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 LATER CAPACITY.

REGULAR MEETING DATE: July 14, 2016
MEETING TIME: 6:00 P.M.

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION- COUNCILMAN REICHARD

III. PLEDGE OF ALLEGIANCE- COUNCILMAN REICHARD

IV. APPROVAL OF SPECIAL AND REGULAR MINUTES OF JUNE 23, 2016

V. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

VI. PRESENTATIONS – COUNCILMAN JOHN REICHARD
1. BOYS AND GIRLS CLUB CIVIC ACHIEVEMENT AWARD AND PRESENTATION.
2. PROCLAMATION TO MR. TILL BRUETT, FORMER AIRPORT AUTHORITY BOARD MEMBER.

VII. PUBLIC COMMENTS - (Limited to 3 Minutes for Consent and Regular Agenda Items only)

VIII. CONSENT AGENDA
1 ORDER 01-ZN-16, FINDING OF FACTS AND FINAL ORDER FOR THE REQUEST TO ZONE .833 ACRES OF LAND TO CL AND ADOPTION OF ORDINANCE 1386. After receiving testimony and reviewing the exhibits produced during the Quasi-Judicial Hearings on June 23, 2016, the City Council orders that the subject zoning request is GRANTED and Ordinance 1386 is ADOPTED.

2 "AMERICANS WITH DISABILITIES ACT" PROCLAMATION. "A Proclamation declaring July 26, 2016 as the 26th anniversary of the "Americans With Disabilities Act".

3 RESOLUTION 16-93, "BACK TO SCHOOL BEACH BASH" ROAD CLOSURES. "A Resolution of the City of Panama City Beach, Florida, authorizing temporary closures of Bluefish Drive south from Starfish Street to the southern terminus of Bluefish Drive on Saturday, August 6, 2016, for the "Back to School Beach Bash".

4 RESOLUTION 16-95, BIDS- PURCHASE OF TWO SERVICE BODY TRUCKS FOR UTILITIES DEPARTMENT. "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of two 1-1/2 ton trucks from Bartow Ford in the amount of $78,518, and providing an immediately effective date."

5 RESOLUTION 16-96, BIDS- PURCHASE OF TWO 4-WHEEL DRIVE LIGHT UTILITY VEHICLES. "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of two 4-wheel drive light utility vehicles from Beard Equipment in the amount of $26,321.72, and providing an immediately effective date."
RESOLUTION 16-97, BIDS- COLONY CLUB LIFT STATIONS 8 & 18 REPLACEMENT PROJECT. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Royal American Construction Co., Inc., for the Colony Club Lift Station 8 & 18 Replacement Project in the amount of $527,069, and providing an immediately effective date."

ORDER 01-VA-16, FINDING OF FACTS AND FINAL ORDER FOR THE LAMAR OFF-PREMISES SIGN VARIANCE REQUEST FOR PROPERTY LOCATED AT 13405 PANAMA CITY BEACH PARKWAY. After receiving testimony and reviewing the exhibits produced during the Quasi-Judicial Hearings on June 23, 2016, the City Council orders that the subject Variance Request is DENIED.

IX. REGULAR AGENDA - DISCUSSION/ACTION

<table>
<thead>
<tr>
<th>NO.</th>
<th>OFFICIAL</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MG</td>
<td>RESOLUTION 16-94, BIDS- PURCHASE OF 3 GEOTHERMAL HEATERS/COOLERS AND BUDGET AMENDMENT #41, PUBLIC HEARING.</td>
</tr>
<tr>
<td>2</td>
<td>MG</td>
<td>RESOLUTION 16-98, BIDS- 2016 JANITORIAL SERVICES AND BUDGET AMENDMENT #40, PUBLIC HEARING.</td>
</tr>
<tr>
<td>3*</td>
<td>MG</td>
<td>RESOLUTION 16-99, FRONT BEACH ROAD SEGMENT 2 ROADWAY TRANSFER.</td>
</tr>
<tr>
<td>4</td>
<td>MT</td>
<td>CITY BOARDS- DISCUSSION.</td>
</tr>
<tr>
<td>5</td>
<td>ML</td>
<td>EXAMINING BOARD APPOINTMENTS.</td>
</tr>
<tr>
<td>6</td>
<td>MT</td>
<td>PUBLIC COMMENTS. LIMITED TO THREE MINUTES.</td>
</tr>
<tr>
<td>7</td>
<td>AM</td>
<td>ATTORNEY REPORT.</td>
</tr>
<tr>
<td>8</td>
<td>MG</td>
<td>CITY MANAGER REPORT.</td>
</tr>
<tr>
<td>9</td>
<td>MT</td>
<td>COUNCIL COMMENTS.</td>
</tr>
<tr>
<td>10</td>
<td>MT</td>
<td>ADJOURN.</td>
</tr>
</tbody>
</table>

* Action on this item is taken by both the City Council and the City of Panama City Beach Community Redevelopment Agency, jointly and concurrently.

JOHN REICHARD    PHIL CHESTER    JOSIE STRANGE    HECTOR SOLIS    MIKE THOMAS
JOHN REICHARD    PHIL CHESTER    JOSIE STRANGE    HECTOR SOLIS    MIKE THOMAS

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

Deputy City Clerk    Date

Deputy City Clerk    Date
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 and/or Faxed to following interested parties on: 7/11/16 noon.

<table>
<thead>
<tr>
<th>NEWS MEDIA</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>News Herald</td>
<td>John Henderson</td>
</tr>
<tr>
<td>Bullet</td>
<td>Editor</td>
</tr>
<tr>
<td>Channel 4</td>
<td>Ryan Rodig</td>
</tr>
<tr>
<td>Channel 7</td>
<td>Rex Ogburn</td>
</tr>
<tr>
<td>Channel 13</td>
<td>Ken McVay</td>
</tr>
<tr>
<td>Comcast</td>
<td>Kay C. McWilliams</td>
</tr>
<tr>
<td>WOW</td>
<td>Cil Schnitker</td>
</tr>
<tr>
<td>WKGC</td>
<td>Emily Balazs</td>
</tr>
<tr>
<td>WLTG</td>
<td>A. D. Whitehurst</td>
</tr>
<tr>
<td>Magic Broadcasting</td>
<td>Chris Allen</td>
</tr>
<tr>
<td>Clear Channel</td>
<td>Crystal Presley</td>
</tr>
<tr>
<td>Panama City Radio</td>
<td>Brandon Andrews</td>
</tr>
</tbody>
</table>

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER "AGENDA INFORMATION".

THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

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)
PRESENTATIONS

BOYS & GIRLS CLUB
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Danny Melvin

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

For the responsibility assumed, for the unselfish service rendered his community and its citizens in discharging the duties of good citizenship, this token of CIVIC ACHIEVEMENT is hereby awarded.

Presented this 14th of July, 2016

--~

MAYOR MIKE THOMAS
PRESENTATIONS

TILL BRUETT
A PROCLAMATION THANKING TILL BRUETT
FOR HIS YEARS AS THE
CITY REPRESENTATIVE ON
THE AIRPORT AUTHORITY BOARD

WHEREAS, Mr. Till Bruett was chosen as the City representative on the Airport Authority Board on June 24, 2010; and

WHEREAS, during his two terms, he has seen the Airport expand to accommodate all of the new visitors to our area; and

WHEREAS, Mr. Till Bruett was chosen as Chairman during his last term, in acknowledgment of his expertise; and

WHEREAS, now he can return to his hobbies as an avid golfer and fisherman; and

WHEREAS, it was the City's and the Airport Authority's loss for his only being able to serve two terms on the Airport Authority Board.

NOW, THEREFORE, BE IT RESOLVED that I, Mike Thomas, as Mayor of the City of Panama City Beach do hereby thank Mr. Till Bruett for his work on the Airport Authority Board on behalf of the City and our community and proclaim today as

"TILL BRUETT DAY"

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Great Seal of the City of Panama City Beach to be affixed this Fourteenth of July, in the Year of Our Lord Two Thousand Sixteen.

City of Panama City Beach

______________________________
Mike Thomas, Mayor

Attest:

Diane Fowler, City Clerk
CONSENT AGENDA

ITEM NO. 1
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: LEGAL
2. MEETING DATE: JULY 14, 2016

3. REQUESTED MOTION/ACTION:
APPROVE FORM OF ORDER FOR ORDINANCE 1386 ZONING

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)
   ZONING ORDINANCES ARE TYPE II APPLICATIONS FOR WHICH A QUASI JUDICIAL HEARING IS REQUIRED BY LAW.
   FOR MATTERS REQUIRING A QUASI-JUDICIAL HEARING, THE CITY'S LAND DEVELOPMENT CODE REQUIRES DECISION MAKING BODIES TO ENTER AN ORDER WHICH CONTAINS FINDINGS OF FACT AND CONCLUSIONS OF LAW IN SUPPORT OF ITS DECISION.

   ON JUNE 23, 2016, THE CITY HELD A QUASI JUDICIAL HEARING ON ORDINANCE 1386, ULTIMATELY ACTING TO APPROVE THE ZONING OF A .833 PARCEL OF NEWLY ANNEXED LAND FROM COUNTY PLAZA COMMERCIAL TO CITY COMMERCIAL LOW INTENSITY.
   AN ORDER RECITING THE FACTS AND LAW ARISING FROM THAT HEARING ARE ATTACHED FOR YOUR REVIEW.

