PANAMA CITY BEACH CITY COUNCIL
AGENDA

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

MEETING DATE: JANUARY 24, 2019
MEETING TIME: 9:00 A.M.

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION – COUNCILMAN CASTO

III. PLEDGE OF ALLEGIANCE - COUNCILMAN CASTO

IV. COMMUNITY ANNOUNCEMENTS

V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JANUARY 10, 2019

VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

VII. PRESENTATIONS - COUNCILMAN CASTO

1 KEEP PCB BEAUTIFUL CERTIFICATION PRESENTATION-JOANN WEATHERFORD

VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)

IX. CONSENT AGENDA

1 RESOLUTION 19-41, MARDI-GRAS PARADE ROAD CLOSURES. “A Resolution authorizing temporary closure of portions of certain roads internal to Pier Park to permit the Panama City Beach Mardi Gras and Music Festival on March 2 and 3, 2019; authorizing careful traffic control and extraordinary usage of portions of Front Beach Road on Saturday, February 2, 2019, to permit the Panama City Beach Mardi Gras at the Beach Parade; and providing an immediately effective date.”

2 RESOLUTION 19-46, BID AWARD - PARKS 2019 FORD EXPLORER PURCHASE. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Auto Nation Ford Mobile in the amount of $28,679 for the purchase of a 2019 Ford Explorer; and providing an immediately effective date.”

3 RESOLUTION 19-47, BID AWARD - WWTF EFFLUENT TRANSFER PUMPS PURCHASES. “A Resolution of the City of Panama City Beach, Florida, approving an agreement with GPM, Inc. D/B/A Gilbert Pump & Mechanical in the amount of $213,000 for the purchase of two replacement effluent transfer pumps; and providing an immediately effective date.”

4 RESOLUTION 19-48, BID AWARD - WWTF BLOWER REPLACEMENTS. “A Resolution of the City of Panama City Beach, Florida approving an agreement with Universal Blower PAC, Inc. in the amount of $61,700 for the purchase of 3 replacement blowers; and providing an immediately effective date.”

5 RESOLUTION 19-49, BID AWARD - UTILITY SERVICES VEHICLES PURCHASE. “A Resolution of the City of Panama City Beach, Florida approving the purchase of two utility work trucks and one utility cargo van as more particularly set forth in the body of the Resolution, from Bozard Ford Company in the amount of $81,588; and providing an immediately effective date.”

1 of 3

Reg Mtg Agenda
January 24, 2019
6 RESOLUTION 19-50, UTILITY DEPARTMENT BACKHOE LOADER PURCHASE. "A Resolution of the City of Panama City Beach, Florida approving an agreement with Beard Equipment Co. for the purchase of a loader backhoe in the amount of $79,193.75; and providing an immediately effective date.”

X. REGULAR AGENDA - DISCUSSION/ACTION

<table>
<thead>
<tr>
<th>NO.</th>
<th>OFFICIAL</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>KJ</td>
<td>SHOREWALK SUBDIVISION PLAT APPROVAL, PUBLIC HEARING.</td>
</tr>
</tbody>
</table>

2 KJ RESOLUTION 19-52, HIDE-A-WAY PLAT VACATION.

3 MG RESOLUTION 19-53, BID AWARD - NEW FIRE STATION.


XI. DELEGATE AND STAFF REPORTS

1 DELEGATIONS. In accordance with the City Council's rules and procedures, residents or tax-collectors of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card. Speaker cards are located inside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by the Chair.

2 ATTORNEY REPORT.

3 CITY MANAGER REPORT.

4 COUNCIL COMMENTS.

5 ADJOURN.

PAUL CASTO X
PHIL CHESTER X
GEOFF MCCONNELL X
HECTOR SOLIS X
MIKE THOMAS X

PAUL CASTO X
PHIL CHESTER X
GEOFF MCCONNELL X
HECTOR SOLIS X
MIKE THOMAS X

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

IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed to interested parties and posted on the website on: 1/21/19 2P.M.

NOTE: COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY’S WEBSITE WWW.PCBGOV.COM.

THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND CITY FACEBOOK PAGE “CITY OF PANAMA CITY BEACH-GOVERNMENT”.

NOTE: ONE OF 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 (1995)
DRAFT
MINUTES
Mayor Thomas called the Regular Meeting to order at 6 P.M. with all Councilmen, the City Manager, City Clerk and City Attorney present.

Derrick Bennett, Campus Pastor of the Northstar Church, gave the invocation and Councilman Solis led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Special Meeting for Hurricane Michael Updates/Needs of October 18, the Regular Meeting of November 8 and the Special Meeting of November 26, 2018 were read. Councilman Chester made the motion to approve the Minutes as written. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

- Councilman Chester: Aye
- Councilman McConnell: Aye
- Councilman Solis: Aye
- Councilman Casto: Aye
- Mayor Thomas: Aye

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman Solis requested to add a discussion of local gas prices to the agenda. Councilman Chester made the motion to approve the Agenda as written with the addition of a discussion of local gas prices. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

- Councilman Chester: Aye
- Councilman McConnell: Aye
- Councilman Solis: Aye
- Councilman Casto: Aye
- Mayor Thomas: Aye

Mayor Thomas added the Local Gas Price Discussion as Item #13 to the Agenda.

PRESENTATIONS
1. BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilman Chester introduced Master Adrian Mitchell and presented her with the Civic Achievement Award for exemplary service to the Beach Boys and Girls Club. Ms. Latina Reed, Club representative, spoke of Aniyah's contributions to the Club. The audience responded with applause.

PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEMS)
Mayor Thomas opened the Public Comments section of the meeting at 6:10 P.M. and invited comments. There were none. He closed the Public Comments.

CONSENT AGENDA
Ms. Smith read the Consent Agenda Item by title.
1. "FLORIDA ARBOR DAY" PROCLAMATION. "A Proclamation designating January 18, 2019 as "Florida Arbor Day" in Panama City Beach and reporting volunteers will plant 1,000 longleaf pines February 2, 2019 at the Conservation Park during the annual Longleaf Tree Planting Celebration."
Councilman McConnell made the motion to approve the Consent Agenda. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

Councilman Solis  Aye  
Councilman Casto  Aye  
Councilman Chester  Aye  
Councilman McConnell  Aye  
Mayor Thomas  Aye

REGULAR AGENDA

ITEM 1 SHOREWALK SUBDIVISION PLAT APPROVAL, PUBLIC HEARING CONTINUED. Ms. Myers explained the staff requested this hearing be continued until the next council meeting. The plat and the title work had been received and had every expectation it would be ready for approval at the next Council meeting.

ITEM 2 ORDINANCE 1482, CHARTER AMENDMENT REGARDING CIVIL SERVICE BOARD POWERS, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1482 by title. The Mayor opened the Public Hearing at 6:14 p.m.

Mr. Burnie Thompson, 19272 Front Beach Road. Spoke in opposition to Ordinance 1482. Mr. Thompson commented that the Civil Service Board helps screen potential employees and it was mentioned before that it saves department heads time. Mr. Thompson questioned the cost and urgency of holding a special election.

Mayor Thomas explained the ballot proposal does not do away with the Civil Service Board, but allows to remain as a grievance board. Mayor Thomas commented that the Civil Service Board does a great job but there had been problems in the past which hindered hiring quality candidates. Without nothing further, the Public Hearing was closed at 6:17 p.m.

Councilman Casto commented the Civil Service Board was working fine and had been in place almost fifty years. Councilman Casto commented that removing the Board’s hiring duties would place a heavy workload on the employees where the Board performs that service for free. Councilman Chester clarified that each board member gets paid ten dollars a month. Mayor Thomas reiterated the problems with the pace of the Board and felt that the process slowed down the department heads and the best candidates which had a negative effect on the City. Councilman Casto explained the Civil Service Board had begun meeting twice a month to help expedite problems. He expressed concern that the Board will be able to stay together if they only meet once or twice a year for a grievance. Councilman Solis commented the department heads supported having a quicker hiring practice; He felt that cities of our size were doing direct hiring, while few still have a Civil Service Board. Councilman Solis made the motion to approve Ordinance 1482. Second was by Councilman McConnell and the motion passed by majority roll call vote recorded as follows:

Councilman Solis  Aye  
Councilman Casto  Nay  
Councilman Chester  Nay  
Councilman McConnell  Aye  
Mayor Thomas  Aye

ITEM 3 RESOLUTION 19-39, BALLOT LANGUAGE FOR CHARTER AMENDMENT. Ms. Myers read Resolution 19-39 by title. No discussion. Councilman Solis made the motion to approve Resolution 19-39. Second was by Councilman McConnell and the motion passed by majority roll call vote recorded as follows:

Councilman Solis  Aye  
Councilman Casto  Nay  
Councilman Chester  Nay  
Councilman McConnell  Aye  
Mayor Thomas  Aye

ITEM 4 ORDINANCE 1484, CONFIRMING LSV CAP, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1484 by title. Mayor Thomas opened the Public Hearing at 6:23 p.m. and asked for comments.

1 Tod Ingram, 12202 Hutchinson Boulevard. Mr. Ingram spoke in opposition and noted that the LSV’s were supposed to replace scooters and that the market should dictate the number of LSV’s.

2 Burnie Thompson, 19272 Front Beach Road. Mr. Thompson spoke in opposition and agreed with Mr. Ingram. Mr. Thompson stated that government should not regulate the free market.
Gary Beck, 17001 Front Beach Road. Mr. Beck spoke of his Federal case and commented on the various properties that was stolen from him. With nothing further, the Public Hearing was closed at 6:33 p.m. Councilman Solis made the motion to approve Ordinance 1484. Second was by Councilman McConnell and the motion passed by majority roll call vote recorded as follows:

- Councilman Solis: Aye
- Councilman Casto: Aye
- Councilman Chester: Aye
- Councilman McConnell: Aye
- Mayor Thomas: Nay

ITEM 5 ORDINANCE 1485, AMENDING LDC RELATED TO PARKING CHANGES, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1485 by title. Mayor Thomas opened the Public Hearing at 6:35 p.m. and asked for comments.

1. Genese Hatcher, 203 S Wells Street. Ms. Hatcher commented parking has been a major issue. Ms. Hatcher asked about the Planning Department’s work on additional changes to the Land Development Code which would change parking and increase building size.

2. Burnie Thompson, 19272 Front Beach Road. Mr. Thompson spoke in opposition. He asserted that the Ordinance was designed to hurt Ms. Hatcher by Councilman Solis. He commented that Mayor Thomas’ diner has parking spaces that are too short.

3. Gary Beck, 17001 Front Beach Road. Mr. Beck stated that the government is targeting people with statutes. He spoke of disputes with Bay County government. Mr. Beck spoke of Mr. Thompson’s Facebook. With nothing further, the Public Hearing was closed at 6:42 p.m.

Mr. Mel Leonard explained these changes came from suggestions the Planning Board made along with the height incentive requests considered from discussion at that meeting. He is finishing up a summary of draft changes in the land development code. Councilman McConnell commented these are good changes. Councilman McConnell made the motion to approve Ordinance 1485. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

- Councilman Solis: Aye
- Councilman Casto: Aye
- Councilman Chester: Aye
- Councilman McConnell: Aye
- Mayor Thomas: Aye

ITEM 6 ORDINANCE 1486, AMENDING LDC CLARIFYING VARIANCE APPEALS, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1486. Mayor Thomas opened the Public Hearing at 6:45 p.m. and invited audience comments. There were none. He closed the Public Hearing at 6:45 p.m. Councilman Chester made the motion to approve Ordinance 1486. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

- Councilman Solis: Aye
- Councilman Casto: Aye
- Councilman Chester: Aye
- Councilman McConnell: Aye
- Mayor Thomas: Aye

ITEM 7 ORDINANCE 1487, ANNUAL UPDATE OF CAPITAL IMPROVEMENTS SCHEDULE, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1487 by title. Mayor Thomas opened the Public Hearing at 6:47 p.m. and invited audience comments. There were none. He closed the Public Hearing at 6:47 p.m. Councilman Casto made the motion to approve Ordinance 1487. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

- Councilman Solis: Aye
- Councilman Casto: Aye
- Councilman Chester: Aye
- Councilman McConnell: Aye
- Mayor Thomas: Aye
ITEM 8  ORDINANCE 1488, AMENDING CHAPTER 25 CODE ENFORCEMENT PROCESS, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1488 by title. Mayor Thomas opened the Public Hearing at 6:48 p.m. and asked for comments.

1 Burnie Thompson, 19272 Front Beach Road. Mr. Thompson spoke in opposition and alleged that the Council was taking away recourse from the people.

2 Gary Beck, 17001 Front Beach Road. Mr. Beck commented he is a victim of corrupt code enforcement. The Public Hearing was closed at 6:55 p.m.

