

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 9, 2018
MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- PASTOR JOHN WOODROW OF THE GULFVIEW UNITED METHODIST CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN SOLIS
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JULY 26, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN SOLIS
 - 1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD
 - 2 9-11 MEMORIAL STAIRCLIMB PRESENTATION
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 18-123, CRI ENGAGEMENT LETTER FY 2018 AUDIT.** "A Resolution approving and authorizing execution of an Agreement with Carr, Riggs & Ingram, LLC, for the annual audit and evaluation of the City's Financial Statements for Fiscal Year ending 9/30/18 in the amount of \$99,000."
 - 2 **RESOLUTION 18-124, BID AWARD- FRANK BROWN PARK FESTIVAL SITE ELECTRICAL IMPROVEMENTS.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with New-Tech Electrical Systems, Inc., for the Frank Brown Park Festival Site Electrical Improvements, in the amount of \$29,500."
 - 3 **RESOLUTION 18-127, PORTABLE DIESEL POWERED PUMP PURCHASES.** "A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of two portable diesel powered pumps from Thompson Pump & Manufacturing Co. in the amount of \$109,458, as more particularly set forth in the body of the Resolution; and providing an immediately effective date."
 - 4* **RESOLUTION 18-128, CRA 2019 NEAR TERM WORK PLAN.** "A Resolution of the City Council of the City of Panama City Beach, Florida, and Ex Officio as the governing body of the Panama City Beach Community Redevelopment Agency, relating to the Community Redevelopment within the Front Beach Road Redevelopment Area; providing for Findings; authorizing and directing the execution of a Near Term Work Plan; and providing for an effective date."

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

Comcast	Stefanie Bowden
WOW	Cil Schnitker
WKGC	Tori Shay
WLTG	A. D. Whitehurst
Clear Channel	Production Director
Powell Broadcast	Jeff Storey, GM
Burnie Thompson	Burnie Thompson

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

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 July 26, 2018.

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 9 A.M. with Council Members, City Manager, City Clerk and City Attorney present.

Pastor Ramon Duvall of the Beachside Fellowship Church gave the invocation and Councilman McConnell led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Special Meeting for the Height Incentive Application of July 12th and the Regular Meeting of July 12, 2018 were read. Councilman Casto made the motion to approve the Minutes as prepared. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. There were none. Councilman Solis made the motion to approve the Agenda as prepared. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

PRESENTATIONS

1 "AMERICANS WITH DISABILITIES ACT" PROCLAMATION & PRESENTATION. Councilman McConnell welcomed Ms. Pam Dorworth, ADA representative, to the podium as he read the Proclamation declaring July 26, 2018 as the 28th Anniversary of the ADA. Ms. Dorworth thanked the Council for the Proclamation.

2 DUCK RACE FOR BEACH CARE SERVICES. Councilman McConnell welcomed Mr. Skip Stoltz, Beach Care Services President, to the podium. Mr. Stoltz spoke of the upcoming Duck Race on August 7th at Laketown Wharf Resort, a fund raiser for Beach Care Services.

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

Mayor Thomas opened the Public Comments section of the meeting at 9:07 A.M. and invited comments. There were none.

CONSENT AGENDA

Ms. Smith read the Consent Agenda Items by title.

1 "NATIONAL KOREAN WAR VETERANS ARMISTICE DAY" PROCLAMATION. "A Proclamation honoring July 27th as "National Korean War Veterans Armistice Day" in Panama City Beach."

2 ORDER 03-CU-18, DENIAL OF HEIGHT INCENTIVE REQUEST FOR 16515 FRONT BEACH ROAD, CALA DEVELOPMENT GROUP, LLC. "The City Council of the City of Panama City Beach, being fully advised in the premises and having held a public, legislative hearing on this matter on July 12, 2018, orders that the Applicant's Height Incentive Request is hereby DENIED."

3 ORDER 03-PL-18, APPROVAL OF THE MOONRAKER PLAT. "After having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on July 12, 2018, the City Council orders that the subject request to subdivide the land is hereby GRANTED and the captioned plat of MOONRAKER is hereby APPROVED."

4 RESOLUTION 18-117, BID AWARD-2018 JANITORIAL SERVICES. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with TCS related to janitorial services for certain City buildings; and providing an effective date."

5 RESOLUTION 18-118, TASK ORDER #2018-02 DEWBERRY ENGINEERS, UTILITY ENGINEERING SERVICES FOR UTILITIES RELOCATION ALONG THOMAS DRIVE AND BEACH DRIVE. "A Resolution of the City of Panama City Beach, Florida, approving Task Order #2018-02 to the Master Services Agreement with Dewberry Engineers, Inc., related to the relocation of utilities along Thomas Drive and Beach Drive in the amount of \$264,800; authorizing execution and providing an immediately effective date."

6 RESOLUTION 18-120, BID AWARD- THOMAS DRIVE MANHOLE REPLACEMENT PROJECT. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Royal American Construction Co., Inc., related to the Panama City Beach Thomas Drive Manhole Replacement Project in the amount of \$448,862; authorizing execution and providing an immediately effective date."

7 RESOLUTION 18-121, ANNUAL WONDERWARE SOFTWARE SUPPORT RENEWAL FROM INSOURCE SOLUTIONS. "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Insource Solutions, relating to the purchase of the annual renewal of Wonderware Software License Support and Services in the amount of \$24,698.38; and providing an effective date."

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

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

REGULAR AGENDA

ITEM 1 ORDINANCE 1463, PROHIBITING LOITERING AND OTHER CERTAIN ACTIVITIES AT PUBLIC TRANSIT SHELTERS, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1463 by title. The Mayor asked if there were any questions by the Council members; there were none. He opened the Public Hearing at 9:11 A.M. and invited comments. There were none. He closed the Public Hearing at 9:12 A.M. Councilman McConnell made the motion to approve Ordinance 1463. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 2 RESOLUTION 18-116, SALE OF SURPLUS CITY PROPERTY, 506 ARGONAUT ST. Ms. Myers read Resolution 18-116 by title and stated this purchase price was 90% of the appraised price. The Mayor asked if there were any questions or comments by the Council members. There were none. Councilman Casto made the

motion to approve Resolution 18-116. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 3 RESOLUTION 18-119, RANKING OF FIRMS FOR CONTINUED ENGINEERING SERVICES FOR GENERAL WATER, SEWER, AND RECLAIMED UTILITIES. Ms. Myers read Resolution 18-119 by title. The Mayor asked if there were any comments by the Council members; there were none. **Councilman Chester made the motion to approve Resolution 18-119. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 4 RESOLUTION 18-122, EMERGENCY PURCHASE OF BLOWERS FOR WWTP. Ms. Myers read Resolution 18-122 by title and explained the finding of emergency for the purchase of the two blowers. The Mayor asked for comments from the Council members; there were none. **Councilman Chester made the motion to approve Resolution 18-122. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 5 PARKS & RECREATION BOARD APPOINTMENTS. Ms. Myers said at the last meeting, a Resolution was discussed establishing a Parks & Recreation Board. However, the City also had an Ordinance which preceded this Resolution by about 20 years which had different terms, manners of appointments and purposes. She explained the terms of the seats created by Ordinance with its broad powers. The appointments by the Council members were as follows:

Councilman McConnell-	Ms. Gayle Oberst	2 years
Councilman Solis-	Mr. Rick Ramos	3 years
Councilman Casto-	Mr. Bill Logsdon	2 years
Councilman Chester-	Mr. Ted Schoppe	3 years
Mayor Thomas-	Will announce at the next meeting	

Mayor Thomas said his choice had not yet confirmed his acceptance and that he would name his choice at the next meeting. **Councilman Chester made the motion to approve the four names. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 9:20 A.M.

1 Mr. Burnie Thompson, 17292 Front Beach Road. Mr. Thompson commented about Councilman McConnell stopping traffic in Palmetto Trace and questioned his authority to do so. He mentioned an Attorney General Opinion about "no thru traffic" signs.

2 Mr. Michael Steinbrucher, 618 Evergreen. Mr. Steinbrucher made comments about a possible Vacation Rental Compliance Department and its benefits to the City, citizens and public safety.

3 Mr. Mike Minnick, 101 Windsor Way. Mr. Minnick commended Councilman McConnell for his actions in Palmetto Trace on behalf of the neighborhood. He spoke of drivers using the subdivision as a cut through street making it unsafe for the children. He also said the HOA was planning to come to the Council with a possible solution at a later meeting.

4 Mr Tom Klomps, 614 Poinsettia. Mr. Klomps said the traffic within the subdivisions was getting worse, with drivers driving on the shoulders. He asked the Council to address the traffic. He asked the Mayor to explain the CRA budget.

5 Mr. Nicholas Dorfer, Oxford Avenue, Palmetto Trace. Mr. Dorfer mentioned the drivers speeding through the subdivision and the danger to children. He spoke of the traffic backup within the subdivision becoming worse. He said he appreciated Councilman McConnell's efforts.

6 Ms. Josie Strange, E. Lullwater Drive. Ms. Strange said the traffic issue had been a concern and fight for the last ten years. She said all of the old subdivisions had traffic problems.

7 Mr. Matthew Bush, 170 Crane St. Mr. Bush asked what would happen if a civilian stopped traffic and what right did a civilian have to do so.

With no further comments, the Delegations portion of the meeting was closed at 9:30 A.M.

CITY COUNCIL COMMENTS

Councilman McConnell made comments about his actions in Palmetto Trace, that he received no personal benefit and that the residents did not lose their right to petition their Councilman for help merely because he lived there. He mentioned his thoughts of long-term and short-term solutions, with the proposed Bay Parkway extension to Nautilus helping alleviate some of the congestion.

Councilman Solis spoke of his efforts with the TPO having Panama City Beach Parkway designated as a SIS roadway, with traffic improvements being a process. He spoke of the City's plan to build the Bay Parkway extension which would significantly help Palmetto Trace. He urged the residents to attend the FDOT meetings, write letters and voice their support for additional road projects. He added that the City could not deny any building projects because of traffic.

Councilman Casto said in the past, roads had been closed during Spring Break to only allow local traffic. He asked Ms. Myers if that would be a solution. Ms. Myers responded that the Council had the authority to regulate and control the traffic but it depended upon the circumstances how the Council and City Manager could use that authority.

Councilman Chester mentioned the upcoming Beach Fire/Rescue 9-11 Stairclimb set for September 8th at Laketown Wharf.

Mayor Thomas mentioned the additional turn lanes on Panama City Beach Parkway and the extension which should be completed within eighteen months. He reminded that Panama City Beach Parkway was a State roadway and FDOT generally only dealt with failed roads.

Regarding the CRA, Mayor Thomas explained that the bonds plus the Interlocal Agreement between the County and City required a Non- Ad Valorem assessment for maintenance. He said Segment 1 was approximately four years old, Segment 2 being constructed now, and the surveying in progress for Segment 3. He explained that the City made an Agreement 15 years ago that to avoid placing a burden on all residents that the assessment would be placed on the people who benefitted most from the improvement. Mayor Thomas said every Council knew that requirement since inception and that he had brought up the fact twice already and would bring the matter up again during the Budget Workshop. He said if there was no assessment, the City would not be able to maintain the landscaping of the new roads, repairs would not be done, and irrigation would not be repaired. He said the City was obligated by law to create a system to pay for this maintenance. He said he did not believe the CRA projects would be completed within the 30 years and that an extension of the bonds would not be granted if the City did not follow the rules and have the assessment.

