



City of
Panama City Beach

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

**CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY, JANUARY 25, 2024
9:00 AM**

A. CALL TO ORDER AND ROLL CALL

B. INVOCATION

C. PLEDGE OF ALLEGIANCE LED BY MAYOR MARK SHELDON

D. COMMUNITY ANNOUNCEMENTS

- D.1 Community Announcements
[01.25.2024.Community Announcements.pdf](#)

E. APPROVAL OF MEETING MINUTES

- E.1 January 11, 2024 Regular Meeting Minutes
[01.11.2024.Council Meeting Minutes.draft.pdf](#)

F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.

G. PRESENTATIONS

- G.1 Employee Years of Service Awards
[Employee Presentations.Jan 25 Meeting.pdf](#)
- G.2 Half Cent Sales Tax Oversight Committee Findings by Chairman Doug Gilmore
[Half Cent Sales Tax Report.12.07.23.signed.PDF](#)
- G.3 *CRA Quarterly Update by Assistant CRA Program Manager Scott Passmore
[FBR CRA Q4 2023.pdf](#)

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

I. CONSENT AGENDA

- I.1
RESOLUTION NO. 24-72, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FLORIDA ULS OPERATING LLC D/B/A UNITED LAND SERVICES RELATED TO LANDSCAPE MAINTENANCE SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$56,964.00.

[Res 24-72.United Land Services.Landscaping.v2.pdf](#)
[Exh A.Landscape Maintenance Agreement ULS.pdf](#)

I.2

RESOLUTION NO. 24-73, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A 2024 GMC SIERRA 3500 HD CREW CAB TRUCK FOR THE STORMWATER DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC., d/b/a ALAN JAY FLEET SALES, IN THE TOTAL AMOUNT OF \$66,273.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE'S AGREEMENT GOVERNING THAT PURCHASE.

[Res 24-73.Alan Jay Fleet Sales.SW 3500 Truck Purchase.2.pdf](#)

[Ex. A Quote from TALLY.PCB.51520.pdf](#)

[Alan Jay Fleet Management.Contract 5179.pdf](#)

I.3

RESOLUTION NO. 24-74, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH WOERNER LANDSCAPE SOURCE, INC. FOR THE SUPPLY AND DELIVERY OF THE BULK PURCHASE OF SOD AT SET UNIT PRICES AS MORE FULLY DESCRIBED IN THE BODY OF THE AGREEMENT.

[Res 24-74.Woerner Landscape.Bulk Sod Purchase.pdf](#)

[Exhibit A PCB24-20 Bulk Sod Agreement Signed.pdf](#)

[Pages from Woerner Bid Form.pdf](#)

[PCB24-20 Bid Tab Bulk Sod.pdf](#)

I.4

RESOLUTION NO. 24-75, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO 2024 CHEVROLET SILVERADO 2500HD SERVICE BODY TRUCKS FOR THE UTILITIES DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC., d/b/a ALAN JAY FLEET SALES, IN THE TOTAL AMOUNT OF \$146,114.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE'S AGREEMENT GOVERNING THAT PURCHASE.

[Res 24-75.Alan Jay Fleet Sales.Purchase 2 Trucks Utilities.2.pdf](#)

[Ex. A. TALLY PCB 51460 Quote3.PDF](#)

[Ex. B. Alan Jay Fleet Sales.Contract 5179.pdf](#)

I.5

RESOLUTION NO. 24-80, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE INVESTIGATIVE 3D LASER SCANNING SYSTEM FOR THE POLICE DEPARTMENT FROM DUNCAN PARNELL, INC. IN THE AMOUNT OF \$65,490.60, AND APPROVING AN AGREEMENT WITH TRIMBLE INC. FOR RELATED SOFTWARE SUPPORT SERVICES.

[Res 24-80.3D Scanning System.pdf](#)

[Ex. A. Duncan Parnell Bid Proposal Form.PDF](#)

[Ex. B Trimble Forensics Reveal Subscription EULA.pdf](#)

[Ex. B. trimble_protected-terms-and-conditions.pdf](#)

[Ex. B Software Agreement Addendum.pdf](#)

[PCB24-14 Bid Tab.pdf](#)

I.6 **ACTION ITEM, APPROVING CITY MANAGER AND CITY CLERK TRAVEL FOR FY 2024.**

J. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

J.1 **ORDINANCE NO. 1639, AMENDING CHAPTER 8 OF THE CITY CODE , FIRST READING /**

PUBLIC HEARING.

[Ord 1639 Amending Chapter 8 of City Code.pdf](#)
[Chap 8 Business Impact Statement 1.pdf](#)

J.2 *RESOLUTION NO. 24-76, APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR THE FRONT BEACH ROAD SEGMENT 4.2 PROJECT.

[Res 24-76.Task Order Dewberry Engineering Seg 4.2 Project.pdf](#)
[Task Order - CRA Segment 4.2 Plan Revisions - Retaining Walls, Utility Work Schedules, Lighting Design Modifications.pdf](#)

J.3 *RESOLUTION NO. 24-77, APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR THE FRONT BEACH ROAD SEGMENT 4.1 PROJECT.

[Res 24-77.Task Order Dewberry Engineering Seg 4.1 Project.pdf](#)
[Task Order - CRA Segment 4.1 Plan Revisions - Driveway and Crosswalk Modifications, Utility Work Schedules, Lighting Design Modifications.pdf](#)

J.4 RESOLUTION NO. 24-78, APPROVING A JOB DESCRIPTION FOR A FACILITIES MANAGER; AND AUTHORIZING A BUDGET AMENDMENT.

[Res 24-78.Facilities Manager Job.BA14.pdf](#)
[Exh A.Facilities Manager Job Description.01.19.24.pdf](#)
[Exh B.FY 2024 BA #14.pdf](#)

J.5 RESOLUTION NO. 24-79, ADOPTING FEDERAL LEGISLATIVE AND EXECUTIVE BRANCH PRIORITIES FOR FISCAL YEAR 2024-2025.

[Res 24-79.Federal Legislative Priorities 24-25.pdf](#)
[2024-2025 Legislative Priorities.pdf](#)

J.6 DISCUSSION / ACTION ITEM, APPOINTMENT OF OPEN SEAT ON THE EXAMINING BOARD.

[Examining Board Roster.pdf](#)
[John Bach Jr. Application Plumber Examining Board.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	PAUL CASTO	X
PHIL CHESTER	X	PHIL CHESTER	X
MARY COBURN	X	MARY COBURN	X
MICHAEL JARMAN	X	MICHAEL JARMAN	X

MARK SHELDON**X**

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

MARK SHELDON**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**

/s/ City Clerk**Date**

The Agenda Packet is e-mailed to interested parties and posted on the City's website at www.pcbfl.gov/ by close of business the Friday before the scheduled meeting date.

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

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

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



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

January 25, 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.

[01.25.2024.Community Announcements.pdf](#)



City of

Panama City Beach

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

Community Announcements
for the
January 25, 2024
City Council Meeting

Date	Event	Location
January 26 & 27	Visit Panama City Beach Mardi Gras & Music Festival	Pier Park Aaron Bessant & Frank Brown Parks
Wednesday, January 31 9:00 am	Community Redevelopment Agency Parking & Mobility Study Steering Committee Meeting	City Hall
Thursday, February 8 6:00 pm	Next City Council Meeting	City Hall
Tuesday, February 13 7:30 am to 9:30 am	Chat with the Contractors about Alf Coleman Road Work & Segment 3 Community Redevelopment Agency Projects	Lyndell Conference Center



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Review and approve City Council's January 11, 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.

[01.11.2024.Council Meeting Minutes.draft.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

MINUTES of the **January 11, 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 Mark Sheldon called the January 11, 2024 meeting to order at 9:00 a.m.

ROLL CALL

MAYOR MARK SHELDON
VICE MAYOR PAUL CASTO
COUNCILMAN PHIL CHESTER
COUNCILMEMBER MARY COBURN
COUNCILMAN MICHAEL JARMAN

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

INVOCATION, PLEDGE OF ALLEGIANCE AND COMMUNITY ANNOUNCEMENTS

Pastor Ramon Duvall with Beachside Fellowship Church led the invocation. Councilman Michael Jarman led the Pledge of Allegiance. Mayor Sheldon presented community announcements.

APPROVAL OF MEETING MINUTES

Mayor Sheldon called for approval of the December 14, 2023, regular meeting minutes. **Vice Mayor Casto so moved. Councilmember Coburn seconded the motion. The December 14 meeting minutes were unanimously approved by a (5-0) roll call vote.**

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

APPROVAL OF AGENDA

Mayor Sheldon called for approval, additions and/or deletions to the agenda. Hearing and seeing none, **Councilman Jarman moved to approve the agenda. Vice Mayor Casto seconded the motion. All were unanimously in favor of approval of the agenda by a (5-0) roll call vote.**

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

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

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

1. Molly Allen – Ms. Allen commented that Gulf Beach Presbyterian Church was celebrating 75 years this year. Ms. Allen added the Church would be celebrating all year long with a big to do at the end of the year. Ms. Allen invited everyone to attend the celebrations. Ms. Allen noted she had some questions with respect to the permits issued for the Dollywood Pirates Voyage Dinner Theater. Ms. Allen expressed concern that the construction site was polluting Lullwater Lake, and noted she sent samples to the State to have tested.

Hearing and seeing no further public comments, Mayor Sheldon closed the public comment portion of the agenda.

CONSENT AGENDA

Mayor Sheldon asked Ms. Fasone to read the Consent Agenda.

RESOLUTION NO. 24-58, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF FIVE GMC SIERRA 1500 PICKUP TRUCKS FOR THE UTILITIES DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC., d/b/a ALAN JAY FLEET SALES IN THE TOTAL AMOUNT OF \$238,355.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE'S AGREEMENT GOVERNING THAT PURCHASE.

RESOLUTION NO. 24-59, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH VIHAR, INC. D/B/A SUN MART, RELATED TO ALL CLAIMS ARISING FROM LAND ACQUIRED FOR THE FRONT BEACH ROAD SEGMENT 4.1 PROJECT, IN THE TOTAL AMOUNT OF \$52,663.35.

RESOLUTION NO. 24-60, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A STAGING AREA AGREEMENT BETWEEN THE CITY OF PANAMA CITY BEACH AND FLORIDA POWER & LIGHT COMPANY GRANTING TEMPORARY USE AND CONTROL OF A PORTION OF FRANK BROWN PARK FOR STAGING UTILITY EQUIPMENT AND PERSONNEL AFTER DISASTERS.

RESOLUTION NO. 24-61, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH DAG ARCHITECTS, INC., FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE FRANK BROWN PARK MIRACLE LEAGUE PAVILION, RESTROOM FACILITY AND SKATE PARK PAD DESIGN IN THE AMOUNT OF \$51,000.00, AND DESIGNATING THE USE OF AMERICAN RESCUE PLAN ACT FUNDS FOR THE PROJECT.

RESOLUTION NO. 24-62, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH MCKIM & CREED, INC., FOR ENGINEERING SERVICES DURING CONSTRUCTION FOR UTILITIES RELOCATION ON PANAMA CITY BEACH PARKWAY FROM MANDY LANE TO EAST OF NAUTILUS STREET, IN AN AMOUNT NOT TO EXCEED \$57,214.50.

RESOLUTION NO. 24-63, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH FERGUSON WATERWORKS, CORE & MAIN, LP, AND FORTILINE, INC., FOR THE PURCHASE OF MISCELLANEOUS BRASS FITTINGS, METER BOXES, AND APPURTENANCES FOR THE UTILITIES DEPARTMENT.

RESOLUTION 24-64, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PURCHASE AND SALE AGREEMENT WITH FONTAINEBLEAU TERRACE OWNERS ASSOCIATION, INC. FOR LAND NEEDED FOR THE FRONT BEACH ROAD SEGMENT 4.2 PROJECT, IN THE TOTAL AMOUNT OF \$55,163.30.

RESOLUTION NO. 24-71, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FORWARD THINKING SYSTEMS, LLC FOR GPS FLEET MANAGEMENT SOFTWARE AND RELATED SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$41,989.00.

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

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

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

ITEM 1. ORDINANCE NO. 1637, CREATING SECTION 1-16 OF THE CITY'S CODE OF ORDINANCES REGARDING PUBLICATION OF NOTICES; AMENDING SECTION 10.03.04 OF THE CITY'S LAND DEVELOPMENT CODE REGARDING PUBLICATION OF NOTICES, SECOND READING /PUBLIC HEARING.

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Ordinance 1637 by title only. Mayor Sheldon opened the public hearing. Hearing and seeing no comments, Mayor Sheldon closed the public hearing.

Mayor Sheldon invited comments from Attorney Davis. Mr. Davis explained the proposed ordinance amends the City's Code and LDC to permit publication through the procedures set forth in Chapter 50 in a newspaper and now online. Mr. Davis further explained this was clean up language proposed to fix code provisions in the LDC. Mr. Davis added publication online was optional and publication in a newspaper was still permitted, if desired.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Ordinance 1637. Vice Mayor Casto seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Ordinance 1637 was unanimously adopted by a (5-0) roll call vote.**

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

ITEM 2. ORDINANCE NO. 1638, AMENDING SECTION 1.04.02 OF THE CITY'S LAND DEVELOPMENT CODE REGARDING DIVISION OF LAND, SECOND READING / PUBLIC HEARING.

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Ordinance 1638 by title only. Mayor Sheldon opened the public hearing. Hearing and seeing no comments, Mayor Sheldon closed the public hearing.

Mayor Sheldon invited comments from Attorney Davis. Mr. Davis reported the City's Land Development Code requires that a parcel which is divided resulting in three divisions must be recorded on an approved plat. Mr. Davis explained Staff recently became aware of situations in which the divisions caused by the use of eminent domain resulted in platting being required for otherwise compliant parcels. Mr. Davis added Staff desires to alleviate this burden by exempting divisions of land caused by involuntary purchases of property by public entities. Mr. Davis reported the Planning Board considered this ordinance, as well as the previous ordinance, at its December 13th meeting and unanimously forwarded both to Council for consideration.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Ordinance 1638. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Ordinance 1638 was unanimously adopted by a (5-0) roll call vote.**

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

ITEM 3. APPROVAL OF PLAT FOR THE RESIDENTIAL SUBDIVISION "CABALLEROS ESTATES AT HOMBRE," PUBLIC HEARING / QUASI JUDICIAL HEARING.

Mayor Sheldon noted the public hearing on this Plat was opened, and continued, at the January 11 Council meeting. Mayor Sheldon provided hearing instructions.

Mayor Sheldon asked Councilmembers to provide Jennings Disclosures. Vice Mayor Casto, Councilman Jarman, Councilman Chester, Councilmember Coburn, and Mayor Sheldon all reported that they had not spoken with anyone, except for Staff, so they had nothing to disclose.

Mayor Sheldon asked Director Leonard if the Plat was properly noticed. Director Leonard stated yes.

Mayor Sheldon called for comments from the public. Hearing and seeing no public comments, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve the Plat. Councilmember Coburn seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **the Caballeros Estates at Hombre Subdivision Plat was unanimously adopted by a (5-0) roll call vote.**

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

ITEM 4. RESOLUTION NO. 24-65, AUTHORIZING A BUDGET AMENDMENT TO RE-APPROPRIATE EXPENDITURES IN FISCAL YEAR 2024 FOR ITEMS ORIGINALLY INCLUDED IN THE FISCAL YEAR 2023 BUDGET.

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution 24-65 by title only. Mayor Sheldon invited comments from Finance Director Gibson. Hearing and seeing none, Mayor Sheldon called for public comments on Item #4. Hearing and seeing none, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution 24-65. Councilman Chester seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Resolution 24-65 was unanimously adopted by a (5-0) roll call vote.**

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

ITEM 5. RESOLUTION NO 24-66, APPROVING REVISED TASK ORDERS WITH JRA ARCHITECTS, INC. FOR THE FIRE STATION 31 REPLACEMENT AND FOR THE EAST END POLICE SUBSTATION SAFE ROOM; AND AUTHORIZING A BUDGET AMENDMENT.

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution 24-66 by title only. Mayor Sheldon called for public comments on Item 5. Hearing and seeing none, Mayor Sheldon closed the public comment period.

Mayor Sheldon invited comments from Assistant City Manager White. Ms. White explained the budget amendment was reasonable due to the increase in scope of services by the City.

Mayor Sheldon noted this item was available to Council. **Vice Mayor Casto moved to approve Resolution 24-66. Councilman Chester seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Resolution 24-66 was unanimously adopted by a (5-0) roll call vote.**

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

ITEM 6. RESOLUTION NO. 24-67, APPROVING AN AGREEMENT WITH HAWKINS, INC. FOR THE SUPPLY AND DELIVERY OF LIQUID SODIUM HYPOCHLORITE FOR THE PARKS AND UTILITIES DEPARTMENTS.

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution 24-67 by title only. Mayor Sheldon called for public comments on Item 6. Hearing and seeing none, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution 24-67. Vice Mayor Casto seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Resolution 24-67 was unanimously adopted by a (5-0) roll call vote.**

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

ITEM 7. RESOLUTION NO. 24-68, APPROVING THE PURCHASE OF ELEVEN FORD F-150 POLICE RESPONDER TRUCKS FOR THE POLICE DEPARTMENT; AUTHORIZING A BUDGET AMENDMENT; AND REPEALING RESOLUTION NO. 24-31.

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution 24-68 by title only. Mayor Sheldon called for public comments on Item #7. Hearing and seeing none, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution 24-68. Councilman Chester seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Resolution 24-68 was unanimously adopted by a (5-0) roll call vote.**

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

ITEM 8. RESOLUTION NO. 24-69, APPROVING AN AGREEMENT WITH HELLAS CONSTRUCTION FOR THE REHABILITATION OF THE FRANK BROWN PARK TENNIS COURTS.

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution 24-69 by title only. Mayor Sheldon called for public comments on Item #8. Hearing and seeing none, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. Mayor Sheldon noted this was nice to see. Discussion regarding the last time the courts were resurfaced took place.

Councilman Jarman moved to approve Resolution 24-69. Councilman Chester seconded the motion. Mayor Sheldon called for further discussion. Hearing and seeing none, **Resolution 24-69 was unanimously adopted by a (5-0) roll call vote.**

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

ITEM 9. RESOLUTION NO. 24-70, APPROVING A GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RELATED TO RESTORATION OF LULLWATER LAKE BASIN.

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution 24-70 by title only. Mayor Sheldon called for public comments on Item #9.

1. Ms. Mary [inaudible], Ms. Mary noted she was here to support the clean-up of Lake Lullwater.
2. Mr. Fran Moseby, 235 Lullwater Drive - Mr. Moseby noted he had a few questions about the scope of work, Mr. Moseby stated he was confused about the attachments, would the work take place throughout the basin, including the fingers of the basin.
3. Molly Allen, Lullwater Drive – Ms. Allen echoed Mr. Moseby's comments. Ms. Allen stated she thought the City would be hard pressed to get a grant for something that was continuously being polluted. Ms. Allen stated she thought the project was being used to buffer other projects. Ms.

Allen stated she was concerned with the language as it needed to be cleaned up and inquired as to when Council was going to Tallahassee to promote this.

Mayor Sheldon called for additional public comments. Hearing and seeing none. Mayor Sheldon closed the public comment period.

Mayor Sheldon invited Public Works Director Susan Goebel-Canning to the podium to discuss the scope of the project. Director Goebel-Canning briefly discussed the scope and noted the project would promote the long-term health of the lake.

Mayor Sheldon noted this item was available to Council. Mayor Sheldon added this was the project Council hoped to get started a couple years ago, however, the City lost that money, Tallahassee directed it elsewhere, but Council went back and pushed for it. Mayor Sheldon noted keeping the Lake clean was a priority for Council and Council would go back and ask for another \$3 million.

Councilman Jarman recommended that residents look at the attachment, specifically the task title and the five things being done on the attachment. Councilman Jarman noted Council had been very clear that this money was going to clean up the lake.

Vice Mayor Casto moved to approve Resolution 24-70. Councilman Jarman seconded the motion. Mayor Sheldon called for further discussion. Hearing and seeing none, **Resolution 24-70 was unanimously adopted by a (5-0) roll call vote.**

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

CITY MANAGER REPORT – Manager Whitman reported he was able to reach Rev Dr. Woods and he apologies for not be able to attend this evening and received the MLK Day Proclamation. Manager Whitman reported unlike TopGolf needing to go the Planning Board first, the development order permits Dollywood to develop here, it's already zoned for that use. Lastly, Manager Whitman thanked all of the City's first responders for helping Bay County during the recent weather emergency in the County.

CITY ATTORNEY REPORT – Mr. Davis clarified the agreement Council just approved pertaining to Lullwater Lake was an award, not an application. Mr. Davis added the City will seek another \$3million this year.

COUNCIL COMMENTS – Mayor Sheldon invited comments from Council.

Councilmember Coburn noted the City ended the year on a high note with two great new projects coming to the City, however, she first heard about the Dollywood Pirates Voyage Dinner Theater project on the news. Manager Whitman reported he was working on a new development list for the Council.

Councilman Jarman congratulated the Gulf Beach Presbyterian Church on its 75th anniversary

Vice Mayor Casto thanked the City's first responders for assisting during the recent weather emergency.

Mayor Sheldon concurred with Vice Mayor Casto and thanked the City's entire team for responding to the weather emergency, Mayor Sheldon noted he couldn't be prouder of them for helping as the emergency

wasn't within the city limits. Mayor Sheldon acknowledged the Fire Inspectors who were pulling a little extra duty with the short-term rental registration project. Mayor Sheldon asked Staff to do some research on what it might cost to put a roll off container in each neighborhood, perhaps once a quarter, to help residents get rid of unwanted materials.

With nothing further, Mayor Sheldon adjourned the meeting by unanimous consent at 6:30 p.m.

READ AND APPROVED this _____ day of January, 2024.

Mark Sheldon, 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.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Julie Roeder, Administration

2. MEETING DATE:

January 25, 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

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

Recognition of employee service.

[Employee Presentations.Jan 25 Meeting.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
January 25, 2024**

Employee Plaque Presentations

Fire Department

Kyle Miller– 5 Years

Utilities / Water Department

Craig Parsons - 20 Years

Mayor
Mark Sheldon

Vice Mayor
Paul Casto

Ward 2
Phil Chester

Ward 3
Mary Coburn

Ward 4
Michael Jarman

City Manager
Drew Whitman



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Receive Report/Findings of the Committee.

4. AGENDA:

PRESENTATIONS

**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?

The Half-Cent Sales Tax Advisory Committee was established by City Council by Resolution 17-39 on January 12, 2017. The Committee shall review and ascertain that the proceeds of the infrastructure surtax are being used solely for the purposes of: "1. That the proceeds received by the City from the local government infrastructure surtax levied pursuant to Bay County Ordinance 16-21 shall be used by the City to finance, plan or construct projects that will repair local roads, reduce traffic congestion or improve traffic flow, increase neighborhood safety with pedestrian paths, provide sidewalks near schools, or reduce local flooding." At the conclusion of each review, or no less than annually, the Committee shall make a report to the City Manager, Council and public regarding the use of the proceeds of the infrastructure surtax and the progress and status of all projects financed by those proceeds.

[Half Cent Sales Tax Report.12.07.23.signed.PDF](#)



City of

Panama City Beach

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

HALF-CENT SALES TAX CITIZENS OVERSIGHT COMMITTEE

December 7, 2023 Report / Findings

The Committee has reviewed the schedule of surtax proceeds collected by the City from inception through September 2023 and ascertained that the monies paid out to date through September 2023 in the amount of **\$6,711,760.68** are for the Bay Parkway Segment 2 Project, as authorized by Resolution No. 17-39, and **\$3,078,166.49** for the Street Resurfacing Project, as authorized by Resolution No. 23-88.



Doug, Gilmore, Chairman

ATTEST:



Lynne Fasone, City Clerk

Mayor
Mark Sheldon

Vice Mayor
Paul Casto

Ward 2
Phil Chester

Ward 3
Mary Coburn

Ward 4
Michael Jarman

City Manager
Drew Whitman



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Scott Passmore, Community Redevelopment Agency

2. MEETING DATE:
January 25, 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 updates from the CRA Manager on the CRA project.

[FBR CRA Q4 2023.pdf](#)

Front Beach Road Community Redevelopment Agency (CRA) Fourth Quarter 2023 Update

City of Panama City Beach
January 25, 2024



SEGMENT 3

- At 74% project completion (December 2023 pay application)
- Work continues on future northbound travel lanes for Arnold Road. Paving in next 30 days and shift to new lanes in early 2024.
- Drainage and utility work substantially complete on north side of Front Beach Road from roundabout to Lullwater Drive
- Planning interim traffic shift to mitigate utility impacts at Lullwater Box Culvert



ALF COLEMAN ROAD

- Notice to Proceed issued on October 2, 2023
- 289 calendar days for completion
- Projected completion in Summer 2024 – 33% complete (December 2023 pay application)
- Retaining wall, curb and gutter work ongoing between Cabana Blvd. and south Lowe's entrance
- 120-day road closure in place to install drainage crossing



POWELL ADAMS

- Procured design services to update the plan sets for Phase II widening
- Phase II will be let as separate project from Segment 4.1
- Project will be completed concurrent with Segment 4.1
- Working with St. Joe Company to address traffic impacts to Powell Adams from TopGolf development



SEGMENT 4.1

- Right of way acquisition 100% complete
- Right of way transfer from FDOT complete
- FDEM approval to move to construction phase next step
- Will be combined with Segment 4.2 to preserve FDEM grant funding
- Construction start is dependent on land acquisition completion for Segment 4.2



SEGMENT 4.2

- Team working toward 90% plans submittal
- Right of way acquisition is approximately 53% complete
- Design modification for retaining wall and lighting
- Bid date (combined with Segment 4.1) is dependent on completion of right of way acquisition phase
- Some parcels will need to be acquired via eminent domain process



SEGMENT 4.3

- Team working toward 90% plans submittal
- Real estate appraisal and appraisal review for needed parcels has been initiated
- Bid date for this segment is dependent on completion of right of way acquisition phase
- Significant parcels expected to be acquired by eminent domain process

PARKING AND MOBILITY STUDY UPDATE

- Aerial photography obtained
- Business, visitor and resident surveys received and being analyzed
- Opportunity for public comments throughout the process
- Advisory committee meeting on January 31, 2024
- Preparation of draft report for public review after input from committee is obtained



CHALLENGES TO CRA COMPLETION

- Utility company responses
 - Sending statutory notices to bring utility companies to the table for partnership
- Increases in construction costs due to inflation
- Construction fatigue
 - Community outreach to mitigate frustrations
- Inclement weather



COMMUNITY OUTREACH & COMMUNICATIONS



- Open communication with the public is top priority for the CRA
- Utilize a variety of communications platforms
- Debbie Ingram, Communications Director for City of Panama City Beach
- Donna Montgomery, Community Outreach Specialist for The Corradino Group
- Work together as a team to keep PCB residents updated, informed and safe
- Working with FDOT's public information staff to communicate Back Beach Road project status and issues through CRA contact list



THANK YOU !

✉ CRA@PCBFL.GOV

🌐 WWW.PCBFL.GOV





CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Wyatt Rothwell, Public Works

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Approve agreement with Florida ULS Operating LLC d/b/a United Land Services for landscape maintenance services on the City's main campus in the amount of \$56,964.00 per year.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Attractive Community

Public Safety

Economic Development

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

The current landscape maintenance contract for the City's main campus expires on January 31, 2024. Staff was tasked with soliciting bids for Landscaping Maintenance Services for the City's main campus and new fire stations (currently under construction).

A solicitation for Landscape Maintenance Service bids was publicly advertised on December 21, 2023, and four (4) bidders responded. All bidders were deemed responsive. Staff has reviewed the bids, and the responsive low bidder is Florida ULS Operating LLC d/b/a United Land Services in the amount of \$56,964.00 per year. This is a two (2) year contract with an option to renew for two (2) additional one (1) year terms.

Staff recommends approval of this agreement and funds are budgeted in the current fiscal year for this service. The contract, if approved, will begin February 1, 2024. Attached is a copy of the bid tabulation and agreement.