Ms. Myers explained the duties that were previously performed by the County Clerk of Courts would now be administered by the City Clerk or its designee. The due process provided by the city is unchanged, only the parties are changing. Councilman McConnell made the motion to approve Ordinance 1488. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

Councilman Solis  Aye
Councilman Casto  Aye
Councilman Chester  Aye
Mayor Thomas  Aye

ITEM 9  RESOLUTION 19-42, BID AWARD- DISASTER DEBRIS MONITORING CONTRACTS. Ms. Myers read Resolution 19-39 by title. This resolution would award two five year contracts to each firm, but no task orders would be issued. These companies would be on standby for debris monitoring services if needed, in event of another storm. Currently, city staff was undertaking debris monitoring for Hurricane Michael related debris. Councilman Chester made the motion to approve Resolution 19-42. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

Councilman Solis  Aye
Councilman Casto  Aye
Councilman Chester  Aye
Mayor Thomas  Aye

ITEM 10  RESOLUTION 19-44, MULTI-USE TRAIL EXTENSION EAST, GAYLE'S TRAILS PHASE 11, PANHANDLE ENGINEERING MSA, TASK ORDER #2019-01 & BUDGET AMENDMENT #8. Ms. Myers read Resolution 19-44 by title. No discussion. Councilman McConnell made the motion to approve Resolution 19-44. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

Councilman Solis  Aye
Councilman Casto  Aye
Councilman Chester  Aye
Mayor Thomas  Aye

ITEM 11  RESOLUTION 19-45, BID AWARD- DISASTER DEBRIS REMOVAL, REDUCTION, & HAULING SVCS CONTRACT, TASK ORDER #2019-01 & BUDGET AMENDMENT #6. Ms. Myers read Resolution 19-45 by title. No discussion. Councilman Casto made the motion to approve Resolution 19-45. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

Councilman Solis  Aye
Councilman Casto  Aye
Councilman Chester  Aye
Mayor Thomas  Aye

ITEM 12  RESOLUTION 19-43, NEW CITY CLERK HIRING AND COMPENSATION. Ms. Myers explained Resolution 19-43 and that action by the Council was required to hire and set the compensation for a new City Clerk. Councilman McConnell made the motion to approve Mary Jan Bossert as City Clerk. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:
Mr. Gisbert explained that, in the past, the starting salary would be 5% more than candidate’s current pay or the lowest scale of the new position, whichever is greater. Councilman Solis made a motion to approve the salary range. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

Councilman Solis  Aye
Councilman Casto  Aye
Councilman Chester  Aye
Councilman McConnell  Aye
Mayor Thomas  Aye

ITEM 13 GAS PRICES- DISCUSSION. Councilman Solis commented the gas prices were high in the Panama City Beach compared to other areas. Councilman Solis commented that the area was being punished and being taken advantage of. He suggested the Council write a letter to the legislative representatives to get involved in this issue as well as send notice to our neighboring cities. He noted that, following Hurricane Michael, gas prices were affecting a lot of families in the area. He requested a letter be written, all Council members agreed.

DELEGATIONS
Mayor Thomas explained the Delegations period and opened this portion of the meeting at 7:05 P.M.
1 Burnie Thompson, 19272 Front Beach Road. Mr. Thompson commented that the Council’s actions also were price-gouging. He saluted all police officers in honor of Officer Appreciation Day that was this week. He commented Mayor Thomas did not go through the metal detector.
2 Gary Beck, 17001 Front Beach Road. Mr. Beck commented on his ongoing dispute with the local governments of the area and the judicial system.
3 Cherie Crim, 17680 Front Beach Road. Ms. Crim thanked the Council for addressing the gas price issue. She commented it is not fair to residents to have one ballot in 2019. She would like to know the number of businesses that are not open due to the storm. She asked for empathy and respect.
4 Genese Hatcher, 203 S Wells Street. Ms. Hatcher asked how the council knows what items are before they vote on it.

With no further comments, the Mayor closed the Delegations period at 7:16 P.M. Mayor Thomas explained before every meeting he goes over the agenda with the City Manager. If he has any questions, he checks with the City Attorneys and department heads. The Council members do the same thing. Councilman Solis commented the council receives the agenda a week before the meeting regarding every issue. If something needs to be answered, they get clarification. Each Council member goes to the City Manager separately to get their questions answered.

ATTORNEY REPORT
Ms. Myers stated she had no report.

CITY MANAGER REPORT
Mr. Gisbert read the open bids and available jobs.

COUNCIL COMMENTS
Councilman Casto commented the street department crew, for doing a great job cleaning up our City. He discussed making sure the remaining debris piles were picked up before Spring Break. Mr. Gisbert explained these areas are commercial areas, this is why the City does not pick them up. The businesses should have received their letters of notice.

Councilman Solis commented there are still a lot of businesses closed. During the winter, businesses are closed for the season. Solis stated that he believed Firefly would be open at the end of the month. Boars Head was being repaired. He explained that many difficult things were hindering businesses from opening due to waiting on insurance for repairs. He discussed issues with parking, including semi-trucks blocking...
driveways and parking on the roads. He suggested the City offers a parking pass for semi-trucks if we have the space like it does for cars. Mr. Gisbert commented we will need to do research on that.

Councilman McConnell explained the Planning Board met yesterday and discussed the comprehensive plan. He requested the City Manager to start working on the strategic plan and also requested monthly financial statements from the City Manager.

With nothing further, the meeting was adjourned at 7:30 P.M.

READ AND APPROVED this 24th of January, 2019.

IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

ATTEST:

_____________________________
Mayor

_____________________________
City Clerk
CONSENT ITEM 1
### CITY OF PANAMA CITY BEACH
### AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>ADMINISTRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. MEETING DATE:</td>
<td>January 24, 2019</td>
</tr>
<tr>
<td>3. REQUESTED MOTION/ACTION:</td>
<td>Consider Resolution to close portions of roads in Pier Park on March 2 and 3, 2019 for the Event, and for extraordinary usage of Front Beach Road and other City roads within and around Pier Park for the parade on March 2, 2019.</td>
</tr>
<tr>
<td>4. AGENDA</td>
<td></td>
</tr>
<tr>
<td>Presentation</td>
<td></td>
</tr>
<tr>
<td>Public Hearing</td>
<td></td>
</tr>
<tr>
<td>Consent</td>
<td></td>
</tr>
<tr>
<td>Regular</td>
<td></td>
</tr>
<tr>
<td>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</td>
<td>Yes ☐ No ☑ N/A ☑</td>
</tr>
<tr>
<td>Budget Amendment or N/A</td>
<td></td>
</tr>
<tr>
<td>Detailed Budget Amendment Attached</td>
<td>Yes ☐ No ☑ N/A ☑</td>
</tr>
<tr>
<td>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</td>
<td>The Panama City Beach Mardi Gras and Music Festival event will be held on March 2 and 3, 2019. The event necessitates careful traffic control and extraordinary usage of roads within Pier Park for the Event and parade, and on Powell Adams Road and on Front Beach Road from Powell Adams to Pier Park Drive for the parade. Staff recommends approval.</td>
</tr>
</tbody>
</table>

CONSENT
AGENDA ITEM # 7
RESOLUTION NO. 19-41

A RESOLUTION AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF CERTAIN ROADS INTERNAL TO PIER PARK TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AND MUSIC FESTIVAL ON MARCH 2 AND 3, 2019; AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF PORTIONS OF FRONT BEACH ROAD ON SATURDAY, FEBRUARY 2, 2019, TO PERMIT THE PANAMA CITY BEACH MARDI GRAS AT THE BEACH PARADE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the 2019 Panama City Beach Mardi Gras and Music Festival will be held on Panama City Beach on March 2 and 3, 2019, an event which will include a Children's Parade through Pier Park on the evening of Friday, March 1, 2019, a Parade through Pier Park on the evening of Saturday, March 2, 2019, and a Street Party in Pier Park on the evenings of March 2 and 3, 2019, all of which the City finds necessitates careful traffic control and extraordinary usage of certain sections of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, Sea Monkey Way, Pier Park Drive, and Front Beach Road.

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

1. Portions of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, Sea Monkey Way, and Pier Park Drive from L.C. Hilton Jr. Drive to Longboard Way shall be closed to vehicular traffic for the 2019 Panama City Beach Mardi Gras and Music Festival, during the hours of 12:00 A.M. on March 1, 2019 until 12:00 A.M. on March 3, 2019.

2. During the hours of 4:30 P.M. and 6:00 P.M. on Saturday, March 2, 2019 all vehicular traffic on Front Beach Road from Powell Adams to West Pier Park Drive shall be rerouted in accordance with the map which accompanies this Resolution to accommodate the Mardi Gras at the Beach Parade.

3. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION this 24th day of January, 2019.

CITY OF PANAMA CITY BEACH

By: _________________________
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 19-41

CONSENT AGENDA ITEM # 1
Friday 4am Road Closures
Saturday 6am Road Closures
Temp. Children's parade closure
Temp closures just before the Main

Note: PPDR will re-open at 6am on Sunday March 3rd
Main Parade Route
4:15 - 5:45pm Saturday
Children's Parade Route
5:20-6:00pm on Friday
**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

**TEMPORARY CLOSING OF STATE ROAD PERMIT**

**Date:** 1/15/2019  
**Permit No.:**

### Governmental Entity

<table>
<thead>
<tr>
<th>Approving Local Government</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Panama City Beach</td>
<td>Mario Gisbert</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>104 S. Arnold Road Panama City Beach, Florida 32413</td>
<td><a href="mailto:mgisbert@pbgov.com">mgisbert@pbgov.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>850-333-5160</td>
<td><a href="mailto:mgisbert@pbgov.com">mgisbert@pbgov.com</a></td>
</tr>
</tbody>
</table>

### Organization Requesting Special Event

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Panama City Beach Convention and Visitors Bureau</td>
<td>Patrick Stewart</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>17001 Panama City Beach Parkway, Panama City Beach, Florida 32413</td>
<td><a href="mailto:pstawar1@visitpanamacitybeach.com">pstawar1@visitpanamacitybeach.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>850-233-5070</td>
<td><a href="mailto:pstawar1@visitpanamacitybeach.com">pstawar1@visitpanamacitybeach.com</a></td>
</tr>
</tbody>
</table>

### Description of Special Event

**Event Title:** Panama City Beach Mardi Gras  
**Date of Event:** March 2, 2019

<table>
<thead>
<tr>
<th>Start Time</th>
<th>End Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>4:30PM</td>
<td>6:00PM</td>
</tr>
</tbody>
</table>

**Event Route (attach map):** See attached

**Detour Route (attach map):** See attached

### Law Enforcement Agency Responsible for Traffic Control

<table>
<thead>
<tr>
<th>Name of Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Panama City Beach Police Department</td>
</tr>
</tbody>
</table>

### US Coast Guard Approval for Controlling Movable Bridge

- **Not Applicable:** Yes
- **Copy of USCG Approval Letter Attached:** No

**Bridge Location:**

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

### Signatures of Authorization

<table>
<thead>
<tr>
<th>Event Coordinator</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrick Stewart</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Law Enforcement Name/Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wayne Maddox/Captain PCBPD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Government Official Name/Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mario Gisbert/City Manager</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### FDOT Special Conditions

- 

### FDOT Authorization

<table>
<thead>
<tr>
<th>Name/Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

**CONSENT**

**AGENDA ITEM #:**
January 15, 2019

To: Mayor and Council Members
Cc: Jo Smith

From: Visit Panama City Beach
Sports/Events Department

Re: Temporary Street Closures

March 1st and 2nd — Panama City Beach Mardi Gras

We ask for the approval for portions of L.C. Hilton, Jr. Drive, Sea Monkey Way, Longboard Way and Pier Park Drive beginning at the Grand Theater roundabout to Front Beach Road shall be closed to vehicular traffic from 12:00am on Friday March, 1st, 2019 until 12:00am Sunday March 3rd, 2019 for the Panama City Beach Mardi Gras and Music Festival. All vehicular traffic will be rerouted away from these roads per the attached map.
PARADE DETOUR

Detour for West Bound 98/FBR

Turn North on Powell Adams
West onto Panama City Beach Parkway
South onto West Pier Park Drive
Puts you back on West 98

Detour for East Bound 98/FBR

Turn North onto West Pier Park Drive
East onto Panama City Beach Parkway
South onto Powell Adams (Midway only for Pier Park Access) or South onto Hill Road
Puts you back onto East 98
CONSENT ITEM 2
**CITY OF PANAMA CITY BEACH**

**AGENDA ITEM SUMMARY**

1. **DEPARTMENT MAKING REQUEST/NAME:**
Parks and Recreation

2. **MEETING DATE:**
January 24, 2019

3. **REQUESTED MOTION/ACTION:**
The Parks and Recreation staff recommends that the Council authorize the City to contract with the lowest responsive bidder, Auto Nation Ford Mobile in the amount of $28,679 for the purchase of a 2019 Ford Explorer.

