



City of
Panama City Beach

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

**CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY, FEBRUARY 8, 2024
6:00 PM**

- A. CALL TO ORDER AND ROLL CALL**
- B. INVOCATION BY RECTOR JUSTIN BOYD OF ST. THOMAS BY THE SEA & GRACE EPISCOPAL CHURCHES**
- C. PLEDGE OF ALLEGIANCE LED BY COUNCILMEMBER MARY COBURN**
- D. COMMUNITY ANNOUNCEMENTS**
 - D.1 Community Announcements
[02.08.2024.Community Announcements.pdf](#)
- E. APPROVAL OF MEETING MINUTES**
 - E.1 January 25, 2024 Regular Meeting Minutes
[01.25.2024.Council Meeting Minutes.draft.pdf](#)
- F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS**
- G. PRESENTATION**
 - G.1 Boys & Girls Club Honoree
[Boys and Girls Certificate.Austin Sundby.02.08.2024.pdf](#)
- H. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)**
- I. CONSENT AGENDA**
 - I.1 **RESOLUTION NO. 24-46, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A T86 COMPACT TRACK LOADER FOR THE UTILITIES DEPARTMENT FROM CLARK EQUIPMENT COMPANY d/b/a BOBCAT COMPANY IN THE TOTAL AMOUNT OF \$148,947.16; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.**
[Res 24-46.Bobcat.Purchase of T86 Compact Track Loader Utilities.pdf](#)
[T86 PCB Quote.pdf](#)
[Clark Bobcat Contract 0400319.pdf](#)
[Bobcat-Doosan-Clark-Contract Extension 040319.pdf](#)
 - I.2

RESOLUTION NO. 24-81, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR CONSTRUCTION INSPECTION SERVICES RELATED TO PANAMA CITY BEACH PARKWAY UTILITY RELOCATIONS IN THE AMOUNT OF \$171,740.00.

[Res 24-81.Dewberry Inc.Construction Inspection Services Task Order 22-4.pdf](#)
[Dewberry.CIS.Res 24-81.Task Order 22-4.pdf](#)

J. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

J.1 ORDINANCE NO. 1640, AMENDING SECTION 23-22 OF THE CITY'S CODE INCREASING THE NUMBER OF METERS ALLOWED PER RESIDENTIAL LOT FROM ONE (1) TO TWO (2), FIRST READING / PUBLIC HEARING.

[Ord 1640.Code Amendment.Increase Meters Residential Lots.first reading.pdf](#)
[Ord 1640.Business Impact Statement.pdf](#)

J.2 APPROVAL OF PLAT FOR THE RESIDENTIAL SUBDIVISION "99 PALMS SUBDIVISION", PUBLIC HEARING / **QUASI JUDICIAL HEARING.**

[99 Palms Final Plat.pdf](#)
[Proof of Publication 99 Palms.pdf](#)

J.3 RESOLUTION NO. 24-82, ACCEPTING CERTAIN SEWER FACILITIES FROM ROBERT P. RUSSELL, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

[Res 24-82.310 Paradiso.Revenue Certificate.pdf](#)
[310 Paradiso.Revenue Certificate No.24-01.pdf](#)
[310 Paradiso.Bill of Sale.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 SHELTON	X	MARK SHELTON	X

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

I certify that the Council members listed above have been contacted and 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:

February 8, 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.

[02.08.2024.Community Announcements.pdf](#)



City of

Panama City Beach

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

Community Announcements
for the
February 8, 2024
City Council Meeting

Date	Event	Location
February 17 & 18 11 am to 5:00 pm	PCB Food Truck & Craft Beer Festival	Aaron Bessant Park
Monday, February 19	City Offices closed for the Presidents' Day Holiday	
Thursday, February 22 9:00 am	Next City Council Meeting	City Hall
February 22 thru February 24	Cirque Italia Event	Frank Brown Park
Saturday, February 24 9:00 am to Noon	City of PCB Spring Into Sports Event	Frank Brown Park
Saturday, February 24 5:00 pm to 9:00 pm	4 th Annual Cirque Under the Stars	Aaron Bessant Park



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

February 8, 2024

3. REQUESTED MOTION/ACTION:

Review and approve City Council's January 25, 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.

[01.25.2024.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

DRAFT

MINUTES of the **January 25, 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 25, 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

Mayor Sheldon led the invocation and the Pledge of Allegiance. Mayor Sheldon presented community announcements.

APPROVAL OF MEETING MINUTES

Mayor Sheldon called for approval of the January 11, 2024, regular meeting minutes. **Councilman Chester so moved. Councilman Jarman seconded the motion. The January 11 meeting minutes were unanimously approved by a (5-0) roll call vote.**

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

APPROVAL OF AGENDA

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

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

PRESENTATIONS

On behalf of Council, Mayor Sheldon presented two **Employees Years of Service Awards**.

Mayor Sheldon invited the Chairman of the **Half Cent Sales Tax Oversight Committee**, Doug Gilmore, to the podium to present the findings of the Committee's December 7, 2023 meeting. Chairman Gilmore reported the Committee 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 were 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.

* Mayor Sheldon invited Assistant CRA Program Manager Scott Passmore to the podium to present a **CRA Quarterly Update** (copy of presentation **attached**).

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. Chuck Todaro, 16817 Junipero Avenue – Mr. Todaro thanked the City for assisting with the cleanup of the garbage dump behind his house (lay down lot parcel numbers 33352-000-000, 33353-010-000). Mr. Todaro commented that, however, CWR continues to disrespect his neighborhood by continued dumping, piles larger than his house, dust and the loud beeping of trucks and equipment at all hours of the day. Mr. Todaro commented that the neighborhood had had enough. Mr. Todaro expressed concern with CWR's performance. Mr. Todaro asked City Council to hold CWR accountable.
2. Burnie Thompson – Mr. Thompson commented that nobody wanted the tram on Front Beach Road. Mr. Thompson inquired as to who would be benefiting from the tram. Mr. Thompson made a verbal public records request for the search term "T&S Construction Solutions," an underground utilities company owned by Jay Trumbull. Mr. Thompson inquired as to how many contracts Mr. Trumbull was getting from the City. Mr. Thompson commented on eminent domain. Mr. Thompson commented that everyone was scared of the Mayor and called him a Mob Boss.
3. Ms. Nancy – Ms. Nancy commented in light of the recent tornado and her husband's Administrative Assistant losing her house because of the tornado/water event, she asked Council to revisit/reconsider installing tornado sirens.
4. Ms. Marty - Ms. Marty commented that she owned a Condo at Beachside Townhomes, at the end of Rt. 79 at Front Beach Road. Ms. Marty commented further that Hurricane Opal had destroyed their condos and it took three years to rebuild because of the contractors. Ms. Marty reported that around that time, each homeowner had signed an agreement with the City that the homeowners would maintain the landscaping. Ms. Marty reported that 19 of their palm trees have been ripped out as well as their landscaping. Ms. Marty further commented that their complex was in two different segments of the Front Beach Road improvement project. Ms. Marty commented that the homeowners were weary from the construction, dirt, and noise. Ms. Marty requested that the landscaping for the entire complex be completed at once, not in two different segments, and that the telephone pole that has been lying in front of their condos for the past two years be removed sooner rather than later.
5. Captain Gary Wayne Beck – Mr. Beck commented that he was letting [an entity] take his home and discussed his name being forged on some document. Mr. Beck commented that the government was corrupt.
6. Michael Steinkirchner – Mr. Steinkirchner commented that not everyone was scared of the Mayor, contrary to Mr. Thompson's comments. Mr. Steinkirchner reported that he met with City representatives this morning regarding the short-term rental registration. Mr. Steinkirchner clarified what he learned from City representatives, including the timeline owners have to submit paperwork, receive an inspection and owners or a representative being present during a fire inspection. Mr. Steinkirchner commented that these were standards across the State of Florida. Mr. Steinkirchner

thanked the City for the clarity. Mayor Sheldon thanked Mr. Steinkirchner and reported that short-term rental owners had until Feb 1st to submit their paperwork.

7. Molly Allen, Lullwater Resident – Ms. Allen commented that she was here to stand up for the last living coastline. Ms. Allen commented that she sent Ms. Fasone and Mr. Whitman an email this morning at 7:12 a.m. to forward to City Council. Ms. Allen requested the following public records: “Where is the engineering study for Mandy Lane South? An engineering study was not required for this project. Where is the permit for Mandy Lane South? Engineers were recently assigned to this project and have just started design. They will also be working on obtaining the permit, which will happen closer to final design. Where are the wetland mapping results for the area in the Mandy Lane South (FDEP permit 03-0190081-001DF)? Wetlands assessment is also part of the Engineer’s scope of work which is also just getting started.” Ms. Allens stated she owed an apology to Dolly Parton for her previous comments during the last Council meeting.

Mayor Sheldon called for further public comments. 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. 24-72, 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.

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.

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.

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.

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.

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

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

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

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

ITEM 1. ORDINANCE NO. 1639, AMENDING CHAPTER 8 OF THE CITY CODE, FIRST READING / PUBLIC HEARING.

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Ordinance 1639 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 this follows a fairly long effort to clean up some old language in the Code and changes how the City handles administrative issues in the Building Department.

Mayor Sheldon noted this item was available to Council. **Vice Mayor Casto moved to approve Ordinance 1639. Councilmember Coburn seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Ordinance 1639 was unanimously adopted by a (5-0) roll call vote.**

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

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

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution 24-76 by title only. Mayor Sheldon called for public comments. Hearing and seeing no comments, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 24-76. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Resolution No. 24-76 was unanimously adopted by a (5-0) roll call vote.**

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

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

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution 24-77 by title only. Mayor Sheldon called for public comments on Item #3. Hearing and seeing no comments, Mayor Sheldon closed the public comment period.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 24-77. Vice Mayor Casto seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Resolution No. 24-77 was unanimously adopted by a (5-0) roll call vote.**

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

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

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution 24-78 by title only. Mayor Sheldon called for public comment on Item #4. Hearing and seeing none, Mayor Sheldon closed the public comment period.

