warrants to the original purchaser or lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from Club Car or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty. This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by Club Car, its Authorized Dealers or Distributors, or a service agency approved by Club Car. For repairs made by qualified technicians other than Club Car's factory technicians or an Authorized Dealer or Distributor, Club Car will provide only the replacement parts or components. If the warranty registration form is not completed and returned to Club Car at the time of the original retail sale, the Purchaser must provide proof of date of purchase with any warranty claim.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, per warranty exclusions section of the warranty agreement.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes per the applied Club Car warranty labor rate and travel coverage which must be submitted through the WMS (Warranty Management System)	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Service is managed through our Club Car Dealer Channel (Selling Agents) to support warranty repairs. The Sourcewell participating entities will need to work directly with the closest Club Car Dealer for any warranty repairs. Club Car and its commercial dealer network is capable of providing certified technical support Canada Wide. It must be noted that the timeliness of this certified service to remote locations (predominantly the northern regions of provinces) may not be a prompt as accepted or required. In these cases, alternative solutions can be derived. As examples; shipment of warranty replacement parts for local installation, customer technical product training, sublet technical support.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, This and any other warranty shall be void if the vehicle or component is damaged, involved in an accident, abused or used in an unintended manner or shows indications that it has been altered in any way, including, but not limited to, modification of the speed governor, braking system, steering, transaxle, or other operating systems of the car to cause it to perform outside club car specifications. The warranty is likewise void if the vehicle shows indications that reasonable or necessary maintenance as outlined in the operator's manual and maintenance and service manual was not performed at the time and in the manner specified in such manuals.	*
47	What are your proposed exchange and return programs and policies?	Club Car warranty system automatically generates a part return request in the "Due Parts" Inbox for the part that is required for return/inspection prior to processing a claim. All parts that are not required to be returned at the time of claim submission must be held for 90 days from that date. Club Car reserves the right to request for any part(s) submitted under a claim within 90 days of the claim submission date. All warranty parts must be properly identified with a "Warranty Part Identification Tag" (WRT23307WT) and every package or shipment must be identified with a "Warranty Return Label" (WRT23311WL) before returning them to Club Car for review. These labels and tags can be ordered free of charge from service parts are stated in service bulletin 10-001. If a part requested by Club Car is not returned within the specified term in the warranty system, the claim will be denied. Part(s) from a denied warranty claim may be requested for return at the dealer's expense. The request must be made in writing to the Warranty department within 30 days from the claim denial date. Warranty department will scrap all parts that are not requested for return after 30 days from the claim denial date. Warranty does not cover vehicle or non club car parts return or exchanges.	*
48	Describe any service contract options for the items included in your proposal.	Service agreements/contracts are managed and owned directly through our Club Car Dealer Channel (Selling Agents) and will vary from Dealer to Dealer. Service agreements/contracts are available only in factory direct areas for Fleet Golf Customers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms with Club Car are net 30. Payment terms with our Dealer Channel (Selling Agent) will vary by Dealer.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options and leasing solutions are available: Operating Leases and Conditional Sales Contracts are available through Club Car's 3rd party preferred financing partners with terms up to 60 months. Leasing may also be provided direct through Club Car Authorized Dealer's (Selling Agent) third party preferred financing provider. Sourcewell members will work with their local Club Car Authorized Dealer (Selling Agent) to see what options are available. Club Car can also provide education to Sourcewell members on leasing and maximizing budgets with business partners that deal with public entities and possible non-appropriation of funds clauses. We continue to have great success, based on each individual public agencies strategies when it comes to enhancing a consistent cost of ownership when you tie a lease term with our best-in-industry warranty. We have individuals that can visit each public agency or put together seminars or web conferences for simply continuing education on these subjects	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our Club Car Dealer Network (Selling Agents) will be handling the sales from Sourcewell members and our dealers will be quoting the vehicle(s) as well as receiving the payment from the Sourcewell member. As our dealers are working with their customers they will determine if the local agency is already a Sourcewell member or not. If they need to sign-up, our dealers will be educated in the application process and can help their customer complete the membership application as well as have support from our Club Car personnel should they require any additional assistance. Our Dealer Network (Selling Agents) will be aware of the Sourcewell contract pricing and the discount structure that will need to be passed on to their customers. This information will be published as an internal bulletin on our Club Car Dealer Portal as well as provided in writing and focused on during all dealer trainings. They will work up a quote for the Sourcewell member. All documents will have the Sourcewell member number and the Club Car contract number. Once the Sourcewell member approves the quote the dealer will order the equipment from Club Car. When the equipment arrives, the dealer will prep/assemble the unit and deliver it to their customer. The dealer will review operating instructions with the customer and fill out the warranty registration within the Club Car system. The Sourcewell member will pay the dealer for the purchase. The Dealership will settle the equipment and upload the purchase order (if available) and a copy of the dealer quote into the Club Car order system, which will contain the member number, contract number and serial number for auditing purposes. Each quarter the Club Car Strategic Account Manager will run a Sourcewell report on all sales. The Strategic Account Manager will verify that the dealership information (from the settlement system) is correct and then file a quarterly sales report and pay the administration fee to Sourcewell.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted for payment but are at the local dealer's (selling agents) discretion. There could be a 3% fee of the total purchase price for utilizing this type of payment process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing will be updated on a yearly basis at Model Year (typically in August). Each product will be discounted off Club Car's US or Canadian Suggested List Price (MSRP) which is published at Model Year per the attached "2021 - Sourcewell - Vehicle Pricing - USA.pdf" or "2021 - Sourcewell - Vehicle Pricing - Canada.pdf". Any new vehicles that are added to the Club Car lineup will automatically be added to the program/contract and discounting will follow the established discount structure listed in the Sourcewell Pricing Summary page in the pdf files based on the type/category the vehicle falls under. Freight for Sourcewell members is FOB Club Car North America plant (Augusta, GA). Total final price will include discount off of MSRP list price with freight from Club Car to local dealer (selling agent), setup/prepping, surcharge, dealer delivery fee and any other additional costs associated with the final sale. Same discounting structure matrix will be used for both United States and Canada.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Club Car's proposed discounts off MSRP list will range from 4% to 34% depending the vehicle type/category.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be reviewed and evaluated on a case by case basis. Our Club Car dealers are authorized, at the dealer's discretion, to provide additional discounts at the local level.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any "open market" or nonstandard option" will be quoted at MSRP. At the dealer's discretion, they may provide additional discounts at the local level.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Dealers also charge for PDI, Installation & Prepping/Set-up fees. Vehicles are shipped from the manufacturing facility in Evans, GA to the local Club Car Authorized Dealer (selling agent) requiring final assembly by the Authorized Dealer (selling agent). What the local Club Car Authorized Dealer (selling agent) will charge will be determined by complexity of final assembly and distance between their location and customer. For United States Club Car will implement the following prepping/PDI fee's for the basic vehicle configurations. • For Fleet Golf Cars: o $50 prepping fee o $150 prepping fee for the Café Express • For Club Car 411 – Truckster Vehicle: o $600 prepping fee • For all remaining Commercial Utility Vehicles (2wd & 4x4), Transportation, Low Speed Vehicles: • $450 prepping fee for basic vehicles to include canopy top & windshield installation • $800 prepping fee for vehicles with the standard basic cab assembly • $400 prepping fee for vehicles with the standard van box to be added in addition to the standard fees listed above if combined with a cab or canopy top/windshield. Vehicles that have a higher level of complexity for final assembly charges will be completely determined by the local Club Car Authorized Dealer (selling agent). Our Dealers (selling agents) are all independent businesses. Club Car cannot dictate to them what to charge beyond the base charge to install canopy tops, windshields, basic cabs and basic van boxes. Surcharges if applicable may also be charged along with requests for additional manuals. For Canada Club Car will implement the following prepping/PDI fee's for the basic vehicle configurations (pricing in CAD). • For Fleet Golf Cars: o $67 prepping fee o $202 prepping fee for the Café Express • For Carryall 411 – Truckster Vehicle: o $808 prepping fee • For all remaining Commercial Utility Vehicles (2wd & 4x4), Transportation, Low Speed Vehicles: • $606 prepping fee for basic vehicles to include canopy top & windshield installation • $1,077 prepping fee for vehicles with the standard basic cab assembly • $538 prepping fee for vehicles with the standard van box to be added in addition to the standard fees listed above if combined with a cab or canopy top/windshield.	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All Club Car vehicles are shipped from the manufacturing facility in Evans, GA to the local Club Car Authorized Dealer (selling agent) via Club Car Transportation for assembly and then will require final delivery to the purchasing Public Entity by the Authorized Dealer (selling agent). Refer to Freight Rates Schedule for State or Province specific rates, attached in the pricing section – "2021 Club Car Freight Rates - Sourcewell - USA.pdf" or "2021 Club Car Freight Rates - Sourcewell - Canada.pdf". Rates will be based on the most current published rates that Koch/Club Car Transportation establishes on a yearly basis. Dealers will also charge a local delivery fee. The following Dealer delivery fees for United States are to be included in every quote and are on a per vehicle basis: Distance from Dealer to Final Destination Fee Schedule 0-25 round trip miles $75 26-50 round trip miles $100 51-75 round trip miles $125 76-100 round trip miles $150 101 miles or more $2/mile round trip The following Dealer delivery fees for Canada are to be included in every quote and are on a per vehicle basis (pricing in CAD): Distance from Dealer to Final Destination Fee Schedule 0 - 40.23 km round trip $101 40.24 - 80.47 km round trip $135 80.48 – 120.70 km round trip $168 120.70 – 160.93 km round trip $202 160.94 km or more $2.69/km round trip	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery expense calculation method will be used for offshore delivery as well as Alaska, Hawaii, and Canada. For Alaska & Hawaii or any offshore deliveries we can quote FCA Augusta (Customer pickup) / FCA Savannah (we handle container loading & getting it back to Savannah port) / CIF Port terms (we handle container loading & transportation to named port)	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Club Car can offer customers the opportunity to "will call" vehicles for an additional cost.. This allows the customer to pick up equipment from the manufacturing facility in Evans, GA depending on the circumstances.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing is similar or better than most.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All orders submitted by our Dealer Channel (Selling Agents) are required to include documents containing the PO (if available), a copy of their detailed quote and listing the contract number along with the Sourcewell member's number to be reviewed by our local Club Car Regional Sales Manager for compliance. At the end of every month our Contract Manger will run a report for all orders under the program and will spot check most orders for proper pricing and compliance.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Club Car agrees to pay Sourcewell a 0.75% admin fee for sales under the contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Club Car, one of the most respected names in the golf industry, is the world's largest manufacturer of small-wheel, zero-emissions electric vehicles. Club Car manufactures a full line of golf cars, utility, turf and transportation vehicles. In addition, Club Car produces multiple hospitality and mobile merchandising vehicles to support the needs of public agencies. Club Car can offer the following solutions to public agencies: 2, 4, 6 & 8 passenger vehicles, electric, gas, diesel powered, 2wd, 4wd and cargo carrying vehicles. The Club Car portfolio includes products for: • Golf Operations: Precedent® & Tempo® golf cars, Carryall® utility vehicles, and Café Express™ refreshment centers • Commercial and Business: Street-legal Villager™ LSVs, Villager and Transporter™ multi-passenger, and Carryall 4x2 utility vehicles and 4x4 utility vehicles • Custom Solutions & Fit-to-Task Vehicles, where ideas are turned into reality for colleges and universities, hotels and resorts and many other markets. Our Custom Solutions Department will work with customers on developing special options for unique tasks such as ladder rack, special cargo and van boxes, special lighting and ambulance packages to name a few. We provide vehicles that are specifically designed, tested and proven to both maximize worker safety and productivity and reduce the added costs and time to build on very unique vehicles. We have the following vehicles already in mass production: ambulance, trash dump, facilities-engineering, housekeeping, food service, security, grounds maintenance, refuse removal, ADA compliant transportation, and a vehicle with an 18 foot aerial scissor-lift. These vehicles are standard, easily quotable with reduced lead times. • We're also recognized as an innovation leader. The Visage™ Mobile Golf Information System (Connectivity) is the latest in a long line of technical advances that improve the golfer's experience and help courses operate more efficiently. • Club Car also offers hundreds of accessories and options that let you customize your golf and utility vehicle to your usage.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	o Fleet Golf Cars Tempo 2 Passenger, Precedent i2 & Tempo 2 Passenger Lithium Ion o Utility Vehicles (2wd Small Bed) Carryall 100 o Utility Vehicles (2wd Med & Large Bed) Carryall 300, Carryall 500, Carryall 502, Carryall 550, Carryall 700 & Carryall 900 o Utility Vehicles (4x4/AWD) Carryall 1500 2WD, Carryall 1500 AWD, Carryall 1500 IntelliTach & Carryall 1700 AWD o Transportation Vehicles (Villager & Transporter) Transporter, Transporter XL & Transporter XLC Tempo 2 (P.O.V.), Tempo 2 + 2 & Tempo 2 + 2 Lithium Ion Precedent i2 Villager 4, Villager 6 & Villager 8 o Hospitality Vehicles Café Express o Low Speed Vehicles (LSVs) Carryall 510 LSV, Carryall 710 LSV, Villager 2 LSV & Villager 2+2 LSV o Truckster LSV & Non LSV Club Car 411 LSV & Club Car 411 Non-LSV • Accessories/Options/Custom Solutions/SVP Parts (ordered w/vehicle) • Service or Replacement Parts • Visage - Connectivity - Telematics	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Cate or or T pe	Offered	Comments	
66	Utility Vehicles	(•) Yes ( ) No	Carryall, Transport, Villager & Truckster	*
67	Task Vehicles	(•) Yes ( ) No	Will be dependent on the vehicle	*
68	Golf Carts	(•) Yes ( ) No	Precedent and Tempo & Tempo Lithium	*
69	Low-speed Vehicles (LSV)	(•) Yes ( ) No	Carryall LSV, Villager LSV and Truckser LSV	*
70	Parking Enforcement	(•) Yes ( ) No	Available on multiple Carryall vehicles	*
71	Patrol and EMS Solutions	(•) Yes ( ) No	Available on multiple Carryall vehicles	
72	Passenger Shuttles	(•) Yes ( ) No	Transporter Vehicles along with Villager Vehicles	
73	Burden Carriers	( ) Yes (•) No		
74	Side-by-sides	(•) Yes ( ) No	Carryall 4x4 vehicles	
75	All-Terrain Vehicles (ATV)	( ) Yes (•) No		
76	Snowmobiles	( ) Yes (•) No		
77	Personal Watercraft	( ) Yes (•) No		
78	Food and Beverage Solutions	(•) Yes ( ) No	Available on multiple Carryall vehicles	
79	Athletic and Campus-use Vehicles	(•) Yes ( ) No		

Table 15: Industr Specific Questions

Line Item	Question	Response	
80	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded a contract, Club Car will be measuring sales penetration by state, agency types, by Dealer Channel (selling agents), by Club Car Regional Sales Manager territory, vehicle type and sub categories on a monthly, quarterly and yearly basis.	*
81	Identify the engine types available for your products (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Gas, diesel and electric	
82	Describe the reliability of your products in extreme hot and cold environments and inclement weather.	Our vehicles are built to be very reliable in both hot and cold environments along with inclement weather.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Peterson, Strategic Account Manager, Club Car, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4_Utility_Transport_Golf_Recreation_122220 Thu November 19 2020 01:54 PM	☑	1
Addendum 3_Utility_Transport_Golf_Recreation_122220 Fri November 13 2020 03:48 PM	☑	1
Addendum 2_Utility_Transport_Golf_Recreation_122220 Wed November 11 2020 11:00 AM	☑	1
Addendum 1_Utility_Transport_Golf_Recreation_122220 Wed November 4 2020 04:33 PM	☑	2

Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
604 28th Street North
Birmingham, AL, 35203
205-945-9144

www.jerrypate.com

DATE: May 16, 2024
EXPIRATION DATE: 30 Days

Exclusively For: City of Panama City Beach - Frank Brown Park
110 S Arnold Rd.
Panama City Beach, FL 32413

Proposed Order
Sourcewell
122220-CCR

Joe Creeden

Prepared By: Jeff Martin
jmartin@jerrypate.com
Account Executive: Tony Morris
tmorris@jerrypate.com

[Ph#]
[Fax#]
[Customer Acct#] 219730
[Email]

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Sourcewell	Extension
3	**104030101**	**Club Car Carryall 300 Gas**	$ 10,529.00	$ 8,528.49	$ 25,585.47
		Standard Equipment: White Body Color, Gray Seats, Cargo Box, Halogen Headlights, Premium Hole-N-1 Tires, Standard Transaxle Steering Wheel w/ Memo Clip, Standard Front Suspension, Tailgate Tether, Manual Bed Lift, 12V Powerpoint			
3	CAMPUS_PKG_300G	Carryall 300 G Campus	$ 2,509.00	$ 2,132.65	$ 6,397.95
		Hinged Windshield, Cargo Box, Tailgate Tether, Heavy Duty Brushguard, White Canopy, Differential Guard Heavy Duty Rear Receiver, Locking Glovebox, Tail Lights, Brake Lights, Turn Signals and Horn			
3	105288801	5 Panel Rear View Mirror	$ 92.00	$ 78.20	$ 234.60

	2024 MSRP	Sourcewell	Extension
	$ 13,130.00	$ 10,739.34	$ 32,218.02

Freight and Handling	**$ 1,066.05**
Set Up	**$ 2,100.00**
Destination Fee	**$ 826.00**
Total Proposal	**$ 36,210.07**

Jerry Pate Company offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return _____ _____
Signature *Date*

_____ _____
Print Name *Title*

Thank you, we appreciate your business!

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** May 23, 2024
3. REQUESTED MOTION/ACTION: Review and approve.	
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? 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 and authorizes disposal in any lawful manner. Staff recommends approval.	
Surplus.05.23.2024.pdf	

CITY OF PANAMA CITY BEACH
MAY 23, 2024 CITY COUNCIL MEETING
REQUEST APPROVAL FOR SURPLUS/DISPOSAL

ASSET TAG	YEAR	MAKE	MODEL	TYPE	VIN/SN	DEPT	ADDITIONAL NOTES
02697		ICREALTIME NVR	NVR7516K		NVR7516K1601MC9700038	POLICE	REPLACED BY NEWER MODEL
00864		ICREALTIME NVR	NVR-F50		NVR5015068C3000002	PIER	REPLACED BY NEWER MODEL
02270		MOTOROLA	ML850		HKUN4001A	POLICE	ROBERT POTTER'S OLD RUGGED
00826	2016	DODGE	CHARGER	AUTOMOBILE	2C3CDXAT5GH165488	POLICE	
00824	2016	DODGE	CHARGER	AUTOMOBILE	2C3CDXAT7GH165489	POLICE	
00825	2016	DODGE	CHARGER	AUTOMOBILE	2C3CDXAT3GH165487	POLICE	
00809	2016	FORD	EXPLORER	SUV	1FM5K8AR9GGC08466	POLICE	
00822	2016	FORD	EXPLORER	SUV	1FM5K8AR4GGB97697	POLICE	

These items are to be removed from the Master Audit List. Staff recommends approval. 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 and authorizes disposal in any lawful manner.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Erica McKenzie, Administration	***2. MEETING DATE:*** May 23, 2024

3. REQUESTED MOTION/ACTION:

Consider and approve Ordinance No. 1642 at second reading.

4. AGENDA: REGULAR AGENDA AND 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. 1642 is necessary to correct an error in the City's Code of Ordinances regarding impoundment of vehicles found to be in violation of Code Section 16-89(E). Ordinance No. 1197 contains an incorrect reference which is fixed by this Ordinance. Section 16-91(C)(3) of the City's Code of Ordinances is changed from incorrectly referencing Section 16-89(F) to correctly referencing Section 16-89(E).

Ord 1642.Correcting Error in Noise Ordinance.2nd Reading.pdf
Ord 1642.Noise Ord.Business Impact Statement.pdf
Ord1197.NoiseOrdinance.SIGNED.pdf
Affidavit Ord 1642.pdf

ORDINANCE NO. 1642

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 16 OF THE CITY'S CODE OF ORDINANCES RELATED TO NOISE CONTROL TO CORRECT A SCRIVINER'S ERROR; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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, Section 16-91 of the City's Code of Ordinances created to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 16-91. Enforcement.

A. This section governs the initiation of enforcement actions, the issuance of citations or summons for violations of this article, and the imposition of penalties for violations of this article.

B. If a person violates any provision of this article, or an order issued pursuant thereto, the enforcement agency may issue a citation or summons, institute an action in a court of competent jurisdiction for injunctive relief, or any or all of them, to prohibit and prevent such violation or violations, in which event the matter shall proceed as a summary matter in a court of competent jurisdiction.

C. Any person violating any provision of this article may be punished as follows:

1. *First Offense:* By a fine of five hundred dollars ($500.00).

2. *Second offense or two (2) or more violations occurring within any six (6) months period:* Misdemeanor of the second degree punishable by a fine of no more than one thousand dollars ($1,000.00) or a sentence of not more than sixty (60) days in jail, or both.

3. Any motor vehicle found to be in violation of Section 16-89(~~F~~ **E**) of this article may be subject to towing and impoundment. If the vehicle is redeemed from the auto pound within twenty-four (24) hours, the redemption fee shall be seventy-five dollars ($75.00), which is not inclusive of the fine.

4. Each day that a nuisance noise exists shall constitute a separate violation of this article.

…

SECTION 2. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby 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 4. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 5. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 7. 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 of Ordinances, 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 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

THIS ORDINANCE shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of May, 2024.

CITY OF PANAMA CITY BEACH

_____
By: Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

Published on https://publicnoticesbaycountyfl.gov/ on the 13th day of May, 2024.
Posted on https://www.pcbfl.gov/government/city-council/ordinances on the 14th day of May, 2024.

_____
Lynne Fasone, City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 16 OF THE CITY'S CODE OF ORDINANCES RELATED TO NOISE TO CORRECT A SCRIVINER'S ERROR; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance corrects an error in the City's code of ordinances to clarify the City's ability to impound vehicles used in the commission of a violation of the City's noise ordinance.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;

There are no required compliance costs for this ordinance.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

There are no new charges or fees associated.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no new regulatory costs for the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses are likely to be impacted from the proposed ordinance.

4. Additional information the governing body deems useful (if any):

ORDINANCE NO. 1197

AN ORDINANCE OF PANAMA CITY BEACH COUNCIL RELATING TO NOISE; PROVIDING FOR PURPOSE; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICATION AND SETTING FORTH THE POWERS OF A NOISE CONTROL ADMINISTRATOR AND NOISE CONTROL OFFICERS; PROVIDING MAXIMUM PERMISSIBLE SOUND LEVELS GENERALLY; PROVIDING MAXIMUM PERMISSIBLE SOUND LEVELS LIMITS FOR SOUND PRODUCTION DEVICES SPECIFICALLY; PROVIDING FOR MEASUREMENT OF SOUND; PROHIBITING THE CREATION OR MAINTENANCE OF NOISE IN VIOLATION OF THIS ORDINANCE; PROVIDING EXEMPTIONS AND RESTRICTED USE REGULATIONS; PROVIDING FOR VARIANCES; PROVIDING FOR ENFORCEMENT, VIOLATIONS AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE OF JUNE 24, 2011.

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

SECTION 1. PURPOSE.

The purpose of this ordinance is to establish specific permissible noise limits in order to provide for the abatement, prevention and prohibition of excessive and unnecessary Noise so as to protect the health, safety, and general welfare of the residents of Panama City Beach. Excessive and unnecessary Noise can cause adverse psychological and physiological effects on humans, and deprive people of the peaceable enjoyment of their private property.

This ordinance provides clear guidance to both enforcement agencies and regulated Noise sources, with ease and certainty of compliance being the primary goal.

SECTION 2. AUTHORITY.

The authority for the enactment of this Ordinance is Section 166.021, Florida Statutes, and the State Constitution.

SECTION 3. DEFINITIONS.

For the purpose of this Ordinance, the following terms, phrases, words, abbreviations and their derivations shall have the meaning herein given. When not inconsistent with the context,

words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their common and ordinary meaning, or for those so included, the meaning found in this ordinance.

"A" weighted sound level (A Scale) means the sound level as measured using the "A" weighting network with a Sound Level Meter meeting the standards set forth in ANSI S1.4-1983 or its successors. The unit of reporting is dB(A). Sounds measured with the "A" weighting network approximate the response of human hearing when measuring sounds of low to moderate intensity.

"Affected Person" means any person who has lodged a Noise complaint with an authorized enforcement agency that he or she is the receptor of Noise on property within the City, and said Affected Person has an interest in the property as an owner, tenant, or employee.

"Ambient Sound Level" means that measured value which represents the summation of sound from all of the discrete sources affecting a given site at a given time, exclusive of Extraneous Sounds, and those from the source under investigation. Examples of ambient sounds include steady traffic of properly muffled vehicles or the surf. Ambient Sound Level is synonymous with background sound level. Ambient sounds are differentiated from Extraneous Sounds by the fact that the former are produced consistently, although they may not be continuous.

"ANSI" means the American National Standards Institute which serves as the administrator and coordinator of the United States private sector voluntary standardization system. ANSI facilitates development of American National Standards (ANSs) by establishing consensus among qualified groups. ANSs in the fields of acoustics and sound measurement are developed by the Acoustical Society of America in order to standardize practices and equipment.

"Boom Box" is slang for and means a self-contained, portable, hand-held music or sound amplification or reproduction equipment capable of emitting sound that is audible at distances exceeding the permissible limits established within this ordinance. For purposes of enforcing this Noise Ordinance, however, a Boom Box shall not be considered a Sound Production Device.

"Boom Car" is slang for and means a personal or commercial vehicle with music amplification or reproduction equipment capable of emitting sound that is audible at distances exceeding the permissible limits established within this ordinance.

"C" weighted sound level (C Scale) means the sound level as measured using the "C" weighting network with a Sound Level Meter meeting the standards set forth in ANSI S1.4-1983 or its successors. The unit of reporting is dB(C). The "C" weighting network is more sensitive to low Frequencies than is the "A" weighting network.

"Commercial Property" means any premises solely containing businesses where sales, offices, professional services, or other commercial use is legally permitted.

"Continuous Sound" means any sound with a duration of more than one second, as measured with a Sound Level Meter set to the "slow" meter response.

"Construction" means any site preparation, assembly, erection, repair, alteration or similar action, including demolition of buildings or structures.

"Decibel (dB)" means a relative unit for the measurement of sound pressure. It is based upon a reference pressure of 20 micropascals (zero Decibels) which is the average threshold of hearing for a person with very good hearing. The Decibel scale is logarithmic, and as such, an increase or decrease of 3 dB is a doubling or halving of sound pressure, respectively.

"Emergency Energy Release Device" means a device used specifically to release excess energy on a non-scheduled basis as necessary for purposes of safety.

"Emergency Work" means any work or action necessary to deliver essential public services including, but not limited to, repairing water, gas, electricity, telephone, sewer facilities, or public transportation facilities, removing fallen trees on public rights-of-way, dredging navigational waterways, or abating life-threatening conditions.

"Extraneous Sound" means a sound of high intensity and relatively short duration which is neither part of the ambient sound, nor comes from the sound source under investigation. Examples of Extraneous Sounds include: an unmuffled vehicle passing the measurement location; an aircraft overflight; a pedestrian talking loudly; a quick wind gust rustling leaves. Extraneous Sounds shall be excluded from measurements of the Ambient Sound Level and the Total Sound Level.

"Frequency" means the time rate of repetition of sound waves in cycles per second, reported as Hertz (Hz). "Frequency" is sometimes colloquially referred to as "pitch." Low Frequency sounds can correspond to the bass notes in music. Low Frequency sound waves travel farther and penetrate structures more efficiently than high Frequency sound waves.

"Impulsive Sound" means either a single pressure peak or a single burst (multiple pressure peaks) that has a duration of one second or less.

"Industrial Property" means any premises where manufacturing, processing, production, shipping, or equipment or materials storage yards, or any combination of them, is legally permitted.

"Motor Vehicle" means any vehicle that is propelled other than by human or animal power on land. This includes but is not limited to: trucks, automobiles, motorcycles, and off-road vehicles.

"Muffler" means a properly functioning sound dissipative device or system for abating the sound of escaping gasses on equipment where such a device is part of the normal configuration of the equipment. The Muffler must be designed to substantially reduce the level of the sound emissions, and may not exceed the sound levels of the original Muffler supplied by the manufacturer, or accentuate the low frequencies of these emissions.

"Multi-dwelling unit building" means any building comprising two or more dwelling units, including, but not limited to, apartments, condominiums, co-ops, multiple family houses, townhouses, and attached residences.

"Multi-use Property" means any single and distinct parcel of land that maintains two or more major uses. Examples include, but are not limited to:

1. A property which contains a commercial, residential or industrial use or Public Service Facility having boilers, incinerators, elevators, automatic garage doors, air conditioners, laundry rooms, utility provisions, or health and recreational facilities, or other similar devices or areas, either in the interior or on the exterior of the building, which may be a source of elevated sound levels for another use on the same distinct parcel of land; or
2. A building which maintains both commercial (usually on the ground floor) and residential uses.

"Noise" means, for the purposes of this ordinance, any sound not in compliance with the provisions of this ordinance.

"Noise Control Administrator" means the City Manager, or person(s) designated by the City Manager to oversee enforcement of this ordinance, to review and act upon applications for variances, and perform other duties specified herein.

"Noise Control Officer" means an employee of the City who has received noise enforcement training and is currently certified in noise enforcement. The employee must be acting within his or her designated jurisdiction and must be authorized to issue a summons in order to be considered a noise control officer.

"Noise Sensitive" means a facility whose daytime operations may be detrimentally impacted by excessive sound levels, but do not necessarily require sleep protection at night. Such facilities include but are not limited to:

1. schools;
2. houses of worship;
3. outpatient medical facilities.

"Person" means any individual, association, partnership, or corporation, and includes any officer,

employee, department, agency or instrumentality of the United States, the State, or any political subdivision thereof.

"Plainly Audible" means any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify Plainly Audible sound. The Noise Control Officer need not determine or be able to discern the title, specific words, or the artist performing the song.

"Private right-of-way" means any street, avenue, boulevard, road, highway, sidewalk, alley or easement that is owned, leased, or controlled by a non-governmental entity.

"Public Service Facility" means institutions such as schools, churches, libraries, and government offices and the property on which such uses are located.

"Public right-of-way" means any street, avenue, boulevard, road, highway, sidewalk, alley or easement that is owned, leased, or controlled by a governmental entity.

"Real Property Line" means either (a) the imaginary line including its vertical extension that separates one parcel of real property from another; (b) the vertical and horizontal boundaries of a dwelling unit that is part of a multi-dwelling unit building; or (c) on a multi-use property, the interface between the two portions of the property on which different categories of activity are being performed (e.g., if the multi-use property is a building which is residential upstairs and commercial downstairs, then the real property line would be the interface between the residential area and the commercial area).

"Receptor" means the location where persons are located who are annoyed by Noise or sound they hear coming from another property.

"Residential Property" means and includes property used for human habitation, unless the habitation is a condition of employment, including, but not limited to:

1. private property used for human habitation;
2. commercial living accommodations and commercial property used for human habitation;
3. hospitals.

"Sound Level Meter" means an instrument that conforms to ANSI S1.4-1983 or its successors.

"Sound Production Device" means any device whose primary function is the production of sound, including, but not limited to any musical instrument, loudspeaker, radio, television, digital or analog music player, public address system or sound-amplifying equipment.

"Total Sound Level" means that measured level which represents the summation of the sounds from the sound source under investigation and the ambient sounds which affect a given place at a given time, exclusive of Extraneous Sound sources.

"Tourist District" means and includes any property which fronts Front Beach Road, South Thomas Drive or Thomas Drive.

SECTION 4. APPLICABILITY.

This Ordinance shall be applied only to facilities and operations about which an Affected Person has lodged a complaint with an authorized enforcement agent or agency. Sound level measurements for compliance determination shall be conducted only on the property of the Affected Person regardless of whether there are other Receptors in closer proximity to the source under investigation, unless a specific provision in this ordinance requires compliance measurements at another location. The requirement of a prior complaint does not apply to portable or vehicular sound sources operated in a public space or public right of way.

SECTION 5. NOISE CONTROL ADMINISTRATOR

The Noise Control Administrator shall have the power to:

A. Coordinate the noise control activities of all departments in Panama City Beach and cooperate with all other public bodies and agencies to the extent practicable; and

B. Consider the actions of the City Council of Panama City Beach and advise of the effect, if any, of such actions on noise control; and

C. Review and advise on the appropriateness of public and private projects which require the mandatory review or approval by other departments or boards, in order to assist in the determination of whether the proposed project may have difficulty in complying with this ordinance, however this review shall not be construed as mandatory or the findings as binding; and

D. Promulgate and publish rules and procedures to establish techniques for measuring Noise, and to provide for clarification, interpretation, and implementation of this Ordinance; and

E. Periodically review the provisions of this Ordinance and recommend revisions consistent with technology to reduce Noise, or to address new sound sources within Panama City Beach, provided, however, that failure to review or recommend revisions shall not affect the validity of the provisions then in effect; and

F. Review and revoke enforcement grace periods pursuant to Section 13, below; and

G. Revoke Permits of Variance pursuant to Section 12, below.

SECTION 6. NOISE CONTROL OFFICERS.

Where the provisions of this ordinance require the measurement of sound with the use of a Sound Level Meter, such measurement shall be made by Noise Control Officers. A person shall be qualified to be a Noise Control Officer if the person meets the criteria set forth in the definition above and completes, at a frequency specified by the Noise Control Administrator, a noise certification or re-certification course which has been approved by the Administrator. When no measurement of the sound level is necessary to determine whether a sound is in violation of the provisions of this ordinance, or when the level of sound is measured by a Noise Control Officer as being in violation of the provisions of this ordinance, any law enforcement officer having jurisdiction in the area where the violation takes place may issue a summons for violations of this Ordinance.

Noise Control Officers shall have the power to:

A. Investigate and pursue possible violations of this ordinance for sound levels which equal or exceed the sound levels set forth in Section 8 of this Ordinance, and upon confirming violations of this Ordinance, have the authority to issue citations or summons, or both, for same.

B. Cooperate and assist any law enforcement officer in Panama City Beach in measuring sound to determine if same is in violation of this Ordinance or any other ordinance having provisions requiring the measurement of sound with Sound Level Meters.

SECTION 7. CLASSIFICATION OF USE OCCUPANCIES.

For purposes this ordinance, "use occupancy" shall mean the primary use of the property of the Affected Person. In the cases of Multi-use Property, the Affected Person's primary use of the property shall determine the classification. Any property or use not otherwise classified shall conform to Receptor and source standards for Commercial Property.

SECTION 8. PROHIBITIONS.

It shall be unlawful, except as expressly permitted herein, to make, cause, or allow the making of any Noise, sound, or vibration which exceeds the limits set forth in this Ordinance.

A. **Maximum permissible sound levels by receptor use occupancy measured under the A Scale.**

No person shall operate or cause to be operated any source of sound from any use occupancy in such a manner as to create a sound level which exceeds the limits set forth in the Receptor's use occupancy category in Table I, when measured as per the requirements of Section 9 below.

These limits may not be exceeded by incidents representing the normal, usual operation of the sound source, during any three sampling intervals, the duration of which shall be no less than one half minute, within any one hour period. If the total duration of the sound under investigation is less than one and one half minute, the requirement for three measurements shall be waived. For example, if a motor fan belt was to squeal for twenty seconds upon starting, but the sound was emitted with regularity from this source, a single measurement shall be sufficient. If a sound source terminates operation in response to the presence of a Noise Control Officer, a single measurement shall be sufficient.

TABLE I
MAXIMUM PERMISSIBLE CORRECTED SOUND LEVEL LIMITS
BY RECEPTOR USE OCCUPANCY
dB(A)

Residential 7:00 a.m – 12:00 p.m. Noise Sensitive 24 hours	Residential 12:00 p.m. – 7:00 a.m.	Commercial or Public Service Facility 24 hours	Industrial 24 hours
OUTDOORS			
60	50	65	75
INDOORS			
45	35	50	65

Indoor measurements shall only be taken if the sound source is on or within the same property occupied by the Affected Person, as in the case of a Multi-dwelling Unit Building or a Multi-use Property (e.g., sound generated within a commercial unit of a multi-use property building and received within a residential unit of the same building or if the Real Property Line between the Receptor and the source property is a common wall, floor or ceiling.

If the residential or Noise Sensitive Receptor is within the Tourist District, or within 200 feet of the Tourist District, the permissible sound level limit between the hours of 7:00 a.m. – 12:00 p.m. are increased by 5 dB(A).

B. **Impulsive Sound:**

Between 7:00 a.m. and 12:00 p.m., Impulsive Sounds which occur less than ten times in an hour shall not equal or exceed 20 Decibels above the permissible sound level limits in Table I. Impulsive Sound which repeats ten or more times in any hour shall not exceed the permissible sound level limits in Table I.

Between the hours of 12:00 p.m. and 7:00 a.m., Impulsive Sounds which occur less than four times in an hour shall not equal or exceed 20 Decibels above the permissible sound level limits in Table I. Impulsive sound which repeats four or more times in any hour shall not exceed the permissible sound level limits in Table I.

C. **Additional limit for Sound Production Devices measured under the C Scale:**

In addition, no person shall operate or cause to be operated any Sound Production Device from any property in such a manner as to raise the Total Sound Level above the Ambient Sound Level by the permissible sound level limits set forth in Table II when measured in accordance with the applicable provisions of Section 9 (sub-sections A, B, C, F and I), at the Real Property Line of the source or 10 feet from the structure from which the sound is emitted, whichever distance is greater from the source of sound.

These limits may not be exceeded during any three sampling intervals, the duration of which shall be no less than one half minute, within any one hour period. If the total duration of the sound under investigation is less than one and one half minute, the requirement for three measurements shall be waived.

TABLE II
SOUND PRODUCTION DEVICES
MAXIMUM PERMISSIBLE SOUND LEVEL LIMITS

dB(C) INCREASE IN TOTAL SOUND LEVEL ABOVE AMBIENT SOUND LEVEL

Sources in Tourist District[1]	
Week nights 12:00 a.m. - 7:00 a.m. Weekend nights 12:00 a.m - 9:00 a.m.	All other times

6 dB(C)	12 dB(C)
Residential Receptors in All Other Locations[2]	
Week nights 10:00 p.m. - 7:00 a.m. Weekend nights 12:00 a.m - 9:00 a.m.	All other times
3 dB(C)	6 dB(C)

1 - Measured at the Real Property Line of the source or 10 feet from the structure from which the sound is emitted, whichever distance is greater from the source of sound.
2- Measured at or within the Real Property Line of the Affected Person.

D. **Steady Pure Tones:**

If the sound source under investigation is a mechanical device, and is, in the opinion of the investigating officer, emitting a sound with a steady tonal quality, the permissible sound level limits in Table I shall be reduced by 5 dB(A). The sound emissions must be comprised of a single Frequency or a narrow cluster of Frequencies, which may be referred to as a whine, hum or buzz. The measured sound levels of such a source must not fluctuate by more than plus or minus 3 dB(A). Such sound sources include, but are not limited to: heating, ventilating or air-conditioning units; refrigeration units; and transformers. This provision shall not apply to residential HVAC equipment.

E. **Residential HVAC Equipment**

Residential HVAC equipment shall not exceed 60 dB(A) between the hours of 7:00 AM and 12:00 PM on the property of an affected residence when measured in an outdoor area that is regularly used by the Affected Person. An example of these areas may include: a patio or deck, a picnic area, poolside areas, etc.

Residential HVAC equipment shall not exceed 40 dB(A) between the hours of 12:00 PM and 7:00 AM when measured within the sleeping quarters of the Affected Person.

SECTION 9. MEASUREMENT OF SOUND AND COMPLIANCE DETERMINATION.

A. The Sound Level Meter and calibrator shall be re-certified annually at a laboratory approved by the Noise Control Administrator. A field check of meter calibration and batteries shall be conducted before and after every set of measurements, and at least every hour as necessary. The Sound Level Meter shall be adjusted to the output of the calibrator, as specified by the manufacturer. If the Sound Level Meter cannot be adjusted to the output of the calibrator, then the meter shall be taken out of use until repaired. If the Sound Level Meter drifts by more than 0.5 dB between calibrations, all measurements

taken since the last valid calibration shall be voided.

B. Wind speed measurements shall be taken at the sound measurement location, and sound level measurements shall not be conducted when the wind speed exceeds the specifications set forth by the Sound Level Meter manufacturer. Measurements may be taken in a location where the microphone is shielded from excessive wind speeds. No outdoor measurements shall be conducted without a windscreen affixed to the sound meter microphone.

C. The Noise Control Officer shall positively identify the source of sound by conducting a survey of the immediate vicinity so as to establish the approximate location and character of the main source, and to select suitable locations for the measurement of the Total Sound Level and the Ambient Sound Level.

D. Total Sound Level measurements shall be conducted at or within the Real Property Lines of the Affected Person, unless otherwise provided in this Ordinance. The location of outdoor measurements, at the discretion of the Noise Control Officer, must represent a location on that property which would see regular use by the complainant during the day, or be within 25 feet of the residential structure at night. The Sound Level Meter reading range (minimum to maximum) shall be noted during the period of observation, excluding Extraneous Sounds. The reported Total Sound Levels shall represent the normal and usual operations of the source under investigation for the time periods under observation.

E. When conducting indoor sound level measurements, the measurements shall be taken at least three feet from any wall, floor or ceiling and all exterior doors and windows may be closed, at the discretion of the Noise Control Officer. The configuration of the windows and doors shall be the same when measuring Total and Ambient Sound Levels, and all sound sources within the dwelling unit must be shut off (e.g., television, stereo). Measurements shall not be taken in areas which receive only casual use such as hallways, closets and bathrooms.

F. Ambient Sound Level measurements shall be conducted in such a manner as to quantify the contribution of the background sound sources to the location at which the Total Sound Measurements were conducted. If sound from the source under investigation can reasonably be discontinued, these measurements shall be conducted at the same location at which the Total Sound Level measurements were conducted, while the source under investigation is not operating. If sound from the source under investigation cannot reasonably be discontinued then alternative measurements may be taken by one of the following methods: walking away from the sound source until the sound level drops sufficiently to calculate a Corrected Source Sound Level (below), or; behind a barrier which blocks the sound from the source under investigation, but not the sound of the ambient sound sources, or; in a similar neighborhood with a similar distribution of

structures and traffic. The choice of an alternate location or time for these measurements must take into consideration the primary source(s) of ambient sound, and remain equidistant to those sources at the new measurement location when compared to the distance between these sources and the location at which the Total Sound Level measurements were conducted on the property of the Affected Person. The Sound Level Meter reading range (minimum to maximum) shall be noted during the periods of observation, excluding Extraneous Sounds.

G. The Corrected Source Sound Level shall be calculated by subtracting the Ambient Sound Level from the Total Sound Level, as per Table III, below. This provision shall not apply to the measurement of Sound Production Devices (see I, below) under the C Scale.

TABLE III
CORRECTION FOR
AMBIENT SOUND LEVELS
dB(A)

Difference between Total Sound Level and Ambient Sound Level (TSL – ASL) in dB(A)	**Correction Factor to be Subtracted from Total Sound Level to Calculate Corrected Source Sound Level**
0-2	Source Level < Ambient Sound Level
3	3
4,5	2
6-9	1
10 or more	0

Procedure for Using Table III
Step 1: Subtract the maximum measured Ambient Sound Level from the maximum measured Total Sound Level.
Step 2: Refer to Table III to determine the correction factor for the difference calculated in Step 1.
Step 3: Subtract the correction factor from the maximum measured Total Sound Level. The resultant number is the Corrected Source Sound Level.

H. Compliance determination shall be based upon the Corrected Source Sound Level.
1. No violation shall be based upon any exceedance that is the result of numerical rounding.
2. Allowances shall be made for the accuracy of the meter, as per manufacturer's specifications.
3. A violation shall only be confirmed if the Corrected Source Sound Level exceeds both the permissible sound level limits (Table I) and the measured Ambient Sound Levels.

I. Compliance determination of Sound Production Devices under the C Scale shall be based on the difference between the Total Sound Level and the Ambient Sound Level, compared to the permissible limits in Table II. Calculating the Corrected Source Sound Level per Table III is not necessary.

SECTION 10. EXEMPTIONS.

A. Construction operations between 7:00 a.m. and 10 p.m. on Monday through Friday and between 8:00 a.m. and 7:00 p.m. on Saturday for which building permits have been issued, or Construction operations not requiring permits due to ownership of the project by an agency of government; providing all equipment is operated in accordance with its manufacturers' specifications and uses as standard equipment, its manufacturers' Mufflers and noise-reducing equipment and in proper operating condition.

B. Emergency Energy Release Devices, or facility-wide warning devices.

C. Back-up alarms so long as they are self-adjusting to Ambient Sound Levels.

D. Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.

E. Noises resulting from Emergency Work.

F. Any other Noise resulting from activities of a temporary duration permitted by law and for which a variance therefore has been granted by the City in accordance with Section 12. Regulation of Noises emanating from operations under permit shall be according to the conditions and limits stated on the permit and contained in Section 12.

G. Noises made by persons having obtained a permit to use the public streets for open-air short term events, such as fairs, festivals, concerts, etc., or a "Special Event" as defined by the City Code.

H. All Noises coming from the normal operations of aircraft (not including scale model aircraft).

I. Motor Vehicles defined in Florida Statutes, Section 316.003 (2000). This exemption shall only extend to the locomotion of the vehicle, not any Sound Production Devices on or in the vehicle.

J. Vessels operated on the waters of the Panama City Beach muffled pursuant to Section 327.65, Florida Statutes, (2009).

K. Unamplified Sound Production Devices while being used in conjunction with on-going religious services.

L. Non-amplified crowd Noises.

M. Agricultural activities, when all internal combustion engines are equipped with a properly functioning Muffler.

N. Impulse sound resulting from the controlled detonation of explosives at quarries and Construction sites.

O. Sanitation vehicles on a public right of way.

P. Road construction or maintenance projects.

Q. Normal operation of a handgun, rifle, shotgun, skeet shooting or trapshooting range which was sited and in operation prior to the enactment date of this ordinance.

SECTION 11: RESTRICTED USES AND ACTIVITIES

Notwithstanding the provisions of Table I and the exceptions above, the following standards shall apply to the activities or sources of sound set forth below:

A. Excluding Emergency Work, power tools, home maintenance tools, landscaping or yard maintenance equipment used by a residential property owner or tenant shall not be operated between the hours of sunset and 8:00 a.m., unless such activities can meet the applicable limits set forth in Tables I. At all other times the limits set forth in Tables I do not apply to non-commercial or non-industrial power tools used for landscaping maintenance. All motorized equipment used in these activities shall be operated with a Muffler or sound reduction device, or both.

B. Excluding Emergency Work, power tools, landscaping or yard maintenance equipment used by commercial operators shall not be operated on a residential, commercial, Industrial or public (e.g. golf course) property between the hours of 6:00 p.m. and 8:00 a.m. on weekdays, or between the hours of 6:00 p.m. and 9:00 a.m. on weekends or federal holidays, unless such activities can meet the limits set forth in Tables I. At all other times the limits set forth in Tables I do not apply to maintenance on a residential property by commercial operators. All motorized equipment used in these activities shall be operated with a Muffler and/or sound reduction device.

C. All interior and exterior burglar alarms of a building or Motor Vehicle must be activated in such a manner that the burglar alarm terminates its operation within five (5) minutes for Continuous Sound and fifteen (15) minutes for intermittent sound after it has been activated. For alarms operating beyond the durations set forth herein, the limits set forth in Tables I or II shall apply.

D. Self-contained, portable, hand-held Sound Production Devices, including but not limited to devices such as Boom Boxes, radios, stereos, or any similar device shall not be operated on a public space or public right-of-way in such a manner as to be Plainly Audible at a distance of 50 feet in any direction from the operator between the hours of 7:00 a.m. and 10:00 p.m. Between the hours of 10:00 p.m. and 7:00 a.m., sound from such equipment shall not be Plainly Audible by any person other than the operator.

E. Personal or commercial vehicular Sound Production Devices, including but not limited to vehicles referred to as "broadcast vehicles" or Boom Cars, shall not be operated in such a manner as to be Plainly Audible at a distance of 50 feet in any direction from the equipment between the hours of 7:00 a.m. and 10:00 p.m. Between the hours of 10:00 p.m. and 7:00 a.m. such equipment shall not be operated in such a manner that it is Plainly Audible at a distance of 25 feet in any direction.

F. Nuisance animal enforcement shall be conducted pursuant to Chapter 5 of the City Code of Ordinances.

SECTION 12. VARIANCES.

A Any person who owns or operates a sound source, or intends or desires to operate or maintain a sound source, for one of the following purposes may apply for a variance from the City Council:

1. private or public celebrations;
2. nighttime Construction projects; or
3. homeowner Construction projects.

B. Applications for a permit of variance shall supply information including, but not limited to:

1. The nature and location of the Noise source for which such application is made;
2. The reason for which the permit of variance is requested, including the hardship, if any, that will result to the applicant or the public if the permit of variance is not granted;
3. The nature and intensity of Noise that will occur during the period of the variance;
4. A description of interim Noise control measures to be taken by the applicant to

minimize Noise and the impacts occurring therefrom; and

5. The name, address and means of contacting a responsible party during the hours of operation for which the permit of variance is issued.

C. The City Council may charge the applicant a fee established by Resolution of the City Council to cover expenses resulting from the processing of the permit of variance application.

D. In making the determination on granting a variance, the City Council shall consider:

1. The character and degree of injury to, or interference with, the health and welfare of the reasonable use of adjacent property which is caused or threatened to be caused by the sound to result from the permit of variance;
2. The social and economic value of the activity for which the variance is sought; and
3. The ability of the applicant to apply best practical Noise control measures.

E. The permit of variance shall enumerate the conditions of the variance, including but not limited to:

1. Specific location, dates and times for which the variance is valid;
2. Sound level limits which shall not be exceeded at the nearest affected residential or Noise Sensitive property;
3. The use Noise control measures to minimize Noise impacts on adjacent property.

F. A variance may be revoked by the Noise Control Administrator and the issuance of future variances withheld, if there is:

1. Violation of one or more conditions of the variance;
2. Material misrepresentation of fact in the variance application; or,
3. Material change in any of the circumstances relied upon by the Noise Control Administrator in granting the variance.

SECTION 13. ENFORCEMENT.

A. This section governs the initiation of enforcement actions, the issuance of citations or summons for violations of this Ordinance, and the imposition of penalties for violations of this Ordinance.

B. If a person violates any provision of this Ordinance, or an order issued pursuant thereto, the enforcement agency may issue a citation or summons, institute an action in a court of competent jurisdiction for injunctive relief, or any or all of them, to prohibit and prevent such violation or violations, in which event the matter shall proceed as a summary matter in a court of competent jurisdiction.

C. Any person violating any provision of this ordinance may be punished as follows:

1. First Offense: By a fine of one hundred dollars ($100.00).

2. Second Offense: By a fine of two hundred and fifty dollars ($250.00).

3. Third offense or two or more violations occurring within any six months period: Misdemeanor of the second degree punishable by a fine of no more than $500.00 or a sentence of not more than sixty (60) days in jail, or both.

4. Any Motor Vehicle found to be in violation of Section 11(F) of this Ordinance may be subject to towing and impoundment. If the vehicle is redeemed from the auto pound within 24 hours, the redemption fee shall be seventy five dollars ($75), which is not inclusive of the fine.

5. Each day that a nuisance Noise exists shall constitute a separate violation of this ordinance.

D. The enforcement agency shall classify a violation as a "major" or "minor" violation for the purposes of issuing an enforcement document and compliance grace period. If compliance is achieved during the grace period, then no fine shall be levied. A violation shall be classified as a major violation if it is not deemed a minor violation. A violation, regardless of how intense, is deemed to be minor if:

1. The violation is not the result of willful, reckless or grossly negligent conduct of the violator; and

2. The activity or condition constituting the violation has not been the subject of an enforcement action against the violator in the immediately preceding 12 months; and

3. The violation is not the result of the operation of a Sound Production Device of any kind, with the exception of safety warning devices.

E. If the violation is deemed to be minor, the enforcement agency shall notify the violator that the activity or condition must be corrected and compliance achieved within 30 days or less, at the discretion of the enforcement agency, or any other reasonable period of time, not to exceed 180 days, to be determined based upon the nature, extent and impact of the violation and a reasonable estimate of the time needed to correct the violation. The violator may request, from the enforcement agency, an extension of the compliance deadline and the enforcement agency may approve any reasonable request for an

extension in the violator can demonstrate that a good faith effort has been made to achieve compliance. The Noise Control Administrator shall offer special consideration, during the six month period immediately following final enactment of this ordinance, for pre-existing sound sources which will require physical plant modifications to come into compliance.

F. If the violation is deemed to be minor, the enforcement agency shall notify the violator that if s/he achieves compliance within the period of time specified in the enforcement document, the enforcement agency shall not seek to collect a civil penalty from the violator for that violation.

G. If, during the grace period, the sound emissions for which the violation has been assessed increase in duration or intensity, the Noise Control Administrator may revoke the grace period. In determining whether to revoke the grace period, the Noise Control Administrator may consider the following factors including but not limited to: the relative increase in intensity; whether the change of sound emissions is directly related to ongoing sound abatement measures, and; the anticipated duration of the increased sound levels.

H. If the violator does not correct a minor violation within the period of time specified in the enforcement document, the violation is reclassified as major, and the enforcement agency may seek injunctive relief and/or a penalty for a violation of this ordinance. If the enforcement agency has reason to believe that the violator is not acting in good faith during the grace period, they may conduct further investigations during that period, and if the violator has not achieved compliance within the period of time specified in the enforcement document, the enforcement agency may prosecute any violations documented during the grace period.

I. If the violation is not deemed to be minor, it shall be classified as a major violation and the enforcement agency shall notify the violator that s/he will not be allowed a period of time to correct the violation before a penalty is sought, and that s/he may be liable to a civil penalties and imprisonment for that violation, and that the enforcement agency may seek summary injunctive relief.

J. Any claims for a civil penalty may be compromised and settled based upon the following factors:

1. Mitigating or other extenuating circumstances;
2. The timely implementation by the violator of measures which lead to compliance;
3. The conduct of the violator; and
4. The compliance history of the violator.

K. The owner of the property, or any person lawfully entitled to possess the property or manage a business premises from which the offending sound is emitted at the time the

offending sound is emitted shall be jointly and severally liable for compliance with this ordinance even if not present upon or in the property and each shall be punished for its violation as shall the person or persons actually causing such sound. It shall not be a lawful defense to assert that some other person caused the sound. The lawful possessor, manager or operator in or on the property shall be responsible for operating or maintaining the property in compliance with this ordinance, and arrest and penalties shall be applied to such person or persons as well as to the person or persons actually causing the sound.

L. Any owner, lessee, agent, supervisor, or other person in charge of operating, ordering, directing or allowing the operation or maintenance of any device or machine creating a nuisance Noise as prohibited in this ordinance, shall be deemed guilty of violating this ordinance.

SECTION 14. SEVERABILITY. Each separate provision of this Ordinance is deemed independent of all other provisions herein so that if any portion or provision of this Ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 15. EFFECTIVE DATE. This Ordinance shall become effective June 24, 2011.

SECTION 16. 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, after its effective date 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.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 27th day of January, 2011.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this 27th day of January, 2011 ~~2010~~.

MAYOR

POSTED AT:

Panama City Beach City Hall Dated: February 1, 2011

Panama City Beach Public Lib Dated: February 1, 2011

W Panama City Beach Post Ofc Dated: February 1, 2011

Column

AFFIDAVIT OF PUBLICATION

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

Before the undersigned authority personally appeared Nichole Seitz, 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 Display Ad (document upload) Notice in the matter of Notice Ord 1642 Second Reading, was published on the publicly accessible website of FL, hosted by Column Software, PBC on
May. 13, 2024

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: VVhP5ErL2EyzupUs5KlQ
Publication Fee: $0.00

Nichole Seitz

(Signed)_____
as authorized signatory of Column Software, PBC

DESTINY KESHAN JACKSON
Notary Public - State of Florida
Commission # HH47176
Expires on September 28, 2024

VERIFICATION

State of Florida
County of Duval

Subscribed in my presence and sworn to before me on this: 05/14/2024

Destiny K. Jackson

Notary Public
Notarized remotely online using communication technology via Proof.

