

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 23, 2018

MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- COUNCILMAN CASTO
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN CASTO
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE SPECIAL MEETING/BUDGET WORKSHOP OF JULY 26 AND REGULAR MEETING OF AUGUST 9, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS-COUNCILMAN CASTO
 - 1 EMPLOYEE RECOGNITION FOR RETIREMENT AT 30+ YEARS OF SERVICE
 - 2 PROPOSED WATER AND WASTEWATER UTILITY IMPACT FEE STUDY PRESENTATION- PRMG
 - 3 CRA SEGMENT 2 CONSTRUCTION UPDATE
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 18-129, "PANAMA CITY BEACH MARATHON" ROAD USAGE.** *"A Resolution of the City of Panama City Beach, Florida, related to the "Panama City Beach Marathon"; authorizing extraordinary traffic control on portions of Front Beach Road, South Thomas Drive, Thomas Drive and Surf Drive on Saturday, December 1, 2018 for the Event."*
 - 2 **RESOLUTION 18-130, "PIRATES OF THE HIGH SEAS FESTIVAL" ROAD CLOSURES.** *"A Resolution of the City of Panama City Beach related to the "Pirates of the High Seas Festival"; authorizing closure of portions of L.C. Hilton Jr. Drive, Sea Monkey Way, Longboard Way, and Pier Park Drive on October 5 and 6, 2018, for the Event; and authorizing closure of a portion of Powell Adams Road and the temporary usage of a portion of Front Beach Road on October 6 to permit the Event's Parade."*
 - 3 **RESOLUTION 18-132, MASTER SERVICE AGREEMENT WITH MOTT MACDONALD FLORIDA, LLC, FOR PROFESSIONAL UTILITY ENGINEERING SERVICES, GENERAL WATER, SEWER AND RECLAIMED UTILITY FACILITIES.** *"A Resolution of the City of Panama City Beach, Florida, approving a Master Services Agreement with Mott MacDonald Florida, LLC, for professional utility engineering services related to the City's Water, Sewer, and Reclaimed Utility Facilities."*
 - 4 **"NATIONAL DAYS OF PRAYER AND REMEMBRANCE" AND "PATRIOT DAY" PROCLAMATION.** *"A Proclamation designating September 7-9, 2018 as "National Days of Prayer and Remembrance" and September 11, 2018 as "Patriot Day" in Panama City Beach, and requesting the citizens to display the flag at half-staff from their homes and businesses that day."*

- X. REGULAR AGENDA - DISCUSSION/ACTION**
- NO. OFFICIAL ITEM**
- 1 ML **ORDINANCE 1470, MORATORIUM ON ACCEPTING APPLICATIONS FOR HEIGHT INCENTIVES, 2ND READING, PUBLIC HEARING AND ADOPTION.**
- 2 MG **SET DATE(S) FOR SIX HEIGHT INCENTIVES HEARINGS.**
- 3 MG **ORDINANCE 1471, PARKS & RECREATION BOARD MEMBERSHIP, 1ST READING.**
- 4 MG **STREET DEPARTMENT BOOM TRUCK JOB DESCRIPTIONS.**
- 5* AM **RESOLUTION 18-133, CRA SEGMENT 3/SR 79 PROPERTY ACQUISITION OFFERS.**

XI. DELEGATE AND STAFF REPORTS

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

***Action items noted with an asterisk are taken both by the City Council and the Panama City Beach Redevelopment Agency jointly and concurrently.**

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

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

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

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



 City Clerk Date 8/20/18



 City Clerk Date 8/20/18

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

E-mailed to following interested parties on: 8/21/18, 2 P.M.

<u>NEWS MEDIA</u>	<u>CONTACT</u>
News Herald	Tyra Jackson
Bullet	Linda Lucas
Channel 4	News Dept

Channel 7	Newsroom
Channel 13	Brady Calhoun
Comcast	Stefanie Bowden
WOW	Cil Schnitker
WKGC	Tori Shay
WLTG	A. D. Whitehurst
Clear Channel	Production Director
Powell Broadcast	Jeff Storey, GM

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

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

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)

The Special Meeting/Budget Workshop 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 Special Meeting/ Budget Workshop to order at 10:26 A.M. with Council Members, City Manager, Finance Director, City Clerk and City Attorney present.

Councilman McConnell gave the invocation and led the Pledge of Allegiance.

Mayor Thomas announced it was a Public Hearing and he introduced Ms. White, Finance Director. He explained that he had asked Ms. White to give information about the budget items that might require lengthy debt service from the City. Ms. White said she would give a brief overview and that the Department Heads were in the audience to address their operational needs and answer any questions from the Council members. She added that she did not remove additional personnel requests from the budget and included all capital equipment requested by the Department Heads. However, whether the revenue stream for the next ten years would support all requests was questionable.

ITEM 1 CRA FUND, AGENCY/SPECIAL REVENUE FUND, PUBLIC HEARING. Ms. White explained the CRA Agency, its function, and the TIF funding. She reported the Tax Increment Funding (TIF) since its inception beginning in 2003 starting at less than One Million Dollars to projected FY19 at \$10.6 Million Dollars. Councilman Solis asked the amount of the annual payment for the CRA bonds and Ms. White responded \$3.4 Million Dollars was the debt service on the bonds.

The primary source of revenue for the Special Revenue Fund, which was directed by Ms. Jenkins, was the TIF, with some minor grants, public parking fees and Prop Share money. Councilman Solis asked Ms. Jenkins if any of the CRA sites qualified as brownfields and she replied none.

Ms. White explained the printout with the projected FY19 funding and expenditures, approximately \$16 Million Dollars. However, much of that money was restricted for debt service on the Bonds, pre-funding the next principle and interest payment, and some money for Prop Share on various roads. In actuality, the Trust Fund column totaling \$8.5 Million Dollars was the money Ms. Jenkins could use. Information was also listed for other upcoming projects such as the next Segments, and the funds appeared to be coming in at a rate which would allow the projects to continue moving forward, one Segment after another.

For this Budget, there were two additional personnel requests, one a CRA Manager and the other a CRA Field Inspector. For Operating expenses, they were in line with those in the past, no significant increases. One decrease was due to the new landscaping contract which was less than projected.

Ms. Jenkins presented the draft Near Term Work Plan, stating that the redesign of Segment 3/Highway 79 and property acquisition was in process as well as Segment 2 construction. She said they would continue to partner with future developments for right-of-way projects. Ms. Jenkins said they would also finalize the financial modeling for Operations & Maintenance costs. The Plan also included beach parking opportunities via public/private partnerships, as well as pursuing grants and public/private partnerships for alternate roadway transit funding.

Ms. Jenkins said the costs were projected out for five years and finishing Segment 2 this upcoming year. The majority of funds were now being used to acquire land for Segment 3 and hopefully bid out construction at the end of the next fiscal year. She said as soon as Segment 3 was ready, they would push to move into Segment 4.1. A

placeholder was prepared for Segment 4.2 but it was not anticipated until 2021 or 2022. She continued that in about four years, the funding for the projects would not be received as quickly. Mr. Gisbert said that was where the Assessment would make the difference as those funds would not only be used for maintaining the roads but also for capital projects.

Mayor Thomas said maintenance was an issue for the roads, and he thought the existing landscaping was too vigorous. He said the City could not maintain what had been planted in Segment 1 and he would rather have grass and pine straw, low maintenance. Ms. Jenkins said Segment 2 was scaled back and it was an ongoing project for the landscapers to keep on top of the existing plantings. Councilman McConnell said the tall grass and shrubbery in Segment 1 were hazards for motorists.

Regarding parking, Mayor Thomas said no one was checking the parking lots and that was a good source of revenue. He said local construction people were using the lots, preventing available parking for people to go to the beach. He recommended sending officers through the City parking lots. Councilman McConnell said the parking meters were also inoperable at times. Ms. Jenkins said the meters had been replaced and the new versions were operating better. She continued that staff had proactive communications to the Police when the meters were not operating and when repaired.

Councilman Solis said when the CRA reached the locations around Reid's Court and Sharkey's, the reconstruction would displace a significant amount of business pull-in parking. He said the City had a fund with approximately \$800,000 which dealt with parking lots, and he asked for discussion about purchasing lots for more parking. He mentioned some lots at Nautilus which would be good opportunities for paid parking lots and another revenue source. Mayor Thomas said he opposed public parking lots and explained the creation of the beach accesses which allowed locals to cross to the beach, not bring in out of town visitors. He urged caution. There were no objections for Staff to look into the matter.

Mr. Gisbert suggested, after based upon his conversations with staff, that the City not fill the Inspector position and instead look for a manager with field experience. Councilman McConnell said he would prefer the CRA Manager be an Assistant to the City Manager since the City did not have that position. Mayor Thomas said the CRA Manager should have worked up through the fields to reach that level. Councilman Solis agreed that an Assistant City Manager was needed. Mayor Thomas said he supported one position, the CRA Manager, as he felt it would save the City money, but would like them to stay within the CRA. Councilman Chester concurred. Ms. White said she would remove the Field Inspector.

ITEM 2 PIER FUND, PUBLIC HEARING. Ms. White explained the bulk of the revenue was from admissions and annual Pier passes, approximately One Million Dollars annually. Another source of revenue was the rent from Coastal Parasail, with the total revenue being approximately \$1.3 Million Dollars annually. Over the past few years, Staff set aside funds for future major repairs such as handrail replacements in event of a hurricane. She said she would like to reach One Million Dollars in Renewal and Replacement. Ms. White continued that the City had been using this Fund to subsidize the Aquatic Center for years. The sandy beach lifeguards were paid from this Fund and the TDC contributed to pay for the program. She said one new beach lifeguard was requested for this Fund.

Ms. White mentioned that health insurance benefits across the board were a significant cost to the City and reminded that the City was self-insured. This option helped the City immensely with being able to maintain the premiums basically flat and proposed keeping the premiums flat for next year. However, claims increased and plans were to spend some of the reserves which she thought were too high anyway. Ms. Philput was working with the City's new insurance broker for alternatives such as tiered plans.

For expenses, Operations and Maintenance were basically flat. The repairs to the Beach Accesses made them look better and costs were controlled. There were no large capital items in the budget.

Councilman Solis said he would support the additional beach lifeguard. He also suggested an additional deck area to the west which would allow more vendors and kiosks, room for walking and bring in more money. Councilman Chester mentioned purchasing the vacant lot across the street. Councilman Casto said he liked the idea of the deck and kiosks as it would not block the view and would bring in more money. Mayor Thomas opposed the idea as he thought it increased the value of the land with it being open.

Mayor Thomas commented that he did not think the Parks Department should run the beach lifeguard program or the Police Department run the Beach & Surf program. He said with it being a life safety issue, they should be run out of the Fire Department. He added that there should be no permanent lifeguards and it would save the City money by only having them seasonal. Councilman Casto said he agreed with Mayor Thomas and questioned why the guards were not hired as seasonal rather than full-time. Mr. Ponek replied that the current guards were seasonal and this new employee would be full-time. Councilman Solis said he understood the logic of hiring on a full-time basis for consistency and how difficult it was to hire lifeguards for only the season. Councilman Casto said he would not support a full-time lifeguard but would support adding a part-time employee and a full-time employee to Beach and Surf. Councilman McConnell said he would like the program run by the Fire Department. Mayor Thomas said the Beach & Surf employees were not certified and having the employees spread out made the program dysfunctional. Ms. White said from a budgetary standpoint, moving the employees from Pier and Police to Fire would take some time.

Mr. Gisbert asked to maintain status quo until September 30th, and then afterwards the three Departments get together and do a Budget Amendment. Councilman Solis said this meant not approving a new full-time beach lifeguard at this time. The other Council members concurred.

ITEM 3 AQUATIC CENTER FUND, PUBLIC HEARING. Ms. White said for the Aquatic Center, there was slight improvement in the revenue and no new full-time employees requested at this time. The expenses were basically flat and controlled as much as possible, with a cash carry forward of Eighty-Nine Thousand Dollars (\$89,000) which showed Staff was successful in controlling some of the costs. She continued that in the past, Five Hundred Thousand Dollars (\$500,000) was moved into the Aquatic Center Fund, and next year, she proposed only Four Hundred Fifty Thousand Dollars (\$450,000). One big project planned for next year was Eighty Thousand Dollars (\$80,000) to replace the liner in the Kiddie pool and she suggested over the next few years to set aside funds for the big pool liner replacement. She also explained the graph showing the revenue/expenses/and transfers since the pool's inception in 2006, ultimately transferring \$5 Million Dollars into the Aquatic Center, half from the General Fund and half from the Pier Fund.