Mayor Sheldon expressed support and noted this was a good move for the City to oversee the City's buildings and keep up with the maintenance. Mayor Sheldon noted this item was available to Council. **Councilmember Coburn moved to approve Resolution 24-78. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Resolution 24-78 was unanimously adopted by a (5-0) roll call vote.**

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

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

Mayor Sheldon introduced City Attorney Cole Davis. Mr. Davis read Resolution 24-79 by title only. Mayor Sheldon called for public comment on Item #5.

1. Molly Allen, Lullwater Resident – Ms. Allen commented that she was standing up for Lullwater Lake and she opposed the Outfall Project.

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

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 24-79. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Resolution No. 24-79 was unanimously adopted by a (5-0) roll call vote.**

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

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

Mayor Sheldon called for public comment on Item # 6. Hearing and seeing none, Mayor Sheldon closed the public comment period. Mayor Sheldon invited comments from Director Leonard and/or Manager Whitman.

Manager Whitman reported Mr. John Bach had stepped up to fill the vacant Master Plumber seat. Manager Whitman reported the Board currently had vacant seats for the Gas Fitter and Master Electrician board seats.

Mayor Sheldon noted this item was available to Council. **Councilmember Coburn moved to approve the appointment of Mr. John Bach to the City's Examining Board. Councilman Chester seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, **Mr. John Bach was unanimously appointed to the City's Examining Board by a (5-0) roll call vote.**

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

CITY MANAGER REPORT – No report.

CITY ATTORNEY REPORT – No report.

COUNCIL COMMENTS – Mayor Sheldon invited comments from Council. Hearing and seeing none, Mayor Sheldon wished Councilmember Mary Coburn a Happy Birthday!

With nothing further, Mayor Sheldon adjourned the meeting by unanimous consent at 9:51 a.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:

Lynne Fasone, City Council

2. MEETING DATE:

February 8, 2024

3. REQUESTED MOTION/ACTION:

Recognize and congratulate youth of the month selected by the Boys & Girls Club.

4. AGENDA:

PRESENTATION

**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?**

Certificate of Special Recognition presented to Boys & Girls Club of Bay County honoree.

[Boys and Girls Certificate.Austin Sundby.02.08.2024.pdf](#)



~ Certificate of Special Recognition ~

WHEREAS, Panama City Beach City Council hereby recognizes and congratulates

Austin Sundby

on being selected the **Boys and Girls Club February 2024 honoree**; and

WHEREAS, Austin has given exceptional service to the Boys and Girls Club; and

WHEREAS, Panama City Beach City Council and the residents of PCB thank you Austin for your dedication, your unselfish service to your Club and community, and congratulate you on a job well done!

IN WITNESS THEREFOR, Panama City Beach City Council hereunto set our hands and cause the Seal of the City of Panama City Beach, Florida to be affixed this 8th day of February, 2024.

Mayor Mark Sheldon

Vice Mayor Paul Casto

Councilman Phil Chester

Councilmember Mary Coburn

Councilman Michael Jarman



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Leah Bailey, Utilities

2. MEETING DATE:

February 8, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval to purchase one (1) Bobcat T86 Compact Track Loader, with forestry and loading attachments, from Clark Equipment Company d/b/a Bobcat Company utilizing Sourcewell contract #010319-CEC for \$148,947.16.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Attractive Community

Financial Health

N/A

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

Staff was able to obtain a quote for a 2024 Bobcat T86 compact track loader with forestry, brush mowing, and materials bucket attachments from Clark Equipment Company d/b/a Bobcat Company under the terms and conditions set forth within Sourcewell contract #040319-CEC. Bobcat of Panama City Beach is an authorized dealer.

This piece of equipment is slated to replace the 2016 Bobcat T870 and attachments currently in service at the City's Conservation Park which is near the end of its useful service life. This equipment, particularly the forestry and brush cutting attachments, has been particularly effective in controlling mid level vegetation enabling the City to make progress towards mitigation goals. Similarly, the brush cutting attachment is used extensively in maintaining fire break lines needed for prescribed burning and also required by our overall mitigation obligations targeting returning the park to natural conditions prior to impacts by man.

The quote consists of a lump sum price in a total amount of \$148,947.16. Adequate funds for the purchase are available in the FY24 budget. Attached is a copy of the quote and contract terms and conditions for reference.

[Res 24-46.Bobcat.Purchase of T86 Compact Track Loader Utilities.pdf](#)

[T86 PCB Quote.pdf](#)

[Clark Bobcat Contract 0400319.pdf](#)

[Bobcat-Doosan-Clark-Contract Extension 040319.pdf](#)

RESOLUTION NO. 24-46

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A T86 COMPACT TRACK LOADER FOR THE UTILITIES DEPARTMENT FROM CLARK EQUIPMENT COMPANY d/b/a BOBCAT COMPANY IN THE TOTAL AMOUNT OF \$148,947.16; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Clark Equipment Company d/b/a Bobcat Company for the purchase of a T86 Compact Track Loader for the Utilities Department in the total amount of One Hundred Forty-Eight Thousand Nine Hundred Forty-Seven Dollars and Sixteen Cents (\$148,947.16) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.
2. By accepting the proposal referenced above, the City agrees to be bound by the same terms and conditions obtained by Sourcewell through an advertised, competitive bidding process, contract #040319-CEC, 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 February 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



Product Quotation
 Quotation Number: **AS238643**
 Quote Sent Date: **Dec 11, 2023**
 Expiration Date: **Jan 10, 2024**

Your Bobcat Contact
Alyx Schmitz
 Phone:
 E-mail: alyx.schmitz@doosan.com

Your Customer Contact

Deliver to
CITY OF PANAMA CITY BEACH
 17007 PANAMA CITY BEACH PKWY
 PANAMA CITY, FL, 32413-5225

Daniel Stallter
Bobcat of Panama City, Panama City, FL
 415 NORTH TYNDALL PARKWAY
 PANAMA CITY, FL, 32404

Bill To
CITY OF PANAMA CITY BEACH
 17007 PANAMA CITY BEACH PKWY
 PANAMA CITY, FL, 32413-5225

Item Name	Item Number	Quantity	SLP	Discount	Total
T86 T4 Bobcat Compact Track Loader	M0385	1	120,753.00	28	86,942.16

Standard Equipment:

105.0 HP Tier 4 V2 Bobcat Engine
 Auxiliary Hydraulics: Variable Flow
 Two-Speed Travel
 Rear Camera
 Backup Alarm
 Bob-Tach Mounting System
 Bobcat Interlock Control System (BICS)
 Controls: Selectable Joystick Controls
 Cylinder Cushioning - Lift, Tilt
 Engine/Hydraulic Performance De-rate Protection
 Glow Plugs (Automatically Activated)

Horn

Instrumentation:

Keyless Start with 5" Display Panel, Engine Temperature, Fuel Gauges, Hourmeter, RPM, Warning Indicators and other vitals

Lift Arm Support

Lift Path: Vertical

Lights, Front & Rear LED

Operator Cab:

Enclosed Cab with Heat and AC

Includes: Adjustable Vinyl Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar & Seat Belt, Sound Reduction, Radio Ready, SAE-J1040 & ISO 3471

Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)

Parking Brake: Spring Applied, Pressure Released (SAPR)

Solid Mounted Carriage with 5 Rollers

Tracks: Rubber, 17.7" Wide

Telematics - Machine IQ

Warranty: 2 years, or 2000 hours whichever occurs first

Deluxe Package	M0385-P11-C12	1	6,067.00	28	4,368.24
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Included: Deluxe Package:, Clear Side Auto HVAC Cab, Integrated Bluetooth Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, 7" Touch Display, Premium and Side Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction, 3yr Machine IQ Health & Security Subscription

Super Flow Hydraulics	M0385-R03-C10	1	4,763.00	28	3,429.36
Drum Mulcher - 2-Speed, 72"	M7058	1	40,212.00	24	30,561.12
Super Flow Hydraulics	M7058-R03-C02	1	1,490.00	24	1,132.40
R-Series Forestry Kit, T/S 8# Clear Side	7485085	1	10,097.00	24	7,673.72

80" Brushcat (HF)	7233092	1	10,860.00	24	8,253.60
80" Severe Duty Bucket	7326129	1	2,681.00	24	2,037.56
Total for T86 T4 Bobcat Compact Track Loader					144,398.16
Quote Total - USD					144,398.16
Dealer P.D.I.					475.00
Freight Charges					1,500.00
Destination Charges					1,244.00
Dealer Assembly Charges					1,330.00
Quote Total - USD					148,947.16

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract # 040319-CEC.

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to randy.fuss@doosan.com or by phone at: 1-800-965-4232

Customer Acceptance:

Quotation Number: AS238643

Purchase Order: _____

Authorized Signature:

Print: Leah Bailey Sign: _____

Date: _____ Email: leah.bailey@pcbfl.gov

Addresses:

Delivery Address: 100 Conservation Park Drive, ATTN: Tannyr Bush, Panama City Beach, FL 32413

Billing Address (if different from ship to): 17007 Panama City Beach Pkwy., Panama City Beach, FL 32413

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: Florida

Tax Exempt ID:

Federal: _____

State: 85-8012646470C-9

Expiration Date: 05/31/2027

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: **Clark Equipment Company dba Bobcat Company**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
N/A			

Proposer's Signature: _____

Date: 3-29-2019**Sourcewell's clarification on exceptions listed above:**

Contract Award
RFP #040319

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

**MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS,
ACCESSORIES, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

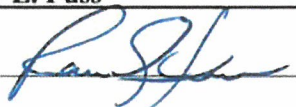
Company Name: Clark Equipment Company dba Bobcat Company Date: 03-29-2019

Company Address: 250 East Beaton Dr.