[Res 24-72.United Land Services.Landscaping.v2.pdf](#)
[Exh A.Landscape Maintenance Agreement ULS.pdf](#)
[PCB24-12 Bid Tab.pdf](#)

RESOLUTION NO. 24-72

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FLORIDA ULS OPERATING LLC D/B/A UNITED LAND SERVICES RELATED TO LANDSCAPE MAINTENANCE SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$56,964.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with Florida ULS Operating LLC doing business as United Land Services related to landscape maintenance services on multiple City properties as more fully described in the body of the Agreement in the annual amount of Fifty-Six Thousand Nine Hundred Sixty-Four Dollars and No Cents (\$56,964.00), 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, APPROVED AND ADOPTED in regular session this ____ day of January 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

AGREEMENT

LANDSCAPING MAINTENANCE SERVICES

THIS LANDSCAPING MAINTENANCE SERVICES CITY MAIN CAMPUS FY2024 AGREEMENT is made and entered into this 25th day of January 2024, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Florida ULS Operating LLC d/b/a United Land Services (Contractor).

PREMISES

1. SCOPE OF WORK

Contractor will provide annual Landscape Maintenance Services, as more particularly described in the Specifications listed in Invitation to Bid number PCB24-12.

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

2. COMPENSATION

As compensation for supplying the services contemplated herein and performance rendered by the Contractor of its duties and obligations hereunder, City shall pay Contractor according to the not to exceed bid unit prices submitted on PCB24-12 ITB LANDSCAPING MAINTENANCE SERVICES CITY MAIN CAMPUS. The City shall pay to the Contractor as full consideration for the services required by this Agreement, at the UNIT PRICE contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his/her designee(s).

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

3. PAYMENT

Contractor will invoice for payment to the City when satisfactory inspection of requested/scheduled WORK has been completed. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. Payment to Contractor shall be made via ACH or Virtual Credit Card.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on February 1, 2024 and be valid for a period of two (2) years with an option to renew for two (2) additional one (1) year terms.

5. PRICE ADJUSTMENTS

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

6. TERMINATION OF CONTRACT

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

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

7. COMPLIANCE WITH LAWS

The Contractor 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 the City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, 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 term of the contract.

8. WARRANTY

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

9. INSURANCE AND INDEMNIFICATION

Contractor shall at its own expense maintain in force during the term of the contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements as specified in the Required Documents section of the solicitation.

- i. Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's

Insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

- ii. Regardless of the coverage provided by any insurance, the successful Contractor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

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

10. ATTORNEY'S FEES

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

11. TIME

Time is of the essence in this Agreement.

12. FORCE MAJEURE

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

13. REMEDIES

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

14. ASSIGNMENT

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

15. SEVERABILITY

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

16. CHOICE OF LAW & VENUE

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

17. MODIFICATIONS

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

18. WAIVER

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

19. NOTICES

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

A. As to City:

City Representative: Chad Roeder

Title/Position: Construction Project Manager

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

Phone: (850) 233-5100, ext. 2400

B. As to Contractor:

Contract Representative: _____

Title/Position: _____

Email Address: _____

Mailing Address: _____

Phone: _____

20. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof,

PCB24-12 ITB LANDSCAPING MAINTENANCE SERVICES CITY MAIN CAMPUS FY2024

and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

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

Advertisement for Bids
Information for Bidders
Scope of Work/Specifications
Bid Proposal Form
Conflict of Interest Statement
Drug Free Work Place Statement
Public Entity Crimes Statement
Non-Collusion Affidavit
E-Verify
W9
Insurance Requirements
Terms and Conditions
Notice of Award
Agreement
Exhibit A – PCB City Main Campus Map
Exhibit B – Landscape Plan for Fire Station #31 and Police & Fire Storage
Exhibit C – Landscape Plan for Fire Station #32
Any Additional Exhibits or Appendices

ADDENDA (S)

No. 1, dated January 9th, 2024

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

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

Signed in the presence of: Contractor

Witness 1: _____

(Print Name): _____

By: _____
Contractor

Witness 2: _____

(Print Name): _____

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

By: _____
Drew Whitman, City Manager

ATTEST:

City Clerk



CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, Florida 32413
PCB24-12 - ITB - Landscaping Maintenance Services - City Main Campus
Friday, January 12, 2024
9:00AM

Opened at 9:01 AM / Closed at 9:06AM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	CONFLICT OF INTEREST	DRUG FREE WORKPLACE	E-VERIFY	NON-COLLUSION	PUBLIC ENTITY CRIMES	W9	REFERENCE	INSURANCE REQUIREMENT	TOTAL ANNUAL BID PRICE	RESPONSIVE BID - Minimum Requirements Provided	NOTES
1	United Land Services	01/11/24 @ 9:48AM	DemandStar	X	X	X	X	X	X	X	X	X	\$ 56,964.00	X	
2	Progreen	01/12/24 @ 8:36AM	DemandStar	X	X	X	X	X	X	X	X	X	\$ 89,252.00	X	
3	Rotolo Consultants	01/12/24 @ 8:37AM	DemandStar	X	X	X	X	X	X	X	X	X	\$ 73,587.38	X	
4	Circle P Enterprises, LLC	01/12/24 @ 8:26AM	Paper	X	X	X	X	X	X	X	X	X	\$ 73,090.00	X	
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:

Marsha Rivett, Public Works

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval to purchase a 2024 GMC Sierra 3500 HD crew cab from Alan Jay Fleet Sales for the Stormwater Department in the total amount of \$66,273.00.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Transportation
Public Safety
Quality of Life

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

The Stormwater Department is requesting early replacement of a 2013 F150 truck (SW5) with a 2024 GMC Sierra crew cab truck with a utility body. SW5, currently designated as a fuel truck, is experiencing significant repair issues. The vehicle is currently inoperable, and the necessary repair costs exceed the vehicle's value. Staff recommends replacing SW5 with a 2024 GMC Sierra 3500 as soon as possible. The purchase was included in the five year plan and was originally scheduled for FY2025. No budget amendment will be necessary due to purchases of other equipment in the current year at amounts less than what was budgeted.

The proposed purchase is from Alan Jay Fleet Sales piggybacking the City of Tallahassee's Contract No. 5179. The lump sum quote for the 2024 GMC Sierra is in the amount of \$66,273.00.

Staff recommends approval of the agreement with Alan Jay Fleet Sales. The truck will need to be fitted with the utility body selected by Staff to meet operational needs and estimated availability is 1-2 months.

[Res 24-73.Alan Jay Fleet Sales.SW 3500 Truck Purchase.2.pdf](#)

[Ex. A Quote from TALLY.PCB.51520.pdf](#)

[Alan Jay Fleet Management.Contract 5179.pdf](#)

RESOLUTION NO. 24-73

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE 2024 GMC SIERRA 3500 TRUCK FOR THE STORMWATER DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC., d/b/a ALAN JAY FLEET SALES, IN THE TOTAL AMOUNT OF \$66,273.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE'S AGREEMENT 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 Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales, for the purchase of one (1) 2024 GMC Sierra 3500 HD Crew Cab truck for the Stormwater Department in the total amount of Sixty-Six Thousand Two Hundred Seventy-Three Dollars and No Cents (\$66,273.00) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.
2. By accepting the proposal referenced above, the City agrees to be bound by the same terms and conditions obtained by the City of Tallahassee through an advertised, competitive bidding process, Agreement No. 5179, in the form **attached** as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this ____ day of January 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	51520-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/9/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/9/2024

REQUESTING AGENCY	PANAMA CITY BEACH, CITY OF			
CONTACT PERSON	JEREMIAH JAGERS	EMAIL	Jeremiah.Jagers@pcbfl.gov	
PHONE	850-348-6113	MOBILE	FAX	

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

MODEL	TK31043 1SA	MSRP	\$51,900.00
2024 GMC SIERRA 3500HD CREW CAB CHASSIS 4WD DRW 60" CA WORK TRUCK			
CUSTOMER ID	GOVERNMENT PRICE		\$49,385.00
BED LENGTH	60" CA		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L8T	Engine, 6.6L V8	\$0.00
MKM	Transmission, Allison 10-Speed automatic	\$0.00
1SA	OPTIONS Pro Preferred Equipment Group	\$0.00
9L3	Spare tire delete	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
DBG	Mirrors, outside power-adjustable vertical trailing	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	\$0.00
KI4	Power outlet, instrument panel, 120-volt (400 watts)	\$150.00
RVQ	LPO, Black tubular assist steps, 6" rectangular	\$795.00
ZLQ	Fleet Convenience Package	\$435.00
5N5	Rear Camera Kit	\$73.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$1,453.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
CAMERA-GM	Dealer installed factory ordered camera (REQUIRES 5N5/UVC).		\$215.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.		\$1,160.00
DVA SLU108ADW	9' Reading Standard Line utility body factory powder coated white with SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req 60" CA		\$11,740.00
DVA CLIV	Class IV Trailer Hitch and 7-pin round wire harness.		\$825.00
W TLI-4	(4) Whelen ION "T" series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body. (amber/white)		\$745.00
NICO / TRANSPORT	TRANSPORATION TO UPFITTER. (From SC to FL)		\$750.00

AFTERMARKET OPTIONS \$15,435.00

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

TRADE IN	TOTAL COST	\$66,273.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00
TOTAL COST LESS TRADE IN(S)		QTY 1 \$66,273.00

Estimated Annual payments for 60 months paid in advance: \$14,842.43
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments ORDERED UNIT VIN: [RF302929]

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"
I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.

ALL PRICES INCLUDE FREIGHT AND INSTALLATION

REGULAR AND SPECIAL FACTORY PRODUCTION OPTIONS

RPO	All Regular And Factory Production Options to be offered at discount from MSRP, Copy of Window Sticker Standard equipment list and MSRP option prices to be provided to customer with each contract conforming quote.	\$0.00
SEO	All Special Equipment Factory Production Options to be offered at discount from MSRP, Copy of Window Sticker Standard equipment list and MSRP option prices to be provided to customer with each contract conforming quote.	\$0.00
VSO	All Factory Production Vehicle Specific Options to be offered at discount from MSRP, Copy of Window Sticker Standard equipment list and MSRP	\$0.00
ASSUME	ANY ITEMS NOT SPECIFICALLY LISTED ON THIS QUOTE ARE TO BE ASSUMED UNAVAILABLE OR NOT INCLUDED.	\$0.00

NON-IDENTIFIED CONTRACT OPTIONS

NICO	Any Option not listed in this price schedule may be added in accordance with contract guidelines (not to exceed 10% over dealer costs).	\$0.00
FORCE MAJEURE	Surcharge for equipment / bodies - add "X" percentge - due to unforeseeable circumstances / acts of God.	\$0.00
CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI AND DELIVERY.	\$0.00

EXTENDED WARRANTY

EWA	Price to be quoted at Florida Mandatory Sales Price. Warranties available through: Ford ESP, GMPP, NISSAN, JM&A, MOPAR. PRICES TO BE QUOTED FOR SPECIFIC VEHICLE AND POWER TRAIN COMBINATION.	\$0.00
-----	---	--------

P-CARD AND CREDIT CARD TRANSACTIONS

MSF	A 5% convenience fee of the total sale price will be assessed for all merchant service transactions above \$2,500.00.	\$0.00
-----	---	--------

ADDITIONAL KEYS

3K	Plain cut 3rd key (NO REMOTE).	\$85.00
4K	Plain cut 3rd & 4th keys (NO REMOTES).	\$175.00
3KR	Additional key and remote, cut and programmed.	\$265.00
4KR	(2) Additional keys and remotes, cut and programmed.	\$435.00
3K SMART	3rd key and remote for vehicles with proximity access.	\$330.00
4K SMART	3rd & 4th keys and remotes for vehicles with proximity access.	\$535.00

PAINT AND GRAPHICS

B&W-DO	Dealer provided Black & White paint job on factory ordered Black vehicle, DOORS ONLY painted white, mirrors and handles to remain black.	\$1,600.00
B&W-D&R	Dealer provided Black & White paint job on factory ordered Black vehicle, DOORS and ROOF painted white, mirrors and handles to remain black.	\$1,970.00
CGP	CUSTOM GRAPHICS PACKAGE Furnished and Installed per customers specification.	\$760.00
CGP-CHEV	CUSTOM GRAPHICS PACKAGE Furnished and Installed per customers specifications including rear tailgate chevrons.	\$1,195.00

GENERAL OPTIONS

LMR AUTO TRANSPORT BROKERAGE

4395 Amsterdam Street
North Charleston, SC 29418
USA

Voice: (843) 614-4200
Fax: (843) 614-4200

Quote

Date: Jan 9, 2024
Page: 1

Bill To:
Alan Jay Automotive Management PO Box 9200 5330 US Hwy 27 S Sebring, FL 33871

Ship to:
Alan Jay Automotive PO Box 9200 5330 US Hwy 27 S Sebring, FL 33871

Customer ID	Customer PO	Payment Terms	
ALA	Shipping	Net 30 Days	
Sales Rep ID	Method	Ship Date	Due Date
House Account	Courier		

Quantity	Item	Description	Unit Price	Amount
		South Carolina to Sebring, FL- Dually 3500 Chassis		\$750.00
Subtotal				\$750.00
Sales Tax				
Total Invoice Amount				\$750.00
Payment/Credit Applied				
TOTAL				\$750.00

Check/Credit Memo No:

**AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS,
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**
Agreement No. 5179

This Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks (the "Agreement") is entered into and effective this 13 day of 01 2022, (the "Effective Date") by and between the **City of Tallahassee**, a Florida municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales** (the "Vendor"), whose principal place of business is 5330 US Hwy 27 South, Sebring, FL 33870. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

1. DEFINITIONS. Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. *"Vehicles and Services"* means the complete product line of new municipal vehicles, cars, vans, sport utility vehicles, light trucks with related equipment as sought in City Solicitation RFP No. 096-21-KM and more fully described in its Section 3, Scope of Work/Specifications.

B. *"Purchase Order"* means the purchase order commitment for Vehicles and Services made by the City through a Purchase Order and subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. *"Agreement Documents"* are the City Solicitation RFP No.096-21-KM, its associated Scope of Work/Specifications and any associated addenda; the Vendor's Solicitation Response dated September 22, 2021, including any associated addenda and pricing sheets; and the Purchase Orders arising from this Agreement, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

2. ORDERS.

A. City Solicitation RFP No. 096-21-KM sought multiple vendors for Vehicles and Services. Although the City plans to order needed Vehicles and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. This Agreement is non-inclusive. The City reserves the right to order or purchase from other vendors, manufacturers, dealers, and other local, state, or national government agencies and/or associations when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor.

B. Upon receipt of the completed quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Vehicles and Services through a City Purchase Order. The Vendor's quote **MUST** be dated and reference the Agreement Number.

C. Any future Vehicles or Services not currently available or offered can be added as they become available.

3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Purchaser(s) **MUST** contact the City's procurement office to request utilization prior to purchasing under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of \$100.00 per vehicle sold. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to kathy.crum@talgov.com. The subject line of the email should **reference Reporting Administrative Fee - Agreement No. 5179** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees received by Vendor prior to the end of the any fiscal quarter no later than ten (10) calendar days after the end of the fiscal quarter in which the payment was received to the following address:

Fleet Management Admin
Attn: Kathy Crum
400 Dupree Street
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5179 referenced** on the check.

For questions, please contact:

Kathy Crum - Fleet Management Contract Manager
(850) 891-5229

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

4. PRICES AND PAYMENT.

A. Prices. The City agrees to pay the Vendor for Vehicles and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's pricing shall be updated accordingly based on pricing for the current year. Any and all future pricing **MUST** be approved by the Fleet Management Director.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Vehicles and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid

amount shall bear interest from thirty (30) days after the due date at the rate of 1% per month on the unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to:

invoices@talgov.com with a copy to fleetadmin@talgov.com or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a “copy” submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

- a. The invoice must be in compliance with the terms of this Agreement;
- b. The invoice must be an original invoice;
- c. The invoice must not be under dispute;
- d. The invoice must include the authorizing City Purchase Order and/or Agreement number;
- e. The invoice must be dated;
- f. The invoice must include the number of the invoice to facilitate identification;
- g. The invoice must include the name and address of the Vendor; and provide the remittance address for payment, if different;
- h. The invoice must include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, unit price, and extended price of the item;
- i. The invoice must include the terms of any prompt payment discount offered; and
- j. The invoice must include Vendor' Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

5. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Vehicles or Services to determine whether such Vehicles or Services meet all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Vehicles or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Vehicles or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Vehicles or Services in the time frame listed on the quote, the Vendor and City agree to discuss, and confirm in writing, a mutually acceptable time frame. In the event delivery of the Vehicles or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Vehicles or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Vehicles or Services FOB to:

City of Tallahassee- Fleet Management
400 Dupree Street
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;

- g. A copy of applicable equipment specifications; and
- h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

6. WARRANTY.

The warranty becomes effective when the Vehicles or Services are put into use by the City or at a maximum of thirty (30) days after delivery, whichever occurs first.

7. TERM.

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

8. TERMINATION.

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date

upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for actual damages suffered from the default resulting in termination of the Agreement.

9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.

A. The City may apply financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy performance deficiencies within thirty (30) days of being provided notice of such deficiency by the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the retained funds will be forfeited.

B. The Vendor shall not be charged retained funds when the non-performance is a result of delay in delivery or performance arising out causes beyond the control and without fault or negligence of the Vendor due to manufacturer delays. To substantiate a delay in manufacturer product delivery, the Vendor is required to submit written proof of delay to the City in the form of a letter or email sent from the manufacturer to the Vendor. The City agrees that no retained funds will be withheld from the Vendor after written proof of the manufacturer's product delivery delay is provided to the City and, if necessary, regularly updated if the delay continues past any date which may be included in the written communication from the manufacturer.

10. LIQUIDATED DAMAGES.

A. If the Vendor fails to provide the Vehicles or Services within the time specified in this Agreement, any applicable Purchase Order, or any negotiated extension, the Vendor shall pay the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1,500.00 per month, to the City

as fixed and liquidated damages. In the event the City is penalized monetarily by federal, state, or local entities as a result of the Vendor delay, error, and/or poor performance issues, the Vendor may be required to reimburse the City the full amount of the assessed penalty.

B. Alternatively, if delivery or performance is delayed, the City may terminate this Agreement in whole or in part, under the Termination provision in this Agreement. In the event of termination for delivery or performance delay, the Vendor may be liable for (i) reimbursement to the City for costs spent to procure the Vehicles or Services from another vendor or (ii) for payment of liquidated damages as provided in above until such time as the City may reasonably obtain delivery or performance of similar Vehicles or Services.

C. The Vendor shall not be charged with liquidated damages, including if the City is penalized by federal, state or local entities, when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Vendor caused by delay in manufacturer product delivery.

11. INDEMNIFICATION. The Vendor shall hold harmless and indemnify the City and its officials, officers, and employees from all claims, damages, losses, expenses, suits or actions against all third-party claims, losses, expenses, suits, or actions against the City, including, without limitation, costs of defending the action and attorney's fees, to the extent the claims arise out of or result from the performance and furnishing of the work, services, materials, goods, or equipment under the Agreement (including, but not limited to, claims regarding defects in materials, goods, equipment, and patent infringement) and such claim is caused in whole, or in part, by any breach of contract, act, or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable. In any and all claims against the City, or any of its agents or employees by any employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its subcontractors under any Workers' Compensation Act, Disability Act, or other Employee Benefit Act.

12. AVAILABILITY OF FUNDS. City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

13. NOTIFICATION OF INSOLVENCY. In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

14. CHOICE OF LAW AND VENUE. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, concerning, or relating to this Agreement between the Parties shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

15. REMEDIES. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further

exercise thereof.

16. NO WAIVER; SEVERABILITY; SECTION HEADINGS. No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

17. RELATIONSHIP BETWEEN THE PARTIES. The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

18. NOTICES. All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director
400 Dupree Street
Tallahassee, FL 32304
with a copy via email to:
Jeffery.Shepard@talgov.com

For the Vendor:

Attn: Chris Wilson
3003 US Hwy 27 South
Sebring, FL 33870
with a copy via to:
Chris.Wilson@AlanJay.com

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

19. ASSIGNMENT. Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

20. PUBLIC RECORDS. The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, Florida 32301

21. SUBCONTRACTORS. Subcontractors are not allowed under this Agreement.

22. FORCE MAJEURE. Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and

which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

23. INSURANCE COVERAGE. Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. \$1,000,000 limit per occurrence for property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

- * Premise/Operations;
- * Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
- * Products/Completed Operations;
- * Contractual;
- * Independent Contractors;
- * Broad Form Property Damage; and
- * Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. \$1,000,000 limit per accident for property damage and personal injury, including coverage for:

- * Owned/Leased Autos;
- * Non-owned Autos; and
- * Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

- * The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not contain special limitations on the scope of protection afforded the City Insureds.
- * The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- * Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- * Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. Garage Liability Coverage. A minimum of \$1,000,000.00 limit per occurrence.

G. Garage Keepers Coverage. A minimum of \$500,000 per accident.

H. All Coverage.

- * Each insurance policy shall name the City as an additional insured.
- * Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
- * If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of the Agreement. The City, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
- * Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

I. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

J. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

K. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

24. SOVEREIGN IMMUNITY. Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties, whether digital or encrypted, have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

26. ORDER OF PRECEDENCE. In the event of any inconsistency between any provisions of this Agreement and the Agreement Documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement, and any written attachments and future written Amendments or Purchase Orders.
- B. Purchase Orders arising from this Agreement, including any associated quote and build sheets.
- C. City Solicitation RFP No.069-21-KM, including all addenda.
- D. Vendor's Response to the City's Solicitation.

27. E-VERIFY. The Contractor, and its subcontractors, must register with and utilize, the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of this contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the termination date and will be liable for any additional costs incurred by the City as a result of the termination.

28. ENTIRE AGREEMENT. This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF TALLAHASSEE

By: 
Reese Goad, City Manager

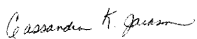
Approved by the Department

By: 
Jeff Shepard, Fleet Management Director

Attest:

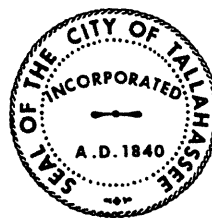
By: 
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: 
Cassandra K. Jackson, City Attorney

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

By: 
Print Name: Chris Wilson
Title: Fleet Sales Manager





Legal Routing Memo

Date: 1/4/2022

To: City Attorney's Office

From: Administration & Professional

Subject: Legal Review of

☒ CONTRACT NO. 5179

☐ AMENDMENT NO.

☐ MEMORANDUM OF UNDERSTANDING OR AGREEMENT

☐ OTHER

This document relates to Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: *Antwan Pennywell*

Department Signature: *Kathy Crum, Contract Manager - Fleet Management*

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/4/2022

Legal review performed by: Kellie Scott

Approved for execution: ☒ yes ☐ no



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Keith Meyerl, Parks & Recreation

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Approve the agreement with Woerner Landscape Source, Inc. for the supply and delivery of the bulk purchase of sod at the set unit prices described in the agreement.

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

N/A

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

City staff publicly advertised an invitation to bid for the supply and delivery of bulk sod, in a variety of grasses, for all City Departments for various projects and facilities. The solicitation requested a bid price per pallet of both sod squares (450 sf/pallet), and mega rolls (350 sf/pallet), of ten different varieties of grasses. Staff received one responsive bid by the published deadline of December 19, 2023.

Entering into an agreement for bulk sod purchases provides the City with price stability for the commodity, and allows the City to accurately budget for sod projects. Various City Departments are anticipated to utilize the contract for sod projects, such as ball field repair, roadside and traffic island repair, erosion control, drainage ditch sod replacement, and building and landscape projects. Having a contract in place will also help expedite the process of obtaining quotes/bids and approvals for each individual project. Each Department will identify the funding source for their projects.

Staff recommends approval of the agreement for the supply and delivery of sod, for a variety of grasses, with Woerner Landscape at set unit prices as listed on their bid tab form. The term of agreement is one(1) year, with the option of two(2), one (1) year renewals upon mutual agreement.

[Res 24-74.Woerner Landscape.Bulk Sod Purchase.pdf](#)
[Exhibit A PCB24-20 Bulk Sod Agreement Signed.pdf](#)
[Pages from Woerner Bid Form.pdf](#)
[PCB24-20 Bid Tab Bulk Sod.pdf](#)

RESOLUTION NO 24-74

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH WOERNER LANDSCAPE SOURCE, INC. FOR THE SUPPLY AND DELIVERY OF THE BULK PURCHASE OF SOD AT SET UNIT PRICES AS MORE FULLY DESCRIBED IN THE BODY OF THE AGREEMENT.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with Woerner Landscape Source, Inc. for the supply and delivery of the bulk purchase of sod at set unit prices as more fully described in the body of the agreement, 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 January 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

AGREEMENT

BULK PURCHASE OF GRASS SOD

THIS BULK PURCHASE OF GRASS SOD AGREEMENT is made and entered into this day of _____, 20____, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Woerner Lands Cape Source, Inc. (Contractor or Vendor).

PREMISES

1. SCOPE OF WORK

Contractor/Vendor will periodically provide and/deliver as required grass sod as ordered by the City of Panama City Beach, as more particularly described in the Specifications listed in Invitation to Bid number PCB24-20.

2. COMPENSATION

As compensation for supplying the product contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the not to exceed bid unit bid price submitted on PCB24-20 ITB BULK PURCHASE OF GRASS SOD. The City shall pay to the Contractor/Vendor as full consideration for the delivery of product required by this Agreement, at the UNIT PRICE contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his/her designee(s).

3. PAYMENT

Contractor/Vendor will invoice for payment to the City when delivery and satisfactory inspection of grass sod has been completed. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. Payment for invoices shall be made via ACH or Virtual Credit Card only.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid for a period of one (1) year with two (2) one-year optional renewals if mutually agreed upon by both parties.

5. PRICE ADJUSTMENTS

- A. Increases – Contractor/vendor may request a price increase adjustment no more than two times in a contract year. In the event Contractor/Vendor desires to increase price, City must be notified immediately. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification.

Contractor/Vendor must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor/Vendor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor/Vendor's proposal.

- B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor/Vendor shall permit, when such a request is supported by Producer Price Index.

6. TERMINATION OF CONTRACT

- A. City Termination for Cause – The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor/Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgement and discretion, the City may afford Contractor/Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it seems expedient.
- B. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor/Vendor. In such event, Contractor/Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor/Vendor shall discontinue Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor/Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor/Vendor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors.

7. COMPLIANCE WITH LAWS

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

8. WARRANTY

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

9. INSURANCE AND INDEMNIFICATION

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

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

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the City shall

promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

10. ATTORNEY'S FEES

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

11. TIME

Time is of the essence in this Agreement.

12. FORCE MAJEURE

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

13. REMEDIES

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

14. ASSIGNMENT

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

15. SEVERABILITY

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

16. CHOICE OF LAW & VENUE

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

17. MODIFICATIONS

PCB24-20 ITB BULK PURCHASE OF GRASS SOD

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

18. WAIVER

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

19. NOTICES

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

A. As to City:

City Representative: _____

Title/Position: _____

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

Phone: _____

B. As to Contractor/Vendor:

Contract Representative: Ryan Cawby

Title/Position: Manager

Email Address: rcawby@woerner.com

Mailing Address: P.O. Box 1946, Foley, AL 36536

Phone: 850-628-7383

20. ENTIRE AGREEMENT

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

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

- Advertisement for Bids
- Information for Bidders
- Scope of Work/Specifications
- Bid Proposal Form
- Drug Free Work Place Statement

PCB24-20 ITB BULK PURCHASE OF GRASS SOD

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 _____

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

Signed in the presence of: Contractor/Vendor

Witness 1: Sue Buegg

(Print Name): Sue Buegg

By: Angela Weber
Contractor/Vendor

Witness 2: Matt Montee

(Print Name): Matt Montee

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

By: _____
Drew Whitman, City Manager

ATTEST:

City Clerk

PCB24-20 ITB BULK PURCHASE OF GRASS SOD

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: _____, 20____.

PCB24-20 ITB BULK PURCHASE OF GRASS SOD

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

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** to receive a firm, fixed pricing schedule for the periodic purchase of various grass sod as specified in PCB24-20 ITB BULK PURCHASE OF GRASS SOD bid specifications. Responsive bidders may propose prices on some or all strands of sod.