Published in Bay County
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following 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 regular meeting to be conducted at **9 A.M on THURSDAY, MAY 23, 2024** , 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. 1642
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 16 OF THE CITY'S CODE OF ORDINANCES RELATED TO NOISE TO CORRECT A SCRIVINER'S ERROR; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

This meeting will be held at City Hall. The live meeting will be live-streamed on www.pcbfl.gov . All persons wishing to be heard on the adoption of this 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 or by phone at 850-233-5100 at least (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 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: Erica McKenzie, Legal	***2. MEETING DATE:*** May 23, 2024

3. REQUESTED MOTION/ACTION:

Consider and approve Ordinance No. 1643 at second reading.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Financial Health

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

Ordinance 1643 makes changes to Chapter 2 of the City's Code of Ordinances necessitated by the approval of the Master Services Agreements with Off Duty Management, Inc. at the May 9, 2024, City Council meeting. The Ordinance first removes a provision prohibiting off duty personnel from working on special events, and next adds a requirement that off duty employers reimburse the City for equipment and vehicle expenses related to off duty employment.

Ord1643.Off Duty Employment. second reading.pdf
Ord 1643.Off Duty Employment Ord.Business Impact Statement.pdf
Affidavit Ord 1643.pdf

ORDINANCE NO. 1643

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES RELATED TO OFF DUTY EMPLOYMENT; REPEALING THE PROHIBITION ON POLICE AND FIRE EMPLOYEES ENGAGING IN OFF DUTY EMPLOYMENT ON SPECIAL EVENTS; REQUIRING OFF DUTY EMPLOYERS TO REIMBURSE THE CITY FOR EQUIPMENT AND VEHICLE EXPENSES USED FOR LAW ENFORCEMENT OFF-DUTY EMPLOYMENT; REPEALING ALL ORDINANCES OR PARTS OF 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, FLORIDA, AS FOLLOWS:

SECTION 1. From and after the effective date of this Ordinance, Chapter 2, Article III, Division 2, Sections 2-54 of the City's Code of Ordinances are hereby amended to read as follows (new text **bold and underlined,** deleted text ~~struck through~~**)**:

Sec. 2-54. – General Provisions

(a) Since Panama City Beach does not provide workers' compensation coverage for off-duty employment, employees are encouraged to sufficiently protect themselves by ensuring that workers' compensation is provided by the off-duty employer. This is the responsibility of the employee.

(b) Hours worked will not be in conflict with regular duty nor inhibit an employee's ability to perform satisfactorily during normal duty hours.

(c) The type of work that is to be performed shall not be demeaning to an employee or the City of Panama City Beach.

(d) Employment while off-duty shall not be in conflict with any Department regulations, Civil Service codes, state statutes nor ordinances or regulations of the City of Panama City Beach.

(e) Employees approved to perform off-duty work must only perform those duties approved on the Off-Duty Employment Authorization Request form. Employees who engage in unapproved off-duty employment will be subject to revocation of off-duty employment authorization and disciplinary action.

(f) No employee shall be permitted to engage in any off-duty employment which might reasonably be expected to require the employee to disclose or make use of confidential information acquired by reason of the employee's position with the City.

(g) No employee shall accept off-duty employment which might impair the employee's independence or judgment in the performance of the employee's public duties.

(h) The primary duty, obligation and responsibility of each employee is to the city at all times.

(i) All City employees are subject to call at any time for emergencies or overtime duty and no off-duty employment shall infringe on these primary obligations to the City.

(j) ~~The City Police Department and Fire Department employees may not engage in off duty employment for the provision of law enforcement, security, traffic control, emergency medical technician services, fire protection, crowd management, or provide any other services necessary for the implementation of a special event within the corporate limits of the City of Panama City Beach~~.

SECTION 2. From and after the effective date of this Ordinance, Chapter 2, Article III, Division 2, Sections 2-56 of the City's Code of Ordinances are hereby amended to read as follows (new text **bold and underlined,** deleted text ~~struck through~~**)**:

Sec. 2-56. Law Enforcement Officers.

In addition to the provisions contained elsewhere herein, law enforcement officers, including command officers and the Chief of Police, shall be subject to the following provisions:

(a) Security Related Off-Duty Employment - Attire and Equipment.

All law enforcement officers who work as security guards for the purpose of identifying, contacting or apprehending violators, shall be allowed to (i) work in standard on-duty attire, including the basic police uniform, and carry the approved Department-issued equipment in the performance of off-duty security related jobs, and (ii) use the officer's assigned police vehicle for transportation. ~~to and from, but not to perform, such off-duty jobs~~. **The off-duty employer shall reimburse the City for equipment and vehicle expenses related to the off-duty employment.**

...

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 in special session of the City Council of the City of Panama City Beach, Florida, this ____day of _____, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES RELATED TO OFF DUTY EMPLOYMENT; REPEALING THE PROHIBITION ON POLICE AND FIRE EMPLOYEES ENGAGING IN OFF DUTY EMPLOYMENT ON SPECIAL EVENTS; REQUIRING OFF DUTY EMPLOYERS TO REIMBURSE THE CITY FOR EQUIPMENT AND VEHICLE EXPENSES USED FOR LAW ENFORCEMENT OFF-DUTY EMPLOYMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

[1] See Section 166.041(4)(c), Florida Statutes.

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance improves the health and safety of the City by allowing City Fire and Law Enforcement to work off-duty on special events. The ordinance also improves the fiscal health of the City by requiring off-duty employers to reimburse the City when a law enforcement officer uses City equipment and/or vehicles for off-duty employment.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;

There are no required compliance costs for this ordinance. Businesses would not be required to utilize City law enforcement employees for off-duty employment. However, if businesses do hire City law enforcement employees for off-duty work, they must reimburse the City for equipment/vehicle use.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

See response to 2(a) above.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no new regulatory costs for the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Unknown

4. Additional information the governing body deems useful (if any):

Column

AFFIDAVIT OF PUBLICATION

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

Before the undersigned authority personally appeared Nichole Seitz, 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 Display Ad (document upload) Notice in the matter of Notice Ord 1643 Second Reading, was published on the publicly accessible website of FL, hosted by Column Software, PBC on
May. 13, 2024

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: py4a14bNfsZ20OzBSWVZ
Publication Fee: $0.00

Nichole Seitz

(Signed)_____
as authorized signatory of Column Software, PBC

DESTINY KESHAN JACKSON
Notary Public - State of Florida
Commission # HH47176
Expires on September 28, 2024

VERIFICATION

State of Florida
County of Duval

Subscribed in my presence and sworn to before me on this: 05/14/2024

Destinyk. Jackson

Notary Public
Notarized remotely online using communication technology via Proof.

Published in Bay County
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following 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 regular meeting to be conducted at **9 A.M on THURSDAY, MAY 23, 2024** , 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. 1643
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES RELATED TO OFF DUTY EMPLOYMENT; REPEALING THE PROHIBITION ON POLICE AND FIRE EMPLOYEES ENGAGING IN OFF DUTY EMPLOYMENT ON SPECIAL EVENTS; REQUIRING OFF DUTY EMPLOYERS TO REIMBURSE THE CITY FOR EQUIPMENT AND VEHICLE EXPENSES USED FOR LAW ENFORCEMENT OFFDUTY EMPLOYMENT; 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 . All persons wishing to be heard on the adoption of this 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 or by phone at 850-233-5100 at least (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 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:	***2. MEETING DATE:***
Erica McKenzie, Legal	May 23, 2024

3. REQUESTED MOTION/ACTION:

Consider and approve Ordinance No. 1644 at second reading.

4. AGENDA:

REGULAR AGENDA AND 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?

Prior to 2023, the City required that all beach commerce be conducted from within a booth located on the sandy gulf beach. In 2023, the City Council allowed the provision of limited beach chair and umbrella services to begin under strict guidelines.

Since the implementation of that ordinance, City staff has listened to feedback from beach vendors regarding requested improvements to the current system. Ordinance No. 1644 implements changes to ease the requirements for upland owner permission. However, this reduction of regulation is safeguarded by the requirement that delivery chairs be labeled with the vendor's information and by strict penalties for fraudulently obtaining a permit.

Staff recommends approval.

Ord1644. Amending Code.Beach Chair Delivery Services.2nd Reading.pdf
Ord 1644.Beach Chair Delivery Ord.Business Impact Statement.pdf
Affidavit Ord 1644.pdf

ORDINANCE NO. 1644

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 7 RELATED TO BEACH COMMERCE; CLARIFYING THE REQUIREMENTS OF DELIVERY BEACH CHAIR SERVICE; PROVIDING FOR PENALTIES FOR FRAUDULENTLY OBTAINING A PERMIT REQUIRED BY THE CITY'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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, Section 7-82 of the City's Code of Ordinances related to beach commerce is hereby amended as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 7-82. Same-exception for booths and stalls; limited delivery service.

(a} The prohibition contained in section 7-80 shall not apply to persons soliciting or canvassing from within a Booth or Stall, for the sale or rental of any merchandise, services, goods, or property of any kind or character to be delivered or performed off such sand beach areas.

(b) The purpose of requiring a booth or stall is to reasonably permit commercial speech relating to goods and services not directly serving a public need in the sand beach area, without unreasonably interfering with the flow, recreation, enjoyment and privacy of persons otherwise upon the sand beach areas.

(c) A permitted Beach Service may offer and deliver services without a booth or stall at any location which meets the following criteria:

(1) The upland property is a single-family home;

(2) The upland property is a multi-family development consisting of no greater than fifteen (15) dwelling units which is controlled by a single entity or an owner's association of which all unit owners are members; or

(3) The upland property is undeveloped but is otherwise owned, leased, or controlled by a single entity or association.

(d) In addition to compliance with the otherwise applicable provisions of this chapter, a delivery Beach Service shall be subject to the following requirements:

(1) No more than one Beach Service may offer delivery services at any one location which shall be evidenced by the upland owner's permission **which may be evidenced by electronic communication from the upland owner.**

(2) Any Beach Service offering delivery Beach Commerce shall hold a valid permit for each location issued by the City Police Department in accordance with Article III of this Chapter; and

(3) No person may solicit, offer or deliver services or goods other than rental chairs and umbrellas; and

(4) Any goods delivered by a Beach Service must be removed from the location at or before sunset of each day; and

(5) A Beach Service may not be granted any additional permit to drive on the beach by virtue of offering a delivery Beach Service.

(6) Any delivery beach chair or umbrella placed on the sandy gulf beach must be marked in clearly legible print not less than 2-inches in size with the name, permit number, and telephone number of the responsible Beach Service.

SECTION 2. From and after the effective date of this ordinance, Section 7-506 of the City's Code of Ordinances related to revoceation of beach permits is hereby amended as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 7-506. Revocation or suspension of permits and certificates of compliance.

(a) In addition to any other civil or criminal penalties authorized by City ordinance or state law, the provisions of this chapter shall be enforced pursuant to this Chapter through an order to show cause issued by the Hearing Officer to revoke or suspend a permit or certificate of compliance issued pursuant to this chapter, as provided in this section.

(b) An order to show cause shall be issued by the Hearing Officer to any person, Owner-Operator or Beach Service for which that person was employed, Owner-Operator or Beach Service or any employee, agent or independent contractor or subcontractor of that person, or Owner-Operator or Beach Service upon the voluntarily payment of a civil citations or finding of guilt for a violation of this Chapter under the following schedule:

1. Three (3) Class 1 violations in any calendar year.
2. Five (5) Class 1 or 2 violations in any calendar year.
3. Seven (7) Class 1, 2, or 3 violations in any calendar year.
4. **Upon any single finding of reasonable suspicion by the City Police Department that any person fraudulently obtained a permit required under this Chapter. For the purposes of this section, fraud means an intentional deception, omission, or misrepresentation made by a person with knowledge ~~that~~ *of* the deception, omission, or misrepresentation.**

(c) The Order to Show Cause shall set the date and time at which the action to revoke or suspend any permit or certificate of compliance shall be heard in accordance with section 25-33 of this Code.

(d) After notice and opportunity for hearing held in accordance with the procedures set forth herein and in Chapter 25 upon an order the Hearing Officer shall revoke or suspend the permit or certificate of compliance of the violator based upon the following factors which shall be used to determine the appropriate sanction:

1. Any prior warnings provided by any City employee to the violator(s) for the subject violation(s).
2. Prior citations issued to the violator(s) for the subject violations or other violations of this Chapter.
3. The potential or actual injury caused by the violation including violation of any violation of the rights of the public at large.
4. The existence of aggravating or mitigating factors established by competent and substantial evidence before the Hearing Officer.

(e) Based on a careful consideration of the guidelines set forth in this section, the Hearing Officer shall issue an Order which sets forth the specific sanction, if any, which shall clearly designate the activities, locations, persons, and entities subject to the sanctions provided by the Order. The Hearing Officer may, due to the seasonal nature of the activities regulated herein as well as the annual permit system, enforce any sanction in a subsequent calendar year upon a finding that seasonal factors would allow the violator to evade the sanction's effects.

(f) Any time a Code Enforcement Officer shall have probable cause to believe that any facts exist which ultimately could lead to revocation or suspension of a permit or certificate of compliance, it shall be their duty to investigate and if they find that such facts do exist file with the Hearing Office a complaint specifying the charge. The complaint shall also state whether the complaint is the alleged violator's first, second, third, fourth or fifth offense that calendar year.

(g) An Order of the Hearing Officer suspending or revoking a permit or certificate of compliance may also assess against such violator or the associated Beach Service or Owner-Operator, or both severally, the reasonable investigative and legal costs for the prosecution of the violation which shall bear interest at the rate provided for judgments in the circuit court and may be enforced as provided by law.

(h) Regardless of the term of any such suspension stated in the order, the suspension shall continue until all investigative and legal costs assessed against the violator plus interest is paid in full.

SECTION 2. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby 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 4. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 5. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing.

Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 7. 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 of Ordinances, 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 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

THIS ORDINANCE shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of May, 2024.

CITY OF PANAMA CITY BEACH

_____
By: Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

Published on https://publicnoticesbaycountyfl.gov/ on the 13th day of May, 2024.
Posted on https://www.pcbfl.gov/government/city-council/ordinances on the 14th day of May, 2024.

_____
Lynne Fasone, City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 7 RELATED TO BEACH COMMERCE; CLARIFYING THE REQUIREMENTS OF DELIVERY BEACH CHAIR SERVICE; PROVIDING FOR PENALTIES FOR FRAUDULENTLY OBTAINING A PERMIT REQUIRED BY THE CITY'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance allows beach chair services to obtain a beach commerce permit for limited delivery service based on an email from the upland property owner. It also requires that delivery beach chair services clearly mark each chair or umbrella placed in the sandy gulf beach with the name, telephone number, and permit number of the beach service.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;

There will likely be minimal compliance costs related to printing required information on beach chairs or umbrellas.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

There are no new charges or fees associated.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no new regulatory costs for the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

There are likely less than ten businesses impacted by this Ordinance.

4. Additional information the governing body deems useful (if any):

Column

AFFIDAVIT OF PUBLICATION

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

Before the undersigned authority personally appeared Nichole Seitz, 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 Display Ad (document upload) Notice in the matter of Notice Ord 1644 Second Reading, was published on the publicly accessible website of FL, hosted by Column Software, PBC on
May. 13, 2024

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: lewznCPsMi548z8otSFp
Publication Fee: $0.00

Nichole Seitz

(Signed)_____
as authorized signatory of Column Software, PBC

DESTINY KESHAN JACKSON
Notary Public - State of Florida
Commission # HH47176
Expires on September 28, 2024

VERIFICATION

State of Florida
County of Duval

Subscribed in my presence and sworn to before me on this: 05/14/2024

Destiny K. Jackson

Notary Public
Notarized remotely online using communication technology via Proof.

Published in Bay County
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following 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 regular meeting to be conducted at **9 A.M on THURSDAY, MAY 23, 2024** , 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 1644

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 7 RELATED TO BEACH COMMERCE; CLARIFYING THE REQUIREMENTS OF DELIVERY BEACH CHAIR SERVICE; PROVIDING FOR PENALTIES FOR FRAUDULENTLY OBTAINING A PERMIT REQUIRED BY THE CITY'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

This meeting will be held at City Hall. The live meeting will be live-streamed on www.pcbfl.gov . All persons wishing to be heard on the adoption of this 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 or by phone at 850-233-5100 at least (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 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:	***2. MEETING DATE:***
Mel Leonard, Building & Planning	May 23, 2024

3. REQUESTED MOTION/ACTION:

The City Council is asked to hold a quasi judicial hearing and determine whether to approve, approve with conditions, or deny the application.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Economic Development
N/A

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

The Applicant submitted a Large Conditional Use request (more than 3 acres) to locate a concrete plant in the Commerce Park (Parcel No: 38324-724-000), currently zoned M1. This use is classified as "heavy industry" under the City's Land Development Code (LDC), and as such, is subject to certain criteria set forth in section 5.06.01 of the LDC. These criteria are summarized as follows:

A. The use must be designed, located and operated in a manner protecting public health, safety, and welfare.
B. The use will not adversely affect existing traffic patterns.
C. The use will not impair light and air to adjacent properties.
D. The use will not materially increase congestion on public streets.
E. The use will not impair established values of neighboring properties.
F. The hours of use will not be offensive, and neighbors will be shielded from noise, lights, and other obnoxious elements.
G. Existing or proposed improvements will be adequate for the use.
H. There will be no adverse effect on water, sewage, or drainage to the surrounding area.
I. All setback, building height, lot coverage, off-street parking, and other M1 zoning regulations are met. Specific setbacks, fencing, and buffer requirements are listed in section 5.06.04 of the LDC for heavy industry uses.

The City Council has discretion to impose conditions it determines to be necessary to satisfy these required findings. If the required findings are met, then the request must be approved.

The Applicant held a community meeting prior to the Planning Board meeting as required. The Planning Board recommended approval of the request (7-0) at its meeting on April 10, 2024.

Order- Xpress Materials LLC- Large Conditional Use- Signed 5.13.2024.pdf
Large Conditional Use Application Xpress Materials LLC and Public Meeting Notice.pdf
Staff Report Xpress Materials LLC.pdf
Affidavit Xpress Materials Large Conditional Use. pdf.pdf

PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH

IN RE: REQUEST FOR APPROVAL OF A LARGE CONDITIONAL USE (OPERATE HEAVY INDUSTRIAL USE IN M-1 ZONING) LOCATED ON PARCEL ID 38324-724-000

Submitted by Xpress Materials, LLC – Owner Tony Bonner, Jr.

ORDER

The CITY OF PANAMA CITY BEACH PLANNING BOARD having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on April 10, 2024, hereby sets forth the following Procedural History, Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. On March 1, 2024, the Applicant submitted a complete application (attached hereto as Exhibit "A") for a Large Conditional Use on Parcel 38324-724-000 in the M-1 zoning district. The proposed site is approximately 8.12 acres.

2. The proposed development will consist of the operation of a concrete mix and material plant.

3. A neighborhood meeting was advertised and conducted on March 14, 2024. The applicant supplied evidence there were no attendees at the meeting.

4. Planning Department Staff timely prepared and delivered a written report setting forth Staff's analysis of the request.

5. On April 10, 2024, the Planning Board held a properly advertised Quasi-Judicial hearing on the request.

6. The Planning Board received testimony from the Applicant regarding the proposed development.

7. There were no public comments regarding the proposed development.

FINDINGS OF FACT

8. Based on the testimony of the City Planner, notice of the hearing was properly given and all procedural requirements met for the Planning Board to conduct the hearing.

9. The Applicant presented competent, substantial evidence regarding the proposed development, which included the operation of the concrete mix and material plant, hours of operation and the buffering and landscape to be provided on site. Based upon the evidence presented, the proposed use consistent with Exhibit A will be consistent with the Land Development Code.

CONCLUSIONS OF LAW

10. The Planning Board recommended approval of the request 7 to 0.

11. Pursuant to Sections 10.04.03, 8.03.03(D) and 5.06.04 of the Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial hearing on this matter and make a recommendation to the City Council on whether the request should be granted.

THEREFORE, IT IS ORDERED AND ADJUDGED that the Large Conditional Use proposed in the Planning Application dated March 14, 2024, is and shall be hereby **RECOMMENDED FOR APPROVAL.**

DONE this 13TH day of May, 2024.

By: _____, Chairman
Josh Wakstein, Planning Board Chairman

ATTEST:
_____
Andrea M. Chester, Principal Planner

CITY OF PANAMA CITY BEACH

Building and Planning Department
116 S. Arnold Road, Panama City Beach, FL 32413
850-233-5100 ext. 2429 **Fax: 850-233-5049**
Email: planningdivision@pcbfl.gov

CONDITIONAL USE APPLICATION

Application Submittal Requirements: LDC Section 10.02.01

Property Owner(s) Name: Xpress Materials LLC

Property Address: BEACH PARK TRAIL

City: PANAMA CITY BEACH State: FL Parcel ID: 38324-724-000

Email: tony.bonner@totalearthservices.us Telephone: (352) 415-4222 Cell: (352) 415-4222

Property Owner(s) Signature: Tony Bonner

Name of Acting Agent: Tony Bonner/James Dombrowski

Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner regarding the application and associated procedures. Attached to the application.

Application Submittal Requirements: LDC Section 10.02.02

Plan or Plat Preparer Name: Heidt Design, LLC - James Dombrowski

Address: 2211 S. Highway 77, Suite 206

City: Lynn Haven State: FL Parcel ID:

Email: jimd@heidtdesign.com Telephone: 850-387-1510 Cell: (407) 619-4179

- ☒ Date of Preparation: 2/28/2024
- ☐ Date(s) of any modifications:
- ☒ Legal Description: (Consistent with the Required Survey) -please attach to application
- ☒ Survey (Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site.
- ☒ Written documentation the property owner has or will comply with all applicable notice requirements.
- ☒ A vicinity map showing the location of the property and the Future Land Use Map designation for the property.
- ☒ Zoning designation for the property: M1

Additional plans, documents, and reports as deemed necessary by the City Manager. Information required for the specific type of application, as specified in sections 10.02.03 through 10.02.07 as applicable. All site plans and plats shall be drawn to a scale approved by the City Manager.

Payment Fee: $900.00	Date Collected: 3/1/2024

SPECIFIC POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF BAY

KNOW ALL MEN BY THESE PRESENTS:

That I, **TONY BONNER JR**, of Bay County, Florida, hereby appoint, Jim Dombrowski of Bay County, Florida, as Attorney-in-Fact, and do hereby authorize said Attorney-in-Fact, for me and in my name, place and stead to conduct the following specific business:

To speak for me at the meetings of the City of Panama City Beach. He has the power to act in my place for the purpose of getting permits approved with the City. The authority to sign and deliver any documents necessary for this property and purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal.

_____(Seal)

Signed, sealed and delivered
this 4th day of March,
2024, in the presence of

_____
Witness

_____
Notary Public

TAYLOR A.M. TAYLOR
Notary Public-State of Florida
Commission # HH 468558
My Commission Expires
December 05, 2026

REQUEST FOR CONDITIONAL USE

Address of Property Seeking Conditional Use: BEACH PARK TRAIL

Parcel Number from Property Appraiser's Office: 38324-724-000

The procedure for review of application is found in Sections 10.02.02 and 10.02.14 of the LDC.

As part of a Conditional Use Application, the applicant must submit a written explanation of how the proposed use satisfies each of the conditions specified for such use. A copy of the conditions to be satisfied may be supplied by the Building or Planning Department or attached to this application. The Planning Board's decision on the application will be based upon the applicant satisfactorily addressing the specific criteria in sections 5.06.01 thru 5.06.16 of the LDC.

PROCEDURES:

Additional Submittal Requirements for Requests for Conditional Uses LDC Section 10.02.14

A. All information required pursuant to section 10.02.02.

B. An analysis of the proposed request using the general and Use specific criteria of section 5.06.00.

C. Applicants of Conditional Uses involving any Parcel or combination of Parcels encompassing more than three (3) acres of land (a "Large Conditional Use") must provide evidence of its hosting of a Community Meeting regarding the proposed application in accordance with section 10.03.06.

Neighborhood Notice – LDC Section 10.03.02

A. When required by this LDC, the applicant shall provide Neighborhood Notice, by U.S. Postal Service certified mail. Within five (5) days after such mailing, the applicant shall provide sworn proof of mailing to the Building and Planning Department.

B. The applicant shall be responsible, as part of the application process for sending certified letters to surrounding property owners whose names and addresses are known by reference to the most recent ad valorem tax rolls of Bay County, giving notice of the requested action along with the date, time and place of the hearing. The form of the letter shall be approved by the City prior to mailing. Notice letters shall be sent to all owners of surrounding property lying in whole or in part within such distance of the boundary of the subject property as shall be specified in the applicable procedures.

Notice letters shall be sent to the following surrounding owners:

- For Conditional Use request notice shall be sent to all such owners of property living in whole or in part within 300' feet of a boundary of the subject property.

The Conditional Use Application must be submitted to the Building & Planning Department no later than twenty (20) days prior to the Planning Board meeting. The Planning Board will then place the request on the agenda to schedule the public hearing for the following month's Planning Board meeting.

C. The notice letter shall be mailed at least twenty (20) days prior to the hearing and proof of mailing shall be submitted to the City as part of the application. A good faith effort to mail notice to all such owners whose names and addresses are shown on a list generated by the Bay County Property Appraiser's automated mass appraisal system by that system referring to its cadastral (tax) map shall be conclusively deemed in compliance with the requirement to mail notice. Failure of any such owner to receive such notice, even if never mailed, shall not affect the jurisdiction of the board to consider the issue or validity of the board's decision.

D. Failure of such an owner to receive such notice shall not affect the jurisdiction of the decision-making entity to consider the application or the validity of such entity's decision.

Posted Notice – LDC Section 10.03.03

A. When required by the LDC, the Building and Planning Department shall post a sign on the property that is the subject of an application. The sign shall be located in a manner to ensure that it is visible on each portion of the subject property that fronts on a roadway.

B. The sign shall contain a copy of the notice required by section 10.03.02.

C. Failure to maintain or replace a sign properly posted shall not affect the jurisdiction of the decision-making entity to consider the application or the validity of such entity's decision.

D. Posted Notice may be removed after conclusion of the hearing of which notice is given or as specified or if neither or if neither of the forgoing apply, thirty (30) days after it is first posted.

Published Notice – LDC Section 10.03.04

When required by this LDC, the Building and Planning Department shall publish a notice in a standard size or tabloid size newspaper of general paid circulation in the City. The newspaper shall be of general interest and readership, not one of limited subject matter and shall be published at least five (5) days a week.

Limitation on Time to Exercise Conditional Use Approval – LDC Section 5.06.17

Any Conditional Use authorized by the Planning Board shall be deemed Abandoned and void and of no further force and effect if: **a)**not used and acted upon in a real and substantial way by the applicant or the applicant's successor in interest within one (1) year from the date on which the decision of the Planning Board is reduced to a written order or if appealed the date on which the order becomes final, or **b)**the Conditional Use is timely used and acted upon in a real and substantial way but is discontinued by the applicant or applicant's successor(s) in interest for a period of more than 180 days in any 365-day period.

Applicant's Name(s):

Tony Bonner
Print Name of Applicant


Signature

Date: 3/1/2024

Print Name of Applicant

Signature

Date:

CONDITIONAL USES - Generally – LDC Section 5.06.01

Specific Uses are identified in Table 2.03.02 of LDC, as allowable subject to conditional use approval because they have a greater potential detriment than other Uses. Conditional Uses are not of right' these Uses must comply with the standards applicable to the zoning district as well as the standards contained in this section and the specific standards contained in the following sections, as applicable. Because conditional uses may intrude on the right to enjoy adjacent properties, the Planning Board has the discretion to impose conditions it determines to be necessary to satisfy required approval findings. Where there is conflict between a standard applicable to the zoning district and the following conditional use standards, the stricter standard shall be required. A conditional use shall be permitted by the Planning Board provided that the Board finds that, considering any conditions imposed.

A. The proposed use is so designed, located and proposed to be operated so that the public health, safety, and welfare will be protected:

Provide detailed explanation: The proposed concrete mix and material plant will be located in a Heavy Industrial (M-1) zoning district which is appropriate use for the space. Applicant intends to follow any standard regluation of the Land Development Code (LDC) to ensure public health, safety and welfare are protected. The proposed use has similiar features consistant with warehouse facilities and asphalt mix plants.

B. The proposed use will not have an adverse effect on existing traffic patterns:

Provide detailed explanation: No adverse effects on existing traffic patterns. the traffic anticipated is minimal minimal and will be generated by the concrete and delivery truck traffic along with plant employees.

C. The proposed use will not impair an adequate supply of light and air to adjacent properties:

Provide detailed explanation: The project will not impair supply of light and air to adjacent properites. Concrete mix and material plant is approximately 30 ft tall. Concrete mix and material plant will comply with all EPA regulations to ensure the air quality remains within EPA specifications.

D. The proposed use will not materially increase congestion in the public streets in the surrounding area:

Provide detailed explanation: Site has adequate open space, drive aisles and parking to contain employees vehicles and trucks within the site without parking in the street. The provided office and employee parking exceeds the min. requirements of the LDC and are provided for the busiest hours of operation. Further investigation via a Traffic Impact Analysis will be provided with future development order application submittal.

E. The proposed use conforms to all applicable setback, building height, lot coverage, and all other applicable regulations of the zoning district in which the use is to be located:

Provide detailed explanation: Zoning District: M-1, Min Lot Area: 6,000 SF, Min Lot Width: 60 ft, Max Impervious Surface: 70% Setbacks: Front 25', Side: 5' (Adjacent to Residential: 15'), Rear: 5' (Min Rear Setback shall increase six and one half (6.5) feet for each story above third story. Max Building height: 55',

F. Off-street parking and all other General Provisions of the Zoning Ordinance are met:

Provide detailed explanation: No offstreet parking will be provided. All parking to be provided on site.

G. The proposed use will not impair the established values of the property in the surrounding area:

Provide detailed explanation:

Proposed Concrete mix and material plant use will not impair the established property values of the surrounding area. Other uses in the business park are warehouses. The proposed site is on the end of a cul-de-sac, south of a existing 100 ft power line easement. The majority of the surrounding area is wetland and there is no development adjacent to the site. The parcel to the east of the site has an R-1A zoning. The eastern portion of the proposed site is planned to be a maintenance building in the future. At the time to construct, a separate DO will be submitted and buffering will be adhered to per the LDC.

H. The hours of use will not be offensive to adjacent property owners, taking into consideration other surrounding uses:

Provide detailed explanation: Hours of operation to 5:30 AM to 3:30 PM

The surrounding businesses are warehouse/commercial areas with similiar hours of operation. There is no residential communities in the area, but an area adjacent to the site is zoned R-1A. The proposed use adjacent to this residential will be a maintenance building for the plant and will be a future phase. The buffering will be shown and designed at the time of the DO application of that phase.

I. There is adequate shielding to protect adjacent property owners from noise, lights and other obnoxious elements and activities, taking into consideration other surrounding uses:

Provide detailed explanation: The proposed site has adequate buffer area as it is south of an existing 100 ft power line easement and wetlands surround the majority of the site. The easterly side of the cul-de-sac will be providing a maintenance facility for the plant. There is a residential zoning assigned to the property adjacent to the maintenance facility. Buffer requirement will be adhered to when the maintenance facility is submitted for a DO application.

J. The existing or proposed improvements and facilities are adequate for the use intended:

Provide detailed explanation: There are no existing existing improvements on site. The proposed layout and improvements will be an office trailer with associated parking, a concrete mix and material plant with material storage on site and a stormwater pond. The project will connect to the existing utilities.

K. There will be no adverse effect on water, sewage and drainage in the surrounding area:

Provide detailed explanation: Water and sewer will be installed/connected in accordance with Panama City Beach and FDEP design criteria. The onsite stormwater will have a truck washout area. The wash out area and stormwater from the site will be routed via a clarifier. The clarifier will discharge to the stormwater pond. Storm water pond will have an outfall control structure and will adhere to stormwater regulations.

L. The proposed use satisfies any applicable, specific criteria stipulated for such use as described in Sections 5.06.02 through 5.06.16:

Provide detailed explanation: The proposed use satisfies the applicable, specific criteria in the Panama City Beach code and are specified below:

5.06.04 Borrow Pits, Construction and Debris Landfills, Land Clearing Debris Landfills and Heavy Industrial Uses

A. Construction and debris landfills, land clearing debris fill areas, borrow pits and ***Heavy Industrial Uses*** are allowable in the AR, PF and M-1 zoning districts, subject to the standards of these zoning districts and the standards of this section.
The proposed site will adhere to the standards of the zoning district and standards of this section.

B. The ***Front, Side*** and ***Rear Setbacks*** shall be a minimum of one hundred (100) feet from the property line to the excavation site for property abutting property zoned or *used* for commercial, office or industrial purposes.
N/A - The concrete mix and material plant will not have any excavation areas.

C. The ***Front, Side*** and ***Rear Setbacks*** shall be a minimum of two hundred (200) feet from the property line to the excavation site for property abutting property zoned or *used* for ***Residential***, conservation, recreation or public purposes.
N/A - The concrete mix and material plant will not have any excavation areas.

D. Access shall be on an ***Arterial*** or ***Collector Street***.
Access will be provide to an arterial street.

E. The improved area shall be enclosed with a ***Solid Faced*** masonry or wooden wall or fence not less than six (6) feet and not more than eight (8) feet in height. The decorative side of the fence shall face outward.
The north/south/west/east sides will have a solid faced masonry or wooden wall. Wall to be 6-8 ft tall.

F. The number of *shrubs*, small trees and medium or large trees otherwise required in the buffer shall be increased by fifty (50) percent.
The landscape plan will show the increased amount of trees.

G. If a ***Residential*** *use* or zone is located within five hundred (500) feet, then a large or medium tree is required to be planted every twenty (20) feet along the property line(s) nearest the ***Residential*** *use* or zone. The east parcel will be within 500 ft of residential zoning, east boundary will be planted every 20 ft with median or large tree.

H. Prior to approval of a construction and debris landfill, land clearing debris landfill, borrow pit or ***Heavy Industrial Use***, the applicant must provide a sufficient reclamation plan for the site. The reclamation plan after the concrete plant leaves the site will be to restore the site back to a condition of existing or better than existing.

I. The landfill, pit or ***Heavy Industrial Use*** shall be prohibited within one thousand (1,000) feet of a wellfield protection area or environmentally sensitive lands.
No wellfields or environmentally sensitive lands are within 1000 ft of the proposed site.

J. A landfill shall be limited to a maximum height of thirty (30) feet within one thousand (1,000) feet of a property line and at no time shall ever exceed forty (40) feet in height as measured to the highest point of the fill above prevailing grade. The project is not a landfill, the project is a concrete mix and material plant and the plant will be approx 30 ft tall.

CITY OF PANAMA CITY BEACH
PUBLIC NOTICE OF
CONDITIONAL USE REQUEST

The City of Panama City Beach Planning Board will consider the following request:

APPLICANT: Xpress Materials LLC

ADDRESS/LOCATION: Beach Park Trail Panama City Beach, Florida 32413

Parcel ID: 38324-724-000

The Conditional Use is being requested because, Concrete mix and material plant is proposed, which is a heavy industry use. A heavy industrial use is allowable in the M1 zoning district subject to Conditional Use approval (Land Development Code 5.06.04- see attached). Sites over 3 acres require Conditional Use approval by the Planning Board and City Council as well as a community meeting (LDC 10.02.14.C).

PLANNING BOARD MEETING

MEETING INFORMATION:

Date: APRIL 10, 2024

Time: 1 PM

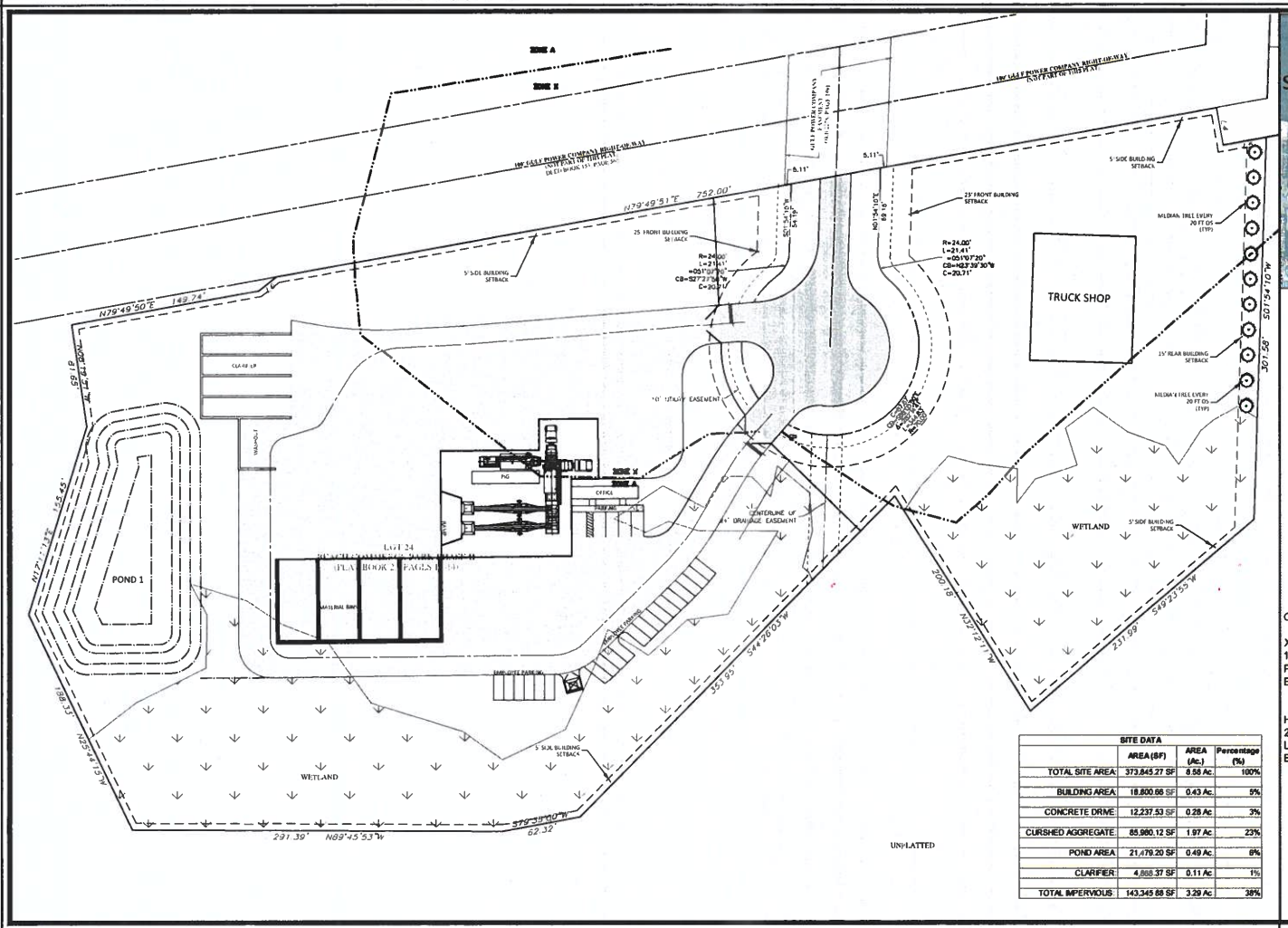
Place: City Council Meeting Room
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

NEIGHBORHOOD MEETING:
MARCH 14, 2024
9 AM
TOWNEPLACE SUITES PIER PARK

16000 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

The applicant for this Conditional Use request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5100, ext. 2429.





VICINITY MAP
(NOT TO SCALE)

SITE DATA

Zoning Designation	Future Land Use
Light Industrial (M-1)	Industrial District

BUILDING SETBACKS AND CALLOUTS	
FRONT:	25'
SIDE:	5'
SIDE (RESIDENTIAL ADJACENT):	15'
*REAR:	5'
MAX BUILDING HEIGHT:	55' (PROPOSED)

*MIN. REAR SETBACK INCREASE SIX AND ONE HALF (6.5) FEET FOR EACH STORY ABOVE THIRD STORY

SITE DATA			
	AREA (SF)	AREA (Ac.)	Percentage (%)
TOTAL SITE AREA:	373,845.27 SF	8.58 Ac.	100%
BUILDING AREA:	18,800.66 SF	0.43 Ac.	5%
CONCRETE DRIVE:	12,237.53 SF	0.28 Ac	3%
CURSHED AGGREGATE:	85,980.12 SF	1.97 Ac.	23%
POND AREA:	21,479.20 SF	0.49 Ac.	6%
CLARIFIER:	4,868.37 SF	0.11 Ac	1%
TOTAL IMPERVIOUS:	143,345.88 SF	3.29 Ac.	38%

OWNER/ APPLICANT:

XPRESS MATERIALS, LLC
130 RICHARD JACKSON BLVD., SUITE 102
PANAMA BEACH, FLORIDA 32405
EMAIL: TONY.BONNER@TOTALEARTHSERVICES.US

HEIDT DESIGN, LLC.
2211 S. HIGHWAY 77, SUITE 206
LYNN HAVEN, FLORIDA 32444
EMAIL: JIMD@HEIDTDESIGN.COM

LEGAL DESCRIPTION:

LOT 24, BEACH COMMERCE PARK PHASE II, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 12-14, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

EXPRESS MATERIALS CONCRETE PLAN

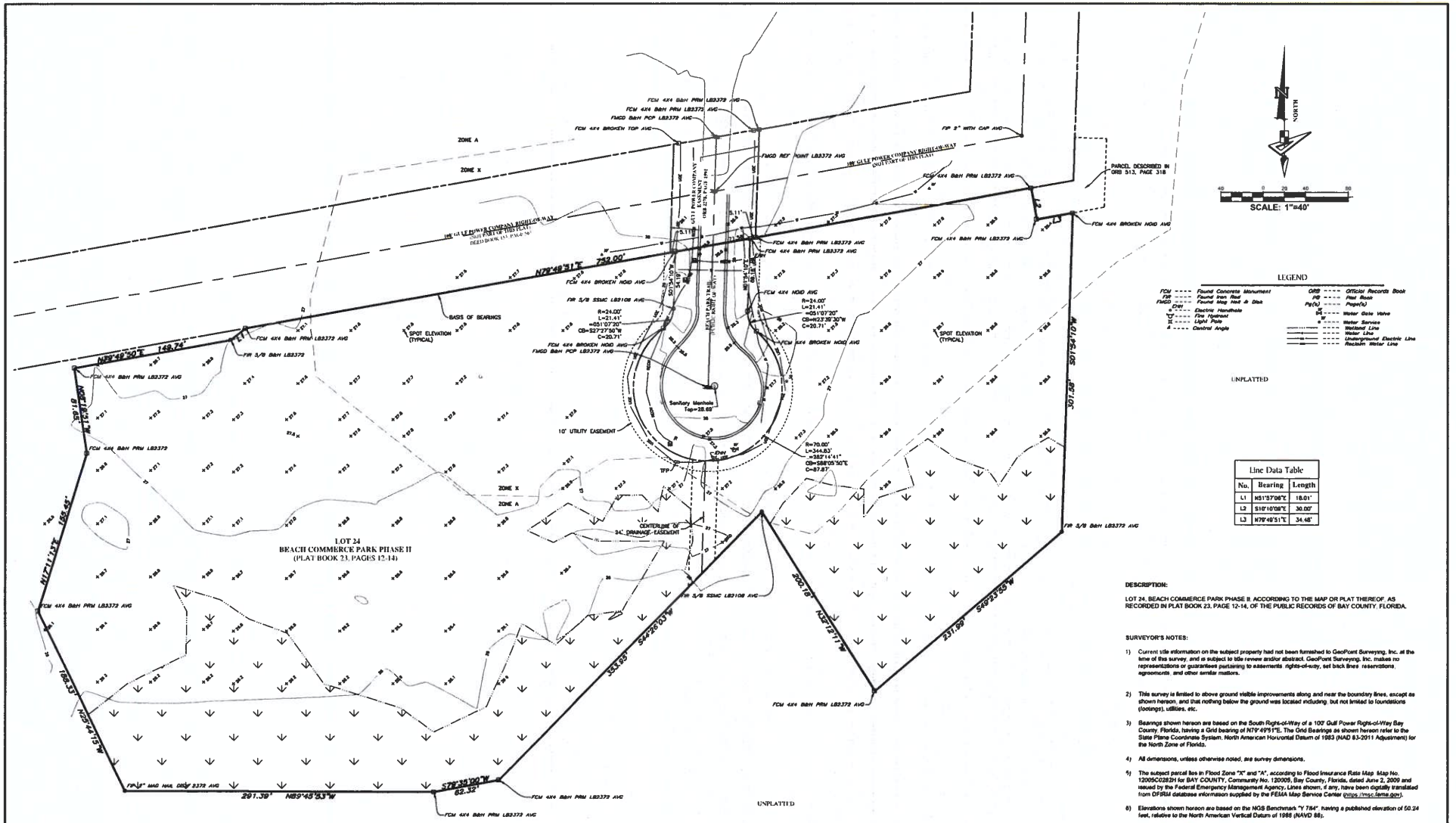
CONDITIONAL USE PLAN

XPRESS MATERIALS, LLC.

PANAMA CITY BEACH, FLORIDA

SCALE 1" = 40'

HEIDT DESIGN



DESCRIPTION:

LOT 24, BEACH COMMERCE PARK PHASE II, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 12-14, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1) Current title information on the subject property had not been furnished to GeoPoint Surveying, Inc. at the time of this survey, and is subject to title review and/or abstract. GeoPoint Surveying, Inc. makes no representations or guarantees pertaining to easements, rights-of-way, set back lines, reservations, agreements, and other similar matters.

2) This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.

3) Bearings shown hereon are based on the South Right-of-Way of a 100' Gulf Power Right-of-Way Bay County, Florida, having a Grid bearing of N79°49'51"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the North Zone of Florida.

4) All dimensions, unless otherwise noted, are survey dimensions.

5) The subject parcel lies in Flood Zone "X" and "A", according to Flood Insurance Rate Map, Map No. 12005C0282H for BAY COUNTY, Community No. 120005, Bay County, Florida, dated June 2, 2009 and issued by the Federal Emergency Management Agency. Lines shown, if any, have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center (msc.fema.gov).

6) Elevations shown hereon are based on the NGS Benchmark "Y 784" having a published elevation of 50.24 feet, relative to the North American Vertical Datum of 1988 (NAVD 88).

7) Use of this survey for purposes other than intended, without written authorization, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

8) The lands described hereon may contain lands that are considered environmentally sensitive wetlands that are subject to claim or restriction by one or more of the following agencies: Army Corp. of Engineers, a local Florida Water Management District, or the Department of Environmental Protection (D.E.P.). Wetland lines and areas as shown hereon, by Icarus Ecological Services.

CREW #1 PARTY CHIEF: NA	Revisions			
FIELD BOOK: 24\109	DATE	DESCRIPTION	DRAWN	P.CHIEF
DATA FILE: BEACH COMMERCE PH II LOT 24	----	----	----	----
CREW #2 PARTY CHIEF: ---	----	----	----	----
FIELD BOOK: ---	----	----	----	----
DATA FILE: ---	----	----	----	----
CREW #3 PARTY CHIEF: ---	----	----	----	----
FIELD BOOK: ---	----	----	----	----
DATA FILE: ---				

Surveyor's Certification

I do hereby certify that this survey was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors and Mappers stated in Rules 5J-17.051 5J-17.052 and 5J-17.053 Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.

FIELD SURVEY DATE: November 7, 2023

Joseph G. Rager LS7205

Survey is Certified To:
Xpress Materials, LLC
a Florida limited liability company,
Hancock Whitney Bank,
Watersound Title Agency, LLC and
Fidelity National Title Insurance Company.

www.geopointsurvey.com
Licensed Business No.: LB 7768
GeoPoint Surveying, Inc.

North Florida
647 Joe Campbell Road
Freeport, Florida 32439
Phone: (850) 740-0650

West Florida
211 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266

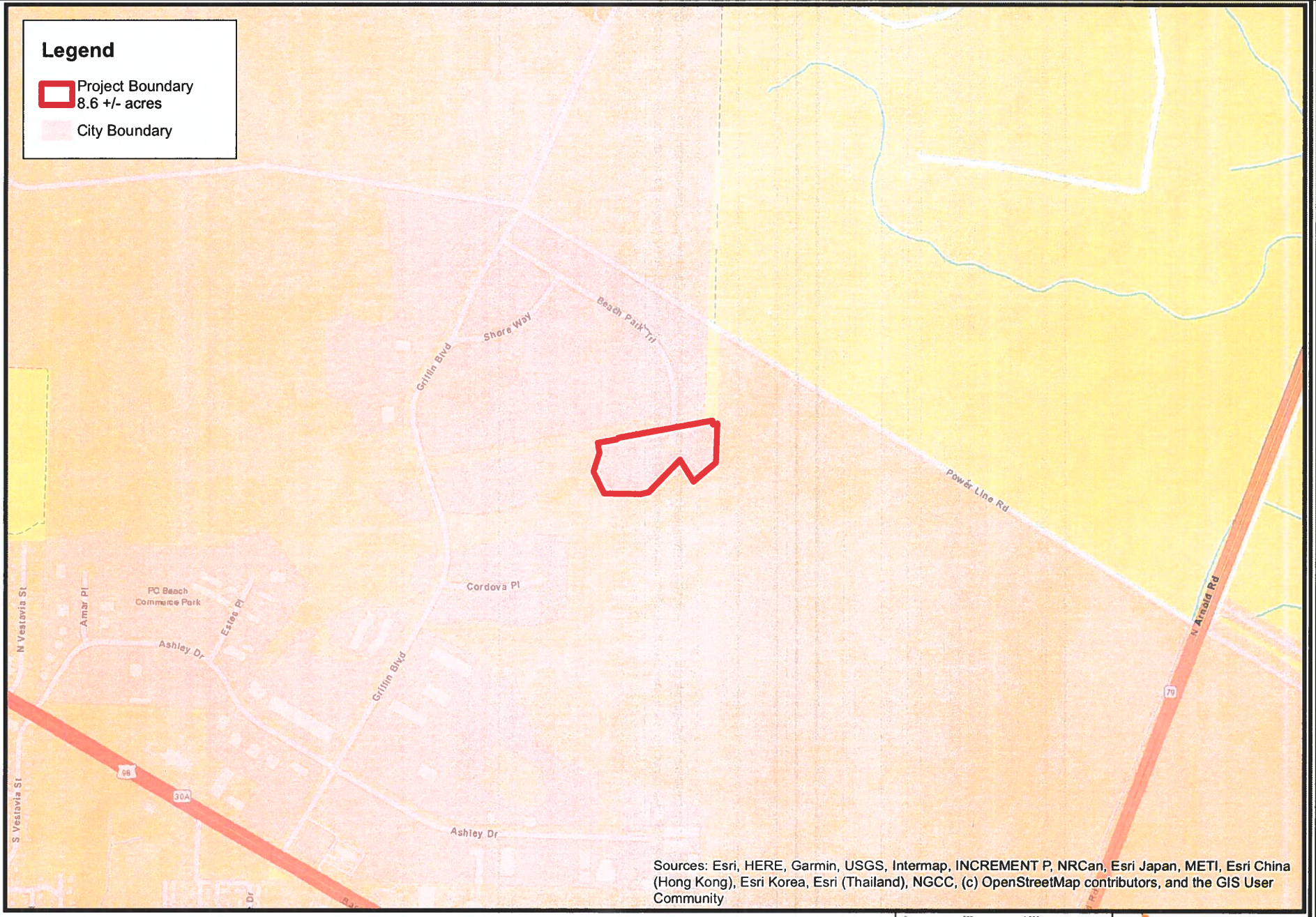
Central Florida
526 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440

East Florida
4152 West Blue Heron Blvd
Suite 105
Riviera Beach, Florida 33404
Phone: (561) 444-2720

Boundary and Topographic Survey

PREPARED FOR:
TLS
LOCATED IN:
Section 1, Township 3 S., Range 17 W., Bay County, Florida

JOB #: 1001421	
DRAWN BY: BWB	DATE: 11/8/23
LIDAR CREW: NA	DATE: 11/7/23
SURFACE BY: BWB	
H.DATUM: FL-North NAD(83)-2011	
V.DATUM: NAVD (1988)	
QPC CHECK: JGR	FLD CHECK: NA
SHEET: 01 of 01	



Express Materials Concrete Plant

Vicinity

Bay County

0 500 1,000 Feet

N

Source: Heidt Design
Imagery: Esri 2024
Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data processed by other sources for accuracy or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal or survey.