City: West Fargo State: ND Zip: 58078

CAGE Code/DUNS: 1QK63 / 152762931

Contact Person: Randy L. Fuss Title: Director, Government Accounts

Authorized Signature:  Randy L. Fuss
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-CEC

Proposer's full legal name: Clark Equipment Company dba Bobcat Company

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

C0FD2A139D06489

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

DocuSigned by:

7E42BBF817A64CC

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-CEC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Clark Equipment Company dba Bobcat Company

Authorized Signatory's Title Director, Government Accounts

VENDOR AUTHORIZED SIGNATURE

Ramsey L. Fuss
(NAME PRINTED OR TYPED)

Executed on May 30th, 2019

Sourcewell Contract # 040319-CEC

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

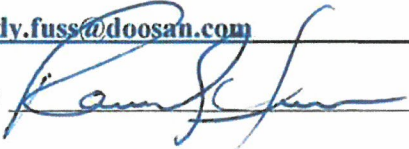
Company Name: Clark Equipment Company dba Bobcat Company

Address: 250 East Beaton Dr.

City/State/Zip: West Fargo, ND. 58078

Telephone Number: 701-241-8746

E-mail Address: randy.fuss@doosan.com

Authorized Signature: 

Authorized Name (printed): Randy L. Fuss

Title: Director, Government Accounts

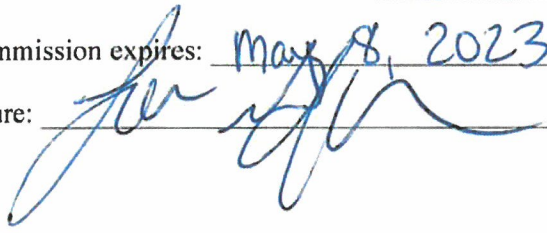
Date: 3-29-2019

Notarized

Subscribed and sworn to before me this 29 day of March, 2019

Notary Public in and for the County of Cass State of ND

My commission expires: May 8, 2023

Signature: 

LOGAN GIEFER
State of North Dakota
Notary Public
My Commission Expires May 8, 2023

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Clark Equipment Company dba Bobcat Company

Questionnaire completed by: Randy L. Fuss Director, Government Accounts

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

- **Bobcat Company**
Terms: Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

- **Bobcat Company**
We provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the authorized dealer locations and other third party financing organizations such as; Wells Fargo, PNC, and National Cooperative Leasing.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

- **Bobcat Company**
 - Quote preparation will be completed by the Government Accounts Department or Bobcat Dealer Sales Representative
 - Quote presented will include ordering instructions to submit to the Government Accounts Department or respective Bobcat Dealer
 - **All orders will be sent to and handled/processed through the corporate Bobcat Government Accounts Department to validate pricing, order control and visibility with the factories, and proper recording for audit purposes and sales report accountability.**
 - Order is entered into the ERP System
 - Dealer is notified of order and any special requirements and install instructions
 - Machine is built, inspected and shipped from the Bobcat Factory to the respective delivering Bobcat Dealer
 - Bobcat Dealer will complete the pre-delivery inspection, install ordered parts/accessories and attachments and complete final delivery to government customer and complete initial operator/safety/maintenance training.
 - Bobcat Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance.
 - Bobcat Company or Bobcat Dealer invoices customer

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Bobcat Company

Yes, Bobcat Company will accept government purchase cards to satisfy payment requirements. Currently, Bobcat Company does not charge any additional fees for credit card payments.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Bobcat Company

All Bobcat Skid Steer Loaders, Compact Track Loaders, and Mini-Excavators will include a 24 month/Unlimited hours warranty. All other products to include; Toolcat, Utility Vehicles, Mini-Track Loaders, and Versa-Handlers will include a 12 month/Unlimited hours warranty. (See Attached Warranty Statements)

- **Do your warranties cover all products, parts, and labor?**
 - **Bobcat Company**
 - Warranties will cover all parts and labor within the specified warranty period.
- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**
 - **Bobcat Company**
 - Customary to the manufacturing industry, usage limitations such as; length of time or number of month (i.e. 12 months) and/or the number of hours (i.e. 2000 hours). Optional Manufacturers Warranty would also follow the aforementioned number of months/hours methodology.
 - Other limitations or circumstances that would restrict or otherwise create warranty limitations are; abuse, unauthorized alterations; damage; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss, and clean up time
- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**
 - **Bobcat Company**
 - Travel time for technicians will not be covered to perform warranty repair.
- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?**
 - **Bobcat Company**
 - Bobcat Company has nearly 600 independently owned and authorized dealers throughout North America. There are multiple dealers or enterprise locations within each state that will stand ready to perform service and warranty work to best serve the government customers.
- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?**
 - **Bobcat Company**
 - Warranty service for any items made by other manufacturers or not manufactured by Bobcat Company will be passed on to the original equipment manufacturer. Note, all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company.
- **What are your proposed exchange and return programs and policies?**
 - **Bobcat Company**

- Exchange and returns rarely occur, however in the event that the situation(s) shall arise, Bobcat Company will work with the customer on a case by case basis. It is Bobcat Company's intent to create a world class customer experience and will work diligently with the customer(s) and dealer(s) to quickly provide resolution and minimize any disruption in the customer(s) operations.

6) Describe any service contract options for the items included in your proposal.

○ **Bobcat Company**

- Service contracts will be only offered by the Bobcat independently owned and authorized dealers
- If so chosen by the customer, service contracts through the Bobcat dealer can be quoted and ordered in conjunction with contract items.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

- **Bobcat Company's** product lines fit within the scope of this Sourcwell RFP. Our breadth of products include the following for Sales, Lease and Rental; Skid Steer Loaders, Compact Track Loaders, Compact and Mini Excavators, Mini Track Loaders, Utility Work Machines (Toolcat®), Compact Tractors, Utility Vehicles, and Versa-Handlers. Our product offering will be expanded in 2020 to include Small Articulating Loaders and Compact Wheel Loaders.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- **Bobcat Company's** pricing model will be a percentage discount off manufacturers suggested list price by product category. (See Bobcat Company Price Pages attached)

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

- **Bobcat Company** discounts will range from 16% to 30% off the manufacturers suggested list price depending on product category. Throughout the term of the contract, Bobcat Company will offer additional discount incentives pertinent to manufacturing pressure, discount programs, and market share opportunities. (See attached Bobcat Company Price Pages)

10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- X d. other than what the Proposer typically offers (please describe).

- Pricing offered in response to this Sourcwell RFP is similar or is better than some pricing offered to other GPOs, Cooperative procurement organizations, or state purchasing departments. Because of the ceiling based pricing, our discount structure offered will allow for best value, better flexibility, better volume discount considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate budgets or customer situations.

11) Describe any quantity or volume discounts or rebate programs that you offer.

Bobcat Company

- Quantity or volume discounts are available upon request. Like models, factory installed options and attachments with quantities of 3 or more receive favorable discount considerations beginning with 1% additional discount and/or freight cost reductions.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Bobcat Company

- Bobcat Company will allow for “sourced” goods/products or related services or “open market” item or “nonstandard options” to be itemized and offered on Sourcewell member quotes and orders. For example, items such as aftermarket attachments not offered by Bobcat Company will be offered at the dealer price plus 10% and the dealer invoice will be collected for record retention.

13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Bobcat Company

- Additional total cost of acquisition may include items such as dealer installation of parts and accessories, set up and pre-delivery inspections. Costs are associated with the local dealers shop and labor rates.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Bobcat Company

- Freight costs (varies by product type) from the factory to customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Units will be shipped from the factory to the nearest assigned dealer for pre-delivery inspection and parts/accessory installation unless unforeseen circumstances warrant a change to this procedure. The dealer will be responsible for making contact with the customer to arrange final delivery within the appropriate delivery times determined by the customer.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Bobcat Company

- In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada, or any offshore delivery the customer will be responsible for the additional freight, air freight, sling load, barge, ferry, and freight forwarding charges to include cargo containers. Additional charges will be reviewed by the customer prior to order and it is customary for Bobcat Company to work with the customer if there is a desired delivery method specified by the customer.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Bobcat Company

- Other than the aforementioned methods of delivery, if a unique delivery situation were to arise Bobcat Company will work closely with the customer to provide the most efficient and cost effective methods.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Bobcat Company

- From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be handled and distributed to the Bobcat Dealers by the Bobcat Company Government Sales Office. Pricing and discounts will be input into the Bobquote System in order to comply with contract discounts and pricing for quoting consistency in accordance to the awarded contract. All orders will be verified and processed by the Bobcat Government Sales Operations staff in order to maintain consistency and audit compliance. Sourcewell Contract quotes and sales orders will be documented on an internal retail report for easy access and filtering to efficiently provide sales data for quarterly reporting to Sourcewell and administrative fee remittance.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Bobcat Company

Bobcat Company proposes an administrative fee structure of no more than 1%. This proposed discount will allow Bobcat Company to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Bobcat Company

Bobcat Company hold certificates in accordance ISO 9001-2015 (see attached certificates)

- 20) Describe any environmental management system certifications obtained by your organization.

Bobcat Company

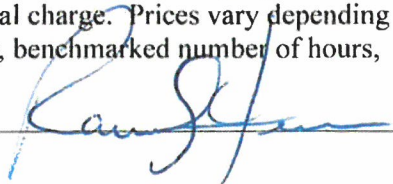
Bobcat Company holds certificates in accordance with ISO 14001 Environmental Management Systems certification (see attached certificate)

- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Bobcat Company

Preventative maintenance programs are available and may be purchased through the local dealer for an additional charge. Prices vary depending on model, level of service program desired (i.e. number of times per year, benchmarked number of hours,

Signature: _____



Date: 3-29-2019



CONTRACT EXTENSION

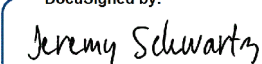
Contract Number: #040319-CEC

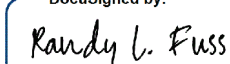
Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Bobcat Company and Doosan Infracore Construction Equipment, 250 E. Beaton Dr., West Fargo, ND 58078 have entered into Contract #040319-CEC for the procurement of Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies. The Contract has an expiration date of May 31, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 31, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Clark Equipment Company dba Bobcat
Company and Doosan Infracore Construction
Equipment

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/6/2023 | 3:31 PM CST

DocuSigned by:

By: 0F55B103999C454...
Randy Fuss
Title: Director, Government Accounts
Date: 1/23/2023 | 6:29 AM PST



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

February 8, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends Council approval of the proposed Task Order on a lump sum basis in the amount of \$171,740.00 with Dewberry Engineers, Inc. for construction inspection services associated with the relocation of utilities for Segment 3 (Nautilus Street to R. Jackson Boulevard) of the FDOT's SR 30 widening program under the consultant's current Master Services Agreement for Professional Engineering Services for Potable Water System Storage and Pumping Facilities; Potable Water Transmission Mains over 12" in Diameter.