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

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Bid Amount</u>
A.	Palisade's Zoysia	Pallet – ~~450~~ 500 sf	\$ <u>205.00</u>	\$ _____
	Palisade's Zoysia	Mega Roll – 350 sf	\$ <u>143.50</u>	\$ _____
	Palisade's Zoysia	Standard Roll – 250 sf	\$ _____	\$ _____
B.	~~Empire Zoysia~~ <u>Emerald</u>	Pallet – 450 sf	\$ <u>234.00</u>	\$ _____
	Empire Zoysia	Mega Roll – 350 sf	\$ _____	\$ _____
	Empire Zoysia	Standard Roll – 250 sf	\$ _____	\$ _____
C.	Centipede	Pallet – 450 sf	\$ <u>170.00</u>	\$ _____

PCB24-20 ITB BULK PURCHASE OF GRASS SOD

	Centipede	Mega Roll – 350 sf	\$ <u>119.00</u>	\$ _____
	Centipede	Standard Roll – 250 sf	\$ _____	\$ _____
D.	TIFTUF TM Bermuda	Pallet – 450 sf	\$ <u>200.00</u>	\$ _____
	TIFTUF TM Bermuda	Mega Roll – 350 sf	\$ <u>140.00</u>	\$ _____
	TIFTUF TM Bermuda	Standard Roll – 250 sf	\$ _____	\$ _____
E.	419 Bermuda	Pallet – 450 sf	\$ _____	\$ _____
	419 Bermuda	Mega Roll – 350 sf	\$ _____	\$ _____
	419 Bermuda	Standard Roll – 250 sf	\$ _____	\$ _____
F.	~~Palmetto Saint~~ Augustine <i>Classic</i>	Pallet – 450 sf	\$ <u>177.75</u>	\$ _____
	Palmetto Saint Augustine	Mega Roll – 350 sf	\$ _____	\$ _____
	Palmetto Saint Augustine	Standard Roll – 250 sf	\$ _____	\$ _____
G.	Flora Tam Saint Augustine	Pallet – 450 sf	\$ _____	\$ _____
	Flora Tam Saint Augustine	Mega Roll – 350 sf	\$ _____	\$ _____

PCB24-20 ITB BULK PURCHASE OF GRASS SOD

	Flora Tam Saint Augustine	Standard Roll – 250 sf	\$ _____	\$ _____
H.	Seville Saint Augustine	Pallet – 450 sf	\$ _____	\$ _____
	Seville Saint Augustine	Mega Roll – 350 sf	\$ _____	\$ _____
	Seville Saint Augustine	Standard Roll – 250 sf	\$ _____	\$ _____
I.	Pensacola Bahia	Pallet – 450 sf	\$ _____	\$ _____
	Pensacola Bahia	Mega Roll – 350 sf	\$ _____	\$ _____
	Pensacola Bahia	Standard Roll – 250 sf	\$ _____	\$ _____
J.	Argentina Bahia	Pallet – 450 sf	\$ _____	\$ _____
	Argentina Bahia	Mega Roll – 350 sf	\$ _____	\$ _____
	Argentina Bahia	Standard Roll – 250 sf	\$ _____	\$ _____
Delivery	Delivered to Jobsite	½ Truck Load 10	\$ 140	\$ _____
Delivery	Delivered to Jobsite	Full Truck Load 20	\$ 140	\$ _____

* NOTE: QUANTITIES OF PRODUCTS ARE ESTIMATES, ACTUAL QUANTITIES MAY VARY

PCB24-20 ITB BULK PURCHASE OF GRASS SOD

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. The City reserves the right to reject any and all bids received and may award the contract based upon either lowest bid or a combination of bids which the City deems to be in its best interest.
3. The City reserves the right to award multiple contracts based upon either the lowest bid or a combination of bids for the procurement of the product.

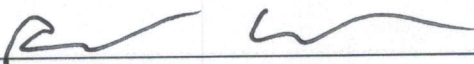
By submission of this BID, Bidder certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER:

Woerner Landscape
Name of Business

17781 Ashley Dr
Address

rlawby@woerner.com
Email Address


Signature of Authorized Representative

11/30/23
Date

Ryan Lawby
Name of Bidder

850-919-3446
Phone Number

[END OF BID PROPOSAL FORM]



CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, Florida 32413
PCB23-20 - ITB - Bulk Purchase of Grass Sod
Tuesday, December 19, 2023
1:00PM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	CONFLICT OF INTEREST	DRUG FREE WORKPLACE	E-VERIFY	NON-COLLUSION	PUBLIC ENTITY CRIMES	W9	INSURANCE REQUIREMENT	BID PRICE	RESPONSIVE BID - Minimum Requirements Provided	NOTES
1	Woerner Landscape	12/11/23 @ 10:03AM	DemandStar	X	X	X	X	X	X	X	X	See Attached Detailed Line Item Pricing Sheet	Yes	
2														
3														
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.

PCB24-20 ITB BULK PURCHASE OF GRASS SOD

				Woener Landscape
Item No.	Description	Contractor's Alternate	Quantity	Unit Price
A.	Palisade's Zoysia		Pallet – 500 sf	\$205.00
	Palisade's Zoysia		Mega Roll – 350 sf	\$143.50
	Palisade's Zoysia		Standard Roll – 250 sf	NO BID
B.	Empire Zoysia	Emerald	Pallet – 500 sf	\$234.00
	Empire Zoysia	Emerald	Mega Roll – 350 sf	NO BID
	Empire Zoysia		Standard Roll – 250 sf	NO BID
C.	Centipede		Pallet – 500 sf	\$170.00
	Centipede		Mega Roll – 350 sf	\$119.00
	Centipede		Standard Roll – 250 sf	NO BID
D.	TIFTUF™ Bermuda		Pallet – 500 sf	\$200.00
	TIFTUF™ Bermuda		Mega Roll – 350 sf	\$140.00
	TIFTUF™ Bermuda		Standard Roll – 250 sf	NO BID
E.	419 Bermuda		Pallet – 450 sf	NO BID
	419 Bermuda		Mega Roll – 350 sf	NO BID
	419 Bermuda		Standard Roll – 250 sf	NO BID
F.	Palmetto Saint Augustine	Classic Saint Augustine	Pallet – 450 sf	\$177.75
	Palmetto Saint Augustine	Classic Saint Augustine	Mega Roll – 350 sf	NO BID
	Palmetto Saint Augustine	Classic Saint Augustine	Standard Roll – 250 sf	NO BID
G.	Flora Tam Saint Augustine		Pallet – 450 sf	NO BID
	Flora Tam Saint Augustine		Mega Roll – 350 sf	NO BID
	Flora Tam Saint Augustine		Standard Roll – 250 sf	NO BID
H.	Seville Saint Augustine		Pallet – 450 sf	NO BID
	Seville Saint Augustine		Mega Roll – 350 sf	NO BID
	Seville Saint Augustine		Standard Roll – 250 sf	NO BID
I.	Pensacola Bahia		Pallet – 450 sf	NO BID
	Pensacola Bahia		Mega Roll – 350 sf	NO BID
	Pensacola Bahia		Standard Roll – 250 sf	NO BID
J.	Argentina Bahia		Pallet – 450 sf	NO BID
	Argentina Bahia		Mega Roll – 350 sf	NO BID
	Argentina Bahia		Standard Roll – 250 sf	NO BID
Delivery	Delivered to Jobsite		½ Truck Load	\$140.00
				\$140.00
Delivery	Delivered to Jobsite		Full Truck Load	\$300.00



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Leah Bailey, Utilities

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval to purchase two (2) 2024 Chevy Silverado 2500HD Service Body trucks in the total amount of \$146,114.00. The City intends to purchase the trucks pursuant to the competitively procured contract between Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales, and the City of Tallahassee, Contract No. 5179.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Transportation

Financial Health

N/A

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

Staff was able to secure a quote for two (2) Chevy Silverado 2500HD service body trucks from Alan Jay Fleet Sales utilizing the City of Tallahassee's Contract #5179. Both vehicles will be allocated to Instrumentation and Control personnel within the Wastewater division. Staff currently operate 2015 and 2019 Ford Transit Connect long wheel base vans which are not adequate in size to be properly outfitted with the necessary equipment to perform their assigned duties.

The two vans being replaced will either be repurposed to other divisions within the department as backup vehicles, or will be brought before Council in the 1st quarter of the calendar year for approval to surplus. Adequate funds for this purchase are available within the FY24 budget. Attached is copy of the quote and contract terms and conditions for review. Staff recommends approval.

[Res 24-75.Alan Jay Fleet Sales.Purchase 2 Trucks Utilities.2.pdf](#)

[Ex. A. TALLY PCB 51460 Quote3.PDF](#)

[Ex. B. Alan Jay Fleet Sales.Contract 5179.pdf](#)

RESOLUTION NO. 24-75

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO 2024 CHEVROLET SILVERADO 2500HD TRUCKS FOR THE UTILITIES DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC., d/b/a ALAN JAY FLEET SALES, IN THE TOTAL AMOUNT OF \$146,114.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE'S AGREEMENT 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 Alan Jay Automotive Management Inc., d/b/a Alan Jay Fleet Sales, for the purchase of two Chevrolet Silverado 2500 HD Service Body trucks for the Utilities Department in the total amount of One Hundred Forty-Six Thousand, One Hundred Fourteen Dollars and No Cents (\$146,114.00) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.
2. By accepting the proposal referenced above, the City agrees to be bound by the same terms and conditions obtained by the City of Tallahassee through an advertised, competitive bidding process, Agreement No. 5179, in the form **attached** as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED, AND ADOPTED in regular session this ____ day of January 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	51460-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/9/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/17/2024

REQUESTING AGENCY	PANAMA CITY BEACH, CITY OF			
CONTACT PERSON	LEAH BAILEY	EMAIL	Leah.Bailey@pcbfl.gov	
PHONE	850-233-5100 Ext. 2420	MOBILE	850-866-9217	FAX

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

MODEL	CK20943 1WT	MSRP	\$49,900.00
2024 CHEVY SILVERADO 2500HD CREW CAB 4WD 8' BED WORK TRUCK			
CUSTOMER ID	GOVERNMENT PRICE		\$47,621.00
BED LENGTH	8' BED		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L5P	Engine, Duramax 6.6L Turbo-Diesel V8	\$9,490.00
MGM	Transmission, Allison 10-speed automatic	\$0.00
K05	Engine block heater	\$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
BHP	Winter Grille Cover	\$0.00
C49	Defogger, rear-window electric	\$0.00
DBG	Mirrors, outside power-adjustable vertical trailing	\$0.00
E63	Durabed, pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JGL	GVWR, 11,350 lbs. (5148 kg)	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, electronic	\$0.00
K40	Exhaust brake	\$0.00
KW5	Alternator, 220 amps	\$0.00
PCV	WT Convenience Package	\$1,010.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	\$0.00
QT5	Tailgate, gate function manual with EZ Lift	\$0.00
VK3	License plate kit, front	\$0.00
VQO	LPO, Black work step	\$575.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	\$0.00
---	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr	\$0.00
---	Capped Fuel Fill	\$0.00
FACTORY OPTIONS		\$11,350.00

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

AFTERMARKET OPTIONS

DESCRIPTION

LTE BED	BED CREDIT TO REMOVE FACTORY PICK UP BOX	(\$300.00)
LTE 696J	Knapheide 8' SRW utility body for 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$11,244.00
LTE CAM	REMOVE / REINSTALL FACTORY BACK UP CAMERA FROM FACTORY TAILGATE TO BE INSTALLED ON UTILITY BODY	\$234.00
LTE 7 WIRE	FACTORY TRAILER HITCH TO BE RE-USED, ADD AFTERMARKET 7 WIRE HARNESS.	\$93.00
LTE FFK	Furnish and install Fuel Filler Neck to work in conjunction with service body.	\$300.00
LTE USOB TB	FURNISH AND INSTALL SPRAY ON BELINER MATERIAL TO INSIDE CARGO AREA AND TOPS OF BOXES	\$1,200.00
LTE DB2	Draw Bar, 2" Ball, Pin and Clip	\$0.00
AJ FAST	REPROGRAM TAILLIGHTS IN BCM TO ACCEPT LED TAIL LAMPS FROM KNPHEIDE	\$65.00
TRANSPORT	TRANSPORATION FROM (SC) TO (FL).	\$1,250.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00

AFTERMARKET OPTIONS **\$14,086.00**

TRADE IN

TOTAL COST

\$73,057.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

2

\$146,114.00

Estimated Annual payments for 60 months paid in advance: \$16,361.76 Extended: \$32,723.53
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

ORDERED UNIT VIN: [RF258264]

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.*

**AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS,
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**
Agreement No. 5179

This Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks (the "Agreement") is entered into and effective this 13 day of 01 2022, (the "Effective Date") by and between the **City of Tallahassee**, a Florida municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales** (the "Vendor"), whose principal place of business is 5330 US Hwy 27 South, Sebring, FL 33870. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

1. DEFINITIONS. Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. "*Vehicles and Services*" means the complete product line of new municipal vehicles, cars, vans, sport utility vehicles, light trucks with related equipment as sought in City Solicitation RFP No. 096-21-KM and more fully described in its Section 3, Scope of Work/Specifications.

B. "*Purchase Order*" means the purchase order commitment for Vehicles and Services made by the City through a Purchase Order and subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. "*Agreement Documents*" are the City Solicitation RFP No.096-21-KM, its associated Scope of Work/Specifications and any associated addenda; the Vendor's Solicitation Response dated September 22, 2021, including any associated addenda and pricing sheets; and the Purchase Orders arising from this Agreement, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

2. ORDERS.

A. City Solicitation RFP No. 096-21-KM sought multiple vendors for Vehicles and Services. Although the City plans to order needed Vehicles and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. This Agreement is non-inclusive. The City reserves the right to order or purchase from other vendors, manufacturers, dealers, and other local, state, or national government agencies and/or associations when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor.

B. Upon receipt of the completed quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Vehicles and Services through a City Purchase Order. The Vendor's quote **MUST** be dated and reference the Agreement Number.

C. Any future Vehicles or Services not currently available or offered can be added as they become available.

3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Purchaser(s) **MUST** contact the City's procurement office to request utilization prior to purchasing under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of \$100.00 per vehicle sold. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to kathy.crum@talgov.com. The subject line of the email should **reference Reporting Administrative Fee - Agreement No. 5179** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees received by Vendor prior to the end of the any fiscal quarter no later than ten (10) calendar days after the end of the fiscal quarter in which the payment was received to the following address:

Fleet Management Admin
Attn: Kathy Crum
400 Dupree Street
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5179** referenced on the check.

For questions, please contact:

Kathy Crum - Fleet Management Contract Manager
(850) 891-5229

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

4. **PRICES AND PAYMENT.**

A. Prices. The City agrees to pay the Vendor for Vehicles and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's pricing shall be updated accordingly based on pricing for the current year. Any and all future pricing **MUST** be approved by the Fleet Management Director.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Vehicles and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid

amount shall bear interest from thirty (30) days after the due date at the rate of 1% per month on the unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to:

invoices@talgov.com with a copy to fleetadmin@talgov.com or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a “copy” submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

- a. The invoice must be in compliance with the terms of this Agreement;
- b. The invoice must be an original invoice;
- c. The invoice must not be under dispute;
- d. The invoice must include the authorizing City Purchase Order and/or Agreement number;
- e. The invoice must be dated;
- f. The invoice must include the number of the invoice to facilitate identification;
- g. The invoice must include the name and address of the Vendor; and provide the remittance address for payment, if different;
- h. The invoice must include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, unit price, and extended price of the item;
- i. The invoice must include the terms of any prompt payment discount offered; and
- j. The invoice must include Vendor' Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

5. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Vehicles or Services to determine whether such Vehicles or Services meet all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Vehicles or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Vehicles or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Vehicles or Services in the time frame listed on the quote, the Vendor and City agree to discuss, and confirm in writing, a mutually acceptable time frame. In the event delivery of the Vehicles or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Vehicles or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Vehicles or Services FOB to:

City of Tallahassee- Fleet Management
400 Dupree Street
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;

- g. A copy of applicable equipment specifications; and
- h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

6. WARRANTY.

The warranty becomes effective when the Vehicles or Services are put into use by the City or at a maximum of thirty (30) days after delivery, whichever occurs first.

7. TERM.

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

8. TERMINATION.

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date

upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for actual damages suffered from the default resulting in termination of the Agreement.

9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.

A. The City may apply financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy performance deficiencies within thirty (30) days of being provided notice of such deficiency by the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the retained funds will be forfeited.

B. The Vendor shall not be charged retained funds when the non-performance is a result of delay in delivery or performance arising out causes beyond the control and without fault or negligence of the Vendor due to manufacturer delays. To substantiate a delay in manufacturer product delivery, the Vendor is required to submit written proof of delay to the City in the form of a letter or email sent from the manufacturer to the Vendor. The City agrees that no retained funds will be withheld from the Vendor after written proof of the manufacturer's product delivery delay is provided to the City and, if necessary, regularly updated if the delay continues past any date which may be included in the written communication from the manufacturer.

10. LIQUIDATED DAMAGES.

A. If the Vendor fails to provide the Vehicles or Services within the time specified in this Agreement, any applicable Purchase Order, or any negotiated extension, the Vendor shall pay the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1,500.00 per month, to the City

as fixed and liquidated damages. In the event the City is penalized monetarily by federal, state, or local entities as a result of the Vendor delay, error, and/or poor performance issues, the Vendor may be required to reimburse the City the full amount of the assessed penalty.

B. Alternatively, if delivery or performance is delayed, the City may terminate this Agreement in whole or in part, under the Termination provision in this Agreement. In the event of termination for delivery or performance delay, the Vendor may be liable for (i) reimbursement to the City for costs spent to procure the Vehicles or Services from another vendor or (ii) for payment of liquidated damages as provided in above until such time as the City may reasonably obtain delivery or performance of similar Vehicles or Services.

C. The Vendor shall not be charged with liquidated damages, including if the City is penalized by federal, state or local entities, when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Vendor caused by delay in manufacturer product delivery.

11. INDEMNIFICATION. The Vendor shall hold harmless and indemnify the City and its officials, officers, and employees from all claims, damages, losses, expenses, suits or actions against all third-party claims, losses, expenses, suits, or actions against the City, including, without limitation, costs of defending the action and attorney's fees, to the extent the claims arise out of or result from the performance and furnishing of the work, services, materials, goods, or equipment under the Agreement (including, but not limited to, claims regarding defects in materials, goods, equipment, and patent infringement) and such claim is caused in whole, or in part, by any breach of contract, act, or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable. In any and all claims against the City, or any of its agents or employees by any employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its subcontractors under any Workers' Compensation Act, Disability Act, or other Employee Benefit Act.

12. AVAILABILITY OF FUNDS. City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

13. NOTIFICATION OF INSOLVENCY. In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

14. CHOICE OF LAW AND VENUE. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, concerning, or relating to this Agreement between the Parties shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

15. REMEDIES. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further

exercise thereof.

16. NO WAIVER; SEVERABILITY; SECTION HEADINGS. No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

17. RELATIONSHIP BETWEEN THE PARTIES. The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

18. NOTICES. All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director
400 Dupree Street
Tallahassee, FL 32304
with a copy via email to:
Jeffery.Shepard@talgov.com

For the Vendor:

Attn: Chris Wilson
3003 US Hwy 27 South
Sebring, FL 33870
with a copy via to:
Chris.Wilson@AlanJay.com

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

19. ASSIGNMENT. Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

20. PUBLIC RECORDS. The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, Florida 32301

21. SUBCONTRACTORS. Subcontractors are not allowed under this Agreement.

22. FORCE MAJEURE. Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and

which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

23. INSURANCE COVERAGE. Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. \$1,000,000 limit per occurrence for property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

- * Premise/Operations;
- * Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
- * Products/Completed Operations;
- * Contractual;
- * Independent Contractors;
- * Broad Form Property Damage; and
- * Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. \$1,000,000 limit per accident for property damage and personal injury, including coverage for:

- * Owned/Leased Autos;
- * Non-owned Autos; and
- * Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

- * The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not contain special limitations on the scope of protection afforded the City Insureds.
- * The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- * Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- * Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. Garage Liability Coverage. A minimum of \$1,000,000.00 limit per occurrence.

G. Garage Keepers Coverage. A minimum of \$500,000 per accident.

H. All Coverage.

- * Each insurance policy shall name the City as an additional insured.
- * Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
- * If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of the Agreement. The City, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
- * Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

I. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

J. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

K. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

24. SOVEREIGN IMMUNITY. Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties, whether digital or encrypted, have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

26. ORDER OF PRECEDENCE. In the event of any inconsistency between any provisions of this Agreement and the Agreement Documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement, and any written attachments and future written Amendments or Purchase Orders.
- B. Purchase Orders arising from this Agreement, including any associated quote and build sheets.
- C. City Solicitation RFP No.069-21-KM, including all addenda.
- D. Vendor's Response to the City's Solicitation.

27. E-VERIFY. The Contractor, and its subcontractors, must register with and utilize, the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of this contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the termination date and will be liable for any additional costs incurred by the City as a result of the termination.

28. ENTIRE AGREEMENT. This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF TALLAHASSEE

By: 
Reese Goad, City Manager

Approved by the Department

By: 
Jeff Shepard, Fleet Management Director

Attest:

By: 
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: 
Cassandra K. Jackson, City Attorney

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

By: 
Print Name: Chris Wilson
Title: Fleet Sales Manager





**CITY OF
TALLAHASSEE**

Legal Routing Memo

Date: 1/4/2022

To: City Attorney's Office

From: Administration & Professional

Subject: Legal Review of

☒ CONTRACT NO. 5179

☐ AMENDMENT NO.

☐ MEMORANDUM OF UNDERSTANDING OR AGREEMENT

☐ OTHER

This document relates to Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: *Antwan Pennywell*

Department Signature: *Kathy Crum, Contract Manager - Fleet Management*

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/4/2022

Legal review performed by: Kellie Scott

Approved for execution: ☒ yes ☐ no



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Wayne Maddox, Police

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval to purchase an investigative 3D Laser Scanning System in the amount of \$65,490.60 for the Police Department, and approval of a Software User License Agreement with Trimble Inc. for related software support services.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

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

Staff requests approval to acquire an updated 3D Laser Scanning System for \$65,490.60 to be used in mapping crime scenes and major traffic accidents by the Police Department. The Police Department's current laser scanning system is now over a decade old and has become antiquated. After a thorough evaluation of all qualifications, Staff recommends awarding the contract to the lowest responsive bidder, Duncan-Parnell, Inc. A bid tabulation form is attached for Council's review.

The purchase price includes a software license for one year from Trimble Inc. as amended by the City's standard software addendum.

[Res 24-80.3D Scanning System.pdf](#)
[Ex. A. Duncan Parnell Bid Proposal Form.PDF](#)
[Ex. B Trimble Forensics Reveal Subscription EULA.pdf](#)
[Ex. B. trimble_protected-terms-and-conditions.pdf](#)
[Ex. B Software Agreement Addendum.pdf](#)
[PCB24-14 Bid Tab.pdf](#)

RESOLUTION NO. 24-80

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE INVESTIGATIVE 3D LASER SCANNING SYSTEM FOR THE POLICE DEPARTMENT FROM DUNCAN PARNELL, INC. IN THE AMOUNT OF \$65,490.60, AND APPROVING AN AGREEMENT WITH TRIMBLE INC. FOR RELATED SOFTWARE SUPPORT SERVICES.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to purchase on behalf of the City one Investigative 3D Laser Scanning System for the Police Department in the amount of Sixty-Five Thousand Four Hundred Ninety Dollars and Sixty Cents (\$65,490.60) from Duncan-Parnell, Inc., in substantially the form of the proposal **attached** as Exhibit A and presented to the Council today, and to execute a Software User License Agreement for related software support services with Trimble Inc., in substantially the form **attached** as Exhibit B and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED, AND ADOPTED in regular session this ____ day of January 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

PCB24-14 ITB 3D LASER SCANNING SYSTEM

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: November 3rd, 2023.

PCB24-14 ITB 3D LASER SCANNING SYSTEM

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

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 the purchase of one 3D Laser Scanning System as specified in **PCB24-14 ITB 3D LASER SCANNING SYSTEM** bid specifications.

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

<u>Item No.</u>	<u>Description</u>	<u>Total Bid Amount</u>
1	3D Laser Scanning System to include software license and training	\$ <u>65,490.60</u>
	Delivery Time	<u>4</u> Weeks

Additional Optional Items:

Extended Warranty – Up to Five Years	\$ <u>8,400</u>
Additional Software Licenses (Each)	\$ <u>475</u>
Extra Batteries (Each)	\$ <u>355 (Scanner)/ \$405 (Tablet)</u>

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. All prices are to be quoted FOB DESTINATION – FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB: Panama City Beach Police Department, 17115 Panama City Beach Parkway, Panama City Beach, FL 32413
3. The City reserves the right to reject any and all bids received.
4. The Terms and Conditions Section of this solicitation are hereby incorporated into this Bid Proposal. In the event of a conflict between those Terms and Conditions and this Bid Proposal, the more specific requirements of this Bid Proposal shall control.

PCB24-14 ITB 3D LASER SCANNING SYSTEM

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:

Duncan-Parnell
Name of Business

900 S McDowell St, Charlotte, NC 28204
Address

daniel.detwiler@duncan-parnell.com
Email Address


Signature of Authorized Representative

11/03/2023
Date

Daniel Detwiler
Name of Bidder

(689) 312-0330
Phone Number

[END OF BID PROPOSAL FORM]

PCB24-14 ITB 3D LASER SCANNING SYSTEM

NOTICE OF AWARD

TO: _____

PRODUCT DESCRIPTION:

PCB24-14 ITB – 3D LASER SCANNING SYSTEM

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product in response to its Advertisement for Bids dated _____, 20____, and associated Information for Bidders.

You are hereby notified that your bid proposal has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute this Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of the City's acceptance of your BID abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance, within the above noted ten (10) calendar day period.

Dated this _____ day of _____, 20 _____.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB24-14 ITB 3D LASER SCANNING SYSTEM

CITY OF PANAMA CITY BEACH
Owner

By _____

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20____.

Name _____

Title _____

[END OF NOTICE OF AWARD]

TRIMBLE
SOFTWARE END USER LICENSE AGREEMENT
(Trimble Forensics Reveal)

Version 1.0

This Software End User License Agreement (this "**Agreement**") is entered into between Trimble Inc. or the Trimble affiliate identified on the applicable Order Form ("**Trimble**") and you ("**Customer**" or "**you**"), the individual or entity that has downloaded or otherwise procured the Software (as defined below). This Agreement is effective on the earlier to occur of the date you first executed an Order Form, downloaded the Software or clicked to agree to this Agreement ("**Effective Date**"). This Agreement includes any Order Forms or exhibits which reference this Agreement and any applicable Product-Specific Terms.

Entry into this Agreement. If the individual entering into this Agreement is an employee or agent of Customer, then such individual must be authorized to, and by agreeing to the terms of this Agreement hereby does, bind Customer to this Agreement. The licenses granted under this Agreement are expressly conditioned upon acceptance by such authorized personnel.

Purchase from Reseller. If you obtained the Software through an authorized dealer, distributor or reseller of Trimble ("**Reseller**"), your use of the Software is governed by the terms of this Agreement as modified by Section 13 (Purchase from Reseller) below.

Order of Precedence. In the event of a conflict, the terms will control in the following order: (1) the applicable Order Form; (2) the Product-Specific Terms; and (3) this Software End User License Agreement.

Modifications to this Agreement. Trimble may modify this Agreement (which may include changes to Software pricing and plans) from time to time by giving notice to Customer by email or through the Software. Unless a shorter period is specified by Trimble (e.g. due to changes in the law or exigent circumstances), the modifications become effective thirty (30) days after such notice. If within the notice period Customer notifies Trimble in writing of its objection to the modifications, Trimble (at its option and as Customer's exclusive remedy) will either: (a) permit Customer to continue under the existing version of this Agreement until expiration of the then-current License Term (after which time the modified Agreement will go into effect) or (b) allow Customer to terminate this Agreement and receive a refund of any pre-paid Software fees allocable to the terminated portion of the applicable License Term. Customer may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Software, and, in any event, continued use of the Software after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR BY INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ACCESS OR USE THE SOFTWARE. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

Notwithstanding anything to the contrary herein, if you executed a separate signed agreement with Trimble which expressly governs use of the Software, the terms of that agreement shall supersede the terms of this Agreement and you shall have no rights to use the Software under this Agreement either during or after the terms of such other written agreement.

1. Definitions.

"**Documentation**" means the technical specification documentation generally made available by Trimble to its customers with regard to the Software.

"**Feedback**" means comments, questions, suggestions or other feedback relating to any Trimble product or service.

"**License Keys**" means electronic passwords or other enabling mechanisms provided for use with the Software.

"**License Term**" means the license term specified on the applicable Order Form.

"**Order Form**" means any ordering documents, online registration, order descriptions or order confirmations provided to you by Trimble that reference this Agreement.

"Product-Specific Terms" means any additional product-specific terms and conditions which govern your use of a specific Trimble Software product. Product-Specific Terms may be attached to this Agreement or referenced in the applicable Order Form.

"Professional Services" means professional consulting services (which may include training services).