HEIDT DESIGN
P: (850) 387-1510 F: (813) 464-7629
2211 S Highway 77, Suite 206
Lynn Haven, FL 32444

Date Saved: 2/28/2024Map Document: G:\EC_Projects\Bay\TES_Concrete\MXD\TES_Working_20240228.mxd-- -- V Ramirez



Express Materials Concrete Plant

Aerial

Bay County

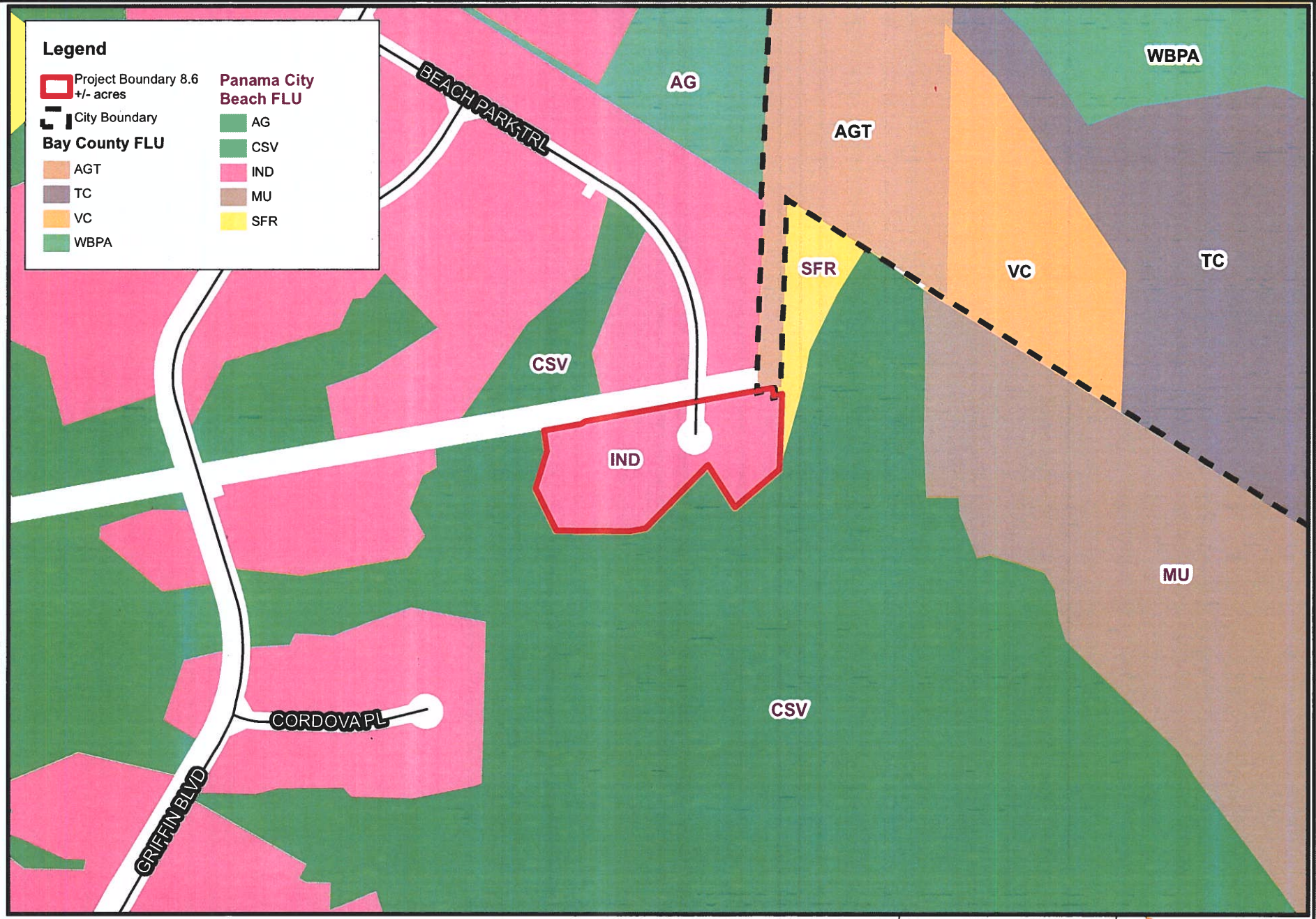
0 250 500 Feet

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Source: Heidt Design, Bay County
Imagery: Esri 2024
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2211 S Highway 77, Suite 200
Lynn Haven, FL 32444

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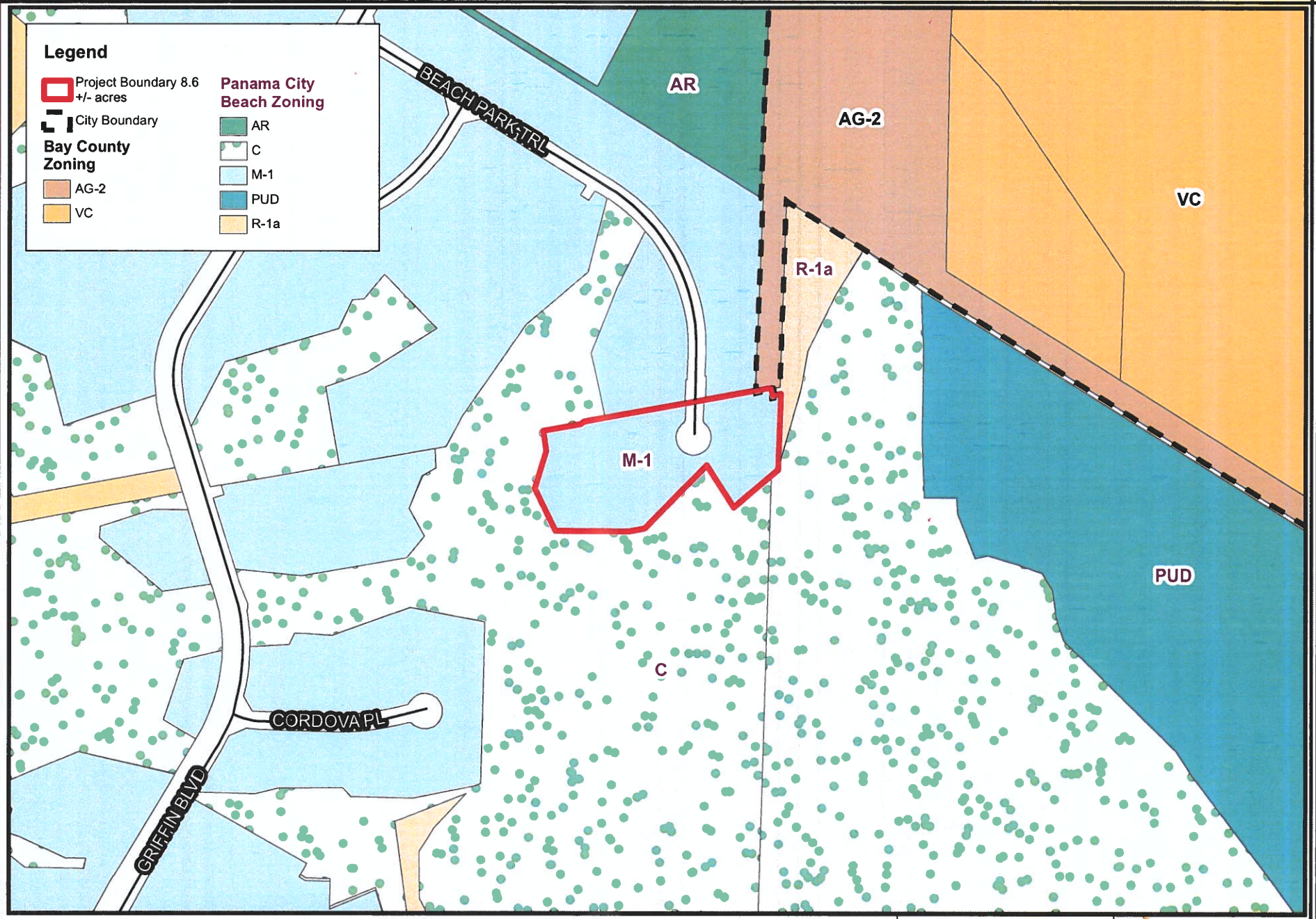


Express Materials Concrete Plant

Future Land Use

Bay County

Date Saved: 2/28/2024Map Document: G:\EC_Projects\Bay\TES_Concrete\MXD\TES_Working_20240228.mxd-- -- V Ramirez



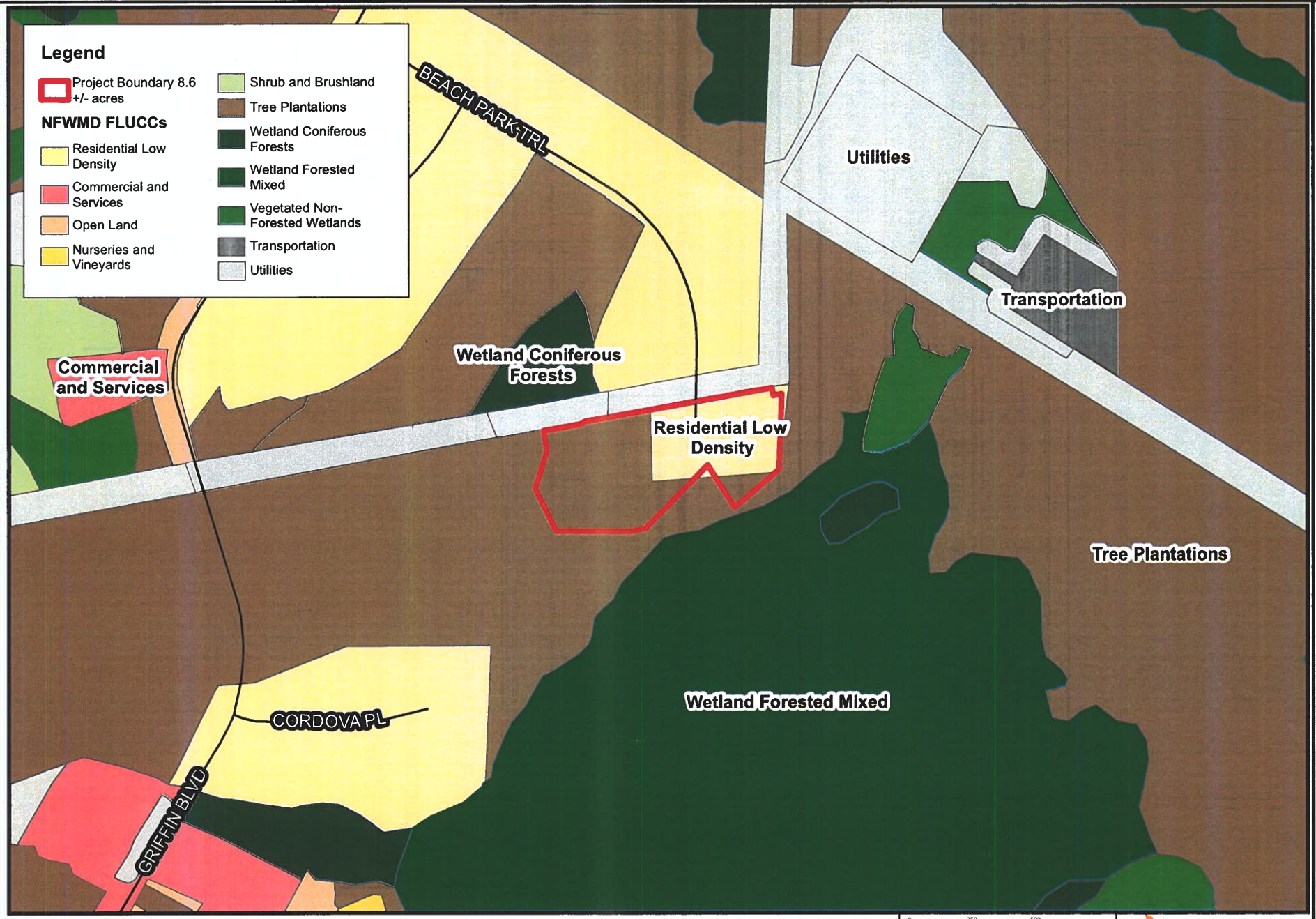
Express Materials Concrete Plant

Zoning

Bay County

HEIDT DESIGN

Date Saved: 7/28/2024Map Document: G:\EC_Projects\BayTES_Concrete\MXD\TES_Working_20240228.mxd -- V Ramirez



Express Materials Concrete Plant

FLUCCs

Bay County

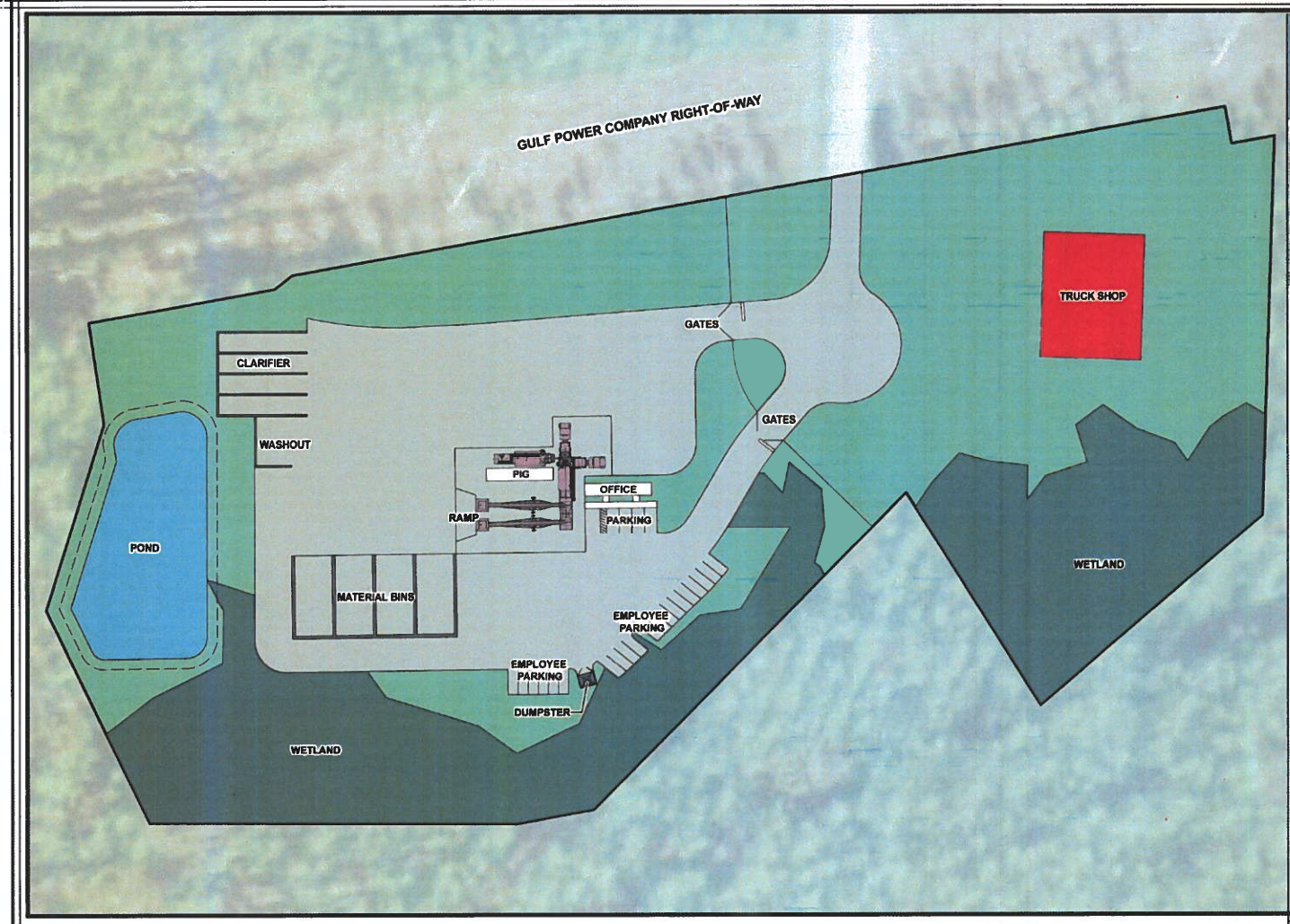
0 250 500 Feet

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Source: Heidt Design, Bay County, NFWMD
Imagery Esri 2024
Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data produced by other sources for accuracy or for any particular use that may require accurate information. This map is for informational purposes only and should not be

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VICINITY MAP
(NOT TO SCALE)

OWNER/ APPLICANT:

XPRESS MATERIALS, LLC
130 RICHARD JACKSON BLVD., SUITE 102
PANAMA BEACH, FLORIDA 32405
EMAIL: TONY.BONNER@TOTALEARTHSERVICES.US

HEIDT DESIGN, LLC.
2211 S. HIGHWAY 77, SUITE 206
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LEGAL DESCRIPTION:

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EXPRESS MATERIALS CONCRETE PLAN

CONCEPTUAL SITE PLAN

XPRESS MATERIALS, LLC.

PANAMA CITY BEACH, FLORIDA

XPRESS MATERIALS LLC

NEIGHBORHOOD MEETING

March 14, 2024

9AM - 10AM

HEIDT DESIGN
P: (850) 387-1510 | F: (813) 464-7629
2211 S Highway 77, Suite 206
Lynn Haven, FL 32444
www.heidtdesign.com

NAME	ADDRESS	EMAIL ADDRESS	TELEPHONE NUMBER
Patricia Castellano	Heidt Design	pcastellano@heidtdesign.com	850-387-1510
Pierce Baldwin	TES	Pierce.baldwin@TotalEarthServices.us	850-896-[illegible]
James Dumbrowski	Heidt Design	JimD@HEIDTDESIGN.com	850 387 1510

The only people in attendance for the Xpress Concrete community meeting were the applicant and acting agent. There are no meeting minutes to provide.

City of
Panama City Beach

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

DATA AND ANALYSIS

I. **APPLICANT:** Xpress Materials, LLC – Tony Bonner, Jr.

II. **PROPERTY LOCATION:** Parcel ID# 38324-724-000, Beach Park Trail

III. **ZONING DISTRICT:** Light Industry – M-1

IV. **REQUEST:** To construct and operate a concrete mix and material plant, heavy industry in a M-1 zoning, Light Industry. The proposed site is approximately 8.12 acres.

LDC Section 5.06.04 Borrow Pits, Construction and Debris Landfills, Land Clearing Debris Landfills and Heavy Industrial Uses

The following staff analysis reflects the specific criteria established for review of Conditional Uses in the Land Development Code. The applicant's response to these criteria is part of the application. Staff's comments are shown in this report following each criterion from Section 5.06.01.

A. The proposed use is so designed, located, and proposed to be operated so that the public health, safety, and welfare will be protected.
Staff Analysis: The location of the proposed concrete plant will not have a negative impact on the public.

B. The proposed use will not have an adverse effect on existing traffic patterns.
Staff Analysis: The proposed use will not have an adverse effect on traffic within the Commerce Park.

C. The proposed use will not impair an adequate supply of light and air to adjacent properties.
Staff Analysis: The applicant will comply with all EPA regulations, ensuring the air quality meets the EPA specifications.

D. The proposed use will not materially increase congestion in the public streets in the surrounding area.
Staff Analysis: The proposed development will be required to meet the parking standards of the LDC, requiring all parking to be located within the development along with the proper ingress and egress into the development.

E. The proposed use conforms to all applicable setback, building height, lot coverage, and all other applicable regulations of the zoning district in which the use is to be located.
Staff Analysis: The proposed use will be submitted and reviewed through the means of a development order, in which all departments will review to ensure all applicable LDC requirements are met.

F. Off-street parking and all other General Provision of the Zoning Ordinance are met.
Staff Analysis: All parking provisions of the Land Development Code will be met, off-street parking will not be allowed for this development.

G. The proposed use will not impair the established values of the property in the surrounding area.
Staff Analysis: The proposed use will be similar in nature to the surrounding developments within the Commerce Park and all buffering requirements, if any will be met during the development order process. The proposed use will not impair the established values of surrounding properties.

H. The hours of use will not be offensive to adjacent property owners, taking into consideration of the surrounding uses.
Staff Analysis: City of Panama City Beach Code of Ordinance, Section 16-81 Noise Ordinance defines Industrial Property as: *"Industrial Property" means any premises where manufacturing, processing, production, shipping, or equipment or materials storage yards, or any combination of them, is legally permitted.* The proposed use is a permitted use within the Commerce Park, where other industrial uses are operating; therefore, the noise from the concrete mix and material plant should not be a nuisance. The hours of operation indicated 5:30 am to 3:30 pm may be earlier than the surrounding uses in the area, but for this type of plant to operate efficiently and be productive the earlier hours of operation are necessary. The location of the concrete mix site on the parcel will be approximately 1200 feet or more from the parcel boundary of the proposed multi-family development, Gateway Crossing within the Four Corners PUD parcel, therefore the noise should not be a nuisance.

I. There is adequate shielding to protect adjacent property owners from noise, lights and other obnoxious elements and activities, taking into consideration other surrounding uses.
Staff Analysis: The use will be compatible with the surrounding industrial uses within the area. The buffering requirements will be addressed in the development order review, therefore there will be adequate shielding to protect adjacent properties.

J. The existing or proposed improvements and facilities are adequate for the use intended.
Staff Analysis: The proposed use will be constructed under the guidelines of EPA and meet the requirements of the LDC.

K. There will be no adverse effect on water sewage and drainage in the surrounding area.
Staff Analysis: There is adequate capacity for water and sewer on the site. The development of the site for the proposed use will be reviewed by Public Utilities and Public Works to ensure it meets all the Land Development Code requirements regarding utilities and stormwater. There should not be an adverse impact on water, sewage, and drainage in the surrounding area.

Staff Comments: The proposed use of a Concrete Mix and Material Plant will be reviewed under the requirements of the LDC, Section 5.06.04 as noted below during the development order process.

5.06.04 Borrow Pits, Construction and Debris Landfills, Land Clearing Debris Landfills and Heavy Industrial Uses

A. *Construction and debris landfills, land clearing debris fill areas, borrow pits and* ***Heavy Industrial Uses*** *are allowable in the AR, PF and M-1 zoning districts, subject to the standards of these zoning districts and the standards of this section.*

The proposed site, Beach Park Trail is in the M-1 zoning district, an allowable use.

B. ***The Front, Side and Rear Setbacks shall be a minimum of one hundred (100) feet from the property line to the excavation site for property abutting property zoned or used for commercial, office or industrial purposes.***

The proposed use will not have any excavation areas; therefore, the setbacks will follow the M-1 zoning district setbacks. (Attached Table 4.02.02.A) The eastern side of the parcel will be adjacent to a residential district.

C. ***The Front, Side and Rear Setbacks shall be a minimum of two hundred (200) feet from the property line to the excavation site for property abutting property zoned or used for Residential, conservation, recreation or public purposes.***

The proposed use will not have any excavation areas; therefore, the setbacks will follow the M-1 zoning district setbacks. (Attached Table 4.02.02.A)

D. ***Access shall be on an Arterial or Collector Street.***

The proposed location for the use is within the Industrial Commerce Park where the roads within are classified as a "Local Road," maximum speed limit of 25 MPH. The access into the Industrial Commerce Park is from an Arterial Street, Panama City Beach Parkway.

E. ***The improved area shall be enclosed with a Solid Faced masonry or wooden wall or fence not less than six (6) feet and not more than eight (8) feet in height. The decorative side of the fence shall face outward.***

The applicant has proposed a 6–8-foot solid faced masonry or wooden wall along the north/south/west/east sides of the development. The fence will be a part of the development order approval process.

F. ***The number of shrubs, small trees and medium or large trees otherwise required in the buffer shall be increased by fifty (50) percent.***

The buffer will be increased by fifty percent and will be a part of the landscape review in the development order process.

G. ***If a Residential use or zone is located within five hundred (500) feet, then a large or medium tree is required to be planted every twenty (20) feet along the property line(s) nearest the Residential use or zone.***

The east boundary will meet the requirement of the large/medium tree every 20 feet along the property line. This will be a part of the landscape review in the development order process.

H. ***Prior to approval of a construction and debris landfill, land clearing debris landfill, borrow pit or Heavy Industrial Use, the applicant must provide a sufficient reclamation plan for the site.***

The applicant has indicated that a plan after the concrete plant leaves the site, not yet determined, will be to restore the site back to the existing condition or better.

I. ***The landfill, pit or Heavy Industrial Use shall be prohibited within one thousand (1,000) feet of a wellfield protection area or environmentally sensitive lands.***

There are no wellfields or environmentally sensitive lands within 1,000 feet of the proposed site.

J. *A landfill shall be limited to a maximum height of thirty (30) feet within one thousand (1,000) feet of a property line and at no time shall ever exceed forty (40) feet in height as measured to the highest point of the fill above prevailing grade.*

The proposed project is not a landfill. The proposed height of the proposed use, concrete mx and material plant is approximately thirty (30) feet, which meets the zoning requirements.

CONCLUSION: Staff has reviewed the application for the Large Conditional Use to operate a Heavy Industrial Use and it meets all the requirements of the City's Land Development Code, Section 5.06.01, Section 5.06.04, and Section 10.02.14. As part of the Development Order approval process, the applicant will meet all the above-mentioned requirements from the LDC. Staff has no objections to the Large Conditional Use Request and recommends approval to the City Council.

Column

AFFIDAVIT OF PUBLICATION

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

Before the undersigned authority personally appeared Yuade Moore, 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 Display Ad (document upload) Notice in the matter of Notice Large Conditional Use Xpress Materials, was published on the publicly accessible website of FL, hosted by Column Software, PBC on
May. 14, 2024

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: 6R6GkeVNUCn74ZXCf82N
Publication Fee: $0.00

(Signed) Yuade Moore
as authorized signatory of Column Software, PBC

PAMELA BAEZ
Notary Public - State of Florida
Commission # HH 186700
Expires on October 14, 2025

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 05/16/2024

Notary Public
Notarized remotely online using communication technology via Proof.

Published in Bay County
NOTICE OF PUBLIC HEARING TO CONSIDER LARGE CONDITONAL USE

Notice is hereby given by the City Council of the City of Panama City Beach, Florida, that, having received an application from Xpress Materials, LLC, it intends to consider the approval of a Large Conditional Use for Parcel ID 38324-724-000 located in Panama City Beach, Florida. The City will hold a quasi-judicial public hearing to consider the conditional use at the City Council's regular meeting to be conducted at 9:00 A.M. on Thursday, May 23rd, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida.

Further information on this item may be obtained from Mel Leonard, City Planning Director, by calling 850-233-5100. The meeting will also be live-streamed on the City website www.pcbgov.com.

If a person decides to appeal any decision made by the City Council with respect to any matter considered, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

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 or by phone at 850-233-5100 at least (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 or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL

BY:/S/ LYNNE FASONE, CITY MANAGER

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mel Leonard, Building & Planning	May 23, 2024

3. REQUESTED MOTION/ACTION:

It is recommended that the City Council hold a first reading on the proposed ordinance and determine if the item should proceed to a second reading.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Economic Development

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

The Applicant, Sara Bonakdar, has applied to change the future land use designation of her property located at 206 N. Arnold Road from Single Family Residential to Tourist. This would require an amendment to the City of Panama City Beach Comprehensive Growth Development Plan. The Planning Board considered this request at its meeting on April 10, 2024, and recommended denial (4-3). The Council is asked to consider the application and render a final determination.

Ord 1645.Future Land Use Map Amendment.206 N Arnold.first reading.pdf
Draft Rezoning Order.206 Arnold Rd N.pdf
206 n arnold application.pdf
206 n arnold staff report.pdf
Planning Board Minutes 4.10.2024- Draft.pdf
Affidavit Ord 1645 and 1646.pdf
Order- 206 N Arnold Rd- Signed 5.20.2024.pdf

ORDINANCE NO. 1645

AN ORDINANCE AMENDING ORDINANCE 1688, KNOWN AS "THE 2021 AMENDED AND RESTATED CITY OF PANAMA CITY BEACH GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF SARA BONAKDAR TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM SINGLE FAMILY RESIDENTIAL TO TOURIST; DESIGNATING FOR TOURIST LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 0.203 ACRES; SAID PARCEL LOCATED AT 206 NORTH ARNOLD ROAD, PARCEL ID 32920-000-000; AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCELS FOR TOURIST LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING THAT THE ORDINANCE SHALL TAKE EFFET AS PROVIDED BY LAW.

WHEREAS, the Council for the City of Panama City Beach adopted "The 2021 Amended and Restated City of Panama City Beach Growth Development Plan" (the Comprehensive Plan") on November 10, 2021, by Ordinance No. 1688; and

WHEREAS, Sara Bonakdar (the "Applicant") submitted an application requesting an amendment to the Comprehensive Plan; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on April 10, 2024, and recommended denial by a vote of 4-3; and

WHEREAS, on May 23, 2024, and _____, as required by Section 163.3187, Florida Statutes, the City Council conducted properly noticed adoption hearings and adopted this Ordinance in the course of those hearings; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designation for the subject parcel have been met.

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

SECTION 1. The following described parcel of real property situated within the municipal limits of the City of Panama City Beach, Florida, is designated for Tourist land use under the Comprehensive Plan, to wit:

> Lot 1, Block E, Gulf Highlands, according to the Plat thereof, recorded in Plat Book 8, Page 79, of the Public Records of Bay County, Florida.

and the City's Future Land Use Map is amended accordingly.

SECTION 2. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby 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 4. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 5. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 7. 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 of Ordinances, 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 8. EFFECTIVE DATE. This Ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____ 2024.

CITY OF PANAMA CITY BEACH

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

PLANNING BOARD OF THE
CITY OF PANAMA CITY BEACH

IN RE: **REQUEST FOR APPROVAL OF A SMALL-SCALE PLAN AMENDMENT TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM SINGLE FAMILY RESIDNETIAL TO TOURIST AND A REZONING FROM R-1b (SINGLE FAMILY, MEDIUM DENSITY) TO CL (COMMERICAL- LOW INTESNITY) LOCATED AT 206 NORTH ARNOLD ROAD PARCEL ID 32920-000-000**

Submitted by Sara Bonakdar, Acting Agent Jean Marie Downing

ORDER DENYING SMALL-SCALE AMENDMENT AND REZONING

The CITY OF PANAMA CITY BEACH PLANNING BOARD having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on April 10, 2024, hereby sets forth the following Procedural History, Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. On March 5, 2024, the Applicant submitted a complete application (attached hereto as Exhibit "A") for a Request for a Small-Scale Amendment and Rezoning on Parcel 32920-000-000 in the Single Family Residential R-1b zoning district. The proposed site is approximately 0.203 acres.

2. The proposed rezoning consists of small-scale amendment to change the future land use map designation from single family residential to tourist and the rezoning from R-1b (single family, medium density) to CL (commercial, low density).

3. A neighborhood meeting was advertised and conducted on April 10, 2024. The applicant supplied evidence of compliance with Land Development Code regarding the neighborhood meeting.

4. Planning Department Staff timely prepared and delivered a written report setting forth Staff's analysis of the request.

5. On April 10, 2024, the Planning Board held a properly advertised Quasi-Judicial hearing on the request.

6. The Planning Board received testimony from the Applicant regarding the proposed amendment and rezoning.

DRAFT

7. One adversely affected party spoke against rezoning based on the impact to the residential nature of the surrounding neighborhood.

8. There were no public comments regarding the proposed amendment and rezoning.

FINDINGS OF FACT

9. Based on the testimony of the City Planner, notice of the hearing was properly given and all procedural requirements met for the Planning Board to conduct the hearing.

10. The Property is bordered to the south and east by property zoned as R-1b. The Applicant testified that the neighboring property owners declined to join in the rezoning application and did not wish to be rezoned commercial.

11. The Planning Board finds that the surrounding residential properties would be negatively impacted by the split residential and commercial zoning resulting from granting of the application. The Applicant failed to show how the proposed plan amendment and rezoning would be consistent with the surrounding residential uses.

CONCLUSIONS OF LAW

12. The Planning Board recommended denial of the request 4 - 3.

13. Pursuant to Sections 10.04.03, 8.03.03(D) and 5.06.04 of the Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial hearing on this matter and make a recommendation to the City Council on whether the request should be granted.

THEREFORE, IT IS ORDERED AND ADJUDGED that the Small-Scale Amendment and Rezoning proposed in the Planning Board Application dated March 5, 2024, is and shall be hereby **RECOMMENDED FOR DENIAL.**

DONE this _____ day of _____, 2024.

By: _____
Josh Wakstein, Planning Board Chairman

ATTEST:

_____
Andrea M. Chester, Principal Planner

DRAFT

CITY OF PANAMA CITY BEACH

Building and Planning Department
116 S. Arnold Road, Panama City Beach, FL 32413
850-233-5100 ext. 2429 **Fax: 850-233-5049**
Email: planningdivision@pcbfl.gov

REQUEST FOR REZONING

LDC Section 10.02.10

Application Submittal Requirements: LDC Section 10.02.01

Property Owner(s) Name: Sara Bonakdar

Address: 206 N Arnold Rd.

City: Panama City Beach State: FL Zip 32413

Email: Sarabonakdar@yahoo.com Telephone: (850) 532-7767 Cell: _____

Name of Acting Agent: Sara Bonakdar OR Jean Marie Downing (0239290)

Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner regarding the application and associated procedures. Attached to the application.

Parcel # of Property for Rezoning: 32920-000-000

Address/ Location of Property for Rezoning: 206 N Arnold Rd. Panama City Bch. FL, 32408

Present Zoning Designation R-1b Requested Zoning Designation CL

Application Submittal Requirements: LDC Section 10.02.02

Plan or Plat Preparer Name: Due South Surveying LLC

Address: 19211 PCB Pkwy. Box 146

City: Panama City Beach State: FL Zip 32413

Email: _____ Telephone: (850) 832-5955 Cell: _____

- ☑ Date of Preparation: 03/01/2024
- ☐ Date(s) of any modifications: _____
- ☑ Legal Description: (Consistent with the Required Survey) -please attach to application
- ☑ Survey (Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of 10 copies.
- ☑ A vicinity map showing the location of the property.
- ☑ Future Land Use Map designation for the property.

Deed Restrictions or Private Covenants apply to this property: ☑ /Yes (please attach copy) ○ No

Payment Fee:	
☑ Rezoning $900 ☑ Small Scale Amendment $1,500 ☐ Large Scale Amendment $2,100	Date Collected: 3/5/2024

The procedure for review of application is found in Sections 10.02.00 and 10.17.00 of the LDC.

Additional plans, documents, and reports as deemed necessary by the City Manager. Information required for the specific type of application, as specified in sections 10.02.03 through 10.02.07 as applicable. All site plans and plats shall be drawn to a scale approved by the City Manager.

APPLICANTS SIGNATURES:

Sara Bonakdar
Print Name of Applicant

Signature

Date: 03,05,2024

Print Name of Applicant

Signature

Date:

PROCEDURES:

Neighborhood Notice – LDC Section 10.03.02

A. When required by this LDC, the applicant shall provide Neighborhood Notice, by U.S. Postal Service certified mail return receipt requested. Within five (5) days after such mailing, the applicant shall provide sworn proof of mailing to the Building and Planning Department.

B. The applicant shall be responsible, as part of the application process for sending certified letters to surrounding property owners whose names and addresses are known by reference to the most recent ad valorem tax rolls of Bay County, giving notice of the requested action along with the date, time and place of the hearing. The form of the letter shall be approved by the City prior to mailing. Notice letters shall be sent to all owners of surrounding property lying in whole or in part within such distance of the boundary of the subject property as shall be specified in the applicable procedures.

Notice letters shall be sent to the following surrounding owners:

- **For Rezoning request a notice shall be sent to all such owners of property living in whole or in part within 300' feet of a boundary of the subject property.**

The Rezoning application must be submitted to the Building & Planning Department no later than twenty (20) days prior to the Planning Board meeting. The Planning Board will then place the request on the agenda to schedule the public hearing for the following month's Planning Board meeting.

C. The notice letter shall be mailed at least twenty (20) days prior to the hearing and proof of mailing shall be submitted to the City as part of the application. A good faith effort to mail notice to all such owners whose names and addresses are shown on a list generated by the Bay County Property Appraiser's automated mass appraisal system by that system referring to its cadastral (tax) map shall be conclusively deemed in compliance with the requirement to mail notice. Failure of any such owner to receive such notice, even if never mailed, shall not affect the jurisdiction of the board to consider the issue or validity of the board's decision.

D. Failure of such an owner to receive such notice shall not affect the jurisdiction of the decision-making entity to consider the application or the validity of such entity's decision.

Posted Notice – LDC Section 10.03.03

A. When required by the LDC, the Building and Planning Department shall post a sign on the property that is the subject of an application. The sign shall be located in a manner to ensure that it is visible on each portion of the subject property that fronts on a roadway.

B. The sign shall contain a copy of the notice required by section 10.03.02.

C. Failure to maintain or replace a sign properly posted shall not affect the jurisdiction of the decision-making entity to consider the application or the validity of such entity's decision.

D. Posted Notice may be removed after conclusion of the hearing of which notice is given or as specified or if neither or if neither of the forgoing apply, thirty (30) days after it is first posted.

Published Notice – LDC Section 10.03.04

When required by this LDC, the Building and Planning Department shall publish a notice in a standard size or tabloid size newspaper of general paid circulation in the City. The newspaper shall be of general interest and readership, not one of limited subject matter and shall be published at least five (5) days a week.

REQUEST FOR REZONING

LDC Section 10.02.10

APPLICANTS SIGNATURES:

Sara Bonakdar
Print Name of Applicant

X
Signature

X Date: 03/05/2024

Print Name of Applicant

Signature

Date:

CITY OF PANAMA CITY BEACH
PUBLIC NOTICE OF
SMALL SCALE AMENDMENT AND
REZONING REQUEST

The City of Panama City Beach Planning Board will consider the following request:

APPLICANT: Sara Bonakdar

ADDRESS/LOCATION: 206 N Arnold Rd.
Panama City Beach, FL 32413

This is being requested because, I am seeking a Small-Scale Amendment from Single Family Residential to Tourist and a Rezoning request from R-1b (Single Family, Medium Density) to CL (Commercial- Low Intensity. These changes would allow me to operate a small business.

MEETING INFORMATION:

Date: 04/10/2024

Time: 1:00 pm

Place: City Council Meeting Room
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

The applicant for this rezoning request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5100, ext. 2429.

City of
Panama City Beach

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

DATA AND ANALYSIS

I. **APPLICANT:** Sara Bonakdar – **ACTING AGENT:** Jean Marie Downing

II. **PROPERTY LOCATION:** Parcel ID# 32920-000-000 206 N. Arnold Road

III. **ZONING DISTRICT:** Single Family Residential – R-1b

IV. **REQUEST:** The request is for a Small-Scale Plan Amendment and Rezoning. The applicant is requesting a Future Land Use Map change from Single-Family Residential to Tourist Future Land Use designation and a Rezoning from R-1b to CL (Commercial-Low Intensity).

V. **REASON FOR REQUEST:** The subject parcel is located on N. Arnold Road and the owner would like to operate a small business from this location. The owner has explored the options of running a home-based business from this location under the guidelines of Florida Statute 559.955, but it requires a full-time resident to operate a home-based business and the owner does not wish to live at this location.

VI. **SITE EVALUATION:**

A. **IMPACT ON PUBLIC FACILITIES:**

1. **Transportation Facilities:**
Florida Department of Transportation (FDOT) recently completed a resurfacing from SR 79 from Back Beach Road to West Bay Bridge along with a new shared-use path on the westside of SR 79 from the existing sidewalk to Bay Parkway. Currently this roadway adjacent to the property is not over capacity.

2. **Sewer:**
The City wastewater treatment plant 1 provides Advanced Wastewater Treatment (AWT) quality effluent, with an accompanying wetlands effluent discharge system in a 2,900-acre facility containing 2,000 acres of receiving wetlands. Currently the operating permit allows 14 million gallons per day (MGD) maximum monthly average (10 MGD annual average) treatment and 14 MGD maximum monthly average disposal capacity. Monthly average plant flows for January 1, 2022, through December 31, 2022, ranged from 5.49 MGD to 11.24 MGD on a monthly average. The City's reclaimed water system has been in operation since 2006 and provided average flows between 1.03 MGD and 4.84 MGD of irrigation water per month during the CY2022, depending on the time of year and demands, to residential and commercial areas of the City.

Based on previous historic growth rates of wastewater generation, it is anticipated there will be a 4% yearly growth in wastewater generation within the City's service area (from Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City has planned for facilities to be upgraded to coincide with the increased demand. A site for a second wastewater treatment facility has been purchased and preliminary planning for the site has begun. Once completed, the second facility will provide additional capacity and will be interconnected with the existing system for enhanced reliability and load sharing.

3. **Potable Water:**
The City has a franchise from Bay County authorizing the City to provide water and sewer service to the incorporated City limits and unincorporated Bay County west of St. Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The term of the agreement is through 2042 and states that 26.4 million gallons per day (MGD) was available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year. The amount is currently up to 30.9 MGD.

The City receives the treated County water via two subaqueous transmission mains located near the Hathaway and State Road 79 bridges crossing St. Andrew Bay and West Bay. The water is stored in ground level tanks and re-pumped on demand to meet the City's water needs. The City's current available pumping and transmission capacity is approximately 27.8 MGD. The contract with the County has been designed to increase capacity by approximately 4% per year to continue to have capacity available for growth. Additionally, the City has two (2) 7-million-gallon storage tanks at its West Bay storage and pumping facility, and 2-, 4-, and 5-million-gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which provides the City an additional 25 million gallons of working reserve for peak season and file flow demands.

It is conservatively estimated the average citizen consumes 125 gallons per day for planning purposes. Daily water demand for January 1, 2022, through December 31, 2022, ranged from 10.6 MGD to 18.21 MGD on a monthly average, with an annual average of 14.06 MGD. The maximum single-day demand was 19.52 MGD. The County's projected available capacity to supply potable water to the City in 2022 was 30.90 MGD, leaving an excess monthly average capacity ranging from 12.68 MGD to 20.29 MGD with an annual excess of 16.84 MGD. The excess on a single-day maximum was 11.38 MGD.

The City has also implemented a reclaimed water utility system making highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaimed water system, it is estimated that 2% of total potable water consumption previously used by similar development will be replaced by reclaimed water in these new subdivisions.

B. SITE SUITABILITY:

1. **Wetlands:**
   According to the information supplied by Bay County GIS there are no wetlands located on the subject site.

2. **Plant and Wildlife Resources:**
   Information regarding natural resources is based on information from the Florida Natural Areas Inventory (FNAI), which is a non-profit organization administered by Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity. According to the maps furnished by FNAI the subject area does not appear to have any significant natural resources.

3. **Flood Zones:**
   According to information supplied by Federal Emergency Management Agency (FEMA), the site is in Flood Zone X, which are defined as areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood.

C. COMPATABILITY WITH SURROUNDING LAND USES:

Compatibility is generally defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable manner over time such that no use or condition is unduly negatively impacted directly or indirectly by another use of condition. The proposed zoning change of CL will be compatible to the parcels along N. Arnold Road, currently zoned CH. The adjacent property to the north is zoned PUD, without a master plan; the property abutting on the south is vacant and shares the same zoning, R-1b along with the abutting parcel to the east, but its driveway is located on Escanaba, within the Gulf Highlands subdivision.

If the applicant's rezoning request is granted the parcel would be rezoned from R-1b, Single-Family Residential to CL, Commercial-Low Intensity the maximum allowable height will remain the same, thirty-five (35) feet and the allowable density will decrease from 5.8 units per acre to 3 units per acre. Therefore, the rezoning would eliminate the possibility of any multi-family units developed due to the size of the lot. The possibilities for future development would be similar in character to the surrounding businesses along N. Arnold Road. Also, buffering requirements would be required for the property lines abutting any single-family residential use.

CONCLUSION:

Staff has reviewed the rezoning request and finds no objections to the request. The owner of the property expressed an interest in operating a home-based business from this location, but elects not to live at the location, which is required by home-based business definition. Staff feels the rezoning change would be less of an impact on the surrounding neighborhood due to the limited business development allowable on the parcel due to the size along with the required buffering standards that would apply for a commercial business abutting single-family residential use. The home-based business criteria outlined in F.S. 559.955 does not require any buffering, only that the

activity would be compatible and blend in with the surrounding properties. The parcel is located along N. Arnold Road and the surrounding parcels are zoned CH (Commercial High Intensity), but the request for a lesser commercial zoning will ensure any new operating business would not be a nuisance or have a negative impact on the Gulf Highlands neighborhood. Staff recommends an approval to City Council for the Small-Scale Amendment and Rezoning Request.

206 N. Arnold Road Rezoning Request

Prepared by The
City of Panama City Beach
Planning Department

206 N. Arnold Road Rezoning Request



Prepared by The
City of Panama City Beach
Planning Department

206 N. Arnold Road Future Land Use Map Request

Prepared by The
City of Panama City Beach
Planning Department

CITY OF PANAMA CITY BEACH
PLANNING BOARD MEETING MINUTES
April 10, 2024
MINUTES TO THE REGULAR MEETING

The meeting was called to order by Chairman Wakstein at 1:00 p.m. and Ms. Deese was asked to call the roll. Members present were Mr. Painter, Mr. Jones, Mr. Coleman, Mr. Morehouse, Mr. Houk, Mr. Register, and Chairman Wakstein. Mr. Register led the Pledge of Allegiance.

ITEM NO. 3 Approval of the February 14, 2024, Planning Board Meeting Minutes

Chairman Wakstein asked if there were any comments or corrections to the meeting minutes. Mr. Coleman made a motion to approve. It was seconded by Mr. Morehouse. Ms. Deese called the roll.

Mr. Morehouse	Yes	Mr. Houk	Yes	Mr. Register	Yes
Mr. Painter	Yes	Mr. Jones	Yes	Mr. Coleman	Yes
Chairman Wakstein	Yes				

ITEM NO. 4 Public Comments – Non-Agenda Items

There were no public comments.

ITEM NO. 5 Xpress Materials LLC is requesting approval for a Large Conditional Use to operate as a heavy industrial use. The proposed development is approximately 8.12 acres, and the property is located at Beach Park Trail (Parcel: 38324-724-000).

Chairman Wakstein introduced the item, added the application to the record, and read aloud the proceedings for a quasi-judicial hearing. All participants identified as affected parties were sworn in for testimony. **Ms. Chester** acknowledged all requirements of the application notices were satisfied. **Ms. Deese** was asked to call Jennings Act.

> Mr. Morehouse visited the property. Mr. Houk visited the property. Mr. Register had nothing to disclose. Mr. Painter drove by the property. Mr. Jones had nothing to disclose. Mr. Coleman had nothing to disclose. Chairman Wakstein had nothing to disclose.

Jim Dombrowski, **Heidt Design Project Manager, and acting agent** presented the application. The height will be within the maximum allowed. The proposed plant meets the minimum required setbacks and exceeds the minimum lot area and width. Mr. Dombrowski described the proposed operating hours, buffers, and trip traffic. He said they will use new technology to address noise concerns. Water trucks will be on site to abate any dust problems.

Chairman Wakstein noted the application reflected an estimated 40-50 truckloads per day. He then inquired about the daily maximum capacity for the proposed plant.

Tony Bonner, **Xpress Materials, LLC owner** responded that max capacity is up to 200 truckloads.

Ms. Chester presented the staff report. It meets the requirements of M1 (Light Industry) zoning district for a heavy industrial use. The applicant supplied all required information. She does not believe the operating hours will affect the area zoned for residential due to their proximity. Ms. Chester noted that she drove by another plant and could not hear any noise when in her vehicle.

Mr. Leonard stated the location is about 1,200’ from the multifamily development not currently under construction and over 3,000’ from the existing Manistee Street neighborhood.

Chairman Wakstein read aloud the definition of an affected party. He called for affected parties, public comment, and rebuttal. There was none. He concluded the evidentiary portion of the hearing. He called for closing remarks. There were none. Board deliberation was opened.

DRAFT

Mr. Coleman made a motion to approve the Large Conditional Use Request to allow Xpress Materials LLC to operate as a heavy industrial use. It was seconded by Mr. Painter.

Mr. Morehouse	Yes	Mr. Houk	Yes	Mr. Register	Yes
Mr. Painter	Yes	Mr. Jones	Yes	Mr. Coleman	Yes
Chairman Wakstein	Yes				

ITEM NO. 6 **Sara Bonakdar is requesting approval for a Small-Scale Plan Amendment to change the Future Land Use Map designation from Single Family Residential to Tourist and a Rezoning from R-1b (Single Family, Medium Density) to CL (Commercial- Low Intensity) for property located at 206 North Arnold Road (Parcel: 32920-000-000).**

Chairman Wakstein introduced the item and added the application to the record. All participants identified as affected parties were sworn in for testimony. **Ms. Chester** acknowledged all requirements of the application notices were satisfied. **Ms. Deese** was asked to call Jennings Act.

> Mr. Morehouse visited the property. Mr. Houk visited the property. Mr. Register visited the property. Mr. Painter drove by the property. Mr. Jones drove by the property. Mr. Coleman visited the property. Chairman Wakstein had nothing to disclose.

Jean Marie Downing, acting agent for the applicant, presented the application. She stated the highest and best use is not being used. She detailed the requirements for habitation of the dwelling as a requirement for a home-based business. Highway 79 has had an increase in development and traffic, the zoning should be reevaluated. She described the surrounding properties and the subject property as not having a neighborhood feeling that someone would reside in. Her client contemplated living at the property and conducting a business. Ms. Bonakdar did not feel comfortable living in the home with her two (2) small children and would not be able to have business signage. The property has been listed for sale or rent and was unsuccessful.

Ms. Chester presented the staff report. She explained the home-based business Florida statute. In speaking with the applicant, she did not desire to live in the home. If the property is rezoned to CL (Commercial- Low Intensity), there is less density, and an additional required buffer. Staff believes these requirements would be beneficial to the adjacent properties and supports the request.

Mr. Coleman asked for clarification of the current zoning for other properties along Highway 79.

Ms. Chester responded that two (2) parcels south of the subject parcel are residential, but the remaining parcels are commercial. The applicant is asking for CL which is a lesser of intensity.

Chairman Wakstein asked if this would be considered spot zoning.

Mr. Davis stated that the issue is the adjacent PUD (Planned Unit Development) and R-1b (Single Family, Medium Density) properties. There will be an orphaned parcel as one zoning category. It does not share the same zoning as any other property that surrounds it. Whether or not it is spot zoning is for the Board to decide.

Mr. Coleman asked if there is a specific requirement to zone parcels together.

Mr. Davis replied that the Board's job is to make sure it is consistent with surrounding properties. He referred to Ms. Chester's comments on the existing use and a home-based business and how that zoning designation works in practice. You are not legally required to make sure all properties are zoned together. Spot zoning is when one (1) property is subject to separate zoning laws from the surrounding zones. To avoid future challenges, try to group properties together by their use.

Chairman Wakstein called for any affected parties to speak at this time.

Christine McLaughlin, 250 Escanaba Street said she purchased her property in 1986 and the subject property abuts her side yard. She inquired what the buffer would be if the zoning request is approved. Ms. McLaughlin voiced her concerns about trespassers as well as possible plans for a dog grooming and boarding business.

Mr. Leonard responded that the buffer will be 20' with a canopy tree every 20' along the property line and a 6-8' solid faced fence. A kennel is not an allowed use in CL.

DRAFT

Mr. Davis explained that a home-based business must be within confines of the home, but CL could be outside.

Chairman Wakstein called for public comment at this time, there was none. He called for rebuttal by staff, affected party or the applicant.

Ms. Downing said she believes Ms. McLaughlin's concerns will be addressed by the fence requirement. The property abuts mixed use and that should address the spot zoning concern. Ms. Bonakdar cannot live in a home on such a busy street with small children.

Chairman Wakstein questioned the intended use.

Ms. Downing replied that at this point it would be a beauty salon, but if sold she would not know what the use would be.

Mr. Jones inquired if there would be a significant increase in property value.

Ms. Downing responded that she would think there would be a monetary benefit since the property has not been able to be sold or rented at this time.

Chairman Wakstein called for closing arguments at this time, there were none. He opened Board deliberation.

Mr. Houck thought all three (3) properties should proceed with rezoning so no there will not be an issue with spot zoning.

Mr. Coleman said since there is a small cluster of residential that the CL would be more in line of what the remainder of the Highway 79 corridor is zoned.

Chairman Wakstein stated that Highway 79 is now a commercial road. He prefers that everyone would come on board, but likes CL (Commercial- Low Intensity) better than CH (Commercial-High Intensity).

Mr. Painter asked if a change in zoning would change ingress and egress to the property and if there would be changes to the property tax rate.

Mr. Davis replied that Highway 79 is a state road, and they would dictate access control.

Mr. Leonard responded that sometimes that would put the property in a higher bracket, but the determination is made by the Property Appraiser. He then gave an example spot zoning as taking a residential neighborhood and making one parcel commercial.

Mr. Register questioned why this was not originally zoned differently.

Mr. Leonard responded that when the zoning took place there may have already been a residential structure on the property. At the time Highway 79 was two (2) lane road with lower traffic volume.

Mr. Coleman asked if rezoned to commercial would there an issue with the metal building that is about 6.5' from the rear lot line?

Mr. Leonard responded that it would have to be moved out of the buffer.

There was discussion about the possibility of requiring a specific fence height if rezoned.

Mr. Davis stated that development agreements can be made, but there are no conditions with rezonings.

Mr. Coleman made a motion to approve the Small-Scale Plan Amendment to change the Future Land Use Map designation from Single Family Residential to Tourist. It was seconded by Mr. Jones.

Mr. Morehouse	No	Mr. Houk	No	Mr. Register	No
Mr. Painter	No	Mr. Jones	Yes	Mr. Coleman	Yes
Chairman Wakstein	Yes				

DRAFT

ITEM NO. 7 Code Enforcement Update

Mr. Smith was not in attendance and there were no questions from the Board regarding the Code Enforcement report.

Chairman Wakstein thanked Mr. Register for his time with the Planning Board and wished him well on his future term with the City Council.

The meeting adjourned at 1:37 p.m.

DATED this _____day of _____, 2024.

_____
Josh Wakstein, Chairman

ATTEST:

_____
Melissa Deese, Secretary

DRAFT

Column

AFFIDAVIT OF PUBLICATION

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

Before the undersigned authority personally appeared Yuade Moore, 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 Display Ad (document upload) Notice in the matter of Notices 1st Reading of Ord 1645 and Ord 1646, was published on the publicly accessible website of FL, hosted by Column Software, PBC on
May. 14, 2024

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: VdbzuXQHwbrN6nlrR5aD
Publication Fee: $0.00

(Signed) Yuade Moore
as authorized signatory of Column Software, PBC

PAMELA BAEZ
Notary Public - State of Florida
Commission # HH 186700
Expires on October 14, 2025

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 05/16/2024

Notary Public
Notarized remotely online using communication technology via Proof.

Published in Bay County
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following ordinances shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and first reading at its regular meeting to be conducted at **9 A.M on THURSDAY, MAY 23, 2024**, 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. 1645

AN ORDINANCE AMENDING ORDINANCE 1688, KNOWN AS "THE 2021 AMENDED AND RESTATED CITY OF PANAMA CITY BEACH GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF SARA BONAKDAR TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM SINGLE FAMILY RESIDENTIAL TO TOURIST; DESIGNATING FOR TOURIST LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 0.203 ACRES; SAID PARCEL LOCATED AT 206 NORTH ARNOLD ROAD, PARCEL ID 32920-000-000; AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCELS FOR TOURIST LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

AND

ORDINANCE NO. 1646

AN ORDINANCE REZONING FROM SINGLE FAMILY RESIDENTIAL (R-IB) TO COMMERCIAL LOW INTENSITY (CL) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 0.203 ACRES; LOCATED AT 206 NORTH ARNOLD ROAD, PARCEL ID 32920-000-000, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

This meeting will be held at City Hall. The live meeting will be live-streamed on www.pcbfl.gov. All persons wishing to be heard on the adoption of this 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 or by phone at 850-233-5100 at least (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 or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL

BY: /s/ Lynne Fasone, City Clerk

PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH

IN RE: REQUEST FOR APPROVAL OF A SMALL-SCALE PLAN AMENDMENT TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM SINGLE FAMILY RESIDNETIAL TO TOURIST AND A REZONING FROM R-1b (SINGLE FAMILY, MEDIUM DENSITY) TO CL (COMMERICAL- LOW INTESNITY)

LOCATED AT 206 NORTH ARNOLD ROAD
PARCEL ID 32920-000-000

Submitted by Sara Bonakdar, Acting Agent Jean Marie Downing

ORDER DENYING SMALL-SCALE AMENDMENT AND REZONING

The CITY OF PANAMA CITY BEACH PLANNING BOARD having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on April 10, 2024, hereby sets forth the following Procedural History, Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. On March 5, 2024, the Applicant submitted a complete application (attached hereto as Exhibit "A") for a Request for a Small-Scale Amendment and Rezoning on Parcel 32920-000-000 in the Single Family Residential R-1b zoning district. The proposed site is approximately 0.203 acres.

2. The proposed rezoning consists of small-scale amendment to change the future land use map designation from single family residential to tourist and the rezoning from R-1b (single family, medium density) to CL (commercial, low density).

3. Planning Department Staff timely prepared and delivered a written report setting forth Staff's analysis of the request.

4. On April 10, 2024, the Planning Board held a properly advertised Quasi-Judicial hearing on the request.

5. The Planning Board received testimony from the Applicant regarding the proposed amendment and rezoning.

6. One adversely affected party spoke against rezoning based on the impact to the residential nature of the surrounding neighborhood.

7. There were no public comments regarding the proposed amendment and rezoning.

FINDINGS OF FACT

8. Based on the testimony of the City Planner, notice of the hearing was properly given and all procedural requirements met for the Planning Board to conduct the hearing.

9. The Property is bordered to the south and east by property zoned as R-1b. The Applicant testified that the neighboring property owners declined to join in the rezoning application and did not wish to be rezoned commercial.

10. The Planning Board finds that the surrounding residential properties would be negatively impacted by the split residential and commercial zoning resulting from granting of the application. The Applicant failed to show how the proposed plan amendment and rezoning would be consistent with the surrounding residential uses.

CONCLUSIONS OF LAW

11. The Planning Board recommended denial of the request 4 - 3.

12. Pursuant to Sections 10.04.03, 8.03.03(D) and 5.06.04 of the Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial hearing on this matter and make a recommendation to the City Council on whether the request should be granted.

THEREFORE, IT IS ORDERED AND ADJUDGED that the Small-Scale Amendment and Rezoning proposed in the Planning Board Application dated March 5, 2024, is and shall be hereby **RECOMMENDED FOR DENIAL.**

DONE this 20th day of May, 2024.

By: _____, Chairman
Josh Wakstein, Planning Board Chairman

ATTEST:
_____
Andrea M. Chester, Principal Planner

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mel Leonard, Building & Planning	May 23, 2024

3. REQUESTED MOTION/ACTION:

It is recommended that the City Council hold a first reading on the proposed ordinance, and determine if the item should proceed to a second reading provided that the ordinance for the associated Future Land Use Map Amendment is approved at its first reading.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Economic Development

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

The Applicant, Sara Bonakdar, applied to rezone her property located at 206 N. Arnold Road from Single Family Residential to Tourist. This would require an amendment to the City of Panama City Beach Comprehensive Growth Development Plan. The Planning Board considered the amendment request at its meeting on April 10, 2024, and recommended denial (4-3). Therefore, the Planning Board did not consider the request for rezoning. The Council is asked to consider the application for rezoning and render a final determination if the request to amend the future land use of the property is approved.