Councilman Solis asked Mr. Ponek what other increases were planned for the outside sources such as the swim teams. Mr. Ponek explained this was the 6th year of the 6-year contract and prices had risen in baby steps over the years. He said as of October, the fee would be Five Dollars (\$5) per hour per lane whereas six years ago, it was only Two Dollars (\$2) per hour per lane. Mr. Ponek said the normal rate was Eight to Twelve Dollars (\$8-\$12) per hour per lane at other pools. The Mayor asked Mr. Ponek why the fees could not be increased to the Eight to Twelve Dollars (\$8-\$12) per hour per lane as in the other facilities. Mr. Ponek replied those changes could be made in the new contract at Council's direction. Mayor Thomas said many things could have been done at the Pier if those funds were not transferred to the Aquatic Center, and the School Board promised many things when the pool was originally planned and none had been done. He continued that the school system should pay more and the swim clubs should pay more. Councilman Casto asked if the softball fields paid for themselves. Mayor Thomas explained how the softball teams benefitted the City.

Councilman McConnell asked who actually used the pool and for user data by zip code. Ms. Joyner stated it was difficult to track the daily users but swim lessons and memberships were approximately 80% non-residents. Councilman Casto said that was the same for the entire Park. Discussion ensued concerning money brought to the beach by the softball teams as opposed to swim teams. Ms. White said the softball fields and recreation facilities were never meant to be user-fee driven and were supported by tax revenue and shared funds. However, when originally presented to the City Council for approval, the pool was proposed as user-fee driven and self-sustaining. Councilman Casto said it was also not built with an indoor pool to bring in six more months of revenue during the winter. He supported increased rates for the pool if the ball fields were also increased. Mayor Thomas said the rates for the City's ball fields should be the same as the rates for the new Sports Park when completed. Both he and Councilman Chester said so during the TDC meetings. The Mayor stated that he had asked for the last two years for the rates to be increased. Councilman McConnell suggested being more creative in generating additional revenue such as more advertisements. Comments were made that people from Chipley and Santa Rosa were coming to the pool. Councilman Solis agreed staff should be more aggressive in raising the rates.

Councilman Casto said he felt the daily rates were too low and he asked Mr. Ponek for his plans. Mr. Ponek replied that during open swim, it was Five Dollars (\$5) per person. He spoke of the increased use of the big pool now and concerns with raising the rates. Councilman Solis said he thought Five Dollars (\$5) was a reasonable fee for open swim. Mr. Ponek continued that after open swim, the rates increased to Eight Dollars (\$8) and sponsorships increased. Councilman Casto said possibly that would be an issue for the Parks & Recreation Board to address.

ITEM 7 COMMUNITY REQUESTS. Ms. White said two funding requests were included from outside agencies, the Library and the TPO. Regarding the Library, the City provided the building, utilities, and landscaping, and their budget had basically been flat for the past nine years. The Library asked for a Twenty-Nine Thousand Three Hundred Seventy-Two Dollar (\$29,372) increase, almost 18%. Councilman Casto said he would support the increase and Councilman Solis concurred. Ms. White said she would add this amount to the revision that would be presented at the next Budget Workshop.

Regarding the TPO for the Trolley, they asked for an additional Forty-Five Thousand Five Hundred Dollars (\$45,500), a 10% increase. Discussion ensued concerning the increase, with Councilman Solis emphasizing that the trolleys should be using the Segment 2 trolley lanes once completed. He also suggested a future discussion about possible incentives for hotels to purchase passes. Councilman Chester questioned the City funding a private business (Bay Town Trolley) and Councilman Solis said it was public transportation and government subsidized. Mayor Thomas opposed the funding due to the trolleys stopping in the middle of the road rather than pulling out of traffic to pick up passengers. Ms. White said she understood the consensus was to add the additional TPO funding and there were no objections.

Ms. White said the City had not received any requests from the Boys & Girls Club or the Senior Center for additional funding. At this point, she said she had the funding at the same level as last year, Sixty-Four Thousand Dollars (\$64,000) for the Boys & Girls Club and Forty-Five Thousand Dollars (\$45,000) for the Senior Center.

ITEM 4 GENERAL FUND REVENUE. Ms. White said she had highlighted the restricted sources of revenue and those funds could only be spent on a particular item or items. The proposed figures were conservative as in the past. She explained without an Ad Valorem Tax, the City had no control of the biggest revenue items, such as the 1%.

Ms. White explained how she amended the Budget based on the anticipated revenue for the next two months and the lag receiving the funds from one month to two months. She reported the State Share funds were not up significantly with many of the taxes flat. Grant monies were not budgeted until the Grants were awarded. In the Proposed Budget, the big difference was the Fire Assessment Revenue and she explained the applicable fees and discounts. Councilman Solis asked if the amount was what had been anticipated and Ms. Myers said the rolls had been adjusted due to the increased property value. Mayor Thomas said it was good and reported that five hotels would be under construction this year. Regarding the 1% Business Registration Tax, she estimated a 2%-3% increase. She kept other items flat with no major changes.

ITEM 5 ADDITIONAL PERSONNEL Ms. White said this year, Staff made the greatest number of personnel requests and she felt it important for the Council to decide whether to fill the positions first before amending the budgets. She said these positions were City-wide, and in the General Fund, the first position was an IT person. Mr. Gisbert said it would be beneficial to have another IT person. Ms. White said last year, the City spent about One Hundred Thousand Dollars (\$100,000) for the contract work while Mr. Pickle was working part-time. This year, with Mr. Pickle full-time only a small amount of work was being out-sourced to Mr. Law. Councilman Casto asked if the new position could be part-time and Mr. Gisbert said the City had been unable to find anyone who wanted to work part-time. The Police Department had their own full-time IT employee but Mr. Pickle still supported the other full-time and seasonal employees. Ms. White said the City had no one when Mr. Pickle was out. Councilman McConnell commented about his personal business with another technical-minded employee filling in when their IT person was out, and he did not see the need for two full-time IT employees. He suggested looking internally for an existing employee. Ms. White said the bulk of the IT salary was paid by the Utility Fund although his salary was allotted over the different Funds. She said it was a reasonable split and the new IT person would have their salary handled in the same manner. Councilman McConnell supported the new IT person if funded from Utilities.

Mr. Gisbert said the next positions requested were four (4) Patrol Officers, one (1) Communications Officer and one (1) Beach & Surf Specialist. He said he would delay the Beach & Surf addition until the Fire Department discussion. Councilman McConnell said he would like two (2) more Patrol Officers added for more presence in the neighborhoods. Councilman Solis said he liked the idea of four Patrol and one Communications, and believed the numbers could be increased progressively. Councilman McConnell said the extra Patrol Officers could be in the Budget now. Mayor Thomas said he felt additional Officers were not needed in the off-season and now only needed two (2) days per week. He said the Chief could request additional Officers from nearby counties for assistance under Mutual Aid. Chief Whitman said he was basically adding one additional officer per shift but his manpower was low because he had lost some trained Officers. Councilman Solis said he would prefer eight (8) new Patrol Officers, four (4) this year. Chief Whitman explained that the Mutual Aid Officers could only be used for crowd control or writing citations, not help with the calls, go to homes, write reports, or work felonies. Chief Whitman said he posted two Officers in Pier Park on Fridays and Saturdays. He said he would prefer four (4) new Patrol Officers to have one (1) per shift. Councilman McConnell said he would prefer six (6). Councilman Chester and Councilman Solis said they would support four (4) new Patrol Officers.

Councilman Solis said one of his concerns was the retirement plan. If the City planned to hire additional employees, the Council should consider a moratorium on this current retirement plan and consider a plan that would not have such a liability on the City in the future. He suggested going forward to mirror the County Retirement System or other municipalities. He continued that Lynn Haven and Bay County belonged to the Florida Retirement System (FRS) and he was concerned on the long-term costs to the City for the existing retirement plan. Mayor Thomas said he agreed with Councilman Solis, and the existing Defined Benefit Pension Plan was dangerous. He spoke of a new employee having to wait ten (10) years before being vested and the advantages to the City of a Defined Contribution Plan. The Mayor said he felt this would allow the City to attract more qualified applicants.

Ms. White explained a Defined Benefit Plan where the benefit was fixed, the employee contributed a certain percentage and the City made up any shortfall. For a Defined Contribution, the employee and City contributed an amount and at retirement, it was the employee's to keep. She said virtually no one in the private sector had Defined Benefit plans any longer because they were unaffordable and expensive to administer but more common in the government sector. Ms. White explained the Actuary's letter concerned the State's focus on the assumed rate of return. She said the City's three Plans assumed an 8% rate of return, and the State asked the Plans to lower the rate or prove why 8% should remain. By lowering the rate, the City would contribute more and make the Plans better funded. The Actuary sent Ms. White an example of the City's increased contributions if the rate was lowered from 8% to 7.5%, (the State would prefer 6%). The City's contributions for the Firefighters would increase 6.2%, Police 4.5%, and General Employees 3.99%, a significant increase in a bull market. However, if the market dropped, the numbers would be higher on the City's part. Ms. White said she only saw this growing more expensive for the City going forward. Councilman McConnell asked for an estimated cost and Ms. White said that would be easily calculated once all salaries were entered.

Mayor Thomas said the City currently had eighty-eight (88) people on retirement. Ms. White replied affirmatively and another discussion should occur about the management of the retirees because she and Ms. Jagers spent a significant amount of their time handling and monitoring the benefits. She added that there were another twenty-five to thirty (25-30) employees in the DROP program. She said at some point in the future, the City would need a dedicated person to handle the retirees.

Councilman Casto said the Defined Contribution Plans for new employees would impact the Defined Benefit Plans, and Ms. White explained that impact. She said the City would still have the fiduciary responsibility to fund the Defined Benefit Plans. Lengthy discussion ensued. Ms. White said she would get the pros and cons for the other types of plans, including the 457 and those from other cities.

Regarding the Patrol Officers, Councilmen Solis, Chester and McConnell supported four (4) Patrol Officers, and Mayor Thomas and Councilman Casto preferred only two (2) new Patrol Officers. Regarding the new Communications Officer, Chief Whitman explained why he needed another employee to add to his current ten (10) Officers for the three (3) shifts. Councilman Solis asked if he had used part-time Officers and Chief Whitman replied that it was difficult to get someone to work that job part-time. Mayor Thomas said one (1) new Communications Officer would be added and there were no objections from the other Council members.

For Fire, Chief Couch proposed nine (9) Firefighters for the new Fire Station, hired in January for training so they would be ready when the new Station was completed. Councilman Casto asked Chief Couch if he planned to hire as many Open Water certified Officers as possible; Chief Couch said that was not part of the job description. He said most of the Firefighters lifeguard-qualified would be the paramedics, and if they went into the water to rescue someone, they would have to transition into paramedic duties once they reach the sandy beach. Chief Couch added that since the list was prepared, he removed that request for the new Inspector.

For Building, Mr. Gisbert said he had spoken with Mr. Leonard who stated he could manage without the new employees.

For Parks & Recreation, ten (10) part-time positions were being eliminated to allow for three (3) full-time people. Ms. White said Mr. Ponek had given her a memo after the Agenda Packet was prepared, and the cost today would be Twenty to Thirty Thousand Dollars (\$20,000-\$30,000). Councilman McConnell asked if there were sufficient tasks to do in January, Mr. Gisbert replied that repairs were done in the offseason in preparation for the upcoming season. Councilmen Casto, Chester and Solis said they would support two (2) new employees, not three (3).

Regarding Utilities, Ms. Cohen was retiring and no one internally was qualified for that position so the City would have to look outside for her replacement. Mr. Gisbert explained extensive training was required for her duties. Regarding Instrument Control, the City must have two (2) on duty at all time and currently only two (2) were on staff. The Water Plant Operator required an A license and the City must have one on duty at all time, so another employee would be very beneficial. By general consent, all Council members approved the three (3) new positions in the Utility Fund. Mr. Gisbert reported the approved new positions would be one (1) IT, four (4) Patrol Officers, one (1) Communications Officer, nine (9) Firefighters, two (2) Parks & Recreation, three (3) Utilities, and one (1) CRA.

ITEM 6 COLA. Mr. Gisbert said this year's COLA was 2.37% so Staff proposed a 2.5% COLA with no merit component. Ms. White explained the chart which projected future costs of the 2.5% COLA and the current \$13.3 Million Dollars payroll today. In ten years, without adding any new personnel, that would increase to \$19 Million Dollars. She also projected the revenue out ten years to \$31.7 Million Dollars and normal operating expenses for ten years at \$11 Million Dollars, without any capital projects. Ms. White said she would anticipate personnel and expenses to grow at a higher rate than her estimate. Mayor Thomas said the City had traditionally given COLAs

Councilman Casto said he would like a full pay study and discussion ensued whether there was sufficient change in job descriptions to warrant a new study. Councilman McConnell said he did not like making salary decisions in the middle of the year. Mayor Thomas said the consultant had not seen sufficient changes in the job descriptions to warrant a new study. Councilman Casto said almost all of the Police and Fire received raises yet only a small number of Public Works employees received a raise. Discussion ensued. Councilman McConnell mentioned fair market value and wanted decisions made during the budget process. Mayor Thomas said he was comfortable with no COLA.