"Scope of Use" means any user, seat, computer, field of use, location or other restrictions set forth in the applicable Order Form or Product-Specific Terms.

"Software" means the Trimble software product(s) provided in connection with this Agreement that are specified in the applicable Order Form. "Software" shall also include any Documentation and any maintenance releases of the same Software product provided by Trimble (or a Reseller) to you under this Agreement.

2. License.

2.1. Grant of License. Subject to all of the terms and conditions of this Agreement, Trimble grants you a non-transferable, non-sublicensable, non-exclusive license during the License Term to use the Software in object code form on any computer or device and operating system for which it was intended, but solely: (a) for your own internal business purposes; (b) in accordance with this Agreement and the Documentation; and (c) in accordance with the applicable Scope of Use and any Product-Specific Terms. Unless otherwise specified in the applicable Order Form, the License Term begins on your license purchase date.

2.2. Installation and Copies. You may copy and install on your computers for use only by your employees and Contractors (as defined below) as many copies of the Software as is designated in the applicable Order Form.

2.3. Contractors. Unless otherwise specified in the Product-Specific Terms or Order Form, subject to the terms and conditions of this Agreement, you may permit third-party contractors performing services for your benefit ("**Contractors**") to use the Software provided that (a) such use is only for your benefit, (b) you agree to remain responsible for each such Contractor's compliance with the terms and conditions of this Agreement and (c) upon request you will identify each such Contractor. Use of the Software by your Contractors in the aggregate must be within the Scope of Use.

2.4. Delivery. Trimble shall electronically deliver the Software, Documentation and any applicable License Keys (unless another delivery method is specified in the applicable Order Form). Delivery is deemed to occur on the date on which the Software and License Keys, if any, are first made available to you.

2.5. Subscription Term and Auto-Renewal. For any Software licensed on a subscription basis, the License Term is twelve (12) months and will automatically renew for subsequent twelve (12)-month periods at Trimble's then-current price unless either party provides the other with notice of cancellation at least thirty (30) days prior to expiration of the then-current License Term.

2.6. License Restrictions. As conditions on the license granted to you, you shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever, or attempt to circumvent or disable any License Key or other mechanism that protects the Software against unauthorized use (in each case except and only to the extent expressly permitted by applicable law, and then only with prior written notice to Trimble); (b) distribute, sell, sublicense, rent, or lease the Software, or use the Software (or any portion thereof) for time sharing, hosting, service provider, or like purposes; (c) remove any product identification, proprietary, copyright, or other notices contained in the Software; (d) modify or translate any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into any other software, except to the extent expressly authorized in writing by Trimble; (e) publicly disseminate information regarding the performance of the Software; (f) use or attempt to use the Software for competitive analysis or benchmarking; or (g) unless expressly permitted in the Scope of Use, use or host the Software in a virtual server environment.

2.7. Free Offerings. Trimble may provide you with free access to a version of the Software (a "**Free Offering**").

2.7.1. General. Free Offerings may not include all functionality and features accessible as part of paid versions of the Software. Either party may terminate the applicable License Term for a Free Offering, for any reason or no reason, immediately upon written notice to the other party. You acknowledge that all Free

Offerings are provided "AS IS" and may not be functional on any machine or in any environment. TRIMBLE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES RELATING TO FREE OFFERINGS, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIMBLE WILL HAVE NO WARRANTY, SUPPORT OR OTHER OBLIGATIONS WITH RESPECT TO FREE OFFERINGS UNLESS OTHERWISE SPECIFIED IN THE APPLICABLE ORDER FORM.

2.7.2. **Beta Releases.** Free Offerings designated as "pre-" or "beta" releases of the Software ("**Beta Releases**") may be inoperable, incomplete, or contain more errors and bugs than generally available Software. Trimble makes no promises that any Beta Releases will ever be made generally available. All information regarding the characteristics, features or performance of beta software constitutes Trimble Confidential Information. ANY USE OF A BETA RELEASE IS AT YOUR SOLE DISCRETION AND RISK.

2.7.3. **Evaluation Software.** Free Offerings designated as "for evaluation" ("**Evaluation Software**") may be used solely to determine whether to purchase a paid license for the Software and for no other purpose, including without limitation for competitive analysis. The License Term for Evaluation Software is thirty (30) days (unless otherwise specified on the applicable Order Form). Unless you pay the applicable license fee for the Software, the Evaluation Software may become inoperable and, in any event, your license to the Evaluation Software automatically expires at the end of the Evaluation Software License Term. If you purchase a license, this Agreement will apply to such purchase and your use of the Software.

2.8. **Educational Versions.** Notwithstanding anything to the contrary in this Agreement, for any version of the Software designated as "educational," you may install one (1) copy of the Software on one (1) computer and use the Software solely for educational purposes. For clarity, educational versions may not be used for any for-profit purpose, including professional work or training offered for a fee or by commercial entities.

3. Software Activation and Metering; Consent to Use of Data.

3.1. **Software Activation and Metering.** The Software may gather and transmit to Trimble license compliance and related usage data. You will not disable, modify or interfere with the operation of any such functionality of the Software. Trimble (and any third-party service providers that Trimble uses to monitor and ensure compliance) may use the foregoing information to validate the authenticity of your license to the Software, to register your Software, for license metering and to protect Trimble against unlicensed or illegal use of the Software.

3.2. **Consent to Use of Data.** Trimble may, directly or through third parties (including a Reseller), collect and use technical information, information about you, and/or data that you provide in relation to your use of the Software or receipt of support and maintenance for the Software. Trimble may use such data to provide, maintain, support and improve the Software and Trimble's other products and services (including requesting your Feedback, providing critical updates to you and providing notifications to you regarding Beta Releases) and for any other business purpose. Trimble will not disclose such information externally unless it has been (a) de-identified so that it does not individually identify you or any other person or entity and (b) aggregated with similar information across other Trimble customers. You acknowledge that, to the extent permitted by law, Trimble assumes no responsibility for storage of such data or information.

4. Ownership.

4.1. **By Trimble.** Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Trimble and/or its suppliers, as applicable, have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Documentation, Professional Services deliverables and any and all related and underlying technology and documentation, and any copies, modifications and derivative works thereof, including as may incorporate Feedback. You acknowledge that you are obtaining only a limited license right to the Software and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

4.2. **Feedback.** Trimble may freely use or exploit any Feedback you choose to submit in connection with any of its products or services without any obligation or restriction based on intellectual property rights or otherwise.

5. Payment. You shall pay all fees associated with the Software licensed and any Professional Services purchased hereunder as set forth in the applicable Order Form. All payments shall be made in the currency in which they are invoiced within thirty (30) days of your receipt of the applicable invoice, unless otherwise specified in writing by Trimble. Except as expressly set forth in this Agreement, all fees are non-refundable once paid. You shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of the Trimble). Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

6. Term of Agreement.

6.1. Term and Termination. This Agreement is effective as of the Effective Date and expires when all License Terms hereunder have expired or been terminated. Either party may terminate this Agreement (including all related License Terms and Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.2. Effect of Termination. Upon any expiration or termination of this Agreement or the applicable License Term or Order Form, your license to the applicable Software terminates and you shall cease any and all use of the applicable Software, destroy all copies thereof and so certify to Trimble in writing. Upon any expiration or termination of this Agreement, you will return or destroy (and certify destruction of) any Trimble Confidential Information.

6.3. Survival. Sections 2.6 (License Restrictions), 4 (Ownership), 5 (Payment), 6.2 (Effect of Termination), 6.3 (Survival), 7.3 (Disclaimer of Warranties), 7.4 (Disclaimer for High Risk Activities), 10 (Limitation of Remedies and Damages), 11 (Confidential Information), 12 (Compliance), 13 (Purchase from Reseller) and 14 (General) shall survive any termination or expiration of this Agreement.

7. Limited Warranty and Disclaimers.

7.1. Limited Warranty. Unless otherwise specified in the Product-Specific Terms, Trimble warrants to you that the Software shall operate in substantial conformity with the Documentation (a) during the License Term for Software licensed on a subscription basis, or (b) for all other Software, for a period of ninety (90) days from the Effective Date (in each case, the "**Warranty Period**"). Trimble's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Trimble's sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if Trimble determines such remedy to be impracticable within a reasonable period of time, either party may terminate the applicable Order Form (and any associated License Terms) and you will receive as your sole remedy a refund of (i) any fees you have pre-paid for the Software for the terminated portion of the applicable License Term for any Software licensed on a subscription basis, or (ii) for all other Software, the license fee paid for the Software. Trimble shall have no obligation with respect to a warranty claim unless notified of such claim within (1) thirty (30) days after the date on which you first noticed the non-conformity and (2) the Warranty Period.

7.2. Exclusions. The above warranty shall not apply: (a) if the Software is used with hardware or software not specified in the Documentation; (b) if any modifications are made to the Software by you or any third party; (c) to defects in the Software due to accident, abuse or improper use by you; or (d) to Free Offerings.

7.3. Disclaimer of Warranties. THIS SECTION 7 CONTAINS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND ALL PROFESSIONAL SERVICES ARE PROVIDED "AS IS." NEITHER TRIMBLE NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. TRIMBLE DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY SECURITY MECHANISMS IMPLEMENTED BY THE SOFTWARE WILL NOT HAVE INHERENT LIMITATIONS. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

7.4. Disclaimer for High Risk Activities. THE SOFTWARE IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN LIFE SUPPORT, MEDICAL, EMERGENCY, MISSION CRITICAL, CONTROL OR GUIDANCE OF VEHICLES, DRONES OR OTHER UNMANNED MACHINES, OR OTHER STRICT LIABILITY OR HAZARDOUS ACTIVITIES, OR IN ANY OTHER SYSTEM WHOSE FAILURE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE (COLLECTIVELY, "**HIGH RISK ACTIVITIES**"). TRIMBLE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. YOU REPRESENT AND WARRANT THAT YOU WILL NOT USE THE SOFTWARE (OR PERMIT IT TO BE USED) FOR HIGH RISK ACTIVITIES, AND AGREE THAT TRIMBLE WILL HAVE NO LIABILITY FOR USE OF THE SOFTWARE IN HIGH RISK ACTIVITIES. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS TRIMBLE FOR ANY DAMAGES, LIABILITIES OR OTHER LOSSES RESULTING FROM SUCH USE.

8. **Support & Maintenance.** Trimble shall provide the support and maintenance services specified in the applicable Order Form and/or the Product-Specific Terms during such period as you have paid the applicable fee. Unless (1) Trimble and you have entered into a separate written agreement for support and maintenance services or (2) different terms and conditions are set forth in the Product-Specific Terms, all such services shall be provided pursuant to Trimble's then-current Software Support and Maintenance Terms which are available at <https://www.trimble.com/support/SoftwareSSMTerms> or a successor URL.

9. **Professional Services.** Trimble shall provide the number of person-days, if any, of Professional Services purchased in the applicable Order Form and any applicable statement of work. Unless Trimble and you have entered into a separate written agreement for Professional Services, all Professional Services shall be provided pursuant to Trimble's then-current Professional Services terms which are available at <https://www.trimble.com/legal/tandcfor services> or a successor URL (the "**Professional Services Terms**"). Unless otherwise specified in the Professional Services Terms or such separate written agreement, you shall have a license right to use anything delivered as part of the Professional Services subject to the terms of your license to use the Software, but Trimble shall retain all right, title and interest in and to any such work product, code or Software and any derivative, enhancement or modification thereof created by Trimble (or its agents).

10. **Limitation of Remedies and Damages.**

10.1. Consequential Damages Waiver. NEITHER TRIMBLE NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2. Liability Cap. TRIMBLE'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID BY YOU TO TRIMBLE DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT.

10.3. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 10 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. **Confidential Information.** Any Software, Documentation or other code or technical information provided by Trimble (or its agents) shall be deemed "**Trimble Confidential Information**" without any marking or further designation. Except as expressly authorized herein, you will hold in confidence and not use or disclose any Trimble Confidential Information. You acknowledge that disclosure of Trimble Confidential Information would cause substantial harm to Trimble that could not be remedied by the payment of damages alone and therefore that upon any such disclosure by you, Trimble shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

12. **Compliance.**

12.1. Export Control Compliance. You are responsible for complying with all applicable export and import regulations and obtaining all necessary export and import licenses or permits for the direct or indirect export or import of any Software. Without limiting the generality of the foregoing, you hereby acknowledge and agree that the Software and any associated Confidential Information are subject to the U.S. Export Administration Regulations and were

exported from the United States, if at all, in accordance with those regulations. In the exercise of its rights, and the performance of its obligations under this Agreement, you shall comply strictly with all U.S. export control laws and regulations applicable to the Software, and shall not export, re-export, transfer, divert or disclose any such Software, or any direct product thereof, to any destination restricted or prohibited by U.S. export control laws, or to any national or resident thereof. Your obligations under this paragraph will survive the termination of this Agreement for any reason whatsoever. You will defend, indemnify and hold Trimble harmless against any liability (including attorneys' fees) arising out of your failure to comply with the terms of this paragraph. Your failure to comply with any term of this paragraph will constitute a material breach of this Agreement and entitle Trimble to immediately terminate this Agreement in addition to any other remedy available at law or equity.

12.2. Anti-Corruption Compliance. You acknowledge Trimble's commitment to strict compliance with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). You, and any third party acting on your behalf, shall comply with all applicable Anti-Corruption Laws. You, and any third party acting on your behalf, shall not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for you or Trimble. You, and any third party acting on your behalf, also shall not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any act of you, any third party acting on your behalf, or Trimble. You represent and warrant that neither you nor any of your officers, directors or employees is a government official, and that you will not retain any government official in connection with the performance of your activities pursuant to this Agreement.

12.3. Compliance with Laws. You are responsible for complying with all applicable laws, regulations and codes of practice in your use of the Software and any results derived from the Software.

13. **Purchase from Reseller.** If you obtained the Software through a Reseller, the following terms are applicable and shall prevail in event of any conflict with any other provisions of this Agreement:

- a) The terms of this Agreement constitute the only terms applicable to the license of the Software to you and no terms between you and the Reseller shall apply to your use of the Software.
- b) Instead of paying Trimble, you will pay the applicable amounts to the Reseller, as agreed between you and the Reseller. If the Reseller fails to pay Trimble the applicable fees for your use of the Software, Trimble reserves the right to terminate the applicable License Term for such Software and all related rights granted hereunder. Unless otherwise specified by Trimble, you may purchase renewal License Terms for Software licensed on a subscription basis under this Agreement directly from Trimble pursuant to an Order Form.
- c) Your order details (e.g., the Software you are licensing, the License Term, and the Scope of Use) will be as stated in the order placed with Trimble by the Reseller, and the Reseller is responsible for the accuracy of any such order as communicated to Trimble. The Reseller is solely responsible for delivering to you the Software, Documentation and any License Keys (if applicable), and Trimble has no liability for the Reseller's failure to deliver such materials.
- d) The Reseller may fulfill Trimble's warranty obligations under Section 7.1 (Limited Warranty) on behalf of Trimble. Notwithstanding the foregoing, the Reseller has no authority to make any statements, representations, warranties or commitments on Trimble's behalf and any such statements, representations, warranties or commitments are null and void. If the Reseller agrees to provide front-line support and maintenance services or Professional Services to you, Trimble has no responsibility for such Reseller-provided support and maintenance services or Professional Services.
- e) In the event you are entitled to a refund under this Agreement, you must request such refund through the Reseller. Any request sent directly to Trimble may be redirected to the Reseller. Trimble will refund any applicable fees to the Reseller and the Reseller shall be solely responsible for refunding such fees to you. Trimble shall have no further liability to you in the event the Reseller fails to refund such fees to you.
- f) Unless otherwise specified in the applicable Order Form or the Product-Specific Terms: (1) If you obtained the Software inside the United States, then "Trimble" for purposes of this Agreement is Trimble Inc., and if you obtained the Software outside the United States, then "Trimble" for purposes of this Agreement is Trimble

Europe B.V.; and (2) the governing law, jurisdiction and venue for purposes of this Agreement are as specified in Section 14.3 (Governing Law; Jurisdiction and Venue).

14. General.

14.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Trimble may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Trimble's assets or voting securities related to the subject matter of this Agreement. You may not assign or transfer this Agreement, in whole or in part, without Trimble's written consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

14.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

14.3. Governing Law; Jurisdiction and Venue.

14.3.1. If you obtained the Software inside the United States, this Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. In such case the jurisdiction and venue for actions related to the subject matter hereof are the State of California and United States federal courts located in Santa Clara County, California, and both parties hereby submit to the personal jurisdiction of such courts.

14.3.2. If you obtained the Software outside the United States, this Agreement is governed by the laws of The Netherlands, excluding its rules governing conflicts of laws and without regard to the United Nations Convention on the International Sale of Goods. In such case the jurisdiction and venue for actions related to the subject matter hereof are the courts of Amsterdam, The Netherlands and both parties hereby submit to the personal jurisdiction of such courts.

14.4. Notices and Reports. Any notice or report hereunder shall be in writing. If to Trimble, such notice or report shall be sent to Trimble at the following address: Trimble Inc., Attn: General Counsel - Important Notice, 935 Stewart Drive, Sunnyvale, CA 94085 USA. If to you, such notice or report shall be sent to the address you provided upon placing your order. Notices and reports shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service.

14.5. Amendments; Waivers. Except as otherwise provided herein, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by you will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

14.6. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

14.7. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

14.8. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the Effective Date and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license or changes in law or regulations by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure event at reasonable cost.

14.9. Audit. Upon Trimble's written request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement (including any restrictions in the applicable Order Form). In addition to the license compliance monitoring rights in Section 3.1 (Software Activation and Metering), Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit your records and use of the Software to confirm your compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with your business activities. You are responsible for such audit costs only in the event the audit reveals that your use is not in accordance with the licensed scope of use and for unpaid license fees.

14.10. Publicity/Press Releases. Trimble may identify you as a customer of Trimble and, with your consent (which may not be unreasonably withheld, conditioned or delayed), Trimble may issue a press release describing the parties' relationship under this Agreement. In connection with these activities, Trimble may use your trademarks and service marks, in accordance with any brand usage guidelines you provide us. You shall not issue or make any press releases, publications or public references regarding your relationship with Trimble unless you first inform Trimble of such proposed publicity, submit all proposed publicity materials to Trimble for review and obtain Trimble's prior consent in writing, in each particular instance. Subject to the foregoing, nothing herein shall grant either party any right, title or interest in the other party's trademarks or service marks.

14.11. Government End-Users. The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

14.12. Subcontractors. Trimble may use the services of subcontractors and permit them to exercise the rights granted to Trimble in furtherance of Trimble's performance under this Agreement, provided that Trimble remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) the overall performance of Trimble as required under this Agreement.

14.13. Open Source Software. The Software may contain or be provided with open source software. Open source software may be identified in the Documentation, or Trimble shall provide a list of the open source software for a particular version of the Software to you upon written request. To the extent required by the license that accompanies the open source software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such open source software itself, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

14.14. Third-Party Materials. The Software may include third-party data, content or proprietary software (collectively, "**Third-Party Materials**"). To the extent specified by Trimble (including in any Product-Specific Terms), use of the Third-Party Materials may be subject to additional terms or restrictions ("**Third-Party Terms**"). You are solely responsible for your compliance with any Third-Party Terms and failure to comply with such terms may result in termination of your right to access any elements of the Software which utilize such Third-Party Materials. If no Third-Party Terms are specified, you may use Third-Party Materials solely in support of your authorized use of the Software as set forth herein. NEITHER TRIMBLE NOR ITS SUPPLIERS OFFER ANY WARRANTY IN CONNECTION WITH ANY THIRD-PARTY MATERIALS AND NEITHER TRIMBLE NOR ITS SUPPLIERS WILL BE LIABLE TO YOU FOR SUCH THIRD-PARTY MATERIALS.

Exhibit A **Product-Specific Terms** **(Trimble Forensics Reveal)**

1. **Trimble Forensics Reveal Overview**. The Software is designed to enable you to create, store and share mathematical, 2D and 3D models of crime or accident scenes ("**Models**") and reports based on such Models ("**Reports**").

2. Integrations.

- 2.1. Trimble ID. Use of the Software may require a Trimble ID, a universal login for Trimble products and services. You can visit [this site](#) to create a Trimble ID.
- 2.2. 3D Warehouse. You may use Trimble's 3D Warehouse to download models. All use of the 3D Warehouse is subject to the 3D Warehouse Terms of Use, available at <https://3dwarehouse.sketchup.com/tos.html> or a successor URL.
- 2.3. Separately purchased hardware (e.g., "Data Collection Device"). You may separately purchase the Data Collection Devices identified in the Documentation as compatible with the Software to use with the Software for survey fieldwork, mapping, and GIS data collection. You are responsible for verifying that your Data Collection Device is compatible with the Software.
- 2.4. Applicable Terms. For the avoidance of doubt, your use of Trimble ID, 3D Warehouse, any Data Collection Devices and any other products or features that are not part of the Software are governed by those products or features' respective terms of service and not by this Agreement.

3. **Administrators**. You may grant certain Authorized Users administrative privileges, which may include authority to provision new Authorized User accounts, create new Models and Reports and determine access permissions for Authorized Users with respect to your Models and Reports, as further described in the Documentation ("**Administrators**"). You are fully responsible for your choice of Administrators and any actions they take.

4. **Additional Warranties and Disclaimers**. THE SOFTWARE IS AN ESTIMATION TOOL ONLY AND IS NOT A SUBSTITUTE FOR ACTUAL PHOTOGRAPHS OR VIDEO. ANY USE BY YOU OF THE SOFTWARE OR ANY MODELS OR REPORTS CREATED, SHARED OR VIEWED USING THE SOFTWARE IS SOLELY AT YOUR OWN RISK AND YOU AGREE THAT TRIMBLE WILL HAVE NO LIABILITY FOR SUCH USE. TRIMBLE MAKES NO WARRANTY WITH RESPECT TO ANY MODELS OR REPORTS YOU CREATE, SHARE OR VIEW WITH THE SOFTWARE, INCLUDING THAT THEY WILL BE ACCURATE. YOU ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF THE SOFTWARE. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SOFTWARE AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS.

THE RESULTS OBTAINED THROUGH USE OF THE SOFTWARE MAY BE AFFECTED BY COMPATIBILITY OF YOUR DATA COLLECTION DEVICE WITH THE SOFTWARE, THE PLACEMENT, CONFIGURATION AND OPERATION OF YOUR DATA COLLECTION DEVICE, WEATHER OR OTHER ENVIRONMENTAL CONDITIONS, COLOR OR COMPOSITION OF MATERIALS BEING SCANNED, OR OTHER FACTORS OUTSIDE OF TRIMBLE'S CONTROL AND FOR WHICH TRIMBLE SHALL NOT BE LIABLE. YOU ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF YOUR DATA COLLECTION DEVICE, INCLUDING THE CONFIGURATION AND OPERATION OF YOUR DATA COLLECTION DEVICE IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION.

5. **Third-Party Terms**. Per Section 14.14 (Third-Party Materials) of the Agreement, the Software may utilize or include certain Third-Party Materials. The applicable Third-Party Terms with respect to the Third-Party Materials (including, without limitation, any open source software) are listed at <https://forensics.trimble.com/resource-center/eulas> and are incorporated into the Agreement by reference.

6. **Vehicle Specifications Data**. The Software may include data pertaining to the specifications and characteristics of motor vehicles ("**Vehicle Specs**") to enable you to create Models and Reports. Vehicle Specs constitute Third-Party Materials for all purposes under the Agreement. Vehicle Specs are provided by distributors of the Vehicle Specs or based on standard industry specifications. Trimble makes no guarantee that it will continue to make available or update Vehicle Specs. Upon notice from Trimble, you must cease using Vehicle Specs. Without limiting the provisions of Section 14.14 (Third-Party Materials) of the Agreement, Vehicle Specs are made available "AS IS" and Trimble is not responsible for Vehicle Specs (including as to their accuracy or completeness). As between Trimble and you, you assume all risk and liability regarding any use of the Vehicle Specs with the Software, including any results obtained using the Vehicle Specs.

7. **Personal Information; Data Protection**. If you are an entity, then this Section 7 shall apply.

- a) All applicable laws, rules, and regulations relating to the protection of privacy and data protection are referred to as "**Data Protection Legislation.**" "**Personal Information**" is defined as in the applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (i) provided by you or on your behalf, or (ii) automatically collected through the Software on your behalf. "**Applicable**", in this context, shall mean the Data Protection Legislation applicable to you at your principal place of business or to Trimble at Trimble's principal place of business, and such laws that you notify Trimble in writing of that apply to the parties.
- b) Both parties will comply with all applicable requirements of the Data Protection Legislation. This Section 7(b) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.
- c) The parties acknowledge that: (i) if Trimble processes any Personal Information hereunder, it is on your behalf when performing its obligations under this Agreement, and (ii) the Personal Information may be transferred or stored, and/or accessed from outside of the country where your principal place of business is located in order to provide the Software and Trimble's other obligations under the Agreement.
- d) Without prejudice to the generality of Section 7(b), you will ensure that you have all necessary appropriate consents and notices in place (i) to enable lawful transfer of the personal information to Trimble for the duration and purposes of the Agreement and (ii) to enable Trimble to do so that Trimble may lawfully use, process and transfer the Personal Information in accordance with the Agreement on your behalf.
- e) If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at your request, you and Trimble will execute a mutually agreeable data processing addendum.
- f) If the processing of Personal Information by Trimble is subject to the California Consumer Privacy Act of 2018 (Title 1.81.5, 1798.100 et. seq.) ("**CCPA**"), then in addition, in connection with a verified request by a data subject pursuant to an exercise of rights under CCPA related to Personal Information, you agree and acknowledge that Trimble is your service provider, that you (and not Trimble) will respond to such request, and that if necessary in connection with such verified request, you will utilize the tools and information provided or made generally available by Trimble, such as Trimble's online portals or APIs and standard documentation regarding Trimble's products, software and services. To the extent such tools do not enable you to respond to a verified request, upon your request, Trimble will provide reasonable assistance with respect to Personal information in Trimble's systems that is required for your response to such request. You further agree that a consumer request to delete Personal Information will not require Trimble to delete Personal Information required to provide you with the Software, which includes any of Trimble's service provider(s) acting on Trimble's behalf to provide the Software; provided, however, that such service provider(s) do not have a separate right to sell or use your Personal Information other than as required for Trimble's business purposes.

TRIMBLE PROTECTED PROTECTION PLAN TERMS AND CONDITIONS

1. DEFINITIONS [AS USED HEREIN, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:]

- 1.1. "Environmental Damage" means damage from dust, heat, humidity, and salt air, provided that the Product is being used in accordance with the operator's manual and specifications.
- 1.2. "Fix" or "Fixes" means an error correction or other update created to fix a previous Software version that does not substantially conform to its published specifications.
- 1.3. A "Major Upgrade" means when significant new features are added to Software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a significant new feature and a Major Upgrade.
- 1.4. A "Minor Update" means when enhancements are made to current features in Software.
- 1.5. "Preventive Maintenance" means adjustment and calibration.
- 1.6. "Protection Plan" means the Software protection plan or Hardware protection plans discussed in these terms and conditions, including any combination thereof.
- 1.7. "Protection Plan Certificate" means the document issued by Trimble and provided to the Customer by a Trimble authorized reseller listing those Products and Software for which You have purchased a Protection Plan.
- 1.8. "Products" means those Trimble hardware products (including Spectra-branded hardware products) listed on the Protection Plan Certificate.
- 1.9. "SITECH Dealer" means a Trimble authorized SITECH dealer in the United States of America, Canada or Japan.
- 1.10. "Software" means the computer software listed on the Protection Plan Certificate provided with the Products purchased by You (whether the software is built into hardware circuitry as firmware, embedded in flash memory, or stored on magnetic or other media), or provided as a stand-alone computer software product.
- 1.11. "Technical Support" means assistance provided over email, internet chat, remote diagnostic tools, or telephone by Trimble.
- 1.12. "Trimble" means Trimble Inc. and/or its affiliates.
- 1.13. "Wear and Tear" means damage from repetitive use resulting in equipment that does not function to specification, excluding cosmetic damage that does not affect the functioning of the Product.
- 1.14. "You" means the Purchaser or Company Name as set forth on the Protection Plan Certificate.

