

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: August 24, 2017
MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- COUNCILMAN SOLIS
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN SOLIS
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE REGULAR MINUTES OF JULY 27, 2017.
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PUBLIC COMMENTS-REGULAR & CONSENT ITEMS ONLY (Limited to Three Minutes)
- VIII. CONSENT AGENDA
 - 1 **"NATIONAL DAYS OF PRAYER AND REMEMBRANCE" AND "PATRIOT DAY" PROCLAMATION.** *"A Proclamation designating September 8-10, 2017 as "National Days of Prayer and Remembrance" and September 11, 2017 as "Patriot Day", and directing that the flags be lowered to half-staff on September 11, 2017 with a moment of silence at 7:46 A.M.*
 - 2 **RESOLUTION 17-129, BID AWARD- LANDSCAPE MAINTENANCE SERVICES, CITY MAIN CAMPUS.** *"A Resolution of the City of Panama City Beach, Florida, approving an Agreement with GCC Landscape Management Co. in the annual amount of \$30,664 for Landscape Maintenance Services of the City's Main Campus; and providing an immediately effective date."*
 - 3 **RESOLUTION 17-130, SHADDAI SHRINE TEMPLE FALL CEREMONIAL PARADE ROAD USAGE.** *"A Resolution of the City of Panama City Beach, Florida, authorizing careful traffic control and extraordinary use of a portion of Front Beach Road (US 98) to permit the Shaddai Shrine Temple Fall Ceremonial Parade on the morning of Saturday, October 14, 2017; and providing an immediately effective date."*
- IX. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	ML	ORDINANCE 1425, AMENDING LDC REGARDING OUTDOOR DISPLAYS, 2ND READING, <u>PUBLIC HEARING</u> AND ADOPTION.
2	JP	RESOLUTION 17-122, PIER BEACHFRONT LEASE RENEWAL AND MODIFICATION.
3	MG	RESOLUTION 17-128, BUDGET AMENDMENT #50 FOR YEAR END HOUSEKEEPING.
4	AS	RESOLUTION 17-131, BID AWARD- SEWER CONTINUING SERVICES.

- 5 AS APPROVE ADDITION OF ONE F/T WASTEWATER TREATMENT PLANT OPERATOR AND ELIMINATE A PERMANENT P/T POSITION.
- 6 MT PUBLIC COMMENTS (LIMITED TO THREE MINUTES)
- 7 AM ATTORNEY REPORT.
- 8 MG CITY MANAGER REPORT.
- 9 MT COUNCIL COMMENTS.
- 10 MT ADJOURN.


The Special Meeting for the Budget Workshop for the General Fund will begin immediately at the adjournment of this meeting.

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

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

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

I certify that the Council members listed above have been contacted and made aware of the items on this agenda.


 Deputy City Clerk 8/21/17
 Date


 Deputy City Clerk 8/21/17
 Date

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

E-mailed and/or Faxed to following interested parties on: 8/22/17, 1 P.M.

NEWS MEDIA

News Herald
 Bullet
 Channel 4
 Channel 7
 Channel 13
 Comcast
 WOW
 WKGC
 WLTG
 Clear Channel
 Powell Broadcasting

CONTACT

John Henderson
 Linda Lucas
 Ryan Rodig
 Jeremy Pate
 Ken McVay
 Stefanie Bowden
 Cil Schnitker
 Emily Balazs
 A. D. Whitehurst
 Crystal Presley
 Jeff Storey, GM

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER "AGENDA INFORMATION". THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

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

CONSENT ITEM

1



~Proclamation~

A PROCLAMATION DESIGNATING SEPTEMBER 8-10, 2017

AS

“NATIONAL DAYS OF PRAYER AND REMEMBRANCE”
AND SEPTEMBER 11, 2017

AS

“PATRIOT DAY”
IN PANAMA CITY BEACH

WHEREAS, Americans will always remember the terrible events and violent cruelty of September 11, 2001. We will always honor the many innocent lives that were lost and never forget the heroism of the passengers, first responders, and others on that day. During this year’s National Days of Prayer and Remembrance, we pay tribute to the memory of those taken from us in the terrorist attacks in New York, Pennsylvania, and at the Pentagon; and

WHEREAS, we pray for the families left behind who continue to inspire us through their steadfast character, courage, and determination. In the face of these unspeakable attacks, we were reminded that the great strength of America is found in the hearts and souls of our citizens; and

WHEREAS, never forgetting that terrible day, we remain determined to bring our enemies to justice, defy the terrorists’ ideology of hate, and work to make our world safer. We honor the members of our Armed Forces who died while taking the fight to our adversaries, and we are grateful for those who continue to protect our Nation and our way of life; and

WHEREAS, the war that began for American on September 11, 2001 continues to call upon the courage of our men and women in uniform and the perseverance of our citizens. The past fifteen years have brought many challenges and sacrifices, yet we have much reason to be thankful and hopeful about the future.

NOW, THEREFORE, the City Council of the City of Panama City Beach calls upon all citizens of Panama City Beach to observe September 8-10, 2017 as “National Days of Prayer and Remembrance” and September 11, 2017 as “Patriot Day” and asks that the citizens and places of worship mark these days with memorial services and other appropriate ceremonies. The Council calls upon all citizens to observe Patriot Day by displaying the flag at half-staff from their homes and businesses that day, with a moment of silence at 7:46 A.M.

Mayor Mike Thomas

Councilman John Reichard
Ward 1

Councilman Phil Chester
Ward 2

Vice-Mayor Josie Strange
Ward 3



Councilman Hector Solis
Ward 4

CONSENT
AGENDA ITEM # 1

CONSENT ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Paul Casto

2. MEETING DATE:

8/24/2017

3. REQUESTED MOTION/ACTION:

Approve the Landscape Maintenance Services agreement for the City Main Campus with GCC Landscape Management Co. in the amount not to exceed \$30,664.00 per year.

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 landscape maintenance warranty period for the City campus expires on September 30, 2017. Staff was tasked with soliciting bids for Landscaping Maintenance Services for the City's Main Campus Block.