Ms. White said she had built in the 2.5% COLA. Councilman McConnell suggested 2.25% instead. Mayor Thomas asked the other members about a 2% COLA. Councilman McConnell said 2% and Councilman Casto said 2.5%. After further discussion, the Council directed 2% without a merit component.

The meeting was adjourned at 1:35 P.M.

READ AND APPROVED this 23rd 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

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 August 9, 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 6 P.M. with Council Members, City Manager, City Clerk and City Attorney present.

Pastor John Woodrow of the Gulfview United Methodist Church gave the invocation and Councilman Solis led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting of July 26, 2018 were read. **Councilman McConnell made the motion to approve the Minutes as prepared. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman Casto asked to move Consent Item #1 "**Resolution 18-123, CRI Engagement Letter FY18 Audit**" to the Regular Agenda. There were no objections.

PRESENTATIONS

1 BOYS AND GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilman Solis introduced Ms. Barbara Guier and presented her with the Civic Achievement Award for exemplary service to the Beach Boys and Girls Club. He then congratulated Barbara and Ms. Latina Reed, Director, explained why the Club picked Barbara this month.

2 9-11 MEMORIAL STAIR CLIMB PRESENTATION. Councilman Solis welcomed Captain Terry Parris to the podium to explain about this year's annual 9-11 Memorial Stair Climb which raised funds for the National Fallen Firefighters Foundation and local First Responder projects. He said the event would be held at the Edgewater Beach Resort on Saturday September 8th and the public was invited. He reported the various uses for the funds raised.

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

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

AMENDED CONSENT AGENDA

Ms. Smith read the Amended Consent Agenda Items by title.

1 RESOLUTION 18-123, CRI ENGAGEMENT LETTER FY18 AUDIT. Moved to the Regular Agenda.

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.**

Councilman Chester made the motion to approve the Amended Consent Agenda. He also asked to confirm the electrical improvements would be paid by the TDC and Ms. Myers said the City would be reimbursed for the work by the TDC. **Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

REGULAR AGENDA

ITEM 1A RESOLUTION 18-123, (CRI) CARR, RIGGS & INGRAM ENGAGEMENT LETTER FY18 AUDIT. Ms. Myers read Resolution 18-123 by title. Councilman Casto mentioned he would like another set of eyes for the auditing work. Mayor Thomas said CRI had reduced their prices the last two years, and he welcomed Mr. Rich Moreira, CRI partner, to the podium.

Mr. Moreira said efficiency had increased now that the Accounting Department had two people and costs could be lowered. He also said that the City's financial statements had independent reviews by their audit partners and that CRI had worked with the City since at least 2008. Discussion ensued concerning issuing a RFQ for next year's audit since CRI would begin this year's audit in September and there would not be sufficient time now to look for another firm. **Councilman Solis made the motion to approve Resolution 18-123. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 1 CIVIL SERVICE BOARD AND PLANNING BOARD APPOINTMENTS-DISCUSSION. Mr. Gisbert explained that the terms of Civil Service Board member, Ms. Sherry Swartout, and Planning Board members, Mr. Ed Benjamin, Ms. Felicia Cook, Mr. Ron Dowgul, and Mr. David Scruggs, were ending September 30th. All agreed to serve again at the pleasure of the City Council except Mr. Dowgul. Councilman McConnell suggested a standing rule that the vacancies be advertised, and the other Council members agreed.

Mayor Thomas asked that copies of the Civil Service Board meeting be given to the other Council members so that they may watch the proceedings. He asked if afterwards they would think that all rules had been followed. He said if not, he would suggest that the City Attorney conduct some educational training on how hearings should be conducted. He said he had served on the Civil Service Board years ago and that he thought this hearing was not handled properly.

ITEM 2 APPOINTMENT TO PARKS & RECREATION BOARD BY MAYOR THOMAS. Mayor Thomas said his appointment was Mr. Chris O'Brien who worked for the CVB but also had children in the City. He continued that there was not much statistical information about the Frank Brown Park users. He said the TDC kept very

good records of the park's usage plus they shared in the funds with the City. Ms. Myers said she had concerns that Mr. O'Brien, if appointed, may have some voting conflicts in the foreseeable future. She said possibly the existing Ordinance could be amended to always have an employee from the TDC/CVB on the Board. The Council indicated agreement with such an amendment.

ITEM 3 ORDINANCE 1470, MORATORIUM ON ACCEPTING APPLICATIONS FOR HEIGHT INCENTIVES, 1ST READING, PUBLIC HEARING. Ms. Myers read Ordinance 1470 by title. Mayor Thomas opened the Public Hearing at 6:25 P.M. and invited comments. There were none. The Public Hearing was closed at 6:26 P.M. **Councilman Casto made the motion to approve Ordinance 1470. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 4 ORDINANCE 1469, BUILDING MAINTENANCE STANDARDS, 1ST READING. Ms. Myers read Ordinance 1469 by title. Mr. Leonard explained what circumstances would trip the standards that would stop the decline of the property. He displayed various photos and explained the problems of each structure. These new regulations would bridge the gap between the Building Code and Code Enforcement in those circumstances where there was nothing in the LDC to address a declining property. Councilman Solis asked if Staff received calls from the residents about various properties, and Mr. Leonard replied affirmatively. He said it was difficult to tell the neighbors that the properties were not bad enough for the City to do something. He said the Building Code authors realized this gap and created supplemental standards which could be adopted by local governments. Mr. Leonard said they used some of these supplemental standards for the proposed Ordinance and felt it would help Staff to bridge that gap. He continued that a Twenty-Five Dollar (\$25) per day fine was proposed with the goal to bring the property up to standards.

Mr. Leonard explained the process for the Notice of Violation and only if the property owner was unresponsive would tickets be issued. He added that the tickets could also be appealed to the Code Enforcement Hearing Officer. Councilman Casto asked about the circumstances of the homeowner not having the funds to make repairs, and if the City would lien the property. Councilman Solis said it was the same process of grass nuisances. Mr. Leonard confirmed this would be applicable for the entire City and he had sufficient Staff to address the properties in the neighborhoods.

Councilman McConnell asked about lessening the fine as daily fines would accumulate quickly. Mr. Leonard said it could be Twenty-Five Dollars per week but did not want to prevent the City from being able to be aggressive with a property using a daily fine. Ms. Myers added that measures were in the Ordinance for the homeowner to apply for mitigation.

Councilman Chester asked about the buildings in question and if the City had approached them. Mr. Gisbert said no because the City did not have the tools or regulations to make the homeowners fix the problems. Councilman Casto questioned if the City planned to eventually condemn homes and demolish them. Ms. Myers said those type nuisances were already addressed in Chapter 15 for failed structures, and Mr. Leonard said the Building Code could address those type buildings. Councilman Casto asked about homeowners on a fixed income that did not have the funds to fix the problems and the fines continuing to accumulate. Mr. Leonard said the goal was to bring the structure up to the standards of the neighborhood to prevent it being a nuisance. Ms. Myers said the City historically had no appetite to foreclose on homes. Councilman McConnell said he thought the daily fine was excessive. Discussion ensued concerning the 25% threshold and who would determine those properties meeting that standard. **Councilman Solis made the motion to approve Ordinance 1469 after changing the daily fines to weekly. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 6:42 P.M.

1 Mr. Burnie Thompson. Mr. Thompson spoke of comments made by Mayor Thomas during the Budget Workshop and the number of people signing a petition.

2 Mr. Tom Klomps, 614 Poinsettia. Ms. Klomps spoke of the traffic situation and no solutions. He spoke of the numbers of tourists destroying the neighborhoods and suggested not approving future Special Events to lessen the numbers of tourists.

With no further comments, the Delegations portion of the meeting was closed at 6:48 P.M.

ATTORNEY REPORT

Ms. Myers stated once the new Boards were seated in October, she would like to meet with each Board and explain their duties and responsibilities.

CITY MANAGER REPORT

Mr. Gisbert reported the various job opportunities posted on the City website.

COUNCIL COMMENTS

Councilman Solis said if his reaction to the Mayor's comments offended anyone, he apologized. However, this emphasis overshadowed the City approving the four Patrol Officers, nine Firefighters, and one Communications Officer position for the upcoming year. Regarding Mr. Klomps comments concerning traffic, steps were being taken to improve the traffic by having the Parkway designated as SIS, the Bay Parkway Loop extension progressing, and the CRA on pace to do a segment every two to two and a half years. He spoke of the limited access requirements for the Bay Parkway to alleviate slowdowns in traffic. Mr. Gisbert said Bay Parkway was a restricted access roadway and had that requirement.

Councilman Chester thanked Ms. Jenkins and Mr. Corky Denham on their response to flooding issues last week, and that some of the recently finished projects drained well during the rain.

Councilman Casto had no comment about the Mayor's comments.

Councilman McConnell apologized to the residents and the Police Department for his reaction to the comments, and asked Mr. Gisbert and Chief Whitman accompany him to the Department to apologize to the Officers.

Mayor Thomas said he just received a text that retired Police Major Mike Odom just lost his wife after a long illness, and to keep the family in everyone's prayers.

The meeting was adjourned at 6:55 P.M.

READ AND APPROVED this 23rd 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

PRESENTED TO
LINDA HUMPTREYS
IN APPRECIATION OF YOUR
30 PLUS YEARS OF SERVICE
AND DEDICATION TO THE
BEACH POLICE AND THE CITY.
ENJOY RETIREMENT!
SEPTEMBER 26, 2018

①

PRESENTATIONS

2

**CITY OF PANAMA CITY BEACH,
FLORIDA**



**WATER AND WASTEWATER
UTILITY IMPACT FEE STUDY**

May 18, 2018



Public Resources Management Group, Inc.

Utility, Rate, Financial, and Management Consultants



Public Resources Management Group, Inc.

Utility, Rate, Financial, and Management Consultants

May 18, 2018

Ms. Holly White
Assistant to City Manager for Finance
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, FL 32413

Subject: Water and Wastewater Utility Impact Fee Study

Dear Ms. White:

We have completed our study of the water and wastewater utility impact fees (the "Impact Fees") for the City of Panama City Beach (the "City") and have summarized the results of our analysis, assumptions, and conclusions in this report, which is submitted for your consideration. This report summarizes the basis for the proposed water and wastewater utility impact fees which provide funds to help meet the City's capital expenditure requirements.

During the course of the study, it was determined that the proposed Impact Fees should meet a number of goals and objectives. These goals and objectives dealt primarily with fee sufficiency and level. Specifically, the major objectives considered in this study included:

- The Impact Fees should be sufficient to fund the projected capital requirements associated with providing service to new growth and development;
- The Impact Fees should not be used to fund any capital deficiencies associated with providing services to existing customers; and
- The Impact Fees should be based upon reasonable level of service standards that meet the needs of the City, do not create an unfair burden relative to capital needs, and are similar to industry standards.

The proposed Impact Fees presented in this report are designed to meet the above objectives. As such, based on information provided by the City and the assumptions and considerations reflected in this report, Public Resources Management Group, Inc. considers the proposed fees to be cost-based, reasonable, and representative of the capital funding requirements of the City.

Ms. Holly White
City of Panama City Beach
May 18, 2018
Page 2

We appreciate the cooperation and assistance given to us by the City and its staff in the completion of the study.

Very truly yours,

Public Resources Management Group, Inc.



Henry L. Thomas
Vice President



Shawn Ocasio
Rate Consultant

HLT/dlc
Attachments

CITY OF PANAMA CITY BEACH, FLORIDA
WATER AND WASTEWATER UTILITY IMPACT FEE STUDY
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CITY OF PANAMA CITY BEACH, FLORIDA
WATER AND WASTEWATER UTILITY IMPACT FEE STUDY

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CITY OF PANAMA CITY BEACH, FLORIDA

WATER AND WASTEWATER UTILITY IMPACT FEE STUDY

EXECUTIVE SUMMARY AND RECOMMENDATIONS

EXECUTIVE SUMMARY

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new customers responsible for such costs. Similar to most municipalities in Florida, the City of Panama City Beach (the "City") has recognized this capital funding strategy as being an appropriate method of funding the growth related capital requirements of both the Water and Wastewater Utility Systems (hereafter referred to individually as the "Water System" and "Wastewater System" or collectively as the "System").

This report addresses the impact fees associated with water and wastewater utility service (collectively, the "Impact Fees"). The City has retained Public Resources Management Group, Inc. ("PRMG") to review its existing Impact Fees and recommend changes as necessary.