2. SOFTWARE PROTECTION PLAN

[APPLICABLE TO SOFTWARE PRODUCTS LISTED IN THE PROTECTION PLAN CERTIFICATE, IF ANY]

- 1.15. Software Protection Plan. During the Protection Plan period, You will be entitled to receive, at no additional charge, such Fixes and Minor Updates to the Software as Trimble may develop for general release, subject to the procedures for delivery to purchasers of Trimble products generally. If You have purchased the Products or this Protection Plan from an authorized Trimble reseller rather than from Trimble directly, Trimble may, in its sole discretion, forward the Fix or Minor Update to the Trimble distributor for final distribution to you. Major Upgrades, new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this Software maintenance process.
- 2.1. Software Protection Plan Exclusions. Trimble will not be obligated to provide maintenance for any Software that
 - (a) has been altered or modified in any way without Trimble's authorization; (b) has problems resulting from interaction with third party software or hardware not supported by Trimble; or (c) has problems caused by misuse, or improper or inadequate, installation, maintenance or storage by You.

3. PRODUCT PROTECTION PLAN

[APPLICABLE TO PRODUCTS LISTED IN PROTECTION PLAN CERTIFICATE, IF ANY. CERTAIN PRODUCTS ARE SUBJECT TO ADDITIONAL COVERAGE

AND/ OR TERMS AND CONDITIONS. PLEASE REFER TO SECTION 8, SPECIAL TERMS AND CONDITIONS, BELOW].

- 3.1. Product Protection Plan. During the Product Protection Plan period specified in the Protection Plan Certificate, Trimble warrants that the Products will perform substantially in accordance with published specifications and be substantially free of defects in material and workmanship. Except as set forth in Section 3.2 below, this Protection Plan covers (a) damage from Wear and Tear; (b) Environmental Damage; and (c) power surge damage due to a surge in Trimble-manufactured power supplies.

Trimble will, at its option, either repair or replace Products that prove to be defective. You will pay all shipping charges for Products returned for warranty repair service. Trimble will pay all shipping charges for the return of Products to You. These are your sole remedies, and Trimble's sole liability, for any breach of this Protection Plan.

- 3.2. Product Protection Plan Exclusions. This Protection Plan only applies in the event and to the extent that (a) the Product is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with Trimble's applicable operator's manual and specifications, and (b) the Product is not modified, misused or abused. This Protection Plan shall not apply to, and Trimble shall not be responsible for, defects or performance problems resulting from (a) the combination or utilization of the Product with hardware or software products, information, data, systems, interfaces, or devices not made, supplied, or specified by Trimble (including any third party guidance or steering control hardware or software); (b) the operation of the Product under any specification other than, or in addition to, Trimble's standard specifications for its products; (c) the unauthorized installation, modification, or use of the Product; (d) damage caused by accident; (e) damage caused by lightning or other electrical discharge or power surge from non-Trimble power supplies (except as provided in Section 8.3 below); (f) fresh or salt water immersion or spray (outside of Product specifications), or exposure to environmental conditions for which the Product is not intended including damage caused by natural disaster or act of nature such as floods, fires, tornadoes, hurricanes, earthquakes or any other environmental act that can't be seen or prevented or other hazard outside of Trimble's control; or (g) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Product.

4. REPAIR/REPLACEMENT POLICY AND PROCEDURES; SOFTWARE SUPPORT

If You have purchased the Software or Products or this Protection Plan from a Trimble distributor and not from Trimble directly, You may either:

- (a) contact your Trimble distributor for repair assistance; or
- (b) return the defective Software and/or Products directly to the appropriate Trimble authorized service provider.

Trimble, or the Trimble authorized service provider, will repair the defective Software or Product and return it to you. Trimble, or the Trimble authorized service provider, reserves the right to use either new, or warranted as new, replacement parts to repair the defective Software or Product. All used parts shall become the property of Trimble.

5. CONSUMERS

Products come with guarantees that cannot be excluded under the Australian Consumer Law. If You purchased the Product in Australia, You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. In addition, You are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure. This Protection Plan is in addition to any mandatory rights and remedies that You may have under the Australian Consumer Law.

6. ADDITIONAL REQUIREMENTS

- 6.1. Your Product must be in good working condition to be eligible to have a Protection Plan attached to it. You must provide an accurate and valid serial number for each Product at the time of purchase of the Protection Plan.
- 6.2. Trimble reserves the right to refuse service or terminate this Protection Plan if You have provided false or misleading information during the purchase of this Protection Plan.
- 6.3. If your coverage under a Protection Plan or factory warranty has expired by 90 days or more, renewal of maintenance coverage under Protection Plan will require additional reinstatement charges.

7. DISCLAIMER OF WARRANTY/ LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL TRIMBLE SOFTWARE, PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BY EITHER TRIMBLE OR ANY OTHER PARTY INVOLVED IN THEIR CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION. THE ABOVE WARRANTIES SHALL NOT APPLY TO, AND TRIMBLE SHALL NOT BE RESPONSIBLE FOR, PERFORMANCE PROBLEMS RESULTING FROM PURCHASER DATA. THE ENTIRE RISK, AS TO THE QUALITY AND PERFORMANCE OF THE TRIMBLE HARDWARE AND SOFTWARE PRODUCTS AND DOCUMENTATION, IS WITH YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

TRIMBLE IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF GPS SATELLITES OR THE AVAILABILITY OF GPS SATELLITE SIGNALS. IN NO EVENT WILL TRIMBLE OR ANY OTHER PARTY INVOLVED IN CREATION, PRODUCTION, INSTALLATION OR DISTRIBUTION OF THE PRODUCTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER ANY CIRCUMSTANCE OR LEGAL THEORY RELATING IN ANY WAY TO THE PRODUCTS, AND ACCOMPANYING DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND REGARDLESS OF THE COURSE OF DEALING WHICH DEVELOPS OR HAS DEVELOPED BETWEEN YOU AND TRIMBLE.

BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ADDITION, IF YOU ARE A CONSUMER, YOU MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE CONSUMER PROTECTION LAWS AGAINST US OR THE ENTITY OR PERSON FROM WHOM YOU ACQUIRED THE PRODUCTS OR THIS PROTECTION PLAN.

8. SPECIAL TERMS AND CONDITIONS

- 8.1. **TOTAL STATIONS AND SCANNERS.** If You purchased a total station or scanner Protection Plan that includes Preventive Maintenance, You will be entitled to one (1) adjustment and calibration service for the Product for each year in which the Protection Plan is purchased. The Preventive Maintenance must be performed during the term of your Protection Plan by a Trimble authorized service provider that is certified to perform such services or a Trimble Regional Service Center.
- 8.2. **SX10 and SX12.** Notwithstanding the provisions of Section 8.1, if your Product is an SX10 or an SX12 and You purchased a Protection Plan that includes preventive maintenance, You will be entitled only to one (1) adjustment and calibration service for the Product for each year in which the Protection Plan is purchased. The preventive maintenance service must be performed by a Trimble authorized service provider that is certified to perform such services or by a Trimble Regional Service Center.
- 8.3. **NETR9 and Alloy.** If your Product is a NETR9 or Alloy Receiver, except as set forth in Section 3.2 above, this Protection Plan covers damage from lightning or other electrical discharge, when used with properly installed surge suppression.
- 8.4. **RAPID REPLACE (AVAILABLE FOR AGRICULTURAL PRODUCTS ONLY).** If You purchased a Rapid Replace Plan from a third party other than Trimble, then during the term of such Rapid Replace Plan, if your Product does not conform to the warranty described in Section 3.1, You may contact your Trimble authorized reseller to arrange for a rapid replacement of your Product or accessory covered by such Rapid Replace Plan. Your authorized reseller will contact Trimble technical support to verify a non-conformity in your Product. The Trimble authorized reseller will replace the defective Product with (i) a new Product from such reseller's inventory, if available, or (ii) a Product ordered from Trimble, which will be shipped with expedited shipping. Your Trimble authorized reseller will be responsible for returning your original Product to Trimble and delivering the replacement Product to You. Your Trimble authorized reseller will be responsible for any necessary installation service for the replacement Product. All Products that are returned, and for which a replacement Product is provided, shall become the property of Trimble.
- 8.5. **Trimble Protected Premium/Spectra Geospatial Protected Premium.** If You purchased Trimble Protected Premium or Spectra Geospatial Protected Premium, your Protection Plan includes accidental damage coverage for your Products. Trimble will cover parts and labor costs to repair or replace (at Trimble's discretion) your Product with a new or refurbished Product when it experiences a failure caused by damage from drops, falls, or spills associated with the handling and use of your Product. Trimble will

replace your Product one time, at which time your Protection Plan is fulfilled and terminated. Accidental damage coverage begins at point of Protection Plan sale, runs concurrently with the Trimble factory warranty, and throughout the Protection Plan period. Accidental damage coverage does not provide protection against theft, loss, reckless, or abusive conduct associated with the handling and use of your Product, cosmetic damage and / or other damage that does not affect the functionality of your Product, damage from natural disaster, or damage caused during shipment between You and your distributor or a Trimble Service Center. If You purchased a Trimble Protected Premium or Spectra Geospatial Protected Premium protection plan bundle and all or part of your Products are replaced, only the hardware portion of your Protection Plan applicable to your Products terminates, and the portion applicable to the Software You purchased remains in full force and effect. You can relinquish your Trimble Access, SiteWorks, or Origin license and transfer it to a different Product to use until the expiration of your Trimble Protected Premium or Spectra Geospatial Protected Premium Protection Plan.

- 8.6. **PURCHASE OF EARTHWORKS ON MACHINE SYSTEM FROM SITECH DEALER. This Section 8.6 applies only if You purchased an Earthworks On Machine system and Trimble Protected Premium from a SITECH Dealer and supersedes Section 8.5.** Trimble will cover parts and labor costs to repair or replace (at Trimble's discretion) any Product within such Earthworks On Machine System (including any unserialized components such as cables and brackets) with a new or refurbished Product when it experiences a failure caused by damage from drops, falls, or spills associated with the handling and use of your Product as many times as are required until the expiration of your Protection Plan.

9. MISCELLANEOUS

- 9.1. **Not Insurance.** This Protection Plan is not an insurance policy. Notwithstanding the foregoing, in certain jurisdictions (excluding, however, the U.S., Canada, and Japan) the accidental damage coverage component of the Protection Plan may constitute insurance.
- 9.2. **Assignment & Transferability.** This Protection Plan may only be transferred (i) by Trimble to a new Product in the exercise of Trimble's replacement option under Section 3.1 or (ii) by you, in the event of sale or transfer of the Products to a new owner. Notification of the ownership transfer must be given to Trimble, and the new owner must register with Trimble. Trimble will not be required to provide services under this Protection Plan to any assignee or transferee who is not registered with Trimble.
- 9.3. **Entire Understanding; Modifications.** This Protection Plan sets forth the entire understanding of the parties regarding its subject matter, and completely supersedes and negates any other related prior or contemporaneous representations, understandings, or agreements. No change to this Protection Plan will be effective unless in writing and signed by Trimble.
- 9.4. **Governing Law; Jurisdiction and Venue.** This Protection Plan and any dispute, claim or controversy arising therefrom shall be governed by the laws of the applicable location set forth below, unless expressly prohibited by local law, in each case without reference to "conflict of laws" principles: If You have acquired the Products, Software, or Protection Plan in:
- (a) **The United States:** This Protection Plan shall be governed by and construed under Delaware law and applicable United States federal law, without reference to "conflict of laws" principles or provisions.
 - (b) **Canada:** This Protection Plan is governed by the laws of the Province of Ontario, Canada.
 - (c) **The rest of the world:** This Protection Plan shall be governed by and construed the laws of The Netherlands. Any claim or dispute hereunder shall be submitted to binding arbitration, to be held in Eindhoven, The Netherlands, under the arbitration rules of the United Nations Commission on International Trade Law ("UNCITRAL"). Any arbitration proceeding hereunder shall be conducted in English before a single arbitrator, selected in accordance with the rules of UNCITRAL. After each party has been afforded a reasonable opportunity to present written and testimonial evidence in support of its position in any such arbitration proceeding, the arbitrator shall issue his/her decision and award, which shall be in writing, stating the reasons therefore, and be final and binding upon the parties. Any arbitration award under this paragraph may be enforced in any court of competent jurisdiction.
 - (d) **The United Nations Convention on Contracts for the International Sale of Goods** will not apply to this Agreement. Notwithstanding the provisions of this paragraph, Trimble shall have the right to seek relief in any court of competent jurisdiction to obtain injunctive relief.

Contact Information:

[U.S. purchasers only]
Trimble Inc.
10368 Westmoor Drive, Westminster, CO 80021
Phone: 1-408-481-8000

[Rest of world]
Trimble Europe B.V.
Industrieweg 187a, 5683 CC Best The Netherlands
Phone: +31 497 532 429

END OF TERMS AND CONDITIONS

Revised October 25, 2022



ADDENDUM TO SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

The City of Panama City Beach's (hereinafter the "City") purchase pursuant to the attached agreement is conditioned upon the Bidder, **DUNCAN-PARNELL, INC.**, and Third Party Software Provider, **TRIMBLE, INC.**, (collectively referred to herein as "Vendor") agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in the Vendor's standard terms and conditions as set forth in Vendor's agreement, the provisions in this Addendum will prevail. Collectively, the attached agreement (including other terms or documents or information incorporated by reference) and this Addendum shall be referred to as "this Contract".

1. **SCOPE OF SERVICES.** Vendor shall provide software support and maintenance that is, at a minimum, consistent and in compliance with the Scope of Work/Specifications attached hereto as Exhibit "A" as present in the City's PCB24-14 ITB 3D Laser Scanning System. In the event that the Vendor's Agreement delivers terms or services above and beyond those required by Exhibit A, the Vendor's Agreement shall control. In the event that the Vendor's Agreement provides support or services less favorable to the City, Exhibit A shall control.

2. **PAYMENT.** The City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by the City shall be made in compliance with said Act. VENDOR agrees to invoice the City no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. The City will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Panama City Beach, Finance Department, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

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

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

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

profits or goodwill) arising in connection with this Contract.

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

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

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

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

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

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

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

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

(ii) The VENDOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by VENDOR. In the event of such breach, in addition to all other remedies available, VENDOR shall pay to The City all incidental and consequential damages arising from such breach, including

attorneys' fees and costs incurred by the City in defending a public records action as well as those assessed against the City in such public records action.

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

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

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

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

The City:

The City of Panama City Beach, a Florida municipal corporation

By: _____
Drew Whitman
As City Manager

Date: _____

ATTEST:

Lynne Fasone, City Clerk

BIDDER, DUNCAN-PARNELL, INC.:



By: Duncan-Parnell
Name: Daniel Detwiler
As Authorized Agent

Date: 01/18/2024

SOFTWARE PROVIDER, TRIMBLE, INC.:



By: Trimble Forensics
Name: Keegan Kinney
As Authorized Agent
Date: 01/18/2024

SCOPE OF WORK/SPECIFICATIONS

GENERAL INFORMATION

The purpose of this bid is to secure firm fixed pricing for the purchase of a 3D laser scanning system for the Panama City Beach Police Department. The system will be used to digitally capture and document scene geometry and details at crime scenes, traffic accidents and other field applications.

Each bidder shall become fully informed as to the extent of services required prior to submitting a bid. No consideration will be granted for any alleged misunderstanding of the specifications, and it is understood that the submission of a bid is an agreement with all the items and conditions referred to herein.

SPECIFICATIONS

The base system shall have the minimum required specifications:

- Self-calibrating system that can calibrate angles and distances without targets in under 30 seconds.
- Capable of in-field calibration report generation
- Rated accuracy of under 3 inches (arc seconds) across +/- 5 degrees of tilt
- Minimum of 300' scanning range at high resolution
- Technology must meet IP55 rating standards
- Rated operating temperature range of (0°F – 120°F)
- Total system weight under 20 lbs, including batteries
- 10 megapixel or higher resolution digital cameras
- Compatible with use of standard tripod hardware
- Dual-band WiFi (2.4GHz and 5GHz)
- Windows 10/11 compatible processing software
- Capable of automatic registration of multiple scans without targets
- Capable of field scan verification
- Capable of automatic labeling of individual scans
- Capable of an indoor scanning mode
- Capable of in-field annotations with text, photos, and other attachments
- Export capabilities for major formats (RCP, E57, PTX, LAS, etc.)
- Capable of in-field and office-based processing
- Provides alert notifications of scans with errors
- Minimum of 2-year full warranty on all components

System must include:

- Laser scanner unit
- Batteries and charger
- Transport case and backpack carrying straps
- Lightweight tripod
- All necessary cables, adapters, and accessories

PCB24-14 ITB 3D LASER SCANNING SYSTEM

- 2-year minimum software support and updates

Bidder shall submit equipment specification sheets, warranty information and customer support/training information with bid proposal form.

Terms of Contract:

- A. This is a lump sum bid purchase price for one 3D laser scanning system. The City will award a contract to the lowest responsive and responsible bidder.
- B. Payment will be made 30 days after satisfactory delivery and training of personnel on the product. The City shall determine the quality and acceptability of the product prior to payment. The City shall decide finally and conclusively any differences that may arise as to the interpretation of the specifications or the fulfillment of the terms of the Contract.
- C. This Agreement shall take effect on the executed date of award and extend through the time of delivery, satisfactory inspection and personnel training. The City may terminate this agreement at any time for cause and may terminate the agreement with or without cause by giving at least thirty (30) days prior written notice to the Bidder.
- D. Bidder shall be deemed an independent Contractor as to the product requested and not an agent or servant in the employ of the City.
- E. All Bids shall be firm and be valid for a period of sixty (60) days.

[END OF SCOPE OF WORK/SPECIFICATIONS]



CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, Florida 32413
PCB24-14 - ITB - 3D Laser Scanning System
Monday, November 27, 2023
9:30AM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	DRUG FREE WORKPLACE	PUBLIC ENTITY CRIMES	E-VERIFY	CONFLICT OF INTEREST	NON-COLLUSION	W9	WARRANTY INFO	REFERENCES	BASE BID PRICE	RESPONSIVE BID - Minimum Requirements Provided
1	Duncan-Parnell	11/16/23 @ 1:07PM	DemandStar	X	X	X	X	X	X	X	X	X	\$ 65,490.60	X
2	NOAR Technologies	11/22/23 @ 9:22AM	DemandStar	X	X	X	X	X	X	X	X	X	\$ 89,221.22	X
3														
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.

Bid Opened at 9:30AM
 Opening Concluded at 9:34AM



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Holly White, Administration

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Approval of City Manager and City Clerk travel as required by the City's personnel policies and contracts.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: N/A
N/A
N/A

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

The City's Personnel Policies as well as the City Manager's contract require that travel and attendance at professional development seminars be authorized by the City Council. Likewise, the City's Personnel Policies and the City Clerk's contract require that same approval.

Anticipated travel for City Manager, Drew Whitman, includes the Florida League of Cities (FLC) Annual Conference, and meetings with legislators in Washington, DC, and Tallahassee. City Clerk, Lynne Fasone, is projected to attend the FLC Annual Conference as well, along with continuing education seminars to maintain Ms. Fasone's Master Clerk Certification. Hotel costs, mileage, and per diem will be paid in accordance with City policy. Budgeted travel expenditures of \$9,000 for these conferences and seminars is included in the FY 2024 budget.

Staff recommends approval of the City Manager and City Clerk's travel to the conferences and seminars indicated above and included in the FY 2024 budget. Other travel opportunities that arise during the year will be brought to the Council for approval.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica McKenzie, Building & Planning

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends that the City Council review, hold a public hearing, and approve Ordinance No. 1639 at the 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:

Public Safety
Attractive Community
Quality of Life

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

The last comprehensive amendment to Chapter 8 of the City Code governing Buildings and Building Regulations occurred in 2016. The current version of this Chapter includes outdated or unnecessary provisions, and in some cases conflicts with updated state law. This comprehensive amendment brings Chapter 8 into conformity with state law, and the best practices of the Building Department. Staff has worked extensively to prepare this amendment and recommends approval by the City Council.

[Ord 1639 Amending Chapter 8 of City Code.pdf](#)
[Chap 8 Business Impact Statement 1.pdf](#)

ORDINANCE 1639

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 8 OF THE CITY'S CODE OF ORDINANCES RELATED TO BUILDINGS AND BUILDING REGULATIONS; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, SCRIVENER'S ERRORS, LIBERAL INTERPRETATION, MODIFICATIONS, AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City is further empowered in Chapter 489, Florida Statutes, to regulate contractors and contracting within the City within certain parameters and pursuant to Section 553.73(4)(a), Florida Statutes, to adopt amendments to the administrative provisions of the Florida Building Code; and

WHEREAS, the Florida Building Code has been updated as of January 1, 2024, and model amendments to the administrative provisions of the Florida Building Code have been promulgated by the Building Officials Association of Florida; and

WHEREAS, the City Council desires to update the City's Code of Ordinances to comport with current state law, simplify and clarify local law related to buildings and building regulations, and implement certain recommended amendments to the administrative provisions of the Florida Building Code.

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

SECTION 1. From and after the effective date of this ordinance, Chapter 8, Article I of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 8-3. Off-site construction staging area.

Any person who uses an area off-premises from the premises under construction as a staging area for that construction, and who must cross a road, street, or highway to get from the staging area to the premises under construction, must obtain a permit allowing such activity from the ~~chief~~ **Building Official** of the City before such activity may commence **and must pay a permit fee as determined by resolution of the City Council**. ~~A permit fee of \$50.00 must be paid by the person obtaining a permit hereunder.~~

...

Sec. 8-6. Construction site management; site plan required; fencing.

- (a) *Site plan required.* No development order or permit for site work or for the construction of horizontal improvements, vertical buildings, or other structures shall be issued without the applicant having furnished in the application ~~therefore~~ a construction site plan (i) illustrating the provision and placement of each of the following elements on or proximate to the construction site, and (ii) approved by the City Manager or his designee as complying with this section, meeting the goals and objectives of this section, and demonstrating compliance with other applicable law:

- (1) Construction trailer;
- (2) Portable, enclosed, chemical toilet;
- (3) Dumpster;
- (4) Ingress and egress points;
- (5) Site perimeter/property boundary;
- (6) All fencing, including the specifications for the fencing required by this section;
- (7) Adjacent rights-of-way and major intersections if within one hundred (100) feet of property line;
- (8) Materials and equipment lay-down or staging area;
- (9) Footprint of building and rebar yard;
- (10) Employee parking area; and
- (11) Delivery area.

~~The City Manager's decision may be appealed by the applicant directly to the City Council who shall determine the matter in a quasi-judicial hearing between the applicant and the City Manager who shall represent the public interests advanced by this section. Written notice of appeal specifying the reasons therefore and the relief sought must be delivered to the City Clerk within five (5) days after receipt of the City Manager's decision. The hearing shall be held as soon as practicable thereafter.~~

- (b) *Modification Permitted.* The site plan required by this part may be modified following issuance of the building permit upon payment of a fee in such amount as may from time to time be established and amended by resolution of the City Council reasonably reflecting the cost to review and approve.
- (c) *Fencing of Active Construction Sites Along Scenic Corridors.* In order to minimize the effects of construction on pedestrians and drivers along Scenic Corridors, as that term is defined in Section 1.07.02 of the City's Land Development Code, every holder of a development order or building permit for a project located on a parcel of land lying in whole or in part within any Scenic Corridor shall provide screening, fencing, or landscaping, or a combination of ~~both~~ each, for the duration of ongoing, permitted construction, meeting the composition and maintenance standards, and the performance standards, of this sub-section:

(1) *Composition and Maintenance Standards:*

- (i) The **screening**, fencing, or landscaping required by this part shall be a minimum of six feet high. Fencing shall be of solid face construction affixed to the ground so as to prevent such fencing from becoming airborne, or alternatively constructed in a manner and of material which the City Manager or his designee determines to be at least as opaque, weather resistant, and permanent as the foregoing. Landscaping shall be sufficiently mature and dense so as to be the functional equivalent of a six-foot high, solid face fence.
- (ii) No fence or landscaping required by this section may be constructed or situated within the public right-of-way so as to obstruct the field of view or way of travel for drivers or pedestrians.
- (iii) Fences must be repaired and at all times maintained intact around the entire perimeter of the site in a neat, orderly, clean, and sound condition. Landscaping must be kept in a neat, dense, and healthy condition.

(2) *Performance Standards:*

- (i) *Certain construction matters.* Trash receptacles, portable toilet facilities, and the staging or lay-down area for construction equipment and materials shall be **screened**, fenced, or placed, or ~~both~~ **combination of each**, on the construction site so as to be not visible by a pedestrian standing within the vehicular right-of-way of any Scenic Corridor.
 - (ii) *Construction sites generally.* The entire perimeter of all construction sites and support areas shall be fenced, or screened ~~with landscaping~~, or a combination of both, ~~so as to prevent spill-over of construction activity, including dust, dirt, and debris, onto a public right of way or adjacent property, and to reasonably screen construction and construction activity from the view of a pedestrian standing within the vehicular right-of-way of any Scenic Corridor.~~ Notwithstanding the foregoing, the areas which have been designated as points of access pursuant to Section 4.04.01 of the City's Land Development Code are exempt from this requirement.
- (d) *Fencing and Landscaping of Inactive Construction Sites along Scenic Corridors.* Whenever the construction referred to in sub-section (c) above shall essentially stop for a period of forty-five (45) days or more regardless of minor or non-substantial work, the owner, and if different, the holder of an unexpired, related development order or building permit, severally, shall provide perimeter security fencing, landscaping, and sand fencing as required by this sub-section until such construction shall resume in an ordinary and active manner.
- (1) Where vertical improvement, material, equipment, or any other thing exists on the site, and is of sufficient size to permit a person to enter or hide within or behind any such improvement, equipment, material, or other thing, then all such things shall be completely enclosed by a single chain link fence at least six (6) feet high with open links, metal posts no more than ten (10) feet apart with metal top rails connecting all posts which shall be placed the entire length of the site's perimeter. Every gate shall be securely locked at all times.
 - (2) A landscaping buffer area shall be required along any property line abutting a Scenic Corridor. The buffer is measured to the side property lines and extends twenty-five (25)

feet from the property line abutting the Scenic Corridor. The landscaping buffer area shall contain one shrub per twenty-five (25) square feet of landscaping buffer area. Shrubbery shall be dispersed evenly across the width of the property. In all cases, the selection, planting, and maintenance of shrubbery shall be controlled by the design principles and standards set forth in Section 4.06.00 of the City's Land Development Code.

- (3) In all cases, where sand is blown from the site onto any adjacent vehicular or pedestrian right of way, a silt or sand fence no less than twenty-four (24) inches high shall be installed as needed to prevent such blown sand in the future. For purposes of this section, a silt or sand fence shall be defined as a temporary sediment barrier made of woven, synthetic filtration fabric supported by steel or wood posts.
- (4) All such fences and landscaping must be repaired and at all times maintained intact and in a neat, orderly, clean, and sound condition.

(e) The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times. All debris shall be kept in such a manner as to prevent it from being spread by any means.

(f) Unless otherwise required by any other provision of this Code or the City's Land Development Code, the requirements of this section may be waived for residential construction only at the discretion of the Building Official.

(e) **(g)** *Violation.* It shall be unlawful for any owner of a construction site, or any person, firm, or corporation holding a current or expired development order or building permit, or serving as a general contractor in connection therewith, or any controlling officer, agent, or employee thereof, to either:

- (1) Place or permit the placement of any of the elements listed in subsection (a) in a location other than as shown on the current site plan, or
- (2) Fail to provide and maintain intact and in a neat, orderly, clean, sound, and healthy condition, the fencing or landscaping required by this section, or any fencing required by the City's Land Development Code or any law or regulation.

(f) **(h)** *The provisions of this section are cumulative.* Nothing herein shall be construed to permit any activity or condition which would constitute a public or private nuisance or be contrary to any law or legal duty. Notwithstanding the installation of the fencing required by this section, ~~a~~ **the** premises may still be in violation of other provisions of law.

~~(g) *Penalty.* The provisions of this section may be enforced by the Building Inspector, the Code Enforcement Officer, or any law enforcement officer. Any person determined to have willfully failed to comply with any provision of this section shall be guilty of an offense punishable as provided in Section 1-12 of the City Code. Each day that such a violation or failure shall continue shall constitute a separate offense. This penalty is in addition to any other remedy available to the City.~~

Sec. 8-8. Enforcement and Penalties.

- a. **In addition to any remedies set forth in this Chapter, Code Enforcement is authorized to impose monetary penalties for non-compliance with this Chapter in accordance with Section 1-12 of the City Code.**
- b. **Compliance with this Article may be enforced by the remedies and procedures set forth in Chapter 25 of this Code. In addition to other remedies, the City Manager, through the City Attorney, may institute any appropriate action in a court of competent jurisdiction seeking injunctive relief or other remedies to bring about compliance with any of the provisions of this Chapter.**
- c. **All remedies and penalties provided for in this section shall be cumulative and independently available to the City, and the City shall be authorized to pursue any and all remedies set forth in this Chapter, the City Code, or state law.**

Secs. ~~8-8~~ 8-9—8-25. - Reserved.