Ord 1646,Rezoning 206 N Arnold.first reading.pdf
Draft Rezoning Order.206 Arnold Rd N for Ord 1646.pdf
206 n arnold application.pdf
206 n arnold staff report.pdf
Planning Board Minutes 4.10.2024- Draft.pdf
Affidavit Ord 1645 and 1646.pdf
Order- 206 N Arnold Rd- Signed 5.20.2024.pdf

ORDINANCE NO. 1646

AN ORDINANCE REZONING FROM SINGLE FAMILY RESIDENTIAL (R-IB) TO COMMERCIAL LOW INTENSITY (CL) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 0.203 ACRES; LOCATED AT 206 NORTH ARNOLD ROAD, PARCEL ID 32920-000-000, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sara Bonakdar, the owner of real property designated herein, has initiated this ordinance by filing a petition praying that said real property, being more particularly described below, be rezoned from single family residential (R-1b) to commercial low intensity (CL); and

WHEREAS, this ordinance changes only the zoning map designations of the real property described herein; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on April 10, 2024, and recommended denial by a vote of 4-3; and

WHEREAS, after consideration of evidence adduced in properly advertised public hearings conducted on May 23, 2024, and _____, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and reasonable to accomplish a legitimate public purpose.

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

SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is rezoned from single family residential (R-1b) to commercial medium intensity (CL), to wit,

Lot 1, Block E, Gulf Highlands, according to the Plat thereof, recorded in Plat Book 8, Page 79, of the Public Records of Bay County, Florida.

and the City's Zoning Map is amended accordingly.

SECTION 2. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby 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 4. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 5. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 7. 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 of Ordinances, 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 8. EFFECTIVE DATE. This Ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____ 2024.

CITY OF PANAMA CITY BEACH

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

PLANNING BOARD OF THE
CITY OF PANAMA CITY BEACH

IN RE: **REQUEST FOR APPROVAL OF A SMALL-SCALE PLAN AMENDMENT TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM SINGLE FAMILY RESIDENTIAL TO TOURIST AND A REZONING FROM R-1b (SINGLE FAMILY, MEDIUM DENSITY) TO CL (COMMERICAL- LOW INTENSITY) LOCATED AT 206 NORTH ARNOLD ROAD PARCEL ID 32920-000-000**

Submitted by Sara Bonakdar, Acting Agent Jean Marie Downing

ORDER DENYING SMALL-SCALE AMENDMENT AND REZONING

The CITY OF PANAMA CITY BEACH PLANNING BOARD having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on April 10, 2024, hereby sets forth the following Procedural History, Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. On March 5, 2024, the Applicant submitted a complete application (attached hereto as Exhibit "A") for a Request for a Small-Scale Amendment and Rezoning on Parcel 32920-000-000 in the Single Family Residential R-1b zoning district. The proposed site is approximately 0.203 acres.

2. The proposed rezoning consists of a small-scale amendment to change the future land use map designation from single family residential to tourist and the rezoning from R-1b (single family, medium density) to CL (commercial, low density).

3. A neighborhood meeting was advertised and conducted on April 10, 2024. The applicant supplied evidence of compliance with Land Development Code regarding the neighborhood meeting.

4. Planning Department Staff timely prepared and delivered a written report setting forth Staff's analysis of the request.

5. On April 10, 2024, the Planning Board held a properly advertised Quasi-Judicial hearing on the request.

6. The Planning Board received testimony from the Applicant regarding the proposed amendment and rezoning.

DRAFT

7. One adversely affected party spoke against rezoning based on the impact to the residential nature of the surrounding neighborhood.

8. There were no public comments regarding the proposed amendment and rezoning.

FINDINGS OF FACT

9. Based on the testimony of the City Planner, notice of the hearing was properly given and all procedural requirements met for the Planning Board to conduct the hearing.

10. The Property is bordered to the south and east by property zoned as R-1b. The Applicant testified that the neighboring property owners declined to join in the rezoning application and did not wish to be rezoned commercial.

11. The Planning Board finds that the surrounding residential properties would be negatively impacted by the split residential and commercial zoning resulting from granting of the application. The Applicant failed to show how the proposed plan amendment and rezoning would be consistent with the surrounding residential uses.

CONCLUSIONS OF LAW

12. The Planning Board recommended denial of the request 4 - 3.

13. Pursuant to Sections 10.04.03, 8.03.03(D) and 5.06.04 of the Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial hearing on this matter and make a recommendation to the City Council on whether the request should be granted.

THEREFORE, IT IS ORDERED AND ADJUDGED that the Small-Scale Amendment and Rezoning proposed in the Planning Board Application dated March 5, 2024, is and shall be hereby **RECOMMENDED FOR DENIAL.**

DONE this _____ day of _____, 2024.

By: _____
Josh Wakstein, Planning Board Chairman

ATTEST:

_____
Andrea M. Chester, Principal Planner

DRAFT

CITY OF PANAMA CITY BEACH

Building and Planning Department
116 S. Arnold Road, Panama City Beach, FL 32413
850-233-5100 ext. 2429 **Fax: 850-233-5049**
Email: planningdivision@pcbfl.gov

REQUEST FOR REZONING

LDC Section 10.02.10

Application Submittal Requirements: LDC Section 10.02.01

Property Owner(s) Name: Sara Bonakdar

Address: 206 N Arnold Rd.

City: Panama City Beach State: FL Zip 32413

Email: Sarabonakdar@yahoo.com Telephone: (850) 532-7767 Cell: _____

Name of Acting Agent: Sara Bonakdar OR Jean Marie Downing (0239290)

Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner regarding the application and associated procedures. Attached to the application.

Parcel # of Property for Rezoning: 32920-000-000

Address/ Location of Property for Rezoning: 206 N Arnold Rd. Panama City Bch. FL, 32408

Present Zoning Designation R-1b Requested Zoning Designation CL

Application Submittal Requirements: LDC Section 10.02.02

Plan or Plat Preparer Name: Due South Surveying LLC

Address: 19211 PCB Pkwy. Box 146

City: Panama City Beach State: FL Zip 32413

Email: _____ Telephone: (850) 832-5955 Cell: _____

- ☑ Date of Preparation: 03/01/2024
- ☐ Date(s) of any modifications: _____
- ☑ Legal Description: (Consistent with the Required Survey) -please attach to application
- ☑ Survey (Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of 10 copies.
- ☑ A vicinity map showing the location of the property.
- ☑ Future Land Use Map designation for the property.

Deed Restrictions or Private Covenants apply to this property: ☑ /Yes (please attach copy) ○ No

Payment Fee:	
☑ Rezoning $900 ☑ Small Scale Amendment $1,500 ☐ Large Scale Amendment $2,100	Date Collected: 3/5/2024

The procedure for review of application is found in Sections 10.02.00 and 10.17.00 of the LDC.

Additional plans, documents, and reports as deemed necessary by the City Manager. Information required for the specific type of application, as specified in sections 10.02.03 through 10.02.07 as applicable. All site plans and plats shall be drawn to a scale approved by the City Manager.

APPLICANTS SIGNATURES:

Sara Bonakdar
Print Name of Applicant

Signature

Date: 03,05,2024

Print Name of Applicant

Signature

Date:

PROCEDURES:

Neighborhood Notice – LDC Section 10.03.02

A. When required by this LDC, the applicant shall provide Neighborhood Notice, by U.S. Postal Service certified mail return receipt requested. Within five (5) days after such mailing, the applicant shall provide sworn proof of mailing to the Building and Planning Department.

B. The applicant shall be responsible, as part of the application process for sending certified letters to surrounding property owners whose names and addresses are known by reference to the most recent ad valorem tax rolls of Bay County, giving notice of the requested action along with the date, time and place of the hearing. The form of the letter shall be approved by the City prior to mailing. Notice letters shall be sent to all owners of surrounding property lying in whole or in part within such distance of the boundary of the subject property as shall be specified in the applicable procedures.

Notice letters shall be sent to the following surrounding owners:

- **For Rezoning request a notice shall be sent to all such owners of property living in whole or in part within 300' feet of a boundary of the subject property.**

The Rezoning application must be submitted to the Building & Planning Department no later than twenty (20) days prior to the Planning Board meeting. The Planning Board will then place the request on the agenda to schedule the public hearing for the following month's Planning Board meeting.

C. The notice letter shall be mailed at least twenty (20) days prior to the hearing and proof of mailing shall be submitted to the City as part of the application. A good faith effort to mail notice to all such owners whose names and addresses are shown on a list generated by the Bay County Property Appraiser's automated mass appraisal system by that system referring to its cadastral (tax) map shall be conclusively deemed in compliance with the requirement to mail notice. Failure of any such owner to receive such notice, even if never mailed, shall not affect the jurisdiction of the board to consider the issue or validity of the board's decision.

D. Failure of such an owner to receive such notice shall not affect the jurisdiction of the decision-making entity to consider the application or the validity of such entity's decision.

Posted Notice – LDC Section 10.03.03

A. When required by the LDC, the Building and Planning Department shall post a sign on the property that is the subject of an application. The sign shall be located in a manner to ensure that it is visible on each portion of the subject property that fronts on a roadway.

B. The sign shall contain a copy of the notice required by section 10.03.02.

C. Failure to maintain or replace a sign properly posted shall not affect the jurisdiction of the decision-making entity to consider the application or the validity of such entity's decision.

D. Posted Notice may be removed after conclusion of the hearing of which notice is given or as specified or if neither or if neither of the forgoing apply, thirty (30) days after it is first posted.

Published Notice – LDC Section 10.03.04

When required by this LDC, the Building and Planning Department shall publish a notice in a standard size or tabloid size newspaper of general paid circulation in the City. The newspaper shall be of general interest and readership, not one of limited subject matter and shall be published at least five (5) days a week.

REQUEST FOR REZONING

LDC Section 10.02.10

APPLICANTS SIGNATURES:

Sara Bonakdar
Print Name of Applicant

X
Signature

X Date: 03/05/2024

Print Name of Applicant

Signature

Date:

CITY OF PANAMA CITY BEACH
PUBLIC NOTICE OF
SMALL SCALE AMENDMENT AND
REZONING REQUEST

The City of Panama City Beach Planning Board will consider the following request:

APPLICANT: Sara Bonakdar

ADDRESS/LOCATION: 206 N Arnold Rd.
Panama City Beach, FL 32413

This is being requested because, I am seeking a Small-Scale Amendment from Single Family Residential to Tourist and a Rezoning request from R-1b (Single Family, Medium Density) to CL (Commercial- Low Intensity. These changes would allow me to operate a small business.

MEETING INFORMATION:

Date: 04/10/2024

Time: 1:00 pm

Place: City Council Meeting Room
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

The applicant for this rezoning request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5100, ext. 2429.

City of
Panama City Beach

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

DATA AND ANALYSIS

I. **APPLICANT:** Sara Bonakdar – **ACTING AGENT:** Jean Marie Downing

II. **PROPERTY LOCATION:** Parcel ID# 32920-000-000 206 N. Arnold Road

III. **ZONING DISTRICT:** Single Family Residential – R-1b

IV. **REQUEST:** The request is for a Small-Scale Plan Amendment and Rezoning. The applicant is requesting a Future Land Use Map change from Single-Family Residential to Tourist Future Land Use designation and a Rezoning from R-1b to CL (Commercial-Low Intensity).

V. **REASON FOR REQUEST:** The subject parcel is located on N. Arnold Road and the owner would like to operate a small business from this location. The owner has explored the options of running a home-based business from this location under the guidelines of Florida Statute 559.955, but it requires a full-time resident to operate a home-based business and the owner does not wish to live at this location.

VI. **SITE EVALUATION:**

A. **IMPACT ON PUBLIC FACILITIES:**

1. **Transportation Facilities:**
Florida Department of Transportation (FDOT) recently completed a resurfacing from SR 79 from Back Beach Road to West Bay Bridge along with a new shared-use path on the westside of SR 79 from the existing sidewalk to Bay Parkway. Currently this roadway adjacent to the property is not over capacity.

2. **Sewer:**
The City wastewater treatment plant 1 provides Advanced Wastewater Treatment (AWT) quality effluent, with an accompanying wetlands effluent discharge system in a 2,900-acre facility containing 2,000 acres of receiving wetlands. Currently the operating permit allows 14 million gallons per day (MGD) maximum monthly average (10 MGD annual average) treatment and 14 MGD maximum monthly average disposal capacity. Monthly average plant flows for January 1, 2022, through December 31, 2022, ranged from 5.49 MGD to 11.24 MGD on a monthly average. The City's reclaimed water system has been in operation since 2006 and provided average flows between 1.03 MGD and 4.84 MGD of irrigation water per month during the CY2022, depending on the time of year and demands, to residential and commercial areas of the City.

Based on previous historic growth rates of wastewater generation, it is anticipated there will be a 4% yearly growth in wastewater generation within the City's service area (from Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City has planned for facilities to be upgraded to coincide with the increased demand. A site for a second wastewater treatment facility has been purchased and preliminary planning for the site has begun. Once completed, the second facility will provide additional capacity and will be interconnected with the existing system for enhanced reliability and load sharing.

3. **Potable Water:**
The City has a franchise from Bay County authorizing the City to provide water and sewer service to the incorporated City limits and unincorporated Bay County west of St. Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The term of the agreement is through 2042 and states that 26.4 million gallons per day (MGD) was available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year. The amount is currently up to 30.9 MGD.

The City receives the treated County water via two subaqueous transmission mains located near the Hathaway and State Road 79 bridges crossing St. Andrew Bay and West Bay. The water is stored in ground level tanks and re-pumped on demand to meet the City's water needs. The City's current available pumping and transmission capacity is approximately 27.8 MGD. The contract with the County has been designed to increase capacity by approximately 4% per year to continue to have capacity available for growth. Additionally, the City has two (2) 7-million-gallon storage tanks at its West Bay storage and pumping facility, and 2-, 4-, and 5-million-gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which provides the City an additional 25 million gallons of working reserve for peak season and file flow demands.

It is conservatively estimated the average citizen consumes 125 gallons per day for planning purposes. Daily water demand for January 1, 2022, through December 31, 2022, ranged from 10.6 MGD to 18.21 MGD on a monthly average, with an annual average of 14.06 MGD. The maximum single-day demand was 19.52 MGD. The County's projected available capacity to supply potable water to the City in 2022 was 30.90 MGD, leaving an excess monthly average capacity ranging from 12.68 MGD to 20.29 MGD with an annual excess of 16.84 MGD. The excess on a single-day maximum was 11.38 MGD.

The City has also implemented a reclaimed water utility system making highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaimed water system, it is estimated that 2% of total potable water consumption previously used by similar development will be replaced by reclaimed water in these new subdivisions.

B. SITE SUITABILITY:

1. **Wetlands:**
   According to the information supplied by Bay County GIS there are no wetlands located on the subject site.

2. **Plant and Wildlife Resources:**
   Information regarding natural resources is based on information from the Florida Natural Areas Inventory (FNAI), which is a non-profit organization administered by Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity. According to the maps furnished by FNAI the subject area does not appear to have any significant natural resources.

3. **Flood Zones:**
   According to information supplied by Federal Emergency Management Agency (FEMA), the site is in Flood Zone X, which are defined as areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood.

C. COMPATABILITY WITH SURROUNDING LAND USES:

Compatibility is generally defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable manner over time such that no use or condition is unduly negatively impacted directly or indirectly by another use of condition. The proposed zoning change of CL will be compatible to the parcels along N. Arnold Road, currently zoned CH. The adjacent property to the north is zoned PUD, without a master plan; the property abutting on the south is vacant and shares the same zoning, R-1b along with the abutting parcel to the east, but its driveway is located on Escanaba, within the Gulf Highlands subdivision.

If the applicant's rezoning request is granted the parcel would be rezoned from R-1b, Single-Family Residential to CL, Commercial-Low Intensity the maximum allowable height will remain the same, thirty-five (35) feet and the allowable density will decrease from 5.8 units per acre to 3 units per acre. Therefore, the rezoning would eliminate the possibility of any multi-family units developed due to the size of the lot. The possibilities for future development would be similar in character to the surrounding businesses along N. Arnold Road. Also, buffering requirements would be required for the property lines abutting any single-family residential use.

CONCLUSION:

Staff has reviewed the rezoning request and finds no objections to the request. The owner of the property expressed an interest in operating a home-based business from this location, but elects not to live at the location, which is required by home-based business definition. Staff feels the rezoning change would be less of an impact on the surrounding neighborhood due to the limited business development allowable on the parcel due to the size along with the required buffering standards that would apply for a commercial business abutting single-family residential use. The home-based business criteria outlined in F.S. 559.955 does not require any buffering, only that the

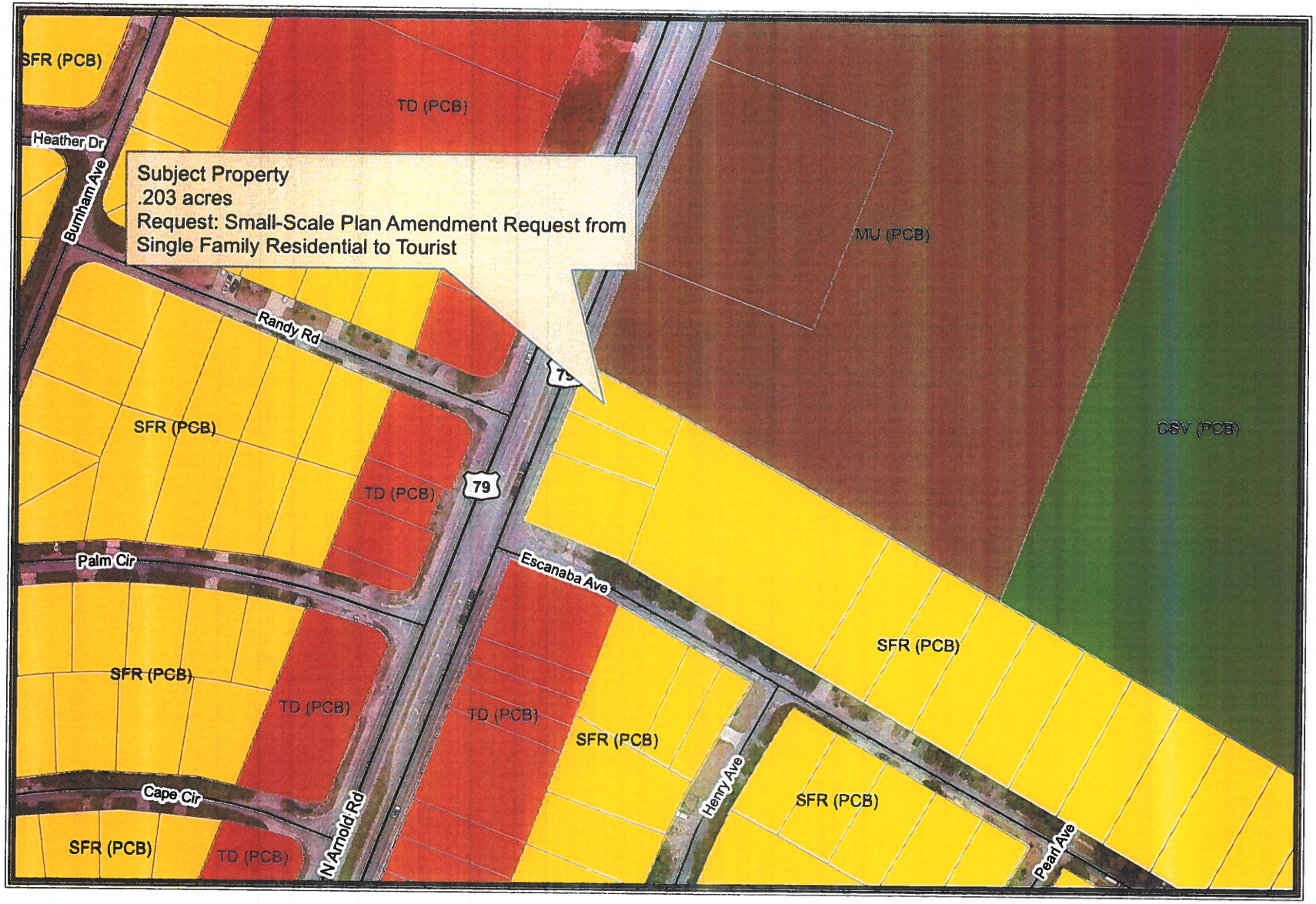
activity would be compatible and blend in with the surrounding properties. The parcel is located along N. Arnold Road and the surrounding parcels are zoned CH (Commercial High Intensity), but the request for a lesser commercial zoning will ensure any new operating business would not be a nuisance or have a negative impact on the Gulf Highlands neighborhood. Staff recommends an approval to City Council for the Small-Scale Amendment and Rezoning Request.

206 N. Arnold Road Rezoning Request

Prepared by The
City of Panama City Beach
Planning Department

206 N. Arnold Road Rezoning Request

206 N. Arnold Road Future Land Use Map Request



Prepared by The
City of Panama City Beach
Planning Department

CITY OF PANAMA CITY BEACH
PLANNING BOARD MEETING MINUTES
April 10, 2024
MINUTES TO THE REGULAR MEETING

The meeting was called to order by Chairman Wakstein at 1:00 p.m. and Ms. Deese was asked to call the roll. Members present were Mr. Painter, Mr. Jones, Mr. Coleman, Mr. Morehouse, Mr. Houk, Mr. Register, and Chairman Wakstein. Mr. Register led the Pledge of Allegiance.

ITEM NO. 3 Approval of the February 14, 2024, Planning Board Meeting Minutes

Chairman Wakstein asked if there were any comments or corrections to the meeting minutes. Mr. Coleman made a motion to approve. It was seconded by Mr. Morehouse. Ms. Deese called the roll.

Mr. Morehouse	Yes	Mr. Houk	Yes	Mr. Register	Yes
Mr. Painter	Yes	Mr. Jones	Yes	Mr. Coleman	Yes
Chairman Wakstein	Yes				

ITEM NO. 4 Public Comments – Non-Agenda Items

There were no public comments.

ITEM NO. 5 Xpress Materials LLC is requesting approval for a Large Conditional Use to operate as a heavy industrial use. The proposed development is approximately 8.12 acres, and the property is located at Beach Park Trail (Parcel: 38324-724-000).

Chairman Wakstein introduced the item, added the application to the record, and read aloud the proceedings for a quasi-judicial hearing. All participants identified as affected parties were sworn in for testimony. **Ms. Chester** acknowledged all requirements of the application notices were satisfied. **Ms. Deese** was asked to call Jennings Act.

> Mr. Morehouse visited the property. Mr. Houk visited the property. Mr. Register had nothing to disclose. Mr. Painter drove by the property. Mr. Jones had nothing to disclose. Mr. Coleman had nothing to disclose. Chairman Wakstein had nothing to disclose.

Jim Dombrowski, **Heidt Design Project Manager, and acting agent** presented the application. The height will be within the maximum allowed. The proposed plant meets the minimum required setbacks and exceeds the minimum lot area and width. Mr. Dombrowski described the proposed operating hours, buffers, and trip traffic. He said they will use new technology to address noise concerns. Water trucks will be on site to abate any dust problems.

Chairman Wakstein noted the application reflected an estimated 40-50 truckloads per day. He then inquired about the daily maximum capacity for the proposed plant.

Tony Bonner, **Xpress Materials, LLC owner** responded that max capacity is up to 200 truckloads.

Ms. Chester presented the staff report. It meets the requirements of M1 (Light Industry) zoning district for a heavy industrial use. The applicant supplied all required information. She does not believe the operating hours will affect the area zoned for residential due to their proximity. Ms. Chester noted that she drove by another plant and could not hear any noise when in her vehicle.

Mr. Leonard stated the location is about 1,200’ from the multifamily development not currently under construction and over 3,000’ from the existing Manistee Street neighborhood.

Chairman Wakstein read aloud the definition of an affected party. He called for affected parties, public comment, and rebuttal. There was none. He concluded the evidentiary portion of the hearing. He called for closing remarks. There were none. Board deliberation was opened.

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Mr. Coleman made a motion to approve the Large Conditional Use Request to allow Xpress Materials LLC to operate as a heavy industrial use. It was seconded by Mr. Painter.

Mr. Morehouse	Yes	Mr. Houk	Yes	Mr. Register	Yes
Mr. Painter	Yes	Mr. Jones	Yes	Mr. Coleman	Yes
Chairman Wakstein	Yes				

ITEM NO. 6 **Sara Bonakdar is requesting approval for a Small-Scale Plan Amendment to change the Future Land Use Map designation from Single Family Residential to Tourist and a Rezoning from R-1b (Single Family, Medium Density) to CL (Commercial- Low Intensity) for property located at 206 North Arnold Road (Parcel: 32920-000-000).**

Chairman Wakstein introduced the item and added the application to the record. All participants identified as affected parties were sworn in for testimony. **Ms. Chester** acknowledged all requirements of the application notices were satisfied. **Ms. Deese** was asked to call Jennings Act.

> Mr. Morehouse visited the property. Mr. Houk visited the property. Mr. Register visited the property. Mr. Painter drove by the property. Mr. Jones drove by the property. Mr. Coleman visited the property. Chairman Wakstein had nothing to disclose.

Jean Marie Downing, acting agent for the applicant, presented the application. She stated the highest and best use is not being used. She detailed the requirements for habitation of the dwelling as a requirement for a home-based business. Highway 79 has had an increase in development and traffic, the zoning should be reevaluated. She described the surrounding properties and the subject property as not having a neighborhood feeling that someone would reside in. Her client contemplated living at the property and conducting a business. Ms. Bonakdar did not feel comfortable living in the home with her two (2) small children and would not be able to have business signage. The property has been listed for sale or rent and was unsuccessful.

Ms. Chester presented the staff report. She explained the home-based business Florida statute. In speaking with the applicant, she did not desire to live in the home. If the property is rezoned to CL (Commercial- Low Intensity), there is less density, and an additional required buffer. Staff believes these requirements would be beneficial to the adjacent properties and supports the request.

Mr. Coleman asked for clarification of the current zoning for other properties along Highway 79.

Ms. Chester responded that two (2) parcels south of the subject parcel are residential, but the remaining parcels are commercial. The applicant is asking for CL which is a lesser of intensity.

Chairman Wakstein asked if this would be considered spot zoning.

Mr. Davis stated that the issue is the adjacent PUD (Planned Unit Development) and R-1b (Single Family, Medium Density) properties. There will be an orphaned parcel as one zoning category. It does not share the same zoning as any other property that surrounds it. Whether or not it is spot zoning is for the Board to decide.

Mr. Coleman asked if there is a specific requirement to zone parcels together.

Mr. Davis replied that the Board's job is to make sure it is consistent with surrounding properties. He referred to Ms. Chester's comments on the existing use and a home-based business and how that zoning designation works in practice. You are not legally required to make sure all properties are zoned together. Spot zoning is when one (1) property is subject to separate zoning laws from the surrounding zones. To avoid future challenges, try to group properties together by their use.

Chairman Wakstein called for any affected parties to speak at this time.

Christine McLaughlin, 250 Escanaba Street said she purchased her property in 1986 and the subject property abuts her side yard. She inquired what the buffer would be if the zoning request is approved. Ms. McLaughlin voiced her concerns about trespassers as well as possible plans for a dog grooming and boarding business.

Mr. Leonard responded that the buffer will be 20' with a canopy tree every 20' along the property line and a 6-8' solid faced fence. A kennel is not an allowed use in CL.

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Mr. Davis explained that a home-based business must be within confines of the home, but CL could be outside.

Chairman Wakstein called for public comment at this time, there was none. He called for rebuttal by staff, affected party or the applicant.

Ms. Downing said she believes Ms. McLaughlin's concerns will be addressed by the fence requirement. The property abuts mixed use and that should address the spot zoning concern. Ms. Bonakdar cannot live in a home on such a busy street with small children.

Chairman Wakstein questioned the intended use.

Ms. Downing replied that at this point it would be a beauty salon, but if sold she would not know what the use would be.

Mr. Jones inquired if there would be a significant increase in property value.

Ms. Downing responded that she would think there would be a monetary benefit since the property has not been able to be sold or rented at this time.

Chairman Wakstein called for closing arguments at this time, there were none. He opened Board deliberation.

Mr. Houck thought all three (3) properties should proceed with rezoning so no there will not be an issue with spot zoning.

Mr. Coleman said since there is a small cluster of residential that the CL would be more in line of what the remainder of the Highway 79 corridor is zoned.

Chairman Wakstein stated that Highway 79 is now a commercial road. He prefers that everyone would come on board, but likes CL (Commercial- Low Intensity) better than CH (Commercial-High Intensity).

Mr. Painter asked if a change in zoning would change ingress and egress to the property and if there would be changes to the property tax rate.

Mr. Davis replied that Highway 79 is a state road, and they would dictate access control.

Mr. Leonard responded that sometimes that would put the property in a higher bracket, but the determination is made by the Property Appraiser. He then gave an example spot zoning as taking a residential neighborhood and making one parcel commercial.

Mr. Register questioned why this was not originally zoned differently.

Mr. Leonard responded that when the zoning took place there may have already been a residential structure on the property. At the time Highway 79 was two (2) lane road with lower traffic volume.

Mr. Coleman asked if rezoned to commercial would there an issue with the metal building that is about 6.5' from the rear lot line?

Mr. Leonard responded that it would have to be moved out of the buffer.

There was discussion about the possibility of requiring a specific fence height if rezoned.

Mr. Davis stated that development agreements can be made, but there are no conditions with rezonings.

Mr. Coleman made a motion to approve the Small-Scale Plan Amendment to change the Future Land Use Map designation from Single Family Residential to Tourist. It was seconded by Mr. Jones.

Mr. Morehouse	No	Mr. Houk	No	Mr. Register	No
Mr. Painter	No	Mr. Jones	Yes	Mr. Coleman	Yes
Chairman Wakstein	Yes				

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ITEM NO. 7 Code Enforcement Update

Mr. Smith was not in attendance and there were no questions from the Board regarding the Code Enforcement report.

Chairman Wakstein thanked Mr. Register for his time with the Planning Board and wished him well on his future term with the City Council.

The meeting adjourned at 1:37 p.m.

DATED this _____day of _____, 2024.

_____
Josh Wakstein, Chairman

ATTEST:

_____
Melissa Deese, Secretary

DRAFT

Column

AFFIDAVIT OF PUBLICATION

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

Before the undersigned authority personally appeared Yuade Moore, 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 Display Ad (document upload) Notice in the matter of Notices 1st Reading of Ord 1645 and Ord 1646, was published on the publicly accessible website of FL, hosted by Column Software, PBC on
May. 14, 2024

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: VdbzuXQHwbrN6nlrR5aD
Publication Fee: $0.00

(Signed) Yuade Moore
as authorized signatory of Column Software, PBC

PAMELA BAEZ
Notary Public - State of Florida
Commission # HH 186700
Expires on October 14, 2025

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 05/16/2024

Notary Public
Notarized remotely online using communication technology via Proof.

Published in Bay County
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the following ordinances shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and first reading at its regular meeting to be conducted at **9 A.M on THURSDAY, MAY 23, 2024**, 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. 1645

AN ORDINANCE AMENDING ORDINANCE 1688, KNOWN AS "THE 2021 AMENDED AND RESTATED CITY OF PANAMA CITY BEACH GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF SARA BONAKDAR TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM SINGLE FAMILY RESIDENTIAL TO TOURIST; DESIGNATING FOR TOURIST LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 0.203 ACRES; SAID PARCEL LOCATED AT 206 NORTH ARNOLD ROAD, PARCEL ID 32920-000-000; AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCELS FOR TOURIST LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

AND

ORDINANCE NO. 1646

AN ORDINANCE REZONING FROM SINGLE FAMILY RESIDENTIAL (R-IB) TO COMMERCIAL LOW INTENSITY (CL) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 0.203 ACRES; LOCATED AT 206 NORTH ARNOLD ROAD, PARCEL ID 32920-000-000, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

This meeting will be held at City Hall. The live meeting will be live-streamed on www.pcbfl.gov. All persons wishing to be heard on the adoption of this 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 or by phone at 850-233-5100 at least (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 or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL

BY: /s/ Lynne Fasone, City Clerk

PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH

IN RE: REQUEST FOR APPROVAL OF A SMALL-SCALE PLAN AMENDMENT TO CHANGE THE FUTURE LAND USE MAP DESIGNATION FROM SINGLE FAMILY RESIDNETIAL TO TOURIST AND A REZONING FROM R-1b (SINGLE FAMILY, MEDIUM DENSITY) TO CL (COMMERICAL- LOW INTESNITY)

LOCATED AT 206 NORTH ARNOLD ROAD
PARCEL ID 32920-000-000

Submitted by Sara Bonakdar, Acting Agent Jean Marie Downing

ORDER DENYING SMALL-SCALE AMENDMENT AND REZONING

The CITY OF PANAMA CITY BEACH PLANNING BOARD having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on April 10, 2024, hereby sets forth the following Procedural History, Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. On March 5, 2024, the Applicant submitted a complete application (attached hereto as Exhibit "A") for a Request for a Small-Scale Amendment and Rezoning on Parcel 32920-000-000 in the Single Family Residential R-1b zoning district. The proposed site is approximately 0.203 acres.

2. The proposed rezoning consists of small-scale amendment to change the future land use map designation from single family residential to tourist and the rezoning from R-1b (single family, medium density) to CL (commercial, low density).

3. Planning Department Staff timely prepared and delivered a written report setting forth Staff's analysis of the request.

4. On April 10, 2024, the Planning Board held a properly advertised Quasi-Judicial hearing on the request.

5. The Planning Board received testimony from the Applicant regarding the proposed amendment and rezoning.

6. One adversely affected party spoke against rezoning based on the impact to the residential nature of the surrounding neighborhood.

7. There were no public comments regarding the proposed amendment and rezoning.

FINDINGS OF FACT

8. Based on the testimony of the City Planner, notice of the hearing was properly given and all procedural requirements met for the Planning Board to conduct the hearing.

9. The Property is bordered to the south and east by property zoned as R-1b. The Applicant testified that the neighboring property owners declined to join in the rezoning application and did not wish to be rezoned commercial.

10. The Planning Board finds that the surrounding residential properties would be negatively impacted by the split residential and commercial zoning resulting from granting of the application. The Applicant failed to show how the proposed plan amendment and rezoning would be consistent with the surrounding residential uses.

CONCLUSIONS OF LAW

11. The Planning Board recommended denial of the request 4 - 3.

12. Pursuant to Sections 10.04.03, 8.03.03(D) and 5.06.04 of the Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial hearing on this matter and make a recommendation to the City Council on whether the request should be granted.

THEREFORE, IT IS ORDERED AND ADJUDGED that the Small-Scale Amendment and Rezoning proposed in the Planning Board Application dated March 5, 2024, is and shall be hereby **RECOMMENDED FOR DENIAL.**

DONE this 20th day of May, 2024.

By: _____, Chairman
Josh Wakstein, Planning Board Chairman

ATTEST:
_____
Andrea M. Chester, Principal Planner

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mark Shaeffer, Utilities	May 23, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends Council approval of the proposed Task Order 2022-06 in the amount of $276,604.00 with McKim & Creed for engineering services associated with the preparation of an asset management plan for the City's wastewater collection and transmission system under the consultant's current Master Services Agreement for Professional Engineering Services for Wastewater Treatment Facilities; Reclaimed Water Storage and Pumping Facilities; Receiving Wetland Facilities; Regional Wastewater Pumping Stations(>300,000 GPD ADF); Wastewater and Reclaimed Water Transmission Mains Over 12" in Diameter dated August 17, 2022.

4. AGENDA:	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes Detailed Budget Amendment Attached: No
REGULAR AGENDA AND DISCUSSION / ACTION ITEMS	***6. IDENTIFY STRATEGIC PRIORITY:*** Financial Health Quality of Life

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

An asset management program is required under the terms of our current Consent Order, OGC No. 22-1926, with the Florida Department of Environmental Protection. The purpose of the program is to maintain the continued operation of the wastewater collection and transmission system. Product deliverables will be used for planning purposes in establishing service lives, future maintenance and replacement efforts, and associated funding requirements for the continued operation of the wastewater collection system (i.e. sewer piping and manholes), sewage pumping stations, and transmission mains in the future. Future repair and replacement funding forecasts will be provided for a 40-year planning horizon. This is an extensive process which is estimated to take approximately 133 calendar days to complete.

Res 24-134.McKim Creed.Task Order.Asset Management Plan.WW.pdf
McKim and Creed.MSA.Major Wastewater Reclaimed.Signed.pdf
2024-05-10 Letter to Mark Shaeffer - Wastewater Collection-Transmission System Asset Management Program Support.pdf
McKim & Creed Large WW TO2022-06_WW Collection & Trans Systems Asset Management Plan (DME Signed).pdf

RESOLUTION NO. 24-134

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH MCKIM & CREED, INC. FOR ENGINEERING SERVICES REQUIRED FOR THE PREPARATION OF AN ASSET MANAGEMENT PLAN FOR THE CITY'S WASTEWATER COLLECTION AND TRANSMISSION SYSTEM IN THE AMOUNT OF $276,604.00.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order No. 2022-06 to the Master Services Agreement with McKim & Creed, Inc., dated August 17, 2022, in the amount of Two Hundred Seventy-Six Thousand Six Hundred Four Dollars and No Cents ($276,604.00), 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.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of May, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH
MCKIM & CREED
RELATING TO
PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT FACILITIES, RECLAIMED WATER STORAGE AND PUMPING FACILITIES; RECEIVING WETLAND FACILITIES; REGIONAL WASTEWATER PUMPING STATIONS (>300,000 GPD ADF); WASTEWATER AND RECLAIMED WATER TRANSMISSION MAINS OVER 12" IN DIAMETER.

THIS AGREEMENT is made and entered into this 17th day of August, 2021, by and between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **MCKIM & CREED** ("Engineer").

PREMISES

WHEREAS, City desires to have Engineer assist City with professional engineering planning, modeling, design, permitting and construction administration services on a wide variety of general and specialized wastewater, reclaimed water and receiving wetland projects where at least 70% of the estimated scope is included in the thresholds listed in the title above. Incidental potable water engineering within the overall scope of the project is also included. This work will be for services including, but not limited to – a) modeling of the overall wastewater and reclaimed water system to determine current adequacy and future needs, b) engineering services related to renewal and expansion of the City's primary wastewater collection, pumping and transmission systems, and c) expansion and renewal of the City's current wastewater treatment and effluent facilities, d) expansion and renewal of reclaimed system high service pumping and storage facilities.

The projects shall meet the following criteria: a) related to City construction projects for which construction costs do not exceed $4,000,000, or b) For specific engineering projects or study activities when the fee for such professional engineering service does not exceed $500,000, or c) Related to City wastewater and reclaimed water facilities and improvements which are included in the Utility Departments then current Five (5) Year Capital Plan (collectively, the "Professional Services"); and

WHEREAS, the City desires to have three Engineers under independent, continuing master services agreements in order to have multiple firms to which to alternatively assign the tasks; and

WHEREAS, City desires to employ Engineer for those purposes upon the terms and conditions in this Agreement, and Engineer is desirous of obtaining such employment

Res. 22-62

has represented that it is qualified and competent to perform such services upon said terms and conditions.

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

1. SCOPE OF PROFESSIONAL SERVICES:

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

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

C. In the event the City elects to enter, and for so long as the City keeps open this Agreement and another master services agreement in materially the form of this Agreement with a different Engineering firm for the same Professional Services, the City shall assign specific tasks to Engineer and the other firms on a 1:1 alternating basis, but subject to equitable adjustments of assignments based upon the total City-generated workload in a rolling, 12 month average. The intent of the adjustments will be to keep the financial benefit of the work distributed between the firms as equal as may be practicable while still meeting the City's needs. Adjustments shall be made in the sole, unfettered discretion of the City, and Engineer agrees that if it objects to the rotation of tasks or any adjustment made by the City, its sole remedy shall be to terminate this Agreement subject to the provisions of Paragraph 7.

D. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Engineer to perform any services and nothing herein shall be

construed as entitling Engineer to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.

E. Engineer represents to City that it has expertise in the type of professional services that will be required. City's consent or approval of any services provided by Engineer in no manner or way will relieve Engineer of its obligations and duties hereunder. Additionally, City's consent or approval of any services of Engineer shall not constitute a waiver of any rights City may have pursuant to this Agreement or by law. Notwithstanding any consents or approvals by City, Engineer remains responsible for all defects, errors, omissions or inconsistencies in its services performed pursuant to this Agreement.

2. COMPENSATION AND PAYMENT:

A. The hourly rates and other factual unit costs to be used for determining compensation are set forth in Exhibit A, which is attached hereto and incorporated herein, and are to remain fixed, subject to adjustment only by the express prior written approval of City. Engineer's total compensation for the services authorized by any particular Task Order shall be set forth exclusively in that Task Order. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

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

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

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

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

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

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

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

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

1) Where a stipulated sum is specified, City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall submit monthly a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-incurred basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement certified by Engineer in form and detail reasonably acceptable to City.

3) If authorized under the applicable Task Order, reimbursable expenses reasonably incurred shall be included in the Engineer's monthly statement of services with such supporting documentation as may be reasonably required by Owner to substantiate the reimbursable expenses.

4) Notwithstanding anything in the Agreement or any Task Order to the contrary, City reserves the right to withhold payment to Engineer in part or in full to the extent reasonably necessary to protect City's interests.

5) Engineer shall be required to provide such supporting documentation for its invoice as may be required by City.

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

4. CITY'S RESPONSIBILITY: As reasonably requested by Engineer, City shall furnish Engineer with such existing data, plans, profiles, and other information available and useful in connection with the subject Task Order that is within City's possession and can be located, which shall be returned to City upon the completion of the services to be performed by Engineer, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by Engineer and the originals returned to City. Unless otherwise noted, the Engineer shall be entitled to rely upon the accuracy and completeness of any information supplied by the City.

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

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

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

C. Give prompt written notice to Engineer whenever the Utilities Director or his designated representative observes or otherwise becomes aware of any defects or changes necessary in the project.

6. ADDITIONAL SERVICES/CHANGES IN SCOPE:

A. As referenced in Section 2.C of this Agreement, City has retained the right to make changes to the scope of work authorized by any Task Order. Accordingly, from time to time, at City's option and in City's sole discretion, Engineer may be directed or authorized to perform additional services ("Additional Services") City deems necessary or convenient with respect to any particular Task Order that has been issued. Provided however, City will not be responsible for the costs of any Additional Services commenced by Engineer without City's express prior written approval or direction. If Engineer reasonably believes that any services required by City (including any changes directed by City) constitutes Additional Services, then Engineer shall provide prompt written notice to City of any such circumstance before commencing such services. In the event City disagrees with Engineer's notice of Additional Services and City directs Engineer to proceed with such services, Engineer must submit a written claim to City within seven (7) calendar days of City's directive to proceed. Failure to obtain either City's prior written approval for Additional Services or failure to submit a written claim within said seven (7) day period after being directed by City to proceed with services that Engineer believes constitutes Additional Services, waives Engineer's claim that it performed Additional Services and instead such services will be deemed to be part of the original services otherwise required of Engineer under the applicable Task Order. The compensation for Additional Services will be an amount mutually agreed upon or if the parties fail to reach agreement on the compensation then Engineer's compensation will be based upon the rates established in the attached Exhibit A and the actual time and out-of-pocket costs incurred by Engineer to provide such Additional Services as reasonably determined by City.

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

7. TERMINATION:

A. Either party hereto shall have the right and option to terminate this Agreement as set forth in this section. City shall have the right to terminate this Agreement and any Task Order in effect, in whole or in part, without cause upon seven (7) calendar days written notice to Engineer. Engineer shall have the right to terminate this Agreement in its entirety without cause upon ninety (90) calendar days written notice to City with respect to future services and work not already authorized under any particular Task Order; provided however, any services to be performed by Engineer under a previously issued Task Order shall proceed to completion unless otherwise expressly terminated by City. Nothing in this Section shall be construed to allow Engineer to terminate any Task Order previously issued and in effect prior to Engineer's notice of termination for convenience. In the event of a termination for convenience by City, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Engineer that are directly attributable to the termination. In the event of such termination

for convenience by Engineer, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination for work performed plus any withheld retainage. In no event shall Engineer be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on work not performed.

B. Engineer shall be considered in default of this Agreement and such default shall be considered cause for City to terminate this Agreement in whole or in part upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. If City determines that Engineer is in default, Engineer shall have seven (7) calendar days following receipt by Engineer of said written notice to remedy and cure the default. If such default is not remedied or cured by Engineer within those seven (7) calendar days, then City may terminate this Agreement in whole or in part. In the event of such termination by City, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination, plus any withheld retainage; provided, however, no such amounts shall be due and payable until such time as City determines its damages as a result of such default by Engineer. City has the right to off set all damages it suffers as a result of Engineer default from any and all amounts it may owe Engineer under this Agreement and any Task Order. Further, in the event such damages exceed the amount owed Engineer, Engineer shall pay City such excess within ten (10) days of Engineer's receipt of written demand from City for such excess amount.

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

D. If, after notice of termination of this Agreement or any Task Order or any portion of either by City as provided for in Section 7.B above, it is determined for any reason that City wrongfully terminated this Agreement or any Task Order or any portion of either or otherwise was not entitled to terminate for cause, then the notice of termination given pursuant to Section 7.B above shall be deemed to be the notice of termination for

convenience by City provided for in paragraph 7.A above and Engineer's remedies against City shall be the same as and limited to those afforded Engineer under Section 7.A above.

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

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon its execution by the parties, and shall continue thereafter for an initial term of 4 years or the completion of all outstanding Task Orders, whichever is later; provided, however, the term of this Agreement shall be amendable and renewable by City, at its sole discretion, for two consecutive extended terms of two years each, by written notice delivered to the Engineer at least 30 days prior to expiration of the current term.

9. INDEMNIFICATION:

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

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

attorneys' and expert fees, incurred by Engineer in providing a defense to City and its employees, but only to the extent of the City's culpability.

10. INSURANCE:

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

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

Coverage A - Worker's Compensation - Statutory
Coverage B - Employer's Liability - $100,000 each accident
- $100,000 each employee
- $500,000 policy limit for disease

2) General, Automobile and Excess or Umbrella Liability Coverage: Engineer shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

3) Commercial General Liability Coverage. Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

Engineer is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the CITY's acceptance of renovation or construction projects.

4) Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non

ownership use.

5) Excess or Umbrella Liability Coverage. Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

6) Additional Insurance. The City requires the following additional type of insurance:

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

- Hold Harmless

The CITY shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

- PROFESSIONAL LIABILITY/ERRORS OR OMISSIONS COVERAGE

The Successful Respondent shall maintain in full force for five years from the date of the completion of the last task under the party's agreement Project Specific Professional Liability Insurance with minimum limits of $1,000,000 per occurrence/ $3,000,000 annual aggregate.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

B. Certificates of Insurance: Prior to commencement of work on any Task Order, Engineer shall furnish to City original, current certificates of all insurance required by this agreement, providing thirty (30) days prior written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE

THEREOF, THE ISSUING COMPANY WILL DELIVER THIRTY (30) DAYS PRIOR NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." All insurance required by this agreement shall be taken out with insurers licensed to do business in Florida having an A.M. Best's rating of A-, or otherwise approved in advance in writing by City. If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with City at least 15 days prior to the renewal date. **Certificate Holder will be addressed as the City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the CITY is to be named as Additional Insured on General Liability and Business Auto.**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Engineer's obligation to fulfill the insurance requirements herein.

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

12. OWNERSHIP OF DOCUMENTS:

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

Engineer shall execute any additional documents required by City to further evidence this assignment. Engineer, at its own expense, may retain copies of the Project Documents for its files and internal use. Engineer shall not be liable for any use by City of the Project Documents to the extent they are modified without written approval of Engineer.

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

D. When transferring data in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Agreement. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The original hard copy of the documents containing the professional Engineer's seal shall take precedence over the electronic documents.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

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

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

C. Notwithstanding anything in this Agreement or any Task Order to the contrary, no interruption, interference, suspension or delay in the commencement or progress of Engineer's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Engineer of its duty to perform or give rise to any right to damages or additional compensation from City. Engineer expressly

acknowledges and agrees that it shall receive no damages for delay. In the event there are delays on the part of City or any applicable regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by Engineer or any other delays not due to the fault or neglect of Engineer, which delay the applicable schedule completion date, Engineer's sole remedy, if any, against City shall be an equitable extension of time for such delays. Provided, however, if the delay is solely due to City's fault of neglect and the services to be provided hereunder have been delayed for a total of ninety days, Engineer's compensation shall be adjusted only to reflect the actual incremental increase in out-of-pocket costs experienced by Engineer, if any, as a result of such delays. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

D. Engineer shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. Engineer agrees that its staff, subconsultants, and subcontractors who will perform any services for the project are subject to City's reasonable approval and must be identified in each Task Order. None of the staff, subconsultants, and subcontractors identified in a Task Order shall be removed or replaced by Engineer without City's prior written approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to City. Engineer is liable for all acts and omissions of its staff, subconsultants, and subcontractors.

14. STANDARDS OF CONDUCT:

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

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

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

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

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

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

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

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

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

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

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

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

24. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

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

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

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

e. **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, LYNNE.FASONE@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.**

25. EVERIFY: Engineer is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 and requiring all sub-contractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Engineer shall maintain a copy of such affidavit(s) for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Engineer, the Engineer may not be eligible for or awarded a City contract for a period of 1 year after the date of termination.

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

CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation

By: _____
Drew Whitman, City Manager

ATTEST:

_____
Lynne Fasone, City Clerk

MCKIM & CREED,
ENGINEER

By: _____
Its: Technical Director, Glenn P Halstead, PE

WITNESS
PRINT NAME: W. Brian Walker, PE

WITNESS
PRINT NAME: Jonathan Green, PE

EXHIBIT A

HOURLY RATE AND UNIT COST SCHEDULE

McKIM&CREED

Pensacola Office
2022 Schedule of Hourly Rates

Employee Classification	Per Diem Rates (Fee/Hour)
Engineering	
Principal	$295.00
Technical Group Director	$270.00
Engineering Manager	$260.00
Project Manager III	$225.00
Project Manager II	$205.00
Project Manager I	$180.00
Project Engineer IV	$205.00
Project Engineer III	$190.00
Project Engineer II	$155.00
Project Engineer I	$140.00
Engineer Intern	$125.00
Land Planner/Landscape Architect	$140.00
Sr. I&C Specialist	$170.00
I&C Specialist	$135.00
Designer IV	$145.00
Designer III	$130.00
Designer II	$120.00
Designer I	$105.00
Sr. CAD Technician	$90.00
CAD Technician	$75.00
Sr Project Administrator	$95.00
Project Administrator	$80.00
Administrative Assistant	$70.00
Construction	
Construction Administrator II	$125.00
Construction Administrator I	$105.00
Project Representative II	$115.00
Project Representative I	$90.00
Field Services	
Field Technician I	$85.00
Field Technician II	$115.00
Field Services Manager	$138.00

Employee Classification	Per Diem Rates (Fee/Hour)
Surveying	
Sr. Surveyor/Project Manager I	$140.00
Project Surveyor	$130.00
Sr. Survey CAD Technician	$108.00
Survey CAD Technician	$90.00
Survey Technician	$80.00
Survey Field Supervisor	$100.00
Project Coordinator	$110.00
Field Survey Party (One-Person Crew)	$80.00
Field Survey Party (Two- Person Crew)	$130.00
Sr. Field Survey Party ((Two-Person)	$190.00
Field Survey Party (Three-Person Crew)	$160.00
Sr. Field Survey Party (Three Person	$225.00
GPS Mapping 1 Person Crew	$80.00
GPS Mapping 2 Person Crew	$130.00
RTK/VRS GPS 1 Person Crew	$80.00
RTK/VRS GPS 2 Person Crew	$130.00
Subsurface Utility Engineering	
Utility Engineering Sr. Project Manager.	$217.00
Utility Engineering Project Manager	$182.00
Utility Coordinator I	$155.00
Utility Engineering Technician I	$77.00
Utility Engineering Technician II	$91.00
Utility Engineering Analyst	$103.00
Utility Engineering Specialist	$137.00
Utility Engineering Party (2 Person Crew)	$176.00
Geospatial Information Systems	
GIS Specialist	$115.00
GIS Technician II	$96.00
GIS Technician I	$77.00
LIDAR Field Technician	$91.00
LIDAR Technician I	$82.00
LIDAR Technician II	$110.00
LIDAR Technician III	$131.00
Photogrammetric Technician	$106.00
Photogrammetrist	$155.00
Hydrographic Surveying	
Hydrographic Specialist I	$93.00
Hydrographic Specialist II	$108.00

Rates are valid through December 31, 2022

McKIM&CREED

EXHIBIT B

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____ DATE _____, 202__

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND INFRASTRUCTURE SOLUTIONS, RELATING TO PROFESSIONAL ENGINEERING SERVICES FOR PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT FACILITIES, RECLAIMED WATER STORAGE AND PUMPING FACILITIES; RECEIVING WETLAND FACILITIES; REGIONAL WASTEWATER PUMPING STATIONS (>300,000 GPD ADF); WASTEWATER AND RECLAIMED WATER TRANSMISSION MAINS OVER 12" IN DIAMETER, dated _____, 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific professional appraisal tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

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

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____

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

____ a stipulated sum of $ _____; or

____ a stipulated sum of $_____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Allowance of $_____ for _____ , and

Allowance of $ _____ for _____; or

____ a fee determined on a time-involved basis with a maximum cost of $_____:

As set forth upon incorporated Attachment B, Fee Breakdown.

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in this section.

The parties agree that reimbursable expenses shall not exceed $_____.

Work shall begin on _____, 202___, and shall be substantially completed by_____, 202____. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

_____

_____

MCKIM & CREED,

By: _____
Its: _____
Date: _____

CITY OF PANAMA CITY BEACH, FL

By: _____
City Manager

ATTEST:

_____
City Clerk

Date: _____

RESOLUTION NO. 22-62

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE AND EXECUTE MASTER SERVICES AGREEMENTS FOR PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT FACILITIES, RECLAIMED WATER STORAGE AND PUMPING FACILITIES, RECEIVING WETLAND FACILITIES, REGIONAL WASTEWATER PUMPING STATIONS (>300,000 GPD ADF), WASTEWATER AND RECLAIMED WATER TRANSMISSION MAINS OVER 12" IN DIAMETER, WITH INFRASTRUCTURE SOLUTIONS, MOTT MACDONALD AND MCKIM & CREED.

WHEREAS, the City has solicited statements of qualifications from firms or individuals for professional engineering services for wastewater treatment facilities; reclaimed water storage and pumping facilities; receiving wetland facilities; regional wastewater pumping stations (>300,000 GPD ADF); wastewater and reclaimed transmission mains over 12" diameter. Services include, but are not limited to, professional engineering planning, modeling, design, permitting and construction administration services on a wide variety of general and specialized potable water utilities projects. Incidental wastewater and reclaimed water engineering within the overall scope of the project is also included; and

WHEREAS, ten firms responded to the RFQ; and

WHEREAS, a five-member evaluation committee individually reviewed the statements of qualifications; and

WHEREAS, based on the evaluations of the statements of qualifications, the committee ranked Infrastructure Solutions, Mott Macdonald and McKim & Creed, Inc. Nos.1, 2 and 3, respectively for purposes of entering negotiations for satisfactory contracts for this work.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized and directed to attempt to negotiate a Master Services Agreement for professional environmental engineering services I with **three** of the Firms in the following order of ranking:

First -	Infrastructure Solutions
Second-	Mott Macdonald
Third-	McKim & Creed
Fourth-	Kimley Horn
Fifth-	Barge Design; and

2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City Master Services Agreement in the general form attached, incorporated and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of each agreement shall be conclusive evidence of such approval, **provided however**, that individual tasks must be assigned to each firm by separate Task Order specifying the scope of the task and the manner and amount of compensation under the terms contained in the agreement, and **provided further** that each Task Order must be approved by the City Council or City Manager depending on the amount of compensation.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this 9th day December, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

M&C No. 234029

May 10, 2024

Mr. Mark Shaeffer, PE
Utilities Director
City of Panama City Beach
116 South Arnold Road
Panama City Beach, FL 32413

RE: **Wastewater Collection/Transmission System Asset Management Program Support**
Scope of Services and Fee

Dear Mark,

Attached is McKim & Creed's scope of services and fee proposal for assisting Panama City Beach with their wastewater collection and transmission system asset management program as outlined.