4. AGENDA:

CONSENT AGENDA

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

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Transportation

Economic Development

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

Planned widening of Panama City Beach Parkway by the FDOT and associated stormwater management improvements necessitate relocation of some of our existing water, sewer, and reclaimed water utilities within the affected area. This project is the next phase of the FDOT's overall roadway improvements planned for Panama City Beach Parkway and begins east of the Nautilus Street intersection to Richard Jackson Boulevard. As this section of road has an extensive network of large diameter, primary water, wastewater, and reclaimed mains, relocation of portions of these mains is needed to resolve conflicts with planned roadway improvements.

A task order for engineering services during construction excluding inspection was requested from Dewberry Engineers, Inc. (Dewberry) and awarded by Council during their October 12, 2023 meeting by Resolution 24-06. At the time, the scope of inspection services to be provided by the FDOT's construction engineering and inspection (CEI) consultant was undefined. Once determined, Utilities Department staff requested a proposal from Dewberry, Inc. for supplemental utilities construction inspection services for this segment. Staff has reviewed the proposed Scope of Work and fees totaling \$171,740.00 and find the fees consistent with the level of effort proposed. Staff recommends award of the attached Task Order 22-4 for construction inspection services.

[Res 24-81.Dewberry Inc.Construction Inspection Services Task Order 22-4.pdf](#)
[Dewberry.CIS.Res 24-81.Task Order 22-4.pdf](#)

RESOLUTION NO. 24-81

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR CONSTRUCTION INSPECTION SERVICES RELATED TO PANAMA CITY BEACH PARKWAY UTILITY RELOCATIONS IN THE AMOUNT OF \$171,740.00.

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 No. 22-4 to the Master Services Agreement with Dewberry Engineers, Inc. dated December 28, 2021, for Professional Engineering Services related to Potable Water System Improvements for construction engineering inspection services related to utility relocations required by the widening of Panama City Beach Parkway from Nautilus Street to Richard Jackson Boulevard in the amount of One Hundred Seventy-One Thousand Seven Hundred Forty Dollars and No Cents (\$171,740.00), 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 February 2024.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 22-4

DATE February, 2024

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY, INC. RELATING TO PROFESSIONAL ENGINEERING SERVICES dated December 28, 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific professional engineering tasks set forth upon incorporated Attachment A, Scope of Services, relating to construction inspection services during the construction roadway widening of PCB Pkwy between Nautilus St. and R. Jackson Blvd.

Engineer's compensation shall be paid in monthly installments as specified in the Agreement. Engineer's total compensation for the services to be provided under this Task Order shall be determined as follows:

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to

Contractor's total compensation shall be (check one):

☒ a stipulated sum of \$171,740.00; or

_____ a stipulated sum of \$_____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Allowance of \$_____ for _____, and

Allowance of \$_____ for _____; or

_____ a fee determined on a time-involved basis with a maximum cost of \$_____:

As set forth upon incorporated Attachment B, Fee Breakdown.

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in this section.

The parties agree that reimbursable expenses shall not exceed \$_____.

Work shall begin on February 2, 2024, and shall be substantially completed by July 14, 2026. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this Task Order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

[Signature]
[Signature]

By:

Its:

Date:

[Signature]
Jose Pereira
Senior Associate
2/2/24

CITY OF PANAMA CITY BEACH, FL

By:

City Manager

Date:

ATTEST:

City Clerk



Dewberry Engineers Inc. | 850.522.0644
203 Aberdeen Parkway | 850.522.1011 fax
Panama City, FL 32405 | www.dewberry.com

November 10, 2023

Via Email at mshaeffer@pcbgov.com

Attn: Mark E. Shaeffer, P.E.
Utilities Director
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

RE: Engineering Services During Construction (ESDC) for FDOT (T3849) Panama City Beach (PCB) Pkwy Widening Project Nautilus to R. Jackson Proposal for Inspection Services

Dear Mr. Shaeffer:

Per your request, Dewberry Engineers Inc. (Dewberry) is pleased to submit this scope of work and proposal for providing the inspection services required in conjunction with the City of Panama City Beach utilities relocation, because of FDOT (T3849) PCB Pkwy widening project from Nautilus to R. Jackson.

As indicted in the correspondent emails dated November 9, 2023, Dewberry will provide inspection services for the city utilities relocation portion of above referenced project. As we understand, the resident inspection time requested will be for a period of 6 months or 180 days that the contractor anticipates based on the most recent schedule will take to relocate the city's utilities. We also understand that inspection services will not likely be continuous, but on-call based on contractor's weekly production schedule. Therefore, we will utilize qualified inspectors from both the Santa Rosa and Panama City Dewberry offices. Services will also include administrative time for coordination between Contractor, the city and its representative while attending progress meetings.

The Engineering Services During Construction (ESDC) for the PCB Utilities Relocation portion is based on an estimated **180 days (6 months) construction time but progressing in short periods during the Contract time of 334 days**. The Engineering services will include:

- Inspection for 8-hours per day
- Generate daily reports for all construction activity.
- Maintain redlines to reflect field changes.
- Attend progress meetings within the 8-hour inspection period
- Administrative coordination between City and contractor and progress meetings

Dewberry is prepared to provide such services for a lump sum fee of **\$171,740.00**. We have attached a spreadsheet with hours for all the efforts described above (**Attachment A**).

As always, we look forward to working with you and your staff and the opportunity to improve the city's utility infrastructure. Should you have any questions or require additional information in support of this Proposal, do not hesitate to contact me.

Sincerely,
Dewberry Engineers Inc.

Jose A. Pereira, PE
Senior Associate

Attachments: Attachment A (Spreadsheet with detail hours)

cc: Mr. Cliff Wilson, III, Dewberry (via email cwilson@Dewberry.com)

K:\50147329\proposal\letter proposal ESDC FDOT 30A Utilities Improvements East Nautilus to R. Jackson Resident Inspection Services during construction

ATTACHMENT A
ESDC FOR PROVIDING INSPECTION SERVICES DURING CONSTRUCTION C) - PROPOSAL
FDOT Panama City Beach (PCB) Pkwy Widening Project East Nautilus to R. Jackson
Panama City Beach, FL
Dewberry Engineers Inc.

11/10/2023

TASK	TASK DESCRIPTION	PROJECT MANAGER	Construction Inspector II	ADMN ASSISTANT	TOTAL
ESDC FOR THE PCB UTILITIES RELOCATION PORTION BASED ON 180 days (6 month) CONSTRUCTION TIME, BUT PROGRESSING IN SHORT PERIODS DURING THE CONTRACT TIME OF 334 days					
1	Daily Inspection, based on 8-hour/day x 180 days		1440		\$158,400.00
2	Administrative Coordination between city and contractor	24		32	\$7,920.00
3	Coordination of field changes for consolidation to final plans	8	8	16	\$3,920.00
	TOTAL HOURS	32	1448	48	
	HOURLY RATES	\$230	\$110	\$75	
	LABOR COSTS	\$ 7,360	\$ 159,280	\$ 3,600	\$170,240.00
4	OTHER DIRECT COSTS				\$1,500.00
TOTAL COST FOR ENGINEERING SERVICES DURING CONSTRUCTION (Resident Inspection)					\$171,740.00

K:\50147329_PCB_SR 30A-E. Nautilus to RJ Blvd Relocation\Proposal\November 30 FDOT Widening PCB Pkwy from Nautilus to R. Jacson Resident Inspection Services proposal fee .xls



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica McKenzie, Utilities

2. MEETING DATE:

February 8, 2024

3. REQUESTED MOTION/ACTION:

Review, hold a public hearing, and approve Ordinance No.1640 at 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:

Quality of Life

N/A

N/A

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

Current City Ordinances limit the number of water meters allowed per residential land parcel/lot to one. Due to increased development intensity and escalating property values, many developers are constructing duplex units on parcels that they either desire not to subdivide or which cannot be subdivided under current land use regulations. Similarly, existing customers are increasingly developing second residential units on their properties as accessory dwellings for family. Querying our neighboring utilities Staff found that all allow more than one potable water meter per residential parcel with certain guidelines and restrictions.

The proposed ordinance provides for up to two (2) meters per residential lot/parcel with City Manager approval. Increasing the number of allowed meters on residential properties to two would address the majority of the requests for multiple meters currently prohibited by City Ordinances. Staff recommends approval of the proposed changes to our existing ordinances to allow for the addition of one additional meter per residential land parcel/lot subject to application and City Manager approval.

[Ord 1640.Code Amendment.Increase Meters Residential Lots.first reading.pdf](#)

[Ord 1640.Business Impact Statement.pdf](#)

ORDINANCE NO. 1640

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO WATER UTILITY CONNECTIONS TO INCREASE THE NUMBER OF METERS ALLOWED PER RESIDENTIAL LOT FROM ONE (1) TO (2) AND REMOVING CONFLICTING LANGUAGE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 23-32 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 23-22. - Service connection limited to one building lot.

For the purpose of determining charges under sections 23-23 and 23-24, no service connection may serve more than one (1) building lot. **A residential building lot owner may apply for up to two (2) meters per lot subject to approval by the City Manager or their authorized designee. Approval of the second meter requires a larger connection and minimum fees as set forth within the Code.**

SECTION 2. From and after the effective date of this ordinance, Chapter 23, Article V, Division 2 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 23-80. - Assessed.

(d) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments and other multiple family dwellings served by one (1) service connection and meter shall pay the minimum charge as those

specified for condominiums and apartments. ~~No service connection and meter may serve more than one (1) building lot.~~

Sec. 23-81. - Former Grand Lagoon Utilities Geographic Area of Service.

(b) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments and other multiple-family dwellings served by one (1) service connection and meter shall pay the minimum charge as those specified for condominiums and apartments. ~~No service connection and meter may serve more than one (1) building lot.~~

Sec. 23-82. - Bayside Geographic Area of Service.