SECTION 2. From and after the effective date of this ordinance, Chapter 8, Article II – Inspections Department of the Panama City Beach Code of Ordinances is hereby renamed as Article II – Building Department and is further amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 8-26. - Created; jurisdiction.

There is hereby created ~~an inspections department~~ **a Building Department**, which shall have jurisdiction and control over the construction, alteration, repair, equipment, use, occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached thereto within the corporate limits of the city.

Sec. 8-27. ~~Personnel.~~ Building Department Personnel and Authority.

- (a) The ~~inspections department~~ **Building Department** shall consist of the following personnel:
 - (1) The chief building official (**“Building Official”**), who shall be the head of the ~~inspections~~ **building** department, shall have a general knowledge of the construction industry, shall be responsible for the administration of the department, including all duties attendant thereto, shall report to the Building and Planning Director, and otherwise directly to the City Manager, and may also be an inspector;
 - (2) The **City Manager, or his or her designee, may appoint** the following inspectors, any one (1) or more of which offices may be held by the same person:
 - a. A general building inspector;
 - b. A chief electrical inspector;
 - c. A fire prevention officer, who shall be the chief officer of the fire department, or a member of the fire department duly appointed as the fire prevention officer who

has successfully completed or passed all competency standards of the fire department for the position;

- d. A gas inspector;
 - e. ~~A health officer who may be appointed by the city manager, which manager may alternately designate an existing city employee as health officer;~~
 - f. e. A mechanical inspector;
 - g. f. A plumbing inspector; and
 - h. g. Such other personnel as may be necessary for the performance of the department's duties.
- (b) Except as specifically provided otherwise, inspectors and their assistants shall be licensed in accordance with chapter 468, Florida Statutes, in the activity or trade which they are to inspect.
- (c) ~~All inspectors and assistant inspectors shall be appointed by the city manager or by such other person who may be authorized to make the appointment. All appointments shall be in accordance with the policies established by the city for fulfillment of any such positions and all applicable legal requirements.~~
- (d) (c) It shall be unlawful for the chief Building Official or an inspector or any assistant inspector either directly ~~to~~ or indirectly to engage in any business subject to the jurisdiction of this chapter.
- (d) The Building Official is authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code, and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code. The Building Official shall receive applications, review construction documents, and issue permits for the erection, alteration, demolition, and moving of buildings and structures, inspect the premises for which such permits have been issued, and enforce compliance with the provisions of this code. The Building Official shall issue all necessary notices or orders to ensure compliance with this code. Any requirements necessary for strength, stability, or proper operation of an existing or proposed building, structure, electrical, gas, mechanical, or plumbing system, or for the public safety, health, and general welfare, not specifically covered by this or other technical codes, shall be determined by the Building Official.**
- (e) ~~All inspectors and assistant inspectors duly appointed as of the effective date of August 7, 1982, are hereby confirmed as the inspectors of the inspection department.~~

Sec. 8-28. Functions generally.

The provisions of this chapter shall be enforced by the inspectors within the ~~inspection department~~ **Building Department** who are qualified and duly appointed to such positions. In addition to the management of the other affairs of the ~~inspection department~~ **Building**

Department, the inspectors shall direct, undertake, or supervise the performance of the following duties:

- (1) Enforcement of the provisions of this chapter;
- (2) Inspection of all buildings and structures within the city;
- (3) Issuance of permits and collections of the proscribed fees therefore in accordance with this chapter;
- (4) Reporting to their superiors or the appropriate board having jurisdiction of the subject matter, any evidence which may come within their knowledge of any violation of any of the provisions of this chapter by any person.
- (5) Passing on all plans submitted;
- (6) Requiring such changes or alterations as are deemed necessary to eliminate any existing hazardous condition when the same is dangerous to life or property, and prohibiting the use of buildings or structures until such hazards are removed;
- (7) Keeping complete records of all permits issued and inspections made and other official work performed under the provisions of the law;
- (8) Carrying out and performing such additional powers and duties as shall be proscribed by this chapter or this Code; and
- (9) Giving and grading the homeowners' examination required by section 8-35.

Sec. 8-29. Inspections.

- (a) The Building Official shall make all required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the Building and Planning Director.**
- (b)** Inspectors or their duly authorized assistants or representatives shall have the right during any reasonable hour, to enter into or upon any building, lot, or premises in the discharge of their official duties for the purpose of making any inspection or test as might be required to ~~insure~~ **ensure** compliance with this chapter **and must carry proper identification in the performance of their duties**. When necessary, the chief inspector or his duly authorized assistant or representative may institute appropriate proceedings to obtain an inspection warrant.
- (c) The Building Official shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the Building Official nor the jurisdiction shall be liable for the expense entailed in the removal or replacement of any material required to allow inspection.**

Sec. 8-30. Stop work orders or disconnection of service.

The chief **B**uilding **O**fficial or his ~~duly authorized assistant or representative~~ **designee** shall have the authority to stop any work, to disconnect any service, to prevent use of any structure or service or component part of any building where the construction of the structure or any component thereof fails to conform with the provisions of this Code, the Florida Building Code, and any other applicable law, until the violations being committed are corrected.

Sec. 8-31. Plans Review Code.

- (1) This section shall be known as the "Plans Review Code of Panama City Beach, Florida" and may be cited as such.
- (2) As used in this section, "multi-story building" means any building which is greater than three (3) stories or fifty (50) feet in height.
- (3) Plans Review Requirements:
 - (a) Plans for all multi-story or commercial buildings shall be submitted to the Building Department in duplicate, and the City shall **may**, at the applicant's expense, ~~submit one (1) set of plans to either the International Code council (ICC) or the Bay County Building Department, at the City's election,~~ **submit plans to a contracted third-party plans examiner** for formal plan review and comment.
 - (b) Plans review fees shall be paid to the **B**uilding **O**fficial at the time of plan submittal in an amount **determined by resolution of the City Council**, ~~which is calculated as follows:~~
 - ~~(i) For review of commercial plans, one half of the building permit fee established by resolution of the City Council.~~
 - ~~(ii) For review of residential plans, twenty five dollars (\$25.00)~~Plan review fees are in addition to the building permit fee.
 - (c) ~~In addition to all other applicable fees, the applicant shall pay to the City the estimated cost of ICC or Bay County review and postage prior to the City forwarding the plans to ICC or Bay County for review at the time of plan submittal. In the event actual costs are less, the difference shall be refunded to the applicant. In the event the actual costs are more, the applicant shall pay the difference to the City. No building permit or other development order may be issued to the applicant until the entire, final cost is paid.~~
 - (d) The Building Department will review the applicant's plan upon receipt of ~~ICC's or Bay County's~~ **the contracted third-party** plan review comments. The applicant or its representative shall be given a reasonable opportunity to respond to the ~~ICC's or Bay County's~~ comments. The Building Department shall take into consideration comments by ~~ICC or Bay County~~ **the contracted third-party plan examiner**, and any responses thereto by the applicant, but the final decision or plan approval shall be made by the Building Department.

Sec. 8-32. Permit required.

- (a) Except as otherwise provided in this Code of Ordinances or Section 105.2 of the Florida Building Code, no person shall undertake to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, or to cause any such work to be done, without obtaining the required permit from the **B**uilding **O**fficial.
- (b) Exceptions. **Permits shall not be required for the following:** ~~No wiring, devices or equipment for the transmission, distribution or utilization of electrical energy for light, heat or power within or on any building or structure in the City shall be installed, nor shall any alteration, repair or addition be made in any such existing wiring, devices or equipment without first securing a permit therefor from the chief electrical inspector; provided, however, that:~~

(1) Building:

1. **Toolboxes, playhouses, and similar uses, provided they are not occupiable.**
2. **Oil derricks.**
3. **Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the wall to the top of the wall, which do not change the historical flow of water.**
4. **Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.**
5. **Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.**
6. **Temporary motion picture, television, and theater stage sets and scenery, unless regulated by special event ordinance Sec 4-16.**
7. **Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L), and are installed entirely above ground. Any above ground pool must meet Land Development Code standards and applicable safety codes.**
8. **Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.**
9. **Swings and other playground equipment accessory to detached one- and two-family dwelling except for the electrical service.**

(2) Electrical:

1. **Minor repair work, including like-for-like replacement of exit signs, light fixtures, and the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles, which shall not increase the electrical load of the structure. Such repairs shall not include any addition to, alteration of, replacement, or relocation of any electrical wiring.**

2. The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but shall apply to equipment and wiring for a power supply and the installation of towers and antennas.

3. A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

(3) Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

(4) Mechanical:

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot, or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.

8. The installation, replacement, removal, or metering of any load management control device.

(5) Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided; however, that if any concealed trap, drainpipe, water, soil, waste, or vent pipe becomes defective, and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves, or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

(c) Exemptions from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code, or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the local floodplain management ordinance.

(d) The City may require a contractor, as a condition of obtaining a permit for a fire alarm system project or fire sprinkler system project, to submit a completed application with plans and specifications.

(e) Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds is required to be designed by a Florida Registered Engineer. The system requires an electrical system with a value of over \$125,000; and requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system, or over 800 amperes (240 volts) on a commercial or industrial electrical system. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

~~(2) No permit shall be required for the installation of wiring, devices or equipment for telephone, telegraph, district messenger or tele-autograph systems or any signaling systems when installed by a public utility, subject to regulation as such by the State Public Service Commission or any agency of the federal government.~~

~~(3) No permit shall be required for the installation of electric wiring, devices or equipment in any building the major portion of which is occupied by a public utility corporation operating under a franchise from the City to transmit and sell or use electrical energy; provided, however, that any such wiring, devices or equipment are for the use of the corporation in its operation as a public utility; provided, however, that permits shall be required for installations in public utility buildings to which the general public has regular access. Federal, state, county and city governments shall be classified as a public utility under this section.~~

Sec. 8-33. Permit application.

(a) An application for the permit required by the provisions of this **Chapter** ~~division~~, describing the work to be done, shall be made in writing to the **Building Official** by the person undertaking the work and the permit, when issued, shall be to such applicant. The person making application for the permit shall, when required by the **Building Official**, file with him complete plans and specifications for the work to be performed, showing all details as may be necessary to determine whether the work as described will be in conformity with the requirements of this article.

(b) The permit, when issued, shall be for the work described in the application and no deviation shall be made from the installation so described without approval of the **Building Official**. **Applications** ~~Applicants~~ for permits shall show the name of the occupant or name of the property owner, the name of the contractor who is to do the work, the exact location of the premises by number of block, lot, and house or other good and sufficient description, a clear description of the work to be done, and the number of fixtures, circuits, and other apparatus.

(c) The person making application for a permit on any building that has been moved or relocated, or has a change of occupancy, **use**, or **seeks to be** reoccupied after **being** vacated shall verify that the building is structurally sound before a permit is issued for the building.

(d) The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code, or of any other ordinance of the City. Permits presuming to give authority to violate or cancel the provisions of this Code, or other ordinances of the City shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data.

The Building Official is also authorized to prevent occupancy, or use of a structure where in violation of this Code, or of any other ordinance of the City.

- (e) Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a successor registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. Successor registered design professional in responsible charge licensed under Chapter 471 Florida Statutes shall comply with Section 471.025(4) Florida Statute and the procedure set forth in 61G15-27.001 Florida Administrative Code; or licensed under Chapter 481 Florida Statutes shall comply with Section 481.221(6) Florida Statute and the procedure set forth in 61G1-18.002 Florida Administrative Code. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

Sec. 8-35. Examination of applicants for homeowner's permits.

Examination of applicants for homeowner's permits who are property owners acting as their own contractor shall be undertaken by the Building Official or his or her designee assistant.

Sec. 8-36. Duration of permits and tolling during state of emergency.

~~Permits issued under this part shall be invalid if work is not started within sixty (60) days after date of issue and shall be invalid if work has once begun and then stopped for a period of six (6) months.~~

- (a) Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 60 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced. The permit holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the Building Official.
- (b) Pursuant to section 252.363, Florida Statutes, the declaration of a state of emergency issued by the Governor for a natural emergency tolls the period remaining to exercise rights under a permit or development order for the duration of the

emergency declaration. Further, the emergency declaration extends the period remaining to exercise the rights under the permit or development order for 24 months in addition to the tolled period. The extended period may not exceed 48 months in total in the event of multiple natural emergencies for which the Governor declares a state of emergency. The tolling and extension of permits and other authorizations under this paragraph apply retroactively to September 28, 2022.

- (1) Within 90 days after the termination of the emergency declaration, the holder of the permit or development order shall notify the Building Official of the intent to exercise tolling and extension. The notice must be in writing and identify the specific permit or development order qualifying for extension. Failure to comply with this section will prohibit the holder from exercising the remedies provided in this subsection.
- (2) If the permit or development order for a phased construction project is extended, the commencement and completion dates for any required mitigation are extended such that the mitigation activities occur in the same timeframe relative to the phase as originally permitted.
- (3) This subsection does not apply to a permit or development order for a building, improvement, or development located outside the geographic area for which the declaration of a state of emergency applies, or if the holder of a permit or development order is in significant noncompliance with the conditions of the permit or development order evidenced by the issuance of a warning letter or notice of violation, the initiation of formal enforcement, or an equivalent action.

Sec. 8-37. Notice when work ready for inspection; inspection.

- (a) When work for which a permit has been obtained is ready for inspection, notice stating the location of the work and the name of the owner shall be given to the chief building inspector or his duly authorized representatives at his office by the contractor or homeowner serving as his own contractor to whom the permit was issued-.
- (b) Notice to inspect work ~~must~~ **shall** be in the office of the ~~chief building inspector~~ **Building Department**, for morning inspections, before 4:00 p.m. ~~of the preceding business day and for afternoon inspections, before 12:00 noon the same day~~ **of the requested inspection**. A period of forty-eight (48) hours, exclusive of Saturdays, Sundays, and holidays, may be required in which to make **the** inspection and report. **Exceptions may be made for good cause shown.**
- (c) As soon as possible after receiving notice that work is ready for inspection, the ~~chief building inspector~~ **Building Official** or his duly authorized representatives will inspect and test the work in a manner necessary to satisfy the inspector that the work has been installed in a proper and workmanlike manner and in accordance with the provisions of this article.
- (d) In cases of large or complicated installations, the work may be inspected and tested in sections at the option of the chief building inspector or his duly authorized representatives.

...

Sec. 8-42. Certificate upon completion and closing permits.

- (a) After the entire completion of the work covered by the permit, a notice shall be given by the licensed contractor or the person to whom the permit was issued to the ~~chief~~ building inspector or his duly authorized representatives for a final inspection, and if the inspector finds that the work has been satisfactorily done, ~~he~~ **the Building Official** shall issue a certificate of completion or certificate of occupancy, as appropriate. The certificate does not relieve the person to whom the permit was issued of his responsibility for any defective work which may have escaped the notice of the inspector.
- (b) Removal or defacing of inspection certificates shall be prohibited.
- (c) **Pursuant to Section 553.79(17), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close an open building permit by complying with the following requirements:**
 - 1. **The property owner may retain the original contractor listed on the permit, or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit, and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.**
 - 2. **The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.**
 - 3. **For purposes of this section, the term “close” means that the requirements of the permit have been satisfied.**

If a building permit is expired and its requirements have been substantially completed, as determined by the City, the permit may be administratively closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the City received the application for the permit, unless the contractor has sought and received approval from the City for an alternative material, design or method of construction. An inspection for code compliance must be passed to close the permit. A certificate of completion can only be issued if all required inspections have been completed on the permitted work.

The City may administratively close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the City determines that no apparent safety hazard exists.

If the Building Official determines at any time that a safety hazard exists and a permit has been abandoned, proceedings under Chapter 15 of this Code shall apply.

Sec. 8-43. Appeals and Disciplinary Hearings generally.

(a) Except for any monetary penalties assessed pursuant to section 8-8 of this Code, all appeals contemplated within this Chapter shall be conducted according to the following rules and procedures:

- 1. Any interested party may appeal a final decision of the Building Official, inspector, or City Manager involving this Chapter, including the interpretation or application of the applicable code section on which the decision of the inspector or the City Manager is based, to the Planning Examining Board upon the filing of a notice of appeal setting forth the grounds for the appeal within thirty (30) days after service of the final decision. The notice of appeal stating the grounds for appeal with specificity shall be served on the Building Official.** ~~inspector's or city manager's notice and order, of an application to the inspector setting forth the grounds for the appeal. The Planning Board shall not grant variances from the decision of the inspector or the City Manager. Upon receipt of the notice of appeal, the inspector~~ **Building Official** ~~shall forthwith transmit a copy of the notice of appeal, together with all related documents of his department~~ **the Building Department**, to the ~~Planning~~ **Examining** Board. Within ten (10) days after the filing of a notice of appeal, the ~~Planning~~ **Examining** Board shall schedule a date for the hearing thereof and give notice of the date for the hearing to the interested parties **via certified mail not less than twenty (20) days prior to the hearing.** ~~in a manner as would afford them not less than ten (10) days notice. Under no circumstances shall the board establish a hearing date beyond sixty (60) days from the filing of the notice of appeal.~~
- 2. The parties shall be entitled to present evidence and cross-examine witnesses. All testimony shall be under oath and shall be electronically recorded. Either party may be represented by an attorney-at-law. The aggrieved party shall carry the burden of establishing by greater weight of the evidence that the final decision was arbitrary, unauthorized, or otherwise unfounded. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed, and govern the proceedings. Any relevant evidence shall be admitted if the board finds it competent and reliable. The Examining Board shall make findings of fact based on evidence of record. Based upon this fact-finding determination, the Examining Board shall approve, reverse, or modify the decision.**
- 3. All appeal proceedings shall be public and the notice thereof shall be posted on the City's website** ~~published in a newspaper of general circulation with the city at least ten (10) days prior to the date of the hearing. The findings of the Planning~~ **Examining** Board shall be encompassed in a resolution stating with particularity the grounds for the board's decision.
- 4. All such appeals shall be pursuant to the procedures specified in Section 10.13.00 of the City of Panama City Beach Land Development Code, as amended from time to time. In the event of an irreconcilable conflict between the procedures specified in this Section and in said Section 10.13.00, this Section shall control.**
- 5. An interested party, having exhausted his administrative remedies before the Planning** ~~Examining~~ **Examining** Board, shall be entitled to seek review of the decision of the ~~Planning~~

Examining Board by certiorari in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

(b) All disciplinary hearings contemplated within this Chapter shall be conducted according to the following rules and procedures:

- 1. Any time the Building Official finds any of the grounds for disciplinary action may exist under this Chapter, including under sections 8-52 or 8-53, or a complaint is filed with the Building Official by any person alleging the existence of any such grounds, the Examining Board shall conduct an evidentiary hearing and render a final order determining whether a violation occurred, and what disciplinary measures, if any, are to be imposed.**
- 2. Notice of the hearing stating the date, time, location, and grounds for disciplinary action shall be served upon the alleged violator via certified mail not less than twenty (20) days prior to the hearing. The alleged violator shall have the right to appear at the hearing, be represented by counsel, produce evidence, and cross-examine witnesses. A record shall be kept of the hearing.**
- 3. All hearings shall be public, and notice shall be posted on the City's website at least ten (10) days prior to the date of the hearing.**
- 4. Each case before the Examining Board shall be presented by the Building Official or his or her designee. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall govern the proceedings. Any relevant evidence shall be admitted if the board finds it competent and reliable. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness, and to rebut the evidence against him.**
- 5. The Board shall make findings of fact based on record evidence. A final order must be rendered in writing and contain the following:**
 - (i) A clear statement of the violation(s) charged;**
 - (ii) A clear statement of the factual basis for the charges;**
 - (iii) Evidence that the violator was given notice of the charges, and an opportunity to appear and present evidence and testimony regarding the charges;**
 - (iv) Findings of fact made by the Examining Board;**
 - (v) Conclusions of law which demonstrate that the facts alleged constitute violation(s) of this Chapter;**
 - (vi) A statement of the penalty imposed;**
 - (vii) A recommendation to the Construction Industry Licensing Board for action to be taken against the violator for locally registered contractors; and**
 - (viii) A clear statement informing the violator of the right to appeal to the Construction Industry Licensing Board for locally registered contractors.**
- 6. For locally registered contractors, a copy of such order shall be forwarded to the Construction Industry Licensing Board, and the disciplined contractor or the complainant may challenge the recommended penalty for board action. A challenge**

shall be filed within 60 days after the issuance of the recommended penalty to the board. Failure to challenge the recommended penalty within the time period set forth in this subsection shall constitute a waiver of the right to a hearing before the board.

7. For certified contractors, notification of and information concerning any permit denial, shall be submitted to the Department of Business and Professional Regulation within 15 days after the Examining Board decides to deny the permit.

8. Any aggrieved contractor shall be entitled to seek review of the decision of the Examining Board by certiorari in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

SECTION 3. From and after the effective date of this ordinance, Chapter 8, Article III of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 8-46. Created.

There is hereby created the Examining Board of the City.

Sec. 8-47. Members.

- (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.

...

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.

Sec. 8-50. Records.

The Examining Board shall keep in the office of the ~~inspection department~~ Building Department a record for each trade or profession in which shall be recorded the names and addresses of each applicant for a certificate of competency, the date of filing application, the final action of the Board upon each application, the date of such action, whether the granting of a certificate was made with or without examination, date and action of the Board in revocation or suspension proceedings, and the signatures of the members of the board participating in any action.

Sec. 8-51. Powers and duties.

The powers and duties of the Examining Board shall include the following:

- (1) To prescribe forms for applications for examinations, certificates of competency, permits, stationery, records, notices of violation, and such other documents as it shall deem necessary for the conduct of its business;
- (2) To prepare, conduct, and grade or designate written examinations of applicants for certificates of competency;
- (3) To prepare or designate a basic written examination of homeowner applicants for permits under section 8-35, and to establish a passing score of such examinations;
- (4) To give notices of hearings and conduct hearings upon charges of violation of the provisions of this chapter by any person subject to the provisions of this chapter;
- (5) To discipline any contractor, ~~journeyman~~ or other person found by the board to have violated any of the provisions of this chapter;
- (6) To hear the appeal of any persons who may be aggrieved by any ruling or order of the chief Building Official, City Manager, or any inspector under this Chapter. ~~Notice of appeal shall be filed with the secretary to the board within thirty (30) days after the ruling or order from which the appeal is taken. The board shall as soon as may be practicable conduct a hearing at which the city official and the aggrieved party shall be entitled to present evidence and cross-examine witnesses. All testimony shall be under oath and shall be electronically recorded. Either party may be represented by an attorney at law. The aggrieved party shall carry the burden of establishing by greater weight of the evidence that the ruling and order of the chief building official or any inspector was~~

~~arbitrary, unauthorized, or otherwise unfounded. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall be observed and govern the proceedings. Any relevant evidence shall be admitted if the board finds it competent and reliable. The board of examiners shall make findings of fact based on evidence of record. Based upon this fact finding determination, the board of examiners shall approve, reverse or modify the decision of the building official or inspector. The aggrieved party shall be entitled to have the final decision of the board reviewed by certiorari in the Circuit Court for Bay County, Florida, upon the filing of an appropriate pleading.~~

- (7) To satisfy itself as to **the** character and integrity of each applicant for a certificate of competency, by requiring such pertinent information as it may deem necessary; and
- (8) To enforce provisions of this chapter wherever required or authorized.
- ~~(9) The examining board shall constitute and sit *ex officio* as circumstances may require, as the board of construction examiners, the board of electrical examiners, the board of plumbing examiners, the board of gas examiners, or the board of air conditioning examiners, and as such shall follow the uniform procedures specified in sections 8-46 through 8-53.—.~~

Sec. 8-52. Revocation, suspension of certificates of competency for registered contractors.

- (a) The board of examiners shall suspend or revoke any ~~contractor's, master's, or journeyman's~~ certificate of competency, if one (1) or more of the following grounds shall exist:
 - (1) Misrepresentation of any material fact in the application for a certificate or for a permit;
 - (2) Performance of work in a negligent, incompetent, or unworkmanlike manner;
 - (3) Contracting in a name other than registered with the general building inspector;
 - (4) Abandonment of any contract for the performance of work without legal grounds;
 - (5) Diversion of property or funds received pursuant to contract for work;
 - (6) Departure from the plans and specifications of any contract for work or accompanying application for permit without the consent of the party for whom the work is being performed;
 - (7) Misrepresenting the requirements of this article regulating work in order to obtain or increase the scope of the work in any contract of construction work;
 - (8) Failing to report to the general building inspector or his assistants or attempting to conceal the violation of any provision of this article;
 - (9) Failing to report to the general building inspector or his assistants or attempting to conceal the violation of any provision of this article by any contractor;
 - (10) Pledging or loaning his certificate to any person when not actively associated with that person in the performance of the work authorized by the certificate;

- (11) Default in payment either for labor or materials resulting in a lien being placed against a piece of property in question, and the lien remaining unsatisfied for a period of sixty (60) days or more; -
- (12) Default in payment either for labor or materials resulting in a judgment being obtained or filed against the building, general, or residential contractor, and the judgment remaining unsatisfied for a period of sixty (60) days or more; -
- (13) Violation of any applicable provision of ~~Section~~ **Chapter** 489.129, Florida Statutes, **regarding discipline;** (2015).
- (14) Violation of any applicable provision of ~~Section~~ **Chapter** 455.227, Florida Statutes, **regarding discipline;** (2015).

(15) Two or more occurrences of a contractor engaging in unpermitted work; or

(16) Failure to maintain required public liability and property damage insurance and workers' compensation insurance.

- (b) Any contractor, ~~master or journeyman~~ who shall violate, or assist in violating, any of the provisions of this article, may, upon conviction thereof, have his certificate of competency suspended for not less than thirty (30) days for the first offense, and for repeated offenses, may have his certificate of competency suspended for a ~~longer~~ period **longer** than thirty (30) days, or have the same canceled or revoked by the ~~board of examiners~~ **Examining Board** upon the recommendation of the **Building Official**. **The Board may also require restitution or a fine not to exceed \$5,000, or a combination thereof, against the locally licensed or registered contractor.**
- ~~(c) Any time the building official or his assistants shall ascertain any of the grounds for revocation or suspension may exist or there is filed with the board of examiners the complaint of any person alleging the existence of any such grounds, it shall be his or their duty to make a full, fact-gathering investigation and file with the board of examiners a written report thereof, together with a statement as to the existence of probable cause for suspension or revocation, and if the board ascertains that such probable cause exists, the board shall conduct a hearing thereon, after notice.~~
- ~~(d) At any time the report of the building official or his assistants shall show the existence of probable cause for suspension or revocation, the building official or his assistants shall serve upon the alleged violator a notice of the alleged grounds for suspension or revocation and the time, date and place of a hearing before the board thereupon. The notice shall be served not less than ten (10) nor more than thirty (30) days prior to such hearing. The alleged violator shall have the right to appear at the hearing, be represented by counsel, produce evidence and cross-examine witnesses. A record shall be kept of the hearing.~~
- ~~(e) Each case before the examining board shall be presented by the building official or his designee. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall govern the proceedings. Any relevant evidence shall be admitted if the board finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. The board may take testimony from the general building inspector and the alleged violator. Each party shall have the right to call and examine witnesses, to introduce exhibits; to cross-examine opposing~~

witnesses on any matter relevant to the issues; to impeach any witness; and rebut the evidence against him.