   IF THE ORDER APPEARS ACCURATE, IT MAY BE APPROVED BY MOTION. IF ANY PORTION OF THE ORDER APPEARS INACCURATE OR INCOMPLETE, IT SHOULD BE PULLED FROM THE CONSENT AGENDA AND SO THAT THE ORDER MAY BE DISCUSSED AND AMENDED AS NECESSARY ON THE REGULAR AGENDA.
ORDER

The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on June 23, 2016, hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Upon original application of Reliant South Construction Group, Inc., the owners of .833 acres of real property located at 19942 Panama City Beach Parkway, to rezone such land from Bay County’s designation of Plaza Commercial to the City’s designation of Commercial Low Intensity, the City’s Planning Board held a properly advertised Quasi-Judicial Hearing to consider the request on May 9, 2016. At the conclusion of the hearing, the Board unanimously recommended approval of the request, which recommendation was incorporated into the Planning Board’s Order, Finding of Fact and Conclusions of Law dated May 17, 2016.

2. The City Council held a properly advertised first reading on the captioned ordinance embodying the request on June 9, 2016, at which public comment was invited but not received. No testimony or competent substantial evidence was received at this first
hearing.

3. The City Council held a properly advertised second reading and Quasi Judicial Hearing on the ordinance embodying the request on June 23, 2016, and at which competent substantial evidence consisting of testimony and documentation was received. No public comment on the zoning ordinance was received at this hearing.

4. The City Planner testified that the requested zoning designation is consistent in all respects with the City's Comprehensive Plan and that the request complies with all the procedural requirements of the City's Land Development Code.

5. The City Planner testified the zoning designation requested would not result in an increase in impacts on local or state facilities, and was compatible with adjacent properties.

**CONCLUSIONS OF LAW**

6. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 10.04.03 and 10.07.02 of the City's Land Development Code, the City Council has jurisdiction to conduct a quasi-judicial hearing on this matter and determine whether the request should be granted by adoption of the captioned ordinance.

7. The proposed zoning request complies with all procedural requirements of the City's Land Development Code.

8. The requested zoning designation is consistent with the City's comprehensive Plan, and maintaining the existing County zoning classification is not necessary and will not accomplish a legitimate public purpose and best serve the public interests of the community as a whole.

**THEREFORE, IT IS ORDERED AND ADJUDGED** that the subject zoning request is hereby **GRANTED** and accordingly, the captioned Ordinance shall be **ADOPTED**.

Parties with standing have the right to appeal this decision by certiorari to the Fourteenth
Judicial Circuit Court within thirty (30) days of the date of this Order.

If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this _____ day of __________________, 2016.

______________________________
MAYOR MIKE THOMAS

ATTEST:

______________________________
DIANE FOWLER, CITY CLERK
CONSENT AGENDA

ITEM NO. 2
A PROCLAMATION DECLARING
JULY 26, 2016
AS THE 26th ANNIVERSARY OF
THE AMERICANS WITH DISABILITIES ACT

WHEREAS, on the 26th anniversary of the Americans with Disabilities Act (ADA), we recognize that this Act has helped fulfill the promise of America for millions of individuals living with disabilities. The anniversary of this landmark legislation is an important opportunity to celebrate the progress over the past 26 years and the many contributions individuals with disabilities make to our Nation; and

WHEREAS, this historic legislation promised equal access and equal opportunity, regardless of ability. It secured each person's right to an independent life, and enabled our country and economy to benefit from the talents and contributions of all Americans; and

WHEREAS, the passage of the ADA was a victory won by countless Americans who refused to accept the world as it was and - against great odds- organized a grass roots movement to enshrine the principle of equality into law. The ADA promises fairness, opportunity, and complete participation in all aspects of American life for individuals with disabilities; and

WHEREAS, through these efforts, our citizens are enjoying the sidewalk improvements along Thomas Drive, which benefit not only those living with a disability but all who live, work, or visit businesses and homes along Thomas Drive.

NOW, THEREFORE, BE IT RESOLVED that I, Josie Strange as Vice-Mayor of the City of Panama City Beach do hereby proclaim July 26, 2016 as a day of celebration in honor of the 26th anniversary of the

AMERICANS WITH DISABILITIES ACT

in the City of Panama City Beach and call upon our community to ensure the promise that every person deserves equal access, equal opportunity, and equal respect, and all within the reach of all Americans.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of the City of Panama City Beach to be affixed this Fourteenth of July, in the Year of Our Lord Two Thousand Sixteen.

Josie Strange, Vice-Mayor

ATTEST:
Diane Fowler, City Clerk

CONSENT AGENDA ITEM
CONSENT AGENDA

ITEM NO. 3
Consideration of Resolution 16-93 to close Bluefish Drive south from Starfish Street to the southern terminus of Bluefish Drive on Saturday, August 6, 2016.

The Back to School Beach Bash will hold a fashion show scheduled on August 6, 2016. The event necessitates careful traffic control and extraordinary usage of a section of Bluefish Drive within the corporate limits of Panama City Beach.
RESOLUTION 16-93

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA
AUTHORIZING TEMPORARY CLOSURES ON BLUEFISH DRIVE
SOUTH FROM STARFISH STREET TO THE SOUTHERN TERMINUS
OF BLUEFISH DRIVE ON SATURDAY, AUGUST 6, 2016 FOR THE
"BACK TO SCHOOL BEACH BASH".

WHEREAS, the Back to School Beach Bash (the "Event") is scheduled on
Saturday, August 6, 2016, in Panama City Beach; and;

WHEREAS, the Event necessitates careful traffic control and extraordinary
usage of a section of Bluefish Drive within the corporate limits of Panama City Beach;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama
City Beach that during the hours of 8:00 A.M. to 7:00 P.M. on August 6, 2016,
Bluefish Drive south from Starfish Street to the southern terminus of Bluefish Drive,
shall be closed and all vehicular traffic shall be controlled in accordance with the
attached map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City
Beach City Council this 14th day of July, 2016.

CITY OF PANAMA CITY BEACH

By: __________________________
    Mayor Mike Thomas

ATTEST:

____________________________
Diane Fowler, City Clerk
Good Morning Jo,

I hope that all is well with you this summer.

Please see the attached map. We are requesting approval for a road closure to facilitate our Beach to School Beach Bash. It is a small fashion show that will take place on August 6th. We'd like to close the road referenced on the attached map for the following time:

Closed: August 6th, 8 a.m.
Open: August 6th: 7 p.m.

This will allow for event set up and break down as well. Pier Park staff and Pier Park Security will handle the labor associated with this closure and we will use interlocking barricades as well as safety cones to facilitate the closure.

Please let me know if you have any additional questions.

Regards,

Michael Kerrigan
Director of Marketing and Business Development
Pier Park
SIMON

600 Pier Park Drive, Suite 125
Panama City Beach, FL 32413 USA
T 850.236.9974 M 850.238.2790 F 850.236.0681
Michael.Kerrigan@simon.com

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CONSENT AGENDA

ITEM NO. 4
### CITY OF PANAMA CITY BEACH
### AGENDA ITEM SUMMARY

<table>
<thead>
<tr>
<th>1. <strong>DEPARTMENT MAKING REQUEST/NAME:</strong></th>
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<tbody>
<tr>
<td>Utilities Department - Al Shortt, Utilities Director</td>
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<table>
<thead>
<tr>
<th>2. <strong>MEETING DATE:</strong></th>
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</thead>
<tbody>
<tr>
<td>July 14, 2016</td>
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</table>

<table>
<thead>
<tr>
<th>3. <strong>REQUESTED MOTION/ACTION:</strong></th>
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<tbody>
<tr>
<td>Approve the purchase of two service body trucks for the Utilities Department from Bartow Ford in the amount of $78,518.</td>
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<tr>
<th>4. <strong>AGENDA</strong></th>
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<tbody>
<tr>
<td>PRESENTATION</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
</tr>
<tr>
<td>CONSENT</td>
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<tr>
<td>REGULAR</td>
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<tr>
<th>5. <strong>IS THIS ITEM BUDGETED (IF APPLICABLE)?</strong></th>
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<tbody>
<tr>
<td>Yes [x] No [ ] N/A [ ]</td>
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<thead>
<tr>
<th>BUDGET AMENDMENT OR N/A</th>
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<tbody>
<tr>
<td>DETAIiLED BUDGET AMENDMENT ATTACHED</td>
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</tbody>
</table>

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<tr>
<th>6. <strong>BACKGROUND:</strong> <em>(WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>The utility department operates a fleet of approximately 35 vehicles to provide support for staff in carrying out their duties in the construction, operation and maintenance of the water and sewer system. Two of the large 1-1/2 ton service body trucks in the fleet have reached the end of their service life and need to be replaced.</td>
</tr>
</tbody>
</table>

Specifications were prepared by City utility staff, a solicitation for bids was publicly advertised and two bidders responded. Staff has reviewed the bids, and recommends awarding the purchase of two service body trucks to the low bidder, Bartow Ford in the basic amount of $78,518.

These vehicles are currently budgeted and the proposed expenditure is within budget. Attached is a copy of the bid tabulation and purchase order will be issued upon Council approval.

**WHY** - To allow the City Manager to purchase two service body trucks for the Utility Department from Bartow Ford.

**WHAT** - The replacement of aging equipment with equivalent new vehicles to enable staff to provide efficient service in operating and maintaining the utility system.
RESOLUTION 16-95

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF TWO 1 -1/2 TON TRUCKS FROM BARTOW FORD IN THE AMOUNT OF $78,518, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Bartow Ford, relating to the purchase of two 1- 1/2 ton trucks, in the basic amount of Seventy Eight Thousand Five Hundred Eighteen Dollars ($78,518), on substantially the terms of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2016.