(b) Each occupied building or structure, or each apartment in the same building, shall pay the monthly minimum charge. Duplex dwellings, garage apartments and other multiple-family dwellings served by one (1) service connection and meter shall pay the minimum charge as those specified for condominiums and apartments. ~~No service connection and meter may serve more than one (1) building lot.~~

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

SECTION 4. 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 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 202__.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____ 2024.

Mark Sheldon, Mayor

PUBLISHED on <https://publicnoticesbaycountyfl.gov/> on the ____ day of _____, 202__.

POSTED on pcbfl.gov on the ____ day of _____, 202__.

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:

ORDINANCE NO. 1640

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 23-22, OF THE CITY'S CODE OF ORDINANCES INCREASING THE NUMBER OF METERS ALLOWED PER RESIDENTIAL LOT FROM ONE (1) TO (2), AND AMENDING SECTIONS 23-80, 23-81, AND 23-82 TO CLEAR UP CONFLICTING LANGUAGE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; 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):

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.

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

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



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Susan Goebel, Public Works

2. MEETING DATE:

February 8, 2024

3. REQUESTED MOTION/ACTION:

Hold a public hearing and approve the Plat for 99 Palms Subdivision.

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:

Attractive Community

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

The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The 99 Palms Subdivision development is generally located between Hutchison Boulevard and Front Beach Road. The proposed lots will connect directly to the western side of Laurel Street. This development consists of fourteen (14) proposed single family residential lots. There are no infrastructure improvements being dedicated to the City. The public hearing to consider this plat has been properly advertised, and Staff has reviewed the subject plat and determined it meets applicable requirements. The applicable parcel IDs are 34220-000-000, 34161-020-000, and 34161-000-000 all of which are located in Panama City Beach, Florida.

[99 Palms Final Plat.pdf](#)

[Proof of Publication 99 Palms.pdf](#)

99 PALMS SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA.
ALSO BEING A REPLAT OF A PORTION OF BLOCK 7 OF HUTCHISON'S SECONDS ADDITION TO BAHAMA BEACH,
AS RECORDED IN PLAT BOOK 9, PAGE 51 , PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
FEBRUARY, 2024

DEDICATION:

STATE OF FLORIDA/COUNTY OF BAY

KNOW ALL PERSONS BY THESE PRESENTS THAT 99 PALMS SUBDIVISION, LLC, THROUGH IT'S MANAGER, HASSAN TEHRANI, THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN HEREON, HAS CAUSED SAID LANDS TO BE SURVEYED AND SUBDIVIDED AS 99 PALMS SUBDIVISION. THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND. THE STORMWATER MANAGEMENT FACILITY AS SHOWN HEREON IS HEREBY DEDICATED TO THE 99 PALMS HOMEOWNER'S ASSOCIATION. THE 10' WIDE CITY UTILITY EASEMENT AND HOA SEWER EASEMENT IS HEREBY DEDICATED TO THE 99 PALMS HOMEOWNER'S ASSOCIATION, AND THE CITY OF PANAMA CITY BEACH, FLORIDA FOR ACCESS AND MAINTENANCE OF FACILITIES AND SERVICES. THE 10' WIDE HOA UTILITY EASEMENT IS HEREBY DEDICATED TO THE 99 PALMS HOMEOWNER'S ASSOCIATION. THIS DEDICATION SHALL NOT CREATE ANY ADDITIONAL RIGHTS OF THE PUBLIC IN THE PROPERTY SHOWN ON THE PLAT, AND NO OTHER AREAS ARE DEDICATED TO THE PUBLIC BY MEANS OF THIS PLAT UNLESS SPECIFICALLY SET FORTH HEREIN.

WITNESS

PRINTED NAME

BY:

HASSAN TEHRANI
MANAGER
99 PALMS SUBDIVISION, LLC

WITNESS

PRINTED NAME

DATE SIGNED

ACKNOWLEDGMENT:

BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED HT TEHRANI, MANAGER OF 99 PALMS SUBDIVISION, LLC, THE OWNER IN FEE SIMPLE, PERSONALLY KNOWN TO ME OR WHO PRESENTED A VALID DRIVERS LICENSE AS IDENTIFICATION, AND WHO ACKNOWLEDGED EXECUTION OF THE DEDICATION OF THIS PLAT OF 99 PALMS SUBDIVISION, FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC STATE OF _____
MY COMMISSION EXPIRES: _____

DESCRIPTION:

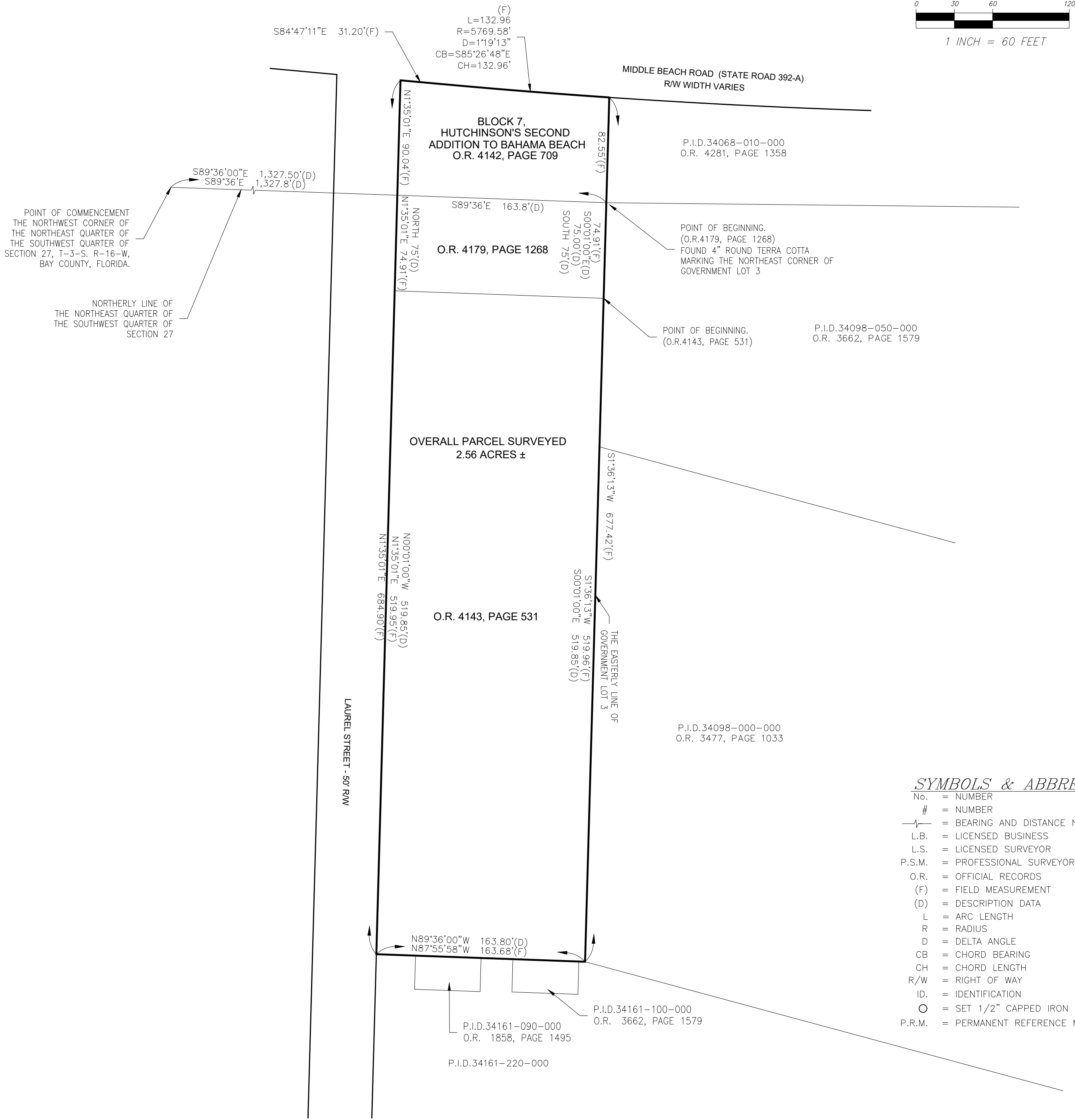
(OFFICIAL RECORDS BOOK 4142, PAGE 709)
BLOCK 7 OF HUTCHISON'S SECONDS ADDITION TO BAHAMA BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 51, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 343, PAGE 5, PUBLIC RECORDS OF BAY COUNTY FLORIDA DESCRIBED AS FOLLOWS: THENCE PORTION LYING SOUTHERLY OF AND WITHIN 40 FEET OF THE SURVEY LINE OF STATE ROAD 392-A, SECTION 46010, AND LYING NORTHERLY OF SAID SURVEY LINE, SAID SURVEY LINE TO BE DESCRIBED AS FOLLOWS: BEGIN ON THE WEST LINE OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST AT A POINT 2364.12 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 27; THENCE RUN SOUTH 84 DEGREES 49 MINUTES 27 SECONDS EAST 2527.52 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 5729.58 FEET; THENCE RUN SOUTHEASTERLY 130.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREES 18 MINUTES 19 SECONDS TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, AT A POINT 122.99 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF NORTHWEST QUARTER AND THE END OF SURVEY LINE HEREIN DESCRIBED.

(OFFICIAL RECORDS BOOK 4143, PAGE 531)
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BAY, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE RUN S 89 DEGREES 36'00" E ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 1327.50 FEET TO THE NORTHEAST CORNER OF ORIGINAL GOVERNMENT LOT 3 IN SAID SECTION 27; THENCE RUN S 00 DEGREES 01'00" E ALONG THE EASTERLY LINE OF SAID LOT 3 FOR A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 99 DEGREES 01'00" E ALONG SAID EASTERLY LINE FOR 519.854 FEET; THENCE RUN N 89 DEGREES 36'00" W FOR 163.80 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LAUREL STREET; THENCE RUN N 99 DEGREES 01'00" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 519.85 FEET; THENCE RUN S 89 DEGREES 36'00" E FOR 163.80 FEET TO THE POINT OF BEGINNING.