- ~~(f) The board shall make findings of facts based on evidence of record. The fact finding determination of the board shall be limited to whether the violation alleged did occur, and if so, whether the person named in the notice is responsible for that violation. If, after the hearing, the board of examiners shall determine that one (1) or more of the noticed grounds for suspension or revocation exist, it shall enter a written order signed by the chairman suspending or revoking the certificate of competency of the violator. Such order shall, at a minimum, contain the following:~~
- ~~(1) A clear statement of the violations charged;~~
 - ~~(2) A clear statement of the factual basis for the charges;~~
 - ~~(3) Evidence that the violator was given notice of the charges, and of an opportunity to appear and present evidence and testimony regarding the charges;~~
 - ~~(4) Findings of fact made by the board of examiners;~~
 - ~~(5) Conclusions of law which demonstrate that the facts alleged constitute violations of **Chapter 489 or 455, Florida Statutes**, Sections 489.129 or 455.227 Florida Statutes (2015) or of this section.~~
 - ~~(6) A statement of the penalty imposed against the violator's certificate of competency.~~
 - ~~(7) A recommendation to the Construction Industry Licensing Board for action to be taken against the state registration.~~
 - ~~(8) A clear statement informing the violator of the right to appeal the action against his or her certificate of competency, and of the right of the violator to challenge the recommendation to the Construction Industry Licensing Board.~~
- ~~(g) (c)~~ Any order suspending or revoking a certificate of competency may also assess against such violator 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) (d)~~ A copy of such order shall be forwarded to the Construction Industry Licensing Board **and shall include a recommended penalty for board action. This recommended penalty may include a recommendation for no further action, or a recommendation for suspension, revocation, or restriction of the registration, or a fine to be levied by the board, or a combination thereof.**
- ~~(i) (e)~~ After such a revocation, a new certificate of competency may not be issued to any such violator for a period of up to one (1) year, at the discretion of the ~~board of examiners~~ **Examining Board.**
- ~~(j) (f)~~ After such a revocation **or suspension**, a new certificate of competency shall be issued only after the applicant passes the required examination and all investigative and legal costs assessed against the violator plus interest are paid in full.
- ~~(k) (g)~~ 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 are

~~paid in full. In~~ in the event any certificate of competency remains suspended for more than 365 days for failure to pay outstanding costs, it shall be deemed revoked on day 366 and a new certificate shall be issued only after the applicant passes the required examination and all investigative and legal costs assessed against the violator plus interest are paid in full.

Sec. 8-53. Denial, revocation, or suspension of permits for certified contractors.

- (a) The Examining Board may deny, suspend, or revoke the authority of a certified contractor to obtain a building permit or limit such authority to obtaining a permit or permits with specific conditions, if the Board has found such contractor, through the public hearing process, to be guilty of fraud or a willful building code violation within the City, or if the Board has proof that such contractor, through the public hearing process, has been found guilty in another county or municipality within the past 12 months, of fraud or a willful building code violation and finds, after providing notice of an opportunity to be heard to the contractor, that such fraud or violation would have been fraud or a violation if committed in the City. Notification of and information concerning such permit denial shall be submitted to the Department of Business and Professional Regulation within 15 days after the Board decides to deny the permit.**
- (c) The City may also deny issuance of, or may suspend, any outstanding building permit where a contractor fails or refuses to provide proof of public liability and property damage insurance coverage as required by s. 489.115(5) and workers' compensation insurance coverage as required by s. 489.114.**
- (d) The City shall issue a notice of noncompliance as its first response to a minor violation of a regulatory law in any instance in which it is reasonable to assume that the violator was unaware of such a law or unclear as to how to comply with it. A violation of a regulatory law is a "minor violation" if it does not result in economic or physical harm to a person or adversely affect the public health, safety, or welfare or create a significant threat of such harm. A "notice of noncompliance" is a notification by the City charged with enforcing the ordinance, which is issued to the licensee that is subject to the ordinance. A notice of noncompliance will not be accompanied by a fine or other disciplinary penalty. The notice shall identify the specific ordinance that is being violated, provide information on how to comply with the ordinance, and specify a reasonable time for the violator to comply with the ordinance. Failure of a licensee to take action correcting the violation within a set period of time would then result in the institution of further disciplinary proceedings.**
- (e) If a certified contractor engages in any violation of section 8-52, the Examining Board reserves the right to conduct an evidentiary hearing through the procedures set forth in section 8-43 with notice and opportunity to be heard by the contractor, and to send its findings to the Department of Business and Professional Regulation for further investigation or action.**

~~Sec. 8-53. Appeals.~~

~~Any person aggrieved by the action of the board of examiners in refusing to grant a certificate of competency issued pursuant hereto or in suspending or revoking any certificate of competency issued pursuant hereto, may appeal to the Construction Industry Licensing Board. Any such appeal shall be filed within sixty (60) days from the date of issuance of the examining boards' recommended penalty to the Construction Industry Licensing Board. Failure to challenge the examining board's recommended penalty within the time period set forth in this section shall constitute a waiver of the right to a hearing before the Construction Industry Licensing Board, and shall be deemed an admission of the violation.~~

SECTION 4. From and after the effective date of this ordinance, Chapter 8, Article IV, Sections 8-75.1 through 8-75.7 of the Panama City Beach Code of Ordinances are REPEALED. Chapter 8, Article IV, Section 8-71 is REPEALED and REPLACED with the following: (new text **bold and underlined**):

Sec. 8-71. Definitions.

The words and phrases used in this Chapter shall have the meanings respectively ascribed to them in Chapter 489, Florida Statutes, and as stated herein. In the event of conflict between these definitions and Chapter 489, state law shall prevail.

Contractor means the person who is qualified for, and is only responsible for, the project contracted for and means, except as exempted in this part, the person who, for compensation, undertakes to, submits a bid to, or does himself or herself or by others construct, repair, alter, remodel, add to, demolish, subtract from, or improve any building or structure, including related improvements to real estate, for others or for resale to others; and whose job scope is substantially similar to the job scope described in one of the paragraphs of section 489.105, Florida Statutes.

General contractor means a contractor whose services are unlimited as to the type of work which he or she may do, who may contract for any activity requiring licensure under this part, and who may perform any work requiring licensure under this part, except as otherwise expressly provided in section 489.113, Florida Statutes.

Building contractor means a contractor whose services are limited to construction of commercial buildings and single-dwelling or multiple-dwelling residential buildings, which do not exceed three stories in height, and accessory use structures in connection therewith, or a contractor whose services are limited to remodeling, repair, or improvement of any size building if the services do not affect the structural members of the building.

Residential contractor means a contractor whose services are limited to construction, remodeling, repair, or improvement of one-family, two-family, or three-family residences not exceeding two habitable stories above no more than one uninhabitable story, and accessory use structures in connection therewith.

Contracting means, except as exempted in this part, engaging in business as a contractor and includes, but is not limited to, performance of any of the acts which define types of contractors. The attempted sale of contracting services, and the negotiation or bid for a

contract on these services also constitutes contracting. If the services offered require licensure or agent qualification, the offering, negotiation for a bid, or attempted sale of these services requires the corresponding licensure. However, the term “contracting” shall not extend to an individual, partnership, corporation, trust, or other legal entity that offers to sell, or sells completed residences on property on which the individual or business entity has any legal or equitable interest, or to the individual or business entity that offers to sell or sells manufactured or factory-built buildings that will be completed on site, on property on which either party to a contract has any legal or equitable interest, if the services of a qualified contractor certified or registered pursuant to the requirements of this chapter have been, or will be, retained for the purpose of constructing or completing such residences.

Certified contractor means any contractor who possesses a certificate of competency issued by the Department of Business and Professional Regulation and who is allowed to contract in the City without being required to fulfill the competency requirements of the City.

Registered contractor means any contractor who is required to fulfill the competency requirements of the City and obtain a valid Certificate of Competency to engage in contracting within the City.

Sign contractor means a contractor whose services are limited to the creation, installation, or application of a non-electrical sign onto any building or structure

SECTION 5. From and after the effective date of this ordinance, Chapter 8, Article IV of the Panama City Beach Code of Ordinances is further amended to read as follows (new text **bold and underlined**, deleted text struck through):

...

Sec. 8-72. Engaging in illegal contracting prohibited. ~~work without certificate of competency prohibited.~~

- (a) **Unless otherwise exempt, it** ~~It shall be unlawful for any person to engage in any form of construction work~~ **or contracting** ~~as a contractor~~ **without complying with all state and local regulations, including obtaining any required license, certificate, or registration. The City may issue a cease-and-desist order to prohibit any person from engaging in the business of contracting who does not hold the required certification or registration for the work being performed.** ~~without a valid certificate of competency as a building, general, residential, sign or specialty contractor.~~
- (b) ~~It shall be unlawful for any person to work in the city as an electrical contractor without obtaining a valid master electrician's certificate of competency himself, or without having someone in his employ who possesses such valid certificate of competency.~~
- (c) ~~It shall be unlawful for any person to work in the city as a journeyman electrician without obtaining a valid journeyman electrician's certificate of competency.~~

- ~~(d) It shall be unlawful for any person to work in the city as a plumbing contractor without obtaining a valid master plumber's certificate of competency himself, or without having someone in his employ who possesses such valid certificate.~~
- ~~(e) It shall be unlawful for any person to work in the city as a journeyman plumber without obtaining a valid journeyman plumber's certificate of competency.~~
- ~~(f) It shall be unlawful for any person to work in the city as a gas contractor without obtaining a valid master gas fitter's certificate of competency himself, or without having someone in his employ who possesses such valid certificate.~~
- ~~(g) It shall be unlawful for any person to work in the city as a journeyman gas fitter without obtaining a valid journeyman gas fitter's certificate of competency.~~
- ~~(h) It shall be unlawful for any person to work in the city as an air conditioning contractor without obtaining a valid master air conditioning mechanic's certificate of competency himself, or without having someone in his employ who possesses such valid certificate.~~
- ~~(i) It shall be unlawful for any person to work in the city as a journeyman air conditioning mechanic without obtaining a valid journeyman air conditioning mechanic's certificate of competency.~~

Sec. 8-73. Exemption from certification requirements for homeowners.

The certification requirements of this chapter shall not apply to a homeowner or prevent him from performing any work regulated by this chapter, provided the **homeowner is exempted from licensure under Chapter 489, Florida Statutes, the property is owned by the homeowner and not by a trust or incorporated entity,** ~~work is done by the homeowner~~ **the homeowner is acting as their own contractor and providing direct, onsite supervision themselves of all work not performed by licensed contractors,** and **the property and improvement is used exclusively by him the homeowner or his family.** The privilege extended to a homeowner herein does not convey any right to violate any provisions of this chapter nor shall it be construed as exempting any such homeowner from demonstrating basic knowledge of the work to be performed by successfully completing a written examination as provided in this chapter, or from obtaining a permit or paying the required fees therefor. **Proof of the sale or lease, or offering for sale or lease, of any such structure by the owner-builder within one (1) year after completion of same creates a presumption that the construction was undertaken for purposes of sale or lease and not exempted from licensure requirements.**

Sec. 8-74. Requirements for obtaining certificate of competency and engaging in contracting within the City.

- (1) No **registered** contractor shall be issued a certificate of competency by the **Building Official** until such person shall file an application therefor and:
 - (a) ~~Shall pay one (1) of the following charges:~~ **Pay a registration fee determined by resolution of the City Council, and provide proof of payment of all applicable local business taxes under Chapter 14 of the City Code, or proof of payment of a business tax for the current year to the county or municipality in the state where the person's permanent business location or branch office is maintained;**

1. ~~If the contractor maintains a permanent business location or branch office within the city or transacts any business in interstate commerce and is not exempted from license taxation by Art. I, § 8, U.S. Const., he shall pay the appropriate occupational license tax for his class of contractors, as set forth in section 14-29(71) plus a registration fee of fifty dollars (\$50.00); or~~
2. ~~If the contractor is not subject to the payment of occupational license tax under subsection (a)1., he shall pay only the registration fee of fifty dollars (\$50.00);~~
- (b) ~~Shall furnish the city with~~ **Provide evidence of** a bond which meets the requirements of section ~~8-77~~ **8-76**; and
- (c) **Provide proof of current public liability and property damage insurance coverage in the amount required by Florida Administrative Code Rule 61G4-15.003, as amended from time to time, and workers' compensation insurance coverage, unless otherwise exempt, in a form acceptable to the Building Official; and**
- (d) **Provide evidence of passing an exam that the Department of Business and Professional Regulation will accept to issue a state registered license, which examination shall demonstrate whether the applicant is qualified to work at the level for which he has applied. If the examination occurred more than four (4) years before the filing of the application for a certificate of competency, the applicant must also demonstrate to the Board an acceptable level of expertise by interview. In conducting the interview, the Board shall consider at a minimum the following:**
 - (i) **The applicant's length and extent of service in the trade;**
 - (ii) **Whether the applicant has been continuously engaged in the trade since his examination;**
 - (iii) **The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and**
 - (iv) **The applicant's knowledge of relevant codes, especially changes in such codes since his examination.**
- (e) **For sign contractors only, if no state registration or examination exists, the applicant must demonstrate to the board an acceptable level of expertise by interview. In conducting such an interview, the board shall consider at a minimum the following:**
 - (i) **The applicant must have been actively engaged as a sign contractor for a period of four (4) consecutive years immediately preceding the filing of the application for a Certificate of Competency;**
 - (ii) **The applicant's overall length and extent of service in the trade;**
 - (iii) **The amount and nature of work in the trade performed by the applicant; and**
 - (iv) **The applicant's knowledge of accepted trade practices.**
- (2) **No certified contractor shall be issued a building permit by the Building Official until such person shall file an application therefor and:**
 - (a) **Provide evidence of holding a current state certificate;**

- (b) Provide proof of payment of all applicable local business taxes under Chapter 14 of the City Code, or proof of payment of a business tax for the current year to the county or municipality in the state where the person's permanent business location or branch office is maintained;
- (c) Pay all fees for the building permit; and
- (d) Provide proof of current public liability and property damage insurance coverage in the amount required by Florida Administrative Code Rule 61G4-15.003, as amended from time to time, and workers' compensation insurance coverage, unless otherwise exempt, in a form acceptable to the Building Official.
- (3) For all other state licensed persons or entities engaging in contracting work within the City, including but not limited to, liquified petroleum gas qualifiers under Chapter 527, Florida Statutes, fire systems contractors under Chapter 633, Florida Statutes, and mobile home installers under Chapter 320, Florida Statutes, no such contractors shall be issued a building permit by the Building Official until such person shall file an application therefor and:
 - (a) Provide evidence of holding a current state license;
 - (b) Provide proof of payment of all applicable local business taxes under Chapter 14 of the City Code, or proof of payment of a business tax for the current year to the county or municipality in the state where the person's permanent business location or branch office is maintained;
 - (c) Pay all fees for the building permit; and
 - (d) Provide proof of insurance coverage in the amounts required by state law.
- (4) A contractor must employ a person who is state certified by the Department of Business or Professional Regulation, locally registered by the City in the required field, or otherwise licensed by the State of Florida to engage in contracting within the City, unless otherwise exempted.
- ~~(2) With respect to a building, general or residential contractor, is or has in his employ one of the following:~~
 - ~~a. A person who is a state certified building, general or residential contractor, as appropriate;~~
 - ~~b. A person who is a state registered building, general or residential contractor, as appropriate, and who has successfully completed the written examination for his particular field required by section 8-75.1 within four (4) years preceding the filing of the application for a Certificate of Competency; or~~
 - ~~c. A person who is a state registered building, general or residential contractor, as appropriate, and who has successfully completed the written examination for his particular field required by section 8-75.1 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:~~

- ~~(i) The applicant's length and extent of service in the trade;~~
 - ~~(ii) Whether the applicant has been continuously engaged in the trade since his examination;~~
 - ~~(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and~~
 - ~~(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.~~
- ~~(3) With respect to a sign contractor only, is or has in his employ one (1) of the following:~~
 - ~~a. A person who is a state registered sign contractor, if such registration is available, and who has successfully completed the written examination for his particular field required by section 8-75.2 within four (4) years preceding the filing of the application for a Certificate of Competency; or~~
 - ~~b. A person who has been actively engaged as a sign contractor within the City for a period of four (4) consecutive years immediately preceding the filing of the application for a Certificate of Competency. For certification under this part, applicant must provide demonstrable evidence of continuous employment as a sign contractor.~~
- ~~(4) With respect to a specialty contractor only, is or has in his employ one (1) of the following:~~
 - ~~a. A person who is a state registered contractor in the specialty for which a Certificate of Competency is sought, if such state registration is available, and whose has successfully completed the written examination for his particular field required by section 8-75.3 within four (4) years preceding the filing of the application for a Certificate of Competency; or~~
 - ~~b. A person who has been actively engaged as a specialty contractor within the City for a period of four (4) consecutive years immediately preceding filing of an application for a certificate of competency and who demonstrates to the Board an acceptable level of expertise by interview or other examination.~~
- ~~(5) With respect to an electrical contractor only, is or has in his employ one (1) of the following:~~
 - ~~a. A person who is a state-certified electrical contractor;~~
 - ~~b. A person who is a state registered electrical contractor and who has successfully completed the written examination for master electrician's certificate of competency required by section 8-75.4 within four (4) years preceding the filing of the application for a certificate of competency; or~~
 - ~~c. A person who is a state registered electrical contractor* and who has successfully completed the written examination required by section 8-75.4 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:~~
 - ~~(i) The applicant's length and extent of service in the trade;~~

- ~~(ii) Whether the applicant has been continuously engaged in the trade since his examination;~~
 - ~~(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and~~
 - ~~(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.~~
- ~~(6) With respect to a plumbing contractor only, is or has in his employ one (1) of the following:~~
 - ~~a. A person who is a state certified plumbing contractor;~~
 - ~~b. A person who is a state registered plumbing contractor and who has successfully completed the written examination for master plumber's certificate of competency required by section 8-75.5 within four (4) years preceding the filing of the application for a certificate of competency; or~~
 - ~~c. A person who is a state registered plumbing contractor and who has successfully completed the written examination required by section 8-75.5 more than four (4) years preceding the filing of the application for a Certificate of Competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:~~
 - ~~(i) The applicant's length and extent of service in the trade;~~
 - ~~(ii) Whether the applicant has been continuously engaged in the trade since his examination;~~
 - ~~(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and~~
 - ~~(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.~~
- ~~(7) With respect to a gas contractor or master gas fitter, is or has in his employ one (1) of the following:~~
 - ~~a. A person holding a valid state license to install liquefied petroleum gas piping and appliances, pursuant to F.S. Ch. 527;~~
 - ~~b. A person who has successfully completed the examination for a master gas fitter's construction certificate of competency required by section 8-75.6 within four (4) years preceding the filing of the application for a certificate of competency; or~~
 - ~~c. A person who has successfully completed the examination for a master gas fitter's construction certificate of competency required by section 8-75.6 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:~~
 - ~~(i) The applicant's length and extent of service in the trade;~~

- ~~(ii) Whether the applicant has been continuously engaged in the trade since his examination;~~
 - ~~(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and~~
 - ~~(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.~~
- ~~(8) With respect to a [master] air conditioning mechanic, is or has in his employ one (1) of the following:~~
- ~~a. A person who is a state certified air conditioning contractor;~~
 - ~~b. A person who is a state registered air conditioning contractor* and who has successfully completed the written examination for master air conditioning mechanic required by section 8-319 within four (4) years preceding the filing of the application for a certificate of competency; or~~
 - ~~c. A person who is a state registered air conditioning contractor and who has successfully completed the written examination required by section 8-75.7 more than four (4) years preceding the filing of the application for a certificate of competency and who demonstrates to the board an acceptable level of expertise by interview or supplemental examination. In conducting such an interview or preparing such examination, the board shall consider at a minimum the following:~~
 - ~~(i) The applicant's length and extent of service in the trade;~~
 - ~~(ii) Whether the applicant has been continuously engaged in the trade since his examination;~~
 - ~~(iii) The amount and nature of work in the trade performed by the applicant during the two (2) years immediately preceding his application; and~~
 - ~~(iv) The applicant's knowledge of relevant codes, especially changes in such codes since his examination.~~

Sec. ~~8-76~~ 8-75. Expiration and renewal of certificate of competency.

- ~~(a) All newly issued certificates of competency shall expire on September 30 next following the one-year anniversary of the date of issuance. Certificates shall then be renewed for two-year terms. Renewal fees shall be set by resolution of the City Council. To obtain a renewed certificate of competency, the applicant will be required to demonstrate continued compliance with section 8-74 and pay the required fee. If a certificate holder fails to timely renew within two years of expiration, the Building Official may issue a renewed certificate upon a showing of compliance with section 8-74 during the period of lapse, and for the prospective year, and upon payment of all outstanding fees. Otherwise, the applicant must submit a new application and may face penalties for noncompliance with this section.~~

- ~~(b) Any holder of a certificate of competency shall be entitled, during the month of September, to a renewal certificate for the next two (2) succeeding years upon payment to the building official of a renewal fee of fifty dollars (\$50.00).~~
- ~~(c) Any holder of a certificate of competency which has expired solely for failure to renew may obtain a replacement certificate at any time within two (2) years after expiration thereof upon payment to the building official of a replacement fee of fifty dollars (\$50.00) per year of being in arrears. After two (2) years but no longer than four (4) years, any holder of a certificate which has expired solely for failure to renew may obtain at the City's discretion a replacement certificate upon payment to the building official of a replacement fee of fifty dollars (\$50.00) per year of being in arrears.~~

Sec. ~~8-77~~ 8-76. Bond.

- (a) Before obtaining a certificate of competency or a renewal thereof, the applicant shall execute a bond in the sum of five thousand dollars (\$5,000.00) with a responsible surety company authorized to do business in the state, conditioned to protect the city or the owner of premises against all loss or damage occasioned by the negligence of the principal therein failing to promptly execute and protect all work done by such principal or his employees or under his direction or supervision, and from all damage occasioned by or arising in any manner from any such work done by him or his employees or under his direction or supervision, which is not caused by the negligence of the city, its agent, or employees, and conditioned further, that the principal therein will keep and observe all provisions of this Code and other ordinances at any time enacted by the city relating in any way to construction work.
- (b) The bond required by this section shall be approved by the ~~City Clerk~~ **Building Official** before the same becomes effective, and may be sued on by the City, and in cases of the owners of premises damaged by any such work, the owners shall be authorized to bring suit in any court of competent jurisdiction in the name of the City, for their use and benefit; provided, however, that in any action by the owners of the premises damaged, the same shall not involve the City to any expense whatsoever.
- (c) The bond required by this section shall **have a minimum effective period of one year from issuance.** ~~expire on September 30 next following the one year anniversary of the date of issuance.~~

Sec. ~~8-78~~ 8-77. - Misrepresentations; allowing fraudulent use of name.

No person engaged in the construction business in the City shall allow his name to be used by any other person, directly or indirectly, either to obtain a permit, or for the construction of any work under his certificate, or shall make any misrepresentation or omission with intent to violate the purposes of this article.

Secs. ~~8-79~~ 8-78—8-99 - Reserved.

SECTION 6. From and after the effective date of this ordinance, Chapter 8, Article VI, Section 8-103 and 8-104 of the Panama City Beach Code of Ordinances are REPEALED. Chapter 8, Article VI of the Panama City Beach Code of Ordinances is further amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

...

Secs. ~~8-105~~ 8-103—8-114. - Reserved.

SECTION 7. From and after the effective date of this ordinance, Chapter 8, Article VII, Sections 8-115.1 through 8-119 and 8-123 of the Panama City Beach Code of Ordinances are REPEALED. Chapter 8, Article VII, Division 1 of the Panama City Beach Code of Ordinances is further amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 8-115. Adoption of Florida Building Code.

- (a) The Florida Building Code, as adopted by the Florida Building Commission, is hereby adopted by reference and in full, as if set out at length herein, except as hereinafter amended, modified, or deleted, as the building code of the City. **This includes and is not limited to adoption of the National Electrical Code, Florida Building Code for Plumbing, Gas, and Mechanical, and American Forest and Paper Association Wood Frame Construction Manual.**
- (b) The construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached thereto located within the corporate limits of the City, shall conform to the requirements of the building code adopted in subsection (a).

Secs. ~~8-124~~ 8-116—8-129. - Reserved.

SECTION 8. From and after the effective date of this ordinance, Chapter 8, Article VII, Section 8-135 of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 8-135. Reference.

Assistance in determining the design parameters and methodologies necessary to comply with the requirements of this chapter may be obtained from the **most current publications and treatises issued by reputable sources, including, but not limited to:**

Shore Protection Manual, U.S. Army Corps of Engineers, ~~4th edition.~~

U.S. Department of Army, Coastal Engineering Research Center's Technical Papers and Reports.

Florida Department of Natural Resources, Division of Beaches and Shores Technical and Design Memoranda.

Naval Facilities Engineering Command Design Manual, NAVFAC DM-26. U.S. Department of the Navy.

Coastal Construction Manual, Federal Emergency Management Agency., February, 1986. (Please ~~egengnote that the wind design section is based upon the 1982 edition of the Standard Building Code with the 1984 accumulated amendments and not the 1985 edition of the Standard Building Code with the 1986 revisions as required by Section 161.55(1)(d), Florida Statutes.~~)

SECTION 9. From and after the effective date of this ordinance, Chapter 8, Article VII, Division 4 of the Panama City Beach Code of Ordinances is created to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

DIVISION 4. – FLOOD HAZARD AREAS

Sec. 8-179. Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas.

For applications for reconstruction, rehabilitation, repair, alteration, addition, or other improvement of existing buildings or structures located in flood hazard areas, the Building Official shall determine if the proposed work constitutes substantial improvement, or repair of substantial damage using published guidance from the Federal Emergency Management Agency and other provisions of this Code or the City's Land Development Code. Where the Building Official determines that the proposed work constitutes substantial improvement, or repair of substantial damage, and where required by this code, the Building Official shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

SECTION 10. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of the City of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 11. 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 12. SCRIVENER'S ERRORS. It is the intention of the City Council, 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 Clerk of Courts.

SECTION 13. 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 14. MODIFICATIONS. It is the intent of the City of Panama City Beach 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 Council.

SECTION 15. 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 16. EFFECTIVE DATE. 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 _____ 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

Posted on pcbfl.gov on the ____ day of ____, 2024.

Posted on publicnoticesbaycountyfl.gov on the ____ day of ____, 2024.

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 8 OF THE CITY'S CODE OF ORDINANCES RELATED TO BUILDINGS AND BUILDING REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, SCRIVENER'S ERRORS, LIBERAL INTERPRETATION, MODIFICATIONS, AND CODIFICATION; 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 law¹ 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):

The purpose of this ordinance is to amend Chapter 8 for public safety and welfare by clarifying certain duties of contractors in accordance with state law, remove conflicting portions of local law with state law, and otherwise simplify and conform local law to the best practices of the Building Department.

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;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a) None. (b) The City Council is authorized to adopt a fee schedule relating to Chapter 8 for any changes. This will be considered at the second reading. (c) Regulatory costs are not expected to change. Estimated revenues from fees are not expected to change.

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

Contractors may be impacted by this ordinance through revisions to the fee table relating to Chapter 8. The total number is unknown as it can include both local and foreign businesses.

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



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Scott Passmore, Community Redevelopment Agency

2. MEETING DATE:
January 25, 2024

3. REQUESTED MOTION/ACTION:

Authorize the City Manager to approve Task Order #2024-02 with Dewberry Engineers, Inc. for retaining wall design and permitting, lighting plan modifications at City request, utility work schedule preparation, and other miscellaneous changes to the plans for the Front Beach Road Segment 4.2 project in the amount of \$341,588.00.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

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

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Transportation
Public Safety
Quality of Life

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

This request incorporates several requested changes to the current Segment 4.2 project plans as follows:

- 1) Compensate Engineer for preparation of additional parcel sketches and descriptions that are required to support the land acquisition for the Segment 4.2 project.
- 2) Compensate Engineer for retaining wall design, permitting and Coastal Construction Control Line (CCCL) coordination for a variable height retaining wall adjacent to property owned by Bid-A-Wee Beach Park, Inc., on the south side of Front Beach Road between Nautilus Street and Crane Street. The placement of a retaining wall avoids the need for property acquisition outside the existing public right-of-way and minimizes impacts to existing sand dunes on the property.
- 3) Modify lighting plans to accommodate FPL owned and maintained fixtures within the corridor. This change will result in significant long-term maintenance cost savings for the City, and is requested by the Public Works Department.
- 4) Compensate Engineer to prepare Utility Work Schedules (consistent with FDOT utility coordination process), and perform additional coordination with the existing utility companies within the project corridor to improve commitments from these utility companies to meet relocation requirements and scheduled timeframes.
- 5) Prepare two perspective renderings of the proposed retaining wall for use at project public meetings to be held in 2024.