If you have any questions, or require additional information, please give me a call.

Sincerely,

David M. Eike, PE
Senior Project Manager

Attachment

cc: Glenn Halstead, PE
D. Patrick Jehle, Jr., PE
Nicholas Dierkes, PE

1206 North Palafox Street
Pensacola, FL 32501
(850) 994-9503

McKim & Creed, Inc.

Exhibit A – Scope of Services
Project: Wastewater Collection and Transmission System Asset Management Program Support
Panama City Beach, FL
May 10, 2024

Project Background

Panama City Beach (PCB) is currently required by Consent Order (OGC No. 22-1926) to develop a Capacity, Management, Operations and Maintenance (CMOM) and Asset Management (AM) Program designed to maintain the continued operation of the wastewater collection and conveyance system. The PCB wastewater collection system has approximately 170 sanitary sewer lift stations to be addressed in this work. Of these stations, approximately 150 are modern duplex style stations that are fairly new and in good condition; 10 are regional stations with critical roles; and 6 are older stations that are currently planned for replacement. To support the AM Program, PCB will develop an Asset Replacement Plan (ARP) to identify future Rehabilitation and Replacement (R&R) activities and associated funding requirements for the continued operation of the lift stations in the future.

Project Objectives

This scope of work is intended to meet PCB's regulatory requirements of maintaining operation of the lift stations through the generation of an ARP. The ARP will document the current operating conditions, provide recommendations for R&R and forecast funding needs for future budget planning. Work will be consistent with the EPA's *Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems* and EPA's *Asset Management: A Best Practices Guide*.

Project Scope

1. Project Administration

   A. Coordination and completion of a project kickoff meeting with PCB staff.

   B. Correspondence with PCB for coordination of schedules, work products, and activities of the project team.

   C. Preparation of monthly invoices for services in a format acceptable to PCB.

   D. Monthly progress meetings for status updates and coordination of project activities.

1206 North Palafox Street
Pensacola, FL 32501
850.994.9503

2. Data Collection

A. **Existing Data Review.** A request for available historical data will be submitted to PCB and will include the following:

1) A completed EPA CMOM Program Self-Assessment Checklist.

2) Existing asset inventory including spreadsheets, databases, and CityWorks Computerized Maintenance Management System (CMMS) export, as available.

3) GIS spatial data containing asset locations and attributes such as size, material, and year of installation.

4) SCADA data export for station alarms and tracking of lift station run times.

5) Flow information (as available) to help understand peak flows at lift stations.

6) Operations and maintenance (O&M) manuals and standard operating procedures (SOPs). This should include any general practices and procedures related to repairs or regular maintenance.

7) Historical financial data including past project budgets and depreciated values of capitalized assets. Unit costs for equipment and typical refurbishment activities (e.g. impeller replacements on submersible pumps) will be useful as well.

8) Work order histories as available.

B. **Create Asset Hierarchy.** An asset hierarchy will be created to organize pump station assets into appropriate categories for development of an asset inventory. This hierarchy will be designed to be imported into the CityWorks CMMS at a later date.

C. **Populate Lift Station Asset Inventory.** A preliminary asset inventory will be developed based on the provided asset information and hierarchy. The inventory will be populated with available attribute information and any relevant operations and condition data. The asset inventory will be used as the basis for future asset inventory and condition information gathering.

D. **Collection System and Force Main Asset Inventory.** A GIS inventory will be developed for the gravity and force main pipes based on the City's existing CAD database. The GIS inventory will include key attribute information such as pipe size, pipe material, and installation year. Where attribute data is not available, asset information will be based on record drawings and historical development trends to estimate attributes.

3. Facility Inspection

A. **Lift Station R&R Workshop.** A one-day workshop will be held with PCB operations staff to gather input on typical operations and known issues at lift stations. McKim & Creed will provide a team of electrical, mechanical, and structural engineers to attend the meeting and document relevant information. Data collected during this workshop will be used to inform R&R schedules and identify areas of focus for the condition assessment.

B. **Lift Station Visual Condition Assessment.** Following the staff interview workshop, McKim & Creed staff will conduct visual condition assessments of the 10 regional lift station assets identified by PCB. Conditions for the following asset types will be captured for each of the lift station components during this assessment:

- Pumps/Motors
- Wet Well, Valve Vaults
- Valving/Piping
- Electrical/Instrumentation
- SCADA
- Structural
- Site Improvements (fencing, driveway, signage, etc.)
- Generators
- Screening
- Grinders
- Flowmeters

For pumps and motors, asset-specific information collected from nameplate data will be documented as well.

Tablet-based survey forms will be used to collect all observation data and store the information in a centralized location. McKim & Creed will develop this form with the intent that it may be transferred to PCB staff for future asset data collection. Assets will be photographed and given a condition rating (1-5 scale) consistent with the International Infrastructure Management Manual (IIMM).

A technical memo will be provided documenting the observations and recommended improvements resulting from this assessment.

4. Pipes Risk-Based Evaluation

A. **Pipes R&R Workshop.** A workshop will be held with PCB operations staff to gather input on typical operations and known issues within the gravity and force main systems. This workshop will address typical maintenance activities, asset life duration, preferred rehabilitation methods, areas with known issues and available resources. Data collected during this workshop will be used to inform R&R schedules and identify areas of focus for the condition assessment.

B. **Criticality Models for Collection System Pipes.** McKim & Creed will develop criticality models for collection system pipes that will identify the most critical pipe assets and can be used to focus resources on assets that have the highest risk

of failure. Two separate models will be developed: one for force mains and one for gravity sewer pipes.

1) Gravity Sewer Pipe Criticality Model.

The gravity sewer pipe criticality model will be developed as follows:

- Develop consequence and likelihood of failure criteria for collection system pipes collaboratively with City staff in a workshop.
- Determine criticality for each pipe asset based on consequence and likelihood of failure criteria. The criteria will be applied using a GIS-based analytical tool.
- Based on the results of the criticality model, develop a prioritized list of candidate capital projects necessary to mitigate risk at the most critical assets.
- Verify that the criticality framework is compatible with CMMS to allow for future use of the asset criticality ratings within the CMMS.

2) Sewer Force Main Criticality Model

The force main criticality model will be developed as follows:

- Develop consequence and likelihood of failure criteria for force mains collaboratively with City staff in a workshop.
- Determine criticality for each pipe asset based on consequence and likelihood of failure criteria. The criteria will be applied using a GIS-based analytical tool.
- Based on the results of the criticality model, develop a prioritized list of candidate capital projects necessary to mitigate risk at the most critical assets
- Verify that the criticality framework is compatible with CMMS to allow for future use of the asset criticality ratings within the CMMS

The outcome of this process is a risk-ranking of assets that can be used to prioritize condition assessment activities, operations and maintenance activities and risk-reduction capital projects (such as rehabilitation or capacity enhancements). Criticality ratings can also be used to determine the timeframe of corrective actions. McKim & Creed will prepare and submit a Technical Memorandum documenting the criticality models and deliver the models in a workgroup meeting.

5. Rehabilitation and Replacement Planning

A. **Lift Station Risk Prioritization.** A risk-based criticality evaluation will be performed for PCB's inventory of 170 lift stations and used to inform specific management strategies. To facilitate the prioritization of these stations, a risk-based approach will be used to rank stations by how critical they are to the continued operation of the system. At a minimum, criteria to be considered in this evaluation include:

- Work order history
- Lift station loading (i.e. run times)
- Asset condition
- Service to critical customers
- Tributary lift stations

The criteria will be used to calculate a Likelihood of Failure score (i.e. how likely the station is to fail), Consequence of Failure score (i.e. what happens when the station fails), and a Total Risk score. These scores will then be used to group lift stations into categories with similar management strategies. For example, an aggressive strategy with accelerated maintenance schedules and contingency response plans may be needed for lift stations with a higher Consequence of Failure score.

B. **Useful life estimates and replacement costs.** Planning level estimates of expected useful lives and replacement costs will be developed by McKim & Creed for asset types described in Task 3. Useful life estimates will be based on guidance provided by American Water Works Association (AWWA) and the Institute of Asset Management (IAM).

Future funding estimates will incorporate feedback from the staff interview and historical costs from financial data. Where gaps in financial data exist, McKim & Creed staff will provide planning-level costs for replacement of in-kind equipment. The output of this task will be a table documenting the cost and timing for all major significant R&R activities associated with the lift stations. Incidental R&R activities may be captured as a small percentage of the overall asset replacement value.

Costs will be provided in current dollars and are intended to represent the total cost of a replacement project, including indirect costs. McKim & Creed will coordinate with PCB staff to determine how escalating costs should be incorporated into the future funding evaluation.

C. **R&R Project Identification.** R&R projects will be identified and grouped using the results of the lift station risk prioritization, condition assessment, and useful life estimates. Generally, projects will be defined as replacement in-kind of existing assets that are at the end of their useful lives. For lift stations with more aggressive management strategies, separate projects may be generated to mitigate specific risks. Project recommendations resulting from the condition assessment task will be incorporated as well. Where system-wide projects with high capital costs are anticipated, such as with replacement of an obsolete technology, stations will be prioritized in the rehabilitation schedule according to their respective management strategies.

A table of projects, planning budgets, and schedule will be developed under this task and used as an input to forecast funding needs.

D. **Provide R&R funding needs forecasts.** Future R&R funding needs forecasts will be provided for a 40-year planning horizon. Future funding forecasts will be based on expected R&R costs (in current dollars) for each asset. Specific R&R

projects will be added to the forecast and supersede asset specific costs (e.g. pump does not need to be replaced if whole lift station is replaced).

E. **Review potential funding scenarios.** McKim & Creed will review up to three potential funding scenarios to address needs during the 40-year planning horizon. This will include a combination of funding sources such as PAYGO, bond issuances, and grant funding.

6. Asset Replacement Plan (ARP) Documentation

A. **ARP and Workshop**. An ARP will be developed to capture the conditions, useful life calculations, R&R costs, and improvements recommendations for the lift stations. Future funding needs and financing scenarios to meet those needs will be provided for budget planning. Following the draft submittal of the ARP, a workshop will be conducted with PCB staff to review the recommendations and financing scenarios.

B. **Data deliverable.** Asset data collected during this project will be provided to PCB in an acceptable format for import into CityWorks CMMS (or other if desired).

PCB Responsibilities

It is agreed that PCB will have the following responsibilities under this project:

1. PCB to provide access to lift station facilities for condition assessments. Attendance by Operations and Maintenance staff during condition assessments will be needed to better understand how equipment is typically operated.

Project Schedule

Task	Task Duration (Calendar Days)	Total Contract (Calendar Days)
Notice to Proceed	1	1
Project Administration	Ongoing	Ongoing
Data Collection	14	15
Facility Inspection	14	29
Risk Evaluation/Rehabilitation and Replacement Planning	77	106
Asset Replacement Plan Documentation	27	133

Assumptions/Exclusions

- PCB will complete the EPA CMOM Program Self-Assessment Checklist prior to Notice to Proceed.
- The Lift Station R&R Workshop and the Pipes R&R Workshop will be held on the same day (morning/afternoon, back-to-back, or concurrently).
- Field condition assessments are limited to the 10 lift station sites and their appurtenances mentioned previously.

- Inspections of assets are expected to be performed without the need of special equipment or confined space permits.
- PCB staff are to operate the assets as needed; McKim and Creed will not operate any PCB assets.
- PCB will provide access to the assets to be evaluated.
- In cases where original installation attributes (such as install year) are not available, assumed values will be developed based on consultation with PCB.
- Deliverable review comments to be provided by PCB within 2 weeks of submittal. Two rounds of comment review are assumed for scope.
- Schedule assumes availability of applicable PCB staff.
- Design services are not included in scope.

Budget

A breakdown of fees is provided in Attachment A.

Attachment A - Project Cost Summary:

Phase 1 – Project Administration		$25,014
Phase 2 – Data Collection		$35,456
Phase 3 – Facility Inspection		$19,632
Phase 4 – Pipes Risk-Based Evaluation		$55,860
Phase 5 – Rehabilitation & Replacement Planning		$100,740
Phase 6 – Asset Replacement Plan Documentation		$39,902
	Project Total	$276,604

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2022-06 DATE _____, 2024

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND MCKIM & CREED, RELATING TO PROFESSIONAL ENGINEERING SERVICES FOR PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT FACILITIES, RECLAIMED WATER STORAGE AND PUMPING FACILITIES; RECEIVING WETLAND FACILITIES; REGIONAL WASTEWATER PUMPING STATIONS (>300,000 GPD ADF); WASTEWATER AND RECLAIMED WATER TRANSMISSION MAINS OVER 12" IN DIAMETER, dated August 17,, 2022, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific professional engineering tasks set forth upon incorporated Attachment A, Scope of Services, relating to an Asset Management Plan for the City's Wastewater Collection and Transmission Systems.

Engineer's compensation shall be paid in monthly installments as specified in the Agreement. Engineer's total compensation for the services to be provided under this Task Order shall be determined as follows:
Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____
Engineer's total compensation shall be (check one):
X a stipulated sum of $276,604.00; or
_____ a stipulated sum of $_____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of $_____for Geotechnical Engineering, and
Allowance of $_____for Land Surveying ; or
____ a fee determined on a time-involved basis with a maximum cost of $_____:
As set forth upon incorporated Attachment B, Fee Breakdown.
If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in this section.
The parties agree that reimbursable expenses shall not exceed $___N/a_____.

Work shall begin on May 24, 2024, and shall be substantially completed by October 4, 2024. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.
Upon execution of this Task Order by both Engineer and City, Engineer is directed to proceed.

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

Witness:
_____

_____

MCKIM & CREED,

By: _____
Its: SENIOR PROJECT MANAGER
Date: 14 MAY 2024

CITY OF PANAMA CITY BEACH, FL

By: _____
City Manager
Date: _____

ATTEST:
_____
City Clerk

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Holly White, Administration	May 23, 2024

3. REQUESTED MOTION/ACTION:

Authorize by motion the approval of the proposed position and job description for an administrative support specialist position for the City Council and City Clerk, and approve Resolution No. 24-135 authorizing the related budget amendment.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life

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

Growth, the expansion of services, and an increase in requests from the public for interactions with elected officials has resulted in increased service demands and responsibilities for City staff. The City Clerk currently supports the elected officials, the City Manager, and the Assistant City Manager in scheduling appointments, purchasing supplies, travel requests, and maintaining calendars. The creation of a part-time administrative support specialist to perform the less complex tasks in support of the Council and senior management would free up the City Clerk's time to deal with more complex matters such as agenda preparation and records management. Additionally, this position would provide much needed backup to the City Clerk during the lunch hour and for temporary absences such as vacations and attendance at continuing education conferences.

Duties and responsibilities proposed for this position are fully described in the attached job description. This position is a pay grade 102 in the City's current plan with a range from $36,379 to $56,388. A budget amendment is attached which assumes a maximum number of hours worked per week of 30 for the balance of FY 2024. Funding to support this position will be included in future budgets.

Staff recommends approval.

Res 24-135.City Council PT Admin Support Specialist.BA25.pdf
Administrative Support Specialist PT City Council.City Clerk.JobDescription.pdf
FY 2024 BA #25.pdf

RESOLUTION NO. 24-135

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE ADDITIONAL FUNDS FOR A PART-TIME ADMINISTRATIVE SUPPORT SPECIALIST FOR THE CITY COUNCIL AND CITY CLERK.

BE IT RESOLVED that the following budget amendment #25 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, to appropriate funding for the addition of a part-time administrative support specialist for the City Council and City Clerk, as shown in and accordance with the **attached** and incorporated Exhibit A.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of May, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

Administrative Support Specialist – Part Time

City Council/City Clerk

JOB SUMMARY

This position is responsible for providing administrative and clerical support to members of the City Council and the City Clerk.

MAJOR DUTIES

- Provides administrative and clerical support to members of the City Council and the City Clerk.
- Performs support functions such as data entry, typing, filing, reviewing, and processing paperwork. Assumes the responsibility for correct spelling, punctuation, grammar, and format. May translate communications or documents.
- Schedules meetings, appointments, and activities. Arranges travel and maintains records of travel expenses.
- Assists with the coordination of meetings, workshops, and other events, which may include managing catering orders, set-up, and clean-up. Some evenings/weekends may be required.
- Assists with reviewing incoming mail (paper and electronic), drafts routine responses and directs inquiries made in person, email, or telephone to appropriate individuals for response.
- Files and retrieves information as needed; scans and prepares photocopies of various documents as required.
- Receives payments, receipts, and records payments.
- Establishes and maintains a variety of tangible files, including but not limited to, correspondence, contact lists, forms, cards, receipts, reports, and records; maintains logs and spreadsheets.
- Operates various standard office equipment, such as, multi-line phones, photocopier, calculator, facsimile, transcriber, computer, printer, and various software programs such as Microsoft Outlook, Word, Excel, and Adobe Acrobat.
- Develops and maintains reference manuals, including program processes and procedures of office operations.
- Adheres to all applicable Federal and State safety laws, rules and regulations and City policies and

procedures.

- Assists in providing responses to public records requests by copying, scanning, filing, and disposition. Assists with the handling and retention of City records.
- Provides administrative back-up functions for the City Clerk in her absence.
- May prepare and/or assist in the preparation of City Council minutes and agendas.
- May assist in maintaining the agenda software system, including production and distribution of City Council agenda packet.
- May be required to manage confidential matters and materials.
- Performs other related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of City and department policies and procedures.
- Knowledge of basic mathematics, grammar, punctuation, spelling, vocabulary, and formatting.
- Skill in the use of standard office equipment, computer equipment and software, including Microsoft Outlook, Word, Excel, and Adobe Acrobat.
- Skill in accurately maintaining files and records.
- Skill in customer service.
- Ability to listen well and effectively communicate orally and in writing with various audiences.
- Ability to maintain appropriate keyboard skills necessary for successful performance.
- Ability to understand and apply City policies and procedures.
- Ability to prioritize work and meet deadlines.
- Ability to compile information and prepare detailed reports.
- Ability to solve non-routine problems that may arise.
- Ability to establish and maintain effective working relationships.

SUPERVISORY CONTROLS

The City Clerk, in consultation with the City Council, assigns work in terms of department goals and objectives. The City Clerk reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include the City Charter, City ordinances and resolutions, open meetings and open records laws, election law, ethics guidelines, and City and department policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied clerical and administrative duties. The variety of tasks to be performed and the need to balance the needs of a variety of constituents contribute to the complexity of the work.

- The purpose of this position is to provide administrative support to members of the City Council and the City Clerk. Successful performance contributes to the efficiency and effectiveness of a variety of City functions and operations.

CONTACTS

- Contacts are typically with coworkers, other City employees, elected and appointed officials, representatives of other municipal governments, attorneys, vendors, representatives of community organizations, business leaders, candidates for election, and the public.

- Contacts are typically to exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- While performing the essential duties of this job, the employee is required to talk, hear, stand, reach, finger, perform repetitive motions, and perform light lifting. The employee is required to have close visual acuity. The work is typically performed while sitting at a desk or table. The employee occasionally lifts and carries moderately heavy objects, up to 40 pounds.

- The work is typically performed in an office setting, mostly sedentary, while sitting at a desk or table.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- High school diploma or GED.

- Two years of experience in providing administrative support, including sufficient experience to understand the basic principles of organization, time management, and communication.

- Notary Public for the State of Florida.

- Experience in a municipal government preferred.

- Equivalent combinations of education and experience may be considered.

EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the job description and certify that I meet the qualification requirements stated herein and I can perform the essential duties and responsibilities of this position. I acknowledge that in addition to the duties outlined above I may be required to perform additional duties.

_____ _____

Signature Date

*** These are intended only as illustrations of various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

CITY OF PANAMA CITY BEACH

BUDGET TRANSFER FORM BF-10 **BA#** **25**

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-1100-511.13-10	Salaries Other	-	8,250	8,250
TO	001-1100-511.21-10	Matching FICA	11,800	630	12,430
TO	001-1100-511.52-10	Operating Supplies	20,000	2,000	22,000
FROM	001-8100-999.96-00	Reserves Available for Expenditures	20,678,806	(10,880)	20,667,926
		Check Adjustment Totals:	20,710,606	-	20,710,606

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funding from available reserves for a part-time city council assistant

FINANCE REVIEW: _____

RESOLUTION #: _____

DATE: _____

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Holly White, Parks & Recreation	May 23, 2024

3. REQUESTED MOTION/ACTION:

Discuss and direct staff, by motion, on whether to move forward with construction of a skatepark at Frank Brown Park, consider alternative amenities, or other direction.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life
Attractive Community

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

On April 11, 2024, the City Council passed Resolution No. 24-122 which authorized Staff to negotiate a contract with New Line Skateparks FL Inc. for the construction of a skatepark at Frank Brown Park.

The conceptual designs presented in that submittal are estimated to cost $1.4 million dollars. As such, the contract presented by New Line is for that amount. Should Council desire to reduce the scope of the work by eliminating extended landscaping, lighting, shade structures, etc., New Line estimates that the cost to build the basic skatepark structure and basic landscape remediation as presented in their conceptual drawings will be approximately $1 to $1.1 million dollars.

Additionally, Staff was requested to provide information regarding the potential for pickleball courts to be located on the proposed skatepark site. Attached is a drawing indicating that potentially up to nine (9) pickleball courts could be constructed at the site currently under consideration for a skatepark. Also included with the drawing is an internal estimate by Parks and Recreation Staff of the cost to construct these pickleball courts. It should be noted that a peripheral drainage system may be required to implement this conceptual drawing to drain surface and subsurface water away from the court system. The cost of such a drainage system is unknown at the present time but would increase the estimated project cost developed by Staff.

Staff needs Council to determine what amenity, if any, is desired at the proposed skateboard park location per the adopted Frank Brown Park Master Plan. Should the Council desire to move forward with the skatepark then staff would bring a Resolution for contract approval with New Line in the amount of $1,400,000.00, authorize the necessary budget amendment, and authorize the use of ARPA funds at the June 13, 2024 meeting.

Alternatively, Council could choose to direct Staff to negotiate an alternative cost for the skatepark, request full costing for pickleball courts or some other desired amenities, or do nothing at the present time.

New Line Skate Parks Submittal Response.pdf
Pickleball use of Pad by Miracle League 9-Court.pdf



CITY OF PANAMA CITY BEACH

RFQ PCB 25-25: SKATEPARK DESIGN-BUILD SERVICES

NEWLINE SKATEPARKS

NEW LINE SKATEPARKS FL, INC
#1, 137 WEST MARION AVE, EDGEWATER FL, 32132
T 1.866.463.9546 F 604.530.1119
WWW.NEWLINESKATEPARKS.COM
INFO@NEWLINESKATEPARKS.COM

MARCH 13th, 2024

NEWLINE SKATEPARKS

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Required Forms Attached Separately

EXECUTIVE SUMMARY

RE: PCB25-25 RFQ - SKATEPARK DESIGN-BUILD SERVICES

Thank you for considering our team for modern skatepark development assistance. We believe this project will be an excellent investment in the youth and families of Panama City Beach and a welcome addition to the community.

We are pleased to submit our proposal for design-build services. **New Line Skateparks FL, Inc (Lead Designer, Professional Engineer and General Contractor)** is proud to offer a unique combination of focused local resources and internationally renowned skatepark development expertise capable of addressing the full suite of needs for this project, its stakeholders and the City of Panama City Beach (CPBC). While our skatepark experience spans 23 + years, 4 continents and more than 450 projects, our 'heart' and focus remains in Florida, where our team lives, works and plays. We have been careful to monitor our company growth and workload over the last two decades and offer our full confirmation that our team (~75 full time staff) has the availability, licensure/ certifications, and specialized resources required to execute this special community project within the important design-build parameters outlined. In short, this project will have the full breadth of our capabilities, experience and passion!

For the project at hand, we are excited about the prospect of employing our unique skill, experience, and resources as a proven team to deliver significant efficiencies and unsurpassed quality throughout the development process. With our pioneering work on many of the world's most recognized concrete youth park facilities, coupled with our extensive skatepark design and construction work in the area *(most recently our design-build of the Downtown Panama City Skatepark)*, we will approach this project with exceptional understanding and a heightened ability to navigate through the community outreach process, technical issues, municipal protocol, and local construction environment. While still preserving meaningful opportunities for local suppliers to participate in non-specialty construction scopes, ***Our team will self-perform all key skatepark design, engineering and specialty concrete construction undertakings, and serve as the single point of accountability for the CPCB - ensuring full design continuity and complete quality + cost control throughout all phases of the project.***

Within this RFP submission you will find detailed information about our team including our previous project experience, key staff, proposed approach and value-added offerings. We are aware of this project's unique site and important community engagement considerations, and are excited about the prospect of delivering a highly integrated and accessible "all wheel" skatepark environment that will truly enhance Frank Brown Park and serve as a celebrated destination for Panama City Beach youth, families and visitors from across the region.

Please see the following two pages for specific information related to our corporate structure, history and State licenses. Upon review of our entire submission, don't hesitate to contact us should you have any questions or comments. Our team is prepared to begin work immediately and will proceed through each project phase upon approval from CPCB.

Sincerely,

Kyle Dion
President and Primary Contact - New Line Skateparks FL, Inc
#1, 137 West Marion Ave, Edgewater FL, 32132 (US Head Office)
T 1.866.463.9546 F 604.530.1119
info@newlineskateparks.com
Support Offices: San Diego CA, Langley BC

NEWLINE
SKATEPARKS

CORPORATE INFORMATION



State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of NEW LINE SKATEPARKS FL, INC., a Florida corporation, filed on March 30, 2017, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H17000087616. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

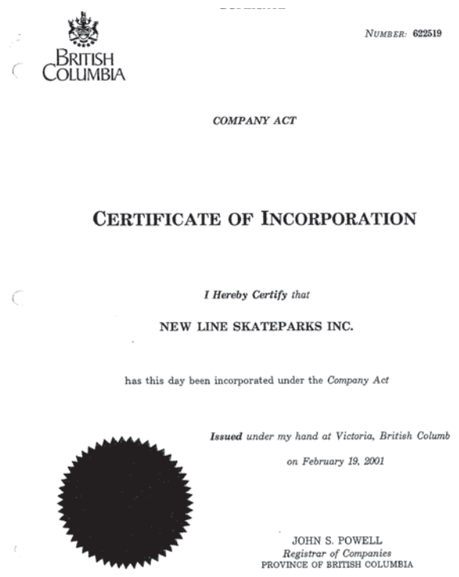
The document number of this corporation is P17000028931.

Authentication Code: 117A00006222-033117-P17000028931-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirty-first day of March, 2017

Ken Detzner
Secretary of State

New Line Skateparks FL, Inc
(Contracting Entity For Project at Hand)
Year Incorporated: 2017
Sate Incorporated: Florida
President: Kyle Dion



BRITISH COLUMBIA

NUMBER: 622519

COMPANY ACT

CERTIFICATE OF INCORPORATION

I Hereby Certify that

NEW LINE SKATEPARKS INC.

has this day been incorporated under the *Company Act*

***Issued** under my hand at Victoria, British Columb*
on February 19, 2001

JOHN S. POWELL
Registrar of Companies
PROVINCE OF BRITISH COLUMBIA

New Line Skateparks, Inc
(Parent Corp)
Year Incorporated: 2001
Sate Incorporated: British Columbia
President: Kyle Dion

LICENSURE INFORMATION



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MISIANO, ANTHONY JAMES JR

NEW LINE SKATEPARKS FL, INC.
137 W. MARION AVENUE
#1
EDGEWATER FL 32132

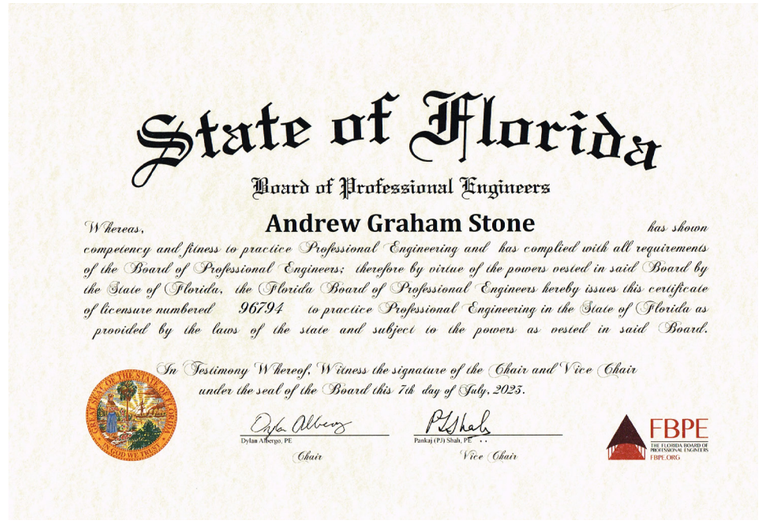
LICENSE NUMBER: CGC1513874
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

General Contractor License
License #: GC1513874
Licensed Since: 2017
License Expiry: Aug 31, 2024



State of Florida

Board of Professional Engineers

Whereas, **Andrew Graham Stone** *has shown competency and fitness to practice Professional Engineering and has complied with all requirements of the Board of Professional Engineers; therefore by virtue of the powers vested in said Board by the State of Florida, the Florida Board of Professional Engineers hereby issues this certificate of licensure numbered 96794 to practice Professional Engineering in the State of Florida as provided by the laws of the state and subject to the powers as vested in said Board.*

In Testimony Whereof, Witness the signature of the Chair and Vice Chair under the seal of the Board this 7th day of July, 2023.

Dylan Albergo, PE
Chair

Pankaj (PJ) Shah, PE
Vice Chair

FBPE
THE FLORIDA BOARD OF PROFESSIONAL ENGINEERS
FBPE.ORG

Florida Engineering License
(Andrew Stone - Staff Engineer)
License #: 96794
License Expiry: July 7, 2025

FIRM QUALIFICATIONS AND EXPERIENCE

NEWLINE SKATEPARKS

ABOUT US

Let Us Introduce Ourselves

New Line Skateparks is North America's Premier Skatepark Development Firm. With over 450 highly recognized projects around the world, we are proud to serve as one of the Nation's longest running and most experienced concrete youth park design-build teams.

Our staff (approx 75) is comprised of registered landscape architects, engineers, planning experts, and construction professionals who are passionate active skateboarders. This passion inspires us to deliver cutting edge designs and authentic finished environments that create a meaningful connection between youth and the communities in which they live.

We love what we do. When we engage a community in the development process we bring a professional, organized and fun attitude. The design journey is important and our approach is inclusive. We spare no resource to ensure youth and affected stakeholders truly become part of each project solution.



NE Community Park Skatepark
Frisco, TX

American Shotcrete Association
Outstanding Shotcrete Award

Texas Recreation and Parks Association
Excellence in Design Award



Plaza at the Forks, Winnipeg, MB

"The quality of the design is demonstrated by the international recognition the Plaza received from the skateboarding community. The Plaza at the Forks sets the bar for other cities throughout North America which are struggling to respond to similar issues."
- CSLA Jury Comments

Canadian Society of Landscape Architects
National Honor Award

Skaters for Public Skateparks
Public Space Award

What We Believe

New Line Skateparks is committed to the improvement of natural and built environments for all generations. Our goal is to promote environmental quality as a way to protect what we value in our unique region. Through listening, watching and testing ideas, we create youth park solutions that work in harmony with existing environments and ultimately lead to fully integrated places.

Skateparks are changing. The days of the stereotypical 'grey square' have long passed as a new era of concrete facility design responds to far more than purely function. When designed and constructed with strong community input and sensitivity to the surrounding context, skateparks not only become beloved destinations for local youth but celebrated public spaces for all to enjoy!

Services... The Art of Shaping Space

Master Planning and Feasibility Studies - NLS provides planning expertise to municipal governments for action sports networks as well as individual project developments. Through completing the award winning Calgary Skateboarding Amenities Strategy, as well as Skateboarding/Action Sports Master Plans for Lethbridge AB, Arlington TX, Port Coquitlam BC, and Waterloo ON, we have established a proven, transparent and credible planning process that has been widely recognized as a benchmark for our industry. Whether it be site selection, feasibility studies, fundraising programs, or long term facility development strategies, we strive to offer the best mix of qualified personnel and specialized resources for each unique planning challenge.



Callingwood Youth Park
Concept Master Plan
Edmonton, AB



City of Vancouver Skateboarding Amenities Strategy

CSLA
National Honor Award



Site Selection Boards
Brantford, ON

Public Consultation - NLS provides comprehensive consultation services to facilitate community input in the design of Skateparks and other progressive public spaces. As passionate skateboarders and avid park users ourselves, we know how important participation by youth and other members of the community will be to the long term success of each project. No matter what project size, we deliver a tailored program of hands-on, interactive design workshops and public presentations facilitated by principal members of our team. Outside of our scheduled meetings, youth and other stakeholders are encouraged to continue to submit written comments, sketches, pictures etc. through our specially developed custom web survey for immediate and ongoing feedback. Overall, we believe engaging the community in a meaningful way is one of the most critical aspects of any skatepark design journey and a key factor to our team's continued success.





1st design workshop - Panama City, FL
Pre-construction community info session - Seattle, WA

NEW LINE SKATEPARKS I #1, 137 WEST MARION AVE, EDGEWATER FL, 32132 I T 1.866.463.9546 F 604.530.1119
WWW.NEWLINESKATEPARKS.COM I INFO@NEWLINESKATEPARKS.COM

NEWLINE
SKATEPARKS

Services... The Art of Shaping Space

Design - NLS designs award winning municipal concrete skateparks and other wheeled sport environments that continually set the bar for international skatepark and pump track development. From day one, we have chosen to think outside the 'concrete square' by leading the industry in introducing a *site and community-specific design approach*, *integrated art/sculptural installations*, *green/sustainable development initiatives*, *CPTED principles*, *innovative materials and aesthetic detailing*, *progressive lighting schemes, skateable donor recognition signage*, and *architecturally striking skatepark roof structures*. We believe that every project and community has a unique 'story' that can be told through authentic and enduring skatepark architecture. To realize our unique designs, we take great pride in delivering photorealistic 3D facility modeling, animated project 'fly-through' experiences, and certified technical drawings to ensure complete project understanding and a thorough construction process for each park.

Construction - New Line Skateparks is one of North America's most experienced providers of large-scale municipal skatepark construction services - serving as the General Contractor on a significant portion of the 450 + designs completed by our team. Whether it be complete turnkey project solutions or specialty services/products, we are recognized as a global leader in the development of site-built concrete skatepark construction technology and techniques. Our team has also worked hard to lead the industry in cost and schedule control, safety, and concrete quality accreditation - with a guarantee of design-build budget certainty, on-time project performance, and ACI (American Concrete Institute) certified team members overseeing all shotcrete operations. Finally, New Line Skateparks has been fully bonded and insured for over 23 years and employs approximately 40 dedicated field staff leading municipal skatepark projects across the world.

American Shotcrete Association
Outstanding Shotcrete Awards
NE Community Skatepark - Frisco, TX + Norton Skatepark - Burlington, ON



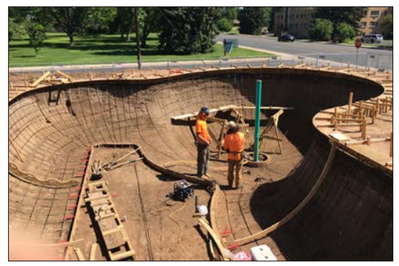
CJ Smith Skate Plaza - Newnan, GA



Seattle Center Skate Plaza - Seattle, WA



Bonita Springs Skatepark - Bonita Springs, FL



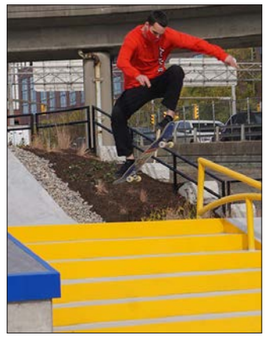
Centennial Park, Greeley, CO



Youth Park Design Philosophy....

New Line Skateparks Inc. has worked extensively in the planning, design and construction of concrete skateparks, pump tracks, BMX parks, mountain bike courses and other progressive 'casual recreation' facilities. Although this emerging area of recreation is not new, the participation levels associated with inline, BMX, mountain biking and skateboarding have climbed to exceptional levels over the last 20 years.

Vancouver Skate Plaza - CSLA Regional Honour Award



Youth Park Design Philosophy...

The inclusion of 'Action Sports' in the planning process benefits the whole community by making children, youth and adults that participate in these activities feel valued. Developing a youth park strategy that includes action sports programs and facilities will introduce new experiences and challenges for a broad demographic that is often difficult to engage and/or overlooked in community parks planning.

Roc City Skate Plaza - Rochester, NY - American Public Works Association Excellence in Design Award



Youth Park Design Philosophy...

Developing a successful youth park design requires a consultant to think and act in a way that respects the desires of future park users. This respect must be balanced with an understanding of construction tolerances, safety standards, community needs, security, and budget. NLS has a diverse and qualified staff who consistently seek new ways to achieve the expectations of the target user group while setting realistic goals, limits and deadlines.

Marina Park Skate Plaza - Thunder Bay, ON - Parks and Recreation Ontario Excellence in Design Award

NEWLINE SKATEPARKS

‘UNIQUELY NEW LINE’ + LOCAL UNDERSTANDING AND EXPERIENCE

Proven Local Experience and Understanding

WE KNOW CONCRETE SKATEPARK DESIGN-BUILD IN BAY COUNTY... Over the past 3 years, our team has had the privilege of creating meaningful community relationships in Bay County through our Design-Build delivery of the ***Downtown Panama City Skatepar***k. This has afforded our team with a proven in-depth understanding of local design + costing considerations and exceptional ability to navigate the community outreach process, CPCB/ Northwest Florida regulatory requirements, and the nuances of the Panama City Beach construction environment.

Unique and Extraordinary Project Delivery

NOT ‘JUST ANOTHER’ SKATEPARK... While a base scope of work is outlined for this project, our team intends on delivering a final design and construction program that will far exceed minimum project requirements and provide a considerable amount of additional value to the CPCB. We not only want to create an amazing skatepark, but an amazing public space that will serve as a marquee component of Frank Brown Park. On top of bold, compelling, and highly accessible forms of street-style terrain inviting to all abilities (beginner and intermediate in particular), we look forward to working with local youth and families to create a ‘signature’ of community. Specifically this means a final design-build program that incorporates skateable art/sculpture, inviting viewing and socializing areas, innovative energy-efficient lighting, a robust ‘green’/LID civil drainage program, and strong connections to the greater Frank Brown Park context. *Additionally, in recognition of team’s our 23rd anniversary, we look forward to providing the following value-added offerings at no-charge.*

- Post occupancy skatepark programming consulting and 3 day residency for school-based skateboarding program
- Grand opening event production assistance including securing high-level professional skateboarders (including our own Kanten Russell) and bikers for through our team’s connections to some of the world’s elite action sports athletes and their industry sponsors
- Professional video production of grand opening festivities and the related park development journey
- $2,000 in professional skateboarding/BMX/Scooter/Inline prizes for park opening celebrations

Proven Design-Build Experience

MUNICIPAL SKATEPARK DESIGN-BUILD IS IN OUR DNA... *Over the past 5 years, our team has been involved in approximately 45 municipal concrete skateparks executed via fixed priced Design-Build contracts*. For practicality, we have profiled 8 projects within the following pages that illustrate the depth of our design and construction capabilities in the lead designer and prime contractor role.

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(SEE FOLLOWING PAGES FOR RELEVANT EXPERIENCE AND REFERENCES)

Panama City Skate Spot *Panama City, FL*

Located near the heart of Downtown Panama City, our team collaborated with the local community and municipal staff to realize the final design of this exciting new urban youth park project. Traditional street elements such as ledges and rails, manual pads, banks and step-ups are complimented by creative integral colored concrete, viewing areas, tactful stormwater management zones, and strong connections to pedestrian access points + surrounding parking. The facility is testament to what is possible in a limited footprint in a unique urban context - offering a versatile community recreation element for all ages and ability levels.

Project Budget: $230,000
Timeline: Spring 2020 - Fall 2020
Client: City of Panama City, Kesia Milner
kmilner@pcgov.org, 850.872.3199

Team Responsibilities:
- site analysis + public process
- conceptual and final design
- full construction services

Financial Summary
GMP $230,000
Gen Cnds ~16%, Ovrhd ~15%, Profit ~8%
Change Orders Added to GMP- $0
Design and Pre Construction: ~$20,000





"Dedicated to Excellence...
People Serving People"

November 09, 2020

To Whom It May Concern,

It is with great pleasure I recommend New Line Skateparks for any design-build skatepark project. New Line Skateparks was contracted in the fall of 2020 by the City of Panama City to construct and build our skatepark. The New Line team was very professional, organized and efficient when working on our project.

New Line Skateparks' dedication and passion for the project was always evident. The team had excellent communication, whether it was with the public, the city leaders or among themselves. They were always willing to work with the City and take on work that would deliver a quality product.

In addition to great communication, their staff was very knowledgeable about the technical aspects of the designs and parks, and went beyond to offer support about the skateboarding community and best practices in keeping the parks working after they leave the site. They were always transparent and realistic in terms of budgets and timelines to the point where the project was completed a head of schedule

Thank you, and if you have any questions please don't hesitate to contact me at 850.872.3199 ext. 4558

Kesia Milner, Ed.D

Quality of Life Department- Arts & Culture Coordinator

Main: 850.872.3199

kmilner@pcgov.org

Rolling Magic Skatepark *Lenexa, KS*

This modern skatepark both replaces and pays homage to one of the first generation of concrete skate facilities developed in Kansas. Utilizing a similar footprint and recycling much of the concrete sub base of the original facility, the new park offers a state of the art update and exemplifies the integrated design sensibilities and exacting construction best practices of contemporary skatepark development. Along with a versatile modern transition and street terrain, the final landscaping plan invites individuals of every age to participate, spectate, and enjoy the overall environment. The expansive flow bowl is already sparking a pilgrimage of transition riders from across Kansas while the street section serves riders of every ability.





Project budget: ~$770,000
Timeline: Fall 2022 - Summer 2023
Client: City of Lenexa, Logan Wagler, 913.477.7140

Team Responsibilities:
-site analysis
- public process
-conceptual and final design
- full construction responsibilities

Financial Summary
GMP $850,000
Gen Cnds ~17%, Ovrhd ~14%, Profit ~7%
Change Orders Added to GMP- ~$0
Design and Pre Construction: ~$70,000



Lenexa KANSAS
Parks and Recreation Department

October 5, 2023

To whom it may concern,

I am writing to recommend NewLine Skateparks for any skatepark or pump-track related project. The Newline team was a pleasure to work with from start to finish and we had an incredibly positive experience.

Lenexa Parks and Recreation contracted with Newline in 2022 to design, facilitate a robust community engagement process, and construct a fully inclusive skatepark to replace our existing park which was over 21 years old. They did a great job of helping us define the program, project goals, and lead us through the process. Being a replacement project and being located within a metropolitan area, public input was a critical component. They did a great job of leading the public open houses, setting up online surveys, and communicating with interested parties. What I appreciated most is that they were able to balance the needs and priorities of the various groups as everyone wanted something different. They were creative in their concepts, went the extra mile to explore options, and most importantly; kept us within budget.

Their staff was responsive, professional, innovative, and extremely passionate. Newline Skateparks delivered on what was promised and the entire process was one of the smoothest projects I have ever been involved with. They met all project timelines, budgets, and performed high-quality work. You can tell that skateparks are more than just a job for their employees, it's a passion and they pour their selves into each project.

Please don't hesitate to reach out with any questions.

Logan Wagler
Director of Parks and Recreation
Lenexa Parks and Recreation

Bonita Springs Skatepark *Bonita Springs, FL*

With a goal of providing the highest durability, greatest design versatility, and most accommodating riding surface for small wheels (skateboard, inline, scooter) AND larger-wheel activities (mountain bike, BMX), the City of Bonita Springs embarked on the creation of a poured in place concrete pumptrack and modern skatepark combination. The facility was completed in Spring 2021 with considerable fanfare among locals and eager visitors from across the State. In addition to the unique terrain assortment, the facility also features accessible pathway tie-ins, integral concrete color inspired by the City's logo, and a concrete patio/viewing zone lining the length of the park's perimeter.

Project Budget: ~$1,120,000
Timeline: Fall 2020 - Summer 2021
Client: City of Bonita Springs - Nicole Perino
nicloe.perino@cityofbonitasprings.org 239.992.2556

Team Responsibilities:
- site analysis + public process
- conceptual and final design
- full construction services

Financial Summary
Owner Budget = GMP
Gen Cnds ~16%, Ovrhd ~17%, Profit ~5%
Change Orders Added to GMP- $60,000
Pre Construction: ~$25,000







City of Bonita Springs Florida

March 11,2024

To Whom it May Concern,

In September of 2023, we contracted with New Line Skateparks, to construct our new 16,500 square foot skate park facility. The construction began just before our coast was hit by Hurricane Ian. Although our city was in chaos, roads were shut down, materials and housing were scarce, the New Line team pushed on and delivered a world class skate facility. Project Manager, Tony Misiano leads a talented group of builders, who are passionate about the quality of their work. Plus, they are a blast to watch ride their skateboards after the work is complete! Additionally, they were very quick to respond to a warranty/maintenance visit request, which we value greatly in Parks and Recreation.

We whole-heartedly recommend New Line Skateparks for any and all upcoming skatepark-related projects. Feel free to reach out to me if you have any questions.

Nicole Perino
Parks and Recreation Director

City of Bonita Springs Florida

phone | (239) 992-2556
email | Nicole.perino@cityofbonitasprings.org
website | www.cityofbonitasprings.org

C. Jay Smith Skate Plaza & Pump Track *Newnan, GA*

Newnan's highly anticipated new regional skatepark is now complete. Located in the city's beloved C. Jay Smith Park, the park features ~ 34,000 sqft of unique urban plaza terrain, a competition level bowl unit, and world-class concrete pump track area punctuated by multiple green islands. Along with a one-of-a-kind hardscape configuration detailed with the City's colors, the greater park offers new visitor parking, restrooms, an adventure playground, splash park, custom site furnishings, and linkages to public transit and pathways. The park is among the region's largest and most progressive youth facilities - attracting visitors from across the Country and serving as an appealing venue for high-level action sports contests, demonstrations, and events.

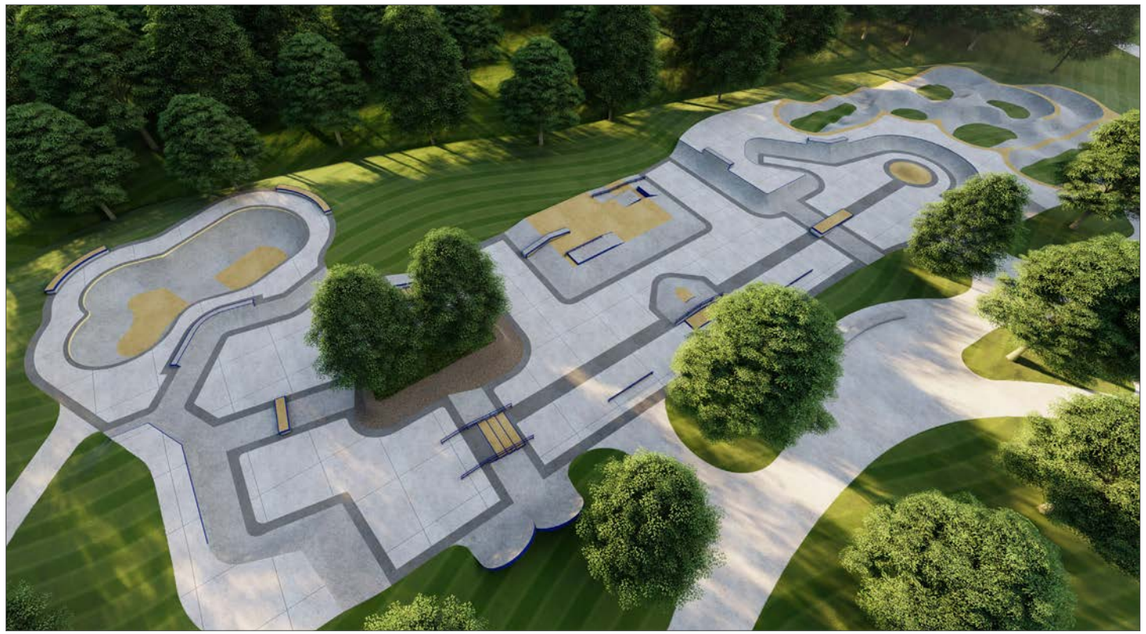




Project Budget: $1,900,000
Timeline: Fall 2020 - Summer 2021
Client: City of Newnan - Cleatus Phillips, City Manager
cphillips@cityofnewnan.org 770-254-2358

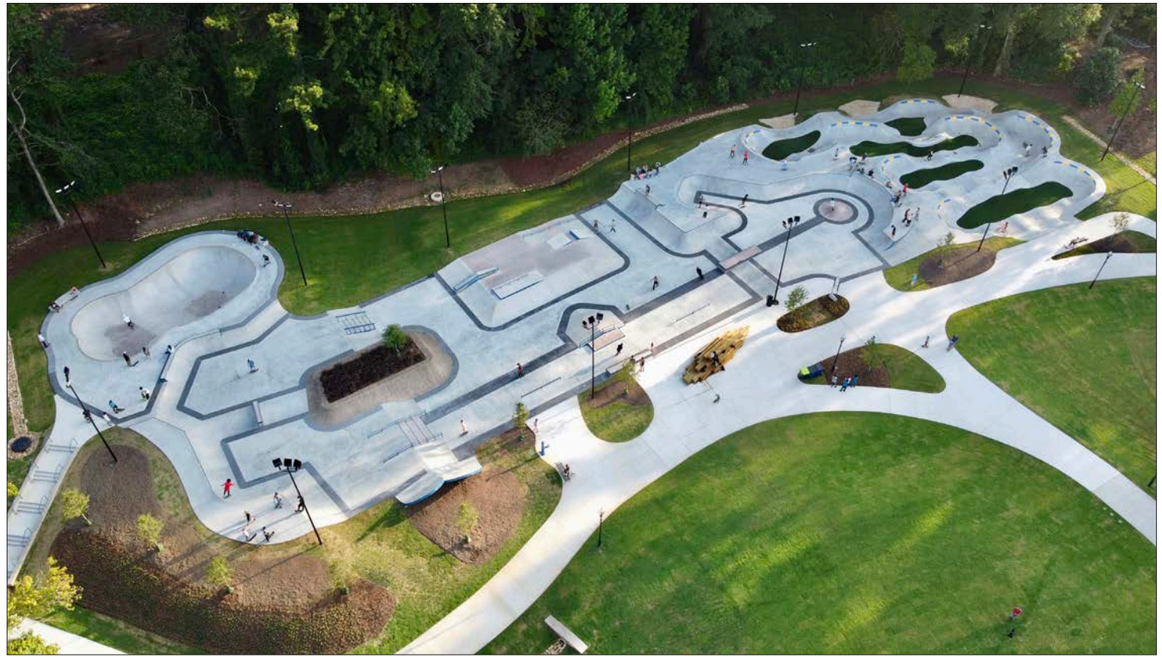
Team Responsibilities:
- site analysis + public process
- conceptual and final design
- full construction services

Financial Summary
Owner Budget = GMP
Gen Cnds ~15%, Ovrhd ~15%, Profit ~8%
Change Orders Added to GMP- $0
Design and Pre Construction: ~$140,000



C.J. Smith Skatepark continued





Greeley Skatepark Network *Greeley, CO*

In 2018 the City of Greeley retained New Line Skateparks to create not just one, but a network of three modern concrete skateparks strategically distributed throughout the city. This master-planned development allows the majority of Greeley residents to have access to a skatepark within just over a mile of their residence - each with a distinct character, unique terrain style and site integration approach.

Informed by an exciting community engagement process consisting of a series of interactive design workshops and open house sessions, the final design program resulted in a Flow/Transition oriented Facility at Centennial Park, an expansive modern Street-Style Plaza at 3rd Street, and a versatile Skate Spot (existing concrete slab retrofit) at Peakview Park. Our team also collaborated closely with the City's Public Art program to incorporate custom installations by sculptor Joshua Goss into each facility footprint.

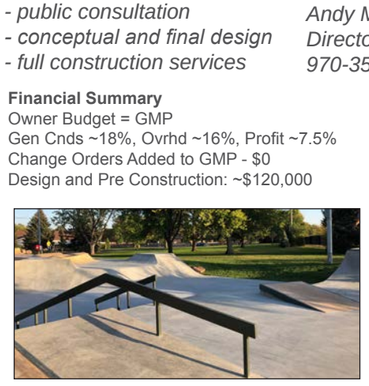
Team Responsibilities:
- *site analysis*
- *public consultation*
- *conceptual and final design*
- *full construction services*

Project Budget: ~ $1,800,000
Timeline: Winter 2018 - Spring 2020
Andy McRoberts, CPRE
Director - Culture, Parks and Recreation
970-350-9425

Financial Summary
Owner Budget = GMP
Gen Cnds ~18%, Ovrhd ~16%, Profit ~7.5%
Change Orders Added to GMP - $0
Design and Pre Construction: ~$120,000







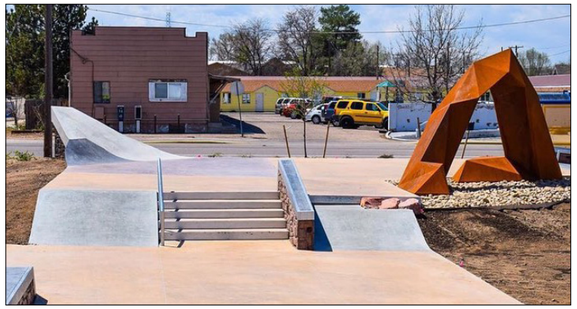






Greeley Skatepark Network continued











CityWalk Skatepark *Birmingham, AL*

Now completed, CityWalk BHAM includes a 31-acre, 10-block-long linear public park underneath the I-59/I-20 bridges in downtown Birmingham, featuring world-class design and pedestrian amenities that provide active and passive recreational gathering opportunities. Working closely with Barge Design Solutions, ALDOT, the City and local stakeholders, the skatepark solution was developed to not only fit the thematic structure of the CityWalk landscape but to also offer a completely unique experience within the context of this one of a kind under-viaduct urban environment. Complimenting surrounding children's playscapes, an outdoor skating rink, a dog park, walking paths, multiple performance spaces and gathering areas, the skatepark features a balanced mix of transition, flow, street and pump track obstacles while adhering to the traffic, inspection and pedestrian pathway requirements of ALDOT and the City of Birmingham. With a footprint of over 56,000 sqft, the skatepark will also serve as one of North America's largest action sports destinations.