(OFFICIAL RECORDS BOOK 4179, PAGE 1268)
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, THENCE SOUTH 89 DEGREES 36 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SOUTHWEST 1/4, 1327.8 FEET TO THE NORTHEAST CORNER OF ORIGINAL GOVERNMENT LOT 3 AND THE POINT OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 75 FEET; THENCE NORTH 89 DEGREES 36 MINUTES WEST, 163.8 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAUREL STREET; THENCE NORTH ALONG SAID RIGHT-OF-WAY LINE 75 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES EAST, 163.8 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN BAY COUNTY, FLORIDA.



SYMBOLS & ABBREVIATIONS:

- No. = NUMBER
- # = NUMBER
- = BEARING AND DISTANCE NOT TO SCALE
- L.B. = LICENSED BUSINESS
- L.S. = LICENSED SURVEYOR
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- O.R. = OFFICIAL RECORDS
- (F) = FIELD MEASUREMENT
- (D) = DESCRIPTION DATA
- L = ARC LENGTH
- R = RADIUS
- D = DELTA ANGLE
- CB = CHORD BEARING
- CH = CHORD LENGTH
- R/W = RIGHT OF WAY
- ID. = IDENTIFICATION
- = SET 1/2" CAPPED IRON ROD L.B. #8011
- P.R.M. = PERMANENT REFERENCE MONUMENT

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET. BEING N0°35'01"E ALONG THE EAST RIGHT OF WAY LINE OF LAUREL STREET, AS SHOWN HEREON.
- SOURCE OF INFORMATION: BOUNDARY SURVEY OF SUBJECT PROPERTY.
- FLOOD NOTE: BY GRAPHIC PLOTTING ONLY; THE PROPERTY SHOWN HEREON LIES IN ZONE "X", AS PER THE F.E.M.A. FLOOD INSURANCE RATE MAP NO. 12005C0304H FOR THE CITY OF PANAMA CITY BEACH, FLORIDA; SEE COMMUNITY PANEL NO. 120013; WHICH BEARS A MAP REVISED DATE OF JUNE 02, 2009.
- UNLESS OTHERWISE SHOWN, BUILDING SETBACK ARE AS FOLLOWS:

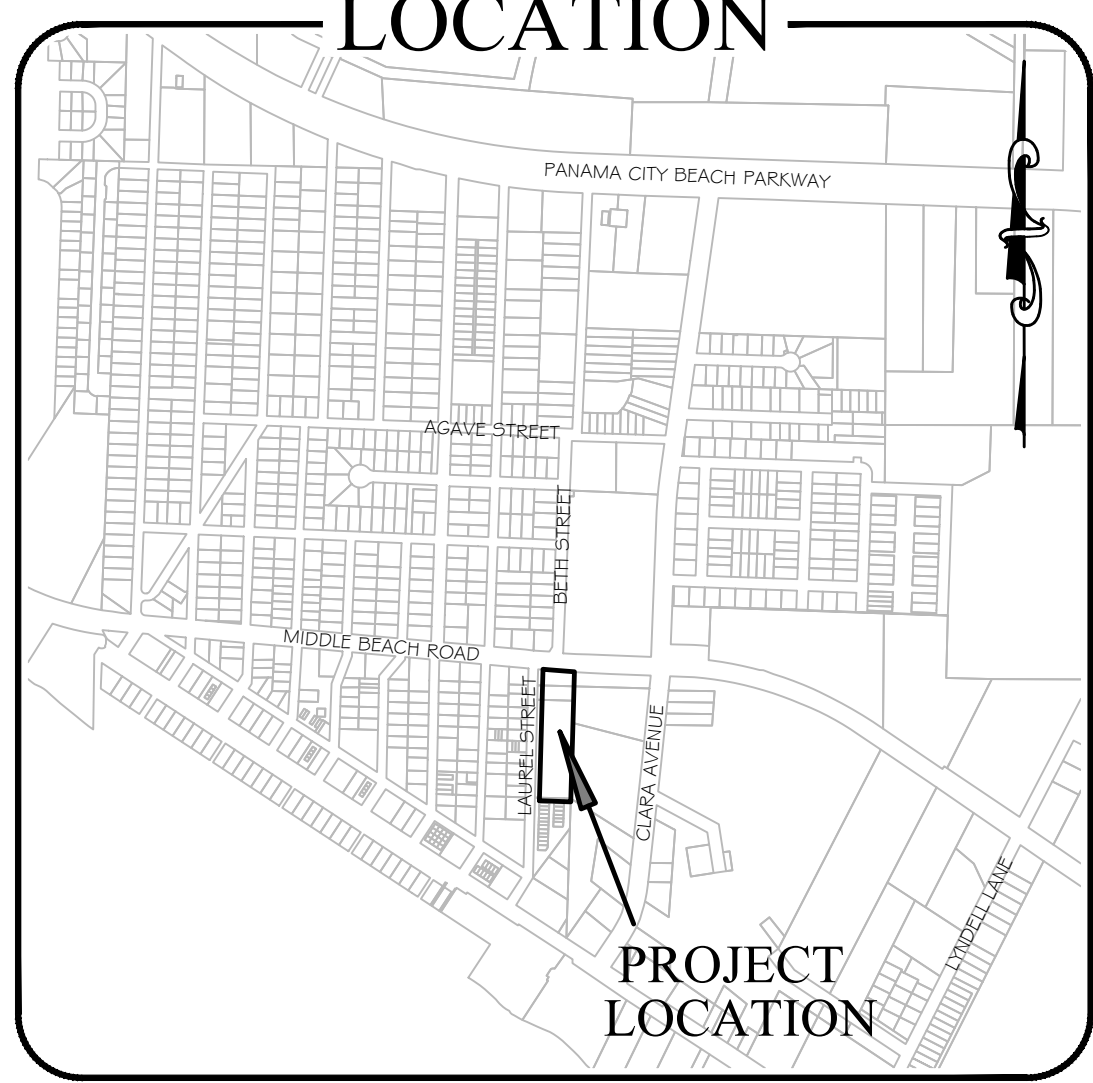
FRONT = 25.00'
SIDES = 5.00' (1 STORY BUILDINGS), 7.50' (2 STORY BUILDINGS)
REAR = 10.00'

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTE:

PURSUANT TO FLORIDA STATUTES CHAPTER 177.091 (28), ALL PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR ANY OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF THE PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.



TITLE CERTIFICATE:

FIRST AMERICAN TITLE INSURANCE COMPANY HEREBY CERTIFIES THAT UPON EXAMINATION OF THE PUBLIC RECORDS, THE TITLE TO THE LANDS DESCRIBED HEREON IS IN THE NAME OF 99 PALMS SUBDIVISION, LLC, AND THERE ARE NO UNSATISFIED MORTGAGES ON SAID LAND, RENDERED ON THE DAY OF _____, 2024.

FIRST AMERICAN TITLE INSURANCE COMPANY

TITLE EXAMINER, STATE OF FLORIDA
NAME: _____

TAX COLLECTOR'S STATEMENT

I, CHUCK PERDUE, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____ TO THE BEST OF MY KNOWLEDGE.

DATE: _____

BY:

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

CITY MANAGER'S APPROVAL:

I, DREW WHITMAN, CITY MANAGER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT OF 99 PALMS SUBDIVISION, AND FIND THAT IT CONFORMS TO THE APPLICABLE REGULATIONS FOR SUBDIVISIONS WITH THE CITY OF PANAMA CITY BEACH, FLORIDA. SIGNED ON THIS THE ____ DAY OF _____, 2024

BY: _____
DREW WHITMAN, CITY MANAGER

CITY ENGINEER'S APPROVAL:

I, WYATT O. ROTHWELL, P.E., ACTING CITY ENGINEER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT OF 99 PALMS SUBDIVISION, AND FIND THAT IT CONFORMS TO THE APPLICABLE REGULATIONS FOR SUBDIVISIONS WITH THE CITY OF PANAMA CITY BEACH, FLORIDA. SIGNED ON THIS THE ____ DAY OF _____, 2024

BY: _____
WYATT O. ROTHWELL, P.E.
ACTING CITY ENGINEER
FLORIDA LICENSE NUMBER 96824

CITY COUNCIL'S APPROVAL:

WE, THE CITY COUNCIL FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HEREBY CERTIFY THAT THIS PLAT, AND DEDICATION, TOGETHER WITH ALL CERTIFICATIONS SHOWN HEREON, HAVE BEEN EXAMINED IN REGULAR SESSION AND DULY APPROVED BY A MAJORITY OF THE COUNCIL AND HEREBY ORDERED FILED FOR PERMANENT RECORD THIS THE ____ DAY OF _____, 2024.

MARK SHELDON, MAYOR

PAUL CASTO,
COUNCIL MEMBER, WARD 1

PHIL CHESTER,
COUNCIL MEMBER, WARD 2

MARY COBURN
COUNCIL MEMBER, WARD 3

MICHAEL JARMAN,
COUNCIL MEMBER, WARD 4

CERTIFICATE OF CLERK:

I, BILL KINSAUL, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR PERMANENT RECORD ON THE ____ DAY OF _____, 2024 IN PLAT BOOK NO. _____, AT PAGE(S) NO. _____ THROUGH NO. _____, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

BY: _____
BILL KINSAUL
CLERK OF THE CIRCUIT COURT
BAY COUNTY, FLORIDA

CITY SURVEYOR'S CERTIFICATE:

I, TONY G. SYFRETT, CITY SURVEYOR UNDER CONTRACT TO AND FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT OF 99 PALMS SUBDIVISION, AND HEREBY CERTIFY THAT IT CONFORMS TO CHAPTER 177, PART 1, PLATTING OF THE FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS THE ____ DAY OF _____, 2024.

TONY G. SYFRETT, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 5943

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF 99 PALMS SUBDIVISION IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WILL BE SET AFTER COMPLETION OF CONSTRUCTION.