4. **AGENDA**

<table>
<thead>
<tr>
<th>Presentation</th>
<th>Public Hearing</th>
<th>Consent</th>
<th>Regular</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Budget Amendment or N/A</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
</table>

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**

On January 16, 2019 the Parks and Recreation Department received two sealed bids for a "2019 Ford Explorer." The lowest responsive bid was from Auto Nation Ford Mobile in the amount of $28,679.

This purchase was planned for in the adopted 2018-2019 budget.
RESOLUTION 19-46

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH AUTO NATION FORD MOBILE IN THE AMOUNT OF $28,679 FOR THE PURCHASE OF A 2019 FORD EXPLORER; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Auto Nation Ford Mobile relating to the purchase of a 2019 Ford Explorer, for the Parks and Recreation Department in the basic amount of Twenty-Eight Thousand, Six Hundred and Seventy-Nine Dollars ($28,679), in substantially the terms and conditions of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2019.

CITY OF PANAMA CITY BEACH

By: __________________________

Mike Thomas, Mayor

ATTEST:

________________________________
City Clerk

CONSENT
AGENDA ITEM # 2 Resolution 19-46
BID PROPOSAL FORM

TO: City of Panama City Beach, Florida


2019 Ford Explorer

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the proposal submitted.

The Bidder proposes and agrees, if this proposal is accepted, to provide the listed equipment to the City of Panama City Beach for the proposed amount, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida.

BID AMOUNT: $28,679.00

2019 Ford Explorer Base Model

BY: Auto Nation Ford

ADDRESS: 901 E I-65 Service Rd, City: Mobile, STATE: AL, ZIP: 36606

EMAIL ADDRESS: lambea@automtion.com

PHONE: 251-709-2914

SIGNATURE – (Confirming all information above is correct)

Ernest Lambea

CONSENT

AGENDA ITEM # 2
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Information</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bozard Ford</td>
<td>540 Outlet Blvd.</td>
<td>2019 Ford Explorer</td>
<td>$29,996.00</td>
</tr>
<tr>
<td></td>
<td>St. Augustine, FL 32084</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto Nation Ford Mobile</td>
<td>901 E I6S Service Rd. S</td>
<td>2019 Ford Explorer</td>
<td>$28,679.00</td>
</tr>
<tr>
<td></td>
<td>Mobile, AL 36606</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TO: City of Panama City Beach, Florida

SUBMITTED: 01-16, 2019.

2019 Ford Explorer

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the proposal submitted.

The Bidder proposes and agrees, if this proposal is accepted, to provide the listed equipment to the City of Panama City Beach for the proposed amount, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida.

BID AMOUNT: $29,996.00

BY: BOZARD FORDS CO

BY: JOSEPH WINDROW

TITLE: FLEET SALES MGR

ADDRESS: 540 OUTLET MALL BLVD

ADDRESS: CITY: ST AUGUSTINE

CITY: ST AUGUSTINE

STATE: FLA

STATE: FLA

ZIP: 32084

ZIP: 32084

EMAIL ADDRESS: jwindrow@bozard.com or windrow11@gmail.com

PHONE: 850-776-5294

SIGNATURE – (Confirming all information above is correct)
CONSENT ITEM

3
### CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. **DEPARTMENT MAKING REQUEST/NAME:**
   Utilities Department - Al Shortt, Utilities Director

2. **MEETING DATE:**
   January 24, 2019

3. **Requested Motion/Action:**
   Approve the purchase of two (2) replacement effluent transfer pumps at the City's wastewater treatment facility.

4. **AGENDA**
   - PRESENTATION
   - PUBLIC HEARING
   - CONSENT
   - REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - Yes [✓] No [ ] N/A [ ]

   **BUDGET AMENDMENT OR N/A**

   **DETAILED BUDGET AMENDMENT ATTACHED**
   - Yes [✓] No [ ] N/A [ ]

6. **BACKGROUND:** *(Why is the action necessary, what goal will be achieved)*
   One of the three existing high flow effluent transfer pumps at the City's wastewater treatment facility has failed. It was evaluated by a service facility and determined to be beyond economical repair. The pump is 14 years old and is at the end of its service life. Although the design of the pumping installation provides adequate capacity with just two pumps operating, replacement of the third pump is required to maintain reliability. In addition, all three pumps are the same age and staff believes replacing one of the two remaining now pumps is prudent since production and delivery of these specialty pumps takes approximately six months.

   Preparation of the bid documents for a replacement pump by the original and alternate manufacturers was performed by City utility staff. As the remaining pumps have equal wear to the failed unit, pricing for a second new pump was also solicited. A solicitation for bids was publicly advertised and the specified base bid manufacturer submitted a bid. A second non-conforming bid was also received which did not meet the specifications. Through negotiations, a cost reduction from $110,000 to $103,000 was obtained for the second pump due to economies of shared set-up costs for both pumps.

   The purchase of this equipment is currently budgeted and the proposed expenditure is within the Utilities Department available funds.

   **WHY** - To authorize the City Manager issue a purchase order with GPM, Inc. d/b/a Gilbert Pump & Mechanical for the purchase of two replacement pumps in the total amount of $213,000.00 (1 pump for $110,000 and a 2nd pump for $103,000) for furnishing and delivery of the units within 180 days following the date of the purchase order.

   **WHAT** - To allow timely replacement of the failed pump and another of the existing pumps for continued service and reliability.
RESOLUTION 19-47

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GPM, INC. D/B/A GILBERT PUMP & MECHANICAL IN THE AMOUNT OF $213,000 FOR THE PURCHASE OF TWO REPLACEMENT EFFLUENT TRANSFER PUMPS; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and GPM, Inc. d/b/a Gilbert Pump & Mechanical relating to the purchase of two effluent transfer pumps, for the City’s Wastewater Treatment Facility in the basic amount of Two Hundred Thirteen Thousand Dollars ($213,000.00), in substantially the terms and conditions of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2019.

CITY OF PANAMA CITY BEACH

By: __________________________
    Mike Thomas, Mayor

ATTEST:

__________________________
City Clerk

CONSENT AGENDA ITEM # Resolution 19-47
CITY OF PANAMA CITY BEACH
WWTF TRANSFER PUMP

ADDENDUM NO. 1
(This Form Must Be Signed and Submitted With Bid Form)

January 10, 2019

Addendum No. 1 addresses the following issues:

SPECIFICATIONS

Section 00030 – Bid Proposal Form

Delete this Section in its entirety and substitute therefor the revised Bid Proposal Form attached hereto and made part of this Addendum.

BIDDER:

BY: Gilbert Pump & Mechanical
    William Auclair

TITLE: General Manager

DATE: 1/16/2019

(Printed and Signed)
SECTION 00030

BID PROPOSAL FORM

This proposal of [GPM, Inc.] (hereinafter called "BIDDER"), organized and existing under the laws of the State of FL, doing business as Gilbert Pump & Mechanical, is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum price listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications and Drawings to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for extra work. Payment of 100% of contract amount will be made to the supplier within 30 days of delivery. The Bidder further proposes and agrees hereby to supply all specified equipment within the timeframe indicated in the bid not to exceed 180 consecutive calendar days from receipt of a Purchase Order from the City. A minimum of 14 consecutive calendar days notice prior to shipping shall be provided to the City by the supplier for crane scheduling for off-loading and setting the equipment.

Purchase will be made under terms and conditions specified by City in its form of Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery and testing. Strict adherence to the Specifications

BID PROPOSAL FORM - Addendum 1 00030-1

CONSENT
AGENDA ITEM #
PANAMA CITY BEACH – WWTF TRANSFER PUMP

and associated Drawings is required.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1 (WPH)
Addendum No. _______________
Addendum No. _______________

BASE BID:

BIDDER agrees to furnish and deliver to the jobsite within the number of consecutive calendar days indicated not to exceed 180 calendar days upon receipt of Purchase Order, one (1) effluent transfer pump described in the CONTRACT DOCUMENTS for the following lump sum:

$110,000

Number of consecutive calendar days following receipt of Purchase Order for fabrication and delivery 180 Days

Indicate Manufacturer & Model Number below by checking box provided or writing in proposed alternate. Note that any proposed alternate must be approved in writing by the OWNER no less than 7 calendar days prior to bid date:

✓ Model 26HH-OH by Peerless Pumps/Sterling Fluid Systems (USA)

□ ___________________________________________ Approved Alternate

ALTERNATE BID:

Additional amount to furnish and deliver to the jobsite one (1) additional pump as described in the CONTRACT DOCUMENTS within the following indicated number of consecutive calendar days not to exceed 180 consecutive calendar days upon receipt of Purchase Order running concurrently with that for the Base Bid unit.

$112,000 ($222,000 Total)

Number of consecutive calendar days following receipt of Purchase Order for fabrication and delivery 180 Days

BID PROPOSAL FORM – Addendum 1
NOTE:

1. BIDS shall NOT include State of Florida and Bay County sales tax but shall include all other applicable taxes and fees.

2. BIDS shall be on the basis of a lump sum price and shall be the total compensation to be paid by OWNER for the complete WORK.

3. The OWNER reserves the right to reject any and all bids received. The OWNER also reserves the right to award the project to a bidder whom did not necessarily submit the lowest bid if the OWNER determines it is in his best interest.

4. Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.

Bidder's Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

SUPPLIER:

Gilbert Pump & Mechanical

632 B Long Bay Rd NW Fort Walton Beach, FL 32548

Address

(850) 864-4000

Phone Number

1/16/2019

Date
PANAMA CITY BEACH – WWTF TRANSFER PUMP

[END OF SECTION 00030]

BID PROPOSAL FORM – Addendum 1
CONSENT 
AGENDA ITEM #
<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>BASE BID AMOUNT (1 PUMP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gilbert Pump &amp; Mechanical</td>
<td>6328 Lovejoy Rd. NW, Ft. Walton Beach, FL 32548</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>Wastewater Solutions LLC</td>
<td>102 NE 2nd Street, Suite 510, Boca Raton, FL 33432</td>
<td>Non-conforming bid</td>
</tr>
</tbody>
</table>
CONSENT ITEM
4
**CITY OF PANAMA CITY BEACH**  
**AGENDA ITEM SUMMARY**

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities Department - Al Shortt, Utilities Director</td>
<td>January 24, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Requested Motion/Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve the purchase of three (3) replacement blowers to supply airflow for the secondary treatment units at the City's wastewater treatment facility.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Agenda</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentation</td>
</tr>
<tr>
<td>Public Hearing</td>
</tr>
<tr>
<td>Consent ✔</td>
</tr>
<tr>
<td>Regular</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Is this item budgeted (if applicable)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes ✔ No □</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Background: (Why is the action necessary, what goal will be achieved)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three existing blowers serving three treatment process units (BNR Units 1-3) at the City Wastewater Treatment Facility (WWTF) on Gulf Blvd are at or near the end of their service life. Three new replacement units are needed to maintain the necessary level of operation and treatment for compliance with the discharge standards mandated in the Facility's operation permit.</td>
</tr>
</tbody>
</table>

Preparation of the bid documents for three identical replacement units by the original and alternate manufacturers was performed by City utility staff. A solicitation for equipment bids was publicly advertised and the original base bid manufacturer submitted the sole bid.

This equipment is currently budgeted and the proposed expenditure is within the Utilities Department funds available.

**WHY** - To authorize the City Manager issue a purchase order with Universal Blower Pac, Inc. for the purchase of three (3) blower units in the total amount of $61,700.00 for furnishing and delivery of the units within 42 days following the date of the purchase order.

**WHAT** - To allow timely replacement of the blowers for continued service and reliability.

CONSENT

AGENDA ITEM #:
RESOLUTION 19-48

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH UNIVERSAL BLOWER PAC, INC. IN THE AMOUNT OF $61,700 FOR THE PURCHASE OF 3 REPLACEMENT BLOWERS; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Universal Blower Pac, Inc. relating to the purchase of 3 replacement blowers, for the City’s Wastewater Treatment Facility in the basic amount of Sixty-One Thousand, Seven Hundred Dollars ($61,700.00), in substantially the terms and conditions of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2019.

CITY OF PANAMA CITY BEACH

By: __________________________
    Mike Thomas, Mayor

ATTEST:

__________________________
City Clerk

CONSENT
AGENDA ITEM #______ Resolution 19-48
PANAMA CITY BEACH – WWTF REPLACEMENT BLOWERS

SECTION 00030

BID PROPOSAL FORM

This proposal of UNIVERSAL BLOWER PAC, INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of IN, doing business as A CORPORATION (a corporation, a partnership or an individual), is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum price listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications and Drawings to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for extra work. Payment of 100% of contract amount will be made to the supplier within 30 days of delivery. The Bidder further proposes and agrees hereby to supply all specified equipment within six (6) consecutive weeks (42 calendar days) from date of Purchase Order issuance by the City for the Base Bid. Should the Alternate Bid be selected by the City, the Bidder further proposes and agrees to hereby supply all specified equipment within the timeframe indicated by the Bidder.