Timeline: Spring *Spring 2020 - Summer 2022*
Budget: ~$3.5 Million
Client: *City of Birmingham / ALDOT - Steve Haynes hayness@dot.state.al.us (East Central Region Engineer)*

Team Responsibilities:
-site analysis
-public process
-conceptual and final design
-concrete skatepark construction

Financial Summary

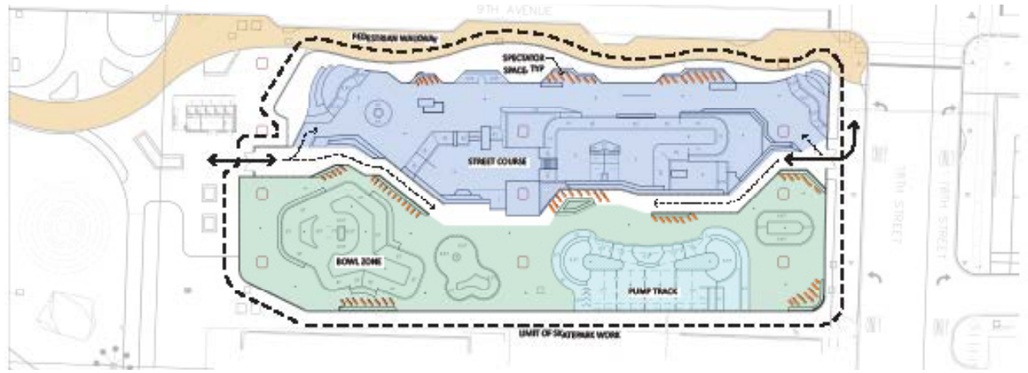
Gen Cnds ~15%, Ovrhd ~15%, Profit ~9%
Change Orders Added to GMP- $0
Design and Pre Construction: ~$130,000







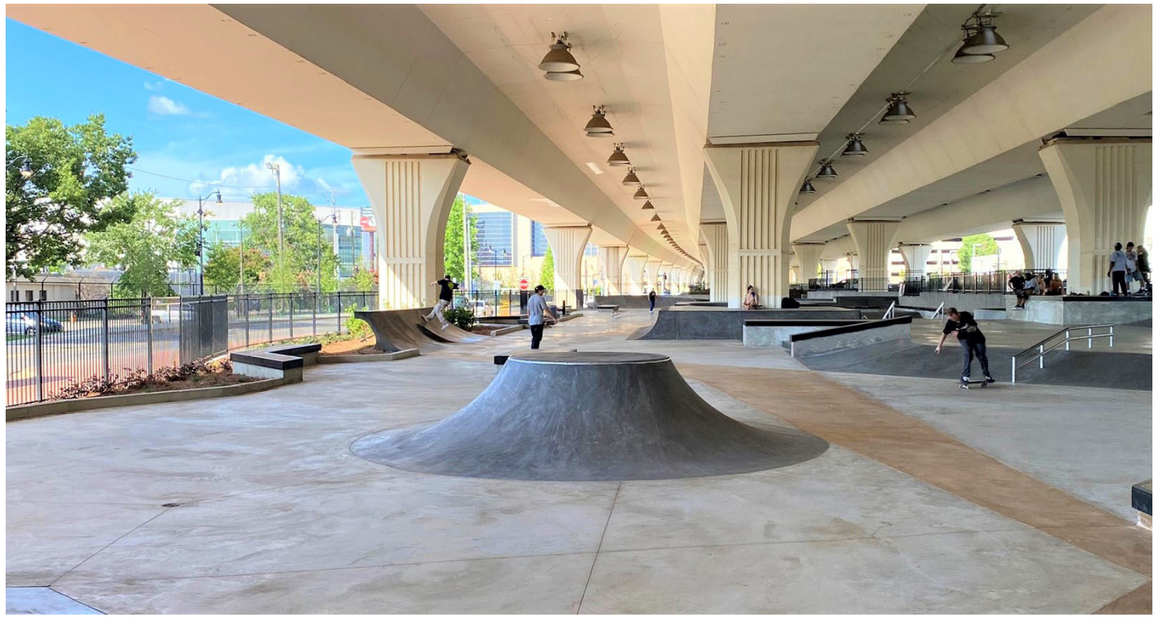
CityWalk Skatepark...continued

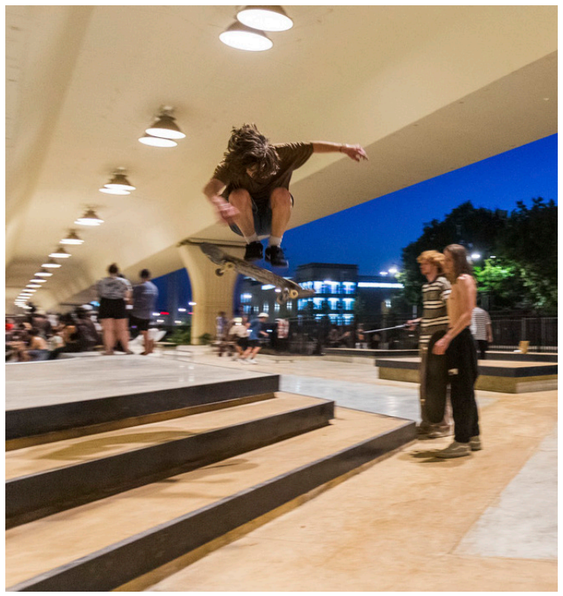


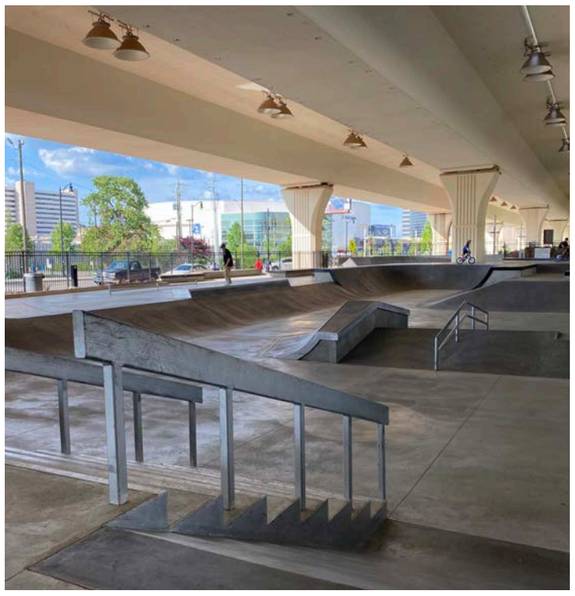




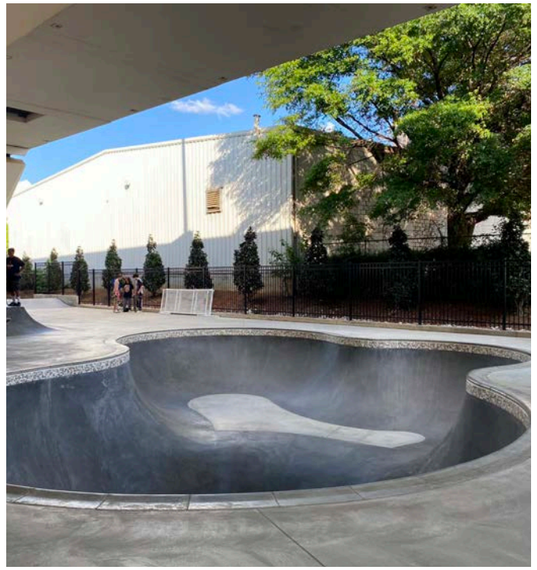
CityWalk Skatepark...continued







CityWalk Skatepark...continued







Mueller Skatepark and Pump Track *Austin, TX*

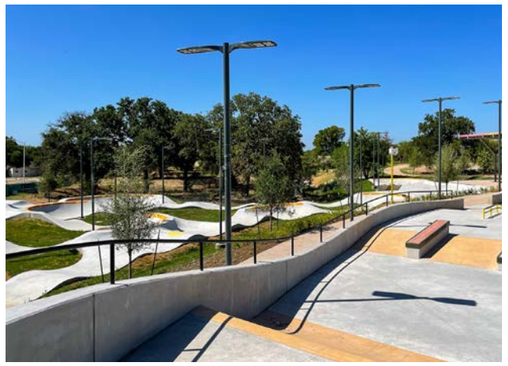
Located in the heart of the 700-acre award winning, master-planned Mueller community (a redevelopment of Austin's Robert Mueller Municipal Airport), is Texas's first combination concrete pump track and urban skate plaza development. Along with offering a versatile assortment of custom skateboarding, BMX/Mountain Bike, inline, and scooter-friendly terrain, the park also serves as a marquee family gathering and socializing area within the community's expansive Southeast Greenway recreation and natural lands corridor. Beloved by locals and visitors alike, the facility has garnered considerable Nation-wide acclaim, demonstrating what's possible when Residential Developers, City Staff, Action Sports Consultants, and Community Members can accomplish when working together.

Project Budget: ~ $1,100,000
Timeline: Fall 2021 - Summer 2022
Client: Catelus Developments

Team Responsibilities
- site analysis
- public process
- conceptual and final design
- full construction services

Financial Summary
Owner Budget = GMP
Gen Cnds ~13%, Ovrhd ~15%, Profit ~7%
Change Orders Added to GMP- $0
Design and Pre Construction: ~$85,000











Topaz Skate Plaza + Bike Skills Park *Victoria, BC*

The City of Victoria's Topaz Skate Plaza and Bike Skills Park serves as one of Canada's largest integrated action sports venues and is quickly gaining world wide attention as a top skateboarding and BMX/Mountain bike destination. On top of premium plaza, obstacle, pump track, and modern bowl terrain, the development features integrated rain gardens, custom lighting and sculptural elements, innovative wayfinding and shade structure elements, and extensive viewing areas, event space and formalized pedestrian corridors. Our team was proud to serve as Prime Contractor and Lead Designer to bring this landmark community project to life for the vibrant community of Victoria.





Project Budget: $3,600,000
Timeline: Spring 2021 - Spring 2022
Client: City of Victoria, Moira Wilson, mowilson@victoria.ca

Team Responsibilities
- *site analysis*
- *public process*
- *conceptual and final design*
- *full construction services*
- *programming consulting*

Financial Summary
Owner Budget = GMP
Gen Cnds ~18%, Ovrhd ~16%, Profit ~6%
Change Orders Added to GMP- $0
Design and Pre Construction: ~$260,000









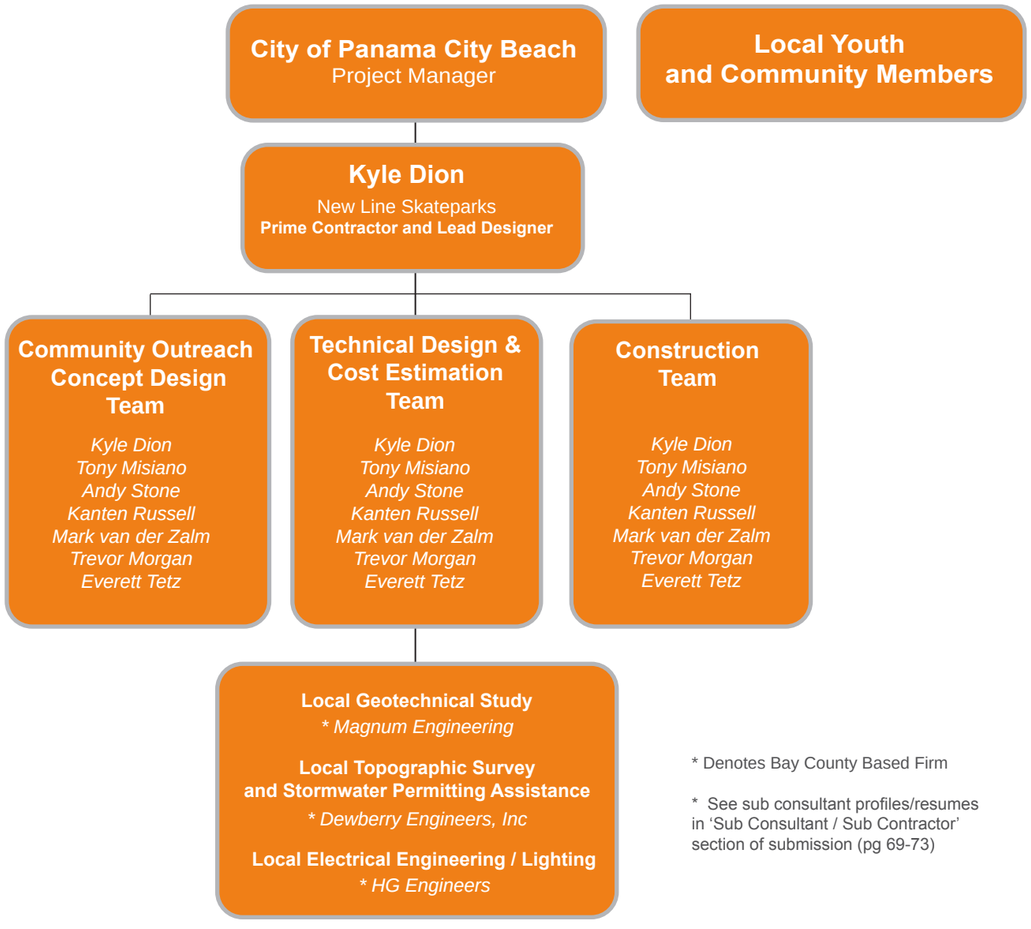


ORGANIZATIONAL PROFILE AND PERSONNEL

QUALIFICATIONS

NEWLINE SKATEPARKS

TEAM ORGANIZATION AND KEY PROJECT STAFF



* Denotes Bay County Based Firm

* See sub consultant profiles/resumes in 'Sub Consultant / Sub Contractor' section of submission (pg 69-73)

As Prime Contractor and Lead Designer, New Line Skateparks will direct all project action and self-perform all specialized skatepark community consultation, certified design and complex concrete and steel construction works. *All remaining non skatepark-specialized construction scopes such as bulk earthworks, finishing landscaping, etc will be executed under our direction by reputable local Bay County contractors. Similarly, all major materials (sub base aggregate, concrete, rebar, lumber, etc.) will also be sourced locally through an internal RFP process.* These materials and non skatepark-specific scopes will also serve as strong opportunities for In-Kind Donations (should the Owner be interested in pursuing).

The effectiveness of our core team and design-build organizational structure has been proven and enhanced over 450 projects throughout Florida and across North America. Orderly internal communication, coordination of activities, and our distribution of key project information will be informed by our 23 + years of municipal design-build project management experience and general compliance with ISO 9001 quality assurance measures. Subcontractors/Subconsultants will have clearly defined scopes of work + contracts and will be vetted for final approval with the CPCB prior to engagement.

At New Line Skateparks we understand the part that 'local' plays in developing livable and lively communities. At the same time we understand the value of using cutting edge designers with international experience and recognition. Thus, we have assembled a carefully selected multi-disciplinary team of passionate professionals with both world-class credentials and unparalleled local resources. ***Please see previous section for Key Staff project reference information (Princpal and Project Management Staff have worked together on all projects profiled in our Firm Qualifications).***

KYLE DION

President and Project Director



Mr. Dion is the founder and president of New Line Skateparks Inc. and will direct all action for the project at hand. He is a seasoned active skateboarder and father of 5 who has tirelessly dedicated himself to the promotion of skateboarding/action sports across North America and throughout the world. Kyle is also a current executive board member of CASA (which coordinated CDN skateboarding's debut in the 2021 Olympic Games in conjunction with the International Olympic Committee) and has provided his professional consulting and construction services for over 450 high profile municipal skateparks across the United States, Canada, Europe, and Australia. In addition to receiving numerous recognitions for his work (including the esteemed Canadian Society of Landscape Architects National Honour Award), Mr. Dion is regularly featured in international media publications for his unique community recreation contributions.

PROFESSIONAL EXPERIENCE

New Line Skateparks
Edgewater, FL
President / Principal Designer
2001 - Present

Puzzled Skate Movement
Maple Ridge, BC
President
1997 - 2001

City of Maple Ridge
Maple Ridge, BC
Youth Program Specialist
1994 - 1997

Luxton Designs
Perth, Australia
Project Manager
1990 - 1994

PROFESSIONAL AFFILIATIONS

American Shotcrete Association

Skateboard Canada
(Board Member)

PROFESSIONAL AWARDS

CSLA - Regional Honor Award - Vancouver Skate Plaza
CSLA - National Honor Award - Plaza at the Forks
Skaters for Public Skateparks - Public Space Award - Plaza at the Forks
Parks and Recreation Ontario - Excellence in Design Award
Texas Recreation and Parks Society - Excellence in Design Award
CSLA National Citation - Calgary Skateboarding Amenities Strategy
American Shotcrete Association - Outstanding Shotcrete Award

PROJECT EXPERIENCE

(project values $300,000 - $3 Million)

Downtown Panama City Skatepark - Panama City, FL
Bonita Springs Skatepark - Bonita Springs, FL
Helen McCall Skatepark - Walton County, FL
Topaz Skatepark and Bike Park - Victoria, BC
C Jay Smith Skate Plaza and Pump Track - Newnan, GA
Rolling Magic Skatepark - Lenexa, KS
CityWalk Skatepark - Birmingham, AL
Creston Skatepark - Creston, BC (2019)
Plaza at the Forks - Winnipeg, MB
Calgary Skateboarding Amenities Strategy - Calgary, AB
Banff National Park Skatepark - Banff, AB
Kensington Skatepark - Vancouver, BC
Seattle Center Skatepark - Seattle, WA
South Kitsap Skatepark - Port Orchard, WA
Lafayette Skate Plaza - Los Angeles, CA
SOMA Skate Plaza - San Francisco, CA
House Park Skate/BMX Park - Austin, TX

Additional Project Experience Listing Available Upon Request

NEWLINE SKATEPARKS

TONY MISIANO

Construction Superintendent



Living in Edgewater FL, Tony Misiano is high-level skateboarder and construction superintendent with over 20 years of successful concrete skatepark development experience across the United States. Tony personally oversees all cost estimation and construction operations from first shovel through to grand opening to ensure full continuity and quality control through each phase of development. Tony is an ACI Certified Shotcrete Nozzlemen, a licensed General Contractor, COR Safety and ISO 90001 compliance trained, and will serve as lead estimator and construction manager for the project at hand.

PROFESSIONAL EXPERIENCE

Newline Skateparks
Edgewater, FL
Superintendent, US Construction
General Contractor CGC1513874
July 2017 – Present

Misiano Skateparks
New Smyrna Beach/Edgewater, FL
President and Founder
General Contractor CGC1513874
Designer and Builder Over 50
Skateparks in 10 States
July 2007 – July 2017

New Smyrna Beach Skatepark Committee
New Smyrna Beach, FL
Member of Non-profit Organization
Winner Volusia County Echo Grant
Winner Tony Hawk Foundation Grant
December 2005 – August 2008

Traveling Professional Skateboarder
New York, NY – home base
Tokyo, Seoul, 28 of 50 US States
January 99 – December 2005

Concrete Foreman
110 Liberty Street, LLC
New York, NY – Ground Zero
Concrete Construction and Carpentry
January 2002-July 2003

EDUCATION

University of Central Florida
BA Arts Administration 1994

Second Studio, NY, NY
Method Acting Conservatory 2000-2003

Certified General Contractor
CGC1513874 Florida, July 2007

PROJECT EXPERIENCE

(project values $300,000 - $2.5 Million)

Downtown Panama City Skatepark - Panama City, FL
Bonita Springs Skatepark - Bonita Springs, FL
Helen McCall Skatepark - Walton County, FL
C Jay Smith Skate Plaza and Pump Track - Newnan, GA
Rolling Magic Skatepark - Lenexa, KS
CityWalk Skatepark - Birmingham, AL
LaGrange Skatepark, LaGrange, GA
Sandwich Skatepark, Sandwich, MA
Whistlestop Skatepark, Whistlestop, FL
Colin's Dream Park, Orange City, FL
Stratford Skatepark, Stratford, Ontario
Banff Skatepark, Banff, Alberta
Albany's Washington Park Skatepark, Albany, NY
Raymondville Skatepark, Raymondville, TX
Los Fresnos Skatepark, Los Fresnos, TX
Youth Activities Skatepark, O'Fallon, MO
Nyack Memorial Skatepark, Nyack, NY
Charles R. Woods Skatepark, Lake George, NY
Ronald Reagan Skatepark, Lawrenceville, GA
Nova Community Skatepark, Ormond Beach, FL
Bayhead Action Skatepark, Largo, FL
Procko Park Skatepark, Branford, FL
New Richmond Skatepark, New Richmond, WI
Buena Vista Skatepark, Buena Vista, CO
Scituate Skatepark, Scituate, MA
Ian Tilmann Memorial Skatepark, Safety Harbor, FL
Forestgate, Lakeside, Harpers Landing & Terramont Skateparks,

Additional Project Experience Listing Available Upon Request

NEWLINE SKATEPARKS

MARK VAN DER ZALM LEED AP, ASLA, CSLA

Principal Landscape Architect



Mr. van der Zalm is the serves as the principal landscape architect for our team. His duties will include liaising with the client, stakeholders and the public as well as certified design development and project management. Mr. van der Zalm is a registered member of both the American and Canadian Society of Landscape Architects and has been the recipient of Regional and National Honor awards for his work across North America and Europe. He holds a masters degree in landscape architecture and environmental planning with design expertise centered on parks and recreation development and urban design. Mark has served as landscape architect on over 300 of the continent's most recognized concrete youth/ skateparks and is a frequent presenter on youth park development across the globe.

EDUCATION

Masters of Landscape Architecture
and Environmental Planning Degree
Utah State University

PROFESSIONAL AFFILIATIONS

RLA Texas
RLA Florida
RLA Colorado
RLA Kansas
RLA Oregon
RLA Michigan
RLA Georgia
LEED AP
ASLA

PROFESSIONAL EXPERIENCE

New Line Skateparks
Langley, BC / Edgewater, FL
Principal Landscape Architect
2001- Present

VDZ + associates inc.
Vancouver, BC
Principal
2000 - Present

DMG Landscape Architects
Burnaby, BC
Associate
1996 - 1998

Diseno Pasajista
Porto Veijo, Ecuador
Sr. Design Associate - Summer
Exchange Program

PROFESSIONAL AWARDS

CSLA - Regional Honor Award - Vancouver Skate Plaza
CSLA - National Honor Award - Plaza at the Forks
Skaters for Public Skateparks - Public Space Award - Plaza at the Forks
Parks and Recreation Ontario - Excellence in Design Award
Texas Recreation and Parks Society - Excellence in Design Award
CSLA National Citation - Calgary Skateboarding Amenities Strategy
American Shotcrete Association - Outstanding Shotcrete Award

PROJECT EXPERIENCE

(project values $300,000 - $2.5 Million)

Downtown Panama City Skatepark - Panama City, FL
Bonita Springs Skatepark - Bonita Springs, FL
Topaz Skatepark and Bike Park - Victoria, BC
C Jay Smith Skate Plaza and Pump Track - Newnan, GA
Rolling Magic Skatepark - Lenexa, KS
CityWalk Skatepark - Birmingham, AL
Helen McCall Skatepark - Walton County, FL
Plaza at the Forks - Winnipeg, MB
Calgary Skateboarding Amenities Strategy - Calgary, AB
Banff National Park Skatepark - Banff, AB
Lake Wilcox Youth Park - Richmond Hill, ON
Gellert Community Skatepark - Halton Hills, ON
Vancouver Skate Plaza - Vancouver, BC
Chuck Bailey Youth Park - Surrey, BC
Seattle Center Skatepark - Seattle, WA
Kensington Skatepark - Vancouver, BC
Melfort Skatepark - Melfort, SK
Chinook Winds Skatepark - Airdrie, AB
Station One Skate Plaza - Saint John, NB
Fredericton Downtown All Wheel Plaza - Fredericton, NB
Seattle Center Skatepark - Seattle, WA

Additional Project Experience Listing Available Upon Request

NEWLINE SKATEPARKS

ANDY STONE PENG
Project Engineer



Andy brings nearly 20 years of experience as a senior civil engineer (Florida License 96794) and project manager specializing in land development, infrastructure rehabilitation, water distribution and LID storm water management systems for public sector projects - including over 40 municipal skatepark developments across North America. With a strong project management background, Andy enjoys staying directly involved with the client and project stakeholders as well as technical design leads from all other professional disciplines contributing to the design. Andy was also a professional skateboarder from 1993 to 1999, during which he traveled the world competing and performing demonstrations as well as helping manage a team, assist in art direction, and overseeing production of advertising and board graphics. Andy will serve as lead engineer for the project at hand.

EDUCATION

BS Civil, Environmental and Infrastructure and Engineering
George Mason University
Fairfax, Virginia

CERTIFICATIONS

Certified Pipeline, Manhole, and Lateral Assessment Certification

National Association of Sewer Service Companies (NASSCO),2016

Inspector Training Certification Program for Manhole Rehabilitation, NASSCO, 2013

30-Hour Construction Safety OSHA, 2013

First Aid / CPR, American Heart Association, 2018

SKATEPARK PROJECT EXPERIENCE

(project values $300,000 - $2.5 Million)

Rolling Magic Skatepark - Lenexa, KS
Bonita Springs Skatepark - Bonita Springs, FL
Barrhead Skatepark + Pump Track - Barrhead, AB
Fernie Skatepark Redevelopment (2023) - Ferine, BC
Spruce Grove Skatepark Redevelopment (2023) - Spruce Grove, AB
Arvada Skate Park, Arvada, Colorado
Etnies Skate Park, Lake Forest, California
Erie Community Skatepark, Erie, Colorado
Maloof Skate Park, Washington, DC
Oldsmar BMX Track, Oldsmar, Florida
Oakland Skate Park, Oakland, California

INFRASTRUCTURE PROJECT EXPERIENCE

Sanitary Sewer Collection Beach Interceptor Trenchless Technology Improvements, Laguna Beach, CA
National Zoological Park – Asia Trail Project, Smithsonian Institution, Washington, DC
Water System Improvement Project , Aurora Water, Aurora, CO
Manhole Rehabilitation Project, South Adams County, CO
Sanitary Sewer Collection System Rehabilitation, Aurora, CO
Infrastructure Rehabilitation – Miller Coors Brewery, Golden, CO
Adams County Government Center, Brighton, CO

Additional Project Experience Listing Available Upon Request

NEWLINE SKATEPARKS

KANTEN RUSSELL
Sr Skatepark Designer and Design Project Manager



Kanten is a globally recognized professional skateboarder with over 14 years of international experience endorsing his pro model shoes and signature skateboards. Kanten worked for the City of Chula Vista in the engineering/ surveying department followed by a decade in the architectural design world serving as a skatepark development consultant. Since turning to design, Kanten has spent the last 13 years utilizing his knowledge of action sports on over 260 municipal youth park facilities, including skateparks, urban plazas, and progressive pump tracks. Kanten's specialized technical expertise is uniquely informed by his experience on the professional skateboard circuit as well as being a father of 3 girls - resulting in creative material and surface choices as well as compelling variations in flow and complexity of obstacles. Kanten has been with New Line Skateparks since 2018 and will serve as lead terrain designer for the project at hand.

EDUCATION

AS, Engineering Survey & CAD Design, Cuyamaca College, San Diego, California

AWARDS

2018 ASLA New York Upstate Chapter Merit Aware, Planning and Analysis (Rochester Urban Skate Park)

2017 American Public Works Association (APWA) Southern California Chapter, Creative & Innovative under 50,000 ft2 (Manhattan Beach Skate Park)

2016 California Parks & Recreation Society Award (CPRS) District 12, Best New Facility (Encinitas Community Plaza and Skate Plaza)

2014 California Park & Recreation Society Award of Excellence, Alga Norte Community Park (Skate Park)

2014 American Public Works Association - San Diego & Imperial Counties Chapter Public Works Project of the Year (Alga Norte Community Park (Skate Park)

PROJECT EXPERIENCE

(project values $300,000 - $3 Million)

Downtown Panama City Skatepark - Panama City, FL
Bonita Springs Skatepark - Bonita Springs, FL
Helen McCall Skatepark - Walton County, FL
Topaz Skatepark and Bike Park - Victoria, BC
C Jay Smith Skate Plaza and Pump Track - Newnan, GA
Rolling Magic Skatepark - Lenexa, KS
CityWalk Skatepark - Birmingham, AL
Ypsilanti Skatepark, Ypsilanti, Michigan, (2019)
Rochester Urban Skate Park, Rochester, NY (2019)
Reservation Road Skate Park, Boston, MA (2019)
Washington Park Skate Park, Albany, NY (2013)
Nyack Skate Park, Nyack, NY (2015)
Faber Skate Park, Staten Island, NY (2015)
Lynch Family Skate Park, Cambridge, MA (2015)
Holyoke Skate Park, Holyoke, MA (2013)
Skate Corridor & Pump Track at Smith Playground, Boston, MA (2018)
Sandwich Skate Park, Sandwich, MA (2019)
Encinitas Community Park Skate Plaza, Encinitas, CA (2015)
City Heights Skate Park, San Diego, CA (2018)
Eagan Skate Park, Eagan, MN (2018)
Watermark Skate Park, Lethbridge, AB (2018)
Dunnville Skate Park, Haldimand County, ON (2015)
Caledonia Skate Park, Haldimand County, ON (2015)
The Station at Gulfton Park, Houston, TX (2017)
Appleton Skate Park at Telulah Park, Appleton, WI (2013/2017)
Goodman Skate Park, Madison, WI (2015)
Lake Geneva Wheel Plaza, Lake Geneva, WI (2012)
Heritage Skate Plaza, St. Cloud, MN (2011)
T.J. O'Grady Memorial Skate Park Bowl Phase, Acton, MA (2018)

Additional Project Experience Listing Available Upon Request

NEWLINE SKATEPARKS

TREVOR MORGAN BComm

Vice President / Facility Development Strategy



Mr. Morgan is an active skateboarder with over 22 years of large-scale municipal project development experience. His dedicated work has contributed to the creation of over 250 highly recognized ongoing youth organizations, public skateparks, and emerging sport programs across Canada, the United States, Europe and South America. Mr. Morgan is also an internationally respected speaker on the subject of municipal youth park / wheeled sports facility planning - presenting on a regular basis to State planning and recreation organizations across North America. Trevor will serve as co-principal for the project at hand - focusing on overall facility development strategy, design-build process continuity and public consultation.

PROFESSIONAL EXPERIENCE

New Line Skateparks
Langley BC
Vice President
2005 - Present

Newell Industries
Mississauga, ON
Key Account Manager
2003 - 2004

City of Calgary
Calgary, AB
Skatepark Specialist
1998 - 2003

EDUCATION

Bachelor of Commerce
University of Calgary
Calgary, AB, 2003

PROFESSIONAL AFFILIATIONS

American Shotcrete Association

Alberta Recreation and Parks Association (Corp Member)

PROFESSIONAL AWARDS

Eaton Foundation Academic Scholarship - 2002
Avenue Magazine Top 40 Under 40 - 2011
CSLA - National Honor Award - Plaza at the Forks
Skaters for Public Skateparks - Public Space Award - Plaza at the Forks
Parks and Recreation Ontario - Excellence in Design Award
Texas Recreation and Parks Society - Excellence in Design Award
CSLA National Citation - Calgary Skateboarding Amenities Strategy
American Shotcrete Association - Outstanding Shotcrete Project Award

PROJECT EXPERIENCE

(project values $300,000 - $3 Million)

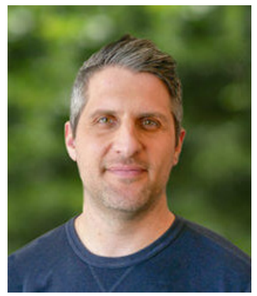
Downtown Panama City Skaepark - Panama City, FL
Bonita Springs Skatepark - Bonita Springs, FL
Topaz Skatepark and Bike Park - Victoria, BC
C Jay Smith Skate Plaza and Pump Track - Newnan, GA
Rolling Magic Skatepark - Lenexa, KS
CityWalk Skatepark - Birmingham, AL
Vic West Skatepark Expansion - Victoria, BC
Barrhead Skatepark + Pump Track - Barrhead, AB
Calgary Skateboarding Amenities Strategy - Calgary, AB
Banff National Park Skatepark - Banff, AB
Fernie Skatepark Redevelopment (2023 - Fernie, BC
Creston Skatepark - Creston, BC (2019)
Plaza at the Forks - Winnipeg, MB
Vancouver Skate Plaza - Vancouver, BC
Chuck Bailey Youth Park - Surrey, BC
Queensborough All-Wheel Park - New Westminster, BC
Kensington Skatepark - Vancouver, BC
Seattle Center Skatepark - Seattle, WA
South Kitsap Skatepark - Port Orchard, WA
Lafayette Skate Plaza - Los Angeles, CA
SOMA Skate Plaza - San Francisco, CA
House Park Skate/BMX Park - Austin, TX
Umea Skatepark - Umea Sweden

Additional Project Experience Listing Available Upon Request

NEWLINE SKATEPARKS

EVERETT TETZ

Community Outreach and Programming



Everett Tetz is a former Vice Principal of the Red Deer Public School district. He has a breadth of experience working with youth and was an active member of the provincial Diversity, Equity and Human Rights committee for several years. Everett has a passion for re-thinking the way we connect with youth and believes that their involvement in education and community needs to be meaningful and authentic. In 2013, Everett created Skate Class - a school based skateboarding program that is the first of its kind in North America with it's own locally approved curriculum. Everett has since launched a non-profit organization that seeks to connect marginalized populations to their communities by providing mentorship, training, and support, through skateboard programming and outreach. Everett is eager to connect with communities across Florida interested in involving youth, community agencies and other stakeholders in the planning, designing and construction of custom skatepark facilities and exploring a variety of programming opportunities. ***As a valued-added service for the project at hand, Everett will be available to meet with local programmers and share the Skate Class curriculum, and assist the CPCB with exploring the creation of other sustainable/ongoing, community-driven skatepark programming initiatives.***

EDUCATION

University of Calgary 2014-2017
Interdisciplinary Master's in Education

University of Alberta 2009
Bachelor of Education
(with distinction)

PROFESSIONAL EXPERIENCE

New Line Skateparks
Langley BC
Manager of Community Outreach
2017 - Present

Academy Skateboard Collective
North America
Founder and Director
2013 - Present

Skateistan Canada
Treasurer for Canadian
Fundraising Entity
2019-Present

Red Deer Public Schools
Red Deer, Alberta
Vice Principal / Teacher
2014 - 2017

Red Deer Public Schools
Red Deer, Alberta
School Counsellor / Teacher
2011-2014

PROJECT EXPERIENCE

(project values $300,000 - $3 Million)

Downtown Panama City Skaepark - Panama City, FL
Bonita Springs Skatepark - Bonita Springs, FL
Topaz Skatepark and Bike Park - Victoria, BC
C Jay Smith Skate Plaza and Pump Track - Newnan, GA
Rolling Magic Skatepark - Lenexa, KS
CityWalk Skatepark - Birmingham, AL
Qualicum Beach Skatepark Redevelopment (Current)
Topaz Skatepark and Bike Park - Victoria, BC (2021)
Westshore Skatepark (2022)
Tofino Skatepark Refurbishment (2020)
Vic West Skatepark Expansion - Victoria, BC
Fernie Skatepark Redevelopment (2023) - Ferine, BC
Spruce Grove Skatepark Redevelopment (2023) - Spruce Grove, AB
CitySkate (Vancouver Skateboard Amenities Strategy), (2022)
Fire Station Skate Plaza, Fort Worth, TX (2023)
Ypsilanti Skatepark, Ypsilanti, Michigan
CityWalk Skatepark, Birmingham AL
Calgary Skateboarding Amenities Strategy - Calgary, AB
Banff National Park Skatepark - Banff, AB
Lake Wilcox Youth Park - Richmond Hill, ON
Gellert Community Skatepark - Halton Hills, ON

Additional Project Experience Listing Available Upon Request

OUR

APPROACH

|| One must work and dare ||

|| if one really wants to live. ||

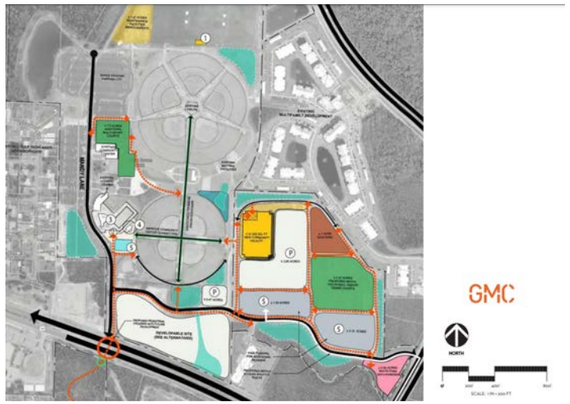
|| - Vincent van Gogh ||

NEWLINE SKATEPARKS

PROJECT UNDERSTANDING

The residents of Panama City Beach have determined that the development of a modern, highly integrated, and inclusive skatepark would be a welcome addition to the City's parks network. City Council and Staff have supported this initiative with the designation of a site and a commitment of project funding It is also understood that a passionate group of local skateboarders/wheeled sports enthusiasts, community leaders and parents are standing by to provide creative input throughout the development process.

The proposed site for the project will lie just south of the Miracle League Fields within the community's popular Frank Brown Park. Frank Brown Park has been the focus of significant redevelopment planning that will aim to further establish the site as a destination recreational hub for locals and visitors alike. Thus, introducing the new skatepark will require utmost sensitivity to the area's multiuse surroundings and the guiding principles of the master planning completed to date by the CPCB and consultants, Goodwyn Mills Caywood. Key components in this vein will be *ensuring the new skatepark integrates tactfully with the existing natural landscape and addresses the safety, accessibility, aesthetic, visibility, drainage, CPTED, lighting, environmental sustainability and operations/maintenance concerns (ie. programming, hours, garbage, graffiti policy etc.) of City Council, Staff and park visitors.*

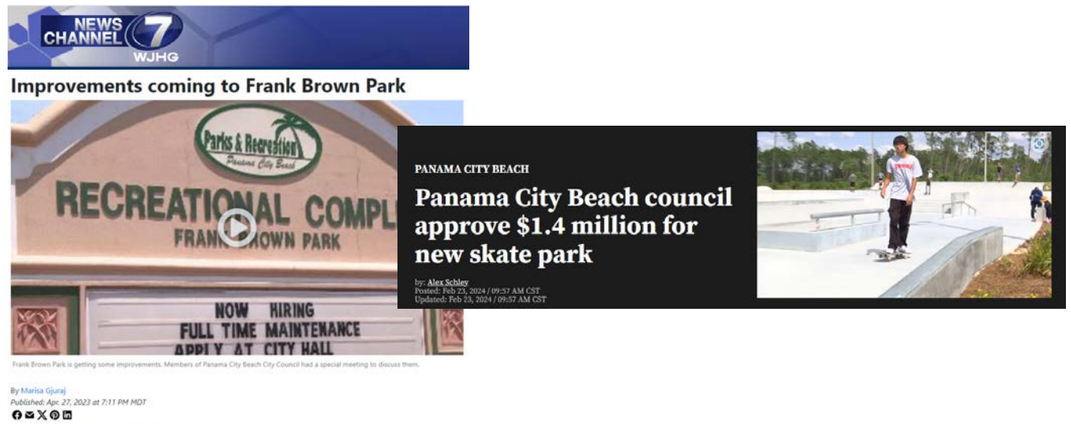




Views of Frank Brown Park master planning process + photos of the project site taken during our team's latest site visit, February 27th, 2024.

With key staff based in Edgewater and recent past work in the area (Panama City Skatepark, Walton County Skatepark), our team has maintained strong relationships with the local skateboarding/action sports community. This interaction has continued by way of our attendance at various skatepark related events in the area and a number of visits to Panama City Beach and the proposed project site. ***Based on this experience, we know that there is a highly diverse, passionate, and committed community of skateboarders, all wheel enthusiasts, and freestyle bikers - each with a strong culture, history and a fervent desire to seize this incredible development opportunity to create something truly unique in the region. We recognize that the final park user experience must be centered on an equitable approach to design - allowing opportunities for all styles and skill levels of users.***

We anticipate that the park terrain will consist of highly accessible and compelling forms of authentic modern street/plaza and flow features - suitable for all ability levels but highly accommodating to beginner and intermediate users *(details of which shall be confirmed through close consultation with the project team and community).* Design considerations shall also address the opportunity for users to grow and progress in their skills as well as take into account the park's ability to serve multiple uses and host a variety of programming initiatives. Modern skateparks are amazing family facilities and great to watch, therefore attention must also be given to *safe and inviting viewing areas, tactful landscaping, lighting and the* ***inclusion of signature art/ sculptural installations (rideable and otherwise) that capture the 'story' of what makes Panama City Beach unique and special.***



Above: Local media reporting on the planned imporovements to Frank Brown Park. With strong community interest in the skatepark, it will be critical to conduct a meaningful stakeholder input program to relaize the facility's final design.

The Design-Build Team shall ensure the completion of a thorough site analysis, in-depth stakeholder consultation program, creation of the overall conceptual plan, development of all working and as built drawings, permitting, full construction services, and project close-out responsibilities under a fixed price design-build contract. Should there be interest from the Owner, the development process shall also support any community in-kind donation opportunities and other pertinent project information that may be leveraged for added financial support. Having the design-build team become a 'Partner' with the City, and ensuring a meaningful level of local community member/business participation in the appropriate non-specialty scopes of construction will be a key factor in this endeavor.

In conclusion, it is understood that the entire development process shall be undertaken in close collaboration with City Staff, key stakeholders and other interested local youth and community members. This includes seeking the participation of voices that are actively using all-wheel skateparks in increasing numbers but are often underrepresented in the facility public process. ***These stakeholders must be respected, fully engaged in the development process, and intimately understood by the skatepark development team.***

NEWLINE SKATEPARKS

OUR APPROACH

1. Community Consultation: Our experience has shown that active participation by youth and other members of the community throughout the development process will be crucial to the long-term success of the project. For the new Panama City Beach Skatepark the call for stakeholder involvement will be equally important as there has been considerable community interest in the initiative and a significant commitment of municipal land and funding.

Thus, our team will approach this project from a collaborative point of view. We will engage the community throughout the design journey and bring a professional, organized and fun attitude. We want youth and affected community members to truly feel that they are a part of the project solution and build lasting ownership in the final product.

The design team will meet with City Staff, youth and interested community members through a series of key stakeholder meetings and public design workshops. These sessions will allow us to introduce our team, establish open lines of communication and determine the ultimate design vision for the project. If a stakeholder cannot attend one of our 'live' sessions, then we will encourage them to contact us through email or visit the project online surveys that will be created for this project. We will spare no resource to ensure that the experience of designing and building the skate, pump and sport park is as rewarding as using the final product!





To effectively address park development issues discussed with the public in an efficient manner, it will be critical to have experienced and effective facilitators working with the diverse stakeholder groups. Meetings must be led by individuals who not only intimately understand the subtleties and nuances of skateboarding/BMX and youth concerns but who also can relate issues back to area residents, seniors, business owners, civic officials etc.

Our team offers 3 individuals (Kyle Dion, Kanten Russell and Trevor Morgan) - each with 23 + years of individual experience working specifically in urban development and skatepark related planning). We will make certain all stakeholders first understand this unique project and then have an opportunity to be heard while keeping sessions productive and the project timeline 'on track'.

Part of our strategy will include using effective visual aids (color presentation panels, advanced 3D modeling, power point etc.) which illustrate examples and draw on information from numerous other concrete skatepark/plaza developments our team has completed across the nation. Although community issues relating to this park will be truly unique to Panama City Beach, there will be some consistency and overlap with communities that we have previously worked with (over 450 to date). We see this as a major strength of our team. We will bring knowledge gained from similar skatepark projects throughout North America and Europe and apply where appropriate when working with project stakeholders.

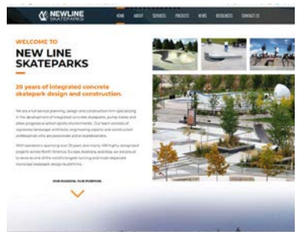








Another key aspect of our approach will be keeping our working sessions highly interactive. In addition to 'airing out' important development issues through meaningful discussion, we encourage other types of 'hands on' involvement such as writing, sketching, and real time 3D modeling of park ideas/elements alongside our team within the meetings. Outside of scheduled meetings, stakeholders will be once again invited to submit written comments, sketches, pictures etc. through our custom web survey for feedback and consideration from our team. *For even further interaction, youth will be encouraged to assist our team in presenting concept plans and revised design renderings back to the community as the project progresses. In addition, youth/young adults interested in pursuing education related work experience / credit programs will also be invited to participate in our design process where possible (this has proven to be very rewarding on past skatepark projects we have completed).*



Check us out! Log on to www.newlineskateparks.com

Overall, engaging key stakeholders in a meaningful way early in the process will be a major key to the project's success. We will seek to gather endorsements in a logical order and work to identify and focus on common goals to bridge gaps between stakeholder groups. Moreover, by researching local issues ahead of time and utilizing empirical information gained from other skatepark projects we have completed, we will strive to preempt many of the contentious issues that can arise from public misconceptions that often surround skatepark developments.

Based on our experience with similar projects, we propose conducting 3 public design workshops and an ongoing series of internal meetings throughout the development program. This should provide ample opportunity to conduct an in depth design development program and allow stakeholders to view and understand the proposed skatepark design objectives. At each major meeting a combination of comprehensive hand sketches and 3D renderings will be used illustrate project details at different stages of development. This will in turn provide key stakeholders and the community with an accurate representation of how the skatepark will look and function within the Frank Brown Park site before moving forward to construction.

NEWLINE SKATEPARKS

2. Context and Design Considerations: Creating a fully integrated park design that not only provides world-class skateboarding/BMX/scooter terrain but also enhances the site and respects the surrounding community will be a key focus of our design team. The Frank Brown Park site offers an exciting setting for the development of a truly inviting and unique all wheel park destination. However, along with the many contextual opportunities the location offers, several challenges may also arise that must be approached tactfully. Of significant importance will be working with the site's existing ground conditions, protection of the public and natural environment during construction, and ensuring a tactful integration of the skatepark with all surrounding multiuse amenities/areas (current and future).



Bio Filtration and Sand Filtration Planters not only provide for creative LID storm water treatment but may serve as integrated skateable elements



Light-Weight Structural Styrofoam Sub Base
Queensborough All-Wheel Park - New Westminster, BC and Seattle Center Skate Plaza - Seattle, WA

Geotechnical / Site Base Data - Our experience has shown that many sites can pose certain challenges to development due to the presence of unstable sub surface conditions that stem a variety of factors. Our team is well prepared for these type of challenges and has extensive experience designing and building over existing concrete foundations/slabs, contaminated sites, high water tables, flood plains and variable ground conditions within Bay County and across Florida. For each project's unique geotechnical and civil requirements, our team has employed an engineering process that draws on the skill and experience of our internal staff as well as the direction of local geotechnical engineers with relevant first-hand knowledge and expertise relevant to the ground conditions of Panama City Beach. We will ensure the entire team clearly understands the nature of the proposed facility and then jointly develop our final grading and drainage, base prep, and structural details for the park. For the new Frank Brown Park skatepark, our team will match a thorough understanding of geotechnical conditions with a full analysis of all existing civil infrastructure that may be eligible for tie-in with the new development. The result will be a final design plan that maximizes the potential of all suitable existing site infrastructure while mitigating any negative affects that potentially challenging sub surface conditions may have on the final budget and facility play value.



Use of recycled base materials



Soil analysis for biofiltration area



Ecosmart Concrete

Sustainable Development / Green Infrastructure / Protection of Public During Construction - Preserving natural and built environments will also be critical when we develop our plans for the site. Relevant ecological initiatives, surrounding vegetation, and the comfort of the public and nearby residents must be considered. Our team will ensure the park's design and construction documentation accounts for proper access of construction/maintenance traffic, proper treatment of storm water, tree protection, erosion and sediment control, and removal of unwanted materials in a way that minimizes undesirable impacts to the surrounding site area. We are proud to have introduced LID and 'green drainage' systems on a number of our recent skatepark designs and continue to participate in Leadership in Energy and Environmental Design (LEED) certified projects throughout North America. We look forward to providing our experience in this increasingly important area and offer the following sustainability practices that could be considered for the new PCB skatepark (note that this is not an exhaustive listing):

- *Implement opportunities for onsite treatment of storm water through skateable biofiltration and sand filtration planters within skatepark hard surface and surrounding landscape ('green' storm water management system).*
- *Source locally produced granite for ledge applications*
- *Use of recycled concrete as potential skatepark sub base material*
- *Use of recycled steel in potential skateable sculptures*
- *Use of 'green friendly' or EcoSmart concrete and state of the art PLANT FIBER reinforcement in mix design*
- *Recycling of wood forming materials used in project*
- *Provide incentives for project staff to access work site by skateboard, bike, public transport*
- *Avoid unnecessary document printing related to project and use recycled paper whenever possible*





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Area Seniors capturing the action at a local skatepark

Most importantly, the new skatepark should be an inviting destination for all visitors and provide a true ‘sense of place’ for the community. With this in mind, it is important to not overlook the non-active user. They too must be welcomed into the site - to feel comfortable sitting down, watching or slowly walking by. For the primary users (skateboarders, scooter, BMX, etc.), their activity often happens in bursts and is not a continuous endurance session. Much of the time users are watching, socializing, and waiting for a turn. Thus, focusing on the whole of the site area and design components beyond the immediate function of the skate and bike park terrain will be critical. The following sections outline just a few elements that will be considered in this endeavor.

Safe pedestrian walk ways and viewing areas – Ensuring collisions/conflicts do not occur between skaters and casual visitors/bystanders will be important for setting the ‘tone’ for the park. Our team will work purposefully to design an overall layout and surface detail that will naturally direct activity to the appropriate areas without feeling contrived. We will ensure ample room for safe, unobstructed viewing and unfettered access around all key skatepark areas for the user and non-user alike. Existing area pathways and infrastructure will be analyzed, adjusted, and tied into the final design for eventual construction. We are confident that the new facility will provide a significant improvement in the overall accessibility and connectivity of Frank Brown Park.



Spectator overlooks and pedestrian promenades
at The Plaza at the Forks



Diverse colours, textures and integrated landscaping

Landscape and materials detailing – focusing on the landscape design and materials detailing around the park will be important to a pleasant and subtle integration within the site. Our team will provide direction on green space forming and use of varied materials selections that create a vibrant and enduring setting. This will be balanced with our understanding of the construction budget, maintenance requirements, and usage realities of a high use public youth park. For the new PCB skatepark, special attention will be paid to utilizing a combination of appropriate local plant palette, pavers, steel and rock work options to create functional viewing, socializing, and shade areas in sync with the community’s picturesque surroundings and unique character.

Art integration and theming – With a movement for greater integration of youth culture and contemporary activities into mainstream society and public spaces, we are beginning to look at skateparks differently. The days of the typical ‘concrete square’ are quickly coming to an end as a new generation of increasingly holistic skatepark designs respond to far more than purely function. A major part of this new design vision includes introducing art installations within and around the skatepark development. Our team has had the opportunity to spearhead this concept in North America and is excited with any opportunities the CPCB and local community may wish to pursue.









locally inspired skateable art installations at our Plaza at the Forks,
Dickies Skate Plaza, UBC Skatepark, Roanoke Skatepark
Carrington Covered Skatepark and Gitanmaax First Nation Skateparks

With a diverse site area, rich local culture and proud history, there will be ample opportunities for both skateable/rideable sculptures and other artistic elements. Whether it be referencing the community’s breathtaking waterfront setting or more modern representations of Panama City Beach as a beacon for inclusivity and diversity, numerous ideas will surface for art installations that capture the City‘s ‘spirit’ and ‘feel’. We look forward to engaging the community to help direct and determine the thematic structure and opportunities for art interventions within the skatepark’s rideable footprint.

Our experience with the Plaza at the Forks in Winnipeg, MB is an excellent example of the integration of art and skate terrain. The design introduced locally created/inspired signature skateable sculptures and other art pieces from concept through completion into what would become a world-renowned public space. It was a process without precedent that has now given our team the unique advantage of understanding how to successfully engage local artists *(and work within official City Art Programs),* help choose submissions and oversee the transformation of artistic concepts to built installations that are both interesting and safe to skate. We have also acquired a keen understanding of the budget implications that come with each step in the process.

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SKATEPARKS

While our design team may have many ideas for compelling artistic themes and concepts, we want to be careful not to prescribe these to the project prior to hearing from public. Our experience has shown that many of the most exciting artistic solutions have been informed by local youth and community via our series of interactive design workshops and engagement events. Ideally, we want key stakeholders and the greater community to truly feel that they have provided meaningful creative direction on the final artistic themes and concepts.



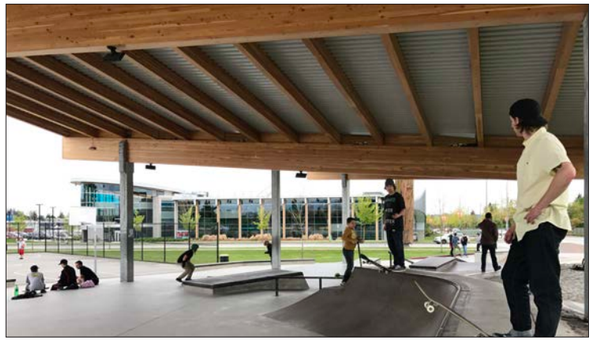








Skatepark Roof / Open Air Structures – Innovative architectural roof structures and creative park shelters have received considerable attention in the international municipal action sports park industry over the 5 years, and along with our leadership in the skateable art movement, our team has been honoured to introduce the first purpose-built municipal skate/bike park roof structures in North America. Starting with the Chuck Bailey covered youth park in 2011, and followed up with our landmark Cloverdale covered youth park in 2014, we were able to demonstrate the tremendous successful impact introducing compelling covered structures within the skate/bike park environment can have. This impact not only relates to facilitating safe skateboarding/bike activity in the park during inclement weather, but also for opening up opportunities for special events, shade, artistic installations, and servicing hubs (water, power, multimedia). Our unique experience with skatepark/bike park specific roof structures has provided our team with a rare ability to provide custom architectural installations that are functional within the context of a complex actions sports environment, visually striking, and cost effective. *While perhaps not to the same scale as Chuck Bailey and Cloverdale, we look forward to potentially applying this skill and experience to the design-build challenge at Frank Brown Park to develop a creative open air structure that is 'uniquely Panama City Beach' (in terms of sustainable material use and architectural detailing) while also being cost effective and highly functional.*

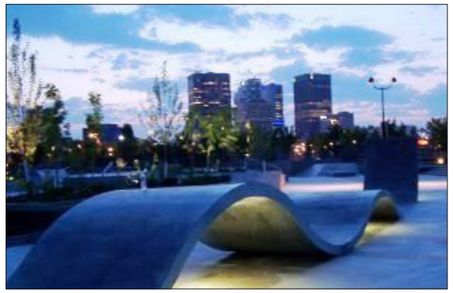






Covered structures from our Cloverdale and Chuck Bailey covered youth park projects

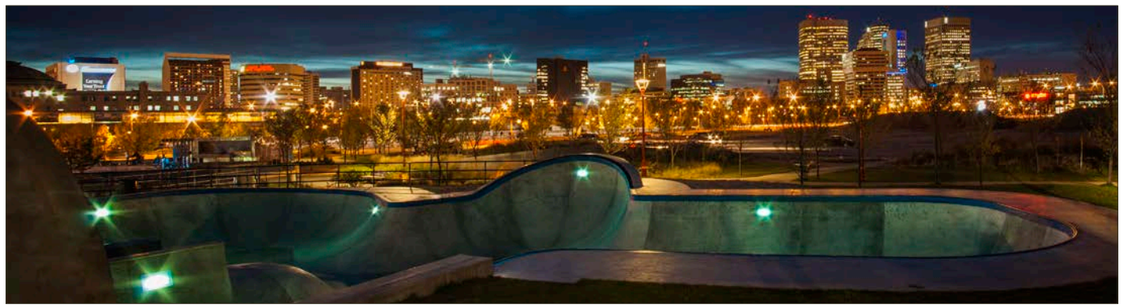
NEWLINE
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Site Servicing / Lighting – Site services engineering for any modern youth park is important and must be performed with consideration to future amenities as well as immediate usage requirements. O*ur team is proud to have served as a pioneer in the development of skatepark specific photometric studies/ plans and are happy to present options for immediate or future implementation.* We have developed proven strategies to cost effectively implement optimal lighting programs in relation to specific user preferences, energy efficiency/conservation and neighborhood impact.







The challenge will be to develop and install a plan that meets the reality of the current budget and satisfies the desires of the Owner, park users and surrounding community. Our approach will be to communicate the available lighting choices for the specific requirements outlined in the RFP (photocell/motion activated with timer override, Dark Sky compliant), while also providing additional comprehensive lighting options for execution at the Owner's discretion. For the project at hand, we see a tremendous opportunity to include highly creative but cost effective artistic lighting accents in some of the signature skatepark features / skateable art installations. Whatever plan is implemented, it will be critical to consider the long term operation goals of the skate/bike park and ensure the initial scope of construction will accommodate any future lighting upgrades (if applicable).









Site Signage – From recognizing project contributors to helping educating park visitors, signage may be an important item for the skatepark. Above are just a couple of examples of signage options from previous New Line projects that may serve as a base for this development. In many cases we have found great success with the use of highly durable concrete, granite/natural stone and steel materials combined with innovative molding and engraving techniques - all intended to be vandal resistant (through material impact density and graffiti abatement protection) and in most cases even rideable by skateboard, inline and BMX. Our team looks forward to presenting unique signage options for the CPCB's consideration.