ATTORNEY REPORT

Ms. Myers said the City received the final judgement in the Scooter case, meaning essentially that the City won the first round of the lawsuit at the local level. She understood that an appeal had already been filed in the District Court of Appeals. She congratulated Mr. Cole Davis for leading this case and Mayor Thomas said good job.

CITY MANAGER REPORT

Mr. Gisbert announced the job postings and the one Bid posted. He also distributed a printout of the construction working documents, with five projects under construction. Mr. Short explained the County Thomas Drive Resurfacing project with the City being required to move utilities. He said it would be approximately \$3.5 Million Dollars for Thomas Drive and Beach Drive. Mr. Gisbert detailed the other above-ground and underground construction projects and their percentage of completion. He added that CRA Segment 3 was planned for construction release in Fall 2019.

Councilman Solis mentioned the CRA dedicated trolley lanes and that tourists used the trolleys and left the cars in the parking lot. This would help stop the thru traffic.

Mayor Thomas said at the Height Incentive Hearing, the Council denied the application and other applications were being submitted. He suggested that the Council instruct Staff not to accept any future applications. Ms. Myers questioned if the Council directed her to prepare a moratorium. She said the Council could publicly announce that the Council's intention, direct Staff not to accept future applications starting today and direct her to prepare a moratorium which would memorialize those actions. Councilman Chester asked how many incentive applications were already submitted and Mayor Thomas said five (5). Discussion ensued. Mayor Thomas said the City could not enforce the incentives once approved. **Councilman McConnell made the motion to not accept future incentive applications and to direct legal to prepare a moratorium. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

The meeting was adjourned at 10:12 A.M.

READ AND APPROVED this 9th of August, 2018.

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

Mayor

ATTEST:

City Clerk

Presentations

1

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Barbara Guier

HAS GIVEN EXCEPTIONAL SERVICE

**TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH**

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

Presented this 9th of August, 2018



MAYOR MIKE THOMAS

Presentations

2



Panama City Beach Annual 9-11 Memorial Stair Climb

This is a charity fundraiser event with proceeds going to the National Fallen Firefighters Foundation and local First Responder projects.

Event Information: This year is the 17th Anniversary of 9-11-01.

Please join us as we remember and honor those lost on that tragic day and help us make this year's event bigger and better than last year.

We will host a stair climb to remember and honor the lives of those lost on September 11, 2001. The climb will consist of 110 flights of stairs to duplicate the 110 stories of the World Trade Center Towers that the Emergency Responders had to climb that day.

NEW Location: Edgewater Beach Resort Tower I: 11212 Front Beach Road, Panama City Beach, FL. 32407

Date/Time: Saturday, September 8th, 2018 starting at 10:30 am CST (rain or shine)

The climb will be during the morning and there will be lunch immediately following.

Pictures of participants taken during the stair climb, t-shirts will be available to all participants, Challenge Coin available for purchase, door prizes available, individual climber sponsor forms available with special prizes for the different amounts of money raised by each climber that does the individual sponsorships.

Entry fee: **\$30 per person** (NFFF is a 501 (c)3 charity and your donation is tax deductible) Extra donations welcome

This event is open to everyone: Firefighters, Law Enforcement, EMS, Military, & Citizens

Please come out and join us for the fun, food, music, and fellowship all while raising money for a great cause

Event Needs:

- 1) Climbers
- 2) Corporate Sponsors

Please check out our web site for complete event information including Full Itinerary, Hotel/Condo discounts, how to volunteer, merchandise for sale, how to donate, individual sponsorship forms, becoming a corporate sponsor, and how to register

Point of contact: Terry Parris at 850.819.1156 or pcbstairclimb@aol.com

For more information and to register: www.pcbstairclimb.com

2

Consent Item

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/LEGAL

2. MEETING DATE:
August 9, 2018

3. REQUESTED MOTION/ACTION:
Approval of engagement letter with Carr, Riggs & Ingram for the provision of auditing services for the fiscal year ending 9/30/18.

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)

Florida Statutes, Section 218.39, requires local government entities to have an annual financial audit of its accounts and records performed by an independent certified public accountant. The City's auditor, Carr, Riggs & Ingram, LLC, has presented an engagement letter to provide such services for the fiscal year ending 09/30/18. The proposed fee for the audit services is \$99,000.00 which represents a reduction of 4% from the existing contract. The City's operating budget to be adopted for the fiscal year ending 09/30/19 includes the fee for audit services. Staff recommends that Council approve Carr, Riggs & Ingram, LLC to perform the audit for the fiscal year ending 09/30/18 for a fee of \$99,000.00.

RESOLUTION 18-123

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH CARR RIGGS & INGRAM, LLC, FOR THE ANNUAL AUDIT AND EVALUATION OF THE CITY'S FINANCIAL STATEMENTS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018, IN THE AMOUNT OF \$99,000.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Carr Riggs & Ingram, LLC, relating to the annual audit and evaluation of the City's financial statements for Fiscal Year ending September 30, 2018, in an amount not to exceed Ninety-Nine Thousand Dollars (\$99,000), in substantially the form attached and presented to the Council today, draft dated July 23, 2018, 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 _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

July 23, 2018

Mr. Mario Gisbert
City of Panama City Beach, Florida
110 South Arnold Road
Panama City Beach, FL, 32413

We are pleased to confirm our understanding of the services we are to provide City of Panama City Beach, Florida for the year ended September 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Panama City Beach, Florida as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Panama City Beach, Florida's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Panama City Beach, Florida's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in Net Pension Liability and Related Ratios – Pension Plans
- 3) Schedule of Contributions –Pension Plans
- 4) Schedule of Investment Returns –Pension Plans
- 5) Schedules of Other Post-Employment Benefits (OPEB)

We have also been engaged to report on supplementary information other than RSI that accompanies City of Panama City Beach, Florida's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in

accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining and individual Non-major Fund Financial Statements.
- 2) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Council of City of Panama City Beach, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are

other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Panama City Beach, Florida’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Panama City Beach, Florida’s major programs. The purpose of these procedures will be to express an opinion on City of Panama City Beach, Florida’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Panama City Beach, Florida in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. In addition we will complete our applicable portions of the Data Collection Form submitted to the Federal Audit Clearinghouse and the Annual Financial Report submitted to the Florida Department of Financial Services. We will assist in preparing the Local Highway Report with information provided by you. Additionally, CRI will perform any other nonattest service agreed upon including but not limited to adjusting entries other than proposed audit entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, adjusting entries other than proposed audit entries, the Data Collection Form, Annual Financial Report, Local Highway Report and any other nonattest services agreed upon as previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 31, 2018.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary

information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, adjusting entries other than proposed audit entries, and any other nonaudit services we provide, including the applicable portions of the Data Collection Form and the Annual Financial Report, and Local Highway Report. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes, adjusting entries other than proposed audit entries, Data Collection Form, Annual Financial Report, Local Highway Report, and any other nonattest services agreed upon and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, related notes, adjusting entries other than proposed audit entries, Data Collection Form, Annual Financial Report, Local Highway Report, and any other nonattest services agreed upon, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs, & Ingram, LLC (CRI) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or grantor agency pursuant to authority given it by law or regulation or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Richard Moreira is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$99,000 for the fiscal year ending September 30, 2018, and thereafter upon mutual consent, the engagement may be renewed at a fee mutually agreed upon. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of

CONSENT
AGENDA ITEM # _____

termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

We appreciate the opportunity to be of service to City of Panama City Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carly Riggs & Ingram, L.L.C.

Certified Public Accountants
Panama City Beach, Florida

RESPONSE:

This letter correctly sets forth the understanding of City of Panama City Beach, Florida.

Mario Gisbert, City Manager

CONSENT
AGENDA ITEM # 1

Consent Item

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Parks and Recreation

2. MEETING DATE:
August 9, 2018

3. REQUESTED MOTION/ACTION:

Staff's recommendation is to approve the most responsive low bid from New-Tech Electrical in the amount of \$29,500.00.

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 August 2, 2018, Staff received one (1) sealed bid for the Frank Brown Park Festival Site Electrical Improvement Project. New-Tech Electrical was the most responsive Low Bid in the amount of \$29,500.00. Please see attachment #1.

In Attachment A and B of the Bid Packet you will find the location of where the Electrical Improvements will be completed.

This project is being funded by the TDC and managed by the City of Panama City Beach. The total amount of funding for Electrical Improvements and Parking Lot Improvements for the Frank Brown Park Festival Site is \$150,000.00. All improvement projects and funding are on schedule.

With City Council approval, the Electrical Improvements are scheduled to be completed by August 24, 2018.

The City Attorney, City Manager and Finance Director have reviewed and approved the recommendation to award New-Tech with the Frank Brown Park Festival Site Electrical Improvements in the amount of \$29,500.00.

CONSENT
AGENDA ITEM # 2

RESOLUTION 18-124

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH NEW-TECH ELECTRICAL SYSTEMS, INC., FOR THE FRANK BROWN PARK FESTIVAL SITE ELECTRICAL IMPROVEMENTS, IN THE AMOUNT OF \$29,500.

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 New-Tech Electrical Systems, Inc. for the Frank Brown Park Festival Site Electrical Improvement Project in the total amount of Twenty-Nine Thousand, Five Hundred Dollars (\$29,500), 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 _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-124
CONSENT
AGENDA ITEM # _____

**CITY OF PANAMA CITY BEACH
BID TABULATION**

Bidder	Address	Information	Price
New-Tech Electrical	4437 Bluewater Drive Panama City, FL 32404		\$29,500.00

AGENDA ITEM #

CONSENT

2

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 7/31, 2018.

Frank Brown Park Festival Site Electrical Improvements

The Undersigned, as Bidder, hereby declares that they have examined the proposed 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 Frank Brown Park Festival Site Improvements in complete accord with the described and reasonably intended requirements of this request for proposals and the specifications submitted by Bidder 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. Bidder further agrees hereby to complete the Frank Brown Park Festival Site Electrical Improvements by August 24, 2018, with liquidated damages thereafter of \$1,200.00 per day.

Purchase will be made under terms and conditions specified by the 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 submitted by the Bidder and accepted by the City in writing will be is 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 OF THE UNIT AND LUMP SUM PRICE:

Summary description of the proposed Festival Site Electrical Improvements:

New work shall consist of all trenching & backfill for new 4" electrical ducts to the five new electrical work stations at festival site. Provide, install

and terminate new wires, as listed on exhibit C,D, & E for new stations. testing for all new electrical circuits.


Lump sum price for the Frank Brown Park Festival Site Electrical Improvements: \$ 29,500.00

Specify terms of any deposit or write "none required": none required

Name of SUPPLIER: New-Tech Electrical Systems, Inc.

ADDRESS: 4437 Bluewater Dr. CITY: PC STATE: FL ZIP: 32404

EMAIL ADDRESS: wesley@newtechelectrical.com PHONE: 850.832.5259

SIGNATURE – (Confirming all information above is correct) 

Print Name: Wes Alexander and Print Title Owner/President

REQUEST FOR PROPOSALS

Frank Brown Park Festival Site ELECTRICAL IMPROVEMENTS

CITY OF PANAMA CITY BEACH, FLORIDA

July 20, 2018



CONSENT
AGENDA ITEM # _____

2

NOTICE OF REQUEST FOR SEALED PROPOSALS

Frank Brown Park Festival Site Electrical Improvements

The City of Panama City Beach hereby solicits sealed proposals for the Electrical Improvements to be located in the Festival Site Area of Frank Brown Park in the City of Panama City Beach.