The following is a summary of the major assumptions, considerations and conclusions developed during the preparation of the study:

1. For purposes of this report the term "Fiscal Year" is defined as the 365 day period beginning October 1st of a specific year and ending September 30th of the subsequent calendar year (e.g. October 1st, 2018 to September 30th, 2019 is Fiscal Year 2019).
2. The method of impact fee application recommended to the City for its water and wastewater utility impact fees is based on the total fixture value of a property (which is based on a count of the number of water fixtures in a property and their respective weighting factors as set and adopted by the City) divided by a fixture value constant. This constant is considered to be valued at one Equivalent Residential Connection ("ERC") and is set at sixty (60) for water and thirty-six (36) for wastewater. The fee per ERC is then applied to the resulting fixture value of a property. The utilization of these units for the application of such fees is common and is used by many public agencies across the state.
3. As of August 18th, 2016, the City currently has approximately \$153.3 million invested in water and wastewater system related infrastructure and supporting equipment. The City also has \$110.8 million in renewal and replacements, upgrades and other capital projects planned over the next 5 years.
4. The City currently does not produce its own water and therefore maintains a wholesale arrangement with Bay County for water service. This arrangement has a provision for increasing the City's reserved capacity as time progresses.
5. The City owns and operates its own wastewater treatment plant and supporting transmission and collection system. The wastewater plant is designed to treat 14.0 million

gallons per day of flow and permitted to treat 10.0 million gallons per day of flow on an average daily flow basis. Based on information provided by the City, the wastewater treatment facilities are approximately 69% utilized leaving 31% available for new growth.

6. Based on the historical costs of the existing water and wastewater system, the projected expansion-related capital costs provided by the City, and a review of the remaining water and wastewater capacity available in the System to service new growth a fee per equivalent residential connection ("ERC") was developed. The proposed impact fees are shown below:

Impact Fees (per ERC)			
	<u>Existing</u>	<u>Proposed</u>	<u>Increase/ (Decrease)</u>
Water Utility Services [*]	\$595.00	\$557.00	(\$38.00)
Wastewater Utility Services	1,630.00	2,989.00	1,359.00
Total	<u>\$2,225.00</u>	<u>\$3,546.00</u>	<u>\$1,321.00</u>

[*] As the City buys its water and does not produce its own water, it has a capacity agreement with Bay County. The City then charges a treatment impact fee of \$581 per ERC for Bay County's wholesale water impact fee to new connections. This fee is in addition to the City's impact fee.

CONCLUSIONS AND RECOMMENDATIONS

Based on our assumptions, considerations, and analyses as summarized herein, PRMG offers the following findings and conclusions for consideration by the City Council:

- The City should consider adopting the proposed water and wastewater utility impact fees as shown above and later in this report.
- The City should review the water and wastewater utility impact fees periodically (every three to five years) to account for recent development trends, changes in capital needs, and cost allocations.
- The City should maintain separate accounting for the collection and usage of the Impact Fees by fee type.
- The City should set an effective date for collection of the new Impact Fees ninety (90) days from the date of adoption. This is to allow for a "grace period" for possible in-progress development and is required by the Florida Statutes.

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CITY OF PANAMA CITY BEACH, FLORIDA

WATER AND WASTEWATER UTILITY IMPACT FEE STUDY

SECTION 1 – INTRODUCTION

GENERAL

The City of Panama City Beach is located in the western portion Bay County along the coast of the Gulf of Mexico. Based on Census reports and growth projections provided by City staff, the permanent population of the City for 2017 is estimated to be 12,859 residents. Based on information provided by the City, information obtained from the University of Florida's Housing Data Clearinghouse, current permitting activity, development plans, and recent trends the City's population in 2040 is expected to be approximately 19,280 permanent residents. The City currently provides water and wastewater services to its residents.

In order to ensure proper funding of the anticipated capital needs, the City authorized PRMG to review the water and wastewater utility impact fees in order to meet the objectives of the City.

AUTHORIZATION

PRMG was authorized by the City to review and recommend revisions to the water and wastewater utility services impact fees pursuant to a letter of agreement between the City and PRMG. The scope of work for this project, as defined in the letter of agreement, was to:

1. Analyze the capital requirements of the City, which are needed to meet the Level of Service ("LOS") standards of the City. This analysis included a review of: i) the existing and future facility and equipment needs as defined by the multi-year capital improvement plan ("CIP") for each utility function; and ii) the currently utilized and remaining capacities of the water and wastewater system facilities.
2. Develop and recommend appropriate fee levels to be charged to new development in order to recover the capital costs associated with providing utility service. This analysis includes the apportionment of costs and the development of the fee per equivalent billing unit.
3. Develop a comparison of the impact fees and associated billing attributes of similar charges imposed by other jurisdictions.
4. Prepare a report that documents our analyses, assumptions, and conclusions for consideration by the City.

CRITERIA FOR IMPACT FEES

The purpose of impact fees is to assign, to the extent practical, growth-related capital costs to those new customers responsible for such additional costs. To the extent new population growth and associated development imposes identifiable capital costs to water and wastewater utility services, modern capital funding practices include the assignment of such costs to those residents and commercial entities responsible for those costs rather than the existing population base.

Generally, this practice has been labeled as "growth paying its own way" to avoid burdening existing users with the cost of expansion.

Florida Statutes authorize the use of impact fees. Section 163.31801 of the Florida Statutes was created on June 14, 2006, and is referred to as the "Florida Impact Fee Act". The Florida Impact Fee Act has since been updated in 2009 and in 2011. Within this section, the Legislature finds that impact fees are an important source of revenue for local government to use in funding the infrastructure necessitated by new growth. Section 163.31801 of the Florida Statutes further provides that an impact fee adopted by ordinance of a county or municipality or by resolution of a special district must, at a minimum:

1. Require that the calculation of the impact fee be based on the most recent and localized data;
2. Provide for accounting and reporting of impact fee revenues and expenditures in a separate accounting fund;
3. Limit administrative charges for the collection of impact fees to actual costs; and
4. Require that notice be provided no less than ninety (90) days before the effective date of an ordinance or resolution imposing a new or amended impact fee.

Additionally, the Florida Impact Fee Act requires that audits of financial statements of local governmental entities and district school boards that are performed by a certified public accountant pursuant to F.S. 218.39 and submitted to the Audited General must include an affidavit signed by the chief financial officer of the local governmental entity or district school board stating that the local governmental entity or district school board has complied with this section.

The Florida Impact Fee Act is further reinforced through existing Florida case law and the Municipal Home Rule Powers Act that grants Florida municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, as limited by legislation or as prohibited by state constitution or general law. Florida courts have ruled that the Municipal Home Rule Powers Act grants the requisite power and authority to establish valid impact fees. The authority for Florida governments to implement valid system impact fees is further granted in the Florida Growth Management Act of 1985^[1].

The initial precedent for impact fees in Florida was set in the Florida Supreme Court decision, *Contractors and Builders Association of Pinellas Authority v. The City of Dunedin, Florida*. In this case, the Court's ruling found that an equitable cost recovery mechanism, such as impact fees, could be levied for a specific purpose by a Florida municipality. An impact fee should not

[1] The Act allows for impact fees under land use regulation by stating:

"This section shall be construed to encourage the use of innovative land development regulations, which include provisions such as the transfer of development rights, incentive and inclusionary zoning, planned unit development, impact fees, and performance zoning." [Florida Statutes, Sec. 163.3202(3)].

be considered as a special assessment or an additional tax. A special assessment is predicated upon an estimated increase in property value as a result of an improvement being constructed in the vicinity of the property. Further, the assessment must be directly and reasonably related to the benefit that the property receives. Conversely, impact fees are not related to the value of the improvement to the property, but rather to the property's use of the public facility.

Until property is put to use and developed, there is no burden upon servicing facilities and the land use may be entirely unrelated to the value or assessment basis of the underlying land. Impact fees are distinguishable from taxes primarily in the direct relationship between amount charged and the measurable quantity of public facilities required. In the case of taxation, there is no requirement that the payment be in proportion to the quantity of public services consumed since tax revenue can be expended for any legitimate public purpose.

Based on Section 163.31801 of the Florida Statutes and existing Florida case law, certain conditions are required to develop a valid impact fee. Generally, it is our understanding that these conditions involve the following issues:

1. The impact fee must meet the "dual rational nexus" test. First, impact fees are valid when a reasonable impact or rationale exists between the anticipated need for additional capital facilities and the growth in population. Second, impact fees are valid when a reasonable association, or rational nexus, exists between the expenditure of the impact fee proceeds and the benefits accruing to the growth from those proceeds. Thus, the "dual rational nexus" test requires that impact fees should be based on the cost of projects necessitated by growth, and when collected, these fees should be spent on those same growth-related projects that were identified as the basis for the fees.
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users.
3. The impact fee should only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for capital expansions or other additional capital requirements that are required solely due to growth. Therefore, expenses due to rehabilitation or replacement of a facility serving existing customers (e.g., replacement of a capital asset) or an increase in the level of service should be borne by all users of the facility (i.e., existing and future users). Likewise, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility.
4. The City should maintain an impact fee resolution that explicitly restricts the use of impact fees collected. Therefore, impact fee revenue should be set aside in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described above.
5. The City shall provide advanced notice of not less than ninety (90) days before the effective date of a resolution amending the existing impact fees.

Based on the criteria above, the impact fees developed in subsequent sections herein: i) include only the cost of capital facilities necessary to serve growth; ii) do not reflect renewal and replacement of any existing capital assets currently serving existing users; and iii) do not include any costs of operation and maintenance.

IMPACT FEE METHODOLOGY

There are several different methods generally recognized for the calculation of impact fees. The calculation is dependent on the type of fee being calculated (e.g., water, police services, transportation, etc.), cost and engineering data available, and the availability of other local data such as household and population projections, current levels of service, and other related items. The proposed impact fees reflected in this report generally considered three separate methods. These three methods are: i) the improvements-driven method; ii) the standards-driven method; and the historical recoupment "or buy-in" method. These three methods have been utilized in the development of impact fees for local governments in Florida.

The improvements-driven method is an approach that utilizes a specific list of planned capital improvements over a period of time. For example, the fee may correspond to the level of capital improvements that have been identified in the capital improvements element of the Comprehensive Land Use Plan or capital improvement budget of the local government. The standards-driven method does not utilize the cost of improvements based on anticipated needs but rather on the theoretical cost of the improvements to the City's capital facilities for incremental development. For example, the standards-driven method for a transportation impact fee would consider the theoretical cost of a mile of a new road by the trip capacity of a mile of road to establish the cost per trip. The buy-in approach recognizes the existing historical investment in the currently-in-service capital facilities. The primary difference between the three methodologies is how the capital costs, which must be recovered from the application of the fee, are calculated.

The development of the impact fees in this report was primarily based on a hybrid or blending of these three methods. This hybrid methodology recognizes existing available and unused capacity available from existing facilities, which are currently in service and available to meet near-term growth requirements, along with incremental costs for new facilities to derive a cost allocable to new growth over the next several years.

The following section of this report, Section 2, will address the development and design of the water and wastewater utility service impact fees. It will include a discussion on level of service requirements, capital costs, and the design of the fees themselves.

ACKNOWLEDGMENTS

This report was prepared with the valuable cooperation and assistance of the staff of the City of Panama City Beach.

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SECTION 2 – WATER AND WASTEWATER UTILITY IMPACT FEES

GENERAL

This section provides a discussion of the development and design of the impact fee for water and wastewater services, (the "Impact Fees"). Included in this section is a discussion of the level of service requirements, capital costs, included as the basis for the determination of the fee, and the design of the fee to be applied to new growth within the City.

WATER SYSTEM OVERVIEW

The City's water system ("Water System") includes finished water storage, transmission mains and finished water distribution facilities. The City currently purchases all of its potable water from Bay County through a wholesale water supply contract. The system has pumping and storage stations capable of storing approximately 25.0 million gallons of finished water to hedge against supply disruptions or fire events.

WASTEWATER SYSTEM OVERVIEW

The City's wastewater system ("Wastewater System") includes wastewater treatment, transmission, and collection facilities. These treatment facilities are capable of treating 14.0 million gallons per day ("MGD") maximum average daily flow ("MADF"). The transmission and collection system is comprised of gravity and force mains along with lift stations and other supporting infrastructure.

LEVEL OF SERVICE REQUIREMENTS

In the evaluation of the capital facility needs for providing water and wastewater utility services, it is critical that Level of Service ("LOS") standards are established. Pursuant to Section 163.3164 of the Florida Statutes, the level of service means an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility. Essentially, the level of service standards are established in order to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits, pursuant to F.S. Section 163.3202(2)(g). As further stated in the statutes, each local government shall establish a LOS standard for each public facility located within the boundary for which such local government has authority to issue development orders or permits.