CITY OF PANAMA CITY BEACH

By: __________________________
    Mike Thomas, Mayor

ATTEST:

   ________________________________
   Diane Fowler, City Clerk
# CITY OF PANAMA CITY BEACH
## BID TABULATION
### UTILITY DEPARTMENT FLEET VEHICLES
**JULY 6, 2016 - 10:15 A.M.**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>UNIT BID AMOUNT &amp; QUANTITY TO PURCHASE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BARTOW FORD</strong></td>
<td>2800 US Highway 98 N. Bartow, Florida 33830</td>
<td>1-1/2 TON 4X2 SB: $37,989, 1-1/2 TON 4X4 SB: $40,529</td>
</tr>
<tr>
<td>Richard Weissinger</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>HUB CITY FORD</strong></td>
<td>4060 South Ferdon Blvd. Crestview, FL 32536</td>
<td>1-1/2 TON 4X2 SB: $37,999, 1-1/2 TON 4X4 SB: $40,699</td>
</tr>
<tr>
<td>Joe Windrow</td>
<td></td>
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</tr>
</tbody>
</table>

| LOW BID | 1-1/2 TON 4X2 SB: $37,989, 1-1/2 TON 4X4 SB: $40,529 |
| QUANTITY | 1, 1, 0 |
| SUB TOTAL | 1-1/2 TON 4X2 SB: $37,989, 1-1/2 TON 4X4 SB: $40,529 |

| DEPARTMENT | 70% W / 30% WW, 70% W / 30% WW |

**TOTAL COST OF VEHICLES** = $78,518.00
**WATER BUDGET EXPENSE** = $54,962.60
**WASTEWATER BUDGET EXPENSE** = $23,555.40
CONSENT AGENDA

ITEM NO. 5
1. **DEPARTMENT MAKING REQUEST/NAME:** Utilities Department - Al Shortt, Utilities Director

2. **MEETING DATE:** July 14, 2016

3. **Requested Motion/Action:**
Approve the purchase of two 4-wheel drive light utility vehicles for the Utilities Department from Beard Equipment in the amount of $26,321.72.

4. **AGENDA**

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

5. **Is this item budgeted (if applicable)?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
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</tbody>
</table>

6. **Background:**

The utility department operates two 4-wheel drive light utility vehicles to provide support for staff in carrying out their duties at Conservation Park. Both have reached the end of their service life and need to be replaced.

Specifications were prepared by City utility staff, a solicitation for bids was publicly advertised and two bidders responded. Staff has reviewed the bids, and recommends awarding the purchase of two service body trucks to Beard Equipment in the basic amount of $26,321.72. Another bidder, Sowell Tractor Co., submitted a lower bid for a similar vehicle, but that bid was disqualified due to the width of the bid vehicles being too wide to drive across some of the boardwalks at the park.

These vehicles are currently budgeted and the proposed expenditure is within budget. Attached is a copy of the bid tabulation and purchase order will be issued upon Council approval.

**WHY** - To allow the City Manager to purchase two 4-wheel drive light utility vehicles for the Utility Department from Beard Equipment.

**WHAT** - The replacement of aging equipment with equivalent new vehicles to enable staff to provide efficient service in operating and maintaining the infrastructure at Conservation Park.
RESOLUTION 16-96

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF TWO 4-WHEEL DRIVE LIGHT UTILITY VEHICLES FROM BEARD EQUIPMENT IN THE AMOUNT OF $26,321.72, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Beard Equipment, relating to the purchase of two 4-wheel drive light utility vehicles, in the basic amount of Twenty Six Thousand Three Hundred Twenty-One Dollars and Seventy-Two Cents ($26,321.72), with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2016.

CITY OF PANAMA CITY BEACH

By: ___________________________

Mike Thomas, Mayor

ATTEST:

_____________________________

Diane Fowler, City Clerk
<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>UNIT BID AMOUNT &amp; QUANTITY TO PURCHASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEARD EQUIPMENT</td>
<td>4625 US Hwy 231 N. Panama City, Florida 32404</td>
<td>$13,160.86</td>
</tr>
<tr>
<td>Johnny Stone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOWELL TRACTOR CO.</td>
<td>2841 US Hwy 77 N. Panama City, Florida 32405</td>
<td>$12,163.37 Disqualified</td>
</tr>
<tr>
<td>Robin Sowell</td>
<td></td>
<td></td>
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</tbody>
</table>

LOW BID $13,160.86
QUANTITY 2
SUB TOTAL $26,321.72

DEPARTMENT 100% Wastewater

TOTAL COST OF VEHICLES = $26,321.72
WATER BUDGET EXPENSE = $0.00
WASTEWATER BUDGET EXPENSE = $26,321.72
CONSENT AGENDA

ITEM NO. 6
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

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

2. MEETING DATE:
 July 14, 2016

3. REQUESTED MOTION/ACTION:
Approve the construction Agreement for the Colony Club Lift Station 8 and 18 Replacement project with Royal American Construction Co., Inc. in the amount of $527,069.

4. AGENDA PRESENTATION
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)
Existing Lift Station 8 is over 47 years old and is located within the alignment of the proposed Colony Club connection to Nautilus Street. The relocated Lift Station 8 will have a more modern design, safer access for maintenance and greater capacity than the original station. Lift Station 18 is over 30 years old and the proposed construction raises the surface elevations of the structures and replaces all of the electrical and mechanical components. With these improvements, Lift Station 18 will have greater protection against flooding, and the ability to deliver flows to the City system without requiring re-pumping by other stations.

   Most of the design work and all permitting was performed by City utility staff, a solicitation for construction bids was publicly advertised and six bidders responded. Staff has reviewed the bids, and recommends awarding the work to the low bidder, Royal American Construction Co. Inc. in the basic amount of $527,069.00.

   This project is currently budgeted and the proposed expenditure is within budget. Attached is a copy of the bid tabulation and a draft agreement.

   WHY - To allow the City Manager to enter into a construction contract with Royal American Construction Company, Inc.

   WHAT - To allow construction of the proposed Colony Club road connection to Nautilus Street, and to improve sewer service in the Colony Club service area and reduce maintenance costs.
RESOLUTION 16-97

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ROYAL AMERICAN CONSTRUCTION CO., INC. FOR THE COLONY CLUB LIFT STATION 8 AND 18 REPLACEMENT PROJECT IN THE AMOUNT OF $527,069; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Royal American Construction Co., Inc., relating to the Colony Club Lift Station 8 and 18 Replacement Project, in the basic amount of Five Hundred Twenty Seven Thousand Sixty Nine Dollars ($527,069), in substantially the form attached and submitted to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

______________
Diane Fowler, City Clerk
<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>BASE BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Royal American Construction Company, Inc.</td>
<td>1002 W. 23rd Street, Suite 400, Panama City, FL 32405</td>
<td>$527,069.00</td>
</tr>
<tr>
<td>GAC Contractors, Inc.</td>
<td>4116 Hwy 231, N., Panama City, Florida 32404</td>
<td>$699,964.00</td>
</tr>
<tr>
<td>IC Contractors</td>
<td>228 E. 34th St., Panama City, Florida 32405</td>
<td>$729,480.05</td>
</tr>
<tr>
<td>GCUC, LLC</td>
<td>P. O. Box 8170, 13938 Highway 77, Panama City, Florida 32409</td>
<td>$753,910.00</td>
</tr>
<tr>
<td>Martin Construction, LLC</td>
<td>P. O. Box 729, Defuniak Springs, FL 32435</td>
<td>$819,010.00</td>
</tr>
<tr>
<td>North Florida Construction, Inc.</td>
<td>P. O. Box 129, 10367 N.W. Newsome Road, Clarksville, FL 32430</td>
<td>$970,325.00</td>
</tr>
</tbody>
</table>
PANAMA CITY BEACH – COLONY CLUB LIFT STATION 8 AND 18 REPLACEMENT

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this __ day of ____________, 2016, by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Royal American Construction Co., Inc., doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 1002 W. 23rd Street, Suite 400, Panama City, FL 32405 (hereinafter called "CONTRACTOR"). for the performance of the Work (as that terms is defined below) in connection with the construction of COLONY CLUB LIFT STATION 8 AND 18 REPLACEMENT ("Project"), to be located at the City of Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the “Work”). CONTRACTOR’S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR’S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR’S sub-
contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within of the required commencement date as follows, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"): 

<table>
<thead>
<tr>
<th>Completion Milestone</th>
<th>Calendar Days Following Notice to Proceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construct all improvements for proposed Lift Station 8 and demolition of existing Lift Station 8</td>
<td>120</td>
</tr>
<tr>
<td>Construct all improvements for proposed Lift Station 18</td>
<td>150</td>
</tr>
</tbody>
</table>

Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $500 for each calendar day that expires after the Contract Time for Substantial Completion for Lift Station 8 and $250 for each calendar day that expires after the Contract Time for Substantial Completion for Lift Station 18 as more fully set forth in Section 15 of the General Conditions. Liquidated damages can accrue concurrently.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $527,069.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

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

- Section 00010 ADVERTISEMENT FOR BIDS
- Section 00020 INFORMATION FOR BIDDERS
- Section 00030 BID PROPOSAL FORM
- Section 00040 BID BOND
- Section 00050 AGREEMENT
- Section 00060 PERFORMANCE BOND
- Section 00070 PAYMENT BOND
- Section 00080 NOTICE OF AWARD
- Section 00090 NOTICE TO PROCEED
- Section 00095 STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- Section 00096 TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
- Section 00097 PUBLIC ENTITY CRIMES STATEMENT
- Section 00099 CERTIFICATE OF INSURANCE
- Section 00100 GENERAL CONDITIONS
- Section 00800 SUPPLEMENTAL CONDITIONS

DRAWINGS prepared by the City of Panama City Beach (civil/mechanical)
and Baskerville Donovan, Inc. (electrical) Numbered G-000 through E-118 and dated June 2016.

SPECIFICATIONS prepared or issued by the City of Panama City Beach Dated June 2016.

ADDENDA
No. 1, dated June 27, 2016
No. __, dated ____________, 20__
No. __, dated ____________, 20__
No. __, dated ____________, 20__

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the “Agreement”.

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Agreement shall be governed by the laws of the State of Florida.

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address.
as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, FL 32413  
ATTENTION: Mario Gisbert, City Manager  
Fax No.: (850) 233-5108

If to Contractor:

Royal American Construction Co., Inc.  
1002 W. 23rd Street, Suite 400  
Panama City, FL 32405  
ATTENTION: Joey Chapman - President  
Fax No.: (850)769-8981

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

12. Each of the parties hereto agrees and represents that the Agreement
comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Mr. Albert E. Shortt, P.E. – Utilities Director.