Purchase will be made under terms and conditions specified by City in its form of
PANAMA CITY BEACH – WWTF REPLACEMENT BLOWERS

Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery and testing. Strict adherence to the Specifications and associated Drawings is required.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. ______________________
Addendum No. ______________________
Addendum No. ______________________

BASE BID:

BIDDER agrees to furnish and deliver to the jobsite within 42 calendar days upon issuance of purchase order, three (3) blower units described in the CONTRACT DOCUMENTS (exclusive of slip testing) for the following lump sum:

$ 61,700.00

ALTERNATE BID:

BIDDER agrees to furnish and deliver to the jobsite within the number of consecutive calendar days following issuance of purchase order, three (3) blower units described in the CONTRACT DOCUMENTS (inclusive of slip testing) for the following lump sum and number of consecutive calendar days indicated:

$ 62,200.00

Total Number of Calendar Days Required: 56

Indicate Manufacturer & Model Number below by checking box provided or writing in proposed alternate. Note that any proposed alternate must be approved in writing by the OWNER no less than 7 calendar days prior to bid date:

✓ Model 624 HeliFlow by Universal Blower Pac

☐ _______________________________ Approved Alternate

NOTE:

BID PROPOSAL FORM

CONSENT
AGENDA ITEM #__
BIDS shall NOT include State of Florida and Bay County sales tax but shall include all other applicable taxes and fees.

2. BIDS shall be on the basis of a lump sum price and shall be the total compensation to be paid by OWNER for the complete WORK.

3. The OWNER reserves the right to reject any and all bids received. The OWNER also reserves the right to award the project to a bidder whom did not necessarily submit the lowest bid if the OWNER determines it is in his best interest.

4. Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.

Bidder's Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

SUPPLIER:

UNIVERSAL BLOWER PAC, INC. BY ANDREW PACEK, PE

440 PARK 32 WEST DRIVE, NOBLESVILLE, IN 46062

317-723-7256

1/15/19

[END OF SECTION 00030]
<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>BASE BID AMOUNT (3 BLOWERS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Universal Blower Pac, Inc.</td>
<td>440 Park 32 West Drive, Noblesville, IN 46062</td>
<td>$61,700.00</td>
</tr>
</tbody>
</table>
CONSENT ITEM

5
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. **DEPARTMENT MAKING REQUEST/NAME:**
   Utilities Department - Al Shortt, Utilities Director

2. **MEETING DATE:**
   January 24, 2019

3. **REQUESTED MOTION/ACTION:**
   Approve the purchase of three vehicles for the Utilities Department.

4. **AGENDA**
   - PRESENTATION
   - PUBLIC HEARING
   - CONSENT
   - REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - YES ☑ NO ☐
   - BUDGET AMENDMENT OR N/A ☐
   - DETAILED BUDGET AMENDMENT ATTACHED ☑ NO ☐
   - N/A ☐

6. **BACKGROUND:** *(WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)*
   Two of the existing vehicles for Water Pumping and Storage Division have been removed from service. A third vehicle is needed to provide a small van for the new electrician/instrumentation and control technician position to serve the Utilities Department.

   Preparation of the bid documents for the vehicles was performed by City utility staff. A solicitation for bids to furnish the vehicles was publicly advertised and a single bid received.

   The purchase of these vehicles is currently budgeted and the proposed expenditure is within the Utilities Department available funds.

   **WHY** - To authorize the City Manager issue a purchase order with Bozard Ford Company for the purchase of two (2) replacement trucks and one (1) additional service van in the total amount of $81,588.00 for furnishing and delivery of the vehicles. This cost will be allocated as $61,580.00 and $20,870.20 from the Water and Wastewater division budgets respectively as indicated in the attached bid tabulation.

   **WHAT** - To allow timely replacement of two existing vehicles that are no longer in service condition and a third vehicle for the new electrician/instrumentation and control technician in order to complete his/her work assignments.
RESOLUTION 19-49

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF TWO UTILITY WORK TRUCKS AND ONE UTILITY CARGO VAN AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION, FROM BOZARD FORD COMPANY IN THE AMOUNT OF $81,588; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Bozard Ford Company, relating to the purchase of one 2019 ½ ton 4x2 truck, one 2019 ¾ ton 4x2 SB truck, and one 2019 LWB cargo van for the Utilities Department, in the basic amount of Eighty-One Thousand, Five Hundred and Eighty-Eight Dollars ($81,588.00), on substantially the terms and conditions of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of ____________, 2019.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

________________________________________
City Clerk

CONSENT AGENDA ITEM # Resolution 19-49
SECTION 00030

BID PROPOSAL FORM

This proposal of BOZARD FORD CO (hereinafter called "BIDDER"), organized and existing under the laws of the State of FLORIDA, doing business as BOZARD FORD CO (a corporation, a partnership or an individual), whose Florida business license number is VF/1001558/1 is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to supply the equipment specified for the Panama City Beach – Utility Service Vehicles In strict accordance with the BID DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BASE BID

The Undersigned, as Bidder, hereby declares that he has examined the bid specifications and informed himself fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit prices listed, in full and complete accordance with the noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no money will be allowed for extra work. Payment in full will be made to the supplier within 30 days of delivery and acceptance. The Bidder further proposes and agrees hereby to supply all specified equipment within no more than the following number of consecutive calendar days from issuance of City Purchase Order: 120 days for ½ ton and ¾ ton trucks and 180 days for the cargo van.
ADDENDUM ACKNOWLEDGMENT:

I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

ADDENDUM NO. ___________________ Date ___________________

PER UNIT BID PRICE:

Unit price for furnishing THREE (3) UTILITY SERVICE VEHICLES in accordance with the contract Specifications as listed below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension (Qty x Unit Price)</th>
<th>*Delivery Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>½ Ton 4x2</td>
<td>1</td>
<td>$22,996.00</td>
<td>$22,996.00</td>
<td>45-60 DAYS</td>
</tr>
<tr>
<td>¾ Ton 4x2 SB</td>
<td>1</td>
<td>$29,896.00</td>
<td>$29,896.00</td>
<td>60-90 DAYS</td>
</tr>
<tr>
<td>LWB Cargo Van</td>
<td>1</td>
<td>$28,686.00</td>
<td>$28,686.00</td>
<td>120-180 DAYS</td>
</tr>
</tbody>
</table>

*Delivery time is for number of calendar days after receipt of purchase order.

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.

2. BIDS shall be on the basis of a per unit price, as noted above, and shall be the total compensation to be paid by OWNER for the specified equipment.

3. The OWNER reserves the right to reject any and all bids received.
BIDDER'S CERTIFICATION

BIDDER certifies that it has thoroughly familiarized itself with the BID DOCUMENTS. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide fully operational and working equipment in accordance with the BID DOCUMENTS. Furthermore, BIDDER certifies its understanding that the OWNER shall not provide any labor, equipment or materials of any kind, which may be required for the supply and delivery of the equipment, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to supply the equipment in accordance with the BID DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

BIDDER:

JOSEPH WINDROW

Business Name

BOZARD FORD CO

Address

540 OUTLET MALL BLVD ST AUGUSTINE FLA 32084

Business License #

VF/1001558/1

Phone Number

850-776-5294

Date 01-16-2019

[END OF SECTION 00030]
CITY OF PANAMA CITY BEACH

SPECIFICATIONS FOR
NEW 2019 - 1/2 TON 4X2 TRUCK

The new 2019, ½ Ton 4X2 truck, covered by this specification sheet shall be equipped with all standard equipment specified by the manufacturer for this model and shall include all Motor Vehicle Safety Standards as established by U.S. Department of Transportation regarding manufacture of motor vehicles. Truck will have a minimum 122" wheel base; shall have a turbocharged V-6 gasoline type engine approximately 2.7L; truck shall be equipped with 10-speed automatic overdrive transmission; factory air conditioning; AM/FM Radio; gauge package (oil, temp., etc.); power steering; power assisted front disc brakes and standard rear drum brakes; heavy duty battery; heavy duty alternator; towing package with Class IV hitch; standard fuel capacity minimum 23 gallons; payload capacity 1,500+ pounds; towing capacity 7,500+ pounds; heavy duty front and rear shock absorbers; 3.55 limited slip rear differential; Truck shall be furnished with five (5) tires and wheels; tires will be 245/70R17 B.S.W. all season; tailgate step, complete undercoating of vehicle and spray-in bed liner.

Truck shall have factory standard trim cab equipped with tinted windshield, sun visors on right and left sides, manual roll-up windows, manual door locks, heater and defroster, interior rear view mirror, backup camera, and right and left standard mirrors. Paint color shall be white.

The successful bidder shall be responsible for delivering the vehicle properly serviced, clean in first class running service. Pre-delivery service will include front end alignment; wheel balancing; full tank of fuel at time of delivery; removal of all stickers; delivery shall be made within 120 days from date purchase order issuance. If not, purchaser will not be obligated to accept vehicles.

Estimated quantity to be purchased - One (1)

City may purchase a different quantity from the stated estimate. Bids are to be on a unit basis.

The City reserves the right to reject any and all bids.
CITY OF PANAMA CITY BEACH

SPECIFICATIONS FOR
NEW 2019 3/4 TON 4 X 2 SERVICE BODY TRUCK

The new 2019, 3/4 Ton, 4x2 service body truck, covered by this specification sheet shall be equipped with all standard equipment specified by the manufacturer for this model and shall include all Motor Vehicle Safety Standards as established by U.S. Department of Transportation regarding manufacture of motor vehicles. Truck will have a minimum 142" wheel base; shall have a V-8 gasoline type engine approximately 6.2L; truck shall be equipped with 6-speed automatic overdrive transmission; factory air conditioning; AM/FM Radio; center high mounted spot lamp; gauge package (oil, temp., etc.); power steering; power assisted front disc brakes and standard rear drum brakes; heavy duty battery; heavy duty alternator; towing package with Class IV hitch, penta hook combo; standard fuel capacity 35 gallons; GVWR 8000+ pounds; front axle capacity approximately 4600 pounds; rear axle capacity minimum 6000 pounds; heavy duty service suspension package; limited slip rear differential; Truck shall be furnished with five (5) tires and wheels; tires will be LT235/85RX16E B.S.W. all season; complete undercoating of vehicle.

Truck shall have standard trim cab equipped with tinted windshield, sun visors on right and left sides, heater and defroster, interior rear view mirror, and right and left trailer tow mirrors or equivalent. Paint color shall be white.

The vehicle shall be furnished with a standard series steel service body 78" wide x 96" long with a combination "AB" compartment layout with model "B" on curbside and Model "A" on road side. Knaphide Service Body 796J or equal.

The successful bidder shall be responsible for delivering the vehicle properly serviced, clean in first class running service. Pre-delivery service will include front end alignment; wheel balancing; full tank of fuel; removal of all stickers; delivery shall be made within 120 days from date of purchase order issuance. If not, purchaser will not be obligated to accept vehicles.

Estimated quantity to be purchased - One (1)

City may purchase a different quantity from the stated estimate. Bids are to be on a unit basis.

The City reserves the right to reject any and all bids.
CITY OF PANAMA CITY BEACH

SPECIFICATIONS FOR
NEW 2019 – MID SIZE LWB CARGO VAN

The new 2019, long wheel base cargo van, covered by this specification sheet shall be equipped with all standard equipment specified by the manufacturer for this model and shall include all Motor Vehicle Safety Standards as established by U.S. Department of Transportation regarding manufacture of motor vehicles. Van shall have a minimum 120" wheel base and a minimum cargo volume of 128 cubic feet behind front seats; shall have a 1-4 gasoline type engine approximately 2.0L; front wheel drive with 8 speed automatic overdrive transmission; power 4-wheel anti-lock disc braking system; GVWR 5,200+ pounds; front axle capacity approximately 2,700 pounds; rear axle capacity minimum 2,800 pounds; independent front and semi-independent rear suspensions; front and rear gas pressurized shocks. Van shall be furnished with five (5) tires and wheels; wheels shall be 16x6.5 and tires shall be P215/55R16 all season.

Van shall have factory standard trim equipped with vinyl front bucket seats, floor and overhead consoles, tinted windshield, AM/FM radio, analog gauge package (tachometer, engine temp., etc.), factory air conditioning, standard power steering, brakes, power windows, power door locks, and backup camera.

Optional factory equipment to be provided in bid price: 180-degree swing-out rear cargo doors w/ fixed glass, daytime running lights, reverse sensing system, upfitter wiring harness. Optional Masterack Smartspace cargo management system components to be provided, and installed, in bid price - Smartspace Mid-Size Base Package (Street and Curbside), Smartspace Electrical Upgrade (All 5 available components), Wire Mesh Partition, Single Slide-Down Ladder Rack LWB curbside, LED rear cargo area lights and Rubber Cargo Floor Mat.