For water and wastewater service, the level of service that is commonly used in the industry is the amount of capacity (service) allocable to an ERC expressed as the amount of usage (gallons) allocated on an average daily basis. The level of service generally represents the amount of capacity allocable to an ERC, whether or not such capacity is actually used (commonly referred to as the "readiness-to-serve"). As previously discussed, an ERC is representative of the average capacity required to service a typical individually-metered single-family residential connection. This class of users represents the largest amount of customers served by the Water and Wastewater Systems and generally the lowest level of usage requirements for a specifically

metered account. The following table summarizes the Water and Wastewater System's LOS levels:

Existing Levels of Service for Residential Customers

Existing Service Levels:

- 1 Water ERC = 350 gpd (ADF)
- 1 Wastewater ERC = 280 gpd (ADF)

gpd = gallons per day
ADF = Average Daily Flow

These LOS standards are consistent with the capacity planning and Florida Department of Environmental Protection ("FDEP") permitting requirements for the City and are also generally comparable with those utilized by other utilities throughout the state of Florida.

EXISTING PLANT-IN-SERVICE

In the determination of the Impact Fees associated with the servicing of future customers, any excess capacity of the existing utility system available to serve such growth was considered. Since this capacity is available to serve the near-term incremental growth of the System, it would be appropriate to evaluate the capacity availability of such facilities. In order to evaluate the availability of the existing utility plant-in-service to meet future capacity needs, it was necessary to functionalize the plant by specific plant requirement. The functionalization of the existing plant is necessary to: i) identify those assets that should be included in the determination of the capital facilities fees; and ii) match existing plant type to the capital improvements to meet future service needs.

The functional cost categories are based on the purpose of the assets and the service that such assets served. The following is a general summary of the functional cost categories for the utility plant-in-service identified in this report.

Functional Plant Categories		
Water Service [*]	Wastewater Service [*]	Other Plant
Transmission/Storage	Treatment/Disposal/Reclaimed Treatment	General Plant
Distribution/Hydrants/Meters	Transmission/Master Lift Stations	Indirect
Reclaimed Water Conveyance	Collection/Local Lift Stations	Other

[*] Amounts shown would not include any assets that were contributed by a developer (primarily water distribution and wastewater collection lines) or grant funded.

It is necessary to functionalize the utility plant into cost categories so that a proper fee can be developed. Generally, the costs of on-site facilities that serve a specific development or customer such as water distribution and wastewater collection lines, meters and services, and fire hydrants are usually: i) donated by a developer (a contribution of the plant); ii) recovered from the individual properties through an assessment program based on those properties that receive special benefit from such facilities or from the application of a main line extension fee to recover the specific cost of such facilities; or iii) funded from the customer directly (e.g., by a "front-foot" charge where the on-site lines were initially financed by the utility and then paid by the customer or an installation charge to recover the cost of a new service line and/or the meter).

The City provided PRMG with a fixed asset register report identifying the fixed assets in service by function as of August 18, 2016 for the System. The summary of the functionalization of the existing utility plant is included in Table 1 at the end of this section. This functionalization of the existing utility plant-in-service represents the original cost of such assets (gross book value) and was based on the reported in-service values as of August 18, 2016 (the most recent Fixed Asset records available at the time of the study). The following is a summary of the functionalization of the System's existing utility plant-in-service as shown in Table 1:

Function	Water System [1]		Wastewater System [1]	
	Amount	Percent	Amount	Percent
Supply/Treatment Plant [2]	\$0	0.0%	\$68,361,781	61.1%
Land, Buildings, and Facilities	17,024,198	41.2%	0	0.0%
Lift Stations	0	0.0%	12,391,073	11.0%
Transmission Lines	6,675,485	16.1%	8,718,546	7.8%
Distribution/Collection Lines	15,576,131	37.7%	20,343,275	18.2%
Miscellaneous Departmental Capital	2,074,428	5.0%	2,111,937	1.9%
Totals	\$41,350,242	100.00%	\$111,926,612	100.00%

[1] Amounts as provided by City staff and found on Table 1.

[2] There are no water system supply and treatment assets shown as City does not produce its own water but rather purchases water through a wholesale agreement with Bay County.

ADDITIONAL CAPITAL INVESTMENT

The City's Water and Wastewater System Capital Improvement Program ("CIP") for the Fiscal Years 2017 through 2024, as prepared and estimated by the utility staff outlines the best estimate of future capital improvements for the System. These capital projects include: i) upgrades of existing assets to accommodate new and existing customers; and ii) replacements of existing assets or projects that generally only benefit current users of the System (e.g., existing plant renewal and replacement, reliability projects).

As shown on Table 2 at the end of this section, The CIP has recognized approximately \$29.9 million in capital projects to be completed over the eight-year period for the Water System and \$80.9 million in capital projects for the Wastewater System totaling \$110.8 million for the combined System.

Based on our understanding of the fair share apportionment rule as identified by case law, only production / treatment and major backbone transmission costs were recognized in the water and wastewater impact fee calculations. General transmission and distribution / collection project costs were not recognized because they: i) generally are not System-wide costs (i.e., distribution / collection project costs tend to benefit specific customers); ii) in many instances, are funded by a specific charge applied to a customer (e.g., water meter installation fee); and iii) are often contributed as part of the development process (e.g., it would not be fair for a developer who has contributed the distribution / collection assets to pay an impact fee which includes recovery of distribution / collection projects).

A summary of all the adjustments recognized in order to arrive at the treatment and major transmission costs recognized for impact fee determination purposes are shown as follows:

Derivation of Treatment and Major Transmission Capital Costs Recognized in Impact Fee Study [1]		
	Water System	Wastewater System
Projects in Utility's Eight-Year CIP	\$29,839,388	\$80,992,022
Adj. to Remove Distribution/Collection-Related Projects	(24,404,830)	(65,878,946)
Total Treatment and Major Transmission Capital Costs Recognized in Impact Fees	\$5,434,558	\$15,113,076

[1] Amounts shown derived from Table 2.

DESIGN OF WATER SYSTEM IMPACT FEE

As shown on Table 4 at the end of this report, the calculated impact fee for the transmission component of the Water System is \$557.00 per ERC. This represents a decrease in the fee of \$38 or 6% below the current fee of \$595.00 per ERC. The reason for this decrease is that now the system has a lower cost per unit of system capacity than the fee currently in place due to changing capital needs and structure.

In the development of the proposed Water System Impact Fee, several assumptions were utilized or incorporated. The major assumptions utilized in the design of the calculated Water System Impact Fee are:

1. The Water System capital improvement program as prepared by staff for the Fiscal Years 2017 through 2022 was reviewed and the capital costs were apportioned: i) by functional category; and ii) to existing and future users in the determination of the Water System Impact Fee. Those facilities that were considered to be entirely allocable to growth were included in the fee determination at full cost (i.e., 100% of the total cost). For capital expenditures that were solely for the replacement of existing assets, which would directly benefit existing customers or were considered as an on-site cost (provide service to a local area such as a development, which would normally be constructed and subsequently contributed to the Water System by a developer), such amounts were not reflected as an appropriate cost to be recovered from the application of the Water System Impact Fee. The CIP capital costs recognized in the Water System impact fee analysis are shown on Table 2 at the end of this report.
2. For the capital improvements identified as major transmission system upgrades, which would benefit both existing and future users, the total cost of such improvements has been recognized in the analysis. These costs were allocated to existing and future customers based on the nature and purpose of the project as described to us by the City. No capital projects are allocated to a water treatment function as the City purchases its finished water from Bay County.
3. No capital facility expansion costs associated with existing distribution facilities, including meters, hydrants, on-site distribution facilities, and services, have been included in the

calculation of the Water System Impact Fee since developers typically contribute such facilities or the City has adopted a separate fee (e.g., water meter installation fee) to recover the cost of such capital additions.

4. Because: i) the Water System is operated as an enterprise fund; ii) all financial resources received by the utility stay within the fund for the benefit of such system; iii) the costs reflected in the fee are at original cost and not adjusted for any fair market value to reflect current cost conditions; iv) there is no interest-expense carry in the impact fee associated with the financing of the capital investment to serve new development and v) there are no other revenues received by the Water System from new development for the capital costs / utility plant reflected in the impact fee (e.g., ad valorem taxes on the property), no credit for the future payment of debt service allocable to the properties has been recognized. All impact fee funds remain in the system and the long-term capital financing costs for infrastructure construed and available to serve new growth are mitigated by using the impact fees for ongoing expansion-related capital project financing or for the direct payment of the annual expansion-related debt service payments.

As shown on Table 4 at the end of this section, the Water System Impact Fee was calculated utilizing: i) estimated capital costs for the utility administrative functions and transmission system; and ii) current fixed asset and capacity data available to PRMG regarding the Water System. By designing the Water System Impact Fee to recover costs on a prospective basis, an attempt is made to design a charge that will provide funds on a reasonable basis in order to meet the future needs of the Water System. It should be noted that in the event the construction costs, capacity requirements, or utility service area materially change from what is reflected on Table 4, the Water System Impact Fee might need to be adjusted accordingly.

The proposed impact fee for the Water System is \$557 per ERC. This represents a decrease in the fee of \$538 or 6% below the current fee of \$595 per ERC. This fee would be the per ERC amount that a new account would be charged in accordance with the City's impact fee methodology.

DESIGN OF WASTEWATER SYSTEM IMPACT FEE

As shown on Table 5 at the end of this section, the total calculated impact fee for the Wastewater System is \$2,989 per ERC. This represents an increase in the fee of \$1,359 or 83% when compared with the current fee of \$1,630 per ERC. The reason for this increase is that the system has a higher cost per unit of capacity than what was calculated previously due to changes in the capital needs and structure.

In the development of the proposed Wastewater System Impact Fee, several assumptions were utilized or incorporated in the analysis. The major assumptions utilized in the design of the proposed Wastewater System Impact Fee are:

1. The Wastewater System capital improvement program as prepared by staff for the Fiscal Years 2017 through 2022 was reviewed and the capital costs were apportioned: i) by functional category; and ii) to existing and future users in the determination of the Wastewater System Impact Fee. Those facilities that were considered to be entirely

allocable to growth were included in the fee determination at full cost (i.e., 100% of the total cost). For capital expenditures, which were solely for the replacement of existing assets, which would directly benefit existing customers or were considered as an on-site cost (provide service to a local area such as a development, which would normally be constructed and subsequently contributed to the System by a developer), such amounts were not reflected as an appropriate cost to be recovered from the application of the wastewater impact fee. The CIP capital costs recognized in the Wastewater System Impact Fee analysis are shown on Table 2 at the end of this report.

2. For the capital improvements identified as transmission system upgrades, which would benefit both existing and future users, the total cost of such improvements has been recognized in the analysis. These costs were allocated to existing and future customers based on capacity relationships developed using recent historical flow data and the project descriptions as provided by the City.
3. No capital facility costs associated with the existing collection facilities, including local lift stations, manholes, laterals, and on-site collection facilities have been included in the calculation of the Wastewater System Impact Fees since the developer generally contributes such facilities, or City has adopted a separate fee (e.g., wastewater tap-on fee) to recover such capital additions. All capital improvements to such respective facilities in the CIP were also not recognized in the Wastewater System Impact Fee analysis.
4. Because: i) the utility system is operated as an enterprise fund; ii) all financial resources received by the System stay within the fund for the benefit of such system; iii) the costs reflected in the fee are at original cost and not adjusted for any fair market value to reflect current cost conditions; iv) there is no interest-expense carry in the impact associated with the financing of the capital investment to serve new development and v) there are no other revenues received by the City from new development for the capital costs / utility plant reflected in the tap-on (e.g., ad valorem taxes on the property), no credit for the future payment of debt service allocable to the properties has been recognized. All impact fee funds remain in the system and the long-term capital financing costs for infrastructure construed and available to serve new growth are mitigated by using the impact fees for ongoing expansion-related capital project financing or for the direct payment of the annual expansion-related debt service payments.

As shown on Table 5 at the end of this section, the Wastewater System Impact Fee was calculated utilizing: i) the estimated transmission-related capital costs of the Wastewater System; ii) the treatment / disposal-related capital costs for the Wastewater System; and iii) current fixed asset and plant capacity data available to PRMG regarding the City's Wastewater System. By designing the Wastewater System Impact Fees to recover costs on a prospective basis, an attempt is made to design a charge that will provide funds on a reasonable basis in order to meet the future needs of the Wastewater System. It should be noted that in the event the construction costs, capacity requirements, or utility service area materially change from what is reflected on Tables 6 and 7, the Wastewater System Impact Fees might need to be adjusted accordingly.