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CPTED (crime prevention through environmental design) – Throughout North America we have witnessed the tremendous effect that skatepark-specific CPTED planning in can yield. Our team will consult with project stakeholders to identify current and potential crime and safety issues in the park and surrounding neighborhood, and design to mitigate the chance of their presence in the new development. Our experience with the Downtown Vancouver Skate Plaza (see picture and profile below) will also prove invaluable as the creation of the facility resulted in a major decrease in illicit activity in a trouble-ridden location – a true skatepark success story!



The Vancouver Skate Plaza successfully uses an under utilized scrap of industrial land under the Georgia Street viaduct and transforms it into an internationally recognized street-style skateboarding plaza. The design was developed in close partnership with the Vancouver Skate Coalition, the Vancouver Police Service, and surrounding community members through a series of interactive workshops and a custom online forum set up for ongoing stakeholder feedback. Key emphasis was placed on creating true 'urban form', maximizing available budget through creative use of existing site infrastructure and value engineering, identifying appropriate skateable and non-skateable access routes to and around the site, and the implementation of sound CPTED principles. Since its completion, the park has served as the basis for case studies across North America for the development of successful youth parks in areas undergoing urban renewal.

Canadian Society of Landscape Architects
Regional Honour Award

Skaters for Public Skateparks
Case Study - Success Project

Graffiti – hand in hand with CPTED principles is the common skatepark concern of graffiti. Despite the challenges this issue can pose, it is being addressed successfully by communities across North America through a combination of facility design techniques and park operating policies supported by the community. For graffiti, our team will work closely with the CPCB to explore an array of management techniques ranging from commissioned graffiti art programs to zero-tolerance policies involving mitigating graffiti through state-of-the-art liquid removal systems. We are proud to have consulted on some of the first successful community commissioned skatepark graffiti art programs in North America while also helping identify suitable 'cover-up' paint mixes and surface-safe steam/liquid removal systems for municipalities who have chosen to go graffiti free.

Park visibility must also not be overlooked. As countless communities throughout the country attest, visibility is a key component to the success of a modern youth park. Projects that are open and highly visible generate interest and engagement from the community, while those that are hidden have proven to breed a host of social problems. Our team will take care to ensure available sight lines are maintained in conjunction with the design of all concrete elements, land forming and planting.



Park Accessibility / Accessibility Requirements - Park accessibility must be considered when developing an inclusive public skateboarding/ BMX facility. Our team is no stranger to designing to various State and Municipal accessibility requirements and is currently working with compliance officials for many of our skateparks underway in multiple jurisdictions throughout Florida and across North America. This work has afforded us with an in depth understanding of the most recent public park accessibility considerations, which we will utilize as a base for the Idaho Springs Skatepark. *However, our team desires to look beyond State regulations by exploring additional creative design options that will allow for an even more inclusive experience for disabled park visitors/ users* ***(recognizing that a growing population of disabled visitors will actually be riding the skatepark terrain).***

At minimum, access to the skatepark facility will comply with Title II of the American Disabilities Act (which references municipal facilities, services and programs). Specifically, construction code 111.4.1 for Area of Sport and Activity accessibility requirements will be followed as a starting point. Examples include: access ways that may include ramp grades and landings, pathway widths, transition and letdown points, bollards, access to amenities such as picnic tables, benches, and resting areas to the perimeter of the active user space. In the skatepark user space itself, the design will include designated standing and gathering areas with strict adherence to fall height requirements and requirements for guardrails or barriers to prevent falls to the outside of the riding zone.

Visually Impaired Professional Skateboarder and Adaptive Design Consultant, Dan Mancina, riding New Line Skateparks' LaGrange Community Skatepark
- LaGrange, GA

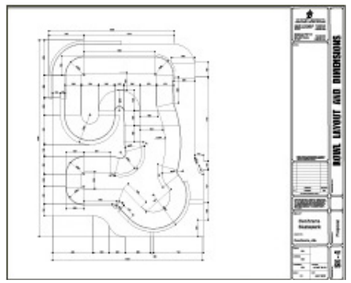


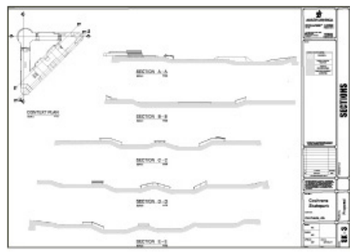
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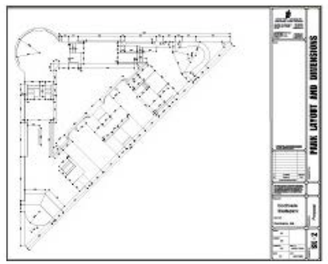
3. Technical Design and Working Drawings The technical drawings for this unique project will be of critical importance. Our team takes this task very seriously and we challenge ourselves to create informative, illustrative, and comprehensive drawing packages. Our goal is to eliminate all ambiguity in the project specifications to help ensure a very clear approval and construction process.

Our ability to deliver industry leading drawing packages stems largely from our experience from both a consultant and contractor's standpoint. New Line Skateparks is one of the most experienced concrete skatepark specific design-build teams in the world. **Over the past decade, we have built out a large proportion of our 450 + skate and bike park design projects through our own fully bonded and insured construction teams.** The constant exposure to both realms of project management allows us to quickly improve/refine our drawings and communication strategies in response to field problems/ issues on an ongoing basis. Essentially, as we design we also understand intimately what it will take to execute in the field. This heightened knowledge allows us to stay on budget and deliver final designs as they were intended - not as near replicas. This is another competitive advantage of our team and a major reason for our award winning facilities.

All drawings will be generated and engineered 'in-house', allowing for a seamless stream of communication within our development team. Review sets of all plans (including a comprehensive storm water management plan) will be provided at various stages of completion for approval by the project owner and the appropriate regulatory bodies. Upon final red line review and approval, all skatepark specific drawings and specifications will be issued for construction. To date, our custom drawings and specifications have been approved for implementation across North America. **Errors and Omissions insurance of $2,000,000 *(specifically covering concrete skate/bike park design)* will accompany each final drawing submission.**







4. Construction Once the design drawings have been converted into technical details the park must be built. For this important responsibility, New Line Skateparks Inc. is excited to offer one of the longest running, most experienced and highly recognized concrete youth/skatepark construction teams in North America. Our team has worked hard to earn this industry reputation over the last 23 years.

Construction Staff - Skate/bike park construction is a very technical and specific art form that requires the proper care and precision to 'get it right'. Crew members must not only possess highly specialized concrete construction expertise but also have a comprehensive understanding of the skatepark user groups and their activities. Our team consists of approximately 40 full-time highly trained and accredited concrete construction specialists (including 3 ACI trained shotcrete nozzlemen), most of whom are also active recreational and/or competitive skateboarders, BMX bikers and parents of middle school children. Under the leadership of Kyle Dion and Trevor Morgan, some members of this crew have worked together since the company's inception (23 + years), resulting in an extremely efficient and experienced proven core team with an unmatched level of top-rated municipal concrete skateparks to their credit.

'Construction Compartmentalization' - The term 'construction compartmentalization' simply refers to the division of the skatepark project into manageable units. We do not tolerate cost/schedule cutting through the use of massive concrete pours. We prefer instead to pour panels within manageable dimensions that allow experienced finishing crews to spend time 'polishing' and 'smoothing - out' the finished surface. The first panel poured should resemble the last, thereby providing a uniform surface across the park.









CNC Form Fabrication and Custom Finishing Tools - To further ensure all concrete elements are completed accurately to the set design specifications, New Line Skateparks Inc. has access to a custom fabrication facility equipped with Computer Numerical Control (CNC) technology. The shop prepares complex forming packages and custom concrete finishing tools required for each unique project. The specially fabricated forms and tools allow for a significantly higher degree of terrain accuracy and quality throughout each park while providing heightened efficiency and cost savings by virtually eliminating the majority of arduous onsite form preparation (typically 2 - 3 weeks). The CNC form and tool system is proprietary to New Line Skateparks and has been the result of years of testing on projects across the globe.

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BMX Reinforced Coping / Custom Edge Detailing - With the range of users taking advantage of the new recreational opportunities afforded by youth parks, we have seen some challenges to strong construction and durability. Skateboards, bmx, and inline, all have an impact on the park and it is critical to provide a 'heavy-duty' finish so that the park maintains a safe and 'new' feeling for many years. One of the main issues related to park degradation is weak edges. These edges exist on all concrete features, either at coping or on steel edged ledges.

One "optional" innovation that was brought about due to concrete damage from bmx 'pegs' was the alteration of our coping detail. We now utilize heavy gauge steel plates welded to the top of coping (with the appropriate offset for 'locking-on'), set flush in the outer deck of the park. **This detailing is used exclusively by our team and provides a consistent and heavy wear plate for the extended pegs of modified bmx. This innovation does not affect the skateability of a park, but enhances the long-term wear of the concrete.**

Another innovation in edge detailing is the use of custom poured concrete edges. The construction team prepares a number of forms that replicate the concrete edges of surrounding seat walls and ledges. These 'concrete coping' elements are bolted into place where traditionally we have placed steel edging. This element provides a true 'street' feel. Skaters have commented that they appreciate some elements within the park that allow them to have a true concrete grind edge. This concrete element can be changed after a period of heavy wear, without large cost or time expenditure. The result is a park that feels 'new' for an extended period of time.







Concrete Mix Design and Reinforcement - While the skatepark must be formed, shaped, and finished correctly, it is critically important not to overlook the intricacies of effective concrete mix design and reinforcement specifications. As one of the Country's longest running municipal concrete skatepark builders, New Line Skateparks brings nearly 23 years of proven skatepark-specific concrete mix design and reinforcement research and field testing to every project undertaken. *Each specialized concrete mix design variation and associated steel reinforcement specification has been developed with feedback from multiple engineering disciplines, ready-mix suppliers, and ACI / ASA certified concrete consultants, and will be tailored to each skatepark's unique terrain elements (ie. flat vs ledge, vs. bank vs.transition vs oververtical), site-specific engineering recommendations, and regional aggregate properties*. The result will be a final skatepark facility with superb concrete durability and performance specific to *local climatic conditions in Panama City Beach* . Our continued leadership in the field of skatepark-specific concrete mix design and reinforcement technology is a major reason *our team has earned the trust of communities across the Continent.*

All Weather / Winter Construction **-** Our team is no stranger to difficult work conditions and demanding time lines. With many municipalities facing increasingly stringent grant requirements and ambitious community expectations related to project schedule and budget, we have responded with the development of specialized tools and procedures that will minimize risk of project weather delay. This includes the use of a specialized series of concrete shelter systems as well as other industry best practices for architectural concrete works under inclement weather conditions. Our success in this area has made us one of the most sought after construction teams for time-sensitive and off-season projects.





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Community / local business participation / youth mentorship and work experience programs - Truly successful skateparks have proven to be the result of active involvement from individuals across the entire community. This is true in relation to gathering input during the design process but often also throughout the execution of the park's construction. Our team welcomes the participation of community members and neighborhood businesses throughout project's duration in both a paid and volunteer/donation capacity. From past experience, we know that many landmark projects would not be possible without this consideration.

Please see the following information on our approach to accommodating various donations and keeping project monies within the community by retaining local businesses to assist with project work.



local company, MD Landscaping, assists with excavation and grading in Cochrane, AB



community volunteer and skatepark work experience program at Mount Nelson Skatepark - Invermere, BC

Donations in kind... Donations of cash and materials/labor in kind from the community may be contributed to this project during design development and at various points throughout construction. Our team welcomes select donations of materials and labour at a reasonable market value. Each donation will be reviewed and discussed with the project owner and a value will beset prior to accepting. Each contribution will result in a contract credit or addition to the park development. These additions may include extra square footage, park amenities, additional landscaping, etc. *Our team will work closely with the CPCB in exploring major in-kind donation options - especially opportunities in the areas of concrete supply, fill material, excavation machine time, landscaping supply, site fencing, iron works, etc. In past projects we have seen some of these items contribute to* ***up to a third or more*** *of the overall project budget!*

Paid Participation... Although concrete youth/skatepark construction is a highly specialized field involving unique equipment and personnel, there are still many opportunities for local businesses to assist with paid scopes of work for the Panama City Beach project (we want to keep as much of the skatepark construction budget possible within the community). Below are materials, equipment and labour our team will seek to source in Panama City Beach (these items may also serve as eligible in-kind donations):

- Excavation machinery and civil works services/contractors
- Trucking / shipping
- Structural fill materials
- Drainage materials
- Rebar
- Lumber
- Concrete supply and pumping
- Overnight site security during critical pours
- Landscaping services and materials
- General labour for basic site assistance

Safety – Safety of our crews and the community from project start to finish is paramount to our team. Over the past 22 years we have developed a comprehensive OH & S compliant safety plan designed to protect our crews and the public throughout the construction process. Success with our safety program is evidenced by a clean track record with Workers Compensation and zero formal infractions issued by any state safety regulatory body to date. **We look forward to continuing safe operations for the City as an official *Certificate of Recognition* (COR) accredited company. New Line Skateparks was the first concrete skatepark specific design-build team in North America to hold this advanced standard of construction safety certification.** We look forward to submitting our detailed safety plan for the CPCB to review prior to construction start-up.

Workplace Safety Certificate of Recognition

5. Overall Quality Control - *New Line Skateparks has established design and construction operations that are in general compliance with ISO 9001 quality assurance measures, and environmental policies in general compliance with ISO 14001.* Our team will provide timely reports on project progress for compliance to specifications and client expectations. Detailed reports will be provided to the owner's representative to ensure that schedule, budget, and deliverables are met. If the Owner has specific questions related to progress, schedule, or quality, our team of professionals will investigate and respond in a timely fashion. Our team uses ISO 9001 standard protocol for project documentation and reporting. The Owner can expect clear, concise, and professional documentation of project progress so that reports can be made to other senior staff, specific departments, or political constituents.

Budget Control - Our team is a national leader for concrete skatepark design, technical detail development, and construction. Because of our intimate knowledge of this style of project development, we are collectively involved with approximately 35 new concrete youth parks every year. This involvement in a variety of jurisdictions has given us a unique perspective on costing trends and projections throughout Florida and across the continent. Our in-house senior quantity survey team has worked on over 450+ construction sites for skatepark development and we bring an unparalleled understanding of the issues that affect concrete skatepark construction costs. Our team has full confidence in our ability to deliver a final design and construction program that will demonstrate exceptional value for the CPCB and remain on-budget in accordance with the original project parameters. We look forward continuing this track record of budget certainty during this project with a final detailed construction cost breakdown submitted for approval prior to construction start-up.

Schedule Control - From our experience working on ~450 similar facility developments across the continent, our team is confident that the schedule outlined within this proposal is both reasonable and achievable. A final project timeline will be confirmed (and adjusted if desired) with the owner prior to start up and reviewed on a weekly basis by the consulting team to ensure key milestones are being met within set time allowances. Should a schedule deviation occur, all parties will be notified immediately with a discussion on project implications and mitigation options taking place thereafter.

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6. Warranty and Post Occupancy Support - Having the appropriate checks and balances is important for any large construction project. The development of the new Panama City Beach Skatepark will be no different in this respect. Our team will be available to commission a series of testing over the project's course including fill compaction as well as various concrete mix design, slump, and cure tests. In addition, we will work with the Owner to create an open schedule of inspections by the appropriate municipal staff and local regulatory bodies. This will then be backed by our *2 year warranty* program with regular review inspections conducted by senior staff from our Florida o base (warranty period may be extended subject to negotiation and associated bonding costs).

Prior to opening our crews will also conduct a *maintenance and care seminar with appropriate City Staff*. This will include an onsite 'hands on' session covering typical maintenance and operations procedures. Finally, a comprehensive park *operations and maintenance manual* will be provided for reference, and we are always available for assistance with our parks at anytime.

As much of the park will be constructed highly durable municipal grade concrete based on the best practices of our 23 year industry tenure, the facility will require relatively minimal maintenance over the expected 35+ year life span. That said, we encourage our clients to engage in regular inspections and some level care for the park each season.



AN OWNER'S GUIDE FOR YOUR NEW SKATEPARK

Congratulations, your community is now the proud owner of a modern concrete skatepark! As with all public facilities and capital assets, your new skatepark will require management. This document offers a summary of tips and advice to be considered for both PRE AND POST OCCUPANCY in 3 key areas:

RISK MANAGEMENT

MAINTENANCE & OPERATIONS

PEOPLE & COMMUNITY

* Disclaimer: The information provided in this manual is a collection of general tips and suggestions based on our team members' and clients' past experience in the development and operations of public concrete skateparks. While we hope this guide is helpful, it is not intended to be an exhaustive or definitive resource for all aspects related to the topics addressed therein (Risk Management, Maintenance and Ops, Community Integration). In particular, all Risk Management information should be reviewed and approved by your Risk / Legal Professional prior to implementation.

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METHODOLOGY AND SCHEDULE

The following pages reflect our detailed work plan and project schedule. While we are confident in the rationale for our methodology, our team is always open to adjustments in cooperation with the City to best serve the project. We have been careful to monitor our company growth and workload over the last two decades and offer our full confirmation that our team (~75 full time staff) has the availability, and specialized resources required to execute this special community project within the schedule parameters outlined. **Our project commitment involves a highly responsive, in-person consulting presence and interaction with the City and community, taking advantage of our history of work in the immediate area and our intimate understanding the of the design-build challenge that lies ahead.**

Phase 1: Site Analysis, Community Consultation and Concept Design

Task	Specific Objective	Timeline/Deliverables
1.	**Project Initiation, Program Review and Site Base Data Collection** The Design-Build Team will meet with the City to review the intended program for the skate/bike park development. At this time, project goals and objectives will be confirmed, work plan steps and schedule milestones reviewed, lines of communication established (including a suggested bi-weekly update meeting day and time), and key design and engineering parameters verified. Focused time will also be reserved to discuss our proposed approach to the key stakeholder and public engagement process. The Design-Build Team will then work with the City to review all on hand base data for the site. This will include all relevant planning documents and development guidelines, existing GIS information, and other pertinent data related to grades, irrigation, existing vegetation, current and future site development. This information (along with our separately commissioned site survey and goetechnical study) will contribute to the base for all future planning and design work. We will conclude the Initiation session with a thorough 'walkthrough' of the project site with City staff to discuss existing conditions and other key context-driven development considerations.	*Week 1* *(Upon Award)* Meeting minutes key contact Information Project Journal initiated Proposal concepts and budget reviewed Project safety, environmental and quality assurance plan submitted Geotechnical Study and Site Survey Initiatied
2.	**Create Base Maps and Site Analysis Drawings** Using information gleaned from task one, the design team will prepare base maps from which all future design work will be based. This is critical to ensure that design development adheres to an accurate site specific data set and the design team does not encounter unexpected site conditions later in the technical design phase.	

Phase 1: Site Analysis, Community Consultation and Concept Design...

Task	Specific Objective	Timeline/Deliverables
3.	**Skateparks 101 Community Participatory Design Workshop 1** Prior to engaging in conceptual design development, the consulting team will conduct a community project information session and design workshop. This ~2hr session usually takes place in the early evening at a time convenient to both parents and youth. The workshop will begin with a presentation introducing the project team and objectives, an overview of the skatepark development journey, and an exciting case study based review of modern concrete skateparks and the activities they facilitate (our internationally recognized 'Skateparks 101' presentation). Once attendees are familiarized with the project parameters and vast array of skatepark improvement/ expansion possibilities / options, the workshop will then transition to a comprehensive, 'hands-on' component consisting of a 'dotmocracy' exercise, interactive drawing/ sketching, writing, discussion, modelling of specific park layout/features, and site integration options ***(note that the preliminary/sample concept directions submitted in this proposal may be also be referenced as a starting point for this exercise)*** The workshop will conclude with a general summary of the input received and the collection of all participant sketches and feedback forms. Attendees will be encouraged to continue submitting ideas and comments through our custom online survey until such time that the design team returns for the next community design workshop.	*Week 3* Prepare and conduct workshop Minutes and summary report of workshop submitted to Owner Online forum open for continued feedback.
4.	**Begin Development of Alternate Design Concepts** The consulting team will tabulate information from the first participatory design workshop and initial key stakeholder meetings to begin developing concept directions. Our experience has shown us that one dominant design detail will begin to emerge through this process, although we will offer a couple concept options for feedback. Our team is prepared to provide design for all aspects of the surrounding site area as highly integrated design approach.	Workshop feedback tabulated into spreadsheets, written summary, and presentation graphics for Owner and Public review. In-progress design sketches provided to Owner and posted online for continued feedback
5.	**Internal Review of Preliminary Budget Concept Options** The consulting team will meet with the City to review the concept development progress and discuss budgetary issues. The designs will continue to be refined and the cost implications of the preliminary concept(s) will be evaluated in preparation for presentation to the public	*Week 8* 2D concept drawings and preliminary cost estimates reviewed with City

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Phase 1: Site Analysis, Community Consultation and Concept Design...

Task	Specific Objective	Timeline/Deliverables
6.	**Presentation of Preliminary Concepts - Community Design Workshop 2** Comprehensive 2D renderings of the preliminary concept design options will be brought back to the community for feedback through a second interactive design workshop on a weekday evening convenient for parents and youth. The concept presentation will consist of a PowerPoint aided overview of the development process to date, a discussion of the guiding principles established at the first participatory workshop, and a thorough review of the site-specific concept design(s) developed for the skatepark expansion/improvements. This will be followed by a general Q&A session and opportunity for attendees to vote (via feedback feedback forms and online survey) on the preferred concept directions + submit suggestions for any final modifications of the final concept design.	*Week 9* Prepare and conduct workshop 24” x 36” presentation panels of 2D skatepark concept renderings. Concepts will be posted to online forum for continued voting.
7.	**Preparation of Preferred Concept Design and Review with City** Detailed 3D renderings and updated cost information of the preferred concept will be prepared and then reviewed with the City for comment and feedback.	*Week 12*
8.	**Presentation of Preferred Concept - Community Design Workshop 3** Comprehensive photorealistic 3D renderings of the preferred concept design will be brought back to the community for any final feedback through a third interactive design workshop. The final community concept presentation will consist of a PowerPoint aided overview of the development process to date and a thorough review of the final concept design developed for the skatepark. This will be followed an opportunity for attendees to provide any last comments for consideration in written feedback forms.	*Week 13* Prepare and conduct workshop 24” x 36” presentation panels of 3D skatepark concept renderings.
9.	**Submission of Final Concept Design and Phase 1 Summary Report** Any modifications as a result of the final community concept design review will be prioritized for implementation and work will begin on the final concept adjustments in conjunction with the City. We will update our plans so that the preferred park concept is fully dimensionally correct and technical drawings can proceed with ease. The final park concept and Phase 1 summary report will be submitted to the City and we will be available to conduct any final presentations to relevant parties as required.	*Week 14* Final concept design renderings and conceptual cost estimate+ Phase 1 summary report.

Phase 2: Technical Design and Construction Drawings

Task	Specific Objective	Timeline/Deliverables
1.	**Begin Working Drawings and Specifications and Permit Applications** We will begin work in earnest to complete the technical specifications and working drawings for the youth park project. We anticipate a time frame of 3 weeks until we can submit 60% drawings for discussion and review with City Staff.	*Week 15*
2.	**Complete Construction Drawings Reviews** The technical design team will complete all construction detailing, construction documents and specifications for the skatepark project. Drawing sets and cost estimates will be sent to the City and relevant local and State approval bodies for full red line review and approvals at 60%, 90%, and 100%. Update meetings to review and approve potential in-kind donations will also be conducted at each drawing review milestone.	60%, 90%, and 100% complete drawings, and cost estimates
3.	**Delivery of Final Construction Drawings** Any last amendments will be included in final construction documents and specifications. Final sealed IFC drawings, specifications, and GMP budget package will be sent to the Owner in accordance with the desired file scheme. Any changes made during construction will be provided via ‘as built’ drawings upon completion.	*Week 21* Copies of IFC drawings package, specifications, and final budget delivered to Owner in CAD and PDF formats

Phase 3: Construction

1.	**Construction Mobilization** The construction team will meet with City to review the priorities for park construction and a detailed schedule for completion of key milestones within each phase of construction. Our key COR (Certificate of Recognition) site safety policies, environmental program, and ISO 9001 generally compliant construction quality assurance measures will also be confirmed at this time. We will also work with the City to physically verify the site fencing, construction access and staging areas, and traffic control realities.	*Week 1* *(Exact Summer/Fall 2024 Construction Start Date TBD with CPCB)* *Weekly meeting date with Owner set. Construction progress meeting minutes to be submitted weekly.*

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Phase 3: Construction...

Task	Specific Objective	Timeline
2.	**Layout, Demolitions and Site Preparation** The construction team will layout all design grades, complete all required demolitions and removals, and prepare the site for grading and drainage.	*Week 1*
3.	**Grading & Drainage** The construction team will proceed with installation of the drainage system. Any required site servicing (including conduit and lighting pole bases) will be roughed into the park area at this time. Base skatepark design grades will then be established.	*Week 3*
4.	**Fine Shaping / Banks & Transitions** Once the rough grades are established and the drainage is installed, we will proceed with fine shaping of the park elements. The park construction team will then assess the weather forecast. If weather is favourable for pouring concrete, our team will proceed with installing the banks and transitions. All banks and transitions are poured in small, controlled panels to ensure proper shaping and finishing.	*Week 5*
5.	**Flat Slabs** Once all banks and panels are complete the construction team will prepare, form and pour the base slabs. These sections will require favourable weather as they are larger pours.	*Week 9*

Phase 3: Construction...

Task	Specific Objective	Timeline
6.	**Ledges & keystone features** Upon completion of the banks, transitions and flat slabs, the construction team will proceed with forming and pouring all ledges and keystone features.	*Week 12*
7.	**Finishing Landscaping / Lighting / Support Amenities** Once all concrete is completed and the park is cleaned and ready for use, our team will coordinate all landscaping, lighting and support amenities installation.	*Week 14*
8.	**Clean Up / Demobilization / Project Close-Out and Facility Grand Opening** Upon completion of all construction works, our team will remove debris and prepare the park for public use. Prior to opening our crews will also conduct a *maintenance and care seminar with appropriate City Staff*. This will include an onsite 'hands on' session covering typical maintenance and operations procedures. As-built drawings will be submitted and our warranty program will be initiated. Finally, at New Line Skateparks, we also take pride in participating in the skatepark opening ceremony and dedication events by helping organize professional skateboarding talent and prizes for the community. **We are committed to employing our full resources for completion of the project in a timely manner to maximize community use for the season. Construction of this community scale park is expected to take approximately 18 weeks from mobilization. It is our intention to work efficiently until project completion. Should severe weather alter our work program, we will adjust our schedule to ensure quality control.**	*Week 18*

PCB SKATEPARK DESIGN-BUILD

(P) (D)

(!) Project Milestone

(X) Project Work Production

Proposed Project Schedule

	wk 1	wk 2	wk 3	wk 4	wk 5	wk 6	wk 7	wk 8	wk 9	wk 10	wk 11	wk 12	wk 13	wk 14	wk 15	wk 16	wk 17	wk 18	wk 19	wk 20	wk 21
	April				May					June				July				August			
	1-5	8-12	15-19	22-26	29-3	6-10	13-17	20-24	27-31	3-7	10-14	17-21	24-28	1-5	8-12	15-19	22-26	29-2	5-9	19-23	26-30
Phase 1: Site Analysis, Community Consultation and Concept Design																					
Project Initiation, Site and Program Review	(!)																				
Base Data Collection, Create Base Maps and Site Analysis Drawings	(X)	(X)	(X)																		
Community Design Workshop 1: Project Intro, Review Preliminary Concepts			(P)																		
Preparation of Preferred Concept Option				(X)	(X)	(X)	(X)														
Internal Review of Preferred Concept Option							(D)														
Community Design Workshop 2: Presentation of Preferred Concept								(P)													
Preparation and Internal Review of Final Concept and Budget Breakdown									(X)	(X)	(X)	(D)									
Final Community Presenation and Submission of Phase 1 Summary Report											(X)	(X)	(P)	(!)							
Phase 2: Technical Design and Construction Drawings																					
Begin Working Drawings and Specifications														(X)	(X)	(X)	(X)				
Complete Construction Drawings Reviews															(D)	(X)	(X)	(D)			
Delivery of Final Construction Drawings																		(X)	(!)		
Phase 3: Construction																					
Construction Mobilization																					
Layout / Demolitions / Site Preparation																					
Grading, Drainage and Lighting Pole Bases																					
Fine Shaping / Banks and Transitions																					
Flat Slabs																					
Ledges and Keystone Features																					
Finished Landscaping, Lighting and Support Amenities																					
Clean Up / Demobilization / Facility Grand Opening																					

wk 1	wk 2	wk 3	wk 4	wk 5	wk 6	wk 7	wk 8	wk 9	wk 10	wk 11	wk 12	wk 13	wk 14	wk 15	wk 16	wk 17	wk 18
2024 Project Construction Window (exact start date subject to negotiation with Owner)																	

Phase 1: Site Analysis, Community Consultation and Concept Design																					
Project Initiation, Site and Program Review																					
Base Data Collection, Create Base Maps and Site Analysis Drawings																					
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Phase 3: Construction																					
Construction Mobilization	(!)																				
Layout / Demolitions / Site Preparation	(X)	(X)	(X)																		
Grading, Drainage and Lighting Pole Bases			(X)	(X)	(X)																
Fine Shaping / Banks and Transitions					(X)	(X)	(X)	(X)	(X)												
Flat Slabs										(X)	(X)										
Ledges and Keystone Features												(X)	(X)	(X)							
Finished Landscaping, Lighting and Support Amenities															(X)	(X)	(X)	(X)			
Clean Up / Demobilization / Facility Grand Opening																			(!)		

FRANK BROWN PARK SKATEPARK

SAMPLE CONCEPT EXPLORATION #1

CONCEPT OVERVIEW



SITE PLAN LEGEND

SKATE FEATURES

- A 2-foot Quarter Pipe Wall
- B 5-stair with Centered Handrail
- C China Bank Wall with Hip
- D 3-foot Quarter Pipe With Pocket
- E Hipped Pyramid
- F 12” High Ledge
- G Round Flat Bar
- H 14” High Ledge
- I Combo Island - Kickers, Out-rail, Manual Pad
- J Long Bank Wall
- K Bank Wall With Double Side Hubba Ledge
- L 10”High Ledge / Manual Pad

SITE AMENITIES & FEATURES

1 - Pathway Connections to Existing Bridge(s)
2 - Shade Canopies with Seatwalls Below
3 - Planned Parking Lot
4 - Shaded Concession Area
5 - Pedestrian Entry & Spectator Plazas
6 - Preserved Existing Pine Tree
7 - Detention Basin with Overflow Structure
8 - Mulched Planting Areas

NEWLINE SKATEPARKS

PANAMA CITY BEACH FLORIDA

The following preliminary design directions illustrate 1 of countless stylistic approaches and terrain assortments that could be pursued in some form for the Frank Brown Park Skatepark. Included in this direction, is a versatile selection of highly accessible site-built concrete street-style features tactfully tied into the surrounding landscape. Hardsurface terrain elements will be complimented by numerous safe and inviting viewing areas, possible biofiltration storm water management zones, strong connections to surrounding pathways, and opportunities locally inspired skateable art installations. Creative saw cut floor patterns, integral colour concrete, a custom community logo inscription, and an integrated entry sign will introduce the skatepark to all visitors. *Note: skatepark size dependent on confirmed civil approach, final geotechnical details, and the landscaping + amenity specification desired by Owner. Final design will also be informed by our in-depth consultation process with the Owner and community.*

PANAMA CITY BEACH, FL

MARCH 2024

WWW.NEWLINESKATEPARKS.COM

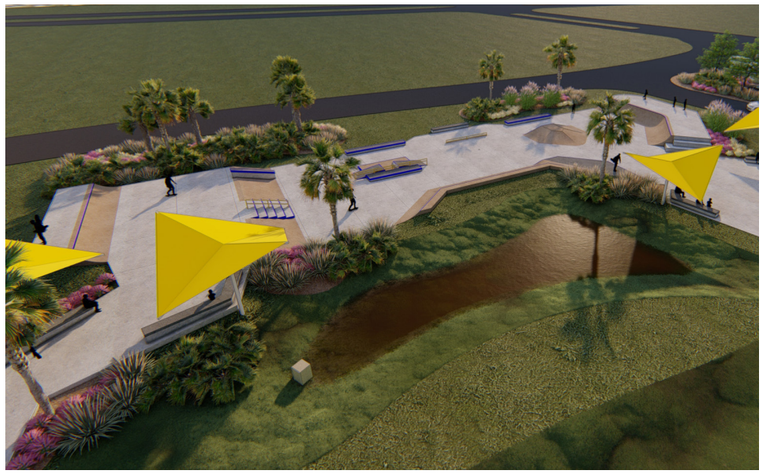
FRANK BROWN PARK SKATEPARK

SAMPLE CONCEPT EXPLORATION #1

BIRD'S EYE VIEW OF SKATEPARK



ADDITIONAL PERSPECTIVE VIEWS





NEWLINE SKATEPARKS

PANAMA CITY BEACH, FL

MARCH 2024

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FRANK BROWN PARK SKATEPARK

SAMPLE CONCEPT EXPLORATION #2

CONCEPT OVERVIEW



SITE PLAN LEGEND

SKATE FEATURES

- **A** 5-stair, Out-Ledge, Gap, Rail & Hubba
- **B** Cantilevered Sculptural 'Sails' Bank
- **C** China Bank Wall with Hip & Inset Ledge
- **D** Mirrored Manual Pad & Ledge Combo
- **E** Square Flat Bar
- **F** Round Flat Bar
- **G** Long Bank Wall
- **H** Bank to Barrier
- **I** Multi-level 3/4 Transition Zone
- **J** Quarterpipe Wall with Roll-in
- **K** A-frame with Ledge, Rail & Gap Combo
- **L** Bank and Step-up Gap Combo
- **M** Mini Transition Pocket
- **N** Potential Turndown Wall Signage Location

SITE AMENITIES & FEATURES

1 - Pathway Connections to Existing Bridge(s)
2 - Shade Canopies with Seatwalls Below
3 - Planned Parking Lot
4 - Shaded Concession Area
5 - Pedestrian Entry & Spectator Plazas
6 - Preserved Existing Pine Tree
7 - Detention Basin at Center of Skatepark
8 - Mulched Planting Areas
9 - Planted Bioswale & Pedestrian Bridge

NEWLINE SKATEPARKS

PANAMA CITY BEACH FLORIDA

The following preliminary design directions illustrate 1 of countless stylistic approaches and terrain assortments that could be pursued in some form for the Frank Brown Park Skatepark. Included in this direction, is a versatile selection of highly accessible site-built concrete street-style features punctuated by a central 'green ilsand'. Hardsurface terrain elements will be complimented by numerous safe and inviting viewing areas, possible biofiltration storm water management zones, strong connections to surrounding pathways, and opportunities locally inspired skateable art installations. Creative saw cut floor patterns, integral colour concrete, a custom community logo inscription, and an integrated entry sign will introduce the skatepark to all visitors. *Note: skatepark size dependent on confirmed civil approach, final geotechnical details, and the landscaping + amenity specification desired by Owner. Final design will also be informed by our in-depth consultation process with the Owner and community.*

PANAMA CITY BEACH, FL

MARCH 2024

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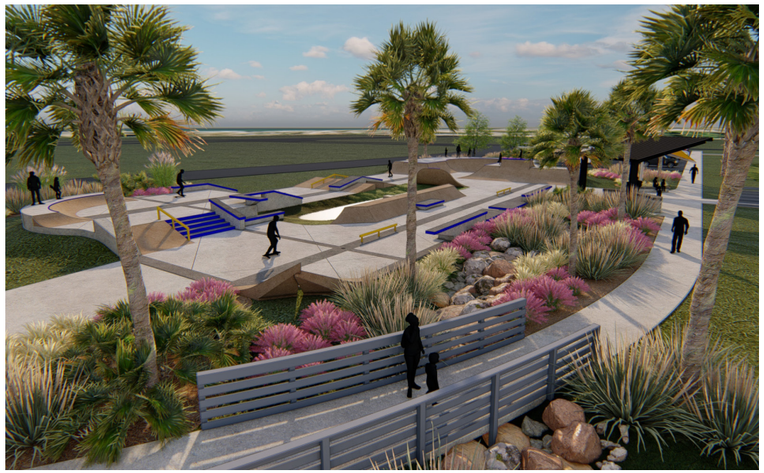
FRANK BROWN PARK SKATEPARK

SAMPLE CONCEPT EXPLORATION #2

BIRD'S EYE VIEW OF SKATEPARK



ADDITIONAL PERSPECTIVE VIEWS





NEWLINE SKATEPARKS

PANAMA CITY BEACH, FL

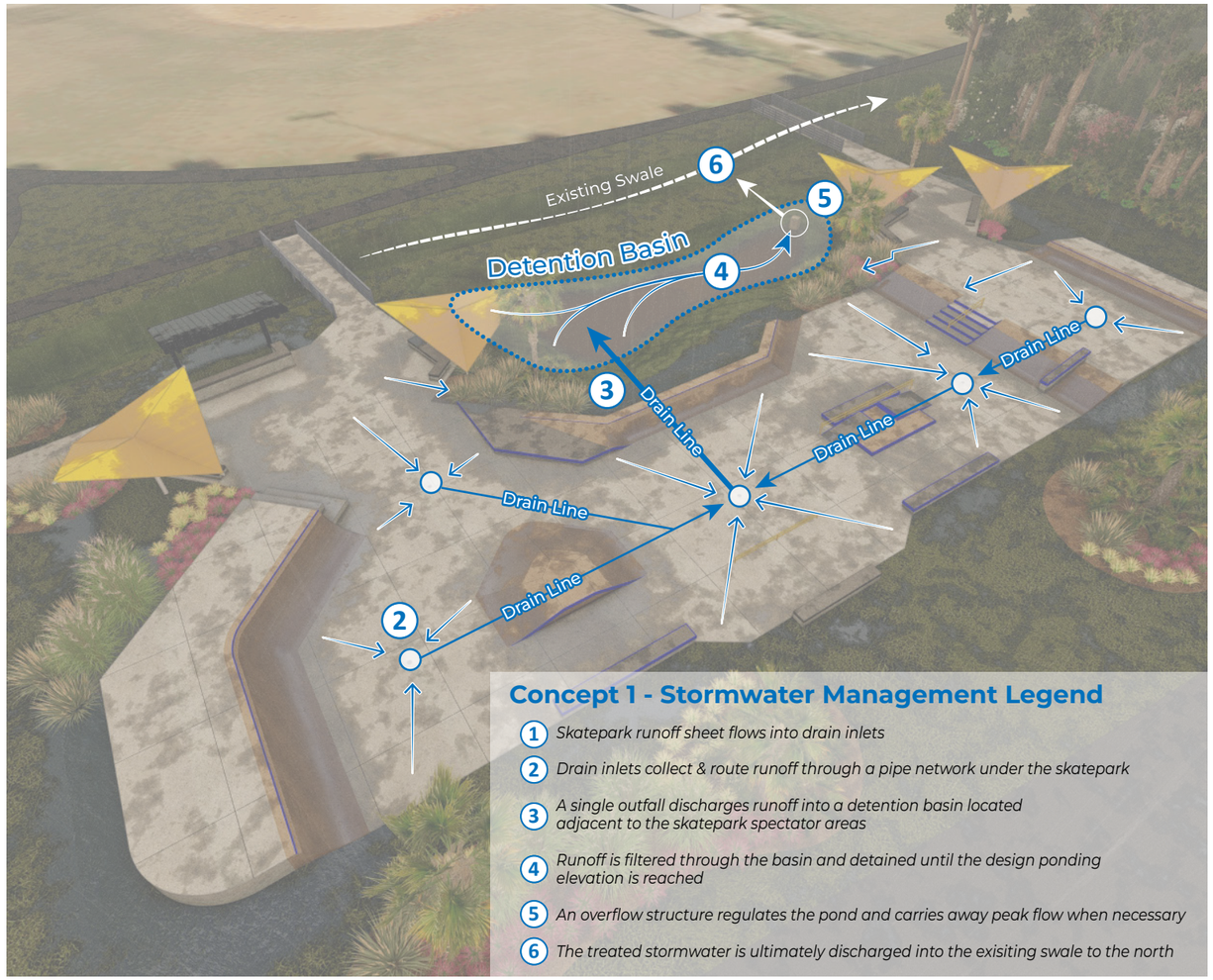
MARCH 2024

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FRANK BROWN PARK SKATEPARK

STORMWATER MANAGEMENT APPROACH

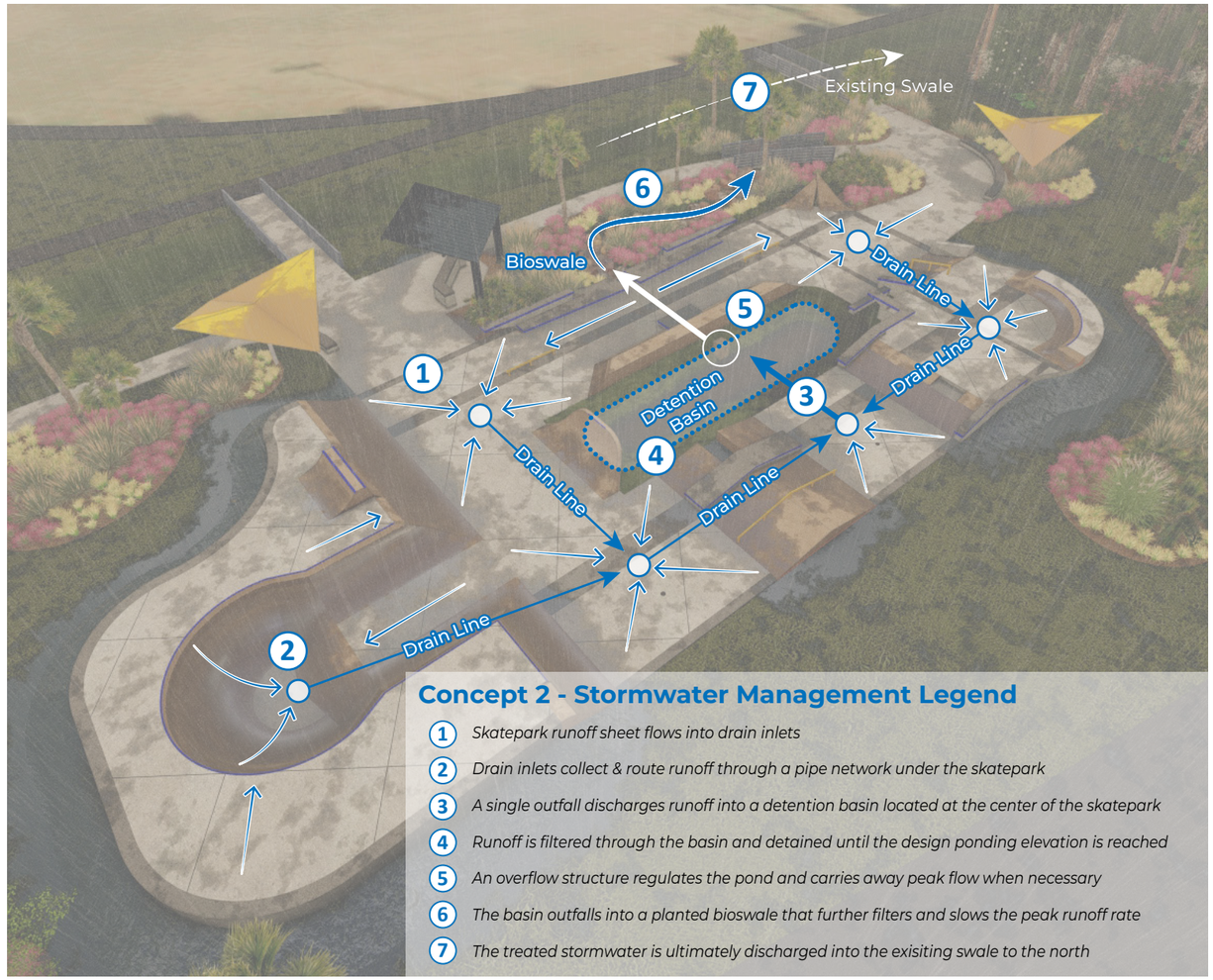
SAMPLE CONCEPT #1 - STORMWATER & DRAINAGE APPROACH



Concept 1 - Stormwater Management Legend

1. *Skatepark runoff sheet flows into drain inlets*
2. *Drain inlets collect & route runoff through a pipe network under the skatepark*
3. *A single outfall discharges runoff into a detention basin located adjacent to the skatepark spectator areas*
4. *Runoff is filtered through the basin and detained until the design ponding elevation is reached*
5. *An overflow structure regulates the pond and carries away peak flow when necessary*
6. *The treated stormwater is ultimately discharged into the exisiting swale to the north*

SAMPLE CONCEPT #2 - STORMWATER & DRAINAGE APPROACH



Concept 2 - Stormwater Management Legend

1. *Skatepark runoff sheet flows into drain inlets*
2. *Drain inlets collect & route runoff through a pipe network under the skatepark*
3. *A single outfall discharges runoff into a detention basin located at the center of the skatepark*
4. *Runoff is filtered through the basin and detained until the design ponding elevation is reached*
5. *An overflow structure regulates the pond and carries away peak flow when necessary*
6. *The basin outfalls into a planted bioswale that further filters and slows the peak runoff rate*
7. *The treated stormwater is ultimately discharged into the exisiting swale to the north*

NEWLINE SKATEPARKS

PANAMA CITY BEACH FLORIDA

Stormwater & Drainage Notes:

- ***Preliminary calculations show that the proposed development will produce approximately 8,500 CF of runoff in a 25-year design storm. Storage volume of detention features shown on the sample concepts shown exceed this figure.***
- ***Conceptual drainage approach assumes existing patterns discharges into the existing stand of trees to the east. These approaches can be adapted to confirmed conditions during technical design.***
- ***Detention basins shown assume that a metered outlet structure would be required but also that native soils will allow for some level of infiltration.***
- ***Water table elevations in this region are typically shallow. The skatepark baseline elevation may need to be elevated to accommodate this factor.***

PANAMA CITY BEACH, FL

MARCH 2024

WWW.NEWLINESKATEPARKS.COM

KNOWLEDGE OF SITE AND LOCAL CONDITIONS +

REFERENCES

NEWLINE SKATEPARKS

KNOWLEDGE OF SITE AND LOCAL CONDITIONS

New Line Skateparks and our extended project team's experience working within Panama City, the greater Bay County and throughout Florida's coastal communities has given our team an exceptional understanding of local conditions as well as the unique considerations that will affect the design and construction program for the project at hand.

Stormwater management in the area will be of critical importance and our team has an extensive understanding of regional drainage patterns / drainage concerns that could affect Frank Brown Park and the identified project site. An existing drainage channel crosses from west to east along the north end of the project site, which we anticipate will act as the stormwater outfall for our skatepark. As part of the conceptual stormwater design, we will identify the point of discharge, tailwater conditions, preliminary site grading, preliminary stormwater runoff collection and conveyance to an agreed upon stormwater management facility. If a new stormwater management facility is required, the results of our geotechnical soils evaluation will dictate the type of stormwater treatment system applicable to the project site.

FDEP/NWFWMD ERP Permit – It is anticipated that an Environmental Resource Permit (ERP) will be required for the project. Site engineering plans and stormwater report will be submitted to the applicable agency for review and permit approval and our experience in the region will ensure coordination and communication with the agencies will be timely and efficient.

City of Panama City Beach Development Order – Site engineering plans and reports will be submitted to the Planning Department, Public Works Department, and Utility Department for review and approval of site improvements, accessibility, site grading, utilities, and stormwater drainage.

FDEP Wastewater Permit – According to city utility base maps, it appears gravity sanitary sewer is not available adjacent to the site. If a services concession is ultimately included the project, it is assumed that grinder pump station will be utilized for wastewater service. If a pumped wastewater system is required, site engineering plans and report will be prepared and submitted to the City Utility Department and FDEP for review and permit approval.

FDEP NPDES – The project site identified for our work is noted to be approximately 22,250 square feet. Since the project site will be less than 1-acre, FDEP NPDES stormwater discharge permit will not be required for the project. Regardless of no permit required for a project site under 1-acre, the construction plans will include stormwater pollution prevention and best management practices to control sediment discharge generated by construction activities.

Having constructed our Bonita Springs Skatepark during Hurricane Ian, our team is also no stranger to designing and constructing in Hurricane-affected areas. Design-build detailing for high winds (~13 projects in 140 - 150mph wind zones), low elevations (~20+ projects with ave elevations under 7' above sea level) and other Hurricane risks is simply part of our approach to working in Florida's coastal areas.

Finally, the ***safety of community and our crews from project start to finish is paramount to our team. Over the past 23 years we have worked on over 400+ sites that have included contexts and nearby amenities similar to those present in Frank Brown Park***. Success with our safety program is evidenced by a clean track record with Workers Compensation and zero formal infractions issued by any State safety regulatory body to date.

REFERENCES

PCB24-25 RFQ – SKATE PARK DESIGN-BUILD SERVICES

REFERENCES FORM

Bidder shall provide a minimum of three references, for which they are currently providing a similar service/commodity of size and scope for Government agencies.

1. Client: City of Panama City Contact: Kesia Milner kmilner@pcgov.org

Job Name: Downtown Panama City Skatepark (design-build)

Job Start Date: Spring 2020 Job Completion Date: Fall 2020

2. Client: City of Lenexa Contact: Logan Wagler lwagler@lenexa.com

Job Name: Rolling Magic Skatepark (design-build)

Job Start Date: Spring 2022 Job Completion Date: Fall 2023

3. Client: City of Newnan Contact: Cleatus Phillips cphillips@cityofnewnan.org

Job Name: CJay Smith Skate Plaza and Pump Track (design-build)

Job Start Date: Fall 2020 Job Completion Date: Summer 2021

4. Client: City of Bonita Springs Contact: Nicole Perino nicole.perino@cityofbonitasprings.org

Job Name: Bonita Springs Skatepark (redesign and construction)

Job Start Date: Fall 2022 Job Completion Date: Spring 2023

5. Client: City of Greeley Contact: Andy McRoberts andy.mcroberts@greeleygov.com

Job Name: Greeley Skatepark Network (3 parks, design-build)

Job Start Date: Winter 2018 Job Completion Date: Spring 2020

MINORITY PARTICIPATION AND SUB CONSULTANT

INFORMATION

NEWLINE SKATEPARKS

MINORITY PARTICIPATION

New Line Skateparks is not a certified MBE, SBE or a veteran-owned business. However, we're committed to diversity in the workforce and support the use of such firms. We regularly partner with them and other subconsultants with small business status.

As a firm, we embrace an inclusive environment by valuing all individuals and their many diverse backgrounds. Thus, we are better able to deliver high-quality services to our clients, create competitive advantages, and drive market leadership. It's an established United States government and New Line Skateparks policy to provide an equitable and proactive opportunity for minority businesses, small businesses, disadvantaged businesses, women-owned small businesses, and HUBZones to compete for New Line Skateparks subcontracts and purchases consistent with their capabilities, government requirements, and New Line Skateparks' contractual requirements. Our policy is to confirm that small business concerns, including those owned and controlled by socially and economically disadvantaged individuals, will have the maximum practical opportunity to participate in the performance of subcontracts awarded.

New Line Skateparks employs equitable and proactive practices in offering opportunities to small and minority businesses. New Line Skateparks is proud of its past and current efforts in seeking, contracting with, and—more importantly—working with these small businesses. Our corporate history in meeting and exceeding subcontracting goals established in our small business plans is excellent. New Line Skateparks' approach is to actively seek minority businesses, small businesses, disadvantaged businesses, women-owned small businesses, and HUBZones that share our high-quality standards, service, timeliness, and reasonable cost.

SUB CONSULTANT PARTICIPATION

As Prime Contractor and Lead Designer, **New Line Skateparks,** will direct all project action and self-perform all specialized skatepark community consultation, certified design and complex concrete and steel construction works.

Joining us once again after a successful collaboration on the *Downtown Panama City Skatepark*, local topographic survey, permitting and stormwater engineering support will be provided by Morgan Hurst and the team at **Dewberry (Panama City)**. Dewberry's extensive past and current work throughout Bay County will provide our team with a strong grasp of local and State permitting requirements and management protocol, excellent site and community context understanding, and full-service Engineering and Site Survey support as needed throughout the project.

Rounding out our group is the trusted team at **Magnum Engineering and HG Engineers**. Well known within the area, Magnum Engineers and HG Engineers will work under our direction as a sub-consultants for the supply of all site geotechnical investigations and electrical engineering/lighting design responsibilities.

All remaining non specialized construction scopes such as bulk earthworks, finishing landscaping, lighting installation etc will be executed under our direction by reputable local Panama City Beach area contractors. All major materials (sub base aggregate, concrete, rebar, lumber, etc.) will also be sourced locally through an internal RFP process.

Dewberry®

HG ENGINEERS

MEI MAGNUM ENGINEERING INC
GEOTECHNICAL ENGINEERING CONSULTANTS



Morgan Hurst, PE
SENIOR PROJECT MANAGER | STORMWATER/ROADWAY ENGINEER

- **OFFICE ADDRESS**
  203 Aberdeen Parkway
  Panama City FL 32405
- **EDUCATION**
  BS • Environmental Engineering • University of Florida
- **REGISTRATIONS**
  PE • FL #60813
- **YEARS OF EXPERIENCE**
  Dewberry • 6
  Prior • 19

Morgan Hurst is responsible for developing various civil design projects. He has extensive experience and is responsible for the design and permitting of various engineering projects for both public and private entities through local, state, and federal regulatory agencies. His primary responsibilities involve Client Management, Project Administration, Public Institutional development, residential development, stormwater management design, drainage basin and hydraulic analysis, utility design, and permitting.

Panama City Skate Park, Panama City, FL, Civil Engineer
Provided engineering, planning, and site design of a skate park in downtown Panama City. The new skate park is a 5,000± SF concrete street skate style park with multiple transitions and elements applicable to skateboarders, in-line skaters, BMX bicyclists, razer scooter riders, and similar recreation users. Tasks included site design, surface grading, stormwater management design, permitting, and construction phase services.

Lynn Haven City Hall, Lynn Haven, FL, Civil Engineer
Provided engineering, planning, and design of a City Hall campus spanning multiple noncontiguous properties. The new building will be the central location for the council chambers, staff office space, and police department for the City of Lynn Haven. The project consisted of a new building, plaza courtyard, onsite parking lot, off-site parking lot and stormwater. Tasks included site design, surface grading, wet detention pond, utility connections, and construction administration services for the construction of a new 16,000 square foot City Hall.

GCSC STEM Building, Panama City, FL, Project Engineer
The project will consist of a ±88,000 square foot STEM building, surface parking facilities, road and sidewalk connections, potable water and wastewater services, drainage conveyance and stormwater management. Our team provided professional services for surveying, planning, engineering, meetings, permitting, and construction phase services.

Bay District Schools, Haney New Classroom Building, Bay County, FL, Project Manager
Dewberry was part of the team selected to assist with re-building schools that were damaged during Hurricane Michael. For the Tom P. Haney Technical Center, Dewberry provided civil engineering services including surveying, engineering and permitting, and construction phase services. Tasks included preparing a topographic survey; developing the overall site plan including parking lot configuration and traffic circulation, ADA accessibility, and determining utility service connection locations; preparing construction engineering plans; performing stormwater modeling and treatment; and coordinating construction meetings, inspections, and certifications.



Jonathan Gibson, PSM
SURVEY DEPARTMENT MANAGER | SURVEYOR

- **OFFICE ADDRESS**
  03 Aberdeen Parkway
  Panama City FL 32405
- **EDUCATION**
  BS • Geomatics • Troy University
- **REGISTRATIONS**
  FL • Professional Surveyor and Mapper #LS6851
- **YEARS OF EXPERIENCE**
  Dewberry • 4
  Prior • 13

Jonathan Gibson has extensive experience in all aspects of land surveying, including commercial and residential development projects as well as specific purpose and construction layout services. He has experience in providing certified ALTA/ACSM surveys which include review of title work and land use and zoning documents.

Lynn Haven City Hall, Lynn Haven, FL, Lead Surveyor
Provided survey services for the City Hall campus spanning multiple noncontiguous properties. The new building will be the central location for the council chambers, staff office space, and police department for the City of Lynn Haven. The project consisted boundary and topographic survey of 7.98± acres.