Paint color shall be white. Interior color shall be pewter.

The successful bidder shall be responsible for delivering the vehicle properly serviced, clean in first class running service. Pre-delivery service will include front end alignment; wheel balancing; full tank of fuel at time of delivery; removal of all stickers; delivery shall be made within 180 days from date of purchase order issuance. If not, purchaser will not be obligated to accept vehicles.

Estimated quantity to be purchased - One (1)

City may purchase a different quantity from the stated estimate. Bids are to be on a unit basis.

The City reserves the right to reject any and all bids.
CITY OF PANAMA CITY BEACH  
BID TABULATION  
UTILITY DEPARTMENT FLEET VEHICLES  
JANUARY 16, 2019 - 2:15 P.M.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>2019 1/2 TON 4X2</th>
<th>2019 3/4 TON 4X2 SB</th>
<th>2019 LWB CARGO VAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bozard Ford</td>
<td>540 Outlet Blvd. St Augustine, FL 32084</td>
<td>$22,996</td>
<td>$29,896</td>
<td>$28,696</td>
</tr>
</tbody>
</table>

LOW BID  
QUANTITY  
SUB TOTAL  
DEPARTMENT COST ALLOCATION  

<table>
<thead>
<tr>
<th></th>
<th>2019 1/2 TON 4X2</th>
<th>2019 3/4 TON 4X2 SB</th>
<th>2019 LWB CARGO VAN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$22,996</td>
<td>$29,896</td>
<td>$28,696</td>
</tr>
<tr>
<td>QUANTITY</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>SUB TOTAL</td>
<td>$22,996</td>
<td>$29,896</td>
<td>$28,696</td>
</tr>
</tbody>
</table>

DEPARTMENT COST ALLOCATION  

<table>
<thead>
<tr>
<th></th>
<th>One (1) @ 100% W</th>
<th>One (1) @ 100% W</th>
<th>One (1) @ 30% W / 70% WW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Dept</td>
<td>$61,500.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wastewater Dept</td>
<td></td>
<td></td>
<td>$20,087.20</td>
</tr>
</tbody>
</table>

TOTAL # OF VEHICLES = 3  
TOTAL COST OF VEHICLES = $81,588.00
CONSENT ITEM 6
1. **DEPARTMENT MAKING REQUEST/NAME:**
   Utilities Department - Al Shortt, Utilities Director

2. **MEETING DATE:**
   January 24, 2019

3. **REQUESTED MOTION/ACTION:**
   Approve the purchase of one (1) John Deere 310SL loader backhoe from Dobbs Equipment, LLC in the total amount of $79,193.75.

4. **AGENDA**
   - [ ] PRESENTATION
   - [ ] PUBLIC HEARING
   - **[ ]** CONSENT
   - [ ] REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - [ ] YES
   - [ ] NO
   - [ ] N/A
   - [ ] BUDGET AMENDMENT OR N/A

   - [ ] DETAILED BUDGET AMENDMENT ATTACHED
   - [ ] YES
   - [ ] NO
   - [ ] N/A

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

   Staff allocated funds in the FY 2018-19 Utilities Department budget to purchase one new John Deere 310SL loader backhoe to replace a similar 2004 unit that has reached its economic service life. Staff desires to "piggyback" on the existing FL Sheriffs Contract Bid Award #FSA18-VEH16.0-Cab & Chassis Trucks And Heavy Equipment (effective dates 10/1/18 to 9/30/19) to purchase the equipment. Attached is a proposal from Beard Equipment Co, a servicing dealer for Dobbs equipment, LLC., to deliver the requested equipment for an amount of $79,193.75, with accompanying pages from the current FL Sheriffs Award document.

   Staff has reviewed the proposal and FL Sheriff's contract terms, and recommends the City Council approve the purchase of the loader backhoe, as detailed in the attachment, in the total amount of $79,193.75. Delivery is anticipated to take one to two weeks after Dobbs equipment, LLC. receives a Purchase Order.

---

**CONSENT**

**AGENDA ITEM #** 6
RESOLUTION 19-50

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH BEARD EQUIPMENT CO. FOR THE PURCHASE OF A LOADER BACKHOE IN THE AMOUNT OF $79,193.75; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Beard Equipment Co., relating to the purchase of a loader backhoe for the Utilities Department, in the basic amount of Seventy-Nine Thousand, One Hundred Ninety-Three Dollars and Seventy-Five Cents ($79,193.75), on substantially the terms and conditions of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2019.

CITY OF PANAMA CITY BEACH

By: __________________________
   Mike Thomas, Mayor

ATTEST:

__________________________
City Clerk

CONSENT
AGENDA ITEM # 6

Resolution 19-50
Quote for: The City of Panama City Beach  
Attn: Al Shortt  
Dated: January 17, 2019  

**Base Unit: John Deere 310SL Loader Backhoe Per FSA Spec #28**  
$71,865.00

- **6020-1 Extendable Dipperstick-**  
  $5,492.00

- **5285- Pilot Joystick Controls-**  
  $1,686.00

- **NSOD- Fluid Sampling Ports- (This is a Non-Specified Option Discount which receives a 25% discount from list price which is $201.00 less discount of $50.25)**  
  $150.75

**Total Contract Price**  
$79,193.75

****All purchase orders are to be made payable to Dobbs Equipment, LLC,****  
3005 Hanson St. | Fort Myers, FL 33916 ph. 239.334.3627

****Beard Equipment Company are to be listed as delivering/servicing dealer on purchase orders****

Lead time 15-30 days from date of order

Bobby Buchanan  
Sales Representative  
850-257-3035 cell  
850-769-4844 office
**4x4 Loader Backhoe with Canopy (Standard Stick) (Specification #28)**

<table>
<thead>
<tr>
<th>Name of Dealership</th>
<th>Type of Vehicle</th>
<th>Zone</th>
<th>Base Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trekker Tractor</td>
<td>2019 Case 580 SN</td>
<td>Western</td>
<td>$76,429.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Western</td>
<td>-- NB --</td>
</tr>
<tr>
<td>Trekker Tractor</td>
<td>2019 Case 580 SN</td>
<td>Northern</td>
<td>$72,790.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Northern</td>
<td>-- NB --</td>
</tr>
<tr>
<td>Trekker Tractor</td>
<td>2019 Case 580 SN</td>
<td>Central</td>
<td>$72,790.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Central</td>
<td>-- NB --</td>
</tr>
<tr>
<td>Trekker Tractor</td>
<td>2019 Case 580 SN</td>
<td>Southern</td>
<td>$72,790.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Southern</td>
<td>-- NB --</td>
</tr>
<tr>
<td>Ring Power Corporation</td>
<td>2019 Caterpillar 416</td>
<td><em>Western</em></td>
<td>$69,703.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Western</td>
<td>-- NB --</td>
</tr>
<tr>
<td>Ring Power Corporation</td>
<td>2019 Caterpillar 416</td>
<td><em>Northern</em></td>
<td>$69,703.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Northern</td>
<td>-- NB --</td>
</tr>
<tr>
<td>Ring Power Corporation</td>
<td>2019 Caterpillar 416</td>
<td><em>Central</em></td>
<td>$69,703.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Central</td>
<td>-- NB --</td>
</tr>
<tr>
<td>Kelly Tractor Co</td>
<td>2019 Caterpillar 416</td>
<td><em>Southern</em></td>
<td>$69,973.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Southern</td>
<td>-- NB --</td>
</tr>
<tr>
<td>Dobbs Equipment LLC</td>
<td>2019 John Deere 310SL</td>
<td>Western</td>
<td>$71,865.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Western</td>
<td>-- NB --</td>
</tr>
<tr>
<td>Dobbs Equipment LLC</td>
<td>2019 John Deere 310SL</td>
<td>Northern</td>
<td>$71,865.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Northern</td>
<td>-- NB --</td>
</tr>
<tr>
<td>Dobbs Equipment LLC</td>
<td>2019 John Deere 310SL</td>
<td>Central</td>
<td>$70,725.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Central</td>
<td>-- NB --</td>
</tr>
<tr>
<td>Dobbs Equipment LLC</td>
<td>2019 John Deere 310SL</td>
<td>Southern</td>
<td>$70,725.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Southern</td>
<td>-- NB --</td>
</tr>
</tbody>
</table>
FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

4X4 LOADER BACKHOE WITH CANOPY (STANDARD STICK) SPECIFICATION #28

2019 John Deere 310SL

The John Deere 310SL purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

<table>
<thead>
<tr>
<th>ZONE</th>
<th>Western</th>
<th>Northern</th>
<th>Central</th>
<th>Southern</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE PRICE:</td>
<td>$71,865.00</td>
<td>$71,865.00</td>
<td>$70,725.00</td>
<td>$70,725.00</td>
</tr>
</tbody>
</table>

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.
<table>
<thead>
<tr>
<th>Order Code</th>
<th>Delete Options</th>
<th>Add Options</th>
<th>All Zones</th>
</tr>
</thead>
<tbody>
<tr>
<td>3D 310SL</td>
<td>Optional equipment - specify&lt;br&gt; Downgrade to 2-wheel drive, ILO 4-wheel drive. ¹</td>
<td>Upgrade to John Deere model 310L HL 4x4 backhoe. ¹</td>
<td>$7,575.00 ¹</td>
</tr>
<tr>
<td>JD 310L EP</td>
<td>Optional equipment - specify&lt;br&gt; Downgrade to John Deere model 310L EP 4x4 backhoe ¹</td>
<td>Upgrade to John Deere model 410L 4x4 backhoe. ¹</td>
<td>$18,075.00 ¹</td>
</tr>
<tr>
<td>JD 410L</td>
<td>Optional equipment - specify&lt;br&gt; Downgrade to John Deere model 310L HL 4x4 backhoe. ¹</td>
<td>Upgrade to John Deere model 710L 4x4 backhoe. ¹</td>
<td>$58,225.00 ¹</td>
</tr>
<tr>
<td>JD 710L</td>
<td>Optional equipment - specify&lt;br&gt; Downgrade to John Deere model 310L HL 4x4 backhoe. ¹</td>
<td>Upgrade to John Deere model 410L 4x4 backhoe. ¹</td>
<td>$7,575.00 ¹</td>
</tr>
</tbody>
</table>

**CONSENT AGENDA ITEM #**
| VEHICLE: | 310SL |
| DEALER: | Dobbs Equipment LLC | Dobbs Equipment LLC | Dobbs Equipment LLC | Dobbs Equipment LLC |
| ZONE: | Western | Northern | Central | Southern |
| BASE PRICE: | $71,865.00 | $71,865.00 | $70,725.00 | $70,725.00 |
| JD 210L | Optional equipment - specify Upgrade to John Deere model 210L 4x4 box blade tractor, equipped with enclosed cab and air conditioning | $23,500.00 |
| 9110 | Optional equipment - specify Ride control | $1,260.00 |
| 9917 | Optional equipment - specify AM/FM/WB Radio | $559.00 |
| 3095 | Optional equipment - specify Auto-shift transmission, with limited slip differential | $1,895.00 |
| 9905 | Optional equipment - specify Add running strobe light | $379.00 |
| 2035 | Optional equipment - specify Enclosed cab, with heater and air conditioning | $9,998.00 |
| 6020-1 | Optional equipment - specify Extendable dipper stick, for use on John Deere 310 through 410 model backhoes | $5,492.00 |
| 6020-1 | Optional equipment - specify Extendable dipper stick, for use on John Deere 310 model backhoes | $6,982.00 |
| 6230 | Optional equipment - specify Auxiliary hydraulics, 2-way flow | $2,993.00 |
| 6220 | Optional equipment - specify Auxiliary hydraulics, 1-way flow | $1,785.00 |
| 5285 | Optional equipment - specify Pilot joystick control, 2-lever, with pattern selection | $1,686.00 |
| 7080 | Optional equipment - specify Third function loader hydraulics | $2,267.00 |
| 7085 | Optional equipment - specify Front loader coupler, third function hydraulics, and ride control | $6,610.00 |
| 7685 | Optional equipment - specify Multi-purpose loader bucket, 1.25 cubic yard capacity | $4,804.00 |
| 1025 | Optional equipment - specify Add premium LED light package | $792.00 |
| PT-07 | Optional equipment - specify Power-Tilt backhoe mounted swing/coupler for backhoe bucket | $7,492.00 |
| 9230 | Optional equipment - specify Hydraulic 4-in-1 backhoe thumb, only for use on backhoes equipped with an extendable dipper stick. Note: This option also requires two way auxiliary hydraulics, option code 6230 | $4,465.00 |

Temporary tag
Transfer existing registration (must provide tag number)
New state tag (specify state, county, city, sheriff, etc.)
Maintenance Plan - specify
Please call dealer for quote
Maintenance Plan - specify
Please call dealer for quote