A solicitation for Landscape Maintenance Service bids was publicly advertised on July 13, 2017 and July 20, 2017 and six bidders responded. All but two bidders were deemed responsive. Staff has reviewed the bids, and the apparent responsive low bidder was GCC Landscape Maintenance Co. for \$30,664.00 per year. This is a two (2) year contract with an option to extend it for another one (1) year.

We anticipated the landscape services to be budgeted in FY 17/18. This contract, if approved, will be awarded October 1, 2017.

Attached is a copy of the bid tabulation, draft agreement, and notice of award.

RESOLUTION 17-129

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GCC LANDSCAPE MANAGEMENT CO. IN THE ANNUAL AMOUNT OF \$30,664 FOR LANDSCAPE MAINTENANCE SERVICES FOR THE CITY'S MAIN CAMPUS; 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 GCC Landscape Management Co., relating to landscape maintenance services for the City's main campus in the basic annual amount of Thirty Thousand Six Hundred Sixty Four Dollars (\$30,664), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

BIDDER	ADDRESS	Bid Bond	Public Entity Crimes	Drug Free	Insurance	Add #1	ADD #2	Add #3	Add #4	LUMP SUM TOTAL
U. S. Lawns	3004 Minnesota Ave. Lynn Haven, FL 32444 adam.cantrell@uslawns.net			X	X					\$26,880.00
GCC Landscape Management Co. 850-960-3122	P. O. Box 19035 Panama City, FL 32417 gcclandscapeco@gmail.com	X	X	X	X	X	X	X	X	\$30,664.00
Lawnsapes, Inc. 850-763-2975	3209 N. Highway 231 Panama City, Florida 32405 robin@lawnsapesofbc.com	X	X	X	X	X	X	X	X	\$33,720.00
BrightView Landscape 850-622-6280	148 Shannon Lane Santa Rosa Beach, FL 32459 craig.huston@brightview.com	X	X	X	X	X	X	X	X	\$43,302.00
Herbafex 850-381-3584	17799 Ashley Drive Panama City Beach, FL 32413 allison@herbafex.com	X	X	X	X	X	X	X	X	\$47,904.00
Grass Cutters 850-230-0575	8317 Front Beach Road Panama City Beach, FL 32407 grasscutters0575@aol.com	X	X	X	X	X	X			\$71,568.00

X -Means that mandatory Items were included in Bid submittals

PANAMA CITY BEACH – “LANDSCAPE MAINTENANCE SERVICES - CITY MAIN CAMPUS”

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2017 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and GCC Landscape Management Co., doing business as a corporation, having a business address of 1000 Jackson Way, Unit 11, Panama City, FL. 32405 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the "**LANDSCAPE MAINTENANCE SERVICES of the City Main Campus**", located at 110 South Arnold Road, Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

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

AGREEMENT

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CONSENT
AGENDA ITEM # _____

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OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement. **The agreement shall be for a term of two (2) years commencing October 1, 2017. The City of Panama City Beach will reserve the right to extend the Agreement upon the same terms and conditions for an additional one (1) year period.**

3. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$30,664.00 per year as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

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

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00040	GENERAL TERMS AND CONDITIONS
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	DRUG FREE WORKPLACE
Section 00097	PUBLIC ENTITY CRIMES

AGREEMENT

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CONSENT
AGENDA ITEM # 2

Section 00099 CERTIFICATE OF INSURANCE

Section 01010 SUMMARY OF WORK

ADDENDA :

No. 01, dated July 18, 2017

No. 02, dated July 27, 2017

No. 03, dated August 2, 2017

No. 04, dated August 2, 2017

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

5. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. This Agreement shall be governed by the laws of the State of Florida.
8. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

110 South Arnold Road

Panama City Beach, FL 32413

AGREEMENT

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CONSENT
AGENDA ITEM #

2

ATTENTION: Mario Gisbert, City Manager
Fax No.: (850) 233-5108

If to Contractor:

GCC Landscape Management Co.
1000 Jackson Way, Unit 11
Panama City, FL. 32405
ATTENTION: Joshua Leb
Fax No.: _____

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

9. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
10. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
11. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
12. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural.

The term "including" is not limiting, and the terms "hereof", "herein",

AGREEMENT

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CONSENT
AGENDA ITEM # 2

"hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

13. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Paul Casto, Public Works Director.

14. **INSURANCE - BASIC COVERAGES REQUIRED**

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but

AGREEMENT

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CONSENT
AGENDA ITEM # 2

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

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAGE

AGREEMENT

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CONSENT
AGENDA ITEM #

2

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

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than two (2) years following OWNER'S final acceptance of the project.

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
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EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in

AGREEMENT

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CONSENT
AGENDA ITEM #

2

continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$3,000,000, each occurrence and aggregate as required by OWNER.

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: Mario Gisbert
(Please type)

TITLE: City Manager

ATTEST:

CONTRACTOR:

BY: _____

NAME: _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: _____

[END OF SECTION 00050]

AGREEMENT

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CONSENT
AGENDA ITEM #

2

PANAMA CITY BEACH – “LANDSCAPE MAINTENANCE SERVICES - CITY MAIN CAMPUS”

SECTION 00080

NOTICE OF AWARD

TO: GCC Landscape Management Co.
1000 Jackson Way, Unit 11
Panama City, Fl. 32408

PROJECT DESCRIPTION:

**PANAMA CITY BEACH
“LANDSCAPE MAINTENANCE SERVICES – CITY MAIN CAMPUS ”**

The City of Panama City Beach (“City”) has considered the BID submitted by you for the above described Project in response to its Advertisement for Bids dated July 13 and 20, 2017.

You are hereby notified that your Bid in the amount of \$30,664.00 per year has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (with the required Certificates of Insurance) shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, together with the required Certificates of Insurance within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned and as a forfeiture of your Bid Deposit. The City will be entitled to all other rights and remedies as may be available to it at law.

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

Dated this ____ day of _____, 2017.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

NOTICE OF AWARD

00080-1

CONSENT
AGENDA ITEM # 2

CITY OF PANAMA CITY BEACH
Owner

By _____

Name: Mario Gisbert

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20____.