As shown on Table 5 at the end of this section, the calculated Wastewater System Impact fee \$2,989 per ERC, which is \$1,359 or 83% higher than the existing Wastewater System Impact

Fee of \$1,630 per ERC. This fee would be the per ERC amount that an account would be charged in accordance with the City's impact fee application methodology. Based on the capital facilities associated with the determination of the charge, the functional breakdown of the components of the rate is as follows:

Calculation of Wastewater System Impact Fee	
Fee Component	Cost
Wastewater Treatment Component	\$1,963.25
Wastewater Major Transmission Component	1,025.77
Total	\$2,989.02
Total Proposed Wastewater System Impact Fee (Rounded)	<u>\$2,989.00</u>

IMPACT FEE COMPARISONS

In order to provide additional information to City regarding the existing and proposed Impact Fees, a comparison of the existing and calculated fees for the City with similar related capital charges imposed by of other Florida jurisdictions was prepared. Table 6 at the end of this section, provides a comparison of the City's existing and proposed Impact Fees for single-family residential connections (i.e., one ERC of 350 gpd for the Water System and 280 gpd for the Wastewater System) with the fees or comparable charges currently imposed by other municipal / governmental water system and the wastewater systems located across Florida. It is important to note that utilities may be different from a facility standpoint, and the methods used in the development of the water and wastewater impact fees imposed may vary. Moreover, no analysis has been performed to determine whether 100% of the cost of new facilities is recovered from impact fees or some percentage less than 100% with the balance recovered through the user charges. Additionally, the types of capital facilities currently in service or planned for the utility may have a material impact fee charged by a local government. For example, the costs of wastewater effluent disposal utilizing a deep injection well system generally has a higher capital cost per unit of capacity than use of a surface water discharge such as an outfall to a bay or river. The capital costs associated with constructing reverse osmosis water treatment facilities, which treat brackish water, are higher than those of lime softening facilities, which treat freshwater.

Some reasons why impact fees differ among utilities:

- Source of Supply
- Proximity to source of supply
- Type of treatment
- Effluent disposal method
- Density of service area
- Availability of grant funding to finance CIP
- Age of system

- Utility life cycle (e.g., growth-oriented vs. mature)
- Level of service standards
- Administrative policies

As shown on Table 6, the average Water and Wastewater System Impact Fees per ERC for the forty-two (42) governmental entities selected for this comparison are \$3,985 per ERC. Of the surveyed utilities, the City of Boca Raton has the highest combined water and wastewater fees at \$9,363 per ERC. City of Fort Walton Beach with a combined fee of \$1,507 had the lowest of the surveyed utilities. The proposed water and wastewater impact fees, while slightly higher than the average, are still generally comparable with similar fees charged by the surveyed utilities.

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CITY OF PANAMA CITY BEACH, FLORIDA
WATER AND WASTEWATER UTILITY IMPACT FEE STUDY
LIST OF TABLES

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3	Capacity Allocable to Serve Customer Growth
4	Development of Water System Impact Fee
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6	Comparison of Impact Fees per ERC for Water and Wastewater Service

Table 1
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Summary of Fixed Asset Allocation

Line No.	Description	8/18/2016 [1]		8/18/2016 As Adjusted	Functional Allocation	
		Balance	Adjustment		Plant-In-Service	Distribution
Water System:						
1	Land, Buildings & Facilities	\$17,024,198	\$0	\$17,024,198	\$0	\$17,024,198
2	Transmission Lines (30%) [2]	6,675,485	0	6,675,485	0	6,675,485
3	Distribution Lines (70%)	15,576,131	(15,576,131)	0	0	0
4	Miscellaneous Deptl. Capital	2,074,428	(2,074,428)	0	0	0
5	Other Assets	0	0	0	0	0
6	Subtotal	<u>\$41,350,242</u>	<u>(\$17,650,559)</u>	<u>\$23,699,683</u>	<u>\$0</u>	<u>\$23,699,683</u>
Wastewater System:						
7	Wastewater Plant / Disposal	\$68,361,781	\$0	\$68,361,781	\$68,361,781	\$0
8	Lift Stations	12,391,073	0	12,391,073	0	12,391,073
9	Transmission Lines (30%) [2]	8,718,546	0	8,718,546	0	8,718,546
10	Collection Lines (70%)	20,343,275	(20,343,275)	0	0	0
11	Miscellaneous Deptl. Capital	2,111,937	(2,111,937)	0	0	0
12	Other Assets	0	0	0	0	0
13	Subtotal	<u>\$111,926,612</u>	<u>(\$22,455,212)</u>	<u>\$89,471,400</u>	<u>\$68,361,781</u>	<u>\$21,109,619</u>
14	Total	<u><u>\$153,276,854</u></u>	<u><u>(\$40,105,771)</u></u>	<u><u>\$113,171,083</u></u>	<u><u>\$68,361,781</u></u>	<u><u>\$44,809,302</u></u>

Footnotes:

[1] Amounts provided by City staff.

[2] Assumed that 30% of all line costs represent the investment in back-bone water and wastewater transmission facilities.

Table 2
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Functionalization of Estimated Multi-Year Capital Improvement Program

Line No	Description	2017-2024 CIP Total (1)	Grant / R&R Adjustments	As Adjusted	Percent of Remaining Cost Allocable to Growth		Amount of Remaining Cost Allocable to Growth		Functionalized Amount				Total	
					Existing Growth	All Growth	Existing Growth	All Growth	Plant, Buildings & Facilities		Transmission			
									Existing Growth	All Growth	Existing Growth	All Growth		
Water System Capital Improvements:														
1	CRA SR 79 Water Main Relocations & Reclaimed Mains	\$840,000	(\$840,000)	\$0	100.00%	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	Public Services Bldg	3,291,312	(2,456,723)	834,589	0.00%	100.00%	0	834,589	0	834,589	0	0	0	834,589
3	Underground Utilities Admin Bldg	1,532,160	(1,022,160)	510,000	0.00%	100.00%	0	510,000	0	510,000	0	0	0	510,000
4	PCB Pkwy/Caules Ave Utility Relocations	189,600	(189,600)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
5	PCB Pkwy/Moxlan Rd Utility Relocations	201,600	(201,600)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
6	Wild Heron Ground Storage PS and Tank Rehab	2,940,000	(2,040,000)	900,000	100.00%	0.00%	900,000	0	900,000	0	0	0	0	900,000
7	West Bay 7 MG Tank Diffused Air System	1,122,000	(1,122,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
8	McElvey 5 MG Tank Diffused Air System	1,104,000	(1,104,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
9	Water Service Replacements Phase II	630,000	(630,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
10	Bay Pkwy to Nautilus Watermain	690,000	0	690,000	0.00%	100.00%	0	690,000	0	0	0	0	690,000	690,000
11	N Pier Park Dr Water Main	324,000	0	324,000	0.00%	100.00%	0	324,000	0	0	0	0	324,000	324,000
12	Woodlawn Water System Improvements	420,000	(420,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
13	Bid-A-Wee Subdiv Water Main Replacements	930,721	(767,699)	163,022	100.00%	0.00%	163,022	0	0	0	163,022	0	163,022	163,022
14	Automated Water Meter Reading/Billing Upgrades	6,660,000	(6,660,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
15	North Lagoon Watermain	663,180	(573,180)	90,000	0.00%	100.00%	0	90,000	0	0	0	0	90,000	90,000
16	Holly St Transmission Main	1,020,000	(780,000)	240,000	0.00%	100.00%	0	240,000	0	0	0	0	240,000	240,000
17	Thomas Drive Utility Relocations	897,000	(897,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
18	Bid-A-Wee Subdiv Ph 2 Water Main Replacements	342,000	0	342,000	100.00%	0.00%	342,000	0	0	0	342,000	0	342,000	342,000
19	Laguna Beach Water System Improvements	510,000	(420,000)	90,000	0.00%	100.00%	0	90,000	0	0	0	0	90,000	90,000
20	Bay side Water System	1,778,215	(1,727,268)	50,947	100.00%	0.00%	50,947	0	0	0	0	0	50,947	50,947
21	CRA Segment 2 Water Main Relocations	1,200,000	(1,200,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
22	System Extensions/Loops	2,553,600	(1,353,600)	1,200,000	0.00%	100.00%	0	1,200,000	0	0	0	0	1,200,000	1,200,000
23	Total Water System Capital Improvements	\$29,839,388	(\$24,404,830)	\$5,434,558			\$1,455,969	\$1,978,589	\$900,000	\$1,344,589	\$555,969	\$2,634,000	\$5,434,558	

2

Table 2
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Functionalization of Estimated Multi-Year Capital Improvement Program

Line No	Description	2017-2024 CIP Total [1]	Grant / R&R Adjustments	As Adjusted	Percent of Remaining Cost Allocable to Growth		Amount of Remaining Cost Allocable to Growth		Functionalized Amount				Total	
					Existing Growth	All Growth	Existing Growth	All Growth	Plant, Buildings & Facilities		Transmission			
									Existing Growth	All Growth	Existing Growth	All Growth		
Wastewater System Capital Improvements:														
24	CRA SR 79 Sewer Main Relocations & Reclaimed Mans	\$1,020,000	(\$1,020,000)	\$0	100.00%	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Gravity Sewer Rehabilitation	5,400,000	(5,400,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
26	Paving overlay at WWTP	276,000	(276,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
27	Public Services Bldg	835,920	(668,736)	167,184	0.00%	100.00%	0	167,184	0	167,184	0	0	0	167,184
28	WWTP Influent Piping Rehabilitation	720,000	(720,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
29	Underground Utilities Admin Bldg	656,640	(492,480)	164,160	0.00%	100.00%	0	164,160	0	164,160	0	0	0	164,160
30	LS SCADA Replacements	492,000	(492,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
31	800 MHz Radio System	588,000	(588,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
32	PCB Pkwy/Cauley Ave Utility Relocations	189,600	(189,600)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
33	PCB Pkwy/Moylan Rd Utility Relocations	201,600	(201,600)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
34	Bay Pkwy to Nautilus Foreman and Reclaimed Man	2,622,000	0	2,622,000	100.00%	0.00%	2,622,000	0	0	0	2,622,000	0	0	2,622,000
35	N Pier Park Dr Reclaimed Water Man	855,992	0	855,992	0.00%	100.00%	0	855,992	0	0	0	855,992	0	855,992
36	Thomas Drive Utility Relocations	1,380,000	(1,380,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
37	LS #74 (Jamaican) Replacement	927,600	(807,600)	120,000	0.00%	100.00%	0	120,000	0	0	0	120,000	0	120,000
38	LS #19 (Wildwood) Replacement	655,500	(565,500)	90,000	0.00%	100.00%	0	90,000	0	0	0	90,000	0	90,000
39	SR 79 Reclaimed Transmission Man	2,466,000	(1,206,000)	1,260,000	0.00%	100.00%	0	1,260,000	0	0	0	1,260,000	0	1,260,000
40	Bayside Sewer System	4,400,742	(1,267,406)	3,133,336	100.00%	0.00%	3,133,336	0	0	0	3,133,336	0	0	3,133,336
41	PCB Pkwy/Cauley Reclaimed Transmission Man	1,242,000	(600,000)	642,000	0.00%	100.00%	0	642,000	0	0	0	642,000	0	642,000
42	LS #73 (Cobb) Replacement	1,776,000	(1,416,000)	360,000	0.00%	100.00%	0	360,000	0	0	0	360,000	0	360,000
43	LS #8 (Fairway) & #18 (Shadow Bay) Replacement	702,000	(630,000)	72,000	0.00%	100.00%	0	72,000	0	0	0	72,000	0	72,000
44	CRA Segment 2 Sewer Main Relocations	1,320,000	(1,320,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
45	LS #4 (Driftwood) Replacement	2,390,400	(2,090,400)	300,000	0.00%	100.00%	0	300,000	0	0	0	300,000	0	300,000
46	LS #9 (Edgewater) Replacement	2,490,000	(2,214,000)	276,000	0.00%	100.00%	0	276,000	0	0	0	276,000	0	276,000
47	Alf Coleman Force Main Project	782,400	(586,800)	195,600	0.00%	100.00%	0	195,600	0	0	0	195,600	0	195,600
48	West Bay LS & FM Project	2,081,004	0	2,081,004	0.00%	100.00%	0	2,081,004	0	0	0	2,081,004	0	2,081,004
49	Colony Club Rd Foreman	90,000	(90,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
50	Primary LS Upgrades/Odor Control	2,208,000	(1,545,600)	662,400	0.00%	100.00%	0	662,400	0	0	0	662,400	0	662,400
51	Secondary LS Upgrades/Odor Control	2,208,000	(1,545,600)	662,400	0.00%	100.00%	0	662,400	0	0	0	662,400	0	662,400
52	WW/RW System Extensions/Loops	1,932,000	(483,000)	1,449,000	0.00%	100.00%	0	1,449,000	0	0	0	1,449,000	0	1,449,000
53	Grand Lagoon Sewer Phases 2-7	24,756,000	(24,756,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
54	Laguna Beach Sewer Phases 1-3	10,686,624	(10,686,624)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
55	New WWTP site acquisition	2,640,000	(2,640,000)	0	100.00%	0.00%	0	0	0	0	0	0	0	0
56	Total Wastewater System Capital Improvements	\$80,992,022	(\$65,878,946)	\$15,113,076			\$5,755,336	\$9,347,740	\$0	\$331,344	\$5,755,336	\$9,026,396	\$15,113,076	
57	Total Capital Improvement Program	\$110,831,411	(\$90,283,776)	\$20,547,634			\$7,211,305	\$13,336,330	\$900,000	\$1,675,933	\$6,311,305	\$11,660,396	\$20,547,634	

Footnotes
 [1] Amounts as provided by the City.