CONSENT
AGENDA ITEM # 6
| VEHICLE: | 310SL |
| DEALER: | Dobbs Equipment LLC Dobbs Equipment LLC Dobbs Equipment LLC Dobbs Equipment LLC |
| ZONE: | Western Northern Central Southern |
| BASE PRICE: | $71,865.00 $71,865.00 $70,725.00 $70,725.00 |

Extended Warranty Plan — specify
*Please call dealer for quote.*

Extended Warranty Plan — specify
*Please call dealer for quote.*
REGULAR ITEM

1
<table>
<thead>
<tr>
<th>AGENDA ITEM SUMMARY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. DEPARTMENT MAKING REQUEST/NAME:</strong> Public Works/Kelly Jenkins</td>
</tr>
<tr>
<td><strong>2. MEETING DATE:</strong> 01/24/2019</td>
</tr>
<tr>
<td><strong>3. REQUESTED MOTION/ACTION:</strong> Approve the Plat for the Shorewalk Development.</td>
</tr>
<tr>
<td><strong>4. AGENDA</strong></td>
</tr>
<tr>
<td>Presentation [ ]</td>
</tr>
<tr>
<td>Public Hearing [x]</td>
</tr>
<tr>
<td>Consent [x]</td>
</tr>
<tr>
<td>Regular [x]</td>
</tr>
</tbody>
</table>

**6. 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 Shorewalk development is generally located east of highway 79 between Hernando Ave. and Innocente Ave. The developers would like to subdivide this land so the residents can own their individual property. This plat will result in 21 residential units with the remainder of the property resulting in common area. This residential development has an approved development order and the related infrastructure has been inspected and accepted by the City. The infrastructure improvements within the subdivision will remain private with the exception of the utilities that have been previously dedicated to the City. These utilities are in an existing easement that will remain. The public hearing to consider this plat has been publicly advertised. At the time of this memo, there are still outstanding items that must be addressed on the plat itself. If all of this has not been completed by the time of the Council meeting, staff will request the hearing to be continued.

Staff has reviewed the subject plat and determined that, if addressed, it will meet applicable requirements.
SHOREWALK
A SUBDIVISION OF A PORTION OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 16 WEST
CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA

DEVELOPER:

SUBJECT: AN ISSUE WITH THE PLAN AND ELEVATION REVIEW.

REVIEW DISCUSSION:
- The reviewer commented on the elevation differences between the surveyed points and the proposed points.
- It was noted that the proposed points were lower than the surveyed points.
- The reviewer suggested that the developer should provide all surveyed points to the reviewer.

ELEVATION DIFFERENCES:
- The elevation differences were reviewed and discussed in detail.
- The reviewer provided feedback on the proposed solutions for the elevation discrepancies.

AGENDA ITEM:

- A call to action was made for the developer to provide all surveyed points.
- The reviewer recommended that the developer should consult with the appropriate authorities to resolve the elevation issues.

SIGNED:

[Developer's Signature]

[Date]

[City/County Official's Signature]

[Date]
REGULAR ITEM

2
### CITY OF PANAMA CITY BEACH
#### AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>Public Works/Kelly Jenkins</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. MEETING DATE:</td>
<td>01/24/2019</td>
</tr>
<tr>
<td>3. REQUESTED MOTION/ACTION:</td>
<td>Approve the Vacation of Plat request for the Hide A Way at Lake Powell.</td>
</tr>
<tr>
<td>4. AGENDA</td>
<td>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</td>
</tr>
<tr>
<td>PRESENTATION</td>
<td>YES</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td></td>
</tr>
<tr>
<td>CONSENT</td>
<td>✓</td>
</tr>
<tr>
<td>REGULAR</td>
<td></td>
</tr>
</tbody>
</table>

#### 6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The Hide A Way at Lake Powell was platted as a 7 lot residential subdivision in December of 2006 (see attached). The current owners of the entire platted subdivision filed a petition requesting the City Council vacate this plat. There is an existing 20' wide access and utility easement that the utility department requested the City retain. Therefore, as part of the vacation they shall "less and except" this easement on the west end of the property. They have given proper notice of their intent to vacate the plat and the vacation does conform with the requirements of Section 177.101, Florida Statutes.

Staff has reviewed the request to vacate and has no objection.
RESOLUTION 19-52

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, VACATING THE PLAT OF HIDE A WAY AT LAKE POWELL UPON THE PETITION OF THE OWNERS.

WHEREAS, Robert W. May and wife Andrea Claudia May filed a petition requesting that the City Council vacate the plat of Hide A Way at Lake Powell recorded at Plat Book 23, Pages 42-43, Public Records of Bay County, Florida; and

WHEREAS, the petition to vacate the above referenced plat was duly presented to the City Council at its regular meeting held on January 10, 2019; and

WHEREAS, it appears that Robert W. May and wife Andrea Claudia May are the fee simple owner of all of the above described property and the vacation of said plat will not affect the ownership or right of convenient access of persons owning property abutting lands; and

WHEREAS, it appears that all ad valorem taxes due and owing on said property have been paid, that due and proper notice of petitioner's intention to apply to vacate said portion of the plat has been given as required by law, and proof of publication of said notice has been received by the City; and

WHEREAS, the vacation of a portion of said plat is proper and conforms to the requirements of Section 177.101, Florida Statutes; and

WHEREAS, the vacation of a portion of said plat is not inconsistent with the City's Comprehensive Plan or Land Development Code; and

WHEREAS, the City of Panama City Beach is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, as well as the provisions of the City Charter and other law, and therefore has the authority to vacate plats.

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

SECTION 1. Recitals. The above recitals are true and accurate and are incorporated herein.
SECTION 2. Plat Vacation. Except as described below, the plat of Hide A Way at Lake Powell (recorded at Plat Book 23, Pages 42-43, Public Records of Bay County, Florida), legally described in Exhibit “A” attached hereto, is hereby vacated and annulled and the same is hereby returned to non-platted acreage. The City hereby expressly reserves, retains and does not vacate by this action the 20’ access and utility easement on the westernmost portion of this plat, finding that such easement is useful and needed for those purposes.

SECTION 3. Effective Date. This Resolution shall take effect immediately upon its passage.

SECTION 4. Recording. A certified copy of this Resolution shall be recorded in the public records of Bay County, Florida.

ADOPTED in regular session this ____ day of __________________, 201__.

CITY OF PANAMA CITY BEACH

By: __________________________
   Mike Thomas, Mayor

ATTEST:

____________________________________
   City Clerk
EXHIBIT A
HIDE A WAY AT LAKE POWELL

PARCEL 1:
A PARCEL OF LAND LYING AND BEING IN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 4; THENCE SOUTH 00°17'40" WEST ALONG THE WEST LINE OF SAID SECTION 4, 100.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 82°19'44" EAST, 170.92 FEET; THENCE NORTH 69°46'17" EAST, 275 FEET, MORE OR LESS, TO THE WATER'S EDGE OF LAKE POWELL; THENCE NORTHWESTERLY ALONG THE WATER'S EDGE OF SAID LAKE POWELL, 56 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION N4; THENCE SOUTH 89°57'13" WEST, ALONG THE NORTH LINE OF SAID SECTION 4, 379 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2:
38'42" AND A CHORD LENGTH OF 20.49 FEET, BEARING N12°29'26"E TO THE POINT OF BEGINNING.

Less and except the 20 foot wide existing access and utility easement existing on the westernmost end of this plat.
REGULAR ITEM

3
The City Council authorized DAG Architects to prepare contract drawings for a new fire station to be located on vacant land at 160 North Nautilus Street. That effort has been completed and the project was publicly advertised in December 2018. Bids from five construction firms were received on January 15, 2019 and a copy of the bid tabulation is attached.

The Base Bid was broken down into two parts, one for constructing an access drive from North Nautilus to the City's wastewater treatment facility adjacent to the new fire station site, and second for the actual Fire Station and associated sitework. An additional bid item is also being recommended for approval as that will provide a critically needed back-up power generator for the fire station. DAG Architects has reviewed all of the bid documents and provided a recommendation, copy attached, to award the construction contract to the low bidder, Reliant South Construction Group in the total amount of $5,001,752, inclusive of the back-up power generator.

Since the overwhelming percentage of traffic on the proposed access drive will be from City utilities vehicles, that Base Bid portion of the project, $379,109 will be paid from the Utilities Department budget. Funds are currently included in this fiscal year budget for that specific use. The remainder of the project construction cost, $4,622,643 will come from the General Fund and a proposed budget amendment is attached for your use.

Staff concurs with the Architect's recommendation to award the construction contract to Reliant South, and requests the City Council to approve the necessary budget amendment and authorize the City Manager to enter into an Agreement for the work. A draft Agreement is also attached for your review.
RESOLUTION 19-53

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH RELIANT SOUTH CONSTRUCTION GROUP FOR CONSTRUCTION OF FIRE STATION IN AN AMOUNT OF $5,001,752; AUTHORIZING A BUDGET AMENDMENT FOR THE PROJECT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 Agreement between the City and Reliant South Construction Group, relating to the construction of the Fire Station, in the basic amount of Five Million, One Thousand, Seven Hundred Fifty Two Dollars and No Cents ($5,001,752), 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 of such Agreement shall be conclusive evidence of such approval.

2. The following budget amendment (#9) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the expenditure of funds for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of ____________, 2019.

CITY OF PANAMACITY BEACH

By __________________________
MIKE THOMAS, MAYOR

ATTEST:

CITY CLERK

Resolution 19-53

AGENDA ITEM # 3
AGENDA ITEM # 3

**Exhibit A**
TABLE OF ARTICLES
1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

[ ] The date of this Agreement.
[ ] A date set forth in a notice to proceed issued by the Owner.
[ ] Established as follows:
  (Insert a date or a means to determine the date of commencement of the Work.)

§ 3.2 The date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Insert one of the following boxes and complete the necessary information.)
§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building, Site &amp; Access Drive</td>
<td>28.5 calendar days from the date of Notice to Proceed</td>
</tr>
</tbody>
</table>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be as shown in Section 4.1.2, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Additional Breakdown Alternatives

§ 4.2.1 Breakdown Cost Alternatives, if any, included in the Contract Sum:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Option 1: Install ATIS and generator systems in full</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

§ 4.2.2 Subject to the conditions noted below, the following alternatives may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternative and the conditions that must be met for the Owner to accept the alternative.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Service</td>
<td>$50,000</td>
<td>F. &amp; E.</td>
</tr>
</tbody>
</table>

§ 4.3 Allowances, if any, included in the Contract Sum; (Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Option 2: Install power service</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

§ 4.4 Unit prices, if any; (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Service</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.5 Liquidated damages, if any; (Insert terms and conditions for liquidated damages, if any.)

a)  

§ 4.6 Other; (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

b)
ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than within [insert number of days after the Architect receives the Application for Payment.](Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

1. That portion of the Contract Sum properly allocable to completed Work;
2. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
3. That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

1. The aggregate of any amounts previously paid by the Owner,
2. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201™;
3. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
4. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201™; and
5. Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage
§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

AGENDA ITEM #
§ 5.1.7.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.1.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
1. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct
   Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if
   any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)
§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Click the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201-2017
[ ] Litigation in a court of competent jurisdiction
[ ] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(list the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Martin Gribben, City Manager
10 South Arnold Road
Ponamco City Beach, FL, 32241

(Phone)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Richard Dodd, P.E.
300 West 3rd Street
Palatka City, FL, 32177

(Phone)
§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data (Exhibit, if completed, or as otherwise set forth below: (If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:
.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™-2017, General Conditions of the Contract for Construction
.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
   (Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings
   See Attachment A

.6 Specifications
   See Attachment B

.7 Addenda, if any:
   See Attachment C

   Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in Article 9.

.8 Other Exhibits:
   (Check all boxes that apply and include appropriate information identifying the exhibit when required.)