Breakfast Point East Hotel, Bay County, FL, Lead Surveyor
Provided survey services for the Breakfast Point East Hotel on approximately 7.27± acres located at 47 Chip Seal Pkwy, Panama City Beach. The project consisted boundary and topographic survey.

Panama City Beach CRA Contract, Panama City Beach, FL, Lead Surveyor
Leading survey related tasks for City of Panama City Beach CRA planned projects. The Front Beach Road CRA Segments 4.1 and 4.2 projects is a 3.2± mile roadway project located in Panama City Beach, Florida. This project consisted of route topographic and right of way surveying to aid in civil engineering design.

Bay District Schools, Haney New Classroom Building, Bay County, FL, Leas Surveyor
Leading survey related tasks for a new building and all supporting infrastructure on the Haney school campus. Tasks performed for this project include topographic survey for existing surface improvements and underground utilities.

Thomas Drive, Panama City Beach, FL, Lead Surveyor
The Thomas Drive Resurfacing project is a 3.1± mile roadway project located in Panama City Beach, Florida. This project consisted of route topographic and right of way surveying to aid in civil engineering design

Harbour Green Apartments, Panama City Beach, FL, Lead Surveyor
Harbour Green Apartments is a 26 building multi-family apartment complex on approximately 19.5 acres located at 7120 Patronis Drive, Panama City Beach, Florida. Jonathan served as lead Professional Land Surveyor for an ATLA/ACSM survey.

College Station Development, Bay County, FL, Lead Surveyor
College Station is a multi-phase 401.5 acre residential development in Bay County, Florida. Dewberry is providing pre-design services for the College Station residential development area, including surveying and environmental services.



DANIEL WHITE

P.E. LEED AP (BD+C)

Project Manager
Electrical Engineer
Energy Engineer
Business Owner

17 Years Experience -- 16 Years with HG Engineers

HG ENGINEERS

142 Eglin Parkway SE
FORT WALTON BEACH
Florida 32548

621 N. Tyndall Parkway, Unit C
PANAMA CITY
Florida 32404

4286 Woodbine Rd, Unit D
PACE
Florida 32571

AFFILIATIONS

Florida Engineering Society

National Society of Professional Engineers

Society of American Military Engineers

U.S. Green Building Council

SKILLS

Power Systems // Energy
Lighting // Fire Alarm Systems
Grid-Tie Photovoltaic Power // Power Metering // RF // ESS
CCTV // ACS

EDUCATION

May 2006
BSEE

January 2012
PE

April 2011
LEED

FOUNDATION:

Bachelor of Science in Electrical Engineering - Auburn University

PROFESSIONAL LICENSES:

Professional Engineering license in Florida - 73790
Licensed in AL and NC.

INDUSTRY FOCUS:

Accredited Professional for Building Design and Construction

COMPANY ROLE

Dan has 17 years of degreed consulting engineering and seven years of experience working for a consulting engineer company prior to obtaining his degree. He leads the engineering for architectural design services. He has field experience as a project engineer surveying power systems on military projects across the continental United States and internationally in Germany and Japan. His design experience includes military, schools, multi-family housing, airport terminals, churches, parks, and commercial buildings.

EXPERIENCE

CITY OF LYNN HAVEN SPORTSPLEX FACILITY
HG provided electrical engineering construction documents for the approximately 26, 491 sq ft facility including two full basketball courts, concessions, administration, equipment room, computer lab, aerobics/ exercise, restrooms, and supporting spaces.

ST. ANDREWS STATE PARK RV
HG provided electrical engineering construction documents for the upgrade of 174 camp sites from 30amps to 50amps, including new electrical infrastructure. Design included power utility coordination, site electrical units, lift station power, and repowering restroom buildings.

TRUST FOR PUBLIC LAND-4 PARKS
HG provided electrical engineering construction documents for the four parks. Island Park View: $2M/2018, Innerarity Point Park $4.3M/2019, Captain Leonard Destin Park $5M/2021, Lynn Haven Bayou Park and Preserve $11.5M/2021 - Total Value $22.8M

MEXICO BEACH TWO NEW PAVILIONS
HG provided the electrical engineering construction documents for two pavilions, Canal Park pavilion and Boat Ramp pavilion and fish cleaning station. Design also included wildlife lighting, site utility power, lighting, power, and HVAC power.



EDUCATION:

BS, Civil Engineering, Florida State University

REGISTRATIONS:

Florida Registered Professional Engineer 56813
Florida Certified General Contractor CGC1510945
Florida Class C Drinking Water Treatment Plant Operator 0022070

YEARS OF EXPERIENCE:

Magnum Engineering, Inc. : 17

Prior: 13

James T. Vickers PE

Geotechnical Engineer (Magnum Engineering, Inc.)

Mr. Vickers is the Senior Geotechnical Engineer/ Principal Consultant/ Owner for Magnum Engineering, Inc. located in Lynn Haven, Florida. Responsible for all aspects of Geotechnical Engineering Consulting, Project Management, and Coordination; including site inspections, drilling coordination, site preparation recommendations, pavement recommendations, stormwater recommendations, and foundation recommendations, (both deep and shallow).

RECENT RELEVANT EXPERIENCE (CITY OF PANAMA CITY BEACH, FL)

Skate Park PCB – Sports Park – Panama City Beach (2020)

Breakfast Point Subdivision – Panama City Beach (2019 to 2023)

N. Clara Avenue – Panama City Beach (2016)

JCF Living – N. Clara Avenue - Panama City Beach (2020 - 2021)

Moylan Road North Extension - Panama City Beach (2021)

Panama City Beach City Hall – Panama City Beach (2022)

Numerous commercial sites pavement and stormwater recommendations

Numerous commercial and residential foundation recommendations

FINANCIAL RESOURCES AND LEGAL

INFORMATION

NEWLINE SKATEPARKS

FINANCIAL RESOURCES

New Line Skateparks FL, Inc (including related companies and subsidiaries) is in excellent financial standing and has a sterling record of financial performance proven through more than 23 years of continuous execution of large-scale municipal skatepark projects in multiple jurisdictions throughout Florida and across North America. New Line Skateparks is not currently involved a Bankruptcy proceeding and has never had a Bankruptcy Petition filed since its original incorporation (February 2001). See Surety Qualification Letter from our bonding provider below.

Kyle Dion
President - New Line Skateparks FL, Inc

Liberty Mutual INSURANCE

Date: February 29th, 2024

To: City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

Re: **CONTRACTOR:** **NEW LINE SKATEPARKS FL, INC.**

PROJECT: PCB24-25 RFQ SKATE PARK DESIGN-BUILD SERVICES

Dear All:

We are the Surety for **New Line Skateparks FL, Inc.** They have demonstrated to us in the past an ability to complete their projects in accordance with the conditions of their contracts and we have no hesitation in recommending their services to you.

Our client wishes to be prequalified as a bidder on the captioned project. New Line Skateparks FL, Inc. has completed single projects in excess of $2,500,000 and have maintained an aggregate work program in excess of $10,000,000 though these limits may be increased at the sole discretion of the Surety. Based on the limited information available at this time and subject to our assessment of the project and our client's work program at the time of tender, we do not anticipate a problem in supporting the captioned project and supplying the requisite bonds, if asked to do so. However, the execution of any bonds will be subject to an assessment of the final **contract terms, conditions, financing and bond forms** by our client and ourselves.

Liberty Mutual Insurance Company is rated A, Stable by A.M. Best rating agency.

If we can provide any further assurances or assistance, please don't hesitate to call upon us.

Yours truly,

LIBERTY MUTUAL INSURANCE COMPANY

Gilbert Kimani, CPA, CA
Attorney-In-Fact

LIBERTY MUTUAL INSURANCE COMPANY
181 Bay Street, Suite 900, Brookfield Place, Toronto, Ontario M5J 2T3

LEGAL PROCEEDINGS AND PERFORMANCE

New Line Skateparks, FL Inc has never paid liquidated damages or been terminated for default. New Line Skateparks FL, Inc also has had no Arbitrations, Lawsuits, or Other Proceedings in the last 5 years. Our firm (and subsidiaries) has never had a Bankruptcy Petition filed nor a contract that was terminated by another party. Finally the New Line Skateparks group of companies has never had a bond called (use of boding) in the history of our operations (23 + years).

CITY OF PANAMA CITY BEACH

February 22, 2023

ADDENDUM NO. 1

PCB24-25 RFQ
SKATE PARK DESIGN-BUILD SERVICES

Questions:

1. What is the budget for this project?

   A. The City's original allocation for this project was $400,000.00 –the budget has been amended to $1.4 million, as a result of the City Council Meeting held on February 22, 2024.

Revision:

A pre-proposal conference and site visit will be held for interested parties on **Tuesday, February 27, 2024 at 11:00AM CDT**, in the Panama City Beach Council Chambers, 17007 Panama City Beach, Florida 32413. Attendance of this meeting is optional, ~~please note however, virtual participation is not available for this event.~~

Virtual participation of this conference will be available via the following link:
Please email purchasing@pcbfl.gov with your intention to attend.

Join Zoom Meeting

https://us06web.zoom.us/j/8211759910?pwd=WG84REN1UG1STDhuaVZZb0lScDI2dz09

Meeting ID: 821 175 9910

Passcode: PCBCS2020

One tap mobile

+13052241968,,8211759910#,,,,*420587769# US

+13017158592,,8211759910#,,,,*420587769# US (Washington DC)

Dial by your location

• +1 305 224 1968 US

• +1 301 715 8592 US (Washington DC)

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 646 931 3860 US

• +1 929 205 6099 US (New York)

• +1 689 278 1000 US

• +1 719 359 4580 US

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 346 248 7799 US (Houston)

• +1 360 209 5623 US

• +1 386 347 5053 US

• +1 507 473 4847 US

• +1 564 217 2000 US

• +1 669 444 9171 US

• +1 669 900 6833 US (San Jose)

Meeting ID: 821 175 9910

Passcode: 420587769

Find your local number: https://us06web.zoom.us/u/kjhC5nsLy

CITY OF PANAMA CITY BEACH

March 1, 2023

ADDENDUM NO. 2

PCB24-25 RFQ
SKATE PARK DESIGN-BUILD SERVICES

Questions:

1. Where can we find the reference form?

   A. The reference form is attached to this addendum.

2. Can we get access to CAD drawings?

   A. Please use the following link to access the CAD drawings.

   Skate Park CAD

REFERENCES FORM

Bidder shall provide a minimum of three references, for which they are currently providing a similar service/commodity of size and scope for Government agencies.

1. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____ Job Completion Date: _____

2. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____ Job Completion Date: _____

3. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____ Job Completion Date: _____

4. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____ Job Completion Date: _____

5. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____ Job Completion Date: _____

CITY OF PANAMA CITY BEACH

March 7, 2024

ADDENDUM NO. 3

PCB24-25 RFQ
SKATE PARK DESIGN-BUILD SERVICES

Questions:

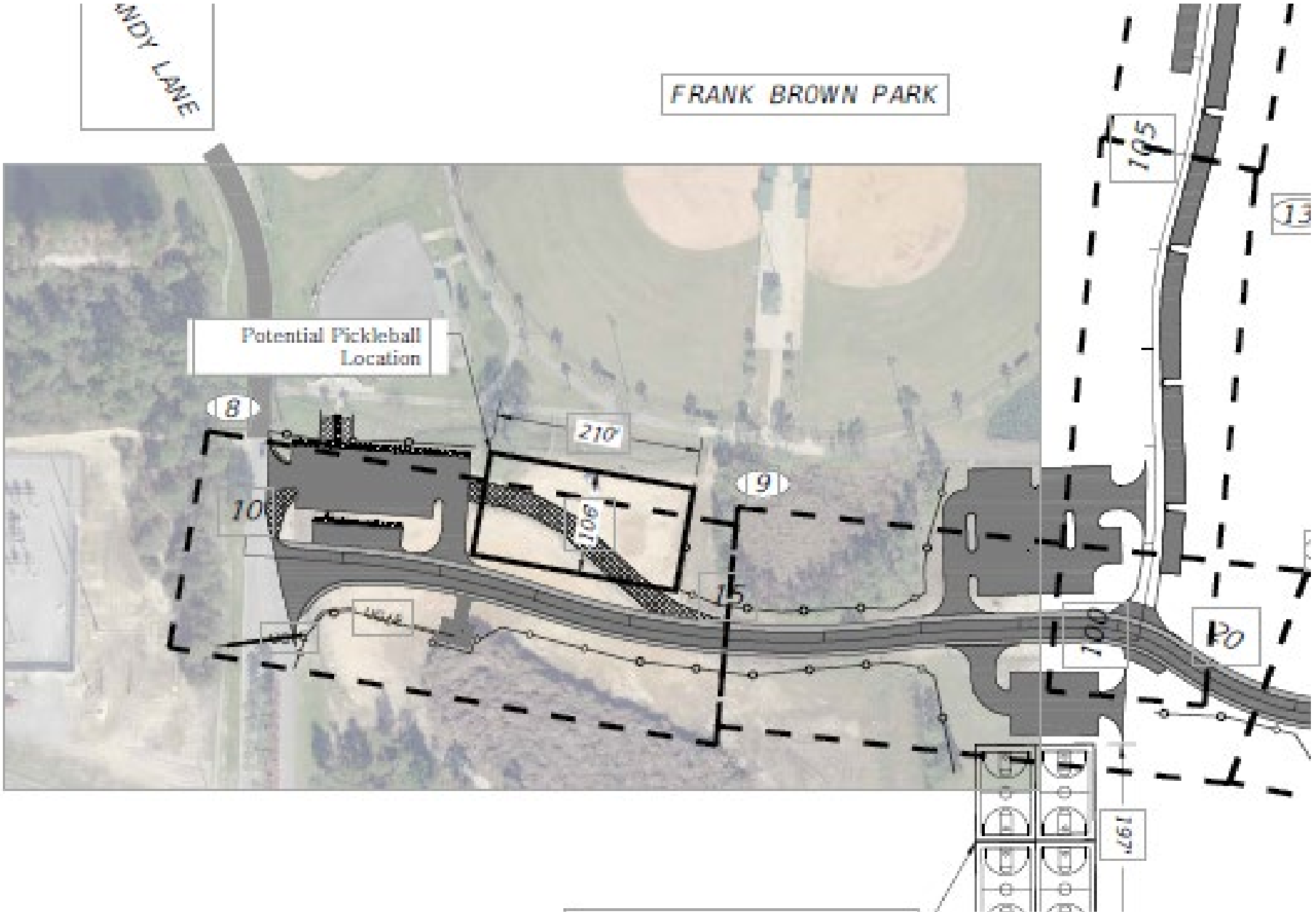
1. Can you provide the status of the other improvements for the connector road, and other amenities, such as the pavilion? Where are they in the stormwater permitting process and what is the percentage complete?

   A. The connector road construction is 60% complete. Anticipated substantial completion in May 2024. The Miracle League Pavilion and Restroom, and skate pad design is currently in the design process. Design is anticipated to be completed by July 15, 2024.

   The connector road project we are repairing/replacing an existing roadway so stormwater permitting was not required. Additional parking areas were handled with adjacent swales and the engineer of record handled stormwater permitting for those added areas. The skate park has an existing stormwater facility to the north that should not be disturbed during construction and the pavilion runoff is captured through a system that goes to an existing stormwater pond.

   The stormwater masterplan for the entire park is on the march 28, 2024 agenda for approval to move forward with the design for all proposed future amenities.

Option of using pad site by Miracle League Park for Pickleball



Pad size: 210’ x 106’ = 22,260 square feet

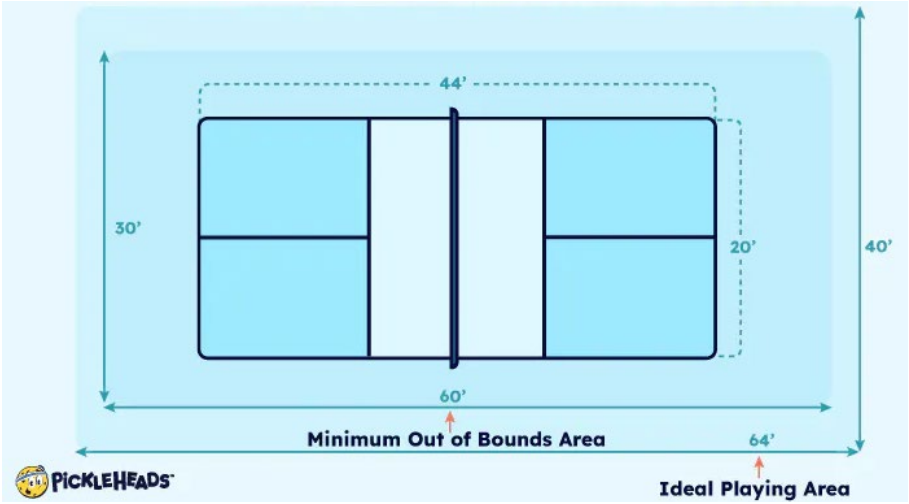
Potential Pickleball Layout for Existing 106’ x 210’ Pad Site

(9) 30’ x 60’ Courts Design



Pickleball Court Space Requirements

- Regulation Court Size: 20’ x 44’
- Minimum Court Size with Out-of-Bounds: 30’ x 60’ (1,800 sq feet per court)
- Other USA Pickleball Recommended Court Area: 34’ x 64’ (2,176sq feet per court)
- Ideal playing area per court: 40’ x 64’ (2,560sq feet per court)

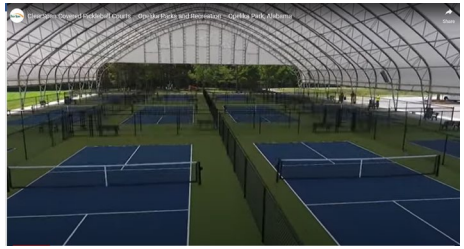


Amenities:

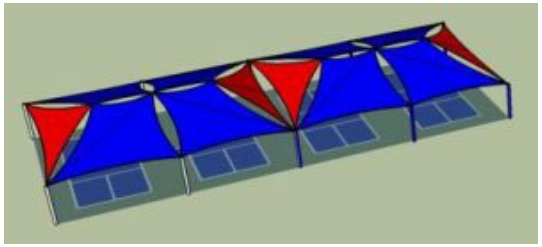
Fencing, Bleachers, Benches, Windscreen, Lighting, Shade

Shade Options:

ClearSpan Fabric Structure



Fabric Shade Sails



Frank Brown Park Pickleball Courts Option Anticipated Construction Costs		
Item	**Cost**	**Total Costs**
Site Grading Plan	In progress with Miracle League Pavilion	$0
Base Court Cost	$30,000 per court (9)	$270,000
Base Amenities (fencing, benches, bleachers, windscreen)	$10,000 per court (9)	$90,000
Lighting	$10-15,000 per court (9)	$135,000
Shade		$250,000
Contingency	10%	$75,000
Total Projected Costs		$815,000

Cost Saving and other Benefits of using this location for Pickleball Courts:

- Space designated for future pickleball (current basketball court area) may not allow for the number of courts needed to support demand.
- This location will support stormwater needs – it is included in previous stormwater plan. Current stormwater assessment may not allow for additional infrastructure in the area around the new Saferoom Facility.
- A high demand for Pickleball Courts exists – future Pickleball Courts would not be constructed until after the Saferoom is built, (2025-26 at the earliest).
- The location is adjacent to the newly installed parking lot(s) and to the newly to be constructed restrooms and pavilion.
- The distance away from hotels and neighborhoods will minimize complaints from the sound caused by pickleball.
- The new pavilion will provide gathering \ social space for pickleball players.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Drew Whitman, Administration	May 23, 2024

3. REQUESTED MOTION/ACTION:

Provide direction to Staff on filling vacant seats on various City boards.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Quality of Life
Transportation

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

See the attached roster of Boards with vacancies highlighted in red. Some of these Boards require the Council as a body to make an appointment while others require individual Council members to make appointments. The following Boards have vacancies that need to be filled as soon as possible:

1. **Audit Committee** - Per Resolution No. 23-222, the audit committee shall consist of one member of the City Council, who shall serve as chair of the committee, and four qualified persons selected and appointed by the City Council. At the May 9, 2024, City Council meeting, Mayor Tettemer was selected to serve as chair of this committee. Two of the four members with terms expiring in May and June have chosen not to serve a new 2-year term. Members Zachary VanDyke and Mark Neitzel have expressed a willingness to serve a new 2-year term. A public notice of vacant seats was posted on May 9, 2024, and no applications were received by the May 16th deadline for the vacant seats. The current roster is attached. Staff recommends that Mr. VanDyke and Mr. Nietzel be reappointed so that the audit committee has a quorum and requests direction on filling the remaining two vacant seats.

2. **Civil Service Commission** - A public notice was posted on May 9, 2024, to fill one vacant seat on the Civil Service Commission. Four applications were received by the May 16th deadline. One of the four candidates lives outside of the City leaving three qualified applicants for your consideration. The current roster, applications, and resumes are attached.

3. **Examining Board** - One application has been received for the Civilian vacant seat by the published deadline. A current roster and the application received are attached for your consideration. The Master Gas Fitter and Master Electrician seats are currently vacant. Staff is currently working on revising the requirements of the board composition for Council's consideration at a future date.

4. **Half-Cent Sales Tax Committee** - Members of the Half-Cent Sales Tax Oversight Committee are selected by individual Council members. Mayor Tettemer and Councilman Register will need to make appointments to this committee. Additionally, Vice Mayor Jarman's appointee has indicated that he does not wish to serve another term so the Vice Mayor will need to make an appointment as well.

5. **Northwest Florida Beaches Airport Authority** - A public notice calling for volunteers to serve on the Northwest Florida Airport Authority was posted on May 13, 2024. The deadline to apply is May 23, 2024 by the close of business. Applications will be presented to the Council for consideration at the Council's June 13, 2024 meeting.

Terms Ending in 2024.v05.02.2024.pdf
Audit Committee Roster.05.16.2024.pdf
Civil Service Roster.Candidate Applications.May 2024.pdf
Examining Roster.05.16.2024.pdf

Board / Commission Seats With Terms Ending in 2024 and/or with Vacant Seats

As of 05/02/2024

Audit Committee

Councilmember as Chair, replacing Mayor Mark Sheldon
Lorraine Lechner, term ending June 23, 2024
Mark Neitzel, term ending May 12, 2024
Dustin Stokesbary, term ending May 12, 2024
Zachary VanDyke, term ending May 12, 2024

Civil Service Commission

- Mark Neitzel, Chair, term ending 10/2024, Employee Representative
- Thomas Smith, Vice Chair, term ending 10/2024, City Council Representative, resigned his seat on March 7, 2024
- George Thames, term ending 10/2024, Fifth Member

Estuary Committee

- Councilman Chester in April – Phil is Chairman

Examining Board

- **John F. Bach, Jr.**, term ending 07/22/24, Master Plumber
- **Gas Fitter** – Vacant Seat
- **Master Electrician** – Vacant Seat
- **Civilian Seat** – Vacant Seat

Half-Cent Sales Tax Committee

- Vacant. Councilman Chester's appointment – previously David Scruggs who moved off Beach.
- Mayor Sheldon's appointment Chris Jennings, term ends April 2024
- Councilman Jarman's appointment Doug Gilmore, Chair, term ends April 2024

Northwest Florida Airport Authority

- City Council Appointment to the Board, Mark Sheldon with a term ending June 30, 2024. Board member is not required to be a council member.

Parks & Recreation Board

- Ted Schoppe, (Councilman Chester appointment) term not expiring until August 9, 2025. Can continue to serve out the term, or Councilman Register can replace with a person of his choosing.
- Chris O'Brien (Mayor Sheldon's appointment) term not expiring until August 9, 2025. Can continue to serve out the term, or Mayor Tettemer can replace with a person of his choosing.

Pension Boards

- General – Holly, Council Appointment & Pat, Employee Appointment, term ending Dec 2024
- Police –Jason, Council Appointment, & Tal, Employee Appointment, term ending Dec 2024
- Fire –Jon Miller, Council Appointment & Tim, Employee Appointment, term ending Dec 2024

Planning Board

- Ethan Register's seat in April 2024, with a term ending 09/08/2026.
- Matthew Jones, appointed to Reggie John's seat with term ending Sept 30, 2024
- Ryan Houk, appointed to Erin Simmons' seat with term ending Sept 30, 2024
- Josh Wakstein, term ending Sept 30, 2024

Tourist Development Council (TDC)

- Councilman Chester's seat in April, Phil is Chairman

Transportation Planning Organization ("TPO") Part of the Emerald Coast Regional Council

- Councilman Michael Jarman's seat in April. Term runs concurrent with Councilmember's term.

AUDIT COMMITTEE

Required by Statue 218.391
Resolution 23-222, adopted by Council on 09/14/2023 Re: membership qualifications.
Resolution No. 20-42 – revising Resolution No. 15-05 which established the Audit Committee
Terms 2 years, 4-member Board selected at-large, and a Councilmember as Chair
Members shall be "qualified" as stated in Resolution 20-42 and selected and appointed by City Council

	Term Ending
Mayor Mark Sheldon, Chair Office: 850-233-5100 Mark.sheldon@pcbfl.gov	Appointed by Council at the 05/12/2022 Council meeting
Lorraine Lechner Lorranie.Lechner@pcbfl.gov 850-588-6808	June 23, 2024 *(Appointed by Council on 06/23/2022 To Jeremy Hinton's seat who resigned on 01/17/2022)*
Mark Neitzel Cell: 850-819-7541 Mark.Neitzel@pcbfl.gov neitzelm@yahoo.com	**Appointed by Council on 10/26/2023 to term ending May 12, 2024** *[appointed to John Juchniewicz Seat who was appointed to John Johnson's vacant seat on December 8, 2022]*
Dustin Stokesbary *850-381-5556 dstokesbary@my100bank.com*	May 12, 2024 *(Appointed by Council on 09/28/2023 to) Cameron Skinner's vacant seat)*
Zachary VanDyke zvandyke@pcbgov.com 850-687-3920	May 12, 2024 *(Reappointed by Council on 05/12/22)*

Advisory
City Manager and/or Assistant City Manager and Finance Director
City Clerk –attends meetings, prepares agendas, minutes, etc.

Civil Service Board

Charter Amendment 04/22/2022

Charter Section Article 6
Meetings: 1st Wednesday of the Month at Noon
Each term is for 2 years. Terms begin on the first Wednesday of October
Terms end on the first Wednesday of October
Need for nominations is sent out before Annual Employee Meeting (September)
Nominations are taken during the Annual Employee Meeting
Elections, when necessary, are held after the Annual Employee Meeting

MEMBERS

Mark Neitzel, Chair 121 Park Place Panama City Beach, FL 32413 Employee Representative	Cell: 850-819-7541	Mark.Neitzel@pcbfl.gov neitzelm@yahoo.com Reappointed to a new term on 09/14/2022 with a **term ending 10/2024**
Thomas Smith, Vice Chair 503 Granada Circle, Apt B, Panama City Beach, FL 32413 City Council Representative	Cell: 850-250-6793	Thomas.Smith@pcbfl.gov Reappointed to a new term on 09/08/2022 with a **term ending 10/2024** Resigned his seat March 7th
David Bickham 300 Blue Sage Road Panama City Beach, FL 32413 City Council Representative		**David.Bickham@pcbfl.gov** Reappointed to new term on 10/121/2023 with a **term ending 10/2025** (previously appointed to Mark Kinkade's term on April 13, 2023 with **term ending 10/2023** Mark Kinkade resigned on 10/05/2022)
Dan Morgan Employee Representative		Dan.Morgan@pcbfl.gov **Employees Reappointed Dan to a new term on 10/26/2023, with a term ending 10/26/25.** (previously Appointed to Paul Turner's vacant seat on 02/02/2022 with a term ending 10/2023.)
George Thames 209 Blue Sage Road Panama City Beach, FL 32413 Fifth Member	Cell: 478-361-3910	George.Thames@pcbfl.gov Reappointed to a new term 10/05/2022 **with term ending 10/2024**

Admin/Secretary - Christie McKnight

Civil Service Commission

Name	Application Received	Resume Received	Address	In City Limits	Phone	Email
Don Simpson	5/10/2024	5/10/2024	241 La Valencia Circle	No	281-467-3117	donesimpson@hotmail.com
Mike Purvis	5/10/2024	5/10/2024	112 Moonraker Circle	Yes	850-596-5452	mjpurvis62@GMAIL.COM
Brian Freeman	5/15/2024	5/15/2024	400 West Gulf Blvd.	Yes	850-596-1920	baycountyvet@yahoo.com
Angie Chanel	5/16/2024	5/16/2024	254 Lullwater Drive	Yes	214-907-5275	angie.emeraldcoast@gmail.com

Qualified applicants highlighted in blue. Logged in order received.

RECEIVED
05/10/24
Lynne Fasone

City of
Panama City Beach

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

COMMITTEE VOLUNTEER
CIVIL SERVICE COMMISSION APPLICATION
PLEASE TYPE OR PRINT

Name: DONALD (DON) SIMPSON

Home Address: 241 LA VALENCIA CIRCLE, PCB, FL 32413

Mailing Address, if different from home address: _____

Home Phone: _____ Business Phone: _____ Cell: 281-467-3117

How best to contact you during the day? CELL PHONE

E-mail Address: DONESIMPSON@HOTMAIL.COM

Business Address: N/A

Are you a registered voter of the City of Panama City Beach? Yes ✓ No ___
Do you hold an elected or appointed public office? Yes ___ No ✓
If yes, which one(s)? _____
Do you serve on any City Board, Commission or Committee? Yes ___ No ✓
If yes, which one(s)? _____

The Civil Service Commissions meets on the first Wednesday of each month at 2:00 p.m. and on an as-needed basis.

Qualifications to serve on the Commission: Applicant shall be a citizen of the United States who is a registered elector of Bay County, Florida, and who resides within the City of Panama City Beach.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve (copy attached).

Donald E. Simpson
Signature of Applicant

5/10/24
Date

Please return the completed application, and a copy of your resume and/or bio, to City Clerk Lynne Fasone via email at lynne.fasone@pcbfl.gov or in person or mail at City Hall, 17007 Panama City Beach Parkway, PCB 32413.

Thank you for your interest, if you have any questions, please contact us at (850) 233-5100.

RECEIVED
05/10/24
Lynne Fasone

Don Simpson

241 La Valencia Circle

Panama City Beach, FL 32413

May 10, 2024

Panama City Hall

Attn; Lynne Fasone

17007 Panama City Beach Parkway

Panama City Beach, FL 32413

RE; Civil Service Application

Please accept my attached resume for the above referenced position. It would be an honor to serve local government and I would very much like to discuss specifics and expectations of this Civil Service seat.

Feel free to reach out to me anytime in the event you should have any questions.

Don Simpson

Cell 281-467-3117

Attachment

DONALD (Don) E. SIMPSON

241 La Valencia Circle
Panama City Beach, FL 32413

Cell (281) 467-3117
donesimpson@hotmail.com

PERSONAL:

- Panama City Beach homeowner since 2015. Designed and built current home in 2019.
- Avid World Traveler who has visited 62 countries. Believes that my best trip will be my next one.
- Current Chairman of La Valencia Architectural & Design Board.
- Volunteer for causes that are in need, including, but not limited to non-profit Dog Foster organizations.

EDUCATION:

- Executive MBA (Dean's List), University of Houston, Executive MBA.
- B.S. Business Administration and B. S. in Petroleum Land, Louisiana State University.
- Certificate of Mergers & Acquisitions, INSEAD University, Fontainebleau, France.

EXPERIENCE:

April 2010 to December 2020:

- Equity Owner, Corporate Advisor to the Board & Senior Vice President of Business
- Development and Land, Ursa Operating Company LLC, a subsidiary of Ursa Resources
- Group LLC.
    - Oversee all Land, Regulatory, Environmental and Business Development activities / personnel focused on the Oil & Gas Basin assets in Colorado, Texas, North Dakota, Montana, Illinois & Wyoming.
    - Corporate spokesperson for all media; print, radio and television.

Accomplishment and Highlights:

- Elected Secretary of Garfield County Energy Advisory Board
- Elected Vice President on the Board of Community Counts, a premier non-profit bridge organization between the Community/Public and the Oil & Gas Industry.
- Integral in hiring staff, opening and establishing Ursa's offices in Houston (TX), Denver & Rifle (CO), Bismarck (ND) and Sydney (MT).
- Testified before the Colorado, North Dakota and Montana Oil & Gas Conservation Commissions and the Garfield County, Colorado Commissioners.
- Manage Land, Land Administration, Regulatory and Environmental staff.
- Lead Land and contracts due diligence and integration for several multi-million asset acquisitions and sales.
- Established infrastructure for constant delivery of abstracts, title opinions, wellsite clearances, unitization, etc. in preparation for a drilling program and resulting in over 600 currently producing wells.

July 1985 - March 2010: Shell International Expl. & Prod. & Shell E&P Co. US Awarded numerous Shell Recognition Awards, Nominated for Shell Presidents Team Award. Rated in top 10% in Professional Discipline in the US. Retirement Shell Retirement Pensioner.

Shell International; Global Commercial Negotiator

- Worked with International Governments, Ministries of Energy and National Oil Companies under several different economic and fiscal regimes around the World.
- Drafted & Negotiated E&P Offshore and Onshore Contracts.
- Evaluated Country Profiles & Risk Evaluations and leading multi-billion dollar projects and investments.

Geographical Areas:

- Lead Shell entry into all Oil and Gas Resource Plays and Operations in lower 48 states.
- Worked on numerous Projects in North America, Central America, South America, Africa, Europe, Asia and Oceana.

July 1983 – July 1985; Independent Landman for Brandon Petroleum Corp.

All Phases of Land Work, including, but not limited to, Mineral Histories, abstracts, title clearances, work in Louisiana Office of Conservation, State Water Bottom Leasing and promoting drilling prospects.

CONTINUING EDUCATION: Presented & spoke to numerous organizations and Shell professionals including University of Colorado Global Energy Management Graduate Program. Attended numerous training/ seminars; including International Oil & Gas Law, Contracts and Negotiations, Communications, Effective Business Writing, Presentations, Federal Offshore Leasing & Unitization, Federal & Indian Leasing, Pooling & Unitization, Title Curative, Lease Plays, Farm-outs, Farm-ins, Operating Agreements, Safety & Environment, International Arbitration & Tax, Leadership Workshop and Steven Covey-7 Habits of Highly Effective People, etc.

OTHER AWARDS & ACHIEVEMENTS:

- **Eagle Scout, Boy Scouts of America** (beginning from Cub Scouts).
- AAPL Certified Professional Landman (highest honor).
- President of West Houston Association of Professional Landmen.
- Member of AAPL local associations of several regions.
- Association of International Petroleum Negotiators and Co-chair of AIPN contracts drafting committees.
- Secretary of Garfield County (CO) Energy Advisory Board.

References and or Letters of Recommendation may be furnished upon request.

Parcel ID	35370-828-000
Location Address	241 LA VALENCIA CIR PANAMA CITY BEACH 32413
Brief Tax Description*	LA VALENCIA BEACH RESORT 13B3 LOT 20 BLK B ORB 4051 P 2169 *The Description above is not to be used on legal documents.
Property Use Code	SINGLE FAM (000100)
Sec/Twp/Rng	4-3S-17W
Tax District	Fire Beach Mosquito (District 56)
2023 Final Millage Rate	12.5026
Acreage	0.000
Homestead	Y

RECEIVED
05/10/24
Lynne Fasone

City of
Panama City Beach

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

COMMITTEE VOLUNTEER
CIVIL SERVICE COMMISSION APPLICATION
PLEASE TYPE OR PRINT

Name: Michael Purvis

Home Address: 112 Moonraker Circle Panama City Beach FL 32407

Mailing Address, if different from home address: _____

Home Phone: _____ Business Phone: _____ Cell: 850-596-5452

How best to contact you during the day? Cell

E-mail Address: mjpurvis62@gmail.com

Business Address: _____

Are you a registered voter of the City of Panama City Beach? Yes X No ___
Do you hold an elected or appointed public office? Yes ___ No X
If yes, which one(s)? _____
Do you serve on any City Board, Commission or Committee? Yes ___ No X
If yes, which one(s)? _____

The Civil Service Commissions meets on the first Wednesday of each month at 2:00 p.m. and on an as-needed basis.

Qualifications to serve on the Commission: Applicant shall be a citizen of the United States who is a registered elector of Bay County, Florida, and who resides within the City of Panama City Beach.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve (copy attached).

Michael Purvis — Signature of Applicant

05/09/2024 — Date

Please return the completed application, and a copy of your resume and/or bio, to City Clerk Lynne Fasone via email at lynne.fasone@pcbfl.gov or in person or mail at City Hall, 17007 Panama City Beach Parkway, PCB 32413.

Thank you for your interest, if you have any questions, please contact us at (850) 233-5100.

MICHAEL PURVIS

112 Moonraker Circle Panama City Beach , Florida 32407 ◆ 850-596-5452 ◆ mjpurvis62@gmail.com

PROFESSIONAL SUMMARY

I was born on August 28,1962 in Wausau Wi. My family moved to Panama City when I was 6 months old. I attended school in Bay County and graduated from Bay High School in 1980.

I worked for the Panama City Airport as a Firefighter/EMT from 1981 to 1984.
I then worked for the Panama City Police Department from 1984 until 1988.

WORK HISTORY

Lieutenant/Deputy Sheriff. 04/1988 - 02/2015
Bay County Sheriff's Office – Panama City Florida
Held many positions in different divisions at the Sheriff's Office. Some positions included Director of Training, Chief Bailiff, Patrol Division Supervisor, Criminal Investigation Supervisor. At the time of retirement I held the rank of Lieutenant.

EDUCATION

Basic Law Enforcement Standards: Law Enforcement , 06/1983
Gulf Coast State College - Panama City Florida
Completed the Law Enforcement Minimum Standards required by the State of Florida

RECEIVED
05/15/24
Lynne Fasone

City of
Panama City Beach

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

COMMITTEE VOLUNTEER
CIVIL SERVICE COMMISSION APPLICATION
PLEASE TYPE OR PRINT

Name: Brian Freeman

Home Address: 400 W Gulf Blvd Panama City Beach, FL 32413

Mailing Address, if different from home address: _____

Home Phone: _____ Business Phone: _____ Cell: 850 596 1920

How best to contact you during the day? Cell phone

E-mail Address: Baycountyvet@yahoo.com

Business Address: _____

Are you a registered voter of the City of Panama City Beach? Yes X No ___
Do you hold an elected or appointed public office? Yes ___ No X
If yes, which one(s)? _____
Do you serve on any City Board, Commission or Committee? Yes ___ No X
If yes, which one(s)? _____

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I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve (copy attached).

Signature of Applicant

5-15-2024
Date

Please return the completed application, and a copy of your resume and/or bio, to City Clerk Lynne Fasone via email at lynne.fasone@pcbfl.gov or in person or mail at City Hall, 17007 Panama City Beach Parkway, PCB 32413.

Thank you for your interest, if you have any questions, please contact us at (850) 233-5100.

Brian E. Freeman
400 W Gulf Blvd
Panama City Beach, Fl 32413
(850)596-1920 cell
baycountyvet@yahoo.com

I am a proud United States Navy Veteran with a deep commitment to service and community. Having called Panama City Beach my home for the past 23 years. I have dedicated myself to upholding and ensuring the safety and integrity of our community. I have worked as a Code Enforcement Officer since 2011 for the City of Panama City and currently working for the City of Lynn Haven. I bring a wealth of experience and expertise to my role.

Moreover, my passion for community extends beyond my responsibilities, I have served as a former Post Commander with the VFW 10555, where I worked efficiently to support and advocate for my fellow veterans. During my evenings and weekends, you can find me giving bask to out youth by volunteering as a little baseball coach, instilling values of teamwork, discipline, and sportsmanship in the next generation.

My varied experiences have shaped me into a well-rounded individual with a deep sense of duty, integrity, and community spirit, I am dedicated to making a positive impact wherever I go and am constantly seeking new ways to serve and uplift those around me.

RECEIVED
05/16/24
Lynne Fasone

City of
Panama City Beach

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

COMMITTEE VOLUNTEER
CIVIL SERVICE COMMISSION APPLICATION
PLEASE TYPE OR PRINT

Name: Angie Chanel

Home Address: 254 Lullwater Dr., PCB FL 32413

Mailing Address, if different from home address: same

Home Phone: _____ Business Phone: _____ Cell: 214-907-5275

How best to contact you during the day? cell

E-mail Address: angie.emeraldcoast@gmail.com

Business Address: same as home. I work virtually

Are you a registered voter of the City of Panama City Beach? Yes ✓ No ___
Do you hold an elected or appointed public office? Yes ___ No ✓
If yes, which one(s)? _____
Do you serve on any City Board, Commission or Committee? Yes ___ No ✓
If yes, which one(s)? _____

The Civil Service Commissions meets on the first Wednesday of each month at 2:00 p.m. and on an as-needed basis.

Qualifications to serve on the Commission: Applicant shall be a citizen of the United States who is a registered elector of Bay County, Florida, and who resides within the City of Panama City Beach.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve (copy attached).

Angie Chanel
Signature of Applicant

5/16/24
Date

Please return the completed application, and a copy of your resume and/or bio, to City Clerk Lynne Fasone via email at lynne.fasone@pcbfl.gov or in person or mail at City Hall, 17007 Panama City Beach Parkway, PCB 32413.

Thank you for your interest, if you have any questions, please contact us at (850) 233-5100.

ANGIE CHANEL

254 Lullwater Dr., Panama City Beach, FL 32413
Cell: 214-907-5275
angie.emeraldcoast@gmail.com
www.linkedin.com/in/angiechanel

Summary of relevant experience for this volunteer position.
I bring 12 years of experience in the talent acquisition and recruitment industry that could prove helpful to the Civil Service Commission. I have been a resident of Panama City Beach since November 2011. I have been an active volunteer in our community with organizations such as Emerald Coast Hospice and Keep PCB Beautiful.

PROFESSIONAL EXPERIENCE

USI
This company is one of the largest commercial insurance and employee benefits brokers in the US with over 10,000 employees nationally. Usi.com, based in Valhalla, NY.

National Talent Sourcing SME (virtual employee) **June 2022 - Present**
Leadership Recruiter September 2018 – May 2021

- Lead Recruiting Sourcing Projects that enhance the organizations' ability to hire top talent.
- Develop and maintain all competitive information used for recruitment.
- Train Recruiters and Sourcing team on tools and best practices.
- 100% passive national candidate searches that require a high volume of outbound cold calling, LinkedIn Recruiter work and savvy sourcing techniques.
- Development of candidate slate requiring a high degree of sales acumen and persuasive techniques to build interest.
- Prospects with required skills and experience are very rare and hard to identify without adequate screening conversations making a deep understanding of the role imperative.
- Source for each search by identifying all competitors in the local market and identifying top leaders of each firm. Days of sourcing work completed prior to kickoff of each search.
- Selling the candidate to internal Regional and Executive Leaders requires excellent negotiation skills.
- White-glove candidate experience required to navigate a complex and multi-layer 4–6-month interview process that required a final interview with the COO and often the CEO.
- Ability to discuss executive compensation packages and warm candidates to equity buy-in early in process.
- Summit Award Winner

Lead Talent Advisor on behalf of Equitable **Nov. 2021 – June 2022**
*Left USI for a short time with Equitable but was recruited back to USI for a more senior role.

Contract Recruiter – Korn Ferry Projects Team **July 2021**

Randstad Sourceright (Sr. Talent Advisor with RPO Provider - Virtual) **March 2017-September 2018**
*2 years with TIAA between these times (see below)

Randstad Sourceright (Sr. Talent Advisor with RPO Provider - Virtual) **January 2012-July 2014**
Accounts at Randstad:
AXA, Talent Advisor - Financial Services & Insurance Industry (sales leaders, production roles, wholesalers, audit and supply-chain professionals)
Alliance Bernstein, Sr. Recruiter - Financial Services (sales producers, branch managers and admin staff)
University Recruiter AllianceBernstein - Financial Services (entry-level sales roles)
Terex Corp., Corporate Recruiter - Manufacturing Industry (corporate positions)

- Conducted full life cycle recruiting which included editing job descriptions, conducting detailed intake meetings, posting jobs, screening applicants, sourcing passive candidates, scheduling interviews, preparing candidates for interviews, managing applicants using ATS, extending and negotiating offers, drafting offers, onboarding assistance and declining candidates.
- Specialties include: 1) Identifying hiring manager needs and job requirements to successfully submit quality candidates for interviews & 2) Maintaining a high level of organization of candidates and follow-up to keep the hiring process moving at an

appropriate pace to meet hiring goals.
- Work closely with HR Business Partners to cultivate trust with client hiring managers & HR leadership.
- Manage 15-20 requisitions with positions.
- Consistently achieving 100%+ of monthly hiring goals.

TIAA-CREF (Corporate Recruiting – Virtual) **July 2014 – October 2016**
Sr. Talent Advisor April 2015-October 2016
- Conducted full life cycle recruiting of Financial Advisors, Directors and Sales Trainers in the Southeast Region.
- Managed 15-35 requisitions in complex 5 round interview process.
- Built strong partnerships with clients and established trust between Talent Acquisition and line of business.
- Averaged between 105-120% of hiring goals on monthly basis.
- Primary role was sourcing, engaging and developing a network of passive Financial Advisors in our most difficult hiring markets.

Branches Tree Farm, Klondike & Dallas, Texas (Wholesale Tree Nursery)
Owner, Sales & Operations Director **July 2006 – July 2011**
- Develop and execute marketing plan, sales strategy and all operating procedures
- New business development of commercial clients in Texas, New Mexico and Oklahoma
- Managed field employees and fleet of equipment
- Hire, train, motivate and lead employees.
- Forecast future market demand and select product mix to be placed into production
- Determine optimal operating strategy to minimize expense and maximize product speed to market
- Run profitability analysis, payroll, expense management and taxes in QuickBooks

GE Modular Space, Irving, Texas
Territory Sales Representative **February 2005 – July 2006**
- Generate company revenue by leasing or selling buildings, storage solutions and services for temporary or permanent space needs. Reached 106% of sales quota in year 1.
  Daily Activity
  - 75% account management/maintaining business of existing customer base.
  - 25% new customer development

Waste Management, Atlanta, Georgia (Commercial Trash and Recycling Sales)
Outside Sales Representative **March 2002 – May 2004**
Account Manager/Retention Representative **January 2002 –March 2002**
- Generate sales for waste removal services by negotiating long-term contracts with commercial customers.
- 100% new business development by cold calling, referrals and net-working
- Averaged 130% of sales quota over last year with company.
- Lease or sell trash compactor machinery and equipment along with waste removal services.
  Daily Activity
  - 50% of daily activity is spent cold calling or calling on potential customers (15-20 cold calls per day)
  - 25% of daily activity is spent preparing reports and updating client databases.
  - 25% of daily activity is spent selling via telephone (20+ telephone calls/follow up calls per day)

EDUCATION

Georgia State University, Atlanta, Georgia
BBA Marketing with Sales Concentration, Graduated 2002, Cum Laude
Continuing Education Certifications:
Positive Psychology, UNC & Science of Happiness, Berkeley University
Caliper Assessment Certification

ADDITIONAL SKILLS

Software Office Suites: Microsoft Office, Google office suite

Applicant Tracking Systems: Avature, Taleo, PeopleFluent, ERecruit, iCIMS, Avature
Other Recruiting Tools: LinkedIn Recruiter, Talent Insight Expert, HireVue, Encore, Caliper, Gr8people, Salesforce, Smashfly, Indeed, Monster, CareerBuilder, eFinancial, Hiring Solved, Wanted Analytics, Twitter, Google+, Facebook, Bing, Google, Alumni Sites, Handshake, Motivation Based Interviewing, Locus of Control Recruitment

Examining Board

Re-established by Ordinance No. 1383 on April 28, 2016

Regular Meeting on the 3rd Monday beginning at 3:00 p.m.

Sec. 8-49. - Meetings.- Regular meetings of the examining board shall be held at City Hall at least once each month at such times as the board may by rule, from time to time, establish. Special meetings of the board may be called by the chairman or three (3) members of the board at other times and places.

(a)The examining board of the City of Panama City Beach, Florida, **shall consist of seven (7) members**, as follows:
(1)A master electrician who is engaged in the profession and who holds a valid master electrician's certificate in the city;
(2)A master gas fitter who is engaged in the profession and who holds a valid master gas fitter's certificate in the city;
(3)A master air conditioning mechanic who is engaged in the profession and who holds a valid master air conditioning mechanic's certificate in the City;
(4)A master plumber who is engaged in the profession and who holds a master plumber's certificate in the City;
(5)Two members from the field of general construction; and(6)A qualified elector in the city, preferably not from the field of general construction or any profession regulated by this chapter.
(b)The board shall be appointed by the City Council as outlined below:
(1)The first and second members above shall be appointed for a term of three (3) years for the first term;
(2)The third and fourth members above shall be appointed for a term of two (2) years for the first term; and
(3)The fifth, sixth and seventh members above shall be appointed for a term of one (1) year for the first term.
(c)Terms shall expire and new appointments shall be effective on July 22, provided that all members shall serve until their successors are duly qualified and appointed. After the first term, **all members shall be appointed for a term of three (3) years.**

		Term
Darrell Rizzuto, Chairman General Construction rizzuto1@knology.net 149 Treasure Palm Drive PCB 32408	850-258-6101	07/22/22 - Ending 07/22/25
Bruce E. Kuhnel Master Air Conditioning Mechanic 1225 Huntington Ridge Rd. Lynn Haven, FL 32444 Cell: 850-630-4387 bkuhnel@ssandeinc.com		07/22/2023 – 07/22/26 (reappointed on 07/13/2023) Appointed to Keith Walker's Seat Keith resigned on 08/15/2022
John F. Bach, Jr. Master Plumber Blue Moon Plumbing 315 Lake Place bluemoonplumbingllc@gmail.com	850-730-9197	07/22/21 - Ending 07/22/24 Appointed to fill existing vacant seat of Robert Stumpf on 01/25/2024

Examining Board (page 2)

		Term
VACANT SEAT (Gas Fitter) *Previous Member: Frank Woodford*		*7/22/21 – Ending 07/22/2024*
VACANT SEAT (Master Electrician) *Previous Member: James Ryerson*		07/22/21 - Ending 07/22/24
Robert Klemen General Construction bobklemen@gmail.com 21812 Pompano Ave PCB 32413	850-832-3949	07/22/22 - Ending 07/22/25
Beth Fulton (Civilian) 206 Argonaut Street, 32413 Beth.Fulton@sheratonpcb.com *Previous Member: Rick Ehle (Civilian)*	850-481-6296 Cell 850-235-6953 home	07/22/22 - Ending 07/22/25 *Resigned her seat on April 25, 2024* Appointed by Council on 10/28/2021 to Ehle's seat.

Staff
Mel Leonard
Mark McWaters
Courtney Weed and/or Therese Adair

City of
Panama City Beach

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

COMMITTEE VOLUNTEER EXAMINING BOARD APPLICATION THREE YEAR TERM

Name: Stacey Steven Gregory

Home Address: 8715 Surf Drive, Unit 2306, Panama City Beach, FL 32408

Mailing Address, if different from home: _____

Home Phone: 603-892-1156 Business Phone: _____ Cell: 603-892-1156

How is it best to contact you during the day? Cell phone

E-mail Address: s.steven.gregory@gmail.com Fax Number (if applicable) : _____

Business Name: retired

Business Address: N/A

Are you a registered voter in the City of Panama City Beach? Yes X No _____

Do you hold an elected or appointed public office? Yes _____ No X
If yes, which one(s)? _____

Do you currently serve on a City of Panama City Beach Board, Commission, or Committee?
Yes _____ No X
If yes, which one(s)? _____

Do you have any relatives employed or contracted by the City of Panama City Beach?
Yes _____ No X
If yes, please explain: _____

The Examining Board meets, as needed, on the 3rd Monday of the month at 3:00 P.M. at City Hall

I have read and understand Florida Statutes, Section 112.313 (attached) setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Examining Board in a voluntary capacity.

_____ May 8th 2024
Signature of Applicant Date

Please return the completed application to City Clerk Lynne Fasone via email at lynne.fasone@pcbfl.gov or in person or mail at City Hall, 17007 Panama City Beach Parkway, PCB 32413.

Thank you for your interest, if you have any questions, please contact us at (850) 233-5100.

Please attach your resume and/or Bio to this application

S. Steven Gregory

Panama City Beach, FL 32408
603-892-1156 • s.steven.gregory@gmail.com • www.linkedin.com/in/s-steven-gregory

Professional Summary

Data Center Specialist with extensive experience designing, installing and operating technical facilities that are both modular and energy efficient. A “hands on” engineer with a detailed understanding of how data center designs need to be suited to the equipment being installed. An extremely adaptable project management professional who can leverage practical field experience when executing project delivery.

Experience

Toast – Senior Technical Program Manager 2022 – 2024

- Lead the delivery of complex, cross-functional technical programs by fostering a team mentality, bringing structure to ambiguity, and providing clear and consistent business communications.
- Coordinate and collaborate with product and engineering to understand business requirements, drive technical decision making and build scalable, performant, and reliable solutions.
- Manage and drive the execution of all phases of the project lifecycle. Build and maintain timelines, project plans, and communication artifacts to ensure everyone is operating from the most recent and accurate information.

Vistaprint – Data Center Architect/Engineer 2011 – 2022

Project management for data center builds (green field and colocation sites)

- Created data center build-out project plans based on business requirements.
- Identified environmental and logistical risk factors with mitigation strategies where possible.
- Negotiated and executed colocation contracts based on whitespace, fit-out requirements, and duration of occupancy.
- Established relationships with key vendors as part of material/equipment procurement process.
- Created RFPs based on pre-defined site requirements.
- Managed change, budget, resources, and timelines across multiple workstreams which were part of the larger project.
- Executed data center project delivery, collaborating with various internal and external cross functional teams with a focus on high quality outcomes.
- Completed closeout documentation and as built drawings.

Designed Vistaprint data center and IDF spaces globally including:

- Protected power, dedicated cooling equipment specification.
- Room design and rack layout.
- Energy efficiency optimizations.
- Fire suppression specifications.
- Emphasis on modular designs where possible.

Travelled on-site as necessary for periodic reviews of construction work in progress.

Performed commissioning process for Vista data centers including:

- Configuration/maintenance of DCIM:
  - Document equipment elevation diagrams.
  - Balance power and cooling resources.
  - Capacity trending and planning for infrastructure components.
- Executed “rack and stack” of server, storage and networking infrastructure, ensuring that cabling met high rack hygiene standards.
- Coordinated with networking team to establish LAN/WAN connectivity.
- Coordinated equipment startup and configuration with internal teams.

Monitored and reported on data center infrastructure.

- Implemented global monitoring and alerting of power/cooling elements.
- Responded to power/cooling failures in Vistaprint data centers based on escalation playbooks.
- Established local vendor contracts/SLAs based on region.
- Ensured regular "game day" testing of power and cooling elements to ensure redundancy and reliability.
- Generated regularly scheduled and ad hoc capacity reports as part of planning and budgeting.

Key Accomplishments

- Drafted and maintained data center construction standards for commercial real estate team to use when engaging vendors for new build outs.
- Delivered Vistaprint's 2nd largest data center on schedule and on budget.

Keane, Inc. (now NTT Data) – Data Center Engineer 1997 – 2011

Key Accomplishments:

- Early implementation of high density, active cooling server cabinets.
- Designed and implemented facilities upgrades to improve scalability and drive cost efficiencies. This included power management, data center airflow, rack and row floor plans and structured cabling.
- Led operations in the field to integrate the desktop, server, and network infrastructures of 11 acquired companies into Keane's environment.
- Researched, recommended, and implemented Keane's first successful VPN remote access solution.

Soft Skills

- Able to adjust style of verbal and written communication skills based on audience.
- Comfortable presenting information to various levels of stakeholders.
- Analytical thought process to solve problems as they arise.
- Highly reliable in terms of meeting commitments.
- Courteous and friendly in terms of establishing business relationships.
- High level of integrity – My reputation is the most valuable thing I own.

Education & Certification

Bachelor of Science Electrical Engineering
University of Massachusetts, Lowell, MA

AWS Certified Solutions Architect – Associate

ITIL Foundation in IT Service Management

PMP certification