Sealed proposals will be received until **2:00PM Central Daylight Time, August 2, 2018**, at the City of Panama City Beach City Hall Annex, 110 S Arnold Road, Panama City Beach, Florida 32413 and will be opened and publicly read immediately thereafter. All Bids shall be submitted in an envelope clearly marked **"Sealed Bid- Panama City Beach – Frank Brown Park Festival Site Electrical Improvements."**

Copies of the specifications may be obtained from the Parks & Recreation Office at 16200 PCB Parkway or on the City's Website at www.pcbgov.com. The point of contact for obtaining specifications is Cheryl Joyner, email address cjoyner@pcbgov.com. No specifications will be issued to suppliers later than seventy-two (72) hours prior to the time indicated above for receiving bids.

Proposals must be submitted upon the standard form contained in the Specifications with such attachments as may be authorized there.

The City reserves the right to (1) reject any and all bids and to waive any informality in bids received, and (2) to award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council will state the reasons upon which such award was made. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

All Bids shall be firm for a period of 60 days after opening.

END.

Frank Brown Park Festival Site Electrical Site Improvements

PART 1 - GENERAL DESCRIPTION-

The City is requesting bids for the Frank Brown Park Festival Site Electrical Site Improvements. These Electrical Improvements will include the following to be considered a responsive bid:

1. To include trenching, backfill, conduit and wire for all (5) Work Stations. (Exhibit B)
2. The conduit and wire for Stations #1, #2 and #3 will be 4 inch PVC conduit with 4- 350 MCM-AL XHHW wire.
3. The conduit and wire for Stations #4 and #5 will be 4 inch PVC conduit with 4-500 MCM-AL XHHW wire.
4. Station's #1, #2, #3, and #4 will each terminate from the 225 KVA Transformer. The Transformer will be installed by the City and ready for connectivity (Exhibit B)
5. The distance between each stations and the Transformer is as follows:
Work Station #1- 190 feet
Work Station #2- 10 feet
Work Station #3- 120 feet
Work Station #4- 330 feet
Work Station #5- 180 feet from Work Station #4

These are approximate distances. The Bidder is responsible for confirming all final distances for each work station. (Exhibit A & B)

6. Station #5 will connect to Station #4, include a #2CU ground connector in conduit between station #4 & #5.
7. Each Station's Typical Work Station will include 225 Amps 3 Phase. (Exhibits C, D & E)
The City of Panama City Beach will have all (5) Typical Work Stations built and installed in the ground ready for the Bidder to connect the required wire. All materials for each work station will be installed by the City by August 13, 2018.
8. Bidder to make terminations for only the wire they provide.
9. Bidder to install service entrance grounding per NEC at Stations #1, #2, #3 & #4.

PART 2 – CERTAIN TERMS AND CONDITIONS

- 1) Improvements **must be completed by August 24, 2018**, with liquidated damages of **\$1,200.00** per day thereafter. No Exceptions.
- 2) It is the Bidder's responsibility to test all work station improvements/connectivity and to receive final approval from the City Electrical Inspector on or before August 24, 2018.
- 3) Minimum bidder's 12-month warranty on installation parts and labor.
- 4) The total measurement for all wire and conduit is approximately 830 feet. (Exhibit B)
It is the responsibility of the Bidder to confirm these measurements. Part 1 #5.
- 5) The City is tax exempt and a copy of the certificate of exemption is attached as (Exhibit F).
- 6) After Festival Site Electrical Improvements are complete and is acceptable to the city, payment in full will be made within 30 days of receipt of invoice for the approved bid amount. Invoice and W9 shall be submitted in digital Adobe Acrobat .pdf format to Cheryl Joyner Recreation Administration Supervisor at cjoyner@pcbgov.com.
- 7) This is a low bid process.

- 8) **A Mandatory Pre-Bid Job Walk** is scheduled for **Monday July 30 at 9:00am** at Frank Brown Park Festival Site. If a bidder does not show up to this mandatory meeting, that bidder's bid will become non-responsive. No Exceptions.
- 9) Successful Bidder will obtain all locates and all required permits for all work completed including Final Testing of all Work Stations.

PART 3 – DATES

1. Sealed Proposals are Due Thursday August 2, 2018 at 2:00pm at City Hall Annex, 110 South Arnold Road, Panama City Beach, Florida 32413.
2. Proposals will be opened at 2:00 pm at that same time and place.
3. City Council Approval will be on August 9, 2018
4. Job awarded will be on August 10, 2018.
5. Job to be completed by August 25, 2018.

PART 4 – LIST OF RFP EXHIBITS

EXHIBIT A

Frank Brown Park Festival Site location of (225 Amp 3 Phase Panel) for #4 & #5.

EXHIBIT B

Frank Brown Park Festival Site location of (225 Amp 3 Phase Panels) for #1, #2 & #3.

EXHIBIT C

The design of Work Stations #1, #2 & #3.

EXHIBIT D

The design of Work Station #4.

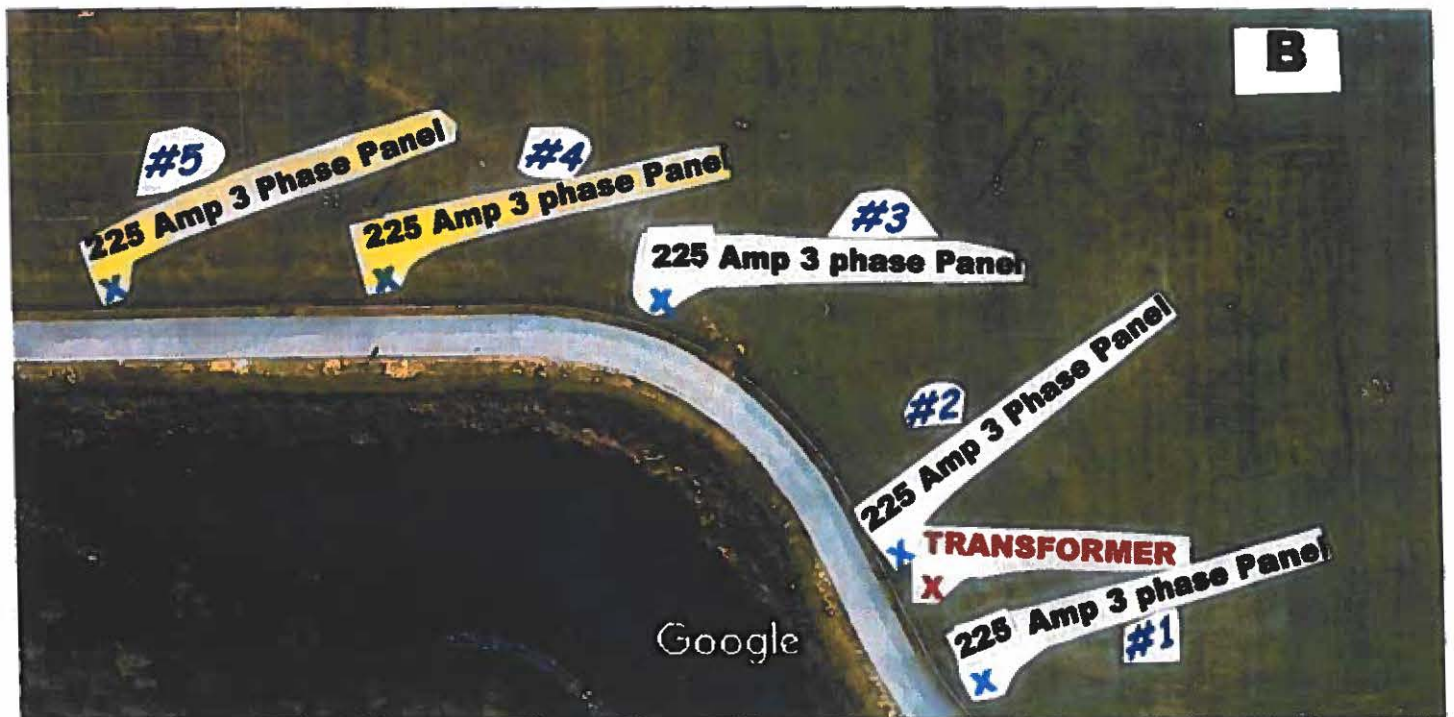
EXHIBIT E

The design of Work Station #5.