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the
Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.
These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by OWNER.
Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

<table>
<thead>
<tr>
<th>Limit Each Accident</th>
<th>Limit Disease Aggregate</th>
<th>Limit Disease Each Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).
COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

| Bodily Injury, Property Damage & Personal Injury Liability | $1,000,000 Combined Single Limit Each Occurrence, and $2,000,000 Aggregate Limit |

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.
BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

| Bodily Injury & Property Damage | $1,000,000 Combined Single Limit Each Accident |

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $10,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

[Either list any required insurance (e.g. Professional Liability Insurance) or indicate that none is required at this time]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(Seal)

OWNER:
CITY OF PANAMA CITY BEACH,
FLORIDA

BY:

NAME: Mario Gisbert
(Please type)

TITLE: City Manager

ATTEST:

City Clerk – Diane Fowler

CONTRACTOR:

BY:

NAME: Joey Chapman - President
(Please Type)

ADDRESS: 1002 W. 23rd St., Suite
400, Panama City, FL 32405

[END OF SECTION 00050]
CONSENT AGENDA

ITEM NO. 7
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
JULY 14, 2016

3. REQUESTED MOTION/ACTION:
APPROVE FORM OF ORDER FOR LAMAR VARIANCE REQUEST

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT ✓
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?
YES ☑ NO ☐ N/A ✓

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
VARIANCES ARE TYPE IV APPLICATIONS FOR WHICH A QUASI JUDICIAL HEARING IS REQUIRED BY LAW.
FOR MATTERS REQUIRING A QUASI-JUDICIAL HEARING, THE CITY'S LAND DEVELOPMENT CODE REQUIRES DECISION MAKING BODIES TO ENTER AN ORDER WHICH CONTAINS FINDINGS OF FACT AND CONCLUSIONS OF LAW IN SUPPORT OF ITS DECISION.
ON JUNE 23, 2016, THE CITY HELD A QUASI JUDICIAL HEARING ON TWO VARIANCE REQUESTS FROM LAMAR ADVERTISING, ULTIMATELY ACTING TO DENY THE REQUESTS UPON A FAILURE TO FIND A HARDSHIP.
AN ORDER RECITING THE FACTS AND LAW ARISING FROM THAT HEARING ARE ATTACHED FOR YOUR REVIEW.
IF THE ORDER APPEARS ACCURATE, IT MAY BE APPROVED BY MOTION. IF ANY PORTION OF THE ORDER APPEARS INACCURATE OR INCOMPLETE, IT SHOULD BE PULLED FROM THE CONSENT AGENDA AND SO THAT THE ORDER MAY BE DISCUSSED AND AMENDED AS NECESSARY ON THE REGULAR AGENDA.
CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH

IN RE: LAMAR OFF-PREMISES SIGN VARIANCE REQUESTS ON
PROPERTY LOCATED AT 13405 PANAMA CITY BEACH
PARKWAY

PARCEL NO. 3402-060-000

QUASI-JUDICIAL HEARING HELD JUNE 23, 2016
No: 01-VA-16

ORDER

The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, having
heard testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing in this
matter held June 23, 2016, sets forth the following Procedural History, Findings of Fact
and Conclusions of Law.

PROCEDURAL HISTORY

1. On March 11, 2016, Lamar Advertising, applied for two Variance requests in
order to construct an off-premise sign on Parcel Number 34002-060-000
which is located at 13405 Panama City Beach Parkway. The requests are: (1)
to increase the height of the proposed sign to be 13' higher than the previous
off premises sign which was removed from the site; and (2) to permit the
proposed sign to be located 84' from a residentially zoned area. The City's
Land Development Code provides that off-premises signs may not be
increased in height (Section 5.07.06.E), and that off-premises must be located
125' away from residentially zoned areas (5.07.06.F3).

2. Staff properly and timely prepared a written report setting forth City Staff's
analysis of the Variance requests and concluded that the request did not satisfy
the factors required to qualify for a variance under Section 9.03.03 of the City’s Land Development Code (LDC).

3. Pursuant to LDC Sec.5.07.06 the City Council is authorized to hear variance requests pertaining to the City’s Sign Code. On June 23, 2016, the City Council held a properly advertised Quasi-Judicial hearing on the Request.

4. The City Council received testimony and exhibits from the Applicant regarding the proposed sign’s design and location.

5. No public comment was received or considered by the Council.

FINDINGS OF FACT

6. Based on the un-contradicted testimony of the City Planner, notice of the June 23, 2016, hearing was properly given and all procedural requirements met for the City Council to conduct the hearing.

7. The City Planner testified under oath that the request contains insufficient detail to meet the definitive criteria of Section 9.03.03.

8. The Applicant presented competent, substantial evidence regarding the sign placement constraints on the lot specifically and within the City on the Panama City Beach Parkway generally, and asserted that the variances would permit the erection of the off-premises sign in a location which would not obstruct views of the principal Therapy One structure being constructed on the property, and would not materially affect the adjacent residential property any more than the previous sign had. The Applicant explained that the reason for the request was to favorably situate the off-premises sign on this parcel on Panama City Beach Parkway to maximize the sign’s economic value.

CONCLUSIONS OF LAW

9. Pursuant to LDC Secs. 5.07.06 and 10.13.00 the City Council has jurisdiction to conduct this Quasi-Judicial hearing.
10. The City Planner is qualified to express an opinion on the matters addressed herein related to the City's Comprehensive Plan and Land Development Code.

11. At a Quasi-Judicial hearing, the City Council is required to base its decision upon the evidence as may be presented to the City Council during the hearing. See: LDC Sec 10.13.01.J.

12. In a variance proceeding, the party seeking the variance bears the burden of proof. See: LDC Sec.10.13.02.E.

13. The height limitations for off premises signs are modifiable by the City Council through the Variance process if literal enforcement of the height limitation would result in an unnecessary hardship on the owner of the replacement sign or the owners of the property adjoining the replacement sign. See LDC Sec 5.07.06.F3b.

14. Off-premises sign placement standards are not modifiable by the Council unless the Applicant has demonstrated that the Variance criteria specified in LDC section 9.03.03 are met, together with evidence about the unique relationship of the proposed sign to the affected residential neighborhood which warrants a reduction of the City's requirement.

15. The Applicant failed to demonstrate that the conditions expressed in Section 9.03.03(1-4) would be satisfied by the request and did not proffer evidence demonstrating the uniqueness of the proposed sign, the affected neighborhood, or the relationship of the proposed sign to the affected neighborhood.

THEREFORE, it is ORDERED AND ADJUDGED that the captioned Request is finally DENIED.

Parties with standing have the right to appeal this decision by certiorari to the Fourteenth Judicial Circuit Court within thirty (30) days of the date of this Order.
If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this ___ day of ____________, 2016.

__________________________
MAYOR MIKE THOMAS

ATTEST:

__________________________
DIANE FOWLER, CITY CLERK
REGULAR AGENDA

ITEM NO. 1
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Parks and Recreation
2. MEETING DATE: July 14, 2016

3. REQUESTED MOTION/ACTION:
Replace three heater/coolers at the amount of $51,565.00 and approve a budget amendment for such purchase.

4. AGENDA PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?
YES ☑ NO ☐ N/A ☐

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
Three of the 6 Heaters/coolers still need to be replaced. We replaced one heater in 2015, one heater in March of 2016, and in June of 2016 the City Council had approved to replace another heater/coolers. We are presently only working on 3 of 6 heaters/coolers. The professionals are saying that our heaters/coolers have met their life expectancy and that they recommend replacing the remaining heaters/coolers as soon as we can.

Staff originally requested a bid to replace all 5 heaters/coolers. Symbiont Service Corp. was the only responsive bidder at a total cost of $83,775.00.

Due to limited contingency budget for the Aquatics Center, Symbiont Service Corp. has given us other options to replace these aging units while offering discounts for purchasing multiple units at one time.
1 Unit $18,635.00 - Already approved at City Council Level at the March 24, 2016 meeting
2 Units $34,590.00 - $17,295.00 each - Already approved at the June 23, 2016 meeting
3 Units $51,565.00 - $17,188.33 each
4 Units $67,240.00 - $16,855.00 each
All of these options are still within their initial bid amount of $83,775.00

Per the direction of City Council at the July 7, 2016 Budget Workshop, Staff's recommendation at this time is to replace three heaters/coolers in the amount of $51,565.00, and to provide a budget amendment as per attached.

The City Manager and Finance Director have reviewed and approve the recommendation of the purchase of the pool heaters/coolers and installation. The budget amendment has been prepared by Finance Director.
RESOLUTION 16-94

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF THREE SYMBIONT GEOTHERMAL POOL HEATING/COOLING UNITS IN THE BASIC AMOUNT OF $51,565; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Symbiont Service Corp. relating to the purchase of three Symbiont Geothermal Pool Heating/Cooling units to be used by the Aquatics Center, in the total amount of Fifty One Thousand Five Hundred Sixty Five Dollars ($51,565), on substantially the terms and conditions set forth in the quote attached hereto as Exhibit A, draft dated March 11, 2016, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

2. The following budget amendment (# 41) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the appropriation of funds for the purposes stated herein.

3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this __14__ day of July, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk
Staff Report

July 14, 2016
To: City Council
By: Jim Ponek, Director of Parks and Recreation

Per the direction of City Council at the July 7, 2016 Budget Workshop, staff is now recommending a budget amendment for the purchase of the final Three Pool Heater/Coolers for this current 2015-2016 Fiscal Year Budget. Budget amendment is attached.

Due to the issues with the Geo Thermal Pool Heaters/Coolers, we are presently only working on 3 of 6 Heaters/Coolers.

Staff’s recommendation is to purchase the final 3 Units at a total of $51,565.00 ($17,188.33 each). This price has been agreed upon by Symbiont within their initial bid amount of $83,775.00 on March 11, 2016.

The City Attorney, City Manager and Finance Director have reviewed and approve the recommendation of the purchase of the pool heaters/cooler/installation and a budget amendment has been prepared by Finance Director.
SYMBIONT SERVICE CORP.

Go Green • Go GeoThermal

"One Company, One Call, Complete Comfort!"

QUOTATION

To: Frank Brown Aquatic Center
   16200 Panama City Beach Parkway
   Panama City Beach, Florida 32413
   Phone: 850-233-5045
   Attn: Cheryl Joyner

Date 3/11/2016
No 3112016-1
Page 1 of 1
Job Frank Brown Park
Valid for 90 days
Terms Progressive Billing

Frank Brown Park Aquatic Center, Panama City Beach

Description
5 Symbiont PH-215-TT-RV GeoThermal Pool Heating/Cooling Units (460v 3 phase) delivered and installed per Bid Specifications ........................................ $83,775.00

Includes:
Heating/Cooling units delivered and installed.
The existing Ranco t-stat will be removed.
The digital t-stat on the lead unit will become the controlling t-stat for heating and cooling.
The intermediate plate heat exchanger and loop pump will be removed and hauled away.
One year Symbiont Service Corp all parts and labor warranty on the installation.
Five year manufacturer's labor warranty on the Symbiont units.
Seven year manufacturer's all parts only on the Symbiont units.
Lifetime parts on titanium tube portion of the condenser and evaporator heat exchangers.

Does not include:
Local municipal permits

Exhibit A
Description of Operation

The SYMBIONT™ Geo-Thermal Pool Heater is a high quality, high performance, dedicated water-to-water package heat pump.

The SYMBIONT™ is designed to provide high performance operation on private and public pools and spas. Like gas, the SYMBIONT™ is totally unaffected by outdoor weather conditions and has a 15-20 year serviceable life expectancy.

The SYMBIONT™, while competitively priced with either solar heating systems or air source heat pumps, costs substantially less to operate than any air source available. When cost of operation and dependability are considered, the SYMBIONT™ has no equal.

When the pool pump is running, and on demand of the thermostat, the SYMBIONT™ pool heater and source water pump are energized to heat the pool.

Like any heat pump, the SYMBIONT™ uses a refrigerant vapor compression cycle to extract free heat from one place (the heat source, either a well, a lake, or canal) and deliver it to another (the pool or spa). All you pay for is the electricity used by the compressor and pumps.

Specifications*

<table>
<thead>
<tr>
<th>Source EWT (Entering Water Temp)</th>
<th>COP</th>
<th>BTUH Rating</th>
<th>Source Water/Pool Water GPM</th>
<th>Source Water Connections FPT</th>
<th>Compressor</th>
<th>Volts/Hertz/Phase</th>
<th>RLA</th>
<th>LRA</th>
<th>Minimum Circuit Ampacity</th>
<th>Maximum Breaker</th>
<th>Weight</th>
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<tr>
<td>65F</td>
<td>6.07</td>
<td>199,014</td>
<td>50</td>
<td>2&quot;</td>
<td>13 HP</td>
<td>208-230/60/3</td>
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*Specifications subject to change. December 2, 2014
CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10

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<th>FUND</th>
<th>ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
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<td>TO</td>
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Check Adjustment Totals: 4,841,798.00 0.00 4,841,798.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To appropriate funds for (3) additional pool heaters

ROUTING FOR APPROVAL

__________________________ DEPARTMENT HEAD ___________ DATE ___________

__________________________ CITY MANAGER ___________ DATE ___________

__________________________ FINANCE DIRECTOR ___________ DATE ___________

AGENDA ITEM #
### CITY OF PANAMA CITY BEACH

**AGENDA ITEM SUMMARY**

<table>
<thead>
<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>Utilities Department - Al Shortt, Utilities Director</th>
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<tr>
<td>2. MEETING DATE:</td>
<td>July 14, 2016</td>
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<tr>
<td>3. REQUESTED MOTION/ACTION:</td>
<td>Approve a budget amendment and a cleaning services Agreement for five City buildings - City Hall Annex, Public Services, Police Department, Utilities Maintenance and WWTP Operations.</td>
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<tr>
<td>4. AGENDA</td>
<td></td>
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<tr>
<td>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</td>
<td>Yes [✓] No [ ] N/A</td>
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<tr>
<td>BUDGET AMENDMENT OR N/A</td>
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<tr>
<td>DETAILED BUDGET AMENDMENT ATTACHED</td>
<td>Yes [✓] No [ ] N/A</td>
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<tr>
<td>6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)</td>
<td>In the past, the City has not had contracted janitorial services for its buildings. With the addition of the two new large buildings to the City complex, the amount of custodial work needed has increased to a point additional full-time custodial staff will be needed unless some of the work is contracted out. Staff believes there will be cost savings and improved consistency of janitorial services between all City buildings through an overall janitorial services contract. A scope of services was developed by City staff with input from department heads, a solicitation for janitorial services bids was publicly advertised and three bidders responded. Five buildings are included in the solicitation. Three are located at the main administrative campus (City Hall Annex, Police Department and Public Services) and two are on North Gulf Blvd (WWTP Operations and Utilities/Public Works maintenance offices). Staff has reviewed the bids, and recommends awarding the work to the low bidder, Underwood Service Enterprises, dba Pro Force of the Emerald Coast, for a two-year term in the approximate annual amount of $51,488 with an option to renew for a second two year term should the City choose to do so. The annual cost may vary slightly, as there are a series of unit prices in the bid proposal, where the City can add or reduce particular services based on need during the term of the contract. Attached is a copy of the budget amendment, bid tabulation showing the expected annual costs at each building, and a draft agreement that includes unit costs for review. WHY - To allow the City Manager to enter into a janitorial service contract with Underwood Service Enterprises, dba Pro Force of the Emerald Coast, for cleaning of the five City buildings. WHAT - To provide a comprehensive janitorial service to take advantage of economy of scale and secure uniformity of cleaning of all City buildings included in the contract.</td>
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<table>
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<th>PRESENTATION</th>
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</table>

**AGENDA ITEM #**

2

---

**AGENDA ITEM #**

2
RESOLUTION 16-98

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT FOR JANITORIAL SERVICES WITH UNDERWOOD SERVICE ENTERPRISES IN THE ESTIMATED ANNUAL AMOUNT OF $51,488; APPROVING A BUDGET AMENDMENT AND PROVIDING AN EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Underwood Service Enterprises, dba Pro Force of the Emerald Coast, relating to the provision of janitorial services for five city buildings over a two year term, in the approximate annual amount of Fifty One Thousand, Four Hundred Eighty Eight Dollars ($51,488.00), on substantially the terms, conditions and unit prices set forth in the agreement attached hereto as Exhibit A, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

2. The following budget amendment (# 40) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the appropriation of funds for the purposes stated herein.

3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 14 day of July, 2016.

PASSED in regular session this ___ day of __________, 2016.

CITY OF PANAMA CITY BEACH

By: ________________________________
    Mike Thomas, Mayor

ATTEST:

__________________________________
Diane Fowler, City Clerk
THIS 2016 JANITORIAL SERVICES AGREEMENT is made and entered into this __ day of __________, 2016, by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (City) and UNDERWOOD SERVICE ENTERPRISES dba PRO FORCE of the Emerald Coast (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide janitorial services for five (5) City buildings, as more particularly described in the Scope of Work.

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

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the unit prices contained in the Contractor’s cost proposal. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the unit prices contained in the Contractor’s cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.

Exhibit A
3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of two years, and the City shall have the unilateral option to extend the initial term for one, two-year renewal period by written notice delivered to the Contractor before the expiration of the initial term.

5. TERMINATION OF CONTRACT

A. Termination for Convenience. The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Upon such termination Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract. The Contractor may cancel the contract with ninety (90) days written notice to the City. Failure to provide proper notice may result in the Contractor being barred from future business with the City.

B. Termination for Cause. The City may terminate this Agreement for default without giving the notice set forth in subsection A (above) if the Contractor does not deliver the product or service in accordance with the Contract delivery schedule, or if the Contractor fails to perform in the manner called for in the
Contract or if the Contractor fails to comply with any other provision of the Contract on three or more separate and documented instances. Termination shall be effected by serving a written notice on the Contractor setting forth the manner in which the Contractor is in default. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, the contract shall cease and terminate upon the expiration of said five (5) working days. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

1. If this Contract is terminated for default, the City, in addition to all other rights afforded by law for Contractor's breach of Contract, shall have the right to charge Contractor the amount by which the costs of obtaining the services from another source exceed the price specified herein, and the City may offset any such charge against any amounts which may otherwise become payable to Contractor under the Contract.

2. Upon such termination, Contractor will deliver to the City any keys, fobs, or other articles of City property in its possession, for which the City shall make written request at or after termination. Any Contractor equipment and supplies not collected from the supply closets/cabinets within the 5 working day termination period shall be deemed abandoned by the Contractor, and in the lawful possession of the City. The City will pay Contractor for the actual amount due based on unit prices and the quantity of work completed, at the time of cancellation, less damages caused to the City by the acts of the Contractor causing the termination. Notwithstanding the City's right to terminate the Contract for delay in delivery of services, Contractor shall not be liable to the City for any damages thereof if Contractor's delay is due to causes beyond its control, and without its fault or negligence, provided Contractor immediately notifies the City of conditions causing the delay.

6. COMPLIANCE WITH LAWS.

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

7. WARRANTY

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

8. INSURANCE AND INDEMNIFICATION

a. Contractor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:

i. Workers Compensation and Employer's Liability Insurance Coverage. Limits of coverage shall not be less than $1,000,000 each accident; $1,000,000 disease each employee; and $1,000,000 disease aggregate.

ii. Commercial General Liability. Coverage shall include bodily injury, property damage and personal injury liability and limits of coverage shall not be less than $1,000,000 combined single limit for each occurrence and $3,000,000 aggregate.

iii. Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than $1,000,000 combined single limit for each accident.

b. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.

c. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.
d. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.

e. Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Mr. Mario Gisbert, City Manager, 110 South Arnold Road, Panama City Beach, FL 32413.

f. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.

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

h. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages,
directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

i. ATTORNEY'S FEES

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

8. TIME

Time is of the essence in this Agreement.

9. FORCE MAJEURE

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

10. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

11. ASSIGNMENT
This Agreement is not assignable.

12. SEVERABILITY

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

13. MODIFICATIONS

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

14. WAIVER

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

15. NOTICES

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

As to City:
Mario Gisbert, City Manager
mgisbert@pcb.gov.com
110 S. Arnold Road, PCB, FL 32413
850-233-5100
As to Contractor: Underwood Service Enterprises dba Pro Force of the Emerald Coast
Contract Representative: John Underwood
Title/Position: Owner
Email address: john_proforce@comcast.net
Mailing address: 3010 Stanford Road, Panama City, FL 32405
Phone: 850-785-7503

16. ENTIRE AGREEMENT

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

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

__________________________________________  
Witness 1  
__________________________________________  
(Print Name): By: John Underwood
Owner  
__________________________________________  
Date

I _______________________________________  
Witness 2 (Print Name):
# City of Panama City Beach 2016 PCB Janitorial Services Contract

## Unit Prices - Underwood Service Enterprises dba Pro Force of the Emerald Coast

### Facilities Description

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<th>Cost Per Cleaning Event</th>
<th>No. of Events Per Year</th>
<th>Extension</th>
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<td>17115 Panama City Beach Pkwy, Panama City Beach, FL</td>
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### Annual Bid Amount

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Check Adjustment Totals: 59,645,569.00 0.00 59,645,569.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To amend FY 2016 budget to appropriate funds for janitorial services contract; prorated for August and September 2016
REGULAR AGENDA

ITEM NO. 3
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Community Redevelopment Area (CRA)/Kelly Jenkins

2. MEETING DATE: 7/14/2016

3. REQUESTED MOTION/ACTION:
Approve Agreement with DOT for the transfer of Front Beach Road Segment 2 and authorize its execution and minor amendments by City Manager

4. AGENDA

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Presentation</th>
<th>Public Hearing</th>
<th>Consent</th>
<th>Regular</th>
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<tbody>
<tr>
<td>IS THIS ITEM BUDGETED (IF APPLICABLE)?</td>
<td>[ ] Yes</td>
<td>[ ] No</td>
<td>[ ] N/A</td>
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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)
The CRA department's engineering consultants have completed construction drawings and specifications for the Front Beach Road CRA Segment 2 project. This project begins approximately 500' west of Richard Jackson Boulevard and continues along Front Beach Road to South Thomas Drive. The City of Panama City Beach has been involved in many discussions and negotiations with the Florida Department of Transportation (FDOT) over the years to have the ownership of Front Beach Road transferred from FDOT to the City. As part of the FDOT permitting process to begin construction of Front Beach Road Segment 2, it became clear that an agreement would need to be reached between both parties. This agreement would ensure that this portion of roadway would be transferred to the City as a condition of obtaining a permit to work within the FDOT right-of-way. The approval of the attached agreement provided will enable the Segment 2 construction project to move forward to the next step to begin construction.

While we believe this agreement to be in substantially final form, DOT's attorney has been out of the office since June 30 and we will not be able to confirm if any further changes are necessary until he returns next week. If any changes are made, we anticipate they will be minor, but will confirm at the Council's July 14 meeting.
RESOLUTION 16-99

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 preconstruction Agreement between the City and the Florida Department of Transportation, relating to the reconstruction and transfer of Front Beach Road Segment 2, in substantially the form 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 __________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mayor Mike Thomas

ATTEST:

_______________________________
Diane Fowler, City Clerk
AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF PANAMA CITY BEACH

THIS AGREEMENT is made and entered into this ______ day of ______, 2016, by and between STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the “DEPARTMENT,” and the CITY OF PANAMA CITY BEACH, hereinafter called the “CITY.”

WITNESSETH

1. The CITY desires to reconstruct a portion of Front Beach Road, specifically that portion of SR 30 Front Beach Road Section No. 46010000 from 500 feet west of Richard Jackson Boulevard (Beginning Mile Post 12.370 to Ending Mile Post 13.415) to South Thomas Drive (the “Road”) and will provide all funds necessary for the reconstruction;

2. The DEPARTMENT and the CITY are desirous of having the CITY administer the project for the reconstruction of the portion of SR 30 Front Beach Road described above, all of the aforesaid being hereinafter referred to as the PROJECT;

3. The CITY has completed the design including without limitation the roadway, profiles and stormwater drainage for the above described portion of Front Beach Road within the CITY;

4. The CITY will enter a road jurisdictional transfer agreement to transfer said portion from the State Highway System to the City Street System, and will assume responsibility for the routine maintenance of the portion of SR 30 Front Beach Road described above if a notice to proceed with construction is issued to the CITY’s contractor before the jurisdictional transfer of the road;

5. The manner set forth for completion of the PROJECT is in the interest of both the DEPARTMENT and the CITY and it would be more practical, expeditious, and economical for the CITY to perform such activities;

6. The DEPARTMENT is authorized pursuant to Section 334.044, Florida Statutes, to enter into contracts and agreements and is authorized pursuant to Section 339.12, Florida Statutes, to coordinate with governmental entities with respect to projects in the adopted work program.

7. The CITY is authorized to enter into this AGREEMENT pursuant to the Resolution of its City Council attached hereto.
NOW THEREFORE, in consideration of the mutual benefits to be derived from joint participation in the PROJECT, the parties agree to the following:

8. The recitals set forth in paragraphs 1 through 7 above are true and correct and are deemed incorporated into this AGREEMENT.

9. The CITY shall administer the PROJECT and shall comply with all laws, rules, guidelines, procedures, and specifications that the DEPARTMENT would have to comply with if the DEPARTMENT were administering the PROJECT. The CITY will not be required to obtain permits from the DEPARTMENT other than those that would be required if the DEPARTMENT were administering the PROJECT. In administering the PROJECT, the CITY shall not jeopardize federal funding of any current or future DEPARTMENT projects. Should the CITY fail to comply with the terms of this AGREEMENT, it shall be liable to the DEPARTMENT for any costs incurred by the DEPARTMENT for any losses resulting from such non-compliance. Until the transfer of the Road to the City, it is the DEPARTMENT’s intention that the CITY shall have the rights under Section 337.274, Florida Statutes, which the DEPARTMENT would have if the DEPARTMENT were administering the PROJECT. The CITY shall be responsible for any and all actual damages it causes to lands, water, and premises as a result of the CITY’s activities pursuant to Section 337.274, Florida Statutes, and the CITY shall reimburse the DEPARTMENT for any loss incurred in connection with the CITY’s activities pursuant to Section 337.274, Florida Statutes.

10. Until the transfer of the Road to the CITY, the CITY shall:

a. Present the typical section package and the pavement design to the DEPARTMENT for approval or disapproval before moving forward with any phase of the PROJECT.

b. Design the PROJECT to comply with DEPARTMENT standards and specifications and, if there are variances or exceptions, they shall be identified and communicated in writing to the DEPARTMENT each time plans are sent for review. The plans shall be sent to the DEPARTMENT for review at the time of each review cycle and at any other time that significant plans changes are made. The DEPARTMENT shall have 30 working days to review the plans and make comments. Any comment made by the DEPARTMENT within the 30-day period shall be resolved and appropriate revisions shall be incorporated into the plans. However, if no comments are sent to the City within the 30-day period, the CITY may proceed without further notification to the DEPARTMENT. All design variances and exceptions shall be handled according to the requirements set forth in the DEPARTMENT’s Plans Preparation Manual, specifically the requirements that variances be approved by the District Design Engineer and that all exceptions, and variances for design speed on the Florida Intrastate Highway System, be approved by the State Highway Engineer. The variances or exceptions previously approved in the PD&E would not require the approval of the District Design Engineer, and such original approvals shall be included in the design documentation submitted as required above. Any variances or exceptions not
included in the PD&E shall be submitted for approval as described above. As part of any review required by this paragraph, DEPARTMENT may identify features, variances, exceptions or enhancements (individually or collectively, "Enhancements") that DEPARTMENT would not normally include in a reconstruction project of a state road of similar width in a similar location.

c. Submit to the DEPARTMENT for review and approval all issues related to access management. At all times during the administration of the PROJECT by the CITY, the DEPARTMENT, through its procedure, Median Opening and Access Management Decision Process (Topic #625-010-021), shall have final authority to approve or disapprove issues related to access management. The CITY shall have the right to provide non-binding recommendations to the DEPARTMENT and its Access Management Committee, but decisions by the committee shall be final concerning issues between the CITY and the DEPARTMENT.

11. Contemporaneously with the execution of this AGREEMENT, the CITY shall authorize, execute and deliver the Roadway Transfer Agreement in the form of Exhibit A, attached hereto for the jurisdictional transfer of the Road from the DEPARTMENT to the CITY.

12. If the CITY issues a notice to proceed for construction of the PROJECT before the Secretary of Transportation approves the Road Transfer Agreement, the CITY shall, beginning on the date of such notice and thereafter until the date of the Secretary’s approval, be responsible for maintaining SR 30 Front Beach Road Section No. 46010000 from 500 feet east of Richard Jackson Boulevard (Beginning Mile Post 12.537 to Ending Mile Post 13.415) to South Thomas Drive and such routine maintenance shall include all those activities set forth in the DEPARTMENT publication entitled “Routine Maintenance Activities July 1996,” and as the same may be amended by the DEPARTMENT from time to time, and such maintenance shall be performed in a manner that meets or exceeds DEPARTMENT maintenance standards. CITY shall send a letter to the District Maintenance Engineer for District 3, with a copy to the DEPARTMENT’s notice address provided under paragraph 26, setting forth the date when CITY’s maintenance responsibility begins. The obligations of this paragraph terminate upon the approval of the transfer of the Road.

13. Except as otherwise set forth herein, this AGREEMENT shall continue in effect and be binding on both the CITY and the DEPARTMENT in perpetuity, or until said AGREEMENT is terminated by mutual written agreement between the parties; provided, however, that after the date the Secretary of Transportation approves the Road Transfer Agreement referred to above, the CITY shall not be required to comply with paragraph 9 of this AGREEMENT.

14. Until the transfer of the Road to the CITY, in the event that any portion of the urban streetscaping is at any time determined by the DEPARTMENT to not be in conformance with all applicable laws, rules, procedures and guidelines of the DEPARTMENT, or is
determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the CITY.

15. Until the transfer of the Road to the CITY, maintenance of the PROJECT shall be subject to periodic inspections by the DEPARTMENT.

16. Until the transfer of the Road to the CITY and prior to the start of any major construction or reconstruction activity related to the PROJECT, the CITY shall submit plans of the proposed work to all utilities with facilities within the limits of work for their review and comment. The CITY shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Prior to commencing any field activity on this project, the CITY shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

17. Until the transfer of the Road to the CITY, if the CITY desires to perform maintenance activities, position vehicles, equipment, or personnel, within the DEPARTMENT’s right of way, Maintenance of Traffic shall be performed in accordance with all Departmental Maintenance of Traffic Requirements contained in the Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System (Topic 625-010-003) and the Manual of Uniform Traffic Control Devices ("MUTCD"). The CITY shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices and measures at the site of the construction or maintenance activity in accordance with the referenced standards.

18. This AGREEMENT is governed by and construed in accordance with the laws of the State of Florida.

19. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the CITY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.

20. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real
property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes CATEGORY TWO for a period of thirty (36) months from the date of being placed on the convicted vendor list.

22. Notices pursuant to this AGREEMENT shall be in writing and sent by U.S. Mail to the following addresses:

FOR THE CITY
Mario Gisbert
City Manager
110 S. Arnold Road
Panama City Beach, Florida 32413
Telephone: (850) 233-5100
Fax: (850) 233-5108

FOR THE DEPARTMENT
Jared Perdue, P.E.
Director of Transportation Development
Department of Transportation
P.O. Box 607
1074 Highway 90 East
Chipley, Florida 32428
Phone: 850-330-1214
Fax: (850) 330-1761

The parties may change the addresses for notices hereunder by notice provided in accordance with this paragraph.

23. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year.

24. To the extent allowed by the laws of Florida and pursuant to Section 768.28 Florida Statues, the CITY hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of,
because of, or due to any negligent act or occurrence or omission or commission of the CITY, its
agents, or employees. It is specifically agreed between the parties executing this AGREEMENT
that it is not intended by any of the provisions of any part of the AGREEMENT to authorize
anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property
damage pursuant to the terms or provisions of this AGREEMENT.

25. This AGREEMENT may be executed in two or more counterparts, each of which
shall be an original, but all of which shall constitute but one agreement.

26. Each party represents to the other that the individual signing below on its behalf is
fully authorized to execute this AGREEMENT, and no further action by any board, council,
employee or officer is required for the due execution and effectiveness of this AGREEMENT.

27. The CITY:
   i. shall utilize the U.S. Department of Homeland Security’s E-Verify system
to verify the employment eligibility of all new employees hired by CITY during the term
of the contract; and
   
   ii. shall expressly require any contractor and subcontractors performing work
or providing services pursuant to the state contract to likewise utilize the U.S.
Department of Homeland Security’s E-Verify system to verify the employment eligibility
of all new employees hired by the subcontractor during the contract term.

28. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to
incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

29. The CITY shall, or cause its contractor or consultant to carry and keep in force,
during the term of this Agreement, a general liability insurance policy or policies with a
company or companies authorized to do business in Florida, affording public liability insurance
with combined bodily injury limits of at least $200,000 per person and $300,000 each
occurrence, and property damage insurance of at least $200,000 each occurrence, for the services
to be rendered in accordance with this Agreement. The CITY shall also, or cause its contractor
or consultant to carry and keep in force Workers’ Compensation Insurance as required by the
State of Florida under the Workers’ Compensation Law. With respect to any general liability
insurance policy required pursuant to this Agreement, all such policies shall be issued by
companies licensed to do business in the State of Florida. The CITY shall provide to the
DEPARTMENT certificates showing the required coverage to be in effect with endorsements
showing the DEPARTMENT to be an additional insured prior to commencing any work under
this Agreement. Policies that include Self Insured Retention will not be accepted. The
certificates and policies shall provide that in the event of any material change in or cancellation
of the policies reflecting the required coverage, thirty days advance notice shall be given to the
DEPARTMENT or as provided in accordance with Florida law.

6

AGENDA ITEM #
IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be executed in its behalf, by its ____________, being authorized to enter into and execute same by the CITY; and the DEPARTMENT has executed this AGREEMENT through its District Secretary for District Three, State of Florida Department of Transportation, on the dates indicated below.

CITY OF PANAMA CITY BEACH

BY: ____________________________
   Authorized Signature

Date: ____________________________

ATTEST: _________________________
   Title: _________________________

LEGAL REVIEW: ____________________________
   CITY Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: ____________________________
   District Secretary

Date: ____________________________

ATTEST: _________________________
   Title: _________________________

LEGAL REVIEW: ____________________________
   Office of General Counsel
THIS AGREEMENT, is by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT", and the CITY OF PANAMA CITY BEACH, FLORIDA, hereinafter called the CITY.

WITNESSETH

1. The DEPARTMENT has requested the transfer of SR 30 Front Beach Road Section No. 46010000 from 500 feet west of Richard Jackson Boulevard (Beginning Mile Post 12.370 to Ending Mile Post 13.415) to South Thomas Drive and as depicted on the map attached hereto as Exhibit A (the "Road"), from the State Highway System to the City Street System, and this transfer is mutually agreed upon between the CITY and the DEPARTMENT.

THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and the DEPARTMENT agree as set forth below:

2. The recitals set forth in paragraph 1 above are true and correct, and are by reference made a part of this Agreement.

3. This Agreement sets forth the terms and conditions under which the CITY and the DEPARTMENT will abide.

4. By resolution, which is attached hereto, the CITY has authorized its representative whose name is signed below to enter into this Agreement.

5. This Agreement and transfer of the Road is subject to final approval by the Secretary of the Department. This Agreement is effective upon approval of this Agreement by the Secretary of the DEPARTMENT and 120 days after the District Three Secretary signs this Agreement, with the effective date of this Agreement being the later of the two events. Jurisdictional and maintenance responsibilities commence on the effective date of this Agreement.

6. With respect to the Road:

(a) The CITY accepts all responsibility for the right of way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer.
(b) The CITY shall be responsible for maintenance of the right of way and of public sidewalks, bike paths, and other ways in the right of way.

(c) The DEPARTMENT gives up all rights to the Road, including the right of way, except as may be specified in this Agreement.

(d) If there will be any road number changes, the DEPARTMENT will offer an opportunity for a public hearing.

(e) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, railroad crossing agreement, pedestrian crossing permit, or other such agreement, relating to the Road and attached as Exhibit B, shall be transferred at the same time and in the same manner as jurisdictional responsibility and regulatory authority over all pedestrian crossing permits is assigned to the CITY. If the agreements were made between the DEPARTMENT and the CITY, and the DEPARTMENT will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the DEPARTMENT and the CITY. These agreements shall be negotiated and signed prior to District Secretary approval of the final Transfer Agreement. The DEPARTMENT acknowledges that copies of any existing permits, agreements and easements have been turned over to the receiving entity for their records prior to execution of this agreement.

(f) Disposition of telemetered traffic monitoring sites will be determined on an individual basis. The Traffic Data Section of the Transportation Statistics Office in cooperation with the District Office will determine if polling the sites is still desirable even if the traffic data are no longer needed for State Highway System reporting.

(g) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the CITY agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator (CRMC) recommendations. If no evidence is found, the CITY agrees not to adversely affect any such resources if found after the transfer.

(h) If Federal-Aid funding has been used on the Road, the CITY agrees to enter into a project agreement with the Department in accordance with Topic Number 850-065-001, Inspection of Federal-aid Projects under Local Jurisdiction (State Maintenance Office).

(i) CITY shall record existing deeds or right-of-way maps in the public land records of Bay County in which the rights-of-way are located.

7. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
8. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

9. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Florida.

10. The parties may be reached at the following addresses and phone numbers:

Florida Department of Transportation
Regina Battles, P.E.
Interim Director of Transportation Development
Post Office Box 607
1074 Highway 90
Chipley, Florida 32428
Telephone: (850) 330-1203
Fax: (850) 330-1761

City of Panama City Beach
Mario Gisbert
City Manager
110 South Arnold Road
Panama City Beach, Florida 32413
Telephone: (850) 233-5100
Fax: (850) 233-5108

11. Each party is an independent contractor and is not an agent of the other party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

12. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, on the dates set forth below:

CITY OF PANAMA CITY BEACH

BY: ________________________________
Date: ________________________________
ATTEST: ____________________________

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: ________________________________
Date: ________________________________
ATTEST: ____________________________

James T. Barfield, P.E.
District 3 Secretary

AGENDA ITEM #_
The Secretary of the Florida Department of Transportation approves the transfer and all provisions listed in this executed Transfer Agreement and the supporting Resolution between the Department and the City.

Signed: ______________
Jim Boxold
Secretary of the Florida Department of Transportation
EXHIBIT B—Segment 2

3. Majestic Towers Pedestrian Crossing Permit 04-K-391-0009
4. Majestic Towers II Pedestrian Crossing Permit 05-K-391-0018
5. Ocean Villa Pedestrian Crossing Permit 06-K-391-0011

[THE AGREEMENTS WILL BE ATTACHED. ALL HAVE BEEN LOCATED AND ARE AVAILABLE]
REGULAR AGENDA

ITEM NO. 4
# BOARDS OF THE CITY
## 2015-2016
### 5/13/16

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<th>MEMBER</th>
<th>TERM EXPIRES</th>
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<tr>
<td><strong>CIVIL SERVICE</strong></td>
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<tr>
<td>Regular Meeting</td>
<td>Bill Montfort (Board)</td>
<td>2016</td>
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<tr>
<td>1st Wednesday</td>
<td>Michael Jarman (Council)</td>
<td>2017</td>
</tr>
<tr>
<td>12:00 P.M.</td>
<td>Debbie McCormick (Employees)</td>
<td>2017</td>
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<td>2 yr term</td>
<td>Sherry Swartout (Council)</td>
<td>2016</td>
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<tr>
<td>4 pick 5th</td>
<td>Lawrence Hand (Employees)</td>
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| **PLANNING**           |                             |              |
| Regular Meeting        | Ed Benjamin Chair (15)      | 2018         |
| 2nd Monday             | Ronald Dowgul               | 2018         |
| 2:00 P.M.              | Tony Viejo                  | 2016         |
| 4 yr term              | Craig Duran                 | 2018         |
| Chmn annually by CC    | Paul Turner,                | 2016         |
| VC chosen by Bd        | John Malko                  | 2016         |
|                        | Felicia Cook Vice-Chair (15)| 2018         |

(School Bd Member-Non-Voting) Wayne Elmore (no compensation) -

| **EXAMINING**          |                             |              |
| Regular Meeting        | Joe Free (Htg & Air)        | 2018         |
| 3rd Monday             | Robert Stumpf (Plumbing)    | 2018         |
| 3:00 P.M.              | Frank Woodford (Gas)        | 2018         |
| 3 yr term              | James Ryerson (Electrical)  | 2018         |
| term expires 7/22.     | Darrell Rizzuto (Building)  | 2016         |
|                        | Larry J Couch, Sr (Civilian)| 2016         |
|                        | Robert Klemen (Building)    | 2016         |

Code Enforcement Hearing Officers
- Mary Lee Hahn-
- Brian Hess (3/2012)
  renewed automatically yearly unless City Mgr rejects

| **TDC**                |                             |              |
| Regular meeting        | 2nd Tue 9AM—term ends 12/31 |              |
| Mayor Thomas           |                             | 2017         |
| Phil Chester           |                             | 2017         |
| Gary Walsingham        | Non-Collector Seat          | 2017         |
| David Chapman          | Collector Seat              | 2019         |

| **AIRPORT AUTHORITY**  |                             |              |
| Regular meeting        | 4th Wed 10AM                |              |
| 4 yr terms-2 term limit-ends 6/30 |              |              |
| Del Lee(1st term)      |                             | 2017         |
| Ken Nelson (1st term)  |                             | 2020         |

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<td>John Reichard</td>
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<td>John Reichard, Hector Solis</td>
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<th><strong>WFRPC</strong></th>
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<td>Hector Solis</td>
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REGULAR AGENDA

ITEM NO. 5
**CITY OF PANAMA CITY BEACH**
**AGENDA ITEM SUMMARY**

<table>
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<tr>
<th>1. DEPARTMENT MAKING REQUEST/NAME:</th>
<th>2. MEETING DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Department- Mel Leonard, Planning &amp; Building Director</td>
<td>July 14, 2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. REQUESTED MOTION/ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consider the reappointment of Darrell Rizzuto, Larry Couch Sr, and Robert Klemen to the Examining Board.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>4. AGENDA</th>
<th>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</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>Yes □ No □ N/A ✓</td>
</tr>
<tr>
<td>Regular</td>
<td></td>
</tr>
</tbody>
</table>

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

The terms for three of the Examining Board members will end 7/22/16, and the current men said they would serve again if appointed. The application was posted on the website and emailed out to all interested parties on 6/24/16 and no one new applied for the seats.

Board members to be considered:
Darrell Rizzuto  General Contractor
Robert Klemen  General Contractor
Larry Couch, Sr  City resident

REMAINING BOARD MEMBERS, all expire 7/22/18
Joe Free (Htg & Air)
Robert Stumpf (Plumbing)
Frank Woodford (Gas)
James Ryerson (Electrical)
NAME: DARRELL R. RIZZO

HOME ADDRESS: 149 TREASURE PALM DR. 32408

MAILING ADDRESS: SAME

Home Phone: 850-233-3845 Business Phone: 850-258-6101 Cell: SAME

How is it best to contact you during the day? 258-6101

E-mail Address: rizzio10@texaslnet.net Fax Number: N/A

Are you a registered voter in Bay County? Yes No

Do you currently hold an elected or appointed public office? Yes No

If yes, which one(s)?

Do you have any relatives employed or contracted by the City of Panama City Beach or Bay County? Yes No

If yes, please explain:

The Examining Board meets as needed the 3rd Monday of the month at 3:00 P.M. This is a three year term.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Examining Board in a voluntary capacity.

Signature of Applicant 7-8-16

Please return the completed form to Jo Smith, at the City Manager’s office in person, via email to jsmith@pcb.gov or via fax at (850) 233-5108. Closing Date for applications is July 6, 2016, at Noon. Council will make their choices 7/14/16 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcb.gov.

Note: this is for two seats that are General Contractors, and one seat for a City resident.

When returning application, please attach a resume of qualifications and copy of Contractor’s license for the two Contractor seats.
Licensee Details

Licensee Information
Name: RIZZUTO, DARRELL R (Primary Name)
DARRELL RIZZUTO CONSTRUCTION LLC (DBA Name)
Main Address: 149 TREASURE PALM DR
PANAMA CITY BEACH Florida 32408
County: BAY
License Mailing:

License Location:

License Information
License Type: Registered Building Contractor
Rank: Reg Building
License Number: RB0054984
Status: Current, Active
Licensure Date: 10/21/1987
Expires: 08/31/2017

Special Qualifications
Construction Business Qualification Effective 08/24/2007

Alternate Names

RIZZUTO, DARRELL R (Primary Name)
DARRELL RIZZUTO CONSTRUCTION LLC (DBA Name)

149 TREASURE PALM DR
PANAMA CITY BEACH Florida 32408

View Related License Information
View License Complaint
NAME: Robert J. Klemenc

HOME ADDRESS: 306 Walton Rose LN PCB 32413

MAILING ADDRESS: Same

Home Phone: Business Phone: Cell: 832-3949

How is it best to contact you during the day? Cell

E-mail Address: BobKlemenc@gmail.com Fax Number:

Are you a registered voter in Bay County? Yes No

Do you currently hold an elected or appointed public office? Yes No

If yes, which one(s)?

Do you have any relatives employed or contracted by the City of Panama City Beach or Bay County? Yes No

The Examining Board meets as needed the 3rd Monday of the month at 3:00 P.M. This is a three year term.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Examining Board in a voluntary capacity.

Signature of Applicant Date 7-8-16

Please return the completed form to Jo Smith, at the City Manager’s office in person, via email to jsmith@pcbgov.com or via fax at (850) 233-5108. Closing Date for applications is July 6, 2016, at Noon. Council will make their choices 7/14/16 at their 6 P.M. meeting.

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Note: this is for two seats that are General Contractors, and one seat for a City resident.

When returning application, please attach a resume of qualifications and copy of Contractor’s license for the two Contractor seats.
Licensee Details

Licensee Information
Name: KLEMEN, ROBERT J (Primary Name)
DBA Name: ROBERT KLEMEN CONSTRUCTION INC
Main Address: 306 WALTON ROSE LN
County: WALTON
License Mailing: 
License Location: 

License Information
License Type: Certified General Contractor
Rank: Cert General
License Number: CGC033048
Status: Current, Active
Licensure Date: 03/07/1985
Expires: 08/31/2016
Qualification Effective: 02/20/2004

Alternate Names
KLEMEN, ROBERT J (Primary Name)
ROBERT KLEMEN CONSTRUCTION INC (DBA Name)

View Related License Information
View License Complaint
COMMITTEE VOLUNTEER
EXAMINING BOARD APPLICATION
PLEASE PRINT

NAME: Larry J. Couch Sr.

HOME ADDRESS: 406 Burnham Ave.

MAILING ADDRESS: Panama City Beach, Fl. 32413

Home Phone: 850-234-5463 Business Phone: Cell: 850-596-2461

How is it best to contact you during the day?

E-mail Address: LTC351@RIMail.com Fax Number:

Are you a registered voter in Bay County? Yes ❑ No
Do you currently hold an elected or appointed public office? Yes ❑ No
If yes, which one(s)? Beach Mosquito Control District Seat 1

Do you have any relatives employed or contracted by the City of Panama City Beach or Bay County? If yes, please explain: Larry J. Couch Jr. Deputy Fire Chief

The Examining Board meets as needed the 3rd Monday of the month at 3:00 P.M. This is a three year term.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Examining Board in a voluntary capacity.

Signature of Applicant

Date

7-6-16

Please return the completed form to Jo Smith, at the City Manager’s office in person, via email to jsmith@pcbgov.com or via fax at (850) 233-5108. Closing Date for applications is July 6, 2016, at Noon. Council will make their choices 7/14/16 at their 6 P.M. meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcbgov.com.

Note: this is for two seats that are General Contractors, and one seat for a City resident.

When returning application, please attach a resume of qualifications and copy of Contractor’s license for the two Contractor seats.

No resume available.

AGENDA ITEM #5