2

Table 3
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Development of Existing Wastewater Production/Treatment Facility
Capacity Allocable to Serve Customer Growth

Line No.	Description	Wastewater System
<u>Capacity of System</u>		
1	City Treatment Facilities (MGD)(MADF) [1]	14.000
2	Bay County Wholesale Agreement	N/A
3	Total Treatment Capacity	<u>14.000</u>
4	Adjusted to Reflect Average Daily Flow (ADF) [2]	9.797
5	Average Daily Flow (MGD) [3]	6.800
6	Remaining Capacity (MGD)(ADF) at Existing Plant	2.997
7	Percent of Total Capacity Allocable to Growth	30.59%

Footnotes:

- [1] Amount based on the permitted design capacity of the plant expressed on a maximum average daily flow basis (MADF) in millions of gallons per day (MGD).
- [2] Amount based on a historical peaking factor of 1.429 based on an average daily flow of approximately 70% of the max month.
- [3] Amount based on the average daily flow as provided by City staff.

Table 4
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study
Development of Water System Impact Fee

Line No.	Description	Amount
Transmission Component #1 - City Financed Facilities and Transmission		
Primary Transmission System:		
1	Existing Facilities [1]	\$23,699,683
2	Additional Planned Improvements [2]	1,455,969
3	Total Existing Facility Costs	<u>\$25,155,652</u>
4	New Facilities to Aid Growth [3]	<u>\$3,978,589</u>
5	Subtotal of Costs	\$29,134,241
6	Estimated Transmission Capacity (GPD) (ADF) [4]	18,300,000
7	ERC Factor - GPD [5]	350
8	Estimated ERCs served by Transmission/Distribution Facilities	52,286
9	Rate per ERC of Transmission/Distribution Facilities	<u>\$557.21</u>
10	Rounded Rate	<u>\$557.00</u>
11	Existing Fee	<u><u>\$595.00</u></u>

Footnotes:

- [1] Amount derived from Table 1 for the most recently completed period ended August 18, 2016 and do not include the estimated cost of on-site capital costs such as meters, services and local distribution facilities.
- [2] Amount derived from Table 2 that benefit existing and future customers of the system.
- [3] Amount derived from Table 2 that benefit only future customers of the system.
- [4] Amount based upon actual flow data for the maximum month of flow during surveyed historical period which occurred in July 2015.
- [5] The ERC factor reflects the estimated average daily water demand per new connection.

Table 5
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study
Development of Wastewater System Impact Fee

Line No.	Description	Amount
Total Estimated Cost of Wastewater Treatment and Effluent Disposal Facilities:		
1	Cost of Existing Facilities [1]	\$68,361,781
2	Additional Planned Improvements [2]	331,344
3	Total Cost of Treatment & Disposal Facilities	<u>\$68,693,125</u>
4	Existing Plant Capacity (GPD) (MADF) [3]	14,000,000
5	Existing Plant Capacity (GPD) (ADF) [3]	9,797,061
6	ERC Factor - GPD [4]	280
7	Estimated ERCs to be Served by Existing Facilities	34,990
8	Percent Remaining Capacity of Existing Facilities [3]	30.59%
9	Allocation of Facilities to Growth	<u>\$21,014,208</u>
10	Rate per ERC Associated with Treatment & Disposal Facilities	<u>\$1,963.25</u>
Primary Collection System:		
11	Existing Facilities [1]	\$21,109,619
12	Additional Costs Capitalized to Existing Facilities [2]	<u>5,755,336</u>
13	Subtotal of Existing Facilities	<u>\$26,864,955</u>
14	New Facilities to Aid Growth [5]	\$9,026,396
15	Subtotal of Costs	<u>\$35,891,351</u>
16	Estimated ERCs served by Collection Facilities	34,990
17	Rate per ERC of Collection Facilities	<u>\$1,025.77</u>
18	Total Combined Rate per ERC	<u>\$2,989.02</u>
19	Rounded Rate	<u>\$2,989.00</u>
20	Existing Fee	<u><u>\$1,630.00</u></u>

Footnotes:

- [1] Amount derived from Table 1 for the most recently completed period ended August 18, 2016 and do not include the estimated cost of on-site capital costs such as meters, services and local collection facilities.
- [2] Amount derived from Table 2 that benefit existing and future customers of the system.
- [3] Amounts derived from Table 3.
- [4] The ERC factor reflects the estimated average daily wastewater demand per new connection.
- [5] Amount derived from Table 3 that benefit only future customers of the system.

Table 6
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Comparison of Impact Fees Per ERC For Water and Wastewater Service [1]

Line No.	Description	Residential 5/8" x 3/4" Meter		
		Water	Wastewater	Combined
City of Panama City Beach				
1	Existing Rates	\$1,176	\$1,630	\$2,806
2	Proposed Rates	\$1,138	\$2,989	\$4,127
<u>Other Neighboring Utilities:</u>				
3	Bay County	\$710	\$2,103	\$2,813
4	City of Callaway	1,601	1,735	3,336
5	City of Cedar Grove	710	2,103	2,813
6	City of Lynn Haven	1,401	3,147	4,548
7	City of Mexico Beach	1,806	2,125	3,931
8	City of Panama City	1,046	1,250	2,296
9	City of Parker	1,081	1,400	2,481
10	City of Springfield	1,448	1,111	2,559
<u>Other Florida Utilities:</u>				
11	City of Apopka	1,276	4,775	6,051
12	City of Boca Raton	5,195	4,168	9,363
13	City of Boynton Beach	1,122	665	1,787
14	City of Clermont	2,317	3,750	6,067
15	City of Cocoa	1,750	2,700	4,450
16	City of Cocoa Beach	1,750	2,200	3,950
17	City of Coconut Creek	1,086	1,148	2,235
18	City of Dania Beach	1,557	725	2,282
19	City of Daytona Beach	1,213	1,607	2,820
20	City of Deerfield Beach	2,500	560	3,060
21	City of Edgewater	1,612	2,227	3,839
22	City of Eustis	854	2,668	3,522
23	City of Fort Lauderdale	1,386	651	2,037
24	City of Fort Walton Beach	700	807	1,507
25	City of Kissimmee	2,415	3,450	5,865
26	City of Lake Mary	1,010	2,664	3,674
27	City of Lake Wales	2,070	3,394	5,463
28	City of Lakeland	1,050	1,916	2,966
29	City of Leesburg	820	1,940	2,760
30	City of Margate	1,790	1,920	3,710
31	City of Melbourne	1,540	2,210	3,750
32	City of Minneola	2,429	3,600	6,029

Table 6
City of Panama City Beach, Florida
Water and Wastewater Utility Impact Fee Study

Comparison of Impact Fees Per ERC For Water and Wastewater Service [1]

Line No.	Description	Residential 5/8" x 3/4" Meter		
		Water	Wastewater	Combined
33	City of Mount Dora	2,527	3,804	6,331
34	City of Ocoee	2,020	5,992	8,012
35	City of Palm Beach Gardens	1,500	1,200	2,700
36	City of Plantation	1,745	1,315	3,060
37	City of St. Cloud	2,839	3,202	6,041
38	City of Sunrise	1,500	1,350	2,850
39	City of Tavares	1,670	3,130	4,800
40	City of Winter Garden	1,086	1,767	2,853
41	City of Winter Haven	1,029	3,339	4,369
42	New Smyrna Beach Utilities Commission	1,340	1,290	2,630
43	Regional Utilities - Walton County	3,039	4,741	7,780
44	Village of Royal Palm Beach	1,500	2,500	4,000
45	Other Florida Utilities' Average	\$1,644	\$2,342	\$3,985

[1] Unless otherwise noted, amounts shown reflect residential rates in effect August 2017 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

AUGUST 23, 2018

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 18-129 for extraordinary traffic control on portions of Front Beach Road, South Thomas Drive, Thomas Drive, and Surf Drive on Saturday, December 1, 2018.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

The Panama City Beach Chamber is hosting the Panama City Beach Marathon which will be held on December 1, 2018.

The event necessitates careful traffic control and extraordinary usage of Front Beach Road, South Thomas Drive, Thomas Drive, and Surf Drive in the corporate limits of Panama City Beach. Traffic along those roads shall be rerouted or otherwise controlled on the eastbound lanes.

Staff recommends approval.

CONSENT
AGENDA ITEM # 1

RESOLUTION 18-129

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RELATED TO THE "PANAMA CITY BEACH MARATHON"; AUTHORIZING EXTRAORDINARY TRAFFIC CONTROL ON PORTIONS OF FRONT BEACH ROAD, SOUTH THOMAS DRIVE, THOMAS DRIVE, AND SURF DRIVE ON SATURDAY, DECEMBER 1, 2018 FOR THE EVENT.

WHEREAS, the Panama City Beach Chamber is hosting the Panama City Beach Marathon (the "Event") on Saturday, December 1, 2018 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of Front Beach Road, South Thomas Drive, Thomas Drive and Surf Drive in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that during the hours of 7:00 A.M. and 2:00 P.M. on Saturday, December 1, 2018, all vehicular traffic shall be rerouted or otherwise controlled on the eastbound lane of Front Beach Road, South Thomas Drive, Thomas Drive, and Surf Drive east to the City limits, and the reciprocal path back be controlled in accordance with the attached maps which accompany this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED in special session of the Panama City Beach City Council this 23rd day of August, 2018.

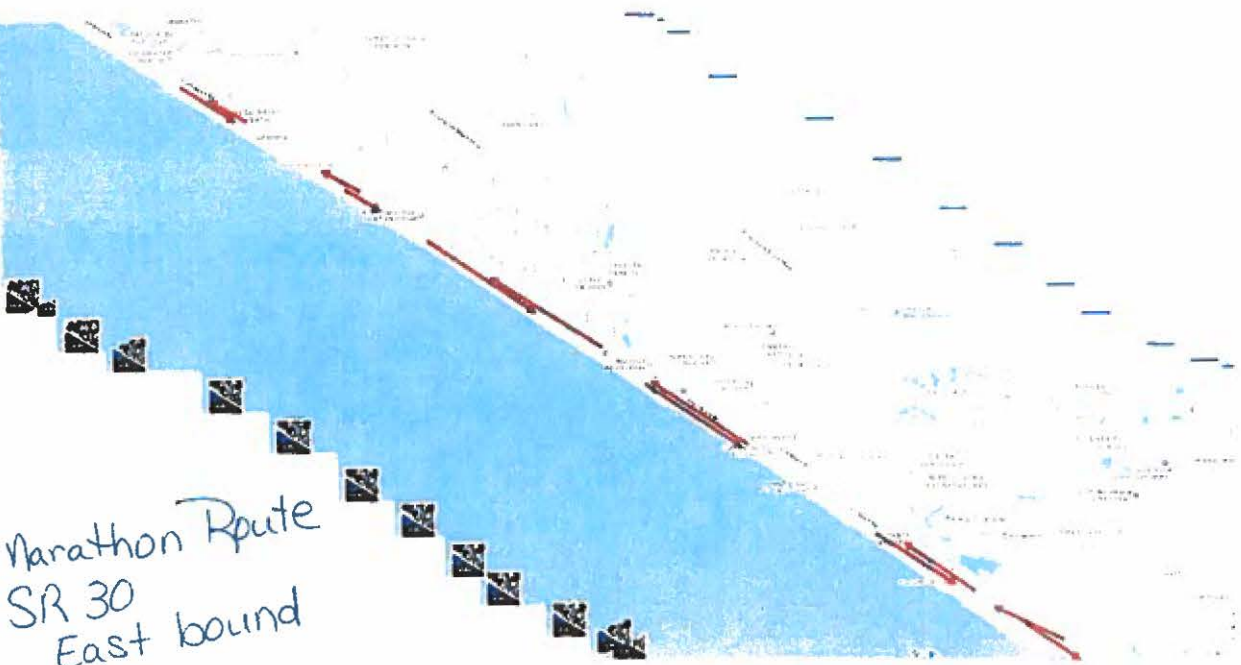
CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

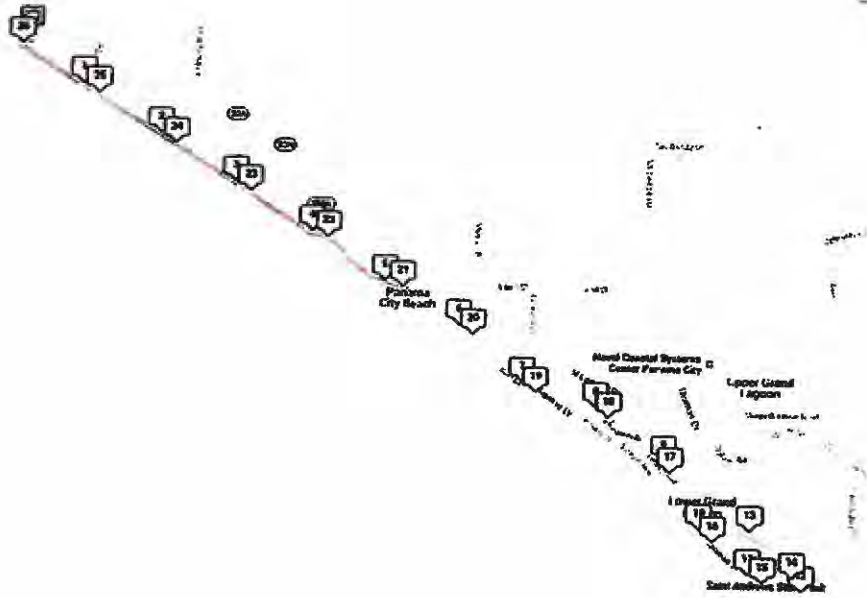
Marathon Route
SR 30
East bound

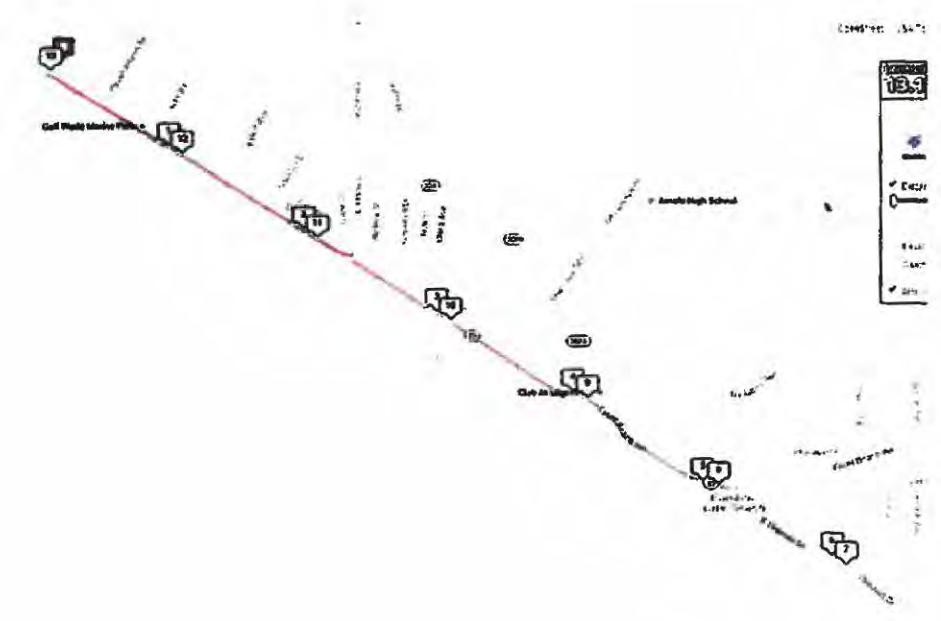


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CONSENT
AGENDA ITEM # 1

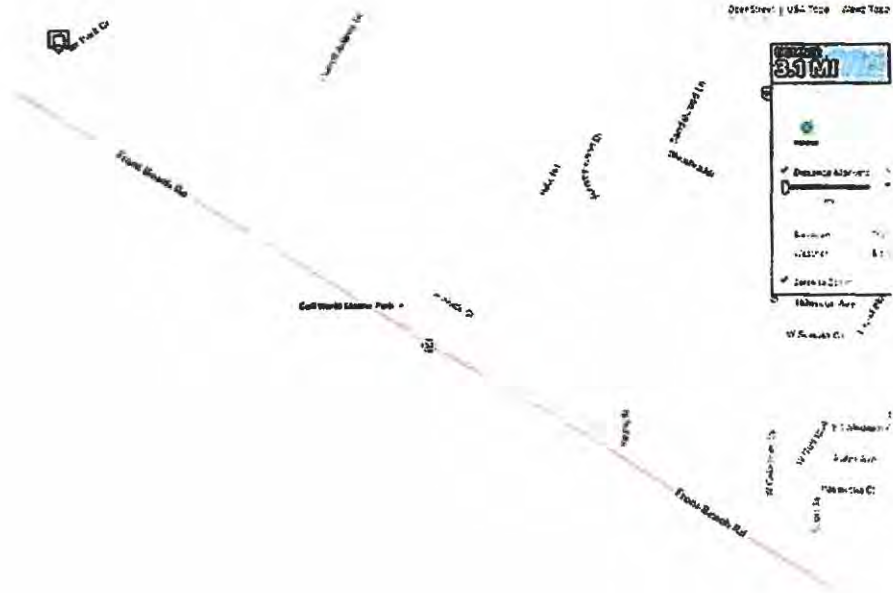


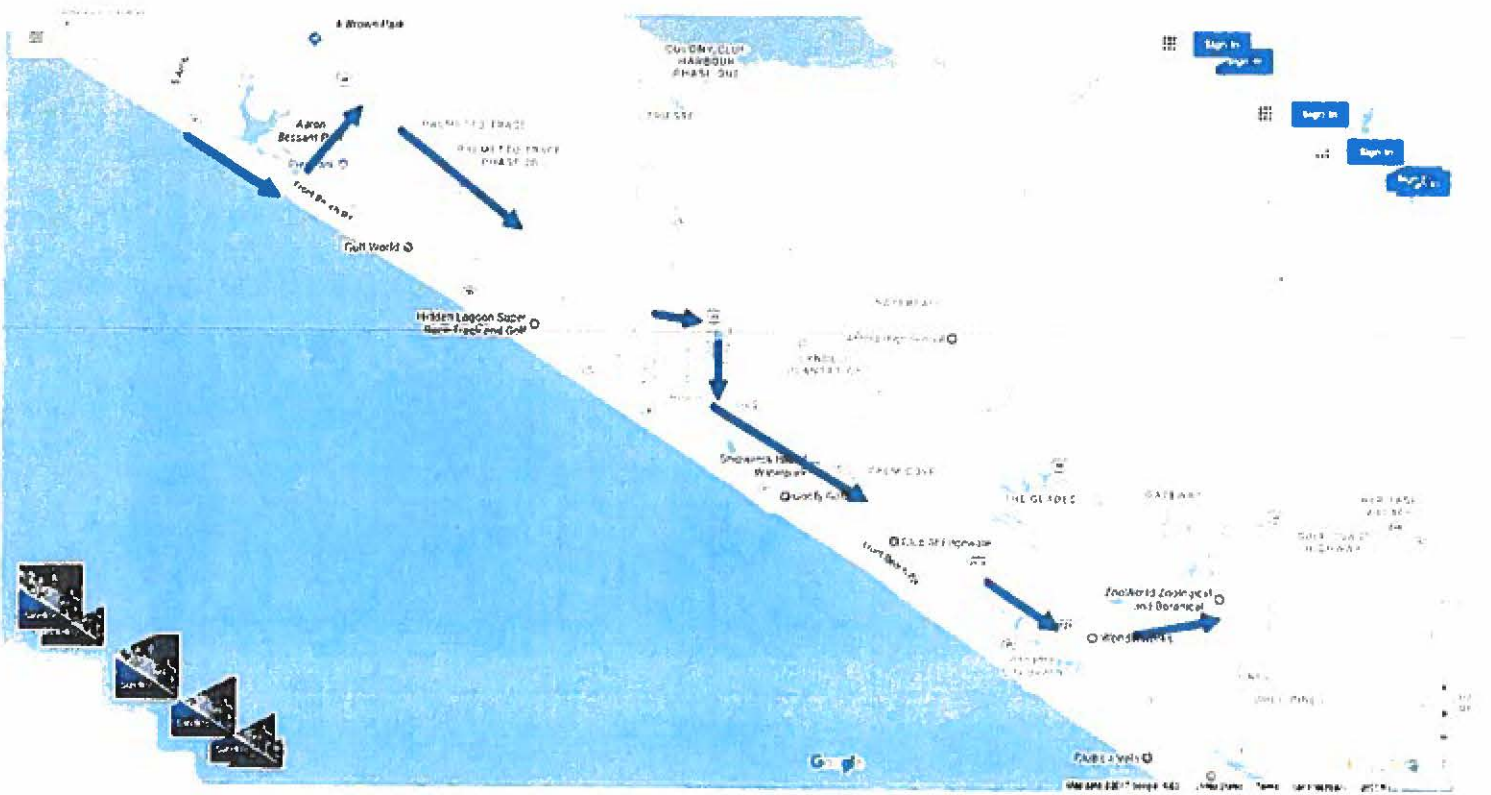


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CONSENT
AGENDA ITEM # 1

CONSENT
AGENDA ITEM # 1





Detour Route



CONSENT
AGENDA ITEM # 1

Jo Smith

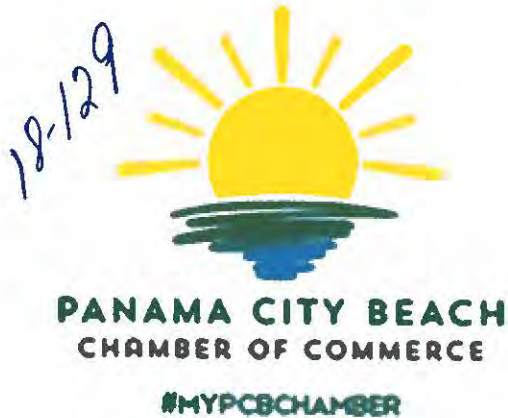
From: Helen Adami <helen@pcbeach.org>
Sent: Monday, July 30, 2018 11:01 AM
To: Jo Smith
Subject: Panama City Beach Marathon | Road Closure Permit
Attachments: 2018PCBMarathonRoadClosure.pdf

Hi Jo!

I've attached our request for temporary closing/special use of a state road for the City Council to review. Please let me know if you have any questions or need anything else.

Last year I was told the week of the event that there was a new permit that we needed to fill out as well, and a kind police officer helped me speed up the process. Are you aware of what that is? I can't remember.

Thank You,



Helen Adami

Director of Marketing and Events
Panama City Beach Chamber of Commerce
p: 850 235 1159
f: 850 235 2301
a: 309 R. Jackson Blvd. Ste. 101, PCB, FL 32407
w: pcbeach.org



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD

- Instructions: 1. Obtain signatures of local law enforcement and city/county officials.
 2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.
 3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION Panama City Beach Chamber of Commerce		PERSON IN CHARGE Kristopher McLane	DATE 7/25/18
ADDRESS OF ORGANIZATION 309 Richard Jackson Blvd, Ste #101 PCB, FL 32407			TELEPHONE NUMBER (850) 235-1159
TITLE OF EVENT Panama City Beach Marathon			
DATE OF EVENT 12/1/18	STARTING TIME OF EVENT 7:00 am	DURATION OF EVENT (APPROX.) 7 hours	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) 2:00 pm
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. - INCLUDE MAPS) Start/finish: out: back course. South on Pier Park Dr. East on Front Beach Rd., continue East on S. Thomas Dr. Follow route thru St. Andrews State Park. Exit park heading west on Thomas Dr. Turn right on Benbow St., west on Beach Dr., north on Treasure Circle, west on Hilltop Ave. North on Mystic St. West on S. Lagoon, when S. Lagoon turns into Utes St.,			
DETOUR ROUTE (INCLUDES ALTERNATE ROUTES - INCLUDE MAPS) continue west on Joan Ave, turn west on Thomas Dr, continuing west on Joan St. Thomas, then Front Beach Rd. to Pier Park.			
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC.) (INCLUDE PRECINCT NO.) PCBPD - BCSO			
SPECIAL CONDITIONS Follows same course as Ironman Triathlon running once past Boardