

PANAMA CITY BEACH CITY COUNCIL

AGENDA

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

MEETING DATE: JANUARY 24, 2019

MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – COUNCILMAN CASTO
- III. PLEDGE OF ALLEGIANCE - COUNCILMAN CASTO
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JANUARY 10, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN CASTO
 - 1 KEEP PCB BEAUTIFUL CERTIFICATION PRESENTATION-JOANN WEATHERFORD
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 19-41, MARDI-GRAS PARADE ROAD CLOSURES.** “A Resolution authorizing temporary closure of portions of certain roads internal to Pier Park to permit the Panama City Beach Mardi Gras and Music Festival on March 2 and 3, 2019; authorizing careful traffic control and extraordinary usage of portions of Front Beach Road on Saturday, February 2, 2019, to permit the Panama City Beach Mardi Gras at the Beach Parade; and providing an immediately effective date.”
 - 2 **RESOLUTION 19-46, BID AWARD - PARKS 2019 FORD EXPLORER PURCHASE.** “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Auto Nation Ford Mobile in the amount of \$28,679 for the purchase of a 2019 Ford Explorer; and providing an immediately effective date.”
 - 3 **RESOLUTION 19-47, BID AWARD - WWTF EFFLUENT TRANSFER PUMPS PURCHASES.** “A Resolution of the City of Panama City Beach, Florida, approving an agreement with GPM, Inc. D/B/A Gilbert Pump & Mechanical in the amount of \$213,000 for the purchase of two replacement effluent transfer pumps; and providing an immediately effective date.”
 - 4 **RESOLUTION 19-48, BID AWARD - WWTF BLOWER REPLACEMENTS.** “A Resolution of the City of Panama City Beach, Florida approving an agreement with Universal Blower PAC, Inc. in the amount of \$61,700 for the purchase of 3 replacement blowers; and providing an immediately effective date.”
 - 5 **RESOLUTION 19-49, BID AWARD - UTILITY SERVICES VEHICLES PURCHASE.** “A Resolution of the City of Panama City Beach, Florida approving the purchase of two utility work trucks and one utility cargo van as more particularly set forth in the body of the Resolution, from Bozard Ford Company in the amount of \$81,588; and providing an immediately effective date.”

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1995)

DRAFT

MINUTES

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on January 10, 2019.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
HECTOR SOLIS

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
JO SMITH
CITY ATTORNEY:
AMY MYERS

Mayor Thomas called the Regular Meeting to order at 6 P.M. with all Councilmen, the City Manager, City Clerk and City Attorney present.

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

Mayor Thomas announced the upcoming Community Events.

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

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

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

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

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

PRESENTATIONS

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

PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEMS)

Mayor Thomas opened the Public Comments section of the meeting at 6:10 P.M. and invited comments. There were none. He closed the Public Comments.

CONSENT AGENDA

Ms. Smith read the Consent Agenda Item by title.

1 **"FLORIDA ARBOR DAY" PROCLAMATION.** "A Proclamation designating January 18, 2019 as "Florida Arbor Day" in Panama City Beach and reporting volunteers will plant 1,000 longleaf pines February 2, 2019 at the Conservation Park during the annual Longleaf Tree Planting Celebration."

Councilman McConnell made the motion to approve the Consent Agenda. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

REGULAR AGENDA

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

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

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

Mayor Thomas explained the ballot proposal does not do away with the Civil Service Board, but allows to remain as a grievance board. Mayor Thomas commented that the Civil Service Board does a great job but there had been problems in the past which hindered hiring quality candidates. With nothing further, the Public Hearing was closed at 6:17 p.m.

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

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

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

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

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

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

2 Burnie Thompson, 19272 Front Beach Road. Mr. Thompson spoke in opposition and agreed with Mr. Ingram. Mr. Thompson stated that government should not regulate the free market.

3 Gary Beck, 17001 Front Beach Road. Mr. Beck spoke of his Federal case and commented on the various properties that was stolen from him. With nothing further, the Public Hearing was closed at 6:33 p.m. **Councilman Solis made the motion to approve Ordinance 1484. Second was by Councilman McConnell and the motion passed by majority roll call vote recorded as follows:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM 12 RESOLUTION 19-43, NEW CITY CLERK HIRING AND COMPENSATION. Ms. Myers explained Resolution 19-43 and that action by the Council was required to hire and set the compensation for a new City Clerk. **Councilman McConnell made the motion to approve Mary Jan Bossert as City Clerk. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

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

Mr. Gisbert explained that, in the past, the starting salary would be 5% more than candidate's current pay or the lowest scale of the new position, whichever is greater. **Councilman Solis made a motion to approve the salary range. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

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

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

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 7:05 P.M.

1 Burnie Thompson, 19272 Front Beach Road. Mr. Thompson commented that the Council's actions also were price-gouging. He saluted all police officers in honor of Officer Appreciation Day that was this week. He commented Mayor Thomas did not go through the metal detector.

2 Gary Beck, 17001 Front Beach Road. Mr. Beck commented on his ongoing dispute with the local governments of the area and the judicial system.

3 Cherie Crim, 17680 Front Beach Road. Ms. Crim thanked the Council for addressing the gas price issue. She commented it is not fair to residents to have one ballot in 2019,. She would like to know the number of businesses that are not open due to the storm.. She asked for empathy and respect.

4 Genese Hatcher, 203 S Wells Street. Ms. Hatcher asked how the council knows what items are before they vote on it.

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

ATTORNEY REPORT

Ms. Myers stated she had no report.

CITY MANAGER REPORT

Mr. Gisbert read the open bids and available jobs.

COUNCIL COMMENTS

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

Councilman Solis commented there are still a lot of businesses closed. During the winter, businesses are closed for the season. Solis stated that he believed Firefly would be open at the end of the month. Boars Head was being repaired. He explained that many difficult things were hindering businesses from opening due to waiting on insurance for repairs. He discussed issues with parking, including semi-trucks blocking

driveways and parking on the roads. He suggested the City offers a parking pass for semi-trucks if we have the space like it does for cars. Mr. Gisbert commented we will need to do research on that.

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

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

READ AND APPROVED this 24th of January, 2019.

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

ATTEST:

Mayor

City Clerk

DRAFT

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

January 24, 2019

3. REQUESTED MOTION/ACTION:

Consider Resolution to close portions of roads in Pier Park on March 2 and 3, 2019 for the Event, and for extraordinary usage of Front Beach Road and other City roads within and around Pier Park for the parade on March 2, 2019.

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)

The Panama City Beach Mardi Gras and Music Festival event will be held on March 2 and 3, 2019.

The event necessitates careful traffic control and extraordinary usage of roads within Pier Park for the Event and parade, and on Powell Adams Road and on Front Beach Road from Powell Adams to Pier Park Drive for the parade.

Staff recommends approval.

CONSENT

AGENDA ITEM # 1

RESOLUTION NO. 19-41

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

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

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

1. Portions of L.C. Hilton Jr. Drive, Starfish Street, Stingray Drive, Sea Monkey Way, and Pier Park Drive from L.C. Hilton Jr. Drive to Longboard Way shall be closed to vehicular traffic for the 2019 Panama City Beach Mardi Gras and Music Festival, during the hours of 12:00 A.M. on March 1, 2019 until 12:00 A.M. on March 3, 2019.
2. During the hours of 4:30 P.M. and 6:00 P.M. on Saturday, March 2, 2019 all vehicular traffic on Front Beach Road from Powell Adams to West Pier Park Drive shall be rerouted in accordance with the map which accompanies this Resolution to accommodate the Mardi Gras at the Beach Parade.
3. This Resolution shall take effect immediately upon its passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

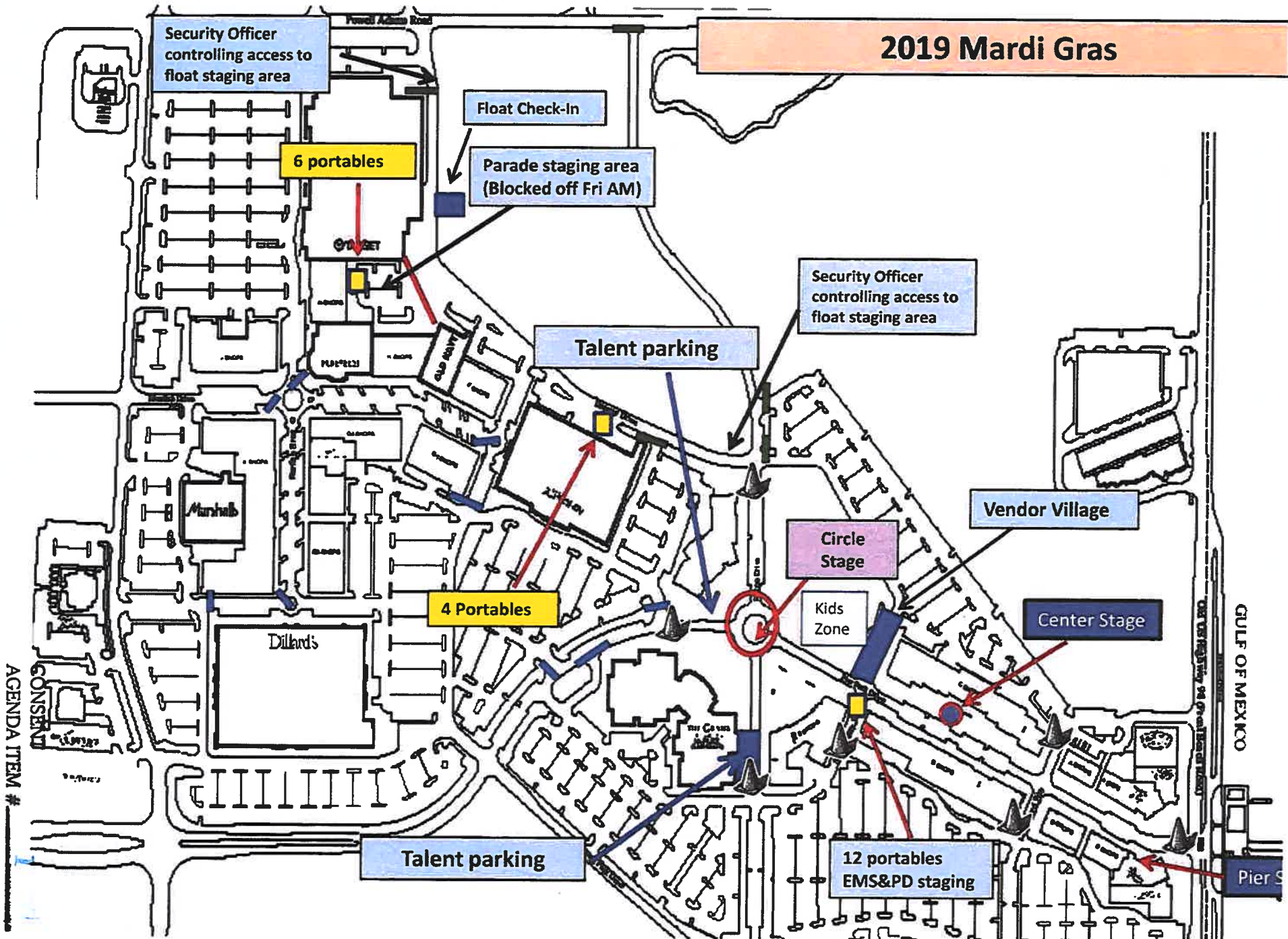
ATTEST:

Jo Smith, City Clerk

Resolution 19-41

CONSENT
AGENDA ITEM # 1

2019 Mardi Gras



AGENDA ITEM #



Friday 4am Road Closures

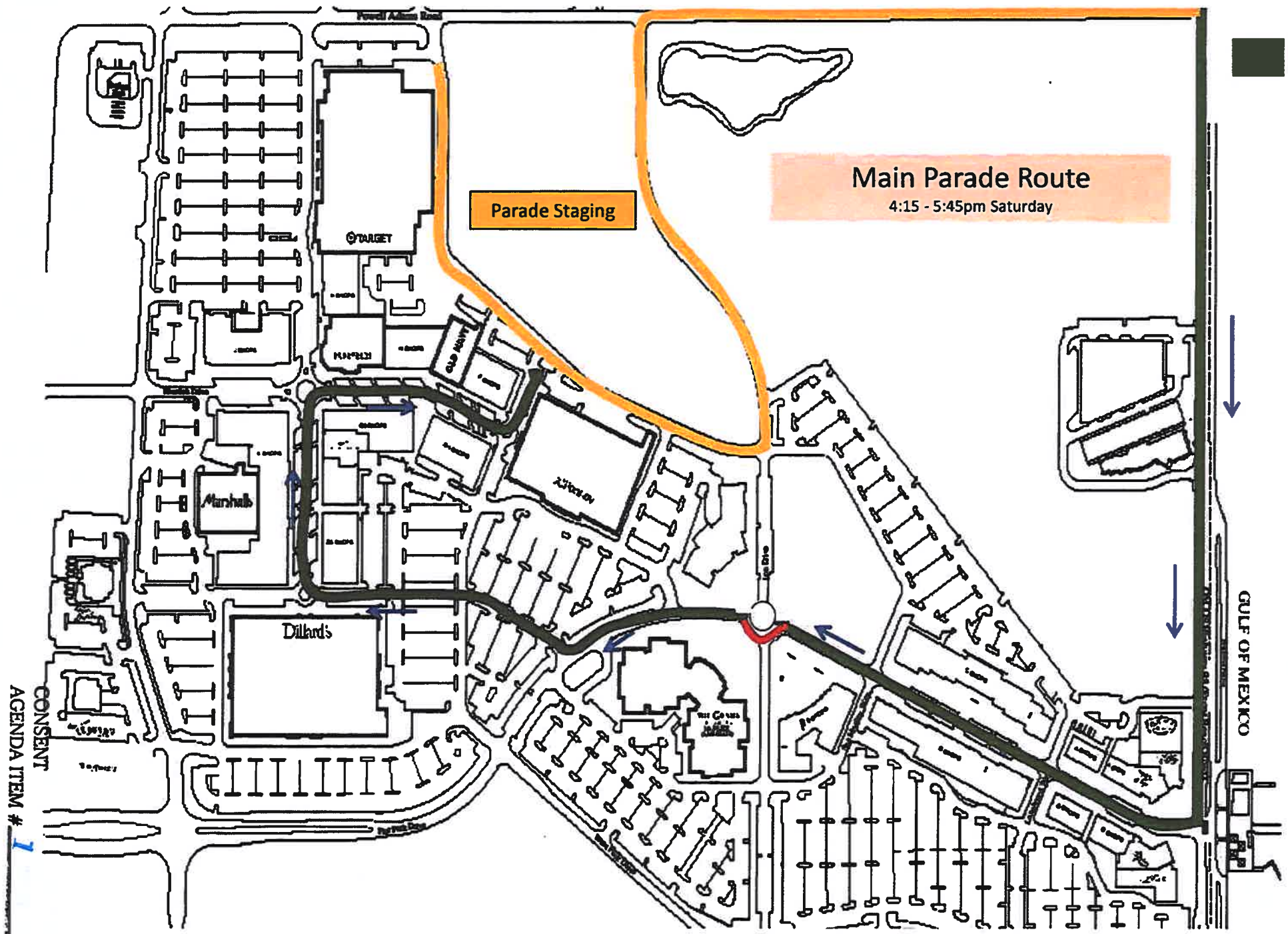
Saturday 6am Road Closures

Temp. Children's parade closure

Temp closures just before the Main

AGENDA ITEM #

7



Parade Staging

Main Parade Route
4:15 - 5:45pm Saturday

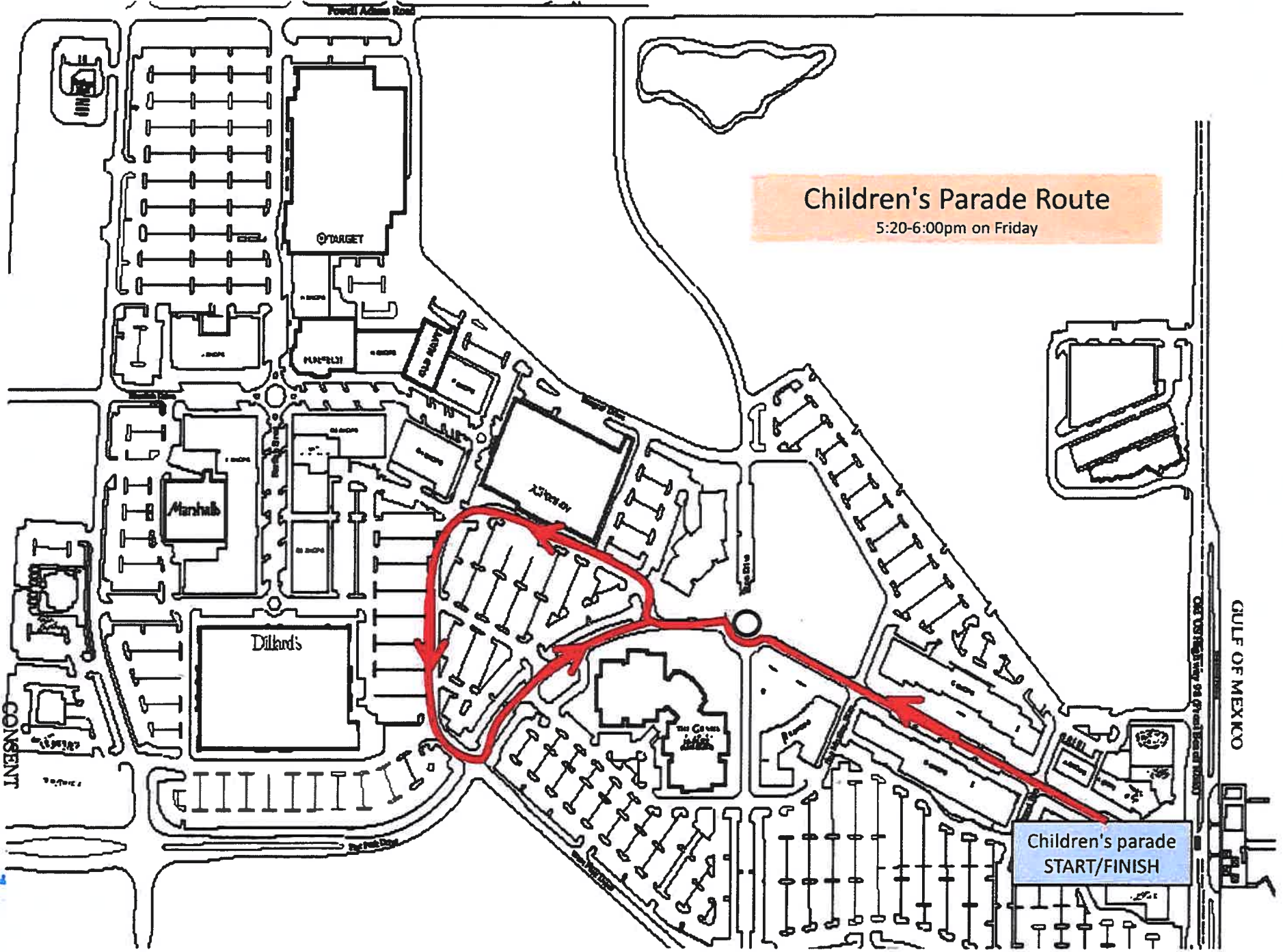
GULF OF MEXICO

CONSENT
AGENDA ITEM #

7

AGENDA ITEM # 1

CONSENT



Children's Parade Route
5:20-6:00pm on Friday

Children's parade
START/FINISH

GULF OF MEXICO

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: 1/15/2019

Permit No. _____

Governmental Entity

Approving Local Government	<u>City of Panama City Beach</u>	Contact Person	<u>Mario Gisbert</u>
Address	<u>104 S. Arnold Road Panama City Beach, Florida 32413</u>		
Telephone	<u>850-233-5100</u>	Email	<u>mgisbert@pcb.gov</u>

Organization Requesting Special Event

Name of Organization	<u>Panama City Beach Convention and Visitors Bureau</u>	Contact Person	<u>Patrick Stewart</u>
Address	<u>17001 Panama City Beach Parkway, Panama City Beach, Florida 32413</u>		
Telephone	<u>850-233-5070</u>	Email	<u>pstewart@visitpanamacitybeach.com</u>

Description of Special Event

Event Title	<u>Panama City Beach Mardi Gras</u>	Date of Event	<u>March 2, 2019</u>
Start Time	<u>4:30PM</u>	End Time	<u>6:00PM</u>
Event Route (attach map)	<u>See attached</u>		
Detour Route (attach map)	<u>See attached</u>		

Law Enforcement Agency Responsible for Traffic Control

Name of Agency	<u>Panama City Beach Police Department</u>
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US Coast Guard Approval for Controlling Movable Bridge

Not Applicable	<input checked="" type="checkbox"/>
Copy of USCG Approval Letter Attached	<input type="checkbox"/>
Bridge Location	_____

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

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

Signatures of Authorization

Event Coordinator	<u>Patrick Stewart</u>	Signature	_____	Date	_____
Law Enforcement					
Name/Title	<u>Wayne Maddox/Captain PCBPD</u>	Signature	_____	Date	_____
Government Official					
Name/Title	<u>Mario Gisbert/City Manager</u>	Signature	_____	Date	_____

FDOT Special Conditions

FDOT Authorization

Name/Title	_____	Signature	_____	Date	_____
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CONSENT
AGENDA ITEM # 1

January 15, 2019

To: Mayor and Council Members

Cc: Jo Smith

From: Visit Panama City Beach

Sports/Events Department

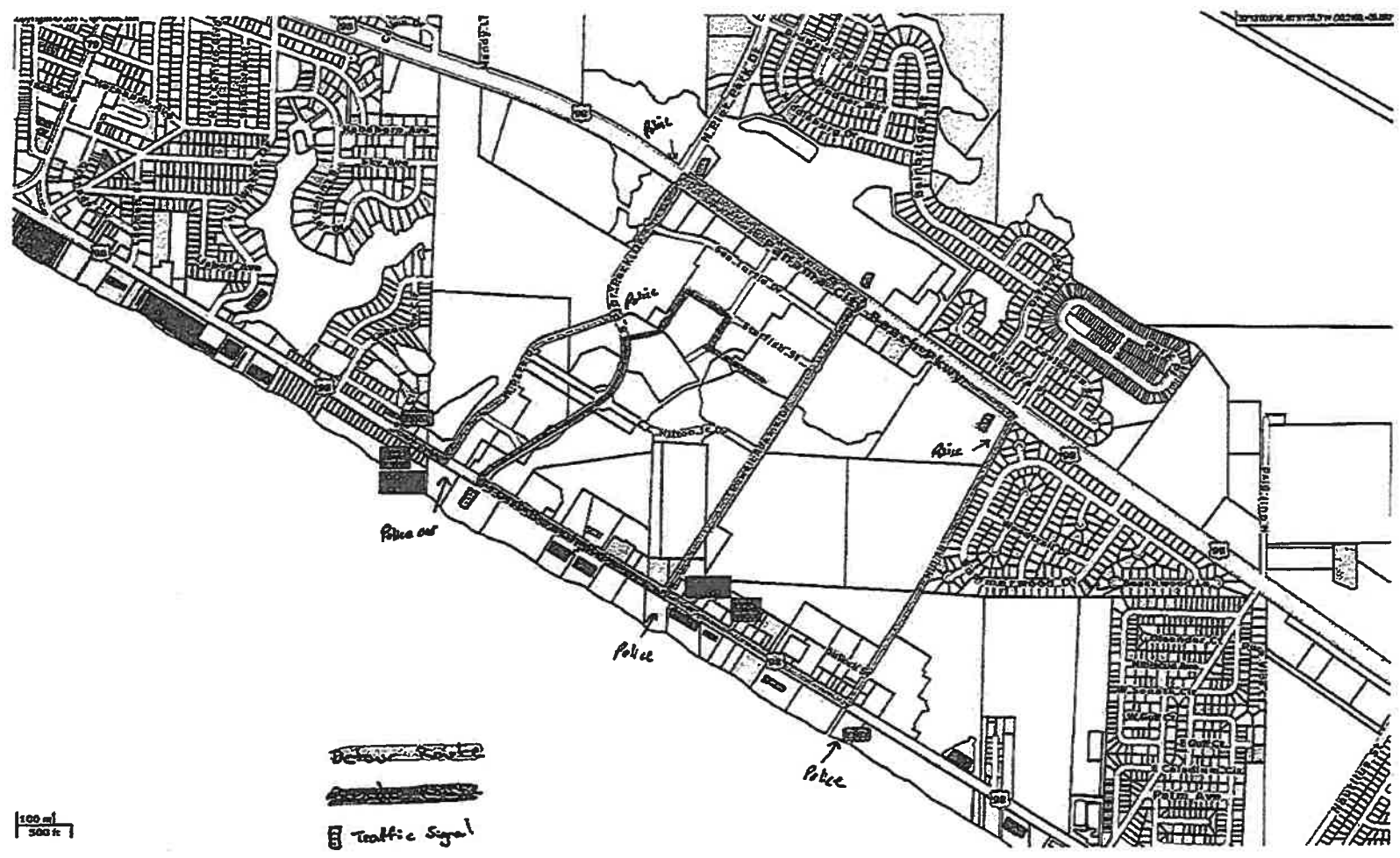
Re: Temporary Street Closures

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

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

CONSENT
AGENDA ITEM # 1

CONSENT
AGENDA ITEM # 1



PARADE DETOUR

Detour for West Bound 98/FBR

Turn North on Powell Adams

West onto Panama City Beach Parkway

South onto West Pier Park Drive

Puts you back on West 98

Detour for East Bound 98/FBR

Turn North onto West Pier Park Drive

East onto Panama City Beach Parkway

South onto Powell Adams (Midway only for Pier Park Access) or South onto Hill Road

Puts you back onto East 98

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

January 24, 2019

3. REQUESTED MOTION/ACTION:

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

4. AGENDA

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)

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

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

CONSENT

AGENDA ITEM # 2

RESOLUTION 19-46

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

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

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

CONSENT

AGENDA ITEM #

21

Resolution 19-46

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 1-9-19, 2019.

2019 Ford Explorer

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

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

BID AMOUNT: 28679.00

2019 Ford Explorer Base Model

BY: Auto Nation Ford TITLE: Fleet Manager
ADDRESS: 901 E IGS Service Rd S. CITY: Mobile STATE: AL ZIP: 36606
EMAIL ADDRESS: lambert@AutoNation.com
PHONE: 251-709-2974

SIGNATURE - (Confirming all information above is correct)


Ernest Lamb

CONSENT
AGENDA ITEM # 121

**CITY OF PANAMA CITY BEACH
 BID TABULATION**

Bidder	Address	Information	Price
Bozard Ford	540 Outlet Blvd. St. Augustine, FL 32084	2019 Ford Explorer	\$29,996.00
Auto Nation Ford Mobile	901 E I6S Service Rd. S Mobile, AL 36606	2019 Ford Explorer	\$28, 679.00

CONSENT
 AGENDA ITEM #

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 01-16, 2019.

2019 Ford Explorer

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

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

BID AMOUNT: \$29,996.00

BY: BOZARD FORDS CO JOSEPH WINDROW **TITLE:** FLEET SALES MGR

ADDRESS: 540 OUTLET MALL BLVD **CITY:** ST AUGUSTINE **STATE:** FLA **ZIP:** 32084

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

PHONE: 850-776-5294

SIGNATURE – (Confirming all information above is correct) _____



CONSENT
AGENDA ITEM # 2

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
January 24, 2019

3. REQUESTED MOTION/ACTION:
Approve the purchase of two (2) replacement effluent transfer pumps at the City's wastewater treatment facility.

4. AGENDA	
PRESENTATION	<input type="checkbox"/>
PUBLIC HEARING	<input type="checkbox"/>
CONSENT	<input checked="" type="checkbox"/>
REGULAR	<input type="checkbox"/>

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

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

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

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

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

RESOLUTION 19-47

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

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

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

**CITY OF PANAMA CITY BEACH
WWTF TRANSFER PUMP**

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

January 10, 2019


Addendum No. 1 addresses the following issues:

SPECIFICATIONS

Section 00030 – Bid Proposal Form

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

BIDDER:

BY: Gilbert Pump & Mechanical
William Auclair  (Printed and Signed)
TITLE: General Manager
DATE: 1/16/2019

CONSENT
AGENDA ITEM # 3

PANAMA CITY BEACH – WWTF TRANSFER PUMP

SECTION 00030

BID PROPOSAL FORM

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

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

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

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

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

PANAMA CITY BEACH – WWTF TRANSFER PUMP

and associated Drawings is required.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1 (WPA)

Addendum No. _____

Addendum No. _____

BASE BID:

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

\$110,000

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

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

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

_____ Approved Alternate

ALTERNATE BID:

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

\$110,000 (\$220,000 Total)

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

PANAMA CITY BEACH – WWTF TRANSFER PUMP

NOTE:

1. BIDS shall NOT include State of Florida and Bay County sales tax but shall include all other applicable taxes and fees.
2. BIDS shall be on the basis of a lump sum price and shall be the total compensation to be paid by OWNER for the complete WORK.
3. The OWNER reserves the right to reject any and all bids received. The OWNER also reserves the right to award the project to a bidder whom did not necessarily submit the lowest bid if the OWNER determines it is in his best interest.
4. Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.

Bidder's Certification

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

SUPPLIER:

Gilbert Pump & Mechanical

632B Lovejoy Rd NW Fort Walton Beach, FL 32548

Address

(850) 864-4000

Phone Number

1/16/2019

Date

PANAMA CITY BEACH – WWTF TRANSFER PUMP

[END OF SECTION 00030]

BID PROPOSAL FORM – Addendum 1

00030-4
CONSENT
AGENDA ITEM # 3

**CITY OF PANAMA CITY BEACH
BID TABULATION
WWTF TRANSFER PUMP
JANUARY 16, 2:45 P.M.**

BIDDER	ADDRESS	BASE BID AMOUNT (1 PUMP)
Gilbert Pump & Mechanical	632B Lovejoy Rd. NW, Ft. Walton Beach, FL 32548	\$110,000.00
Wastewater Solutions LLC	102 NE 2nd Street, Suite 510, Boca Raton, FL 33432	Non-conforming bid

CONSENT ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
January 24, 2019

3. REQUESTED MOTION/ACTION:
Approve the purchase of three (3) replacement blowers to supply airflow for the secondary treatment units at the City's wastewater treatment facility.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
Three existing blowers serving three treatment process units (BNR Units 1-3) at the City Wastewater Treatment Facility (WWTF) on Gulf Blvd are at or near the end of their service life. Three new replacement units are needed to maintain the necessary level of operation and treatment for compliance with the discharge standards mandated in the Facility's operation permit.

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

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

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

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

RESOLUTION 19-48

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

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

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

CONSENT
AGENDA ITEM # 4

Resolution 19-48

PANAMA CITY BEACH – WWTF REPLACEMENT BLOWERS

SECTION 00030

BID PROPOSAL FORM

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

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

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

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

Purchase will be made under terms and conditions specified by City in its form of

BID PROPOSAL FORM

00030-1

CONSENT
AGENDA ITEM # 4

PANAMA CITY BEACH – WWTF REPLACEMENT BLOWERS

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

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. _____
Addendum No. _____
Addendum No. _____

BASE BID:

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

\$ 61,700.00

ALTERNATE BID:

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

\$ 62,200.00

Total Number of Calendar Days Required: 56

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

Model 624 HeliFlow by Universal Blower Pac

_____ Approved Alternate

NOTE:

BID PROPOSAL FORM

00030-2

CONSENT
AGENDA ITEM # _____

4

PANAMA CITY BEACH – WWTF REPLACEMENT BLOWERS

1. BIDS shall NOT include State of Florida and Bay County sales tax but shall include all other applicable taxes and fees.
2. BIDS shall be on the basis of a lump sum price and shall be the total compensation to be paid by OWNER for the complete WORK.
3. The OWNER reserves the right to reject any and all bids received. The OWNER also reserves the right to award the project to a bidder whom did not necessarily submit the lowest bid if the OWNER determines it is in his best interest.
4. Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.

Bidder's Certification

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

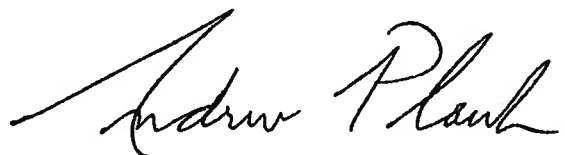
SUPPLIER:

UNIVERSAL BLOWER PAC, INC. BY ANDREW PLACK, PE

440 PARK 32 WEST DRIVE, NOBLESVILLE, IN 46062
Address

317-773-7256
Phone Number

1/15/19
Date



[END OF SECTION 00030]

BID PROPOSAL FORM

00030-3

CONSENT
AGENDA ITEM # 4

**CITY OF PANAMA CITY BEACH
BID TABULATION
WWTF REPLACEMENT BLOWERS
JANUARY 16, 2:30 P.M.**

BIDDER	ADDRESS	BASE BID AMOUNT (3 BLOWERS)
Universal Blower Pac, Inc.	440 Park 32 West Drive, Noblesville, IN 46062	\$61,700.00

CONSENT ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

January 24, 2019

3. REQUESTED MOTION/ACTION:

Approve the purchase of three vehicles for the Utilities Department.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO 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)

Two of the existing vehicles for Water Pumping and Storage Division have been removed from service. A third vehicle is needed to provide a small van for the new electrician/instrumentation and control technician position to serve the Utilities Department.

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

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

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

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

RESOLUTION 19-49

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

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

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

CONSENT
AGENDA ITEM # _____ Resolution 19-49

SECTION 00030

BID PROPOSAL FORM

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

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

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

BASE BID

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

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

CONSENT
AGENDA ITEM # 25

ADDENDUM ACKNOWLEDGMENT:

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

ADDENDUM NO. _____ Date _____

PER UNIT BID PRICE:

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

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u> (Qty x Unit Price)	<u>*Delivery Time</u>
½ Ton 4x2	1	<u>\$22,996.00</u>	<u>\$22,996.00</u>	<u>45-60 DAYS</u>
¾ Ton 4x2 SB	1	<u>\$29,896.00</u>	<u>\$29,896.00</u>	<u>60-90 DAYS</u>
LWB Cargo Van	1	<u>\$28,696.00</u>	<u>\$28,696.00</u>	<u>120-180 DAYS</u>

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

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. BIDS shall be on the basis of a per unit price, as noted above, and shall be the total compensation to be paid by OWNER for the specified equipment.
3. The OWNER reserves the right to reject any and all bids received.

BIDDER'S CERTIFICATION

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

BIDDER:

JOSEPH WINDROW

Business Name

BOZARD FORD CO

Address

540 OUTLET MALL BLVD ST AUGUSTINE FLA 32084

Business License #

VF/1001558/1

Phone Number

850-776-5294

Date 01-16-2019

[END OF SECTION 00030]

CONSENT
AGENDA ITEM #

5

CITY OF PANAMA CITY BEACH

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

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

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

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

Estimated quantity to be purchased - One (1)

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

The City reserves the right to reject any and all bids.

CITY OF PANAMA CITY BEACH

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

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

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

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

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

Estimated quantity to be purchased - One (1)

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

The City reserves the right to reject any and all bids.

CITY OF PANAMA CITY BEACH
SPECIFICATIONS FOR
NEW 2019 – MID SIZE LWB CARGO VAN

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

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

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

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

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

Estimated quantity to be purchased - One (1)

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

The City reserves the right to reject any and all bids.

**CITY OF PANAMA CITY BEACH
 BID TABULATION
 UTILITY DEPARTMENT FLEET VEHICLES
 JANUARY 16, 2019 - 2:15 P.M.**

BIDDER	ADDRESS	2019 1/2 TON 4X2	2019 3/4 TON 4X2 SB	2019 LWB CARGO VAN
Bozard Ford	540 Outlet Blvd. St Augustine, FL 32084	\$22,996	\$29,896	\$28,696
LOW BID		\$22,996	\$29,896	\$28,696
QUANTITY		1	1	1
SUB TOTAL		\$22,996	\$29,896	\$28,696
DEPARTMENT COST ALLOCATION		One (1) @ 100% W	One (1) @ 100% W	One (1) @ 30% W / 70% WW

TOTAL # OF VEHICLES = 3

TOTAL COST OF VEHICLES = \$81,588.00

Water Dept \$61,500.80
 Wastewater Dept \$20,087.20

CONSENT
 AGENDA ITEM # 2

CONSENT ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

January 24, 2019

3. REQUESTED MOTION/ACTION:

Approve the purchase of one (1) John Deere 310SL loader backhoe from Dobbs Equipment, LLC in the total amount of \$79,193.75.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

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

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

RESOLUTION 19-50

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

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

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

CONSENT
AGENDA ITEM # 6

Resolution 19-50



**FLORIDA SHERIFFS ASSOCIATION
 FLORIDA ASSOCIATION OF COUNTIES
 2018-19 Contract for Vehicles and Equipment
 Contract Number FSA18-VEH16.0
 Spec #28 310SL Loader Backhoe**

Quote for: The City of Panama City Beach

Attn: Al Shortt

Dated: January 17, 2019

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

6020-1 Extendable Dipperstick- \$5,492.00

5285- Pilot Joystick Controls- \$1,686.00

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

\$ 150.75

Total Contract Price \$79,193.75

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

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

Lead time 15-30 days from date of order

Bobby Buchanan

Sales Representative

850-257-3035 cell

850-769-4844 office

Mobile, AL 36617
2480 E. I-65 Svc. Rd. N
251-456-1993

Pensacola, FL 32534
3195 W. Nine Mile Rd.
850-476-0277

Panama City, FL 32404
4625 Hwy. 231 N.
850-769-4844

Freeport, FL 32439
33 Industrial Ct.
850-835-3337

Tallahassee, FL 32304
7566 W. Tennessee St.
850-575-5800

Perry, FL 32348
3033 US Hwy 27 E.
850-584-9200

Jacksonville, FL 32216
6870 Philips Hwy.
904-296-5000

Lake City, FL 32025
2578 SE Baya Dr.
386-752-9544

Palatka, FL 32177
356 N. Highway 17
386-325-6268

800-848-8563 | beardequipment.com

**CONSENT
 AGENDA ITEM #**

6



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>4X4 LOADER BACKHOE WITH CANOPY (STANDARD STICK) (Specification #28)</u>			
Trekker Tractor	2019 Case 580 SN	Western	\$76,429.00
	2019 Case 580 SN	Western	-- NB --
Trekker Tractor	2019 Case 580 SN	Northern	\$72,790.00
	2019 Case 580 SN	Northern	-- NB --
Trekker Tractor	2019 Case 580 SN	Central	\$72,790.00
	2019 Case 580 SN	Central	-- NB --
Trekker Tractor	2019 Case 580 SN	Southern	\$72,790.00
	2019 Case 580 SN	Southern	-- NB --
Ring Power Corporation	2019 Caterpillar 416	★ Western	\$69,703.00
	2019 Caterpillar 416	Western	-- NB --
Ring Power Corporation	2019 Caterpillar 416	★ Northern	\$69,703.00
	2019 Caterpillar 416	Northern	-- NB --
Ring Power Corporation	2019 Caterpillar 416	★ Central	\$69,703.00
	2019 Caterpillar 416	Central	-- NB --
Kelly Tractor Co	2019 Caterpillar 416	★ Southern	\$69,973.00
	2019 Caterpillar 416	Southern	-- NB --
Dobbs Equipment LLC	2019 John Deere 310SL	Western	\$71,865.00
	2019 John Deere 310SL	Western	-- NB --
Dobbs Equipment LLC	2019 John Deere 310SL	Northern	\$71,865.00
	2019 John Deere 310SL	Northern	-- NB --
Dobbs Equipment LLC	2019 John Deere 310SL	Central	\$70,725.00
	2019 John Deere 310SL	Central	-- NB --
Dobbs Equipment LLC	2019 John Deere 310SL	Southern	\$70,725.00
	2019 John Deere 310SL	Southern	-- NB --



**FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

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

2019 John Deere 310SL

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

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$71,865.00	\$71,865.00	\$70,725.00	\$70,725.00

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

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

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	310SL			
DEALER:	Dobbs Equipment LLC	Dobbs Equipment LLC	Dobbs Equipment LLC	Dobbs Equipment LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$71,865.00	\$71,865.00	\$70,725.00	\$70,725.00

JD 210L ¹	Optional equipment - specify <i>Upgrade to John Deere model 210L 4x4 box blade tractor, equipped with enclosed cab and air conditioning</i>	\$23,500.00 ¹
9110 ¹	Optional equipment - specify <i>Ride control</i>	\$1,260.00 ¹
9917 ¹	Optional equipment - specify <i>AM/FM WB Radio</i>	\$559.00 ¹
3095 ¹	Optional equipment - specify <i>Auto-shift transmission, with limited slip differential</i>	\$1,895.00 ¹
9905 ¹	Optional equipment - specify <i>Add rotating strobe light</i>	\$379.00 ¹
2035 ¹	Optional equipment - specify <i>Enclosed cab, with heater and air conditioning</i>	\$9,998.00 ¹
6020-1 ¹	Optional equipment - specify <i>Extendable dipper stick, for use on John Deere 310 through 410 model backhoes</i>	\$5,492.00 ¹
6020-1 ¹	Optional equipment - specify <i>Extendable dipper stick, for use on John Deere 710 model backhoes</i>	\$6,982.00 ¹
6230 ¹	Optional equipment - specify <i>Auxiliary hydraulics, 2-way flow</i>	\$2,993.00 ¹
6220 ¹	Optional equipment - specify <i>Auxiliary hydraulics, 1-way flow</i>	\$1,785.00 ¹
5285 ¹	Optional equipment - specify <i>Pilot joystick controls, 2-lever, with pattern selection</i>	\$1,686.00 ¹
7080 ¹	Optional equipment - specify <i>Third function loader hydraulics</i>	\$2,267.00 ¹
7085 ¹	Optional equipment - specify <i>Front loader coupler, third function hydraulics, and ride control</i>	\$6,610.00 ¹
7685 ¹	Optional equipment - specify <i>Multi-purpose loader bucket, 1.32 cubic yard capacity</i>	\$4,804.00 ¹
1025 ¹	Optional equipment - specify <i>Add premium LED light package</i>	\$792.00 ¹
PT-07 ¹	Optional equipment - specify <i>Power-Tilt backhoe mounted swinger/coupler for backhoe bucket</i>	\$7,492.00 ¹
9230 ¹	Optional equipment - specify <i>Hydraulic 4-thin backhoe thumb, only for use on backhoes equipped with an extendable dipper stick Note: This option also requires two-way auxiliary hydraulics, option code 6230</i>	\$4,465.00 ¹
	Temporary tag	NA
	Transfer existing registration (must provide tag number)	NA
	New state tag (specify state, county, city, sheriff, etc.)	NA
	Maintenance Plan - specify <i>Please call dealer for quote</i>	NA ¹
	Maintenance Plan - specify <i>Please call dealer for quote</i>	NA ¹

VEHICLE:	310SL			
DEALER:	Dobbs Equipment LLC	Dobbs Equipment LLC	Dobbs Equipment LLC	Dobbs Equipment LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$71,865.00	\$71,865.00	\$70,725.00	\$70,725.00

Extended Warrant Plan – specify
Please call dealer for quote. †

NA†

Extended Warrant Plan – specify
Please call dealer for quote. †

NA†

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

01/24/2019

3. REQUESTED MOTION/ACTION:

Approve the Plat for the Shorewalk Development.

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)

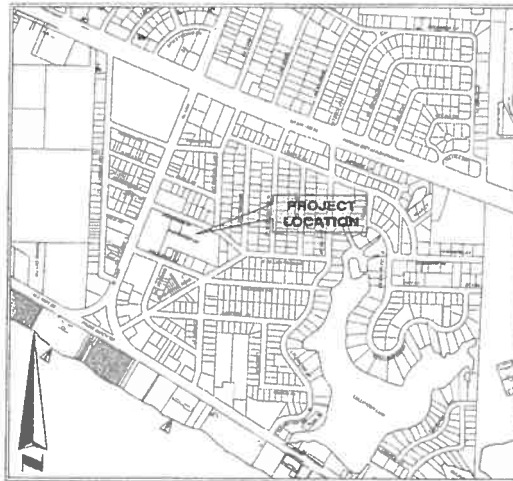
The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The Shorewalk development is generally located east of highway 79 between Hernando Ave. and Innocente Ave. The developers would like to subdivide this land so the residents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

Staff has reviewed the subject plat and determined that, if addressed, it will meet applicable requirements.

SHOREWALK

A SUBDIVISION OF A PORTION OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 16 WEST
CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA

AGENDA ITEM #



DESCRIPTION.

LOT 8, BLOCK 11 AND THAT PORTION OF "DMT K", EL CENTRO BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 8 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWESTERLY CORNER OF SAID LOT 5, BLOCK 11; THENCE RUN N80°14'00"W, 278.79 FEET, ALONG THE WESTERLY LINE OF SAID LOT 5 AND THE NORTHERLY EXTENSION THEREOF; THENCE RUN S89°52'37"E, 122.52 FEET; THENCE RUN N02°54'37"E, 136.90 FEET TO THE MONUMENTED NORTH LINE OF "DMT K" PARCEL; AND THE SOUTHERLY RIGHT-OF-WAY LINE OF HERMANADO AVENUE; THENCE RUN S89°52'37"E, 373.34 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE NORTHWESTERLY CORNER OF LOT 17, SAID BLOCK 11; THENCE RUN S01°19'18"E, 313.89 FEET, ALONG THE WESTERLY LINE OF LOT 14 AND 17 SAID BLOCK 11, TO THE SOUTHWESTERLY CORNER OF SAID LOT 14; THENCE RUN N89°14'00"E, 241.83 FEET ALONG THE SOUTHERLY LINE OF SAID "DMT K" PARCEL, ALSO BEING THE NORTHERLY LINE OF LOTS 8 THROUGH 13 SAID BLOCK 11 TO THE NORTHEASTERLY CORNER OF SAID LOT 8; THENCE RUN S20°14'00"W, 120 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF INNOCENTE AVENUE; THENCE RUN N89°14'00"E, 80.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LINE OF SAID LOT 8 TO THE POINT OF BEGINNING, CONTAINING 0.51791 SQUARE FEET OR 0.53 ACRES MORE OR LESS.

EASEMENTS:
THAT PORTION OF LOT 5, BLOCK 11 AND THAT PORTION OF "DMT K", EL CENTRO BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 8 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID LOT 5, BLOCK 11; THENCE RUN S89°16'00"E, 33.00 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF INNOCENTE AVENUE AND THE SOUTHERLY LINE OF SAID LOT 5 TO THE POINT OF BEGINNING; THENCE RUN N89°14'00"E, 288.12 FEET; THENCE RUN S89°52'37"E, 88.82 FEET; THENCE RUN N02°54'37"E, 21.87 FEET; THENCE RUN S89°52'37"E, 8.84 FEET; THENCE RUN N02°54'37"E, 43.28 FEET; THENCE RUN S89°16'00"E, 248.41 FEET; THENCE RUN N82°54'48"E, 88.48 FEET TO THE MONUMENTED NORTH LINE OF "DMT K" PARCEL AND THE SOUTHERLY RIGHT-OF-WAY LINE OF HERMANADO AVENUE; THENCE RUN S89°16'00"E, 10.00 FEET ALONG SAID MONUMENTED NORTH LINE OF "DMT K" PARCEL AND THE SOUTHERLY RIGHT-OF-WAY LINE OF HERMANADO AVENUE; THENCE RUN S02°54'48"E, 80.00 FEET; THENCE RUN N82°54'48"E, 1.84 FEET TO THE MONUMENTED NORTH LINE OF "DMT K" PARCEL AND THE SOUTHERLY RIGHT-OF-WAY LINE OF HERMANADO AVENUE; THENCE RUN S89°52'37"E, 18.83 FEET ALONG SAID MONUMENTED NORTH LINE OF "DMT K" PARCEL AND THE SOUTHERLY RIGHT-OF-WAY LINE OF HERMANADO AVENUE; THENCE RUN S02°54'48"E, 80.00 FEET; THENCE RUN N82°54'48"E, 8.08 FEET; THENCE RUN S20°14'00"W, 102.19 FEET; THENCE RUN N89°14'00"E, 438.27 FEET; THENCE RUN S20°14'00"W, 211.43 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF INNOCENTE AVENUE; THENCE RUN N89°14'00"E, 15.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LINE OF LOT 5 TO THE POINT OF BEGINNING, CONTAINING 4987.50 SQUARE FEET OR 1.119 ACRES MORE OR LESS.

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

NOTE:
ALL DEDICATED PUBLIC UTILITY EASEMENTS SHOWN HEREIN SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT CABLE TELEVISION DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO INDIVIDUAL EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

DEDICATION
SHOREWALK HOLDINGS, LLC, A FLORIDA CORPORATION (HEREINAFTER REFERRED TO AS "OWNER"), HEREBY STATES AND DECLARES THAT IT IS THE "DEED" OWNER OF THE LANDS DESCRIBED IN THE LEGAL DESCRIPTION SHOWN HEREIN, WHICH LAND SHALL HEREAFTER BE KNOWN AS "SHOREWALK". THAT OWNER HAS OWNED SAID LAND TO BE DIVIDED AND SUBDIVIDED AND THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

OWNER HEREBY DEDICATES AND CONVEYS IN FEE SIMPLE TRACT A TO THE SHOREWALK OWNERS ASSOCIATION, INC. AS COMMON AREA FOR DRAINAGE, UTILITY, INGRESS-EGRESS PURPOSES AND OTHER PURPOSES SET FORTH IN THE SHOREWALK OWNERS ASSOCIATION, INC. IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. OWNER HEREBY DEDICATES THE UTILITY EASEMENT SHOWN HEREIN TO, AND FOR THE BENEFIT OF, THE CITY OF PANAMA CITY BEACH.

IN WITNESS WHEREOF, SHOREWALK HOLDINGS, LLC, A FLORIDA CORPORATION, HAS CAUSED THIS DEDICATION TO BE MADE THIS ____ DAY OF _____, 2018.

SIGNED, SEALED AND DELIVERED BY OUR PRESENCE:
OWNER: SHOREWALK HOLDINGS, LLC, A FLORIDA CORPORATION

BY: _____ BY: _____
WITNESS WITNESS
PRINTED NAME PRINTED NAME
BY: _____ BY: _____
WITNESS WITNESS
PRINTED NAME PRINTED NAME

STATE OF FLORIDA / COUNTY OF BAY
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2018, BY _____ OF SHOREWALK HOLDINGS, LLC, A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION. HE IS EITHER PERSONALLY KNOWN TO ME OR HAS PROVIDED _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
PRINTED NAME
MY COMMISSION EXPIRES: _____

SURVEYOR'S NOTATIONS.
1) BASED UPON REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 1305030282A, EFFECTIVE DATE OF JUNE 2, 2008, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "A".
2) FLOOD ZONES MAY CHANGE IF FEMA REEVALUATES THE FLOOD HAZARD FOR THE AREA SHOWN HEREON.

TITLE CERTIFICATE.
_____, OF OLD REPUBLIC TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT: (1) THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE PERSON OR PERSONS, CORPORATION OR ENTITY DESCRIBED IN THE DEDICATION ON THIS PLAT; (2) THE DEVELOPER OF THE PLATTED SUBDIVISION HAS RECORD TITLE TO THE LAND; (3) THERE ARE NO UNSATISFIED MORTGAGES OF RECORD AGAINST SAID LAND, EXCEPT AS SHOWN ON THIS PLAT; AND (4) THE TAXES FOR THE YEAR 2018 HAVE BEEN PAID.
DATED THIS ____ DAY OF _____, 2018.
BY: _____
NAME:

TAX COLLECTOR'S STATEMENT
I, CHUCK PERDUE, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH THE YEAR _____ TO THE BEST OF MY KNOWLEDGE.
CHUCK PERDUE, BAY COUNTY TAX COLLECTOR DATE: _____

CITY COUNCIL APPROVAL
WE HEREBY CERTIFY THAT THIS PLAT AND DEDICATION, TOGETHER WITH ALL CERTIFICATES SHOWN HEREON HAS BEEN EXAMINED BY REGULAR SESSION AND DULY APPROVED BY A MAJORITY OF THE COUNCIL AND IS HEREBY ORDERED FILED FOR PERMANENT RECORD THIS ____ DAY OF _____, 2018.

MIKE THOMAS - MAYOR
PAUL CASTO - COUNCIL MEMBER, WARD 1 GEOFF MCCONNELL - COUNCIL MEMBER, WARD 3
PHIL CHESTER - VICE MAYOR, COUNCIL MEMBER, WARD 2 NECTOR SOLES - COUNCIL MEMBER, WARD 4

CITY MANAGER'S CERTIFICATE
THIS IS TO CERTIFY THAT I, WARO OSBERT, CITY MANAGER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, "SHOREWALK", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN THE CITY OF PANAMA CITY BEACH, FLORIDA.
SIGNED ON THIS ____ DAY OF _____, 2018.

BY: WARO OSBERT / CITY MANAGER
CITY OF PANAMA CITY BEACH, FLORIDA

CLERK OF CIRCUIT COURT'S CERTIFICATE
I, BILL KINGMAK, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT IS IN CONFORMANCE WITH THE APPLICABLE LAWS OF BAY COUNTY, FLORIDA, AND THAT SAID PLAT IS HEREBY FILED FOR RECORD THIS ____ DAY OF _____, 2018, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, IN PLAT BOOK _____, PAGE _____.

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

CITY ENGINEER'S CERTIFICATE
THIS IS TO CERTIFY THAT I, KELLY P. JENKINS, P.E., CITY ENGINEER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, "SHOREWALK", AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN THE CITY OF PANAMA CITY BEACH, FLORIDA.
SIGNED ON THIS ____ DAY OF _____, 2018.

BY: KELLY P. JENKINS, P.E. / CITY ENGINEER
CITY OF PANAMA CITY BEACH, FLORIDA
FLORIDA LICENSE NUMBER 59700

CITY SURVEYOR'S CERTIFICATE
I, DAVID JOHN BARTLETT, P.S.M., UNDER CONTRACT WITH THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE REVIEWED THIS PLAT AND FIND THAT IT CONFORMS TO CHAPTER 177, PART 1, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
SIGNED ON THIS ____ DAY OF _____, 2018.

BY: DAVID JOHN BARTLETT P.S.M.
FLORIDA LICENSE NUMBER: 154518

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT, "SHOREWALK", WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, AND THAT THIS PLAT COMPLES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT THE PERMANENT REFERENCE MONUMENTS AND LOT CORNERS HAVE BEEN SET.

DATE: _____ BY: MILTON WALSHORHAM
FLORIDA LAND SURVEYOR, LS3257
COUNTY WIDE SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB3029
707 JENKINS AVENUE, SUITE 7 PANAMA CITY, FL 32401
PHONE: (850) 769-0345 FAX: (850) 769-0343

County Wide Surveying, Inc.
CERTIFICATE OF AUTHORIZATION No. LB3029
707 JENKINS AVENUE SUITE 7 PANAMA CITY, FL 32401
PHONE No. (850) 769-0345 FAX No. (850) 769-0345

SHOREWALK

SHEET 1 OF 2 SHEETS

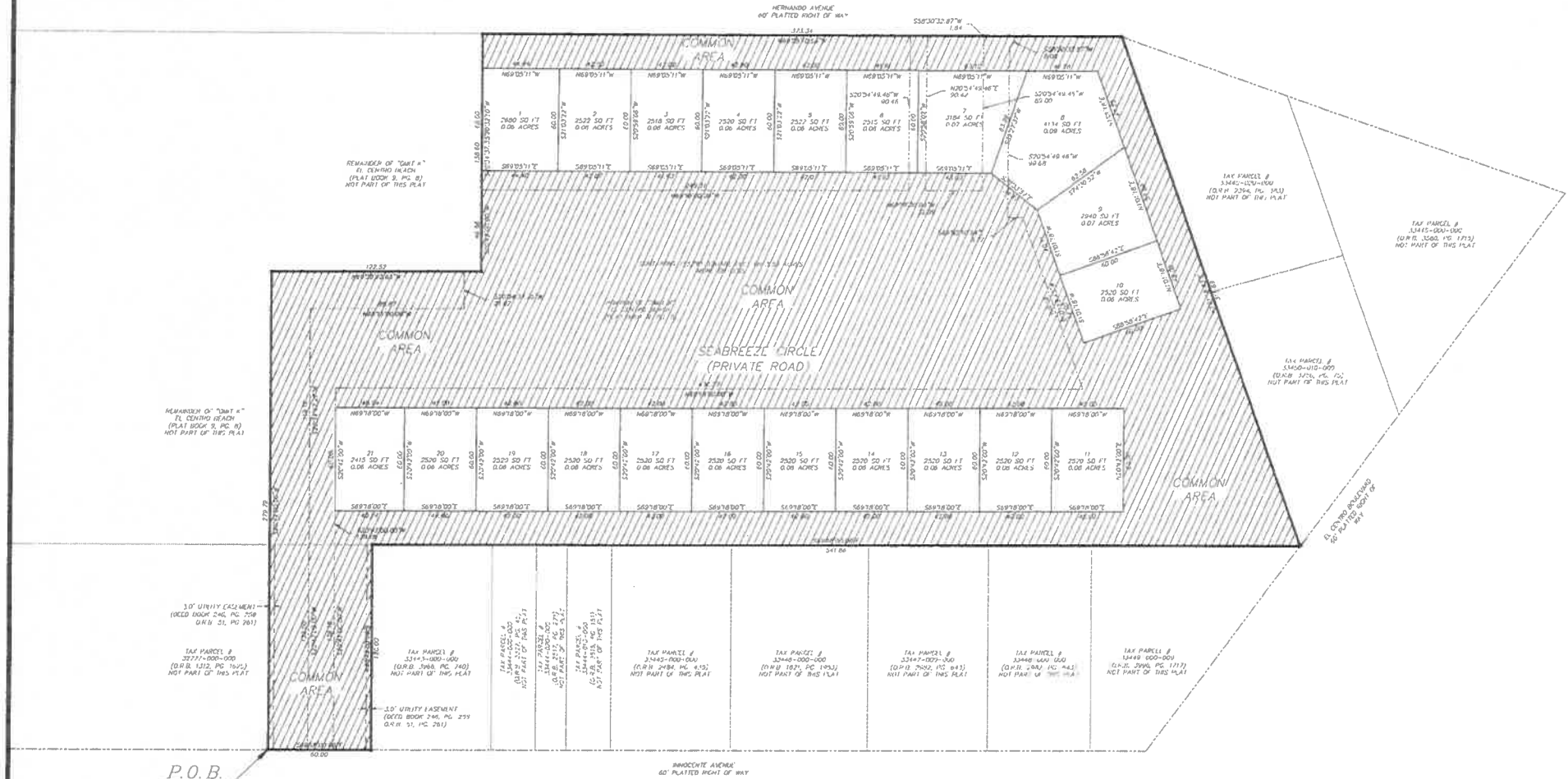
SHOREWALK

A SUBDIVISION OF A PORTION OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 16 WEST
CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA

INDEX OF SHEETS
1. DESCRIPTION, DEDICATION, SIGNATURES, NOTES,
PROPERTY MAP AND LEGEND
2. DETAIL SHEET



AGENDA ITEM #



P.O.B.

County Wide Surveying, Inc.
 CERTIFICATE OF AUTHORIZATION No. LB3929
 707 JENKS AVENUE, SUITE F PANAMA CITY, FL 32401
 PHONE No. (850) 769-0345 FAX No. (850) 785-4769

SHOREWALK

SHEET 2 OF 2 SHEETS

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

01/24/2019

3. REQUESTED MOTION/ACTION:

Approve the Vacation of Plat request for the Hide A Way at Lake Powell.

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)

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

Staff has reviewed the request to vacate and has no objection.

RESOLUTION 19-52

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

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

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

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

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

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

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

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

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

SECTION 1. Recitals. The above recitals are true and accurate and are incorporated herein.

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

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

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

ADOPTED in regular session this ____ day of _____, 201____.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

EXHIBIT A

HIDE A WAY AT LAKE POWELL

PARCEL 1:

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

PARCEL 2:

A PARCEL OF LAND LYING AND BEING IN THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 4; THENCE $S00^{\circ}17'40''W$ ALONG THE EAST LINE OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 4, 20.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN $S89^{\circ}57'13''W$, 4.33 FEET TO THE CURVING SOUTHEASTERLY RIGHT OF WAY LINE OF LAKEVIEW DRIVE AS RECORDED IN OFFICIAL RECORD BOOK 847, PAGE 586 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF SAID BAY COUNTY, FLORIDA; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY OF SAID LAKE VIEW DRIVE, ON THE ARC OF A CURVE CONCAVE TO THE WEST, 20.63 FEET TO NORTHEAST CORNER OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 4, AND THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 23°

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

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

HIDE A WAY AT LAKE POWELL

A SUBDIVISION OF A PORTION OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 17 WEST
CITY OF PANAMA CITY BEACH
BAY COUNTY, FLORIDA

File # 2007001180, Plat BK 23 Page 42,
Recorded 01/05/2007 at 02:29 PM,
Harold Bazzel, Clerk Bay County, Florida
Deputy Clerk
Trans # 791756



DECEMBER 2006

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

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

SURVEYOR'S NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA, BEARING SOUTH 90°17'40" WEST.
2. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES IN ZONE "X" AND "AC" (CL 8) AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR BAY COUNTY, FLORIDA, SFP COMMUNITY PANEL NO. TOWNSHIP 03A, PANEL 184 OF 207, WHICH HAS AN EFFECTIVE DATE OF SEPTEMBER 18, 2002.
3. THERE IS A RESERVATION OF OIL, GAS AND MINERAL RIGHTS TO THIS PROPERTY FOUND IN DEED BOOK 117, PAGE 225, BAY COUNTY, FLORIDA, WHICH WERE CONVEYED IN D.P. BOOK 002, PAGE 43, AND ASSIGNED IN D.P. BOOK 944, PAGE 945, D.P. BOOK 1214, PAGE 389, D.P. BOOK 1731, PAGE 228, OR BOOK 1747, PAGE 092, ALL ARE PART OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
4. FEATURES DEPICTED UPON THIS PLAT BY SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE.

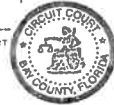
CITY MANAGER'S CERTIFICATE
THIS IS TO CERTIFY THAT I, RICHARD E. JACKSON, CITY MANAGER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, "HIDE A WAY AT LAKE POWELL," AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, SIGNED ON THIS THE 11th DAY OF December, 2006.

CITY COMMISSIONERS' APPROVAL
THIS IS TO CERTIFY THAT THIS PLAT, "HIDE A WAY AT LAKE POWELL," HAS BEEN EXAMINED IN REGULAR SESSION AND THAT IT IS HEREBY APPROVED FOR RECORD BY A MAJORITY VOTE OF THE BOARD OF CITY COMMISSIONERS OF PANAMA CITY BEACH, FLORIDA, SIGNED ON THIS THE 11th DAY OF December, 2006.

CITY SURVEYOR'S CERTIFICATE
MICHAEL C. LAMURE, P.S.M. HAVE REVIEWED THIS PLAT, "HIDE A WAY AT LAKE POWELL," AND HEREBY CERTIFY THAT IT COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS 17th DAY OF December, 2006.

CIRCUIT COURT CLERK'S CERTIFICATE
I, HAROLD BAZZEL, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT, "HIDE A WAY AT LAKE POWELL," WAS FILED FOR PERMANENT RECORD IN PLAT BOOK NO. 23, PAGE (2) NO. 42 AND 41 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, ON THIS 11th DAY OF December, 2006.

DEPUTY CLERK
Harold Bazzel
Harold Bazzel
Clerk of the Circuit Court
Bay County, Florida
By: Tom Koleski
Deputy Clerk



SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT, "HIDE A WAY AT LAKE POWELL," WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE PERMANENT REFERENCE MONUMENTS PERMANENT CONTROL POINTS THE SURVEY DATA, MONUMENTATION AND THIS PLAT, COMPLIES WITH CHAPTER 177 OF THE FLORIDA STATUTES, AND WITH ALL APPLICABLE PANAMA CITY BEACH, FLORIDA SUBDIVISION REGULATIONS AND/OR ORDINANCES.

PROFESSIONAL SURVEYOR AND MAPPER
DANIEL J. HENRY, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 05 2011

PREBLE-RISH, INC.
CERTIFICATE OF AUTHORIZATION No. LB 7137
203 ARCADE DRIVE
PANAMA CITY, FLORIDA 32405

DEDICATION:
KNOW ALL PERSONS BY THESE PRESENTS THAT APEX DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THROUGH ZACH FERRELL, ITS MANAGING MEMBER, THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN HEREON, THAT SAID ZACH FERRELL HAS A RECORDING INSTRUMENT BY WHICH HE HELD AN INTEREST IN THE LANDS SHOWN HEREON, PLATTED AS "HIDE A WAY AT LAKE POWELL," AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION: PARCEL 1:
WHEREAS BY THIS COURT (CIV. BOOK 2092, PAGE 017) A PARCEL OF LAND LYING AND BEING IN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 4, THENCE SOUTH 00°17'40" WEST ALONG THE WEST LINE OF THE LAST 1/2 OF SAID SECTION 4, 100.00 FEET, THENCE DEPARTING SAID WEST LINE, RUN SOUTH 82°10'44" EAST, 170.92 FEET, THENCE NORTH 89°48'17" EAST, 270 FEET, MORE OR LESS, TO THE WATERS EDGE OF LAKE POWELL, THENCE NORTHWESTERLY ALONG THE WATERS EDGE OF SAID LAKE POWELL, 20 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 4; THENCE SOUTH 80°37'13" WEST, ALONG THE NORTH LINE OF SAID SECTION 4, 279 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2
PROVIDED BY THE CLIENT
A PARCEL OF LAND LYING AND BEING IN THE NW 1/4 OF THE NW 1/4 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 4, THENCE SOUTH 00°17'40" WEST ALONG THE EAST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 4, 20.00 FEET, THENCE DEPARTING SAID EAST LINE, RUN SOUTH 58°57'11" WEST, 4.33 FEET TO THE CURVING SOUTHEASTERLY RIGHT OF WAY LINE OF LAKEVIEW DRIVE, AS INDICATED IN U.S. G.M. RECORDS BOOK 847, PAGE 588 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY OF SAID LAKEVIEW DRIVE, ON THE ARC OF A CURVE CONVEX TO THE WEST, 20.63 FEET TO NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 4, AND THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 23°38'42" AND A CHORD LENGTH OF 20.49 FEET, BEARING N12°29'28"E TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 04, RANGE 17 WEST, BAY COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE S89°57'11"E FOR A DISTANCE OF 20.00 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 04, THENCE S01°31'34"W FOR A DISTANCE OF 152.70 FEET ALONG A LINE PARALLEL TO AND 20 FEET EAST OF AN UNASSUMED PERPENDICULAR TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 04, THENCE N01°05'55"W FOR A DISTANCE OF 20.17 FEET, ALONG THE NORTH LINE OF TURTLE COVE AT LAKE POWELL, THENCE N01°31'34"E FOR A DISTANCE OF 80.03 FEET, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 04, THENCE N89°57'11"E FOR A DISTANCE OF 4.03 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF LAKEVIEW DRIVE, THENCE ALONG A CURVE BEING CONVEX NORTHWESTERLY AND HAVING A DELTA OF 22°41'41" AND A CHORD BEARING OF N12°24'08"E, AND A CHORD OF 20.43 FEET, FOR AN ARCH LENGTH OF 20.58 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES, MORE OR LESS.

HAVE CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON, INGRESS AND EGRESS EASEMENTS, UTILITY STATIONS, UTILITY EASEMENTS, ACCESS EASEMENTS, EASEMENTS AND COMMON AREAS SHALL BE FOR THE PRIVATE USE OF THE OWNERS, WITHIN "HIDE A WAY AT LAKE POWELL," AND SHALL NOT BE MAINTAINED BY THE "HIDE A WAY AT LAKE POWELL" HOMEOWNERS ASSOCIATION AND SHALL NOT BE DEEMED TO HAVE BEEN DEDICATED TO THE PUBLIC AND PANAMA CITY BEACH, FLORIDA, WHICH SHALL HAVE NO RESPONSIBILITY FOR THE MAINTENANCE OF ANY SUCH EGRESS AND ACCESS EASEMENTS, UTILITY STATIONS, UTILITY EASEMENTS, ACCESS EASEMENTS, AND EASEMENTS OR COMMON AREAS AND FURTHER DEDICATES ONLY THE 20 FOOT WIDE EXISTING ACCESS AND UTILITY EASEMENT ON THE WEST END OF THIS PLAT, TO THE CITY OF PANAMA CITY BEACH, FLORIDA, FOR THE USES AND PURPOSES AS STATED, ON THIS 11th DAY OF December, 2006.

APEX DEVELOPMENT, LLC
By: Zach Ferrell
ZACH FERRELL
MANAGING MEMBER

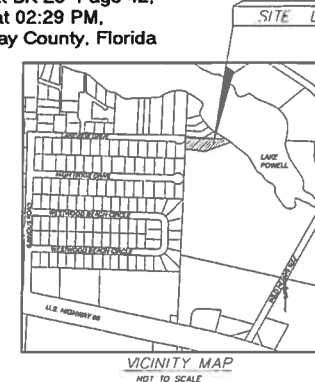
ACKNOWLEDGMENT
STATE OF Florida / COUNTY OF Bay
BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ZACH FERRELL, MANAGING MEMBER OF APEX A FLORIDA COMPANY, PERSONALLY KNOWN TO ME, OR WHO PRESENTED A VALID DRIVER'S LICENSE AS IDENTIFICATION, AND WHO ACKNOWLEDGED EXECUTION OF THIS PLAT OF "HIDE A WAY AT LAKE POWELL," FOR THE PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 11th DAY OF December, 2006.
D. D. MARSH
D.D. MARSH
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: _____



MORTGAGE JOINER IN DEDICATION
SUPERIOR BANK, A MORTGAGEE OF THE LANDS PLATTED HEREIN, HEREBY AUTHORIZES AND JOINS IN THE PLAT AND DEDICATION OF "HIDE A WAY AT LAKE POWELL."
SIGNED ON THIS 11th DAY OF December, 2006.
BY: [Signature]
SUPERIOR BANK
BY: [Signature]
SUPERIOR BANK
PRINTED NAME: _____
ADDRESS: _____

ACKNOWLEDGMENT
STATE OF Florida / COUNTY OF Bay
BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ AS _____ AS SUBDIVISION JOINDER OF SUPERIOR BANK, PERSONALLY KNOWN TO ME, OR WHO PRESENTED A VALID DRIVER'S LICENSE AS IDENTIFICATION, AND WHO ACKNOWLEDGED EXECUTION OF THIS JOINDER IN DEDICATION OF THIS PLAT OF "HIDE A WAY AT LAKE POWELL," FOR THE PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 11th DAY OF December, 2006.

NOTARY PUBLIC STATE OF FLORIDA
BY: [Signature]
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: _____



AGENDA ITEM # 2

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHO HAS MADE THIS ORIGINAL SECTION PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

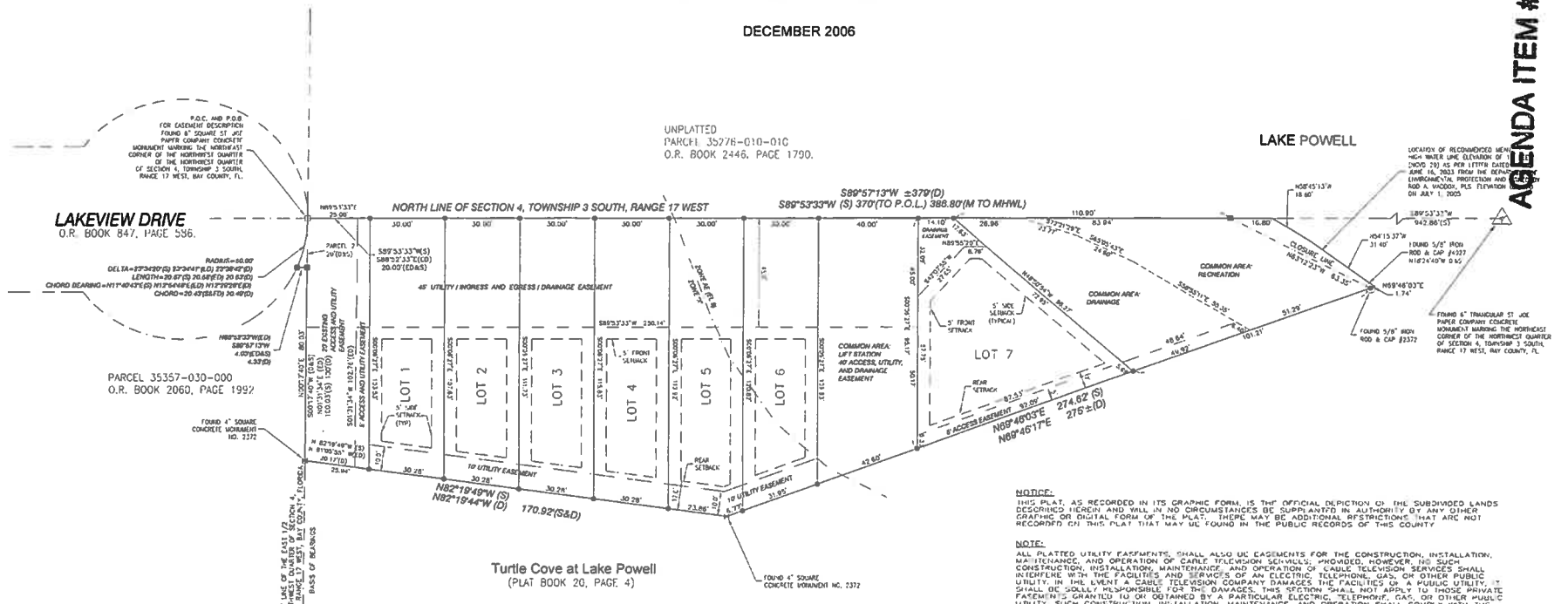
"HIDE A WAY AT LAKE POWELL"

A SUBDIVISION OF A PORTION OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 17 WEST
CITY OF PANAMA CITY BEACH
BAY COUNTY, FLORIDA

PLAT BK 23 PG 43.
Page 2 of 2

PREBLE-RISH, INC.
CONSULTING ENGINEERS
CIVIL SURVEYING SITE PLANNING
1801 EASTERN AVENUE PANAMA CITY, FL 32404
324 SOUTH PALM AVENUE PANAMA CITY, FL 32404
1915 BRIDGEWAY DR., SUITE 200
PANAMA CITY BEACH, FL 32413
850 224-0000 850 227-7700 850 224-0000

DECEMBER 2006



SYMBOLS & ABBREVIATIONS:

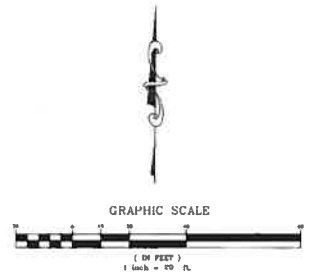
- Nb. = NUMBER
- S = SURVEY
- = DISTANCE NOT TO SCALE
- LB = LICENSED SURVEYOR
- L.S. = LICENSED SURVEYOR
- N.T.M. = NAD 83 NATIONAL SURVEYING AND MAPPING
- O.R. = OFFICIAL RECORDS
- S = MORE OR LESS
- (S) = FIELD MEASUREMENT
- (D) = DESCRIPTION DATA
- (ED) = EASEMENT DESCRIPTION DATA
- A = ARC LENGTH
- R = RADIUS
- D = DELTA ANGLE
- B = CHORD BEARING
- C = CHORD LENGTH
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- H/W = FRONT OF WAY
- F.E.M.A. = FEDERAL EMERGENCY MANAGEMENT AGENCY
- CONV. = CORPORATION
- (TYP.) = TYPICAL
- P.C.P. = PERMANENT CONTROL POINT
- P.R.U. = PERMANENT REFERENCE POINT
- ID = IDENTIFICATION
- D.S.L. = BUILDING SETBACK LINE
- INC. = INCORPORATED
- LD = EASEMENT (LOAD) INFORMATION
- S.J.P.C. = ST. JOE, PARK COMPANY
 - = SET 1 1/2" 1/2" CAPPED IRON ROD L.S. #7137
 - = SET 1 1/2" CAPPED IRON ROD L.S. #7137
 - = FOUND 3/4" IRON ROD AND CAP #2372
 - = SET P.R.U. "x" BY "x" CONCRETE MONUMENT L.S. #3724
 - = FOUND "x" BY "x" CONCRETE MONUMENT #2372
 - = FOUND 4" SQUARE CONCRETE MONUMENT (S.J.P.C.)
 - ▲ = FOUND TRIANGULAR CONCRETE MONUMENT (S.J.P.C.)

Turtle Cove at Lake Powell
(PLAT BOOK 20, PAGE 4)

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

NOTE:
ALL PLATTED UTILITY EASEMENTS SHALL ALSO INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, THAT SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

NOTE:
THERE IS A RESERVATION OF OIL, GAS & MINERAL RIGHTS TO THIS PROPERTY FOUND IN DEED BOOK 117, PAGE 252; BAY COUNTY, FLORIDA, WHICH WERE CONVEYED IN O.R. BOOK 892, PAGE 48, AND ASSIGNED IN O.R. BOOK 844, PAGE 245; O.R. BOOK 1214, PAGE 209; O.R. BOOK 1711, PAGE 258; O.R. BOOK 1747, PAGE 262; ALL OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.



AGENDA ITEM # 2

PREBLE-RISH, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7137
253 ARDEN PARKWAY
PANAMA CITY, FLORIDA 32405

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration - Mario Gisbert, City Manager

2. MEETING DATE:

January 24, 2019

3. REQUESTED MOTION/ACTION:

Approve the proposed Agreement with Reliant South Construction Group for construction of a new Fire Station in the amount of \$5,001,752.

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)

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

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

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

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

RESOLUTION 19-53

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

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

1. The appropriate Officers of the City are authorized to execute and deliver on behalf of the City that Agreement between the City and Reliant South Construction Group, relating to the construction of the Fire Station, in the basic amount of Five Million, One Thousand, Seven Hundred Fifty Two Dollars and No Cents (\$5,001,752), in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
2. The following budget amendment (#9) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the expenditure of funds for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

CITY CLERK

DRAFT AIA Document A101™ - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« » The City of Panama City Beach, Florida, a Municipal Corporation
« » 110 South Arnold Road
« » Panama City Beach, FL 32413
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« » Reliant South Construction Group, « »
« » 230 W 5th Street
« » Panama City, FL 32401
« »

for the following Project:
(Name, location and detailed description)

« » SAMPLE « » City of Panama City Beach - New Fire Station
« »
« »

The Architect:
(Name, legal status, address and other information)

« » DAG Architects
« » 455 Harrison Avenue
« » Suite B
« » Panama City, FL 32401
« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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Doc# 1055
1279184328

Exhibit A

AGENDA ITEM #

3

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

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

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

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

(Check one of the following boxes and complete the necessary information.)

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User Notes: (178391645)

« » Not later than « » (« ») calendar days from the date of commencement of the Work.

« » By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Building, Building Site & Access Drive	365 calendar days from the date of Notice to Proceed

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~« » (\$ 5,001,752 « »)~~, subject to additions and deductions as provided in the Contract Documents.

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§ 4.2 ~~Additional Breakout Costs Alternates~~

§ 4.2.1 ~~Breakout Cost Alternates~~, if any, included in the Contract Sum:

Item	Price
Bid Option 1: Install ATS and generator systems in full	\$150,870

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

Item	Price	Conditions for Acceptance

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

Item	Price
Power Service	\$30,000
F.F.&E.	\$50,000

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

Item	Units and Limitations	Price per Unit (\$0.00)

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

« »

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

« »

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~«25th»~~ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~«10th»~~ day of the ~~«next»~~ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~«thirty»~~ (~~«30»~~) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time)

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

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

§ 5.1.6 In accordance with AIA Document A201™ - 2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

« »

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Dear Notes: [128393E45]

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

«10%»

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«Insurance and Bonds»

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

«Withhold retainage at 10% of amounts billed up to 50% of the contract amount»

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

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

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

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

« »

« »

« »

« »

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User Notes:

142839/645

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other (Specify)

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Mario Gisbert, City Manager
110 South Arnold Road
Panama City Beach, FL 32413
850-233-5100, mgisbert@pcbgov.com

« »
« »
« »
« »
« »
« »

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

Richard Dodd, P.E.
230 West 5th Street
Panama City, FL 32401

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User Note: (178)976651

850-213-5540 or cdoddd@reliantsouth.com

←→
←→

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

See Attachment A

.6 Specifications

See Attachment B

.7 Addenda, if any:

See Attachment C

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

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

☐

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

OWNER (Signature)

☐

(Printed name and title)

CONTRACTOR (Signature)

☐

(Printed name and title)

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**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 9

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2200-522.65-90	Construction in Progress Other	3,100,000.00	1,902,000.00	5,002,000.00
TO	001-0000-389.90-70	Cash Carryforward Restricted	(3,989,425.00)	(172,000.00)	(4,161,425.00)
FROM	001-8100-999.94-00	Reserves Capital Expenditures	3,600,000.00	(1,730,000.00)	1,870,000.00
		Check Adjustment Totals:	2,710,575.00	0.00	2,710,575.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

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

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

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

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

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM #

3

Exhibit B



January 16, 2019

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

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

Dear Al:

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

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

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

Sincerely,

A handwritten signature in red ink, appearing to read 'Michael E. Higdon'.

Michael E. Higdon, RA
DAG Architects

Copy: Owen Gipson

DAG architects
AA C000745
455 harrison avenue
suite b
panama city, florida
32401
p 850.387.1671
www.dagarchitects.com



(850) 215-5540 Fax: (850) 215-5570

ReliantSouth.com

CITY OF PCB

JAN 15 2018

JMA

1:37

Sealed Bid Documents

To: City Manager
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

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

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

Re: City Panama City Beach New Fire Station

*Bid
ITEM*
1B - Building AND Building Site
Add ~~\$~~ \$80,000.00
MC

• Solutions • Value • Trust •

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

00 41 00 – BID FORM

DATE: 1/15/19

BIDDER: ReliantSouth Construction Group, Inc.
230 W. 5th Street
Panama City, Florida 32401

(Each bidder will fill in bidder's name and address in space above.)

TO: **THE CITY MANAGER, CITY OF PANAMA CITY BEACH, 110 SOUTH ARNOLD ROAD, PANAMA CITY BEACH, FLORIDA 32413.**

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

INCLUDING ADDENDA NO. # 1 1/8/19, #2 1/11/19, #3 1/14/19

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

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

Three Hundred Seventy-Nine Thousand
One Hundred Nine Dollars DOLLARS \$ 379,109⁰⁰
and zero cents

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

INCLUDE ALLOWANCES AS FOLLOWS:

1. Power Service Allowance: For Gulf Power Installation of underground power feed from Nautilus Street to Pad Mounted Transformer on site. – Include \$30,000
2. FF&E Allowance: For Furniture, Fixtures and Equipment – Include \$50,000
3. FOR ALL OTHER WORK AS SHOWN REQUIRED TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS THAT IS NOT IN ALLOWANCES LISTED ABOVE AND NOT INCLUDED IN 1.A. ABOVE. THE SUM OF ITEMS B.1, B.2 & B.3:

Four Million, Three Hundred Ninety-One Thousand
Seven Hundred Seventy-three DOLLARS \$ 4,391,773⁰⁰
Dollar and zero cents

2. ALTERNATES: **None at this time.**

3. Additional Breakout Costs for special components:

A: Electrical

Base Bid: Generator system (to include wiring, pad, and all accessories) will be future furnished by others. In lieu of installing a ATS, install a 800 amp/3 pole, 22k AIC, service rated enclosed main breaker. Rough-in generator,

Richard M. Dodd, President

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

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

Richard M. Dodd or John W. Meyer

CGC052036 / CGC1508082

(Name of Holder)

(Certificate No.)

FIRM: ReliantSouth Construction Group, Inc.

BY:



(SIGNATURE)

John Meyer

(PRINTED NAME)

TITLE:

Vice President

ADDRESS:

230 W. 5th Street

Panama City, Florida 32401

CITY, STATE ZIP

PHONE #:

850-215-5540

Attachments:

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

END OF SECTION 00 41 00

00 41 01 - TRENCH SAFETY ADDENDUM

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

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

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

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

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



AUTHORIZED OFFICIAL

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program of such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

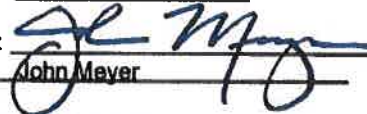
DATE: 1/15/19

COMPANY: ReliantSouth Construction Group, Inc.

ADDRESS: 230 W. 5th Street

CITY: Panama City STATE: FL ZIP CODE: 32401

TELEPHONE: 850-215-5540

SIGNATURE:  NAME
(PRINTED): John Meyer

TITLE: Vice President

END OF SECTION 00 41 02

**SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

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

2. This sworn statement is submitted by ReliantSouth Construction Group, Inc.
whose business address is 230 W. 5th Street, Panama City, Florida 32401

and (if applicable) Federal Employer Identification Number (FEIN) is 46-2605226 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

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

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

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

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

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

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

7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means
any natural person or entity organized under the laws of the state or of the United States with the legal
power to enter into a binding contract provision of goods or services let by a public entity, or which
otherwise transacts or applies to transact business with a public entity. The term "person" includes
those officers, directors, executives, partners, shareholders, employees, members, and agents who are
active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

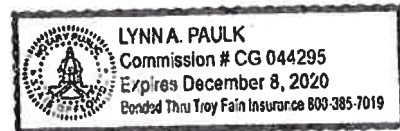
(Signature) [Handwritten Signature]
Date: 1/15/19

STATE OF FLORIDA
COUNTY OF Bay

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

Notary Public [Handwritten Signature]
Lynn A Paulk

My Commission expires: December 8, 2020



END OF SECTION 00 41 03

Attachment

ED Form 80-0014, 9/90

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions


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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT ReliantSouth Construction Group, Inc.	PR/AWARD NUMBER AND/OR PROJECT NAME City of Panama City Beach Fire Station
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE John Meyer, Vice President	
SIGNATURE 	DATE 1/15/19

ED 80-0014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

BOND # 09153484

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

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

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

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

OWNER (Name, legal status and address):

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

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

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

Panama City Beach - New Fire Station Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

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

Signed and sealed this 15 day of Jan, 2019

[Signature]
(Witness) (Seal)

[Signature]
(Witness) (Seal)

ReliantSouth Construction Group, LLC
(Principal) (Seal)

[Signature]
(Title) Vice President
Fidelity and Deposit Company of Maryland
(Surety)

George Byron Norris
(Title) George Byron Norris
Attorney-In-Fact

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311F

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

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

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

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

ATTEST:

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



By: *Dawn E. Brown*
*Assistant Secretary
Dawn E. Brown*

Gerald F. Haley
*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

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

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

Constance A. Dunn



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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MEYER, JOHN W

**RELIANT SOUTH CONSTRUCTION GROUP INC
230 W 5TH STREET
PANAMA CITY FL 32401**

LICENSE NUMBER: CGC1308082

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

AGENDA ITEM #

3



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DODD, RICHARD MICHAEL

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

LICENSE NUMBER: EGG052036

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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This is your license. It is unlawful for anyone other than the licensee to use this document.

AGENDA ITEM #

3

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

January 24, 2019

3. REQUESTED MOTION/ACTION:

Staff recommends City Council authorize the City to contract with the most responsive bidder, A & W Flooring Inc. in the amount of \$137,351.20 for the Kiddie Pool Liner Repair Project.

4. AGENDA

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)

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

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

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

RESOLUTION 19-51

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

1. BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and A&W Flooring, Inc., relating to the repair of the Aquatic Center kiddie pool liner, in the basic amount of One Hundred Thirty-Seven Thousand, Three Hundred and Fifty-One Dollars and Twenty Cents (\$137,351.20), in substantially the form of the quote attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The following budget amendment (#10) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect receipt and expenditure of funds for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: January 11, 2019

Aquatic Center Kiddie Pool Liner Repair Project

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

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

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

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

SUMMARY DESCRIPTION AND LUMP SUM PRICE:

Summary description of the products and installation proposed:

Supply and install Hirtha Materials to perform kiddie pool liner repair project
Note: A detailed description of the products to be used for the repair and replacement of the Pool Liner must be included with this Proposal, See attached REVISED PROPOSAL ESTIMATE.

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

\$ 137,351.20

Specify terms of any deposit or write "none required": 100% material deposit 50% labor upon

Name of SUPPLIER: A & W FLOORING, INC. ^{Mobilization, balance due within 30 DAYS of completion}

ADDRESS: 13351 SE 80TH STREET CITY: MORRISTON STATE: FL ZIP: 32668

EMAIL ADDRESS: molly.weger@gmail.com PHONE: 352-620-5156

Jeff Law Flooring@gmail.com 954-804-5157

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

Name	Location	Address or Email	Phone Number
<u>Lindon city Activity Pool</u>	<u>Lindon City, UT</u>	<u>100 North State ST. Lindon city, UT 84042</u>	
<u>Emery County Aquatic CTR.</u>	<u>Emery, UT</u>	<u>240 800 N. Castle Dale, UTAH 84513</u>	
<u>Treasure Family YMCA</u>	<u>Caldwell, ID</u>	<u>3720 Indiana Ave Caldwell, IDAHO 83605</u>	

SIGNATURE -- (Confirming all information above is correct)

Print Name: Molly Weger

and Print Title SECRETARY / TREASURER

Exhibit A

AGENDA ITEM #

4

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 10.

FUND	AQUATIC CENTER ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	403-0000-389.90-10	Cash Carryforward Unrestricted	(306,930.00)	(75,332.00)	(382,262.00)
TO	403-0000-572.63-10	Improvements	93,500.00	44,500.00	138,000.00
FROM	403-0000-999.96-00	Reserves Available for Expenditures	210,122.00	30,832.00	240,954.00
		Check Adjustment Totals:	(3,308.00)	0.00	(3,308.00)

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

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

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM #

4

Exhibit B

**CITY OF PANAMA CITY BEACH
 BID TABULATION**

Bidder	Address	Information	Price
A & W Flooring	13351 SE 80 th Street Morrison, FL 32668	100% material deposit; 50% labor upon mobilization; Balance due within 30 days of completion	\$137,351.20

AGENDA ITEM # 4



Dade CC#96BS00064 Broward CC#97-8638-TM-X Palm Beach CC#U-18355

January 11, 2019

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

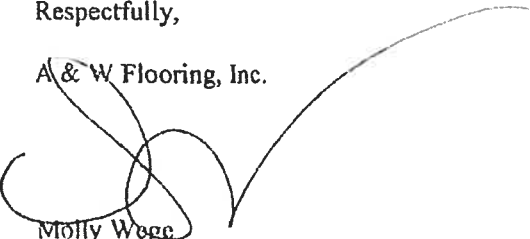
Re: Aquatic Center Kiddie Pool Liner Repair Project-Revised 1-4-2019

Good Afternoon:

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

Respectfully,

A & W Flooring, Inc.



Molly Wege
Secretary/Treasurer
A & W Flooring, Inc.

A & W Flooring, Inc. 13351 SE 80th Street, Morriston, Florida 32668
(352) 620-5156 Office email: mollywege@gmail.com (954) 804-5157 Cellular

AGENDA ITEM # 4



A & W FLOORING, INC.
 13351 SE 80th Street
 Morriston, Florida 32668-5027

Phone # (352) 620-5156
 Fax # (352) 528-0028

ESTIMATE

Date	Estimate#
1/11/2019	1503

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

Job# and Project Location	Purchase Order#	Account #	
Kiddie Pool Repair		PCB101	
Description	Qty	Rate	Total
PANAMA CITY BEACH AQUATIC CENTER KIDDIE POOL LINER REPAIR PROJECT, CITY OF PANAMA CITY BEACH, FLORIDA FRANK BROWN AQUATIC CENTER - 16200 Panama City Beach Parkway, Panama City Beach, Florida 32413 ***REVISED ESTIMATE*** Per the Panama City Beach Aquatic Center Kiddie Pool Liner Repair Project Bid Document, A & W Flooring, Inc. shall provide all necessary materials by Myrtha Pools, to complete the membrane replaccment for the Kiddie Pool. Materials to include: Smooth Light Blue Evolution Membrane, Antiskid Light Blue Evolution Membrane, Soft Floor for Zero Entry, White PVC Wall Coping, All Associated Chemicals and Cleaners, New Floor Return Gaskets & Sealing Rings. Price to remove existing liner and installation of new liner materials as specified above. Price includes removal of existing play features, and reinstallation of play features upon completion of new liner installation. Installation of two (2) new play features to be bolted only, and will not need to be hooked up to any existing pump systems, features to be provided by City . City to provide Roll Off Dumpster for old liner and trash supplies. Price includes removal of all waste materials to dumpster pertaining to liner repair. Price includes Mobilization and all Labor to complete Liner Repair. Terms & Conditions:	1	37,171.20	37,171.20
	1	100,180.00	100,180.00

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

Subtotal
Sales Tax (0.0%)
Total

Signature



A & W FLOORING, INC.

**13351 SE 80th Street
Morriston, Florida 32668-5027**

Phone # (352) 620-5156
Fax # (352) 528-0028

ESTIMATE

Date	Estimate#
1/11/2019	1503

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

Job# and Project Location	Purchase Order#	Account #	
Kiddie Pool Repair		PCB101	
Description	Qty	Rate	Total
<p>1. 100% Deposit required for materials prior to shipping. A further payment of 50% Labor is due upon mobilization. The Balance of 50% Labor is due within the 30 days of receipt of date invoice is submitted to: cjoyner@pcb.gov.com. Payments should be issued to A & W Flooring, Inc. at this address listed on this estimate.</p> <p>2. Prices are valid for 90 days after quotation</p> <p>3. This proposal details the scope of work included in the above price. If any conditions are found upon commencement of the work requiring additional repairs, ie underneath the liner, work will stop until such time that the owner has been notified of the additional work required, and has been provided with and agreed to the cost for the additional materials and labor necessary to complete the work.</p> <p>4. Demo, civil works, site works, excavation & hauling, concrete works, sealing, backfill, deck construction, coping, electrical works, grounding works, mechanical works, and commissioning works are not included in this price, unless specifically noted.</p> <p>5. Pool drainage to be done by City</p> <p>6. Project Repair date of March 24, 2019 will be contingent upon all materials are shipped and on jobsite, and weather is not a factor of delay, otherwise a possible date change could be required. A & W Flooring, Inc. will not be responsible for liquidated damages of \$300.00 per day thereafter if a delay in completion presents.</p> <p>7. Any permitting required is the responsibility of others, not A & W Flooring, Inc. (under new general specifications (I) city permits are not required. Items not specifically included in the referenced quotation are not included in the Net Sell Price.</p> <p>8. After review of updated General Specifications dated 1-3-2019, there were no significant changes to these specifications. A courtesy discount has been applied.</p>			

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

Subtotal
Sales Tax (0.0%)
Total

Signature



A & W FLOORING, INC.

13351 SE 80th Street
Morrison, Florida 32668-5027

Phone # (352) 620-5156
Fax # (352) 528-0028

ESTIMATE

Date	Estimate#
1/11/2019	1503

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

Job# and Project Location	Purchase Order#	Account #	
Kiddie Pool Repair		PCB101	
Description	Qty	Rate	Total
9. A & W Flooring, Inc. will issue a one (1) year warranty on labor and workmanship from April 1, 2019. Materials Warranty to be provided by Myrtha Pools, USA, and will come with a new 10 year manufacturer's warranty for the membrane.			

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

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

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

Signature _____