AIA Document A201™ - Add: Copyright ©1911, 1915, 1916, 1925, 1927, 1951, 1956, 1962, 1964, 1966, 1972, 1974, 1976, 1979, 1983, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. REPRODUCTION: This AIA Document is protected by U.S. Copyright Law and all rights are reserved. Any portion of it, if reproducible, is to be reproduced at the expense of the person or persons copying it, and a copy shall not be given to any person or persons except for use in connection with the Project for which it is being used. Any reproduction, in whole or part, of this AIA Document, without the written permission of the American Institute of Architects, is strictly prohibited.
[\[\] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

- The Sustainability Plan:

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

- Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

Other documents, if any, listed below:
(List here any additional documents that are intended to be part of the Contract Document. AIA Document E204™-2017 provides that the advertisement or invitation to bid, instructions to bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)  CONTRACTOR (Signature)

(Printed name and title)  (Printed name and title)
**CITY OF PANAMA CITY BEACH**
**BUDGET TRANSFER FORM BF-10**

<table>
<thead>
<tr>
<th>FUND</th>
<th>GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO</td>
<td>001-2200-522.65-90</td>
<td>Construction in Progress Other</td>
<td>3,100,000.00</td>
<td>1,902,000.00</td>
<td>5,002,000.00</td>
</tr>
<tr>
<td>TO</td>
<td>001-0000-389.90-70</td>
<td>Cash Carryforward Restricted</td>
<td>(3,989,425.00)</td>
<td>(172,000.00)</td>
<td>(4,161,425.00)</td>
</tr>
<tr>
<td>FROM</td>
<td>001-8100-999.94-00</td>
<td>Reserves Capital Expenditures</td>
<td>3,600,000.00</td>
<td>(1,730,000.00)</td>
<td>1,870,000.00</td>
</tr>
</tbody>
</table>

Check Adjustment Totals: 2,710,575.00 0.00 2,710,575.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To amend the fiscal year 2019 budget for the following related to proposed fire station #33 -

1. Increase current year construction cost by $1,902,000 to reflect the roll forward of architectural design services not expended in FY 2018 of $152,000 (timing) and to reflect the increase in construction costs for the station over that anticipated in the budget process $1,750,000

2. Increase restricted cash carryforward fire impact fees as a result of timing $152,000 and additional revenue received in FY 2018 over budget $20,000

3. Appropriate funds needed to let contract for construction of fire station #33 from reserves designated for capital expenditures proposing that such reserves be replaced in future years from fire impact fee collections

**ROUTING FOR APPROVAL**

DEPARTMENT HEAD DATE

CITY MANAGER DATE

FINANCE DIRECTOR DATE

--- Exhibit B ---
January 16, 2019

Mr. Al Shortt
City of Panama City Beach
104 S. Arnold Road
Panama City Beach, FL

RE: Panama City Beach – New Fire Station
Letter or Recommendation of ReliantSouth Construction Group

Dear Al:

Upon the completion of the bid opening for the Panama City Beach New Fire Station that occurred on January 15, 2019, ReliantSouth Construction Group was the low bidder. Below are the specifics which to move forward with:

Contractor: ReliantSouth Construction Group
Total Base Bid: $4,850,882 (includes building, building site and access drive)
Bid Option #1: $150,870 (Install ATS and generator system in full)
Total Award Amount: $5,001,752

It is the recommendation of DAG Architects that the Panama City Beach New Fire Station be awarded to ReliantSouth Construction Group as the contractor for the project.

Sincerely,

Michael E. Higdon, RA
DAG Architects

Copy: Owen Gipson
### BID TAB

**PROJECT NAME:** Panama City Beach - New Fire Station  
**PROJECT NO:** 18005  
**SID DATE:** 1-15-19

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BASE BID - Access Drive</th>
<th>BASE BID - Building</th>
<th>Base Bid Total</th>
<th>Breakout Cost - Elec</th>
<th>Breakout Cost - Apparatus Bay Doors</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAC Contractors</td>
<td>X X X X X X X X X</td>
<td>$508,652</td>
<td>$5,475,000</td>
<td>$5,983,652</td>
<td>$141,000</td>
</tr>
<tr>
<td>Lord &amp; Son</td>
<td>X X X X X X X X X</td>
<td>$790,300</td>
<td>$4,537,650</td>
<td>$6,332,950</td>
<td>$158,700</td>
</tr>
<tr>
<td>ReliantSouth **</td>
<td>X X X X X X X X X</td>
<td>$379,109</td>
<td>$4,471,773</td>
<td>$4,850,882</td>
<td>$150,870</td>
</tr>
<tr>
<td>Quillian Powell</td>
<td>X X X X X X X X X</td>
<td>$650,000</td>
<td>$4,400,000</td>
<td>$5,050,000</td>
<td>$145,000</td>
</tr>
<tr>
<td>Wyatt Sasser</td>
<td>X X X X X X X X X</td>
<td>$485,000</td>
<td>$4,630,000</td>
<td>$5,115,000</td>
<td>$220,000</td>
</tr>
</tbody>
</table>

**Bid Item 1B - Building And Building Site - Add $80,000** was on the front of the bid envelope and was used to determine the Base Bid Total.

I certify that this is the correct tabulation of bids read aloud, and that I have personally and visually checked the tabulation against the proposal forms submitted.

**THE APPARENT LOW BIDDER IS:** ReliantSouth Construction Group.
To: City Manager
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

From: ReliantSouth Construction Group, Inc.
230 W. 5th Street
Panama City, Florida 32401
Corporation – CGC 1508082 & CGC 052036
(850) 215-5540

Date: January 15, 2019
Time: 2:00 PM CST

Re: City Panama City Beach New Fire Station

Bid Item 1B - Building AND Building Site
Add $80,000.00

- Solutions
- Value
- Trust

230 W. 5th Street • Panama City, FL 32401
495 Grand Blvd. • Miramar Beach, FL 32550
CGC 052036 & CGC 1508082

AGENDA ITEM # 3
TO: THE CITY MANAGER, CITY OF PANAMA CITY BEACH, 110 SOUTH ARNOLD ROAD, PANAMA CITY BEACH, FLORIDA 32413.

Pursuant to and in compliance with your invitation to bid and the contract documents relating to construction of CITY OF PANAMA CITY BEACH NEW FIRE STATION.

The undersigned bidder, having become thoroughly familiar with the terms and conditions of the contract documents and with local conditions affecting performance and costs of the work at the place where the work is to be done, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the contract documents, for the following sum of money:

A. (BASE BID) FOR ALL WORK AS SHOWN REQUIRED FOR ACCESS DRIVEWAY FROM NAUTILUS STREET TO THE BUILDING SITE. SEE CIVIL FOR DELINEATION:

Three Hundred Seventy-Nine Thousand One Hundred Nine Dollars $379,109 and 00/100

B. (BASE BID) FOR ALL WORK AS SHOWN REQUIRED FOR BUILDING AND BUILDING SITE:

INCLUDE ALLOWANCES AS FOLLOWS:

1. Power Service Allowance: For Gulf Power Installation of underground power feed from Nautilus Street to Pad Mounted Transformer on site. — Include $30,000

2. FF&E Allowance: For Furniture, Fixtures and Equipment — Include $50,000

3. FOR ALL OTHER WORK AS SHOWN REQUIRED TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS THAT IS NOT IN ALLOWANCES LISTED ABOVE AND NOT INCLUDED IN 1.A. ABOVE. THE SUM OF ITEMS B.1, B.2 & B.3:

Seven Million Three Hundred Ninety-One Thousand Dollars $7,391,773

2. ALTERNATES: None at this time.

3. Additional Breakout Costs for special components:

A: Electrical

Base Bid: Generator system (to include wiring, pad, and all accessories) will be future furnished by others. In lieu of installing a ATS, install a 800 amp/3 pole, 22k AIC, service rated enclosed main breaker. Rough-in generator,
coolant heater, and battery charger conduits with pullstring to the Main Electrical Room for future generator. Cap and mark conduits on both ends. No wiring is required in the future generator conduits.

Bid Option
Install ATS and generator systems in full.

One Hundred Fifty Thousand, Eight Hundred Sixty Dollars and Zero Cents

B: Architectural: Section 083600 – Four Fold Doors
Base Bid: Install the Basis of Design Product (FF701 Series Four-fold Doors) or equal as specified.

Bid Option
Install Door Engineering & Manufacturing Model FF800 (400 W Cherry Street, PO Box 5, Kasota, MN – 1-800-959-1352).

Two Thousand Two Hundred Twenty-Seven Dollars $ 2,227.00

4. I understand that the owner reserves the right to reject this bid but that this bid shall remain open and shall not be withdrawn for a period of 30 days after the date prescribed for its opening.

5. If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within 30 days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the contract documents to the owner in accordance with this bid as accepted, and will also furnish and deliver to the owner all required performance bond, labor and materials payment bond, and proof of insurance coverage required, all within 10 days after personal delivery or deposit in the mail of a notification of acceptance of this bid.

6. If awarded this contract, I agree to complete the work within 365 calendar days of Notice to proceed, and to pay liquidated damages as set forth in the Instructions to Bidders for failure to complete the project within the stated time.

7. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.

8. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail.

9. List of Sub-Contractor’s proposed for this project will not be required at time of bidding. The low bidder will be required to deliver, to the architect’s office within 48 hours after time of bid opening, a complete list of subcontractors and material suppliers for approval.

10. The names of all persons interested in the foregoing bid as principals are:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary of the corporation; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last names in full.)

ReliantSouth Construction Group, Inc., a Florida Corporation

BID FORM

00 41 00-2

AGENDA ITEM # 3
Richard M. Dodd, President

John Meyer, Vice President - Secretary & Dalton Parker, Vice President

11. The undersigned bidder is licensed in accordance with the requirements of the State of Florida. Contractor will also include a copy of sub-contractor's license upon award of bid.

Richard M. Dodd or John W. Meyer

(Name of Holder)  

CGC052036 / CGC1508082

(Certificate No.)

FIRM: Reliant South Construction Group, Inc.

BY:  

(SIGNATURE)

(PRINTED NAME)

TITLE: Vice President

ADDRESS: 230 W. 5th Street

Panama City, Florida 32401

CITY, STATE ZIP

PHONE #: 850-215-5540

Attachments:

00 41 01 – TRENCH SAFETY ADDENDUM
00 41 02 – DRUG-FREE WORKPLACE CERTIFICATION
00 41 03 – PUBLIC ENTITY CRIMES STATEMENT
00 41 04 – CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION
00 43 00 – LIST OF SUBCONTRACTORS
00 43 13 – BID BOND

END OF SECTION 00 41 00
Any trench safety excavation having a depth in excess of five (5) feet will be subject to the Excavation Safety Standards established by the Occupational Safety and Health Administration, 29.C.F.R. s. 1926.650 Subpart P.

By the signature of its undersigned authorized representative, the Bidder hereby assures the Owner that any such excavation performed by the Bidder will be performed in compliance with all applicable trench safety standards.

The cost of compliance with applicable trench safety standards is estimated by the Bidder to be $1,000 which cost is included in the amount of bid.

The specific methods of compliance with applicable Trench Safety Standards, and the cost of compliance are as follows:

- Per OSHA Standards and ReliantSouth's Safety Program - Step back, sloping or trench box.
DRUG-FREE WORKPLACE CERTIFICATION

The below signed bidder certifies that it has implemented a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program of such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above Drug-Free Workplace requirements.

DATE: 1/15/19

COMPANY: Reliant South Construction Group, Inc.

ADDRESS: 230 W. 5th Street

CITY: Panama City STATE: FL ZIP CODE: 32401

TELEPHONE: 850-215-5540

SIGNATURE: NAME (PRINTED): John Meyer

TITLE: Vice President

END OF SECTION 00 41 02
SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Panama City Beach

2. This sworn statement is submitted by ReliantSouth Construction Group, Inc. whose business address is 230 W. 5th Street, Panama City, Florida 32401 and (if applicable) Federal Employer Identification Number (FEIN) is 46-2805226 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

3. My name is John Meyer and my relationship to the entity named above is Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. And (please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services.)

(Signature) Date: 1/15/19

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above this 15th day of January, 2019, and is personally known to me, or has provided identification.

My Commission expires: December 8, 2020

END OF SECTION 00 41 03

PUBLIC ENTITY CRIMES STATEMENT

AGENDA ITEM # 3
This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. It is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposed,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT
ReliantSouth Construction Group, Inc.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
John Meyer, Vice President

SIGNATURE

DATE

1/15/19

ED Form 80-0014, 9/90 (Replaces GCS-009 (REV. 1988), which is obsolete)

CERTIFICATE OF DEBARMENT

AGENDA ITEM #: 3
AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

ReliantSouth Construction Group, Inc.
230 West 5th Street
Panama City, Florida 32401

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland
1400 American Lane
Schaumburg, IL 60196

OWNER (Name, legal status and address):

City of Panama City Beach
110 S. Arnold Road
Panama City Beach, FL 32413

Bond Amount: Five percent (5%) of attached bid

PROJECT: (Name, location or address, and Project number, if any):

Panama City Beach - New Fire Station Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15 day of Jan., 2019

(Witness) (Signature) (Seal)

ReliantSouth Construction Group, LLC

(TITLE: Vice President)

Fidelity and Deposit Company of Maryland

(SURETY: George Byrum Norris)

(ATTORNEY- IN- FACT)

Language conforms to AIA Document A310 Bid Bond

BID#0001Z20311F
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint George Byron NORRIS and Jan Marie NELSON, both of Panama City, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of April, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: ____________________________

Assistant Secretary
Dawn E. Brown

By: ____________________________

Vice President
GERALD F. HALEY

State of Maryland
County of Baltimore

On this 17th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposes and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

By: ____________________________

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 031-0106

AGENDA ITEM # 3
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREBIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MEYER, JOHN W
RELIANT SOUTH CONSTRUCTION GROUP INC
230 W 5TH STREET
PANAMA CITY FL 32401

LICENSE NUMBER: CGC1305082
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DODD, RICHARD MICHAEL
RELIANTSOUTH CONSTRUCTION GROUP, INC.
230 W 5TH STREET
PANAMA CITY, FL 32401

LICENSE NUMBER: CGC052006
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.
REGULAR ITEM
4
1. **DEPARTMENT MAKING REQUEST/NAME:**
Parks and Recreation

2. **MEETING DATE:**
January 24, 2019

3. **REQUESTED MOTION/ACTION:**
Staff recommends City Council authorize the City to contract with the most responsive bidder, A & W Flooring Inc. in the amount of $137,351.20 for the Kiddie Pool Liner Repair Project.

| 4. **AGENDA** | 5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESENTATION</td>
<td>Yes [ ] No [ ] N/A [ ]</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td></td>
</tr>
<tr>
<td>CONSENT</td>
<td></td>
</tr>
<tr>
<td>REGULAR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BUDGET AMENDMENT OR N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>DETAILED BUDGET AMENDMENT ATTACHED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes [ ] No [ ] N/A [ ]</td>
</tr>
</tbody>
</table>

6. **BACKGROUND:** *(WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)*

On January 18, 2019 Bids were accepted for the Aquatic Center Kiddie Pool Liner Repair Project. A singer bidder, A & W Flooring Inc., responded in the amount of $137,351.20. The City previously sought proposals for this project but those bids were rejected and the project was re-bid. The re-bid resulted in a lower price to the City.