Name _____

Title _____

[END OF SECTION 00080]

NOTICE OF AWARD

00080-2

CONSENT
AGENDA ITEM # 2

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
AUGUST 24, 2017

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 17-130 for careful traffic control and extraordinary usage on portions of Front Beach Road from Nautilus Street west to Powell Adams Road intersection.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<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)

The Shaddai Shrine Temple Fall Ceremonial Parade will be held on Saturday, October 14, 2017.

The event necessitates careful traffic control and extraordinary usage of Front Beach Road from Nautilus Street west to Powell Adams Road.

Staff recommends approval.

RESOLUTION 17-130

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF A PORTION OF FRONT BEACH ROAD (U.S. 98) TO PERMIT THE SHADDAI SHRINE TEMPLE FALL CEREMONIAL PARADE ON THE MORNING OF SATURDAY, OCTOBER 14, 2017; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Shaddai Shrine Temple Fall Ceremonial Parade (the "Event") is scheduled to be held on Saturday, October 14, 2017 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of certain sections of Front Beach Road (U.S. Highway 98A) within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 8:00 A.M. and 11:00 A.M., on Saturday, October 14 2017, all vehicular traffic on Nautilus Street southbound, and Front Beach Road (US Hwy 98A) from Nautilus Street west to Powell Adams Road shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 24th day of August, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

Resolution 17-130

CONSENT
AGENDA ITEM #

3



August 10, 2017

City Manager, Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

Dear Sir:

On the 13th and 14th of October 2017, Shaddai Shriners are having their Fall Ceremonial which brings in new members. Each year, on the Saturday of this function, we have a parade on Panama City Beach down Front Beach Road.

We have 13 Shrine Centers from the Southeast Region participating in the parade and patronizing beach businesses that weekend.

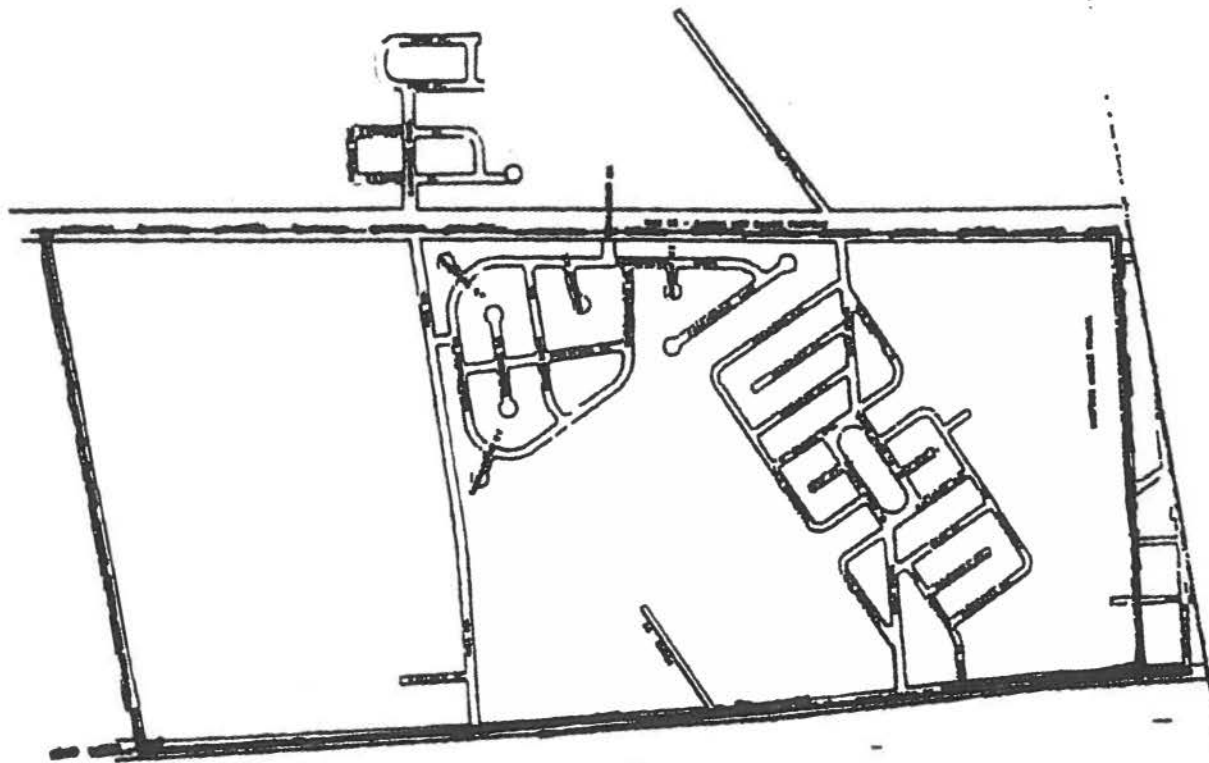
We would like to request a Saturday, October 14th road closure for our parade. Our line up would begin at Nautilus Street and travel West on Front Beach Road to end at Powell Adams Road. The times would be: Line up at 8:30-9:00 a.m. down Nautilus Street, and step off @ 10:00 a.m.

If you have any questions, please contact the office at 850-769-8303, or Bill Castor Jr. at 850-832-4382.

Respectfully submitted,

David McMillan
Potentate

CONSENT
AGENDA ITEM # 3



--- DETOUR ROUTE
— PARADE ROUTE.

CONSENT
AGENDA ITEM #

3

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

August 24, 2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council adopt at 2nd reading the ordinance regulating outdoor display areas for commercial properties.

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)

This issue was mentioned at the City Council - Planning Board workshop. Section 7.02.03.G and Tables 7.02.03.F & G of the Land Development Code establishes a limited number and type of front yard displays. However, most commercial businesses along Front Beach Road have outdoor display areas such as floats, propane tanks, shirts, drink machines, atms. . etc. Section 7.02.03 of the LDC could be amended to permit a limited amount of outdoor display. This issue has mostly been a problem along Front Beach Road, South Thomas Drive and Thomas Drive.

In sum, the proposed ordinance provides that:

1. Outdoor display areas shall be limited to 20% (the City Council stated a preference of 40%) of Building Frontage of the Premises (rounded up to the next 10);
2. Building Frontages of 200 linear feet or greater are permitted to have two display areas which sum will not exceed that allowed for the Building Frontage;
3. If a Building Frontage contains more than one establishment, each establishment will be calculated independently.

The Planning Board considered this issue at their March 13, 2017 meeting. The City Council approved first reading of the Ordinance on July 13, 2017. A public hearing has been timely published for the City to consider second reading and adoption of the Ordinance on August 24, 2017.

ORDINANCE NO. 1425

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO COMMERCIAL USE OF FRONT YARDS IN THE FRONT BEACH OVERLAY DISTRICT; PROVIDING THAT OUTDOOR DISPLAY AREAS SHALL BE LIMITED TO 40% OF THE BUILDING FRONTAGE; PROVIDING ACCOMMODATIONS FOR LARGE BUILDINGS AND BUILDINGS CONTAINING MULTIPLE BUSINESS ESTABLISHMENTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, many commercial businesses along Front Beach Road have outdoor display areas, and

WHEREAS, the Council finds that the size of outdoor display areas should be limited to balance the desire of the businesses to advertise their wares and the desire of the City to see the businesses in Front Beach Road tourist corridor operated in a neat and uncluttered manner.

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

SECTION 1. From and after the effective date of this ordinance, Section 5.04.06 of the Land Development Code of the City of Panama City Beach related to Supplemental Uses, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

5.04.06 Commercial Use of Front Yards.

All or a portion of privately owned *Front Yards* may be used for dining areas or other commercial activities in the FBO districts subject to supplemental use approval and compliance with the following conditions:

- A. The *Use* complies with applicable design requirements in the district;
- B. The *Use* is limited to the hours of operations of the business in the principal structure, with all displays and stands being moved indoors nightly;
- C. The *Use* will not interfere with pedestrian movement along public sidewalks;
- D. The *Use* will not create a traffic hazard or interfere with transit service;
- E. The *Use* will not interfere with the *Use*, enjoyment or operations of adjacent properties; ~~and~~
- F. **An Outdoor display area shall be limited to 40% of Building Frontage of the Premises. Building Frontages of 200 linear feet or greater are permitted to have two display areas the sum of which will**

Ordinance 1425

Page 1 of 3

not exceed the maximum percentage allowed for the Building Frontage. If a Building Frontage contains more than one establishment, each establishment will be calculated independently.

G. The approval shall be valid for one year and shall automatically be renewed unless the City finds evidence of repeated or intentional failure to maintain one or more of the conditions of approval. If such evidence is presented, then the approval may only be extended following a hearing following submission of a credible plan to correct such failures and maintain compliance with such conditions.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 20__.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 20__.

MAYOR

Ordinance 1425

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AGENDA ITEM # 1

Published in the _____ on the ____ day of _____, 2017.

Posted on pcbgov.com on the ____ day of _____, 2017.

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
PIER/JIM PONEK

2. MEETING DATE:
AUGUST 24, 2017

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION EXTENDING AND AMENDING BEACHFRONT LEASE WITH COASTAL PARASAIL

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)
IN JUNE 2010, THE CITY ENTERED A BEACHFRONT LEASE AGREEMENT WITH COASTAL PARASAIL, REGARDING THE RENTAL AND USE OF THE SNACK BAR, TACKLE AND BAIT SHOP, KIOSKS, AND CONCESSION DECK. THAT LEASE CONTEMPLATED RENEWALS OVER A TEN YEAR PERIOD, AND WAS RENEWED IN SEPTEMBER 2012 FOR A FIVE YEAR PERIOD.

STAFF RECOMMENDS RENEWING THE LEASE NOW FOR A FINAL THREE YEAR TERM.

IF APPROVED, THE LEASE RENEWAL WILL ALSO MODIFY THE LEASE TO ALLOW THE TENANT'S PAYMENT OF ADDITIONAL RENT BY THE TWENTIETH DAY OF EACH MONTH, AND CLARIFY THE TENANTS RESPONSIBILITY TO REPAIR OR OTHERWISE MAINTAIN THE KIOSKS LOCATED IN THE LEASED PREMISES IN GOOD CONDITION.

AT THE CONCLUSION OF THE THREE YEAR TERM (SEPTEMBER 30, 2020), THE CITY WILL NEED TO TAKE OVER OPERATIONS OF THE LEASED PREMISES, OR SOLICIT THE PROVISION OF THESE SERVICES BY A COMPETENT THIRD PARTY.

RESOLUTION 17-122

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT RENEWING AND AMENDING THE CITY'S LEASE WITH COASTAL PARASAIL, INC., OF THE KIOSKS, SNACK BAR, DINING AREA, TACKLE AND BAIT SHOP AT RUSSELL FIELD PIER; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Extension and Second Amendment to Beachfront Lease Agreement between the City and Coastal Parasail, Inc., relating to the operation and use of the Kiosks, Snack Bar, Dining Area, Tackle and Bait Shop at Russell Field Pier, providing for extension of the lease for a term of three years and amending the date by which the monthly payment of Additional Rent shall be made; all in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

**EXTENSION AND SECOND AMENDMENT TO
BEACHFRONT LEASE AGREEMENT**

THIS EXTENSION AND SECOND AMENDMENT (the "Amendment") to that certain Beachfront Lease Agreement entered into by the City of Panama City Beach (the "City") and Coastal Parasail, Inc. (the "Tenant") on June 24, 2010 and recorded in the Official Records of Bay County at Book 3316 Pages 1463-1510 (the "Beachfront Lease") is made and executed as of September _____, 2017, by and between the City and the Tenant.

1. **Extension – Section 2.03 Term.** Pursuant to Section 2.03 of the Beachfront Lease, the parties agree to extend the term for a period of three (3) years beginning on the effective date of October 1, 2017 and ending on September 30, 2020.