EXHIBIT F

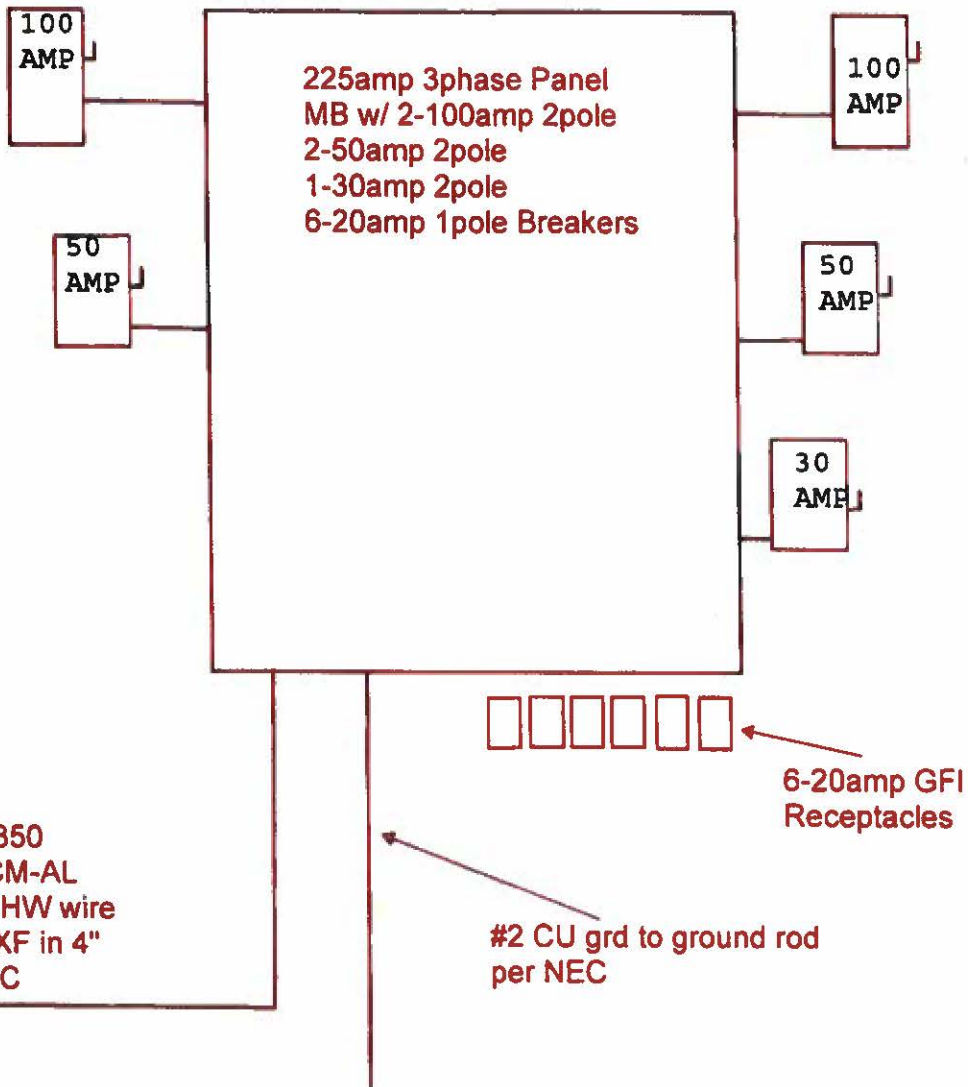
Certificate of Tax Exemption

Updated July 20, 2018



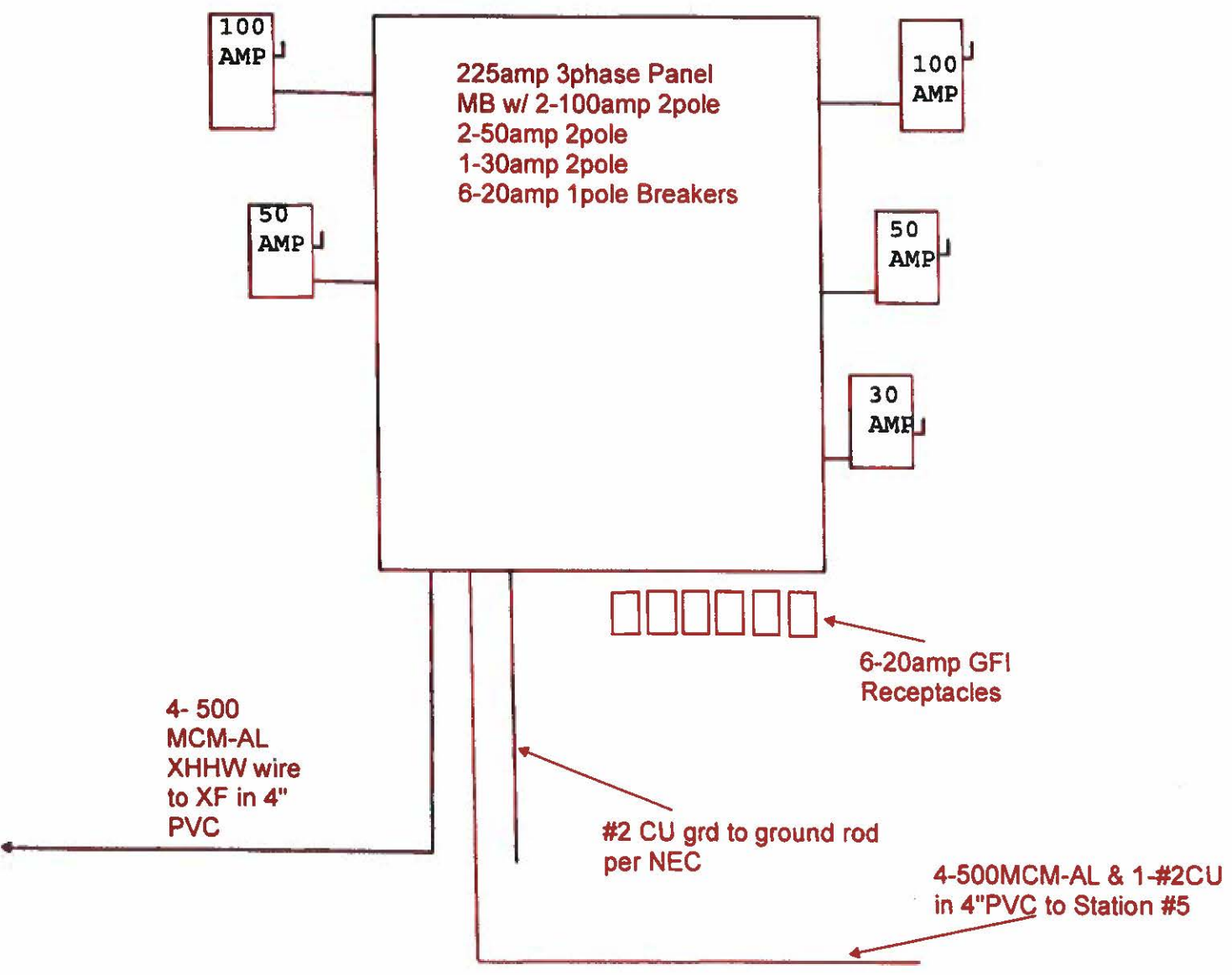


Station #1, #2 & #3



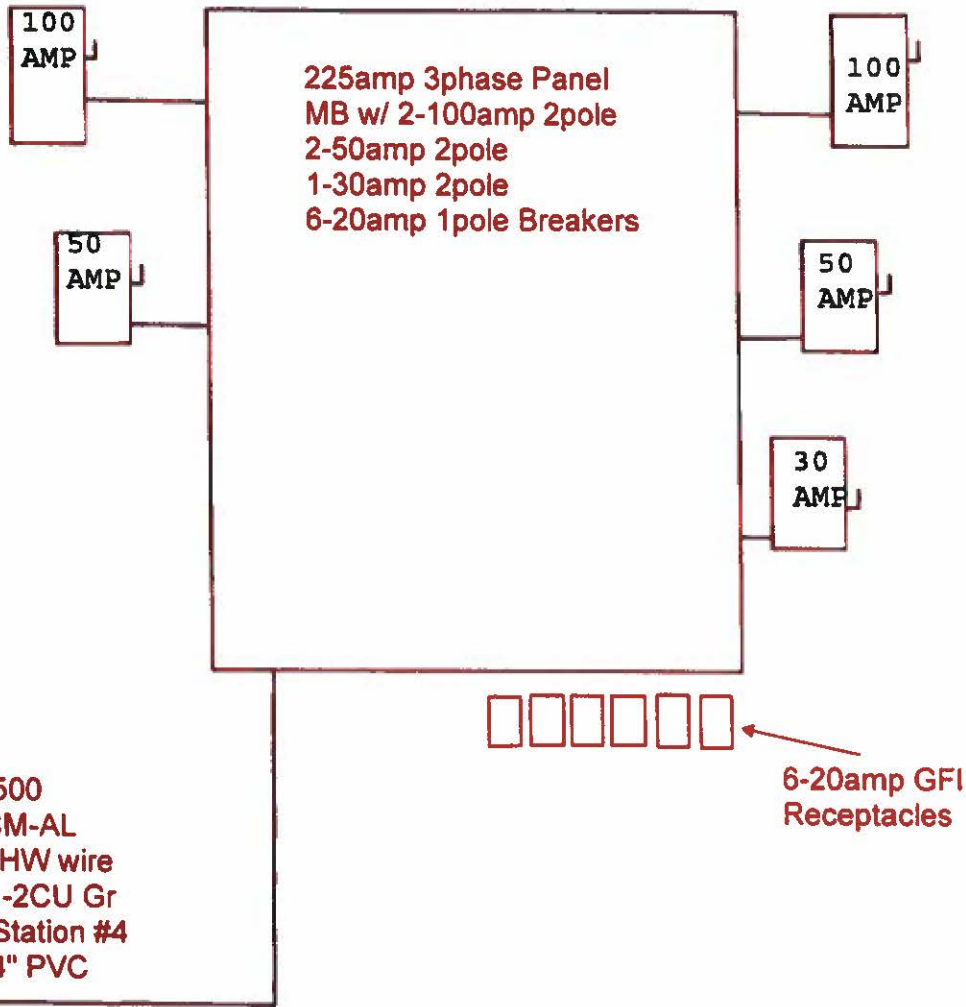
D

Station #4



Station #5

E



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:

August 9, 2018

3. REQUESTED MOTION/ACTION:

Approve the purchase of two portable diesel powered pumps from Thompson Pump & Manufacturing Co., Inc. in the total amount of \$109,458.

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 2017-18 Utilities budget to purchase two portable diesel powered pumps. One is intended for use by the lift station mechanics as a sewer bypass pump and the other for use by underground utilities crews as a dewatering pump. Staff desires to "piggyback" on the existing FL Sheriffs Contract Bid Award #FSA17-VEH15.0-Cab & Chassis Trucks & Other Fleet Equipment to purchase the pumps. Attached are price quotes from Thompson Pump & Manufacturing Co., Inc. in the amounts of \$48,109 (dewatering pump) and \$61,349 (sewer bypass pump), with accompanying technical data. The total cost of the equipment is \$109,458 and both pumps are included in the Utility Department current fiscal year budget.

Staff has reviewed the proposals and FL Sheriff's contract terms, and recommends the City Council approve the purchase of the pumps, as detailed in the attachments, in the total amount of \$109,458. Delivery is anticipated to take 10-12 weeks after Thompson Pump & Manufacturing Co., Inc. receives a Purchase Order.

RESOLUTION 18-127

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF TWO PORTABLE DIESEL POWERED PUMPS FROM THOMPSON PUMP & MANUFACTURING CO. IN THE AMOUNT OF \$109,458, AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION; 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 but not required to accept and deliver on behalf of the City that certain Agreement between the City and Thompson Pump, relating to the purchase of one Trailer Mounted Pump Model 4JSVM-DIST-4LE2T-M, in the basic amount of Forty-Eight Thousand, One Hundred Nine Dollars (\$48,109), on substantially the terms and conditions in 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.
2. 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 Thompson Pump, relating to the purchase of one Trailer Mounted Pump Model 4JSVD-DIST-45H-MC, in the basic amount of Sixty-One Thousand, Three Hundred Forty-Nine Dollars (\$61,349), 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 _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

July 31, 2018

Quote # MSR-BL-1877

City of Panama City Beach
 116 South Arnold Road
 Panama City Beach, FL 32413

PH: (850) 233-5054 Ext. 2404
 CELL: (850) 258-4231
 E: ashortt@pcb.gov

RE: FY 2017-2018 4" Vacuum-Assisted Trailer Mounted Sound Attenuated Pump

Al,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand this pump will be used by the City of Panama City Beach for emergency lift station back-up pumping.

Per your request, we are providing 2017-2018 Florida Sheriffs Association Contract Package Specification 076 pricing for (1) Thompson Pump Model 4JSVD-DJDST-45H-MC a 4" vacuum-assisted, high head, trailer mounted pump. The net price is derived from our 2017 Florida Sheriffs Association Contract Bid Award #FSA17-VEH15.0-Cab & Chassis Trucks & Other Fleet Equipment. This Florida based government contract enables the City of Panama City Beach to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA17-VEH15.0, Spec #076.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
 Municipal Sales - Cell: (386) 212-6999
 Email: blee@thompsonpump.com.



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA17-VEH15.0 / Specification #076

Description	Order Codes	Qty	FSA	Subtotal
6JSC	Vehicle			
Zone:	Central			
Base Price:		1	\$ 36,980.00	\$ 36,980.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), battery charger, spare tire, hydraulic brakes, DOT light package, trailer, and 24 month warranty				
Delete Options:				
<< Delete option, Spare Tire	Spare Tire	1	(\$ 316.00)	(\$ 316.00)
<< Delete option, Hydraulic Brakes per axle	Hydraulic brakes	1	(\$ 895.00)	(\$ 895.00)
Non-Specified Add Option:				
<< Add option, Upgrade pump from 6JSC to High Head 4JSVD with IT4 engine, Enviroprime vacuum-assisted – trailer mounted	N/A	1	\$ 10,890.00	\$ 10,890.00
<< Add option, Upgrade to aluminum sound attenuated 4" pump package – 4JSVD Silent Knight Sound Attenuated Enclosure	N/A	1	\$ 14,690.00	\$ 14,690.00
Final Model: 4JSVD-DJDST-45H-MC				\$ 61,349.00

*** Terms & Conditions ***

- FOB: DESTINATION
- TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
- DELIVERY: 10-12 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
- PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
- NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

CONSENT
 AGENDA ITEM # 3

4" Vacuum-Assisted Solids Handling Pump

Model: 4JSVD-DJDST-45H-MC

ENVIROPRIME
system

With its heavy-duty cast-iron construction, ability to dry-prime and re-prime automatically, this end-suction centrifugal pump leads the industry in construction, industrial and mining applications. The Thompson 4JSVD-DJDST-45H-MC trailer mounted, sound attenuated solids handling pump is designed for moderate flows to 1,420 gpm and high heads to 440 feet making it perfect for sewage bypass pumping or general construction dewatering.

ENVIROPRIME SYSTEM[®] with OVT

- Thompson's innovative priming system preventing blow-by of sewage, effluent and waste from discharging onto the ground. This system, with Thompson's oil-less vacuum technology (OVT) system, offers 97 SCFM air handling capabilities for quick priming.

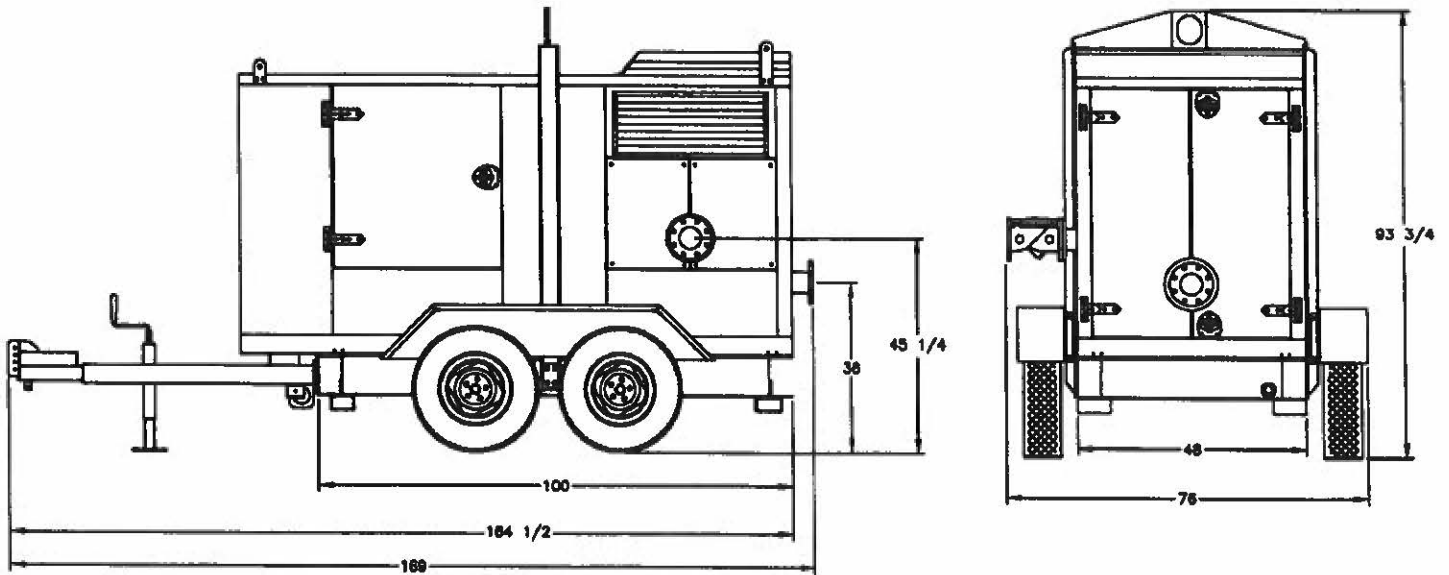
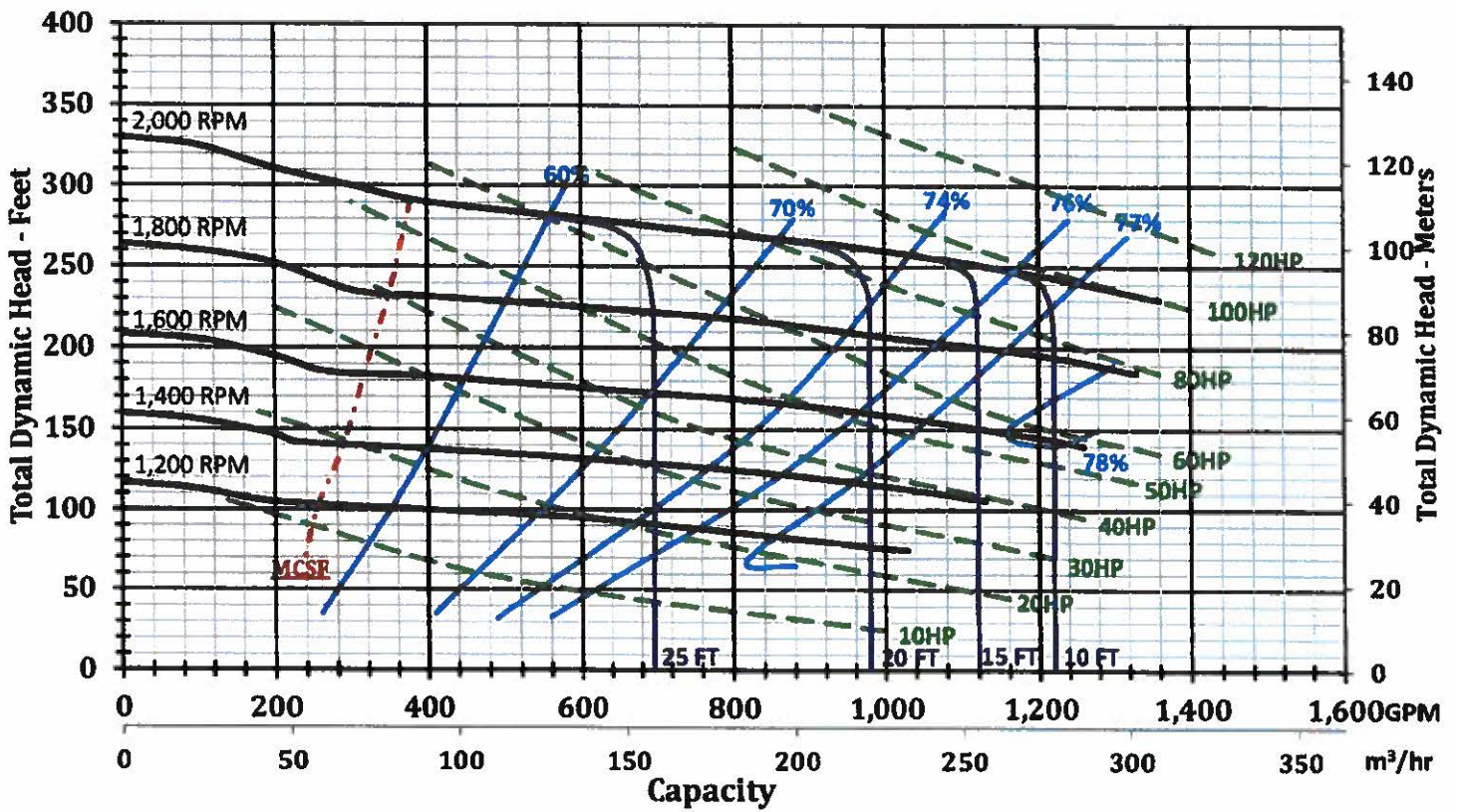


Consult factory for other versions & options including site trailers, sound attenuation, etc.

Materials	
Pump Casing	Heavy-duty class 30 cast-iron
Impeller	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile iron, with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 14"
Mechanical Seal	2.5" run-dry, oil or grease lubricated with Tungsten Carbide rotating and Silicon Carbide stationary seal faces. Single inside mounted, non-pusher type with self-adjusting elastomeric bellows. All other components are 304 stainless steel and viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast iron with tapered bore design
Bearings & Frame	Heavy-duty grease lubricated to carry both axial and radial loads. Frame is heavy-duty class 30 cast-iron
Shaft	SAE 1144 'stress-proof' steel and fitted with a renewable 416 stainless steel sleeve

TECHNICAL SPECIFICATIONS

Suction Size	4" (10.16 cm)	Approximate Dry Weight	TBD
Discharge Size	4" (10.16 cm)	Fuel Tank	127 Gal (480.75 L)
Maximum Flow Capacity	1420 gpm (322.34 m ³ /h)	Fuel Consumption @ 1,800 rpm	5.74 GPH (21.73 L/h)
Maximum Head	440 ft (134 m)	Best Efficiency Point	78%
Maximum Solids Handling	3" (7.62 cm)	Maximum Operating Times	Fuel Economy
Maximum Operating Speed	2000 rpm	22 hours @ 2,000 rpm	0.350 lb/hp-hr@2,000 rpm
Maximum Operating Temp.	200°F (93.33°C)	26 hours @ 1,800 rpm	0.351 lb/hp-hr@1,800 rpm
Maximum Operating Pressure	190 psi (1313 kPa)	32 hours @ 1,600 rpm	0.360 lb/hp-hr@1,600 rpm



Engine Specification

Engine Model	John Deere 4045H, 149 hp @ 2,000 rpm	Standard Equipment	Alternator, radiator, muffler, and residential grade silencer muffler
Type	4-cylinder, in-line, 4-cycle, water-cooled, turbo-charged, direct-injected, Tier III diesel	Automatic Shut-downs	Low lube oil pressure; high water temperature

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2008) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for exact capabilities.

CONSENT
AGENDA ITEM # 3



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

July 31, 2018

Quote # MSR-BL-1876

City of Panama City Beach
 116 South Arnold Road
 Panama City Beach, FL 32413

PH: (850) 233-5054 Ext. 2404
 CELL: (850) 258-4231
 E: ashortt@pcbgo.com

RE: FY 2017-2018 4" Vacuum-Assisted Trailer Mounted Sound Attenuated Pump

Al,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand this pump will be used by the City of Panama City Beach for by-pass pumping operation.

Per your request, we are providing 2017-2018 Florida Sheriffs Association Contract Package Specification 076 pricing for (1) Thompson Pump Model 4JSVM-DIST-4LE2T-M a 4" vacuum-assisted, trailer mounted pump. The net price is derived from our 2017 Florida Sheriffs Association Contract Bid Award #FSA17-VEH15.0-Cab & Chassis Trucks & Other Fleet Equipment. This Florida based government contract enables the City of Panama City Beach to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA17-VEH15.0, Spec #076.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

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CONSENT
 AGENDA ITEM #

3



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA17-VEH15.0 / Specification #076

Description	Order Codes	Qty	FSA	Subtotal
6JSC	Vehicle			
Zone:	Central			
Base Price:		1	\$ 36,980.00	\$ 36,980.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), battery charger, spare tire, hydraulic brakes, DOT light package, trailer, and 24 month warranty				
Delete Options:				
<< Delete option, Spare Tire	Spare Tire	1	(\$ 316.00)	(\$ 316.00)
<< Delete option, Hydraulic Brakes per axle	Hydraulic brakes	1	(\$ 895.00)	(\$ 895.00)
Add Option:				
<< Add option, Upgrade pump from 6JSC to 4JSV with FT4 engine, Enviroprime vacuum-assisted – trailer mounted	4JSV-FT4	1	\$ 2,586.00	\$ 2,586.00
<< Add option, Upgrade to aluminum sound attenuated 4" pump package – 4JSC/4JSV/6JSCEN Silent Knight Sound Attenuated Enclosure	4/6 Silent Knight	1	\$ 9,754.00	\$ 9,754.00
Final Model: 4JSVM-DIST-4LE2T-MC				\$ 48,109.00

*** Terms & Conditions ***

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- DELIVERY: 10-12 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
- PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
- NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

CONSENT
 AGENDA ITEM # 3

With its heavy-duty cast-iron construction and fast priming capabilities, this solids handling, trailer mounted, sound attenuated pump leads the industry in construction, industrial and municipal applications. The Thompson 4JSVM-DIST-4LE2T-MC is designed for moderate flows and heads to 132 feet making it perfect for sewage bypass pumping or general construction dewatering. The 4JSVM-DIST-4LE2T-MC pump provides flow rates up to 1,200 gpm and solids handling to 3".



Consult factory for other versions & options including site trailers, sound attenuation, etc.

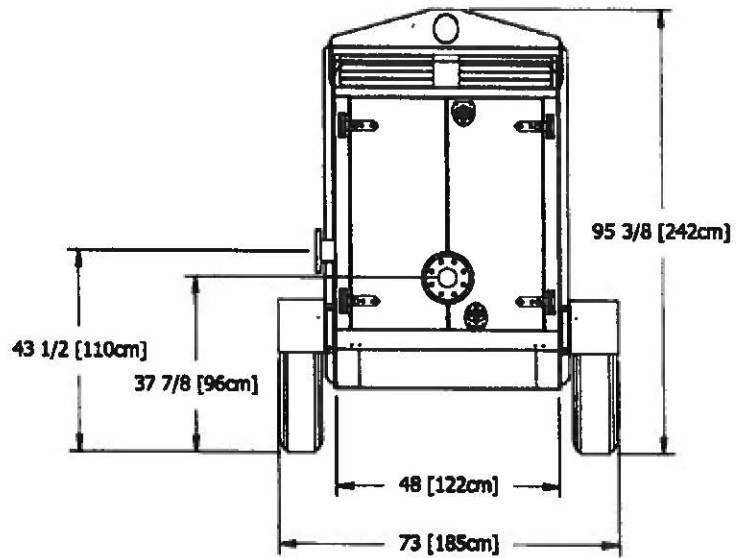
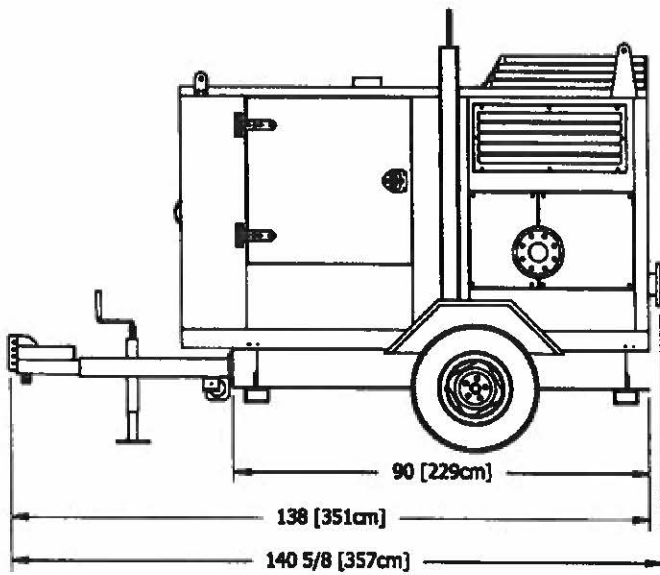
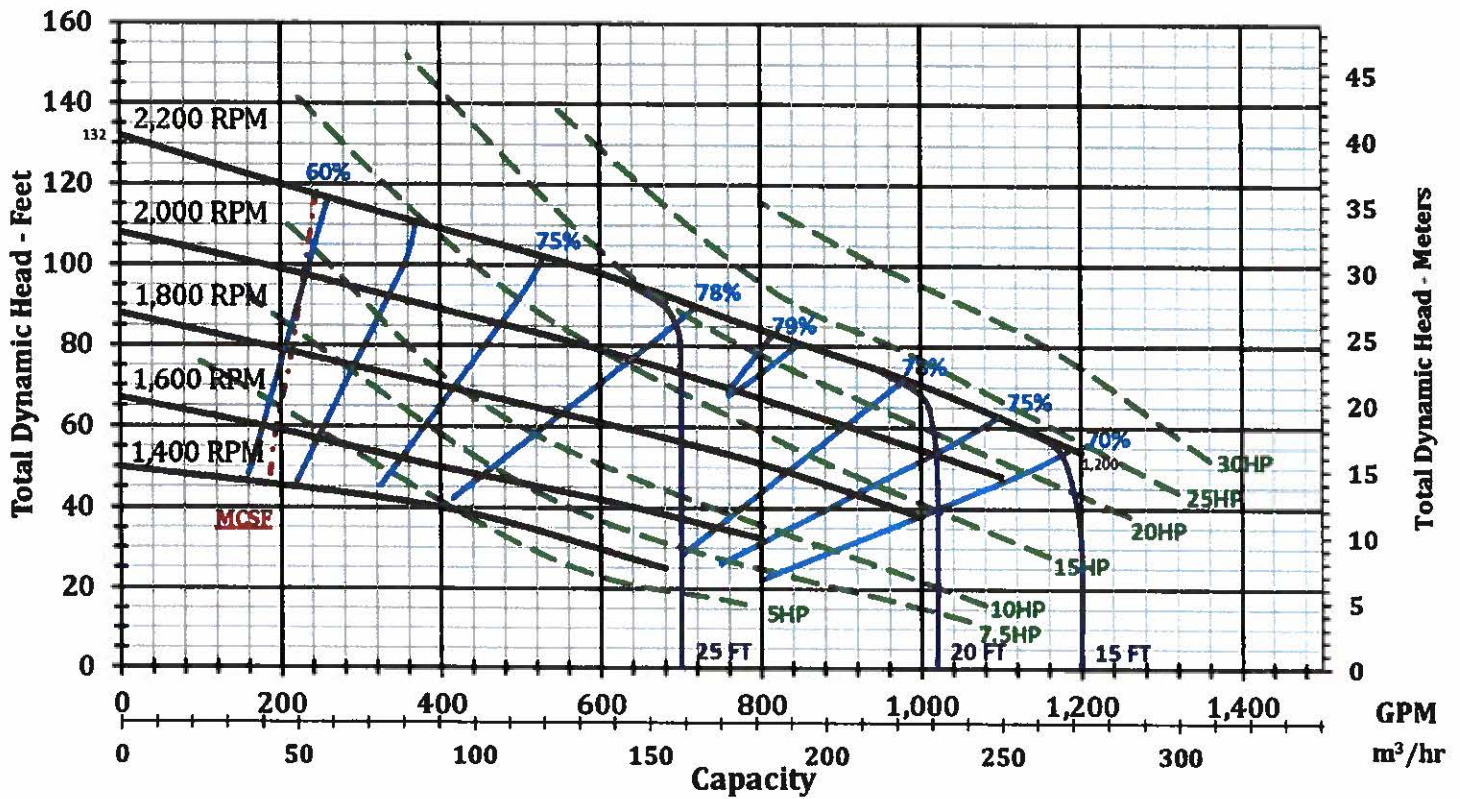
ENVIROPRIME SYSTEM[®] with OVT

- Thompson's innovative priming system preventing blow-by of sewage, effluent and waste from discharging onto the ground. This system, with Thompson's OVT system, offers 97 SCFM air handling capabilities for quick priming.

Materials	
Pump Casing	Heavy-duty class 30 cast-iron
Impeller	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 8.25"
Mechanical Seal	Dry-running, grease or oil lubricated with Tungsten Carbide rotating and Silicon Carbide stationary seal faces. Single inside mounted, non-pusher type with self-adjusting elastomeric bellows. Other components are 304 stainless steel and viton
Head	Rugged, back pull out design, heavy-duty class 30 cast iron with tapered bore design
Bearings	Heavy-duty grease lubricated to carry both axial and radial loads
Shaft	High quality 'stress-proof steel

TECHNICAL SPECIFICATIONS

Suction Size	4 in (10.16 cm)	Approximate Dry Weight	5,240 lbs
Discharge Size	4 in (10.16 cm)	Fuel Tank	100 gal (378.54 L)
Maximum Flow Capacity	1200 gpm (272.4 m ³ /h)	Fuel Consumption @2200rpm	1.71 gph (6.47 L/h)
Maximum Head	132 ft (40.23 m)	Best Efficiency Point	79 %
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Times	Fuel Economy
Maximum Operating Speed	2200 rpm	58 hours @ 2200 rpm	0.399 lb/hp-hr @ 2200 rpm
Maximum Operating Temp.	200 °F (93.33 °C)	73 hours @ 2000 rpm	0.396 lb/hp-hr @ 2000 rpm
Maximum Operating Pressure	57 psi (393 kPa)	90 hours @ 1800 rpm	0.386 lb/hp-hr @ 1800 rpm



Engine Specification

Engine Model	Isuzu 4LE2T 40 HP @ 1800 rpm	Standard Equipment	Cooled EGR, Wastegate Turbo-charger, emission control device, alternator, radiator
Type	EPA Final Tier 4, In-Line, 4-Cycle, Turbocharged, high-pressure common-rail diesel	Automatic Shutdowns	Low lube oil pressure; high water temperature

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CONSENT
AGENDA ITEM #

2

Consent Item

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Community Redevelopment Agency (CRA)/Kelly Jenkins

2. MEETING DATE:

8/09/2018

3. REQUESTED MOTION/ACTION:

Approve Resolution setting CRA program priorities for FY 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)

A public budget workshop was held on July 26, 2018 for a variety of City departments, during which an update on the financial condition and progress of the CRA was discussed with the City Council. During the discussion an updated Draft Near Term Work Plan for Fiscal Year 2019 was proposed. Staff was directed to move forward with the draft work plan and it is included within the resolution attached. By approving this Resolution, CRA activities and priorities for FY 2019 can be memorialized and implemented.

CONSENT
AGENDA ITEM # _____

Handwritten signature and asterisk

RESOLUTION NO. 18-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE FRONT BEACH ROAD REDEVELOPMENT AREA; PROVIDING FOR FINDINGS; AUTHORIZING AND DIRECTING THE EXECUTION OF A NEAR TERM WORK PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 26, 2018, the City Council acting in its capacity as the Panama City Beach Community Redevelopment Agency held a public workshop for the purpose of reviewing the current and proposed budgets for the Front Beach Road Community Redevelopment Agency, and to discuss and develop a consensus relating to the use and expenditure of currently available Front Beach Road Community Redevelopment Trust Fund monies; and

WHEREAS, by this resolution this City Council desires to articulate and memorialize its consensus and policy direction.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

SECTION 1. AUTHORITY. Pursuant to Article VIII, Section 29(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City of Panama City Beach (the "City") has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law. Pursuant to Section 163.358, Florida Statutes, the City, acting

4

ex officio as the Panama City Beach Community Redevelopment Agency (the "Agency"), has all the powers necessary or convenient to carry out and effectuate the purposes and provision of Part III of Chapter 163, Florida Statutes (the "Community Redevelopment Act").

SECTION 2. FINDINGS. It is ascertained, determined and declared as follows:

(A) The Front Beach Road Community Redevelopment Plan contains three, long term, primary objectives:

- (1) Pedestrian, Parking and Transportation Improvements. This objective includes an enhanced and interconnected network of right of way and other infrastructure projects that focuses on improving pedestrian movement, overall parking needs along Front Beach Road, ingress/egress and evacuation routes along Front Beach Road and its major connectors, upgrading stormwater management along Front Beach Road, and undergrounding of utilities within the Redevelopment Area.
- (2) Enhance Beach Access and Related Parking. This objective includes the enhancement of existing beach access points and the creation of new access points where warranted, and the provision of parking areas to support these access points throughout the corridor.
- (3) Plan Funding and Financing. This objective includes the creation and maintenance of efficient, practical and equitable funding and

financing to properly implement the Plan and its several projects, utilizing tax increment revenues, non-ad valorem assessment revenue, bonds, other public instruments, grants, public/private partnerships and other sources of funding.

(B) Activities previously authorized by the City Council in accordance with the last Work Plan adopted by Resolution 17-121 on August 10, 2017, and subsequently completed to advance the first, and third and to more limited degree the second, primary objectives include:

- (1) Front Beach Road Segment 2. Provided project management, construction engineering inspection and coordination of this multi-laning, multimodal, storm drainage, utilities, and aesthetic improvements project. Coordinated access agreements for the contractor and the City to install gulf power conduit at designated locations within several private properties. Coordinated with property owners about construction activities and concerns. Made field adjustments to incorporate new private property construction within this corridor.
- (2) Front Beach Road Segment 3 and Hwy 79. Received direction from FDEP regarding the allowable stormwater methodology for this project. Received the relocation needs assessment survey from Keystone Field Services. Moved forward in the process to acquire property necessary to be able to construct the proposed improvements. Negotiated a task order with Dewberry Engineers Inc. for the redesign of the Front Beach Road Segment 3 and Highway 79 project.
- (3) Worked with FDOT to finalize the combined TRIP grant funding. Proceeded with the RFQ process for the design and construction plans for Segment 4.1 (Lullwater to Hill Road).
- (4) Coordinated with future developments for CRA right-of-way partnerships.

4

- (5) Managed CRA landscape maintenance contract for Churchwell Drive, Richard Jackson Boulevard, Powell Adams Segment 1, South Thomas Drive and Front Beach Road Segment 1.
 - (6) Continued coordination efforts with City consultant for the financial modeling of Front Beach Road CRA with Operations and Maintenance costs including:
 - Future Capital Costs
 - Future Maintenance Costs
 - Future Funding
 - (7) Blighted Properties. Supported identification and cleanup of blighted properties within the CRA. Continued code enforcement activities for City of Panama City Beach Ordinances within CRA boundaries.
 - (8) Considered beach parking opportunities to compliment beach access points to include public/private parking partnerships.
 - (9) Provided Annual and Financial Reporting required by the CRA to both City Council for approval and to be posted on the City website.
 - (10) Coordinated approval of the CRA Work Plan through the Bay County Transportation Planning Organization (TPO) and integrated the plan into the Long Range Transportation Plan.
 - (11) Provided feasibility study to see what efforts and approximate expense would be required to design, permit and construct sidewalk between Front Beach Road Segment 2 and Segment 3.
- (C) The City Council, and ex officio as the governing body of the Panama City Beach Community Redevelopment Agency, at its budget workshop on July 26, 2018, considered the long term primary objectives of the Front Beach Road Redevelopment Plan, the currently authorized activities, the funds available and the uncertainty of future financing, and hereby re-



confirms its direction and support for the long term and short term goals stated above and its previous authorizations for those activities intended to achieve those goals.

- (D) The July 26, 2018 workshop provided the City Council and public the opportunity to discuss and prioritize the activities and projects to be authorized and undertaken with current funds available and unencumbered for the remaining 2018 fiscal year and through fiscal year 2019.

SECTION 3. DIRECTION AND AUTHORITY TO EXECUTE A NEAR TERM WORK PLAN.

- (A) The City Manager and staff under his direction, including the Program Manager and City sub-consultants, are hereby directed and authorized to budget or encumber, subject to final approval by the City Council, the available and unencumbered funds for fiscal years 2018 and 2019 necessary to undertake or carry out the following activities to advance the first, and third and to more limited degree the second primary CRA objectives, referred to as the "Near Term Work Plan:"

- (1) Continue management and CEI services for the CRA Front Beach Road Segment 2 project.
- (2) Continue management of Front Beach Road Segment 3 and Highway 79 re-design project and acquire FDEP permitting. Finalize necessary right-of-way acquisition.
- (3) Proceed with a Task Order to begin the design and construction plans for Segment 4.1 (Lullwater to Hill Road).



Coordinate with FDOT to utilize the combined TRIP grant funding.

- (4) Coordinate with future developments for CRA right-of-way partnerships.
- (5) Manage CRA landscape maintenance contract.
- (6) Finalize the financial modeling of Front Beach Road CRA with Operations and Maintenance costs including:
 - Future Capital Costs
 - Future Maintenance Costs
 - Future Funding
- (7) Consider beach parking opportunities to compliment beach access points to include public/private parking partnerships.
- (8) Continue exploring alternate roadway transit funding through government grants, loan programs, and public/private partnerships.
- (9) Continue effort to evaluate local economic trends and available tax increment revenues to develop financing options and plans, including leveraging tax increment funds to procure additional bond financing.

(B) If current funds on hand shall appear insufficient to complete the Near Term Work Plan, the City Council reserves the duty to resolve conflicting priorities.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

ADOPTED this _____ of _____.

**CITY COUNCIL OF PANAMA CITY BEACH,
FLORIDA, AND EX OFFICIO AS THE
GOVERNING BODY OF THE PANAMA CITY
BEACH COMMUNITY REDEVELOPMENT
AGENCY**

Resolution 18-128
Page 6 of 7

CONSENT
AGENDA ITEM # _____

H

Regular Item

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Admin/Planning Department

2. MEETING DATE:

August 9, 2018

3. REQUESTED MOTION/ACTION:

Four Planning Board members and One Civil Service Board member will have their term expire 9/30/18. Staff needs direction for appointments.

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 Planning Board consists of seven members, with four members having their term expire 9/30/18. Those members were asked if they would serve again, and three stated they would at the pleasure of the Council. The fourth member asked not to be reappointed.

- Ed Benjamin expires 9/30/18
- Ron Dowgul does not want to serve again
- Mark Sheldon expires 9/30/20
- David Scruggs expires 9/30/18
- Paul Turner expires 9/30/20
- Josh Wakstein expires 9/30/20
- Felicia Cook expires 9/30/18

The Civil Service Board consists of five members, with three having their term expire 9/30/18. One member is appointed by the employees, one member is appointed by the Board members and the third member is appointed by the City Council. Ms Swartout stated she would serve again at the pleasure of the Council.

- Bill Montfort (5th member) expires 9/30/18
- Michael Jarman expires 9/30/19
- Debbie McCormick expires 9/30/19
- Sherry Swartout expires 9/30/18
- Mark Neitzel (employees) expires 9/30/18

Council may accept the reappointment of those wishing to serve or advertise these positions. In the past, Staff advertised for interested residents to apply. If directed to advertise, applications of qualified residents would be presented to the Council at the 9/13/18 meeting.

**BOARDS OF THE CITY
2017-2018
07/12/18**

<u>BOARD</u>	<u>MEMBER</u>	<u>TERM EXPIRES</u>
<u>CIVIL SERVICE</u>		
Regular Meeting	Bill Montfort (Board)(Chair)	2018
1 st Wednesday	Michael Jarman (Council)	2019
12:00 P.M.	Debbie McCormick (Employees)	2019
2 yr term	Sherry Swartout (Council)	2018
4 pick 5th	Mark Neitzel (Employees)	2018

<u>PLANNING</u>			
Regular Meeting	Ed Benjamin Chair(18) mtsepb@comcast.net	624-3800	2018
2 nd Monday	Ronald Dowgul rdowgul@gmail.com	814-6152	2018
2:00 P.M.	Mark Sheldon pcbmarks@gmail.com	334-464-3030	2020
4 yr term	David Scruggs dscruggs@sdavisionengineering.com	541-6188	2018
Chmn annually by CC	Paul Turner, No email	234-8306	2020
VC chosen by Bd	Josh Wakstein pcbjosh@gmail.com	258-8772	2020
	Felicia Cook Vice-Chair (18) felicia.cook@chsfl.org	816-686-6884	2018

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

EXAMINING	Keith Walker (Htg & Air)	630-1159	2020*
Regular Meeting	Robert Stumpf (Plumbing)	258-6717	2021
3 rd Monday	Frank Woodford (Gas)	896-4637	2021
3:00 P.M.	James Ryerson (Electrical)	258-5911	2021
3 yr term	Darrell Rizzuto (Building)	258-6101	2019
term expires 7/22	Larry J Couch, Sr (Civilian)	596-2461	2019
	Robert Klemen (Building)		2019

First term will be 2 years, then roll to 3 years if reappointed**

Code Enforcement Hearing Officers	Russ Ramey Brian Hess	renewed automatically yearly unless City Mgr rejects
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TDC- Regular meeting 2nd Tue 9AM

Mayor Thomas		12/31/21
Phil Chester		12/31/21
Gary Walsingham	Non-Collector Seat	236-1290
David Chapman	Collector Seat	12/31/19

AIRPORT AUTHORITY- Regular meeting 4th Wed 10AM

4 yr terms-2 term limit			
Del Lee (2 nd term)	338-0100	del.lee@clementgroup-llc.com	06/30/21
Ken Nelson (1 st term)	258-7249	thecaptken@aol.com	06/30/20

BAY COUNTY LEAGUE OF CITIES-

Paul Casto

TPO- Meets every other mo, 4th Wed at 3:30PM-

Hector Solis, Geoff McConnell

WFRPC- meets monthly, 3rd Monday, 3:30 PM at Crestview City Hall

Hector Solis

AGENDA ITEM # 1

Regular Item

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/MARIO GISBERT

2. MEETING DATE:
AUGUST 9, 2018

3. REQUESTED MOTION/ACTION:
OPEN A PUBLIC HEARING AND CONSIDER FIRST READING OF ORDINANCE ESTABLISHING MORATORIUM ON ACCEPTANCE OF APPLICATIONS FOR HEIGHT INCENTIVES

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)
AT ITS REGULAR MEETING ON JULY 26, 2018, THE COUNCIL DIRECTED STAFF TO IMMEDIATELY STOP ACCEPTING APPLICATIONS FOR HEIGHT INCENTIVES. A NON-EMERGENCY ORDINANCE IS REQUIRED TO FORMALLY ESTABLISH SUCH A MORATORIUM. THE ATTACHED ORDINANCE DIRECTS STAFF TO BRING BACK TO THE COUNCIL RECOMMENDATIONS ON AMENDMENTS TO THE CITY'S LAND DEVELOPMENT CODE REGARDING HEIGHT AND HEIGHT INCENTIVES. THE ORDINANCE PROVIDES FOR EXPIRATION OF THE MORATORIUM ON JANUARY 31, 2019, OR UPON ADOPTION OF A SOONER ADOPTED ORDINANCE PROVIDING FOR ITS TERMINATION.

NOTICE OF THE AUGUST 9 PUBLIC HEARING WAS PROPERLY AND TIMELY PUBLISHED. STAFF RECOMMENDS APPROVAL.

AGENDA ITEM # 2

ORDINANCE 1470

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR HEIGHT INCENTIVES RECEIVED BY THE CITY ON OR AFTER JULY 26, 2018; DIRECTING STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT AMENDMENTS AND OTHER RECOMMENDATIONS REGARDING HEIGHT AND HEIGHT INCENTIVES FOR DEVELOPMENT IN THE CITY; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Panama City Beach, Florida (the "City"), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, on July 26, 2012, the City adopted a form-based Land Development Code, which codified a table of height incentives by which a development could achieve heights in excess of the caps also established in that LDC; and

WHEREAS, the Planning Board has discussed the modification of the table of available height incentives, by making some of the current incentive options mandatory, and to eliminate some of the options altogether; and

WHEREAS, the City Council desires to also consider the impacts of the City's existing maximum heights limits, and the repeal of height incentives altogether; and

WHEREAS, on July 27, the City Council directed staff to immediately stop accepting applications for height incentives, to process applications already received, and thereafter to recommend amendments to the Land Development Code regarding height and height incentives; and

WHEREAS, the City desires to place the public and all interested parties on notice that it is considering such amendments and is hereby creating a temporary moratorium on the acceptance of applications for development orders which contemplate height in excess of the maximums established (without incentives) in the City's Land Development Code (cf. Tables 4.02.02A and 7.02.03H, City LDC); and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on the acceptance of new applications for height incentives for a period of time reasonably necessary for the City to determine if the availability of height incentives benefit or harm the public health, safety, and welfare, and to review and consider revisions to the City's Land Development Code regarding height and height incentives if deemed advisable by the City; and

WHEREAS, the City Council hereby finds that the temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the City the time reasonably necessary to investigate the impacts of current height limits on the City's infrastructure, and if necessary, to promulgate reasonable regulations amending the City's maximum height limits; and

WHEREAS, the City Council hereby finds that this ordinance is in the best interest of the public health, safety, and welfare.

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

SECTION 1. FINDINGS OF FACT. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2. TEMPORARY MORATORIUM. Beginning on the effective date of this Ordinance and continuing through **January 31, 2019**, or sooner if provided by an ordinance of the City Council, a moratorium is hereby imposed on the **acceptance and processing of applications for development orders** which contemplate height in excess of the maximums established (without incentives) in Tables 4.02.02A and 7.02.03H of the City's Land Development Code.

SECTION 3. This ordinance shall not prevent the processing of applications for development orders received by the City Planning Department on or before July 26, 2018, and the issuance of any development orders on such applications. This ordinance shall not prevent the acceptance, processing and issuance of building permits for the construction of structures for which development orders were issued on or before July 26, 2018.

SECTION 4. STUDY AND RECOMMENDATIONS. During the moratorium period described in Section 2 of this ordinance, City staff is hereby directed to study the City's existing height and height incentive caps, and their impact on the health, safety, and welfare of residents and businesses located within the City, and to develop and recommend land development amendments and recommendations for consideration by the City Council and Planning Board.

SECTION 5. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 6. SCRIVENER'S ERROR. The city attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

SECTION 7. EFFECTIVE DATE. This ordinance takes effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018 and
the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

DRAFT

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Regular Item

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Code Enforcement/Legal

2. MEETING DATE:

August 9, 2018

3. REQUESTED MOTION/ACTION:

Consider Ordinance 1469 for first reading setting building maintenance standards for properties within the City limits and allowing enforcement of these standards.

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)

Currently, the City's Code of Ordinances does not regulate or require the continued maintenance of buildings or properties other than to comply with certain provisions of the Land Development Code or to abate a public nuisance.

Ordinance 1469 creates Section 8-7 of the City's Code of Ordinances which sets forth certain building standards and requires properties in the City be maintained in accordance with those standards. These standards largely focus on the overall appearance of the exterior of structures which are visible from the public right of way and serve to preserve the aesthetic appeal of the City and the desirability of the City as a permanent destination for residents and tourist destination for visitors. The Ordinance allows violations of this section to be enforced via the City's existing Code Enforcement Hearing Officer System and sets a civil penalty for failure to meet the building maintenance standards.

Staff recommends approval. If adopted, this ordinance will be scheduled for a public hearing and second reading.

ORDINANCE NO. 1469

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, CREATING SECTION 8-7 OF THE CITY'S CODE OF ORDINANCES RELATED TO MAINTENANCE OF BUILDINGS; SETTING STANDARDS FOR MAINTENANCE OF BUILDINGS; REQUIRING THAT BUILDINGS AND PROPERTY MEET THE MAINTENANCE STANDARDS SET FORTH HEREIN; ESTABLISHING CIVIL PENALTIES FOR VIOLATIONS OF SECTION 8-7; PROVIDING THAT VIOLATIONS OF SECTION 8-7 MAY BE ENFORCED BY THE REMEDIES AND PROCEDURES SET FORTH IN CHAPTER 25 RELATED TO CODE ENFORCEMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City Council desires to improve and maintain the appearance of certain buildings and structures, which, while structurally sound, safe, and complying with the minimum requirements set forth in the Florida Building Code, are inadequately maintained; and

WHEREAS, the City's tourist economy is largely dependent upon the City maintaining a welcoming and desirable appearance of its buildings; and

WHEREAS, the City Council finds that inadequate maintenance of certain buildings which become aesthetically displeasing, affect property values of nearby property, affect citizen and visitor attitudes about the desirability of the City as a tourist destination its businesses including the livability of its residential neighborhoods, contribute to community blight; and

WHEREAS, the City Council finds that establishing reasonable uniform community standards for appearance and maintenance of buildings and properties in the City will benefit the City's appeal for visitors and residents alike; and

WHEREAS, the City finds that buildings which have broken windows or are poorly maintained so as to appear abandoned become targets of vandalism and may

create opportunities for other criminal acts; and

WHEREAS, the City Council finds that providing a mechanism to assure building maintenance is reasonably related to crime prevention. This division is designed to protect and preserve the appearance, character, and value of buildings, structures, and properties, thereby promoting the general welfare.

WHEREAS, while the City Council is desirous of protecting property values, protecting and enhancing the aesthetics of the City as a tourist destination, the livability of its neighborhoods, preventing community blight, and preventing crime, the City is no less cognizant of a resident's right to enjoyment and use of his or her building, dwelling, and property—free of unreasonable or unwarranted governmental intrusion. The City recognizes that this right is also an important public purpose no less worthy of protection than the other interests identified above.

WHEREAS, the City has carefully weighed these governmental interests, and has attempted to strike a reasonable balance among them by enacting the regulations encompassed in this Ordinance. Their purpose is to establish reasonable standards of community appearance and property maintenance which will allow the City to address instances where governmental action is appropriate.

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, Chapter 8, Article I, Sections 8-7 of the Code of Ordinances of the City of Panama City Beach related to building maintenance, are created to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 8-7. Inadequately maintained buildings, structures, or properties

(a) Every building, structure, and property shall be maintained in good repair and in good condition, in accordance with the following appearance standards:

(1) Exterior Walls.

a. External walls (or any portion thereof) and external wall patches (except areas featuring real brick, rock, or other architectural treatments that are not customarily painted) shall be painted. Cracking, chipping, blistering, or peeling paint shall not be so excessive or exist to such a degree that such conditions are easily and clearly discernable from any adjoining public right-of-way or property.

b. All building exterior wall surfaces shall be kept free of discolored or chipped paint to prevent deterioration, and must be repainted, recovered, or cleaned when twenty-five (25) percent or more of any exposed, single distinct wall face surface area becomes discolored or has peeling or chipping.

For purposes of this section discolored shall mean the present wall surface color has discernibly different colors due to bleaching, soiling, staining or streaking. "Good condition" shall mean the building feature is performing according to its originally intended function. "Good repair" shall mean that any repair made to a structure's feature is consistent with and ensures the feature's originally intended function and that the repair was executed in a workmanlike manner.

(2) Roof repairs and replacements shall be finished. There shall be no areas of exposed roofing underlay materials, or mismatched or assorted shingles. All roof repairs or roof replacements shall be finished. Tar paper, bitumen membrane or other "drying in underlay system" must be covered with tiles or shingles and finished on the edges with drip edging or other appropriate flashing.

(3) Repair work shall be painted in a manner that matches as close as reasonably possible the color of the area around or near the patch.

(4) The glass in windows and in glass sliding doors shall be free from cracks or breaks.

(5) Foundations, exterior walls and roofs shall be weathertight without any cracks or holes.

(6) All appurtenances to any structure, such as awnings, shutters, light fixtures or mailboxes shall be securely attached and not broken, hanging loose, or falling away from the structure.

(9) Decorative elements of any structure facade(s) shall be kept in a well maintained condition so that they are not broken, hanging loose, falling down, or unpainted.

(10) Windows and doors shall be secured in a tight-fitting, weather-proof and rodent-proof manner. Window sashes with rotten wood, broken joints or deteriorated mullions or muntins, shall be replaced and all materials exposed to the exterior painted, stained or otherwise treated in a manner consistent and

harmonious with the remainder of the structure. Soffit screens shall be secured in a tight-fitting and rodent-proof manner and the screens shall be free from holes, tears or rips.

(11) Screen enclosures shall be free of tears or rips greater than twelve (12) inches in length or diameter, and all panels of the enclosure designed to be screened must contain screening.

(12) All private sidewalks, walkways, decks, roads, streets, driveways, parking areas, and other paved or hard surfaced areas located within private property and intended for use by vehicular or pedestrian traffic shall be kept clean and free of trash or debris at all times.

(13) Mildew, rust, and excessive dirt deposits.

a. All buildings, structures, (including roofs), or other improvements shall be free from mildew, rust deposits and dirt and must be repainted, recovered or cleaned when twenty-five (25) percent or more of any single distinct surface area becomes so discolored. Discolored shall mean the wall surface is a different color due to the presence of the mildew, rust or dirt and that such discoloration is easily and clearly discernable from any adjoining public right of way or adjoining private property.

(b) Failure of any building, structure or property to comply with the above community appearance standards shall be a violation of this Code. However, if any of the above conditions exist on a temporary basis while work is being performed pursuant to a valid building permit, which work is to cure the condition, then no violation of this section shall exist during the term set by the building permit.

(c) Upon determination by code enforcement officer that a building, structure, or property violates the provisions of this section, in addition to any other penalty provided by law, this section may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

(d) The following schedule of penalties shall apply to violations of section 8-160, and a greater penalty may in any case be imposed:

(1) One (1) to four (4) separate violations; twenty-five dollars (\$25.00) per violation, per day the violation continues.

(2) Five (5) or more separate violations; fifty dollars (\$50.00) per violation, per day the violation continues.

(e) The City Manager may suspend the requirements of this section following a disaster where the City Manager finds the community is in need of additional time to address life-safety issues prior to complying with these standards. "Disaster" means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency

by a county, the Governor, or the President of the United States.

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 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. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 5. 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 _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.
Posted on pcbgov.com on the ____ day of _____, 2018.