The City had budgeted approximately $93,500 for the Pool Liner Repair project. To cover the additional cost, a budget amendment is required. The difference of cash carry forward from 2018 season will make up the difference of $44,500.00 for a Budget Amendment to be able to pay for this project. A detail Budget Amendment is attached.

Staff requests authorization to enter into a contract with A & W Flooring, Inc., for completion of the Aquatic Center Kiddie Pool Liner Repair Project in the amount of $137,351.20 and to approve Budget Amendment in the amount of $44,500.00.
RESOLUTION 19-51

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH A&W FLOORING, INC. RELATED TO THE AQUATIC CENTER KIDDIE POOL LINER REPAIR PROJECT IN THE AMOUNT OF $137,351.20; APPROVING A BUDGET AMENDMENT TO FUND THIS EXPENSE; AND PROVIDING FOR AN IMMEDIATELY EFFECTIVE DATE.

1. BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and A&W Flooring, Inc., relating to the repair of the Aquatic Center kiddie pool liner, in the basic amount of One Hundred Thirty-Seven Thousand, Three Hundred and Fifty-One Dollars and Twenty Cents ($137,351.20), in substantially the form of the quote 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.

2. The following budget amendment (#10) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect receipt and expenditure of funds for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2019.

CITY OF PANAMA CITY BEACH

By: ______________________________
   Mike Thomas, Mayor

ATTEST:

______________________________
City Clerk

AGENDA ITEM #4 Resolution 19-51
PROPOSAL FORM

TO: City of Panama City Beach, Florida
SUBMITTED: January 11, 2019

Aquatic Center Kiddie Pool Liner Repair Project

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum price listed, to furnish all labor, materials and supplies to install free and clear the Aquatic Center Kiddie Pool Liner Repair Project 2019 in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and completion of installation acceptable to the City. The Bidder further proposes and agrees to complete the Aquatic Center Kiddie Pool Liner Repair Project by March 24, 2019 with liquidated damages therefrom of $300.00 per day.

Purchase will be made under terms and conditions specified by City in its form of a Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by the City of strictly conforming goods after delivery and install. Strict adherence to design and specifications issued by the City or subsequently accepted in writing by the City will be required.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided). I, the undersigned bidder, hereby acknowledge receipt of the following addenda: Addendum No. Addendum No.

SUMMARY DESCRIPTION AND LUMP SUM PRICE:

Summary description of the products and installation proposed:
Supply and install materials to perform Kiddie pool liner repair project

Note: A detailed description of the products to be used for the repair and replacement of the Pool Liner must be included with this Proposal. See attached REvised Proposal Estimate.

Lump sum price for the Aquatic Center Kiddie Pool Liner Repair Project 2019:

$137,351.20

Specify terms of any deposit or write "None required": 100% material deposit 50% labor upon mobilization, balance due within 30 days of completion

NAME OF SUPPLIER: [Name of Supplier]
ADDRESS: 13351 SE 80TH STREET CITY: MORRISTON STATE: FL ZIP: 32668
EMAIL ADDRESS: [Email Address]
PHONE: [Phone Number]

References: Please list 3 successful Kiddie Pool Liner Projects using the product you are recommending:

Name: LINDON CITY ACTIVITY A01
Location: LINDON CITY, UT
Address or Email: 100 NORMANDY STREET LINDON CITY, UT 84042
Phone Number: [Phone Number]

Name: EMERY COUNTY AQUATIC CTR.
Location: EMERY, UT
Address or Email: 340 E. CASTLE DOL, IDAH 84513
Phone Number: [Phone Number]

Name: TERESE FAMILY YMCA
Location: CDAWEN, ID
Address or Email: 3720 INDIANA AVE CDAWEN, IDAH 83613
Phone Number: [Phone Number]

SIGNATURE—(Confirming all information above is correct)

Print Name: [Print Name] and Print Title [Print Title]

Exhibit A

AGENDA ITEM #
CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10

<table>
<thead>
<tr>
<th>FUND</th>
<th>AQUATIC CENTER ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO</td>
<td>403-0000-389.90-10</td>
<td>Cash Carryforward Unrestricted</td>
<td>(306,930.00)</td>
<td>(75,332.00)</td>
<td>(382,262.00)</td>
</tr>
<tr>
<td>TO</td>
<td>403-0000-572.63-10</td>
<td>Improvements</td>
<td>93,500.00</td>
<td>44,500.00</td>
<td>138,000.00</td>
</tr>
<tr>
<td>FROM</td>
<td>403-0000-999.96-00</td>
<td>Reserves Available for Expenditures</td>
<td>210,122.00</td>
<td>30,832.00</td>
<td>240,954.00</td>
</tr>
</tbody>
</table>

Check Adjustment Totals: (3,308.00)

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**
To amend the aquatic center budget to adjust cash carryforward to actual amount brought forward, to appropriate additional funds necessary to replace kiddie pool liner, and to increase end of fiscal year 2019 reserves by the difference.

**ROUTING FOR APPROVAL**

_________________________ DEPARTMENT HEAD _______________ DATE

_________________________ CITY MANAGER _______________ DATE

_________________________ FINANCE DIRECTOR _______________ DATE
## CITY OF PANAMA CITY BEACH
### BID TABULATION

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Information</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A &amp; W Flooring</td>
<td>13351 SE 80th Street Morriston, FL 32668</td>
<td>100% material deposit; 50% labor upon mobilization; Balance due within 30 days of completion</td>
<td>$137,351.20</td>
</tr>
</tbody>
</table>
January 11, 2019

City of Panama City Beach City Hall Annex
110 S. Arnold Road
Panama City Beach, Florida 32413

Re: Aquatic Center Kiddie Pool Liner Repair Project Revised 1-4-2019

Good Afternoon:

Please find attached our Sealed Bid – Panama City Beach – “Aquatic Center Kiddie Pool Liner Repair Project 2019” for your consideration. Please contact us if you have any questions. Thank you again.

Respectfully,

A & W Flooring, Inc.

Molly Wege
Secretary/Treasurer
A & W Flooring, Inc.
**Job# and Project Location**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>PANAMA CITY BEACH AQUATIC CENTER KIDDIE POOL LINER REPAIR PROJECT, CITY OF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PANAMA CITY BEACH, FLORIDA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FRANK BROWN AQUATIC CENTER - 16200 Panama City Beach Parkway, Panama City</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beach, Florida 32413 <em><strong>REVISED ESTIMATE</strong></em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per the Panama City Beach Aquatic Center Kiddie Pool Liner Repair Project</td>
<td>1</td>
<td>37,171.20</td>
<td>37,171.20</td>
</tr>
<tr>
<td>Bid Document, A &amp; W Flooring, Inc. shall provide all necessary materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>by Myrtha Pools, to complete the membrane replacement for the Kiddie Pool.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials to include: Smooth Light Blue Evolution Membrane, Antiskid Light</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blue Evolution Membrane, Soft Floor for Zero Entry, White PVC Wall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coping, All Associated Chemicals and Cleaners, New Floor Return Gaskets &amp;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sealing Rings.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price to remove existing liner and installation of new liner materials</td>
<td>1</td>
<td>100,180.00</td>
<td>100,180.00</td>
</tr>
<tr>
<td>as specified above. Price includes removal of existing play features, and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>reinstallation of play features upon completion of new liner installation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of two (2) new play features to be bolted only, and will</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>not need to be hooked up to any existing pump systems, features to be</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>provided by City. City to provide Roll Off Dumpster for old liner and trash</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>supplies. Price includes removal of all waste materials to dumpster</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>pertaining to liner repair. Price includes Mobilization and all Labor to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>complete Liner Repair.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Terms & Conditions:

100% Deposit Required for Material Order. Signed Purchase Order Required prior to start date.

**Subtotal**

| Sales Tax (0.0%) | Total |

**Signature**
A & W FLOORING, INC.
13351 SE 80th Street
Morriston, Florida 32668-5027
Phone # (352) 620-5156
Fax # (352) 528-0028

Name / Address
City of Panama City Beach
110 S. Highway 79
Panama City, Florida 32413-2140

Attention: JP

<table>
<thead>
<tr>
<th>Job# and Project Location</th>
<th>Purchase Order#</th>
<th>Account #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kiddie Pool Repair</td>
<td></td>
<td>PCB101</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
</table>
| 1. 100% Deposit required for materials prior to shipping. A further payment of 50% Labor is due upon mobilization. The Balance of 50% Labor is due within the 30 days of receipt of date invoice is submitted to: cjoyer@pcbgov.com. Payments should be issued to A & W Flooring, Inc. at the address listed on this estimate.
|                | 1   |      |       |
| 2. Prices are valid for 90 days after quotation
|                |     |      |       |
| 3. This proposal details the scope of work included in the above price. If any conditions are found upon commencement of the work requiring additional repairs, ie underneath the liner, work will stop until such time that the owner has been notified of the additional work required, and has been provided with and agreed to the cost for the additional materials and labor necessary to complete the work.
|                | 1   |      |       |
| 4. Demo, civil works, site works, excavation & hauling, concrete works, sealing, backfill, deck construction, coping, electrical works, grounding works, mechanical works, and commissioning works are not included in this price, unless specifically noted.
|                | 1   |      |       |
| 5. Pool drainage to by done by City
|                | 1   |      |       |
| 6. Project Repair date of March 24, 2019 will be contingent upon all materials are shipped and on jobsite, and weather is not a factor of delay, otherwise a possible date change could be required. A & W Flooring, Inc. will not be responsible for liquidated damages of $300.00 per day thereafter if a delay in completion presents.
|                | 1   |      |       |
| 7. Any permitting required is the responsibility of others, not A & W Flooring, Inc. (under new general specifications (1) city permits are not required. Items not specifically included in the referenced quotation are not included in the Net Sell Price.
|                | 1   |      |       |
| 8. After review of updated General Specifications dated 1-3-2019, there were no significant changes to these specifications. A courtesy discount has been applied.
|                | 1   |      |       |

100% Deposit Required for Material Order. Signed Purchase Order Required prior to start date.

Subtotal

Sales Tax (0.0%)

Total
A & W FLOORING, INC.  
13351 SE 80th Street  
Morriston, Florida 32668-5027  
Phone # (352) 620-5156  
Fax # (352) 528-0028

<table>
<thead>
<tr>
<th>Name / Address</th>
<th></th>
</tr>
</thead>
</table>
| City of Panama City Beach  
110 S. Highway 79  
Panama City, Florida 32413-2140 |  |

<table>
<thead>
<tr>
<th>Attention:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>JP</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job# and Project Location</th>
<th>Purchase Order#</th>
<th>Account #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kiddie Pool Repair</td>
<td></td>
<td>PCB101</td>
</tr>
</tbody>
</table>

9. A & W Flooring, Inc. will issue a one (1) year warranty on labor and workmanship from April 1, 2019. Materials Warranty to be provided by Myrtha Pools, USA, and will come with a new 10 year manufacturer's warranty for the membrane.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kiddie Pool Repair</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

100% Deposit Required for Material Order. Signed Purchase Order Required prior to start date.

Quote valid for sixty (60) days. TERMS: Signature required prior to start date. Signed Purchase Order and Contract Required. Deposit Required prior to job start. Balance due upon Completion of job.

| Subtotal | $137,351.20 |
| Sales Tax (0.0%) | $0.00 |
| Total | $137,351.20 |