2. **Additional Rent Due – Section 2.04 Rent.** Section 2.04 (B) is amended to read as follows (~~struckthrough~~ removed and underlined added):
 - (B) In addition to the Base Rent, Tenant shall pay Additional Rent (determined on the basis of sales made during the previous calendar month) to the City on the twentieth ~~fifteenth~~ day of each month. Additional Rent shall be due and payable beginning on the twentieth ~~fifteenth~~ day of the first full calendar month following the Effective Date and on the twentieth ~~fifteenth~~ day of each and every month thereafter throughout the Term (and on the fifteenth day of the month following the termination hereof) and shall be paid without demand, set off or deduction to the city. At the time Additional Rent is due, Tenant shall tender to the City in a form satisfactory to the City Manager an account of all business transactions conducted pursuant to this Beachfront Lease during the preceding month, setting forth in particular the Gross Sales for said month. Within ninety (90) days following the end of each calendar year in which this Beachfront Lease was in effect, Tenant shall submit to the City in a form satisfactory to the City Manager a detailed, certified statement of Gross Sales generated by Tenant under this Beachfront Lease prepared by an independent CPA firm. Should payments made to the City during the year be less than required by the percentage of Gross Sales provision as set out in this Beachfront Lease, such shortage will be paid by check accompanying the statement.

3. **Kiosks – Section 4.01 Tenant's Duty to Repair.** Section 4.01 is amended to read as follows (~~struckthrough~~ removed and underlined added):
 - (A) Except for repair required of the City in Section 4.03 hereof, Tenant shall keep and maintain in good order, condition, repair and in an attractive appearance, and make such replacements and restorations as are required to the Leased Premises and Kiosks, every part thereof and every appurtenance thereto, including, but without limitation, the exterior and interior portion of all doors, door frames, door checks, windows, window frames, plate glass, store front, all plumbing and sewage facilities within the Leased Premises including free flow up to the main sewer lateral north of the deck sidewalk and all potable piping and connections serving the Leased Premises beginning at the discharge

connection of the water meter location north of the deck sidewalk, fixtures, heating and air conditional and electrical systems (whether or not located in the Leased Premises), sprinkler systems, if any, walls, floors and ceiling, meters applicable to the Leased Premises or Kiosks, exterior and interior signage, and all installations made by Tenant under the terms of this Beachfront Lease.

- (B) Tenant shall keep and maintain the Leased Premises and Kiosks in a clean, neat, sanitary and safe condition and in accordance with all required rules and regulations of the governmental agencies having jurisdictions of the Leased Premises and Kiosks and of Tenant and the City with respect to the Leased Premises and Kiosks, and Tenant shall comply with, and maintain the Leased Premises and Kiosks in compliance with all requirements of law, by statute, ordinance or otherwise, affecting the Leased Premises and the appurtenances thereto.
- (C) ~~(D)~~ Tenant shall, at its expense, keep, maintain and repair all furniture, fixtures and equipment in the Leased Premises and Kiosks, including all equipment belonging to the City, in a good working order and safe, sanitary, neat, clean and in an attractive condition, and if necessary replace the same at its expense.
- (D) ~~(E)~~ In addition, and in consideration of the benefits of this Beachfront Lease, the Tenant shall keep the entire Concession Deck in a neat, clean and sanitary condition, free of trash, garbage and litter.
- (E) ~~(F)~~ In addition, and in consideration of the benefits of this Beachfront Lease, the Tenant shall keep the entire Beachfront Property in a neat, clean and sanitary condition, free of trash, garbage, litter, dog feces and man-made, nighttime obstructions to nesting sea turtles. Tenant shall not be required to remove seaweed from the Beachfront Property.
- (F) ~~(G)~~ If Tenant fails to commence and to complete repairs, replacements, cleaning or other obligations set forth in this Section, promptly and adequately after written notice from City, City may, but shall not be required to, make and complete said repairs or other obligations and Tenant shall promptly pay the cost thereof upon demand by City.

Remainder of Terms. All terms of the Beachfront Lease remain unchanged and in full force and effect unless specifically amended or modified herein.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the City Council of the City of Panama City Beach, Florida, has caused this Amendment to be executed and delivered as of the date and year first above written.

**CITY OF PANAMA CITY BEACH,
FLORIDA**

By: _____
Mario Gisbert
City Manager

By: _____
Mike Thomas
Mayor

ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by Mario Gisbert, Mike Thomas, and _____, as City Manager, Mayor and Clerk of the City of Panama City Beach, Florida. Each person is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this ____ day of _____, 2017.

Notary Public
State of Florida

My commission expires _____

IN WITNESS WHEREOF, Coastal Parasail, Inc. has caused this Beachfront Lease to be executed and delivered as of the day and year first above written.

Coastal Parasail, Inc.

By: _____

Adris Pender, President

ATTEST:

Secretary

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by Adris Pender and Adris Pender, as President and Secretary of Coastal Parasail, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

WITNESS my hand and official seal, this ____ day of _____, 2017.

Notary Public
State of Florida

My commission expires _____

AGENDA ITEM # 2

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration / Holly White, Finance

2. MEETING DATE:

August 24, 2017

3. REQUESTED MOTION/ACTION:

Staff recommends approval of budget amendment #50

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)

Although staff may reallocate line items within a department's budget, any changes to the overall bottom line of an individual department's budget must be approved by the City Council. The attached budget amendment #50 reallocates funds from those departments with budgeted excesses to those departments with projected shortfalls. Additionally, staff is requesting the re-appropriation of funds from FY 2016 to FY 2017 necessary as a result of construction timing differences. Several projects originally included in the FY 2016 budget proceeded at a pace slower than anticipated in the budget process resulting in a "shifting" of both cash carry forward and expenditures from FY 2016 to FY 2017. The overall costs of the projects were unchanged but the split between years was different than estimated necessitating an adjustment. General Fund reserves are unchanged as a result of this budget amendment.

Staff requests approval of BA #50.

RESOLUTION 17-128

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT TO REALLOCATE AND RE-APPROPRIATE FUNDS AMONG DEPARTMENTS; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, as the City approaches the end of the fiscal year, staff finds it necessary and appropriate to "true-up" department budgets to reflect expenditures both made and unmade; and

WHEREAS, staff is requesting the re-allocation of funds from departments with budget excesses to those with projected shortfalls, and the re-appropriation of funds necessary as a result of construction timing; and

WHEREAS, changes to bottom line of a department's budget requires Council approval.