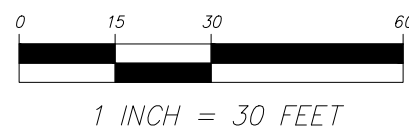
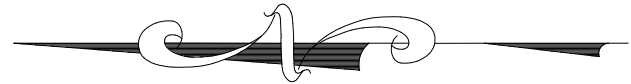
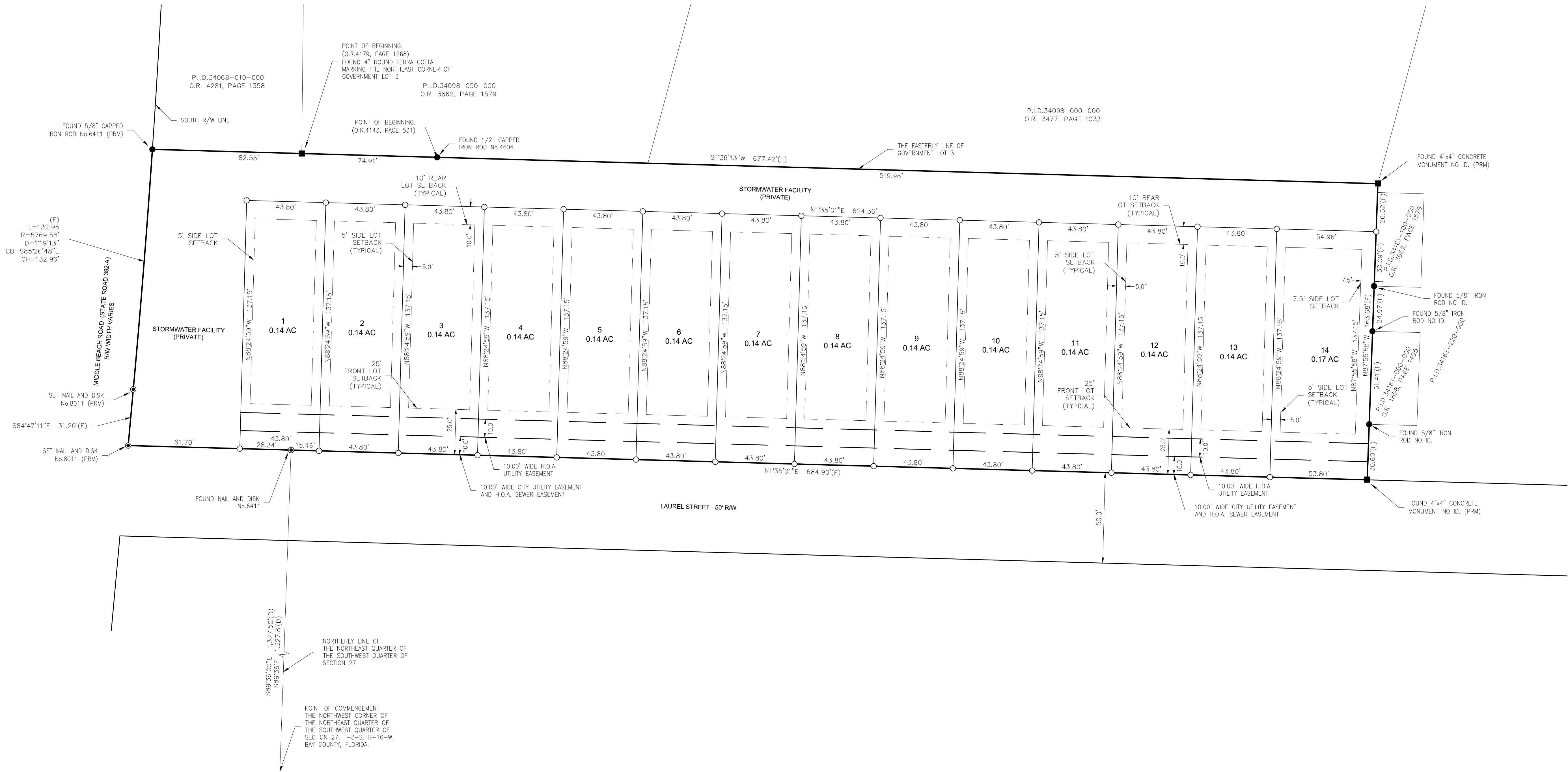
SIGNED ON THIS THE ____ DAY OF _____, 2024.

BY: _____
FREDERICK C. RANKIN, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NO. LS 6585

Dewberry
DEWBERRY ENGINEERS INC.
203 ABERDEEN PARKWAY
PANAMA CITY, FLORIDA 32405
PHONE: 850.522.0644 FAX: 850.522.1011
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

99 PALMS SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA.
ALSO BEING A REPLAT OF A PORTION OF BLOCK 7 OF HUTCHISON'S SECONDS ADDITION TO BAHAMA BEACH,
AS RECORDED IN PLAT BOOK 9, PAGE 51 , PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
FEBRUARY, 2024



NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTE:

PURSUANT TO FLORIDA STATUTES CHAPTER 177.091 (28), ALL PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR ANY OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF THE PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET. BEING N0°35'01"E ALONG THE EAST RIGHT OF WAY LINE OF LAUREL STREET, AS SHOWN HEREON.
- SOURCE OF INFORMATION: BOUNDARY SURVEY OF SUBJECT PROPERTY.
- FLOOD NOTE: BY GRAPHIC PLOTTING ONLY; THE PROPERTY SHOWN HEREON LIES IN ZONE "X", AS PER THE F.E.M.A. FLOOD INSURANCE RATE MAP NO. 12005C0304H FOR THE CITY OF PANAMA CITY BEACH, FLORIDA; SEE COMMUNITY PANEL NO. 120013; WHICH BEARS A MAP REVISED DATE OF JUNE 02, 2009.
- UNLESS OTHERWISE SHOWN, BUILDING SETBACK ARE AS FOLLOWS:
FRONT = 25.00'
SIDES = 5.00' (1 STORY BUILDINGS), 7.50' (2 STORY BUILDINGS)
REAR = 10.00'

SYMBOLS & ABBREVIATIONS:

- No. = NUMBER
= NUMBER
— = BEARING AND DISTANCE NOT TO SCALE
L.B. = LICENSED BUSINESS
L.S. = LICENSED SURVEYOR
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
O.R. = OFFICIAL RECORDS
(F) = FIELD MEASUREMENT
(D) = DESCRIPTION DATA
L = ARC LENGTH
R = RADIUS
D = DELTA ANGLE
CB = CHORD BEARING
CH = CHORD LENGTH
R/W = RIGHT OF WAY
ID = IDENTIFICATION
O = SET 1/2" CAPPED IRON ROD L.B. #8011
P.R.M. = PERMANENT REFERENCE MONUMENT

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AFFIDAVIT OF PUBLICATION

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

Before the undersigned authority personally appeared Laquansay Nickson Watkins, who on oath says that he or she is an agent of Column Software, PBC; that the attached copy of advertisement, being a legal advertisement or public notice of Display Ad (document upload) Notice in the matter of 99 Palms Plat Notice, was published on the publicly accessible website of FL, hosted by Column Software, PBC on Jan. 17, 2024

and that the fees charged are legal.

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

NOTICE ID: qAAPNY5qcNvnMV4ENWB9
Publication Fee: 0.00

(Signed) Laquansay Watkins
as authorized signatory of Column Software, PBC

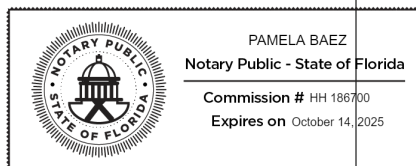
VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 01/18/2024



Notary Public
Notarized online using audio-video communication



Published in Bay County NOTICE OF PUBLIC HEARING TO CONSIDER PLAT APPROVAL

Notice is hereby given by the City Council of the City of Panama City Beach, Florida, that, having received an application from 99 Palms Subdivision LLC, it intends to consider the approval of the plat for Parcel IDs 34220-000-000 (Vacant); 34161-020-000 (603 Laurel St.); and 34161-000-000 (615 Laurel St.) located in Panama City Beach, Florida. The City will hold a quasi-judicial public hearing to consider the plat at the City Council's regular meeting to be conducted at 6:00 P.M. on Thursday, February 8, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida, in accordance with the Type II Procedures set forth in the City's Land Development Code for subdivision plats. A copy of the proposed plat may be inspected at the office of the City Clerk at City Hall.

Further information on this item may be obtained from Wyatt Rothwell, City Engineer, by calling 850-233-5100. The meeting will also be live-streamed on the City website www.pcbgov.com.

If a person decides to appeal any decision made by the City Council with respect to any matter considered, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Any person requiring a special accommodation to participate in this meeting because of a disability or physical impairment should contact Lynne Fasone, the Panama City Beach City Clerk, Lynne. Fasone@pcbfl.gov or by phone at 850-233-5100 at least (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL
BY: S/ LYNNE FASONE, CITY MANAGER



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

February 8, 2024

3. REQUESTED MOTION/ACTION:

The City's revenue certificate program is intended to encourage private funding and extension of its utilities systems by providing a mechanism for developers to recapture portions of their investment required to extend utilities mains into currently un-served areas. Through this program, individuals that construct these extensions can potentially recapture portions of their investment through credits on their initial impact fees and also from a share of the impact fees paid by new customers connecting to these main extensions.

The developer of this sewer utilities extension, Robert P. Russell, has provided the needed documentation, cost information and title transfer documents for a sewer force main extension along Paradiso Place. Staff has reviewed this information and recommends approval of a revenue certificate in the amount of \$10,946.00 comprised of \$3,846.00 for surveying and engineering and \$7,100.00 for construction. Current terms of our revenue certificate program provide for construction of this type to receive a certificate with a 5-year term and repayment from 75% of the impact fees paid by customers connecting to the sewer force main extension.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION /
ACTION ITEMS

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

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Economic Development
Quality of Life
Attractive Community

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

In order to provide sewer service on the portion of Paradiso Place northward from 310 Paradiso Place to Panama City Beach Parkway, Robert P. Russell elected to construct an extension to the City's sewer system serving this area. This extension includes approximately 510 linear feet of 3-inch force main along the east side of Paradiso Place northward from 310 Paradiso Place to its intersection with Front Beach Road. This sanitary sewer system extension will currently serve approximately 20 lots. This extension is consistent with one of the City's long-term goals of elimination of septic sewer systems in our franchise area. Staff has reviewed the costs and recommends approval of a revenue certificate in the amount of \$10,946.00, payable per Resolution 24-82 from 75% of the impact fees collected over a 5-year period following the date of issuance. A proposed resolution and revenue certificate are provided for Council consideration.

Res 24-82.310 Paridiso.Revenue Certificate.pdf
310 Paridiso.Revenue Certificate No.24-01.pdf
310 Paridiso.Bill of Sale.pdf

RESOLUTION NO. 24-82

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING CERTAIN SEWER FACILITIES FROM ROBERT P. RUSSELL, AND IN CONSIDERATION THEREFOR AUTHORIZING EXECUTION AND DELIVERY OF A REVENUE CERTIFICATE IN AN AMOUNT NOT TO EXCEED TEN THOUSAND, NINE HUNDRED FORTY-SIX DOLLARS (\$10,946) PAYABLE SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF IMPACT FEES COLLECTED BY THE CITY OF PANAMA CITY BEACH FOR SEWER UTILITY CONNECTIONS MADE TO THOSE SAME, CERTAIN FACILITIES, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE RESOLUTION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

That in consideration of the transfer of the following described facilities to the City by Robert P. Russell, whose address is 310 Paridiso Place, Panama City Beach, Florida 32413, receipt whereof is hereby acknowledged, to wit,

All sewer improvements constructed within the rights of way at the southeast corner of the intersection of Paridiso Place and Panama City Beach Parkway (SR 30A -US 98) and continuing southward within the eastern right of way of Paridiso Place and terminating near the northeast corner of 310 Paridiso Place including approximately 500 feet of 3-inch diameter sewer force main together with all connectors, appurtenances, valves, fittings, etc. necessary to make the force main a complete and operational extension of the City sewer system.

The City does hereby issue and the appropriate officers and staff thereof are authorized to execute and deliver to Robert P. Russell, that certain sewer revenue certificate of even date in an amount not to exceed Ten Thousand, Nine Hundred Forty-Six Dollars (\$10,946) with no interest thereon, payable solely from seventy-five percent (75%) of Impact Fees collected by the City of Panama City Beach under Article III, Chapter 23, Panama City Beach Code of Ordinances, or similar ordinance superseding same, for connections made to those certain sewer facilities described above.

Nothing herein shall be construed as a conveyance or mortgage of the City's facilities or property or any part thereof or any interest therein, nor is the

obligation authorized hereby a general obligation or indebtedness of the City or “bonds” within the meaning of Section 12, Article VII, of the Constitution of Florida, but shall be payable solely from and secured by a lien upon or a pledge of the special funds as herein provided. The lien and pledge securing said Certificate shall be inferior and subordinate to the lien and pledge, if any, of all currently outstanding water and sewer revenue bonds of the City of Panama City Beach, Florida. In addition, the holder of the Certificate authorized hereby shall agree to subordinate, at any time requested by the City, the lien and pledge hereof to any future water or sewer, or both, revenue bond which may be issued by the City, provided that any such future revenue bond shall not prohibit payment of any sum due under the Certificate whenever said bond shall not be in default and every debt reserve fund, renewal or replacement fund, or other fund of any nature required thereby shall be fully funded. The certificate authorized hereby shall be payable solely from seventy-five percent (75%) of collected Impact Fees described herein; in the event insufficient connections are made or the City is unable through reasonable diligence to collect sufficient Impact Fees to satisfy the certificate on or before five (5) years from date, these certificates shall be void and of no further force and effect.

PASSED, APPROVED, AND ADOPTED this _____ day of February, 2024.

**CITY OF PANAMA CITY BEACH,
FLORIDA**

BY: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

This certificate is registered with the City Clerk of the City of Panama City Beach, Florida, in the name of the payee and is not transferable except on the books of the City at City Hall.

**PANAMA CITY BEACH, FLORIDA
February 8, 2024**

**REVENUE CERTIFICATE
2024-01**

THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, whose address is 17007 Panama City Beach Pkwy, Panama City Beach, FL 32413, for value received, promises to pay to the order of Robert P. Russell, whose address is 310 Paridiso Place, Panama City Beach, Florida 32413, hereinafter called “Lender”, at the times and in the amounts hereinafter stated, at 17007 Panama City Beach Pkwy, Panama City Beach, FL 32413, the sum of Ten Thousand, Nine Hundred Forty-Six Dollars (\$10,946), lawful money of the United States of America, with no interest thereon, payable solely from seventy-five percent (75%) of Impact Fees collected by the City of Panama City Beach under Article III, Chapter 23, Panama City Beach Code of Ordinances, or similar ordinance superseding same, for sewer connections made to those certain sewer facilities financed hereby and generally described as follows, to wit,

All sewer improvements constructed within the rights of way at the southeast corner of the intersection of Paridiso Place and Panama City Beach Parkway (SR 30A -US 98) and continuing southward within the eastern right of way of Paridiso Place and terminating near the northeast corner of 310 Paridiso Place including approximately 500 feet of 3-inch diameter sewer force main together with all connectors, appurtenances, valves, fittings, etc. necessary to make the force main a complete and operational extension of the City sewer system.

Repayment shall be made at City Hall, City of Panama City Beach, Florida, in installments equal to seventy-five percent (75%) of such Impact Fees collected from time to time if and when such collections are made. Each installment shall be due within thirty (30) days after such fees are collected by the City.

This Revenue Certificate is issued by the City of Panama City Beach, Florida, pursuant to Chapter 70-874, Laws of Florida, Special Acts of 1970, as amended, Florida Statutes Chapter 166, and other applicable provisions of the laws of Florida.

Lender may at law or in equity by suit, action, mandate, or other proceedings in any court of competent jurisdiction protect and enforce its rights, including the appointment of a receiver, existing under the Laws of Florida or this Certificate, and may compel the performance of all duties required by law to be performed by the City or any officer thereof. There shall be added to the debt secured hereby all costs of collection, including a reasonable attorney's fee. Nothing herein, however, shall be construed as a conveyance or mortgage of the City's facilities or property or any part thereof or any interest therein, nor is the obligation evidenced hereby a general obligation or indebtedness of the City or "bonds" within the meaning of Section 12, Article VII, of the Constitution of Florida, but shall be payable solely from and secured by a lien upon or a pledge of the special funds as herein provided. The exercise of ad valorem taxing power may not be compelled to pay this Revenue Certificate.

The lien and pledge of this Revenue Certificate is inferior and subordinate to the lien and pledge, if any, of all currently outstanding water and sewer revenue bonds of the City of Panama City Beach, Florida. In addition, the pledge hereof shall be inferior and subordinate to the lien and pledge of any future water or sewer revenue bond, or both, which may be issued by the City, and the holder of this Certificate agrees to subordinate the lien hereof to any future water or sewer, or both, revenue bonds which may be issued by the City, provided that any such future revenue bond shall not prohibit payment of any sum due under this Certificate whenever said bond shall not be in default and every debt reserve fund, renewal or replacement fund, or other fund of any nature required thereby shall be fully funded.

THIS CERTIFICATE SHALL BE PAYABLE SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF COLLECTED IMPACT FEES DESCRIBED HEREIN; IN THE EVENT INSUFFICIENT CONNECTIONS ARE MADE OR THE CITY IS UNABLE THROUGH REASONABLE DILIGENCE TO COLLECT SUFFICIENT IMPACT FEES TO SATISFY THIS CERTIFICATE ON OR BEFORE FIVE (5) YEARS FROM DATE OF ISSUANCE, THIS CERTIFICATE SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

DATED this _____ day of _____, 2024.

CITY OF PANAMA CITY BEACH, FLORIDA

By: _____

Drew Whitman, City Manager

ATTEST:

Lynne Fasone, City Clerk

APPROVED AS TO FORM:

Cole Davis, City Attorney

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Robert P. Russell** whose address is 310 Paradiso Place, Panama City Beach, Florida 32413, ("Seller"), for and in consideration of the sum of Ten and no/100's Dollars, lawful money of the United States, to it paid by **THE CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation, duly organized and validly existing under the laws of the State of Florida ("Buyer"), whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the Buyer, the following goods and chattels:

All sewer improvements constructed within the rights of way at the southeast corner of the intersection of Paridiso Place and Panama City Beach Parkway (SR 30A - US 98) and continuing southward within the eastern right of way of Paridiso Place and terminating near the northeast corner of 310 Paridiso Place including approximately 500 feet of 3-inch diameter sewer force main together with all connectors, appurtenances, valves, fittings, etc. necessary to make the force main a complete and operational extension of the City sewer system.

Collectively, the foregoing, together with the miscellaneous items and equipment affixed to and made a permanent part of those improvements, are referred to as the "Personalty."

TO HAVE AND TO HOLD the same unto the Buyer, Buyer's successors and assigns forever.

AND each Seller does, for itself, covenant to and with the Buyer that Sellers collectively are or represent all of the lawful owners of the Personalty; that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that each Sellers has good right and lawful authority to sell the Personalty; and that each Seller does warrant and defend the sale of the Personalty to the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

AND each Seller represents and warrants to the Buyer that, to its present knowledge the Personalty is free from defects in material and workmanship, and that Seller is not presently aware of any facts or circumstances which would cause a prudent wastewater operator to investigate whether a defect in material or workmanship exists. The warranties stated above are expressly in lieu of all other warranties not expressly stated herein, including the warranties of quality, productiveness, and fitness for a particular purpose. Except as expressly stated herein, Sellers make no implied warranties.

DATED this _____ day of _____, 20__.

**Signed, sealed & delivered
in the presence of:**

Print Name

By: **Robert P. Russell**

Print Name

**STATE OF FLORIDA
COUNTY OF BAY**

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____, as _____ of
Robert P. Russell, on behalf of the corporation, who: (notary **must** check applicable line)
_____ is personally known to me.
_____ produced a current driver's license as identification.

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

J. Cole Davis
HAND ARENDALL HARRISON SALE LLC
304 MAGNOLIA AVENUE
PO DRAWER 1579
PANAMA CITY, FLORIDA, 32402
(850) 769-3434