[Res 24-76.Task Order Dewberry Engineering Seg 4.2 Project.pdf](#)
[Task Order - CRA Segment 4.2 Plan Revisions - Retaining Walls, Utility Work Schedules, Lighting Design Modifications.pdf](#)

RESOLUTION NO. 24-76

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR ENGINEERING SERVICES RELATED TO DESIGN MODIFICATIONS FOR THE FRONT BEACH ROAD SEGMENT 4.2 PROJECT IN THE AMOUNT OF \$341,588.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order #2024-02 to the Master Services Agreement for Professional Engineering Design, Survey, Permitting, and Construction Administration Services for Front Beach Road Community Redevelopment Plan Project, between the City and Dewberry Engineers, Inc., dated June 28, 2018, related to design modifications for the Front Beach Road Segment 4.2 Project, in the basic amount of Three Hundred Forty-One Thousand, Five Hundred Eighty-Eight Dollars and No Cents (\$341,588.00), 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, APPROVED, AND ADOPTED in regular session this ____ day of January 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

**CITY OF PANAMA CITY BEACH
MASTER SERVICES AGREEMENT
Professional Engineering Design, Survey, Permitting Services for Front Beach Road
Community Redevelopment Plan Project**

TASK ORDER 2024-02

This Task Order is for the purpose of Dewberry Engineers, Inc. as the Engineer to provide professional services for the **Community Redevelopment Plan Project Segment 4.2 Front Beach Road (East of Hills Road to Hutchison Boulevard)** to the City of Panama City Beach (City) acting by and through its Council. This scope of services is to provide design, analysis, plans preparation, and coordination services specific to requested property acquisitions, roadway revisions, street lighting revisions, and utility coordination. The scope of services for the retaining wall surveying, testing, design, and permitting is specific to the requested retaining wall in the Bid A Wee Beach area of the project.

SCOPE OF SERVICES AND FEE SCHEDULE

1.0 PROJECT MANAGEMENT & COORDINATION - \$28,100

Due to unforeseen project delays, additional project management & coordination is being requested for the CRA Segment 4.2 project

- 1.1. Provide project oversight and coordination between the design team, City of Panama City Beach as needed.
- 1.2. Coordination with design team and sub consultants throughout the project
- 1.3. Provide monthly updates to City staff to discuss milestone reviews and project updates
- 1.4. Provide coordination and assist in public outreach with City staff throughout the design phase

2.0 PROPERTY ACQUISITION COORDINATION - \$55,579

- 2.1. Coordination with property acquisition team and sub consultants throughout the project.
- 2.2. Parcel Sketch of Descriptions

3.0 SURVEY - \$12,700

- 3.1. Dewberry shall perform all office and field work for the purpose of performing a Boundary and Topographic Survey of Bay County Parcel ID No. 34498-000-000 and 33768-001-000 to meet the requirements of the FDEP - Rules and Procedures for Coastal Construction and Excavation, Chapter 62B-33.0081.

4.0 STRUCTURAL ENGINEERING - \$52,923

- 4.1. Work to be performed by Dewberry includes design of 2,150 linear feet retaining wall (6' max. exposed height) and design of sidewalks that incorporate a retaining wall (under 2' exposed height).

5.0 SEAWALL COASTAL DESIGN AND PERMITTING SUPPORT - \$16,278

- 5.1. Site assessment with photo documentation for a FDEP CCCL permit application.

- 5.2. In person consultation with FDEP CCCL permit staff in Tallahassee to understand any unique requirements for this project. Needs for special turtle lighting will be determined.
- 5.3. Coordination with city public works department and community concurrence of seawall.
- 5.4. Development of seawall coastal engineering design criteria addressing surge, wave, and erosion conditions and erosion protection
- 5.5. Preparation and submittal of a CCCL permit application with responses to three or less requests for additional information

6.0 GEOTECHNICAL - \$23,990

Geotechnical Services – (Southern Earth Sciences, Inc.)

- 6.1. Dewberry will coordinate geotechnical services required to design of the retaining wall along Bid-A-Wee Beach

7.0 ROADWAY - \$21,237

- 7.1. Dewberry will perform additional Roadway Analysis for the incorporation of retaining walls through narrow right of way corridors and along the Bid A Wee Beach area.
- 7.2. Dewberry will modify Roadway Plans for the incorporation of retaining walls through narrow right of way corridors and along the Bid A Wee Beach area.

8.0 LIGHTING PLAN REVISIONS - \$69,970

Per city request to revise the 100% lighting plans for coordination with FP&L standard lighting.

- 8.1. Revise Lighting Analysis. (Gortemoller Engineering)
 - Prepare revised calculations for the redesign of the corridor lighting, midblock cross walk lighting, and intersection lighting.
 - Prepare updated lighting report with revised design calculations and luminaire.
 - Prepare revised quantities for lighting.
 - Prepare revised cost estimate for lighting.
 - Prepare revised Technical/Modified Special Provisions for redesigned system.
- 8.2. Revised Lighting Plans. (Gortemoller Engineering)
 - Tabulation of Quantities
 - Pole Data Table
 - Plan Sheets

9.0 ADDITIONAL UTILITY COORDINATION - \$54,561

- 9.1. Utility Work Schedules. (Gortemoller Engineering)
- 9.2. Utility electrical and communication service information sheets. (Gortemoller Engineering)
- 9.3. Utility Coordination

9.0 RENDERINGS - \$6,250

- 9.1. Produce 2 renderings of the Bid A Wee Beach area of Front Beach Road to demonstrate the street scape view and beach view of the proposed retaining wall along the south side of Front Beach Road right-of-way through the Bid A Wee Beach area.

FEE ESTIMATE

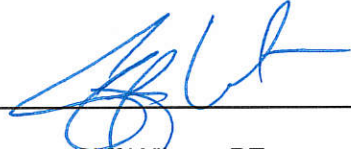
Professional Services Fees

\$341,588.00

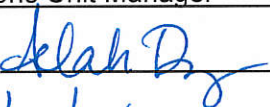
IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

Dewberry Engineers Inc.
203 Aberdeen Parkway
Panama City, Florida 32405

CITY OF PANAMA CITY BEACH, FLORIDA
110 S. Arnold Road
Panama City Beach, Florida 32413

By: 
Name: Cliff Wilson, PE.

Title: Senior Vice President,
Operations Unit Manager

Witnessed: 
Date: 1/18/24

By: _____
Name: Drew Whitman

Title: City Manager

Witnessed: _____
Date: _____



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Scott Passmore, Community Redevelopment Agency

2. MEETING DATE:
January 25, 2024

3. REQUESTED MOTION/ACTION:

Authorize the City Manager to approve Task Order #2024-01 with Dewberry Engineers, Inc. for additional parcel sketch/descriptions and coordination, driveway and crosswalk modifications, lighting plan modifications at City request, utility work schedule preparation, and other miscellaneous changes to plans for the Front Beach Road Segment 4.1 project in the amount of \$188,678.00.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

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

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Transportation
Public Safety
Quality of Life

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

This request incorporates several changes to the current Segment 4.1 project plans as follows:

- 1) Compensate Engineer for preparation of additional parcel sketches and descriptions that are required to support the land acquisition for Segment 4.1 project.
- 2) Revise completed roadway plans to accommodate an additional lighted and marked pedestrian crosswalk near Shuckum's Restaurant and Ambassador Condominium, to facilitate safe pedestrian movement to an existing beach access easement for the Shuckum's Restaurant property. This change also accommodates driveway location changes and access modifications due to ongoing development applications within the project corridor as required prior to bidding.
- 3) Modify lighting plans to accommodate FPL owned and maintained light fixtures within the corridor. This change will result in significant long-term maintenance cost savings for the City and is requested by the Public Works Department.
- 4) Compensate Engineer to prepare Utility Work Schedules (consistent with FDOT utility coordination process), and perform additional coordination with the existing utility companies within the project corridor to improve commitments from these utility companies to meet relocation requirements and scheduled timeframes.

Res 24-77.Task Order Dewberry Engineering Seg 4.1 Project.pdf
Task Order - CRA Segment 4.1 Plan Revisions - Driveway and Crosswalk Modifications, Utility
Work Schedules, Lighting Design Modifications.pdf

RESOLUTION NO. 24-77

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR ENGINEERING SERVICES RELATED TO DESIGN MODIFICATIONS FOR THE FRONT BEACH ROAD SEGMENT 4.1 PROJECT IN THE AMOUNT OF \$188,678.00.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order #2024-01 to the Master Services Agreement for Professional Engineering Design, Survey, Permitting, and Construction Administration Services for Front Beach Road Community Redevelopment Plan Project, between the City and Dewberry Engineers, Inc., dated June 28, 2018, related to design modifications for the Front Beach Road Segment 4.1 Project, in the basic amount of One Hundred Eighty-Eight Thousand, Six Hundred Seventy-Eight Dollars and No Cents (\$188,678.00), 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, APPROVED AND ADOPTED in regular session this ____ day of January 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

**CITY OF PANAMA CITY BEACH
MASTER SERVICES AGREEMENT
Professional Engineering Design, Survey, Permitting Services for Front Beach Road
Community Redevelopment Plan Project**

TASK ORDER 2024-01

This Task Order is for the purpose of Dewberry Engineers Inc. as the Engineer to provide professional services for the **Community Redevelopment Plan Project (Segment 4.1 Front Beach Road from Lullwater Drive to Hills Road)** to the City of Panama City Beach (City) acting by and through its Council. This scope of services is to provide design, analysis, plans preparation, and coordination services specific to requested property acquisitions, roadway revisions street lighting revisions, and utility coordination.

SCOPE OF SERVICES AND FEE SCHEDULE

1.0 PROPERTY ACQUISITION COORDINATION - \$35,522

- 1.1. Coordination with property acquisition team and sub consultants throughout the project.
- 1.2. Parcel Sketch of Descriptions

2.0 ROADWAY REVISIONS - \$33,791

- 2.1. Modify the Shuckems driveway and provide a pedestrian cross walk.
- 2.2. Modify pavement markings and signage for the new pedestrian crosswalk at Shuckems. (Gortemoller Engineering)
- 2.3. Revise roadway plans for new developments that have been approved for development orders since the 100% plans.
- 2.4. Modify stormwater drainage in the roadway plans for the new development driveways

3.0 LIGHTING PLAN REVISIONS - \$64,804

Per city request to revise the 100% lighting plans for coordination with FP&L standard lighting.

- 3.1 Revise Lighting Analysis. (Gortemoller Engineering)
 - 3.1.1 Prepare revised calculations for the redesign of the corridor lighting, midblock cross walk lighting, and intersection lighting.
 - 3.1.2 Prepare updated lighting report with revised design calculations and luminaire.
 - 3.1.3 Prepare revised quantities for lighting.
 - 3.1.4 Prepare revised cost estimate for lighting.
 - 3.1.5 Prepare revised Technical/Modified Special Provisions for redesigned system.
- 3.2 Revised Lighting Plans. (Gortemoller Engineering)
 - 3.2.1 Tabulation of Quantities
 - 3.2.2 Pole Data Table
 - 3.2.3 Plan Sheets

4.0 ADDITIONAL UTILITY COORDINATION - \$54,561

- 4.1. Utility Work Schedules. (Gortemoller Engineering)
- 4.2. Utility electrical and communication service information sheets. (Gortemoller Engineering)
- 4.3. Utility Coordination

FEE ESTIMATE

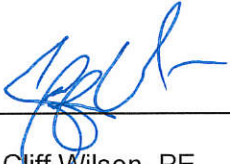
Professional Services Fees

188,678.00

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

Dewberry Engineers Inc.
203 Aberdeen Parkway
Panama City, Florida 32405

CITY OF PANAMA CITY BEACH, FLORIDA
110 S. Arnold Road
Panama City Beach, Florida 32413

By:  _____

Name: Cliff Wilson, PE.

Title: Senior Vice President,

Operations Unit Manager

Witnessed:  _____

Date: 1/18/24

By: _____

Name: Drew Whitman

Title: City Manager

Witnessed: _____

Date: _____



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Susan Goebel, Public Works

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends Council approve the new job description and corresponding 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:

Financial Health
Attractive Community
Public Safety

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

A Facilities Manager implements preventative maintenance practices, tracks issues, and performs long-term planning for maintenance of facilities. While maintenance personnel are responsible for day-to-day functions, the Facility Manager also develops maintenance strategies that minimize long-term funding expenditures. Proper maintenance will allow the City to address repairs in a timely manner with fewer resources, rather than waiting until the job is complex and high value which requires specialized contractors to do the work.

City facilities management is currently overseen by the newly created Construction Project Manager position. This position is also responsible for overseeing the City's vertical construction projects including Fire Station(FS) 31 , FS 32, Police Sub Station, Community Center Safe Room, and Police K9 Facility. The vertical construction projects are complex, multi-year projects, each at various stages of design and construction. Several of these projects require the City to follow complicated grant requirements and perform detailed reporting. The workload for the vertical projects leaves little availability to attend to the much-needed facilities management component. Furthermore, the Public Works Engineering Department has a sufficient workload to keep a Construction Manager busy for subsequent years working on streets, stormwater, and other traffic related projects and grants.

Soon after filling the Construction Project Manager position, it was identified that several City facilities are in dire need of repair, and others require a plan to keep them in suitable condition. Issues such as faulty lighting systems, indoor temperature control, roof leaks, rust/decay, etc. were patchworked and not properly repaired. As a result, minor issues have become larger, more expensive issues, and risk losing their aesthetic appearance.

The Facilities Manager's workload will be consistently busy as they engage in handling day-to-day work orders, proactively addressing issues (assessing, planning, budgeting), and managing contracts. Such work would include ensuring regular inspections of building systems (fire, electrical, plumbing), overseeing pest control, landscaping maintenance, identifying and mitigating hazards, and ensuring compliance with building codes/standards.

When equipment is properly maintained, facility owners recognize greater efficiency and savings with their energy use, as well as experience less downtime of assets and disruption to operation/occupancy/use/etc.

The attached budget amendment reflects funding for this position from the administrative department within the City's General Fund. Consistent with the Construction Project Manager position and other janitorial/maintenance staff, allocation from the administrative department to all other City funds and departments will ultimately spread the cost of this position Citywide.

Staff recommends approval of Resolution No. 24-78.

Res 24-78.Facilities Manager Job.BA14.pdf
Exh A.Facilities Manager Job Description.01.19.24.pdf
Exh B.FY 2024 BA #14.pdf

RESOLUTION NO. 24-78

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A JOB DESCRIPTION FOR A FACILITIES MANAGER AND AUTHORIZING A BUDGET AMENDMENT TO FUND THE FACILITIES MANAGER POSITION.

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

1. The creation of the Facilities Manager position for the City as more fully described in the job description **attached** hereto as Exhibit A and presented to the Council today is hereby approved.
2. The following budget amendment #14 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, as shown in and in accordance with the **attached** and incorporated Exhibit B, to fund the Facilities Manager position.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this ____ day of January 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



Facilities Manager

Public Works

JOB SUMMARY

Directs and manages all activities and operations of building and custodial maintenance, including the implementation of preventative maintenance practices, tracking issues, and performing long-term planning for maintenance of facilities. The Facility Manager develops maintenance strategies that minimize long-term funding expenditures and oversees maintenance personnel and contractors to ensure day-to-day functions are addressed.

MAJOR DUTIES

- ☐ Coordinates and manages the operational activities, programs, functions, and services for the division.
- ☐ Responsible for the building and custodial maintenance activities of all city buildings and facilities.
- ☐ Coordinates with individual City Departments to ensure their facilities needs are being met.
- ☐ Responsible for the administration of building keys and coordinating with IT on installation and repair of building access system hardware, including doors and gates to ensure building security.
- ☐ Managers, supervises, and directs the activities of assigned staff and functions; schedules employees, assigns work and monitors progress; guides, trains, and develops employees in the accomplishment of their duties and professional growth; evaluates performance.
- ☐ Ensures buildings are properly maintained, cleaned, meet ADA compliance, safe and secure.
- ☐ Directs activities to provide specific building and custodial services.
- ☐ Procures, manages/enforces contracts.
- ☐ Assesses damage, identifies preventative maintenance needs, implements repair and corrective measures.

- ☐ Establishes and maintains a work management plan.
- ☐ Implements and maintains an effective work order tracking system.
- ☐ Prioritizes work.
- ☐ Prepares and administers the division's budget by performing long-term planning and forecasting the necessary funds for staffing, materials, and supplies. Submits budget recommendations and justifications. Monitors expenditures to ensure operations stay within annual budget.
- ☐ Ensures that all work is performed in accordance with approved methods and procedures.
- ☐ Oversees and performs project management functions to include reviewing plan designs and specifications; ensures that projects are constructed and documented in accordance with the contract documents and standard practices, within budget, and on schedule.
- ☐ Creates reports on maintenance, repairs, safety, and other facilities related issues.
- ☐ Performs change order estimating and change order negotiations for approval by City Management and/or City Council.
- ☐ Coordinates and monitors schedule updates, invoices, and submittals.
- ☐ Performs preventative maintenance planning and the coordination and implementation of preventative maintenance for City facilities.
- ☐ Assists departments with special projects as needed, and coordination of services by the department or third- party contractor.
- ☐ May serve as a primary on-site contact for vendors, contractors, and service providers performing repairs or maintenance in City facilities; ensures proper permits and documentation are filed and processed.
- ☐ Assists in researching and purchasing supplies and materials as needed to accomplish repairs and maintenance of the City's facilities and equipment.
- ☐ Assists in identifying capital needs for all City facilities.
- ☐ Completes special project assignments as needed.
- ☐ May prepare agenda items, RFPs, RFQs, and other pre-bid documents, and post-bid as needed.
- ☐ Oversees building projects and renovations.

- ☐ Works closely with Project/Construction Managers to plan and construct major facilities improvements/expansions as well as identify capital needs for all City Facilities.
- ☐ Ensures the adherence to safe work practices within assigned areas.
- ☐ Receives, investigates, and resolves problems within assigned areas.
- ☐ Attends and/or conducts a variety of meetings; represents the department at meetings with other city staff and/or service providers.
- ☐ Responds to on-site inquiries from the public. Receives, investigates, and resolves complaints from employees and the public regarding City buildings.
- ☐ Responds to emergency building maintenance related issues in a timely manner and coordinates damage control, repairs, and facility security.
- ☐ Performs more difficult and complex building maintenance duties.
- ☐ Performs other duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- ☐ Knowledge of facilities maintenance.
- ☐ Knowledge of relevant local, state, and federal laws.
- ☐ Knowledge of project and department budget processes and tools.
- ☐ Knowledge of Risk Management, including applicable safety policies and procedures.
- ☐ Knowledge of building and facility preventative maintenance services.
- ☐ Knowledge and use of material safety data sheets.
- ☐ Knowledge of proper use of personal protective equipment.
- ☐ Knowledge of mechanical equipment, HVAC systems including boiler operation, fire safety, emergency power, water treatment systems, and building automation management systems.
- ☐ Knowledge of Work Order systems and ability to organize and track data.
- ☐ Proficiency with repair tools and techniques
- ☐ Keen attention to detail and efficient problem-solving skills
- ☐ Skill in the safe and lawful operation of a motor vehicle.

- ☐ Skill in effectively evaluating work projects, estimating time, materials, equipment, and staffing needs.
- ☐ Skill in short/long-term planning and prioritizing work.
- ☐ Skill in mediating and resolving disputes.
- ☐ Skill in interpersonal relations as well as ability to effectively communicate orally and in writing with all levels of employees, guests, vendors, and team members.
- ☐ Ability to interpret, understand, and comply with complex statutes, ordinances, regulations, standards, and laws.
- ☐ Ability to coordinate, monitor, and review work of outside contractors.
- ☐ Ability to perform routine inspections of facilities and systems effectively.
- ☐ Ability to develop and implement operating procedures, standards, and guidelines.
- ☐ Ability to develop, manage, and maintain budgets.
- ☐ Ability to coordinate divisional services and activities with other departments, divisions, vendors, and outside agencies.
- ☐ Ability to supervise, direct, and train employees.
- ☐ Ability to research, develop, and present reports, proposals, and recommendations.
- ☐ Ability to use standard office equipment, computer equipment, and software applicable to the position.
- ☐ Ability to exercise initiative and to make sound independent judgment.
- ☐ Ability to prepare and maintain reports, records, and business correspondence.
- ☐ Ability to work safely in all environments, including adverse weather conditions and hazardous environments.

SUPERVISORY CONTROLS

The Public Works Director assigns work in terms of very general instructions and spot-checks completed work for compliance with procedures and the nature and propriety of the results.

GUIDELINES

Guidelines include relevant building codes and City purchasing policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

This work involves inspecting and maintaining buildings, electrical, plumbing, air conditioning and landscaping on several premises. The position collaborates with building inhabitants to set safety protocols, schedule routine maintenance, plan new projects and perform emergency repairs. The work consists of varied design, liaison, and project management duties. Dealing with a legacy of neglect and addressing unforeseen urgent issues contribute to the complexity of the work. Successful performance ensures compliance with budget, timelines, plans and specifications.

CONTACTS

- ☐ Contacts are typically with co-workers, other city personnel, architects, developers, engineers, general contractors, construction superintendents, and the public.
- ☐ Contacts are typically to give or exchange information, resolve problems, justify matters, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- ☐ The work is typically performed while standing, walking, bending, balancing, reaching, grasping, sitting, talking, hearing, seeing, crouching, squatting, stooping, and making repetitive motions. The employee occasionally lifts light to moderately heavy object(s), pushes, pulls, climbs ladders, and distinguishes between shades of color.
- ☐ The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The employee may be exposed to noise, dust, dirt, grease, and machinery with moving parts. Work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over the Facilities Technician.

MINIMUM QUALIFICATIONS

- ☐ Must have graduated from standard high school/GED, or vocational school; must have six (6) years of experience within facilities management, building maintenance, or project management. Previous supervisory experience is preferred. Previous HVAC, plumbing and electrical experience desirable. Supplemental technical education or college coursework in facility, building, or construction management is desirable. Equivalent combinations of education, experience and training which provide the required knowledge, skills, and abilities may be considered.

- ☐ Must be capable of overseeing contracted work and holding contractors accountable for meeting quality, budgetary and schedule expectations.
- ☐ Must have basic working knowledge of computer applications and software.
- ☐ 5+ years of facilities management in the government industry preferred.
- ☐ Experience with large Government construction sites preferred.
- ☐ Possession of or ability to readily obtain and maintain a valid driver's license issued by the State of Florida for the type of vehicle or equipment operated.

EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the job description and certify that I meet the qualification requirements stated herein and that 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# 14

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-1300-513.12-10	Salaries Regular	942,420.00	58,700.00	1,001,120.00
TO	001-1300-513.21-10	Matching FICA	77,950.00	4,500.00	82,450.00
TO	001-1300-513.22-10	Retirement	133,140.00	7,930.00	141,070.00
TO	001-1300-513.23-10	Health Insurance	95,000.00	4,800.00	99,800.00
TO	001-1300-513.23-20	Dental Insurance	4,100.00	230.00	4,330.00
TO	001-1300-513.23-30	Life Insurance	6,000.00	400.00	6,400.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	19,905,366.00	(76,560.00)	19,828,806.00
Check Adjustment Totals:			21,163,976.00	0.00	21,163,976.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funding from available reserves for a new Facilities Manager position. While expenditures in the Administrative Department are initially funded out of the General Fund, costs are ultimately allocated out to each fund at the time that the budget is established and trued-up during the following budget cycle.

FINANCE REVIEW: _____

RESOLUTION #: _____

DATE: _____



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Holly White, City Council

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Approve Resolution No. 24-79 adopting federal legislative and executive branch priorities for fiscal year 2024-2025 which directs the officers and agents of the City to pursue and advocate for these priorities with members of the United States Congress and Executive Branch.

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
Transportation
Quality of Life

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

Since 2020, the City Council has expressed a sincere desire to pursue available federal and state funding to enhance the public health, safety, and welfare of the residents and guests of the City. In order to focus those efforts, each year the staff asks the Council to identify and approve priorities it wishes the City's officers and agents to pursue throughout the year.

This year, staff has curated a list of priorities which line up with its currently identified needs for improvement, as well as the City's current strategic priorities set forth in the City's current Strategic Plan. These priorities include transportation improvements, improvements to the City's wastewater system, improvements to the City's stormwater system, and improvements to the City's Police and Fire Departments.

Approval will direct the City's officers and agents to pursue these priorities, and opportunities which line up with these priorities. Staff recommends approval.

[Res 24-79.Federal Legislative Priorities 24-25.pdf](#)
[2024-2025 Legislative Priorities.pdf](#)

RESOLUTION NO. 24-79

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, ADOPTING FEDERAL LEGISLATIVE AND EXECUTIVE
BRANCH PRIORITIES FOR FISCAL YEAR 2024-2025.**

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

1. The City of Panama City Beach's 2025 Federal Legislative and Executive Branch Priorities for fiscal year 2024-2025 are adopted as set forth in Exhibit A.
2. All officers and agents of the City are directed to pursue the success of this agenda as well as advocate in support of or opposition to legislation that conforms to positions of the City Council.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



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

**2024-2025
FEDERAL LEGISLATIVE PRIORITIES**

- Pursue any available federal aid or appropriations to supplement funding for critical infrastructure projects for which historic inflation has created budgetary shortfalls, including but not limited to, the City's outfall project.
- Pursue any available federal aid or appropriations for improvements to the City's water and wastewater systems including funding for upgraded wastewater treatment facilities, septic-to-sewer conversions, and water redundancy improvements.
- Pursue any available federal aid or appropriations for improvements to the transportation system in and around the City of Panama City Beach, including but not limited to, the enhancements to pedestrian and multi-modal transportation throughout the City, and additional projections designed to ease congestion and enhance the transportation experience of the City's residents and guests.
- Pursue any available federal aid or appropriations for improvements to the City's stormwater system, including but not limited to, flood mitigation.
- Pursue any available federal aid or appropriations for the funding of enhancements of increases in the response time of the City's Fire and Police Departments, including but not limited to, the development of new stations, a police canine facility, and any other personnel or capital costs associated with continued improvements for those departments.
- Identify and pursue additional opportunities for federal aid or appropriations which will improve the City's ability to meet its strategic priorities as set forth in the City's Strategic Plan 2021-2026.

Mayor
Mark Sheldon

Vice Mayor
Paul Casto

Ward 2
Phil Chester

Ward 3
Mary Coburn

Ward 4
Michael Jarman

City Manager
Drew Whitman



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mel Leonard, Building & Planning

2. MEETING DATE:

January 25, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends that the City Council consider the application of Mr. John Bach to fill the vacant Master Plumber seat on the Examining Board. Mr. Bach has been a professional plumber for 14 years, and satisfies the eligibility requirements to be a member of the Examining Board.

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:

Quality of Life
Public Safety

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

The City's Examining Board deals with issues involving the Florida Building Code and any local amendments. The Board issues competency cards, disciplines contractors when a violation occurs, hears appeals from decisions of the Building Code Administrator or Inspector, and considers other issues related to the Florida Building Code. The Board consists of seven (7) members as follows: a master electrician, a master gas fitter, a master air conditioning mechanic, a master plumber, two members from the general construction field, and a qualified elector in the city, preferably not from the field of general construction or any of the trades regulated by the Board.

[Examining Board Roster.pdf](#)

[John Bach Jr. Application Plumber Examining Board.pdf](#)

Examining Board

Re-established by Ordinance No. 1383 on April 28, 2016

Regular Meeting on the 3rd Monday beginning at 3:00 p.m., as needed.

3-year Terms

(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.**

Darrell Rizzuto, Chairman 850-258-6101

General Construction

rizzuto1@knology.net

149 Treasure Palm Drive

PCB 32408

Term

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

Robert Stumpf

850-258-6717

Master Plumber

wepcinc@knology.net

22616 Panama City Beach Pkwy

PCB 32413

07/22/21 - Ending 07/22/24

Resigned on 07/19/2023

Examining Board

VACANT SEAT (Gas)

Previous Member: Frank Woodford

Term

7/22/21 – Ending 07/22/2024

James Ryerson

850-258-5911

Master Electrician

wepcinc@knology.net

ryersonselectric@gmail.com

Ryerson's Electric

116 Circle Drive

PCB 32413

07/22/21 - Ending 07/22/24

Resigned on 07/19/2023

Robert Klemen

850-832-3949

General Construction

bobklemen@gmail.com

21812 Pompano Ave

PCB 32413

07/22/22 - Ending 07/22/25

Beth Fulton (Civilian)

850-481-6296 Cell

206 Argonaut Street, 32413 850-235-6953 home

Beth.Fulton@sheratonpcb.com

Previous Member: Rick Ehle (Civilian)

819-2182

07/22/22 - Ending 07/22/25

Appointed by Council on 10/28/2021 to Ehle's seat.

Staff

Mel Leonard

Mark McWaters

Courtney Weed or Theresa 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 - MASTER PLUMBER
THREE YEAR TERM**

Name: John F Bach Jr

Home Address: 315 Lake Place

Mailing Address, if different from home: _____

Home Phone: 8507309197 Business Phone: 8507309197 Cell: 8507309197

How is it best to contact you during the day? 8507309197

E-mail Address: Bluemoonplumbingllc@gmail.com Fax Number (if applicable) : _____

Business Name: Blue Moon Plumbing

Business Address: 315 Lake Place

Are you a registered voter in the City of Panama City Beach? Yes _____ No X

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.

John F. Bach Jr.

Signature of Applicant

01/05/24

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