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

1. The following budget amendment (# 50) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit A, for the purposes stated herein.
2. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of August, 2017.

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

CITY CLERK

Resolution 17-128

AGENDA ITEM # 3

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

No. BA # 50

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-0000-389.90-70	Cash Carry Forward Unrestricted	(13,812,175.00)	(1,139,290.00)	(14,951,465.00)
FROM	001-1300-513.46-50	Repairs and Maintenance Other	28,000.00	(16,000.00)	12,000.00
FROM	001-1300-513.12-10	Salaries Regular	483,000.00	(10,000.00)	473,000.00
FROM	001-1300-513.60-10	Capital Outlay < \$5,000	15,602.00	(5,602.00)	10,000.00
TO	001-1400-514.31-10	Professional Services Legal	400,000.00	100,000.00	500,000.00
TO	001-1500-515.65-90	Construction in Progress	65,210.00	12,790.00	78,000.00
FROM	001-2101-521.21-20	Retirement Sworn	656,102.00	(56,102.00)	600,000.00
FROM	001-2101-521.23-10	Health Insurance	504,160.00	(17,714.00)	486,446.00
FROM	001-2101-521.46-50	Repairs and Maintenance Other	275,000.00	(25,000.00)	250,000.00
FROM	001-2101-521.52-20	Fuel, Oil and Lubricants	220,000.00	(10,000.00)	210,000.00
FROM	001-2101-521.60-10	Capital Outlay < \$5,000	221,148.00	(11,148.00)	210,000.00
FROM	001-2200-522.22-10	Retirement	338,884.00	(63,884.00)	275,000.00
TO	001-2400-524.34-10	Other Contractual Services	288,000.00	32,000.00	320,000.00
TO	001-2400-524.52-80	Plan Review Costs	80,000.00	70,000.00	150,000.00
TO	001-2400-524.65-90	Construction in Progress	279,000.00	66,500.00	345,500.00
TO	001-4100-541.65-85	CIP-Pier Park Drive Extension (Bay Parkway)	600,000.00	1,060,000.00	1,660,000.00
TO	001-7100-571.46-50	Repairs and Maintenance Other	32,550.00	13,450.00	46,000.00
			0.00	0.00	0.00
		Check Adjustment Totals:	(9,325,519.00)	0.00	(9,325,519.00)

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reallocate current year appropriations to shift funds from departments with excess budgeted funds to departments with projected shortfalls

To reappropriate funds from FY 2016 related to Bay Parkway and Public Services Building- timing of construction

No change to General Fund reserves

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE

_____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM # 2
Exhibit A

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

August 24, 2017

3. REQUESTED MOTION/ACTION:

Approve the proposed continuing Agreement with Ric-Man Construction for the Sewer Rehabilitation Project FY 17/18.

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)

Portions of the City gravity sewer system are aging to the point they require maintenance in order to keep them functioning properly and minimize any groundwater/stormwater intrusion. City staff has identified several target areas and prepared bid documents for a multi-year effort to provide cleaning, television inspection and various repair techniques to address any issues found during the inspection phase. These areas primarily include, but are not limited to, the Bay Point, Woodlawn, and Colony Club subdivisions and portions of Front Beach Road. Staff advertised for bids and eight (8) bidders responded. Staff reviewed the bid documents and recommends that the continuing contract be awarded to the lowest responsive bidder, Ric-Man Construction FL, Inc. This is a unit price continuing contract with an initial 1-year term with 2 potential one (1) year renewals.

City staff is proposing \$2 Million be included in the FY 2018 budget for the first year of this effort. Bids for the work were received on August 15, 2017 and a tabulation of responsive bidders is attached. The dollar amount used as the basis of award is the cost that could be incurred during the the three year program if all proposed unit price work is completed. Attached is a draft copy of the Agreement that includes Unit Prices for each work item (Exhibit A). No work will be initiated until the FY 2018 budget is approved by the City Council. Subsequent Work Authorizations to Ric-Man Construction will be prepared by staff and executed by the City Manager. Total fiscal year expenditures via Work Authorizations will not exceed the budget amount proposed by staff and approved by the City Council each year.

WHY - To allow the City Manager to enter into a Unit Price continuing Agreement with Ric-Man Construction for work at the specified Unit Prices beginning in FY 2018.

WHAT - To allow for rehabilitation of the older portions of the City gravity sewer system to keep it in good service condition.

RESOLUTION 17-131

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A UNIT PRICE, CONTINUING AGREEMENT WITH RIC-MAN CONSTRUCTION FLORIDA, INC. FOR SEWER REHABILITATION PROJECT – FY 17/18; 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 Ric-Man Construction Florida, Inc., relating to sewer rehabilitation project – FY 17/18 throughout the City’s utility service area in accordance with the Unit Prices set forth in Exhibit A to the Agreement, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

Resolution 17-131

AGENDA ITEM # _____

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BID TABULATION
SEWER REHABILITATION PROJECT
CITY OF PANAMA CITY BEACH, FLORIDA

August 15, 2017

2:00 PM

BIDDER	CONTACT INFORMATION	Basis of Award
RIC-MAN CONSTRUCTION FL, INC.- Rafael Sangiovanni	3100 SW 15th St, Deerfield Beach, FL 33442 954.426.1221 rsangiovanni@ric-man.com	\$ 3,747,181.00
GULF COAST UNDERGROUND Darren Wacha	3158 Old Shell Rd, Mobile, AL 36607 251.472.6684 stvell@me.com	\$ 3,845,611.79
ENVIROWASTE SERVICES GROUP- Curt Maring	18001 Old Cutler Rd #554, Palmetto Bay, FL 33157 305.720.9201 curt.maring@envirowastesg.com	\$ 3,865,958.69
MILLER PIPELINE- Mark Batton	2332 Old Combee Rd, Lakeland FL mark.batton@millerpipeline.com	\$ 4,071,540.95
INSITUFORM TECHNOLOGIES LLC- Neal Shearer	18378 Tom Drive, Hammond LA 70403 905.507.2023 nshearer@insituform.com	\$ 4,195,751.00
KENNY CONSTRUCTION CO.- Brian Considine, Harry J. Mason	5031 W 66th St, Bedford Park, IL 60638 847.875.3582 brian.considine@gcinc.com 312.771.0094 harry.mason@gcinc.com	\$ 4,310,525.00
AMERICAN INFRASTRUCTURE TECHNOLOGIES CORP.- Jared Giddens	8799 US Hwy 31, Hanceville, AL 35077 256.737.1871 aitc@aitechcorp.com	\$ 4,755,500.00
IPR SOUTHEAST- Rich Schici	5207 Brer Rabbit Rd, Atlanta, GA 30084 404.308.3263 rschici@teamipr.com	\$ 6,667,750.00

PANAMA CITY BEACH – SEWER REHABILITATION PROJECT - FY 17/18

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2017 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Ric-Man Construction Florida, Inc., doing business as a corporation, having a business address of 3100 SW 15th Street, Deerfield Beach, FL 33442 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below), to the extent authorized by a Work Authorization, in connection with the **PANAMA CITY BEACH – SEWER REHABILITATION PROJECT – FY 17/18** ("Project"), in accordance with the Contract Documents and the applicable Work Authorization and all other Contract Documents hereafter specified.

RECITALS

WHEREAS, the scope of WORK to be performed by CONTRACTOR includes cleaning and inspecting of various sized sewer and storm water drainage lines by CONTRACTOR throughout the City of Panama City Beach as more specifically set forth and described in the Contract Documents. Based on such cleaning and inspection, the OWNER will decide, in its sole discretion, as to the necessary repair or rehabilitation services to those lines, which OWNER may authorize CONTRACTOR to perform, in OWNER'S sole discretion and in accordance with its overall available budget, pursuant to various Work Authorizations (as such term is defined below). The CONTRACTOR shall provide all materials, equipment and labor to complete the portions of the project that are authorized by OWNER through Work Authorizations.

WHEREAS, the specific scope of WORK to be performed by CONTRACTOR, if any, will be described in one or more work authorizations and attachments thereto ("Work Authorization"), the form of such Work Authorization being set forth in Section 00098.

AGREEMENT

00050-1

AGENDA ITEM # _____

4

WHEREAS, the purpose of the Contract is to set forth the obligations, responsibilities, terms and conditions applicable to the parties in the event CONTRACTOR performs any WORK for OWNER pursuant to a Work Authorization. The execution of the Contract alone will not authorize CONTRACTOR to perform any WORK for OWNER, but the terms and conditions of the Contract shall be considered a part of any and all Work Authorizations that may be issued thereafter to CONTRACTOR, unless otherwise expressly noted in the subject Work Authorization.

WHEREAS, all Work Authorizations will be subject to the mutual agreement of OWNER and CONTRACTOR, such agreement being evidenced by the joint execution of the Work Authorization. If OWNER and CONTRACTOR cannot reach agreement on a specific Work Authorization, OWNER shall have the right to have such WORK performed by another contractor. Further, OWNER reserves the right, in its sole discretion, to award other contracts for the performance of any or all of the WORK and to exclude any services or scope of Work, which otherwise may have been identified or anticipated under this Project, from the CONTRACTOR.

NOW, THEREFORE, the foregoing recitals are hereby incorporated as fully set forth hereinafter, and in consideration of the mutual covenants And agreements set forth herein, OWNER and CONTRACTOR agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and the Work Authorizations duly executed by the parties, and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and

AGREEMENT

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AGENDA ITEM # 4

experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by any Work Authorization within ten (10) calendar days after the date of a NOTICE TO PROCEED that is issued by OWNER with respect to the Work authorized pursuant to that Work Authorization and will achieve Substantial Completion of the Work within the timeframe set forth in such Work Authorization, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum to be set forth in the applicable Work Authorization for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum to be set forth in the applicable Work Authorization in accordance with the unit prices shown in the BID SCHEDULE (Exhibit A), included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

AGREEMENT

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AGENDA ITEM #

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

- Section 00010 ADVERTISEMENT FOR BIDS
- Section 00020 INFORMATION FOR BIDDERS
- Section 00030 BID PROPOSAL FORM
- Section 00040 BID BOND
- Section 00050 AGREEMENT
- Section 00060 PERFORMANCE BOND
- Section 00070 PAYMENT BOND
- Section 00080 NOTICE OF AWARD
- Section 00090 NOTICE TO PROCEED
- Section 00095 STATEMENT UNDER SECTION 287.087, FLORIDA
STATUTES, ON PREFERENCE TO BUSINESSES
WITH DRUG-FREE WORKPLACE PROGRAMS
- Section 00096 TRENCH SAFETY ACT CERTIFICATE OF
COMPLIANCE
- Section 00097 PUBLIC ENTITY CRIMES STATEMENT
- Section 00098 FORM OF WORK AUTHORIZATION
- Section 00099 CERTIFICATE OF INSURANCE
- Section 00100 GENERAL CONDITIONS
ATTACHMENTS

TECHNICAL SPECIFICATIONS prepared or issued by Owner
Sections 01000 and 02000. (Including Drawings)

ADDENDA

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No. 1, dated 17 July, 2017

No. 2, dated 9 August, 2017

No. _____, dated _____, 20__

No. _____, dated _____, 20__

The Contract Documents also includes any Work Authorizations executed by the parties and written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

110 South Arnold Road

Panama City Beach, FL 32413

ATTENTION: Mario Gisbert, City Manager

Fax No.: (850) 233-5108

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If to Contractor:

ATTENTION: _____

Fax No.: _____

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with
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jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

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

15. For this Project, OWNER may at its sole discretion designate a Project Representative to assist OWNER with respect to the administration of this Agreement.

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER or PROJECT REPRESENTATIVE may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the

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Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED [NOTE: THE CITY'S RISK MANAGER MUST REVIEW AND CONFIRM THE COVERAGE TYPES AND LIMITS SPECIFIED HERE FOR THIS PROJECT.]

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for

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obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in

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accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

The General Aggregate Limit shall be specifically applicable to this Project. The

Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project.

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$1,000,000,each occurrence and

aggregate as required by OWNER.

ADDITIONAL INSURANCE

None is required at this time

18. Notwithstanding anything herein to the contrary, this Contract shall have an initial term of one (1) year from of the date it is executed by both OWNER and CONTRACTOR. This Contract shall automatically renew for two (2) consecutive one (1) year terms unless either party hereto elects not to renew this Contract by sending the other party written notice thereof ("Non-Renewal Notice") at least sixty (60) days prior to the annual anniversary of this Contract. In the event CONTRACTOR sends the Non-Renewal Notice to OWNER, thereafter no new Work Authorizations shall be issued under this Contract, but CONTRACTOR shall be obligated to complete all Work Authorizations issued prior to such Non-Renewal Notice, subject to the other terms and conditions of the Contract Documents, including but not limited to, OWNER'S right to terminate any and all such Work Authorizations for cause or its convenience. In the event OWNER sends Construction Contractor the written Non-Renewal Notice, OWNER shall designate therein as to how any pending WORK under any still outstanding Work Authorizations are to be handled, which directions may provide for either the termination or continued performance of such WORK. If OWNER directs CONTRACTOR to continue to perform any such WORK, CONTRACTOR shall continue performance of such WORK in accordance with OWNER'S directions and this Contract shall continue as to such WORK.

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

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(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: Mario Gisbert

TITLE: City Manager

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____
(Please Type)

NAME _____
(Please Type)

ADDRESS: _____

[END OF SECTION 00050]

AGREEMENT

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AGENDA ITEM # 4

Exhibit A

Contract Unit Prices

(Based on Ric-Man Construction's Bid Proposal)

Work	Bid Unit Price	Unit	Work	Bid Unit Price	Unit
Full Length CIPP Liner (Includes cleaning & video)			Root and Grease Removal (Includes cleaning & video)		
Pipe Size			Pipe Size		
8" V.C.	\$ 25.50	LF	8" V.C.	\$ 6.00	LF
10" V.C.	\$ 27.50	LF	10" V.C.	\$ 6.00	LF
12" V.C.	\$ 31.50	LF	12" V.C.	\$ 8.00	LF
15" V.C.	\$ 39.00	LF	15" V.C.	\$ 9.00	LF
18" V.C.	\$ 45.50	LF	18" V.C.	\$ 12.00	LF
21" V.C.	\$ 60.00	LF	21" V.C.	\$ 13.00	LF
24" V.C.	\$ 70.00	LF	24" V.C.	\$ 14.00	LF
27" V.C.	\$ 83.00	LF	27" V.C.	\$ 16.00	LF
30" V.C.	\$ 94.00	LF	30" V.C.	\$ 18.00	LF
Sectional 4' CIPP Liner (Includes cleaning & video)			Point Repair (Includes cleaning & video)		
Pipe Size			Pipe Size		
8" V.C.	\$3,000.00	EA	8" V.C.	\$ 7,500.00	EA
10" V.C.	\$3,200.00	EA	10" V.C.	\$ 8,500.00	EA
12" V.C.	\$3,800.00	EA	12" V.C.	\$10,000.00	EA
15" V.C.	\$4,200.00	EA	15" V.C.	\$11,200.00	EA
18" V.C.	\$4,600.00	EA	18" V.C.	\$13,000.00	EA
21" V.C.	\$5,000.00	EA	21" V.C.	\$17,400.00	EA
24" V.C.	\$5,700.00	EA	24" V.C.	\$20,600.00	EA
27" V.C.	\$6,500.00	EA	27" V.C.	\$23,450.00	EA
30" V.C.	\$7,900.00	EA	30" V.C.	\$27,200.00	EA
Sectional CIPP Liner (sections vary 0'-6') (Includes cleaning & video)			Remote Tap Cut (Includes cleaning & video)		
Pipe Size			Various Size Pipe		
8" V.C.	\$ 500.00	LF		\$ 592.00	EA
10" V.C.	\$ 550.00	LF			
12" V.C.	\$ 650.00	LF			
15" V.C.	\$ 800.00	LF			
18" V.C.	\$ 855.00	LF			
21" V.C.	\$ 960.00	LF			
24" V.C.	\$1,100.00	LF			
27" V.C.	\$1,500.00	LF			
30" V.C.	\$1,925.00	LF			
Tuberculation Removal (Includes cleaning & video)			Reinstatement of Sewer Laterals (for CIPP repairs in Items 1, 2 and 3)		
Pipe Size			Various Size Pipe		
8" V.C./P.V.C./D.I.	\$ 9.00	LF		\$ 115.00	EA
10" P.V.C.	\$ 9.00	LF			
12" V.C.	\$ 11.00	LF			
15" V.C.	\$ 13.00	LF			
18" V.C.	\$ 15.00	LF			
21" V.C.	\$ 17.00	LF			
24" V.C.	\$ 19.00	LF			
27" V.C.	\$ 21.00	LF			
30" V.C.	\$ 22.00	LF			
			Mobilization for WA#1	\$ 4,912.00	EA
			Mobilization for Subsequent WA's	\$ 2,456.00	EA
			Demobilization per WA	\$ 409.00	EA
			Maintenance of Traffic (Residential)	\$ 300.00	DAY
			Maintenance of Traffic (Commercial)	\$ 430.00	DAY
			Solids Disposal	\$ 32.00	TON
			Trench Safety Standards	\$ 605.00	LS
			Bonds & Insurance (Based on \$4 Million W.A.)	\$35,000.00	

REGULAR ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

August 24, 2017

3. REQUESTED MOTION/ACTION:

Approve the addition of a full-time Wastewater Treatment Plant Operator position, and eliminate a permanent part-time opening in the same position.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

The Utilities Department has one approved permanent part-time position for a licensed Wastewater Treatment Plant (WWTP) Operator. The employee currently in that position is a state licensed operator, but has a full-time job elsewhere and has worked up to 20 hours on weekends at the City WWTP for the last 16 years. The operator is leaving for personal reasons and staff requests permission to replace the permanent part-time position with a full-time position to provide more scheduling flexibility for the facility. The WWTP requires operators on site 24 hours per day.

WHY - To allow the Department to adequately staff the Wastewater Treatment Plant at all times.

WHAT - To allow the City to replace a part-time employee with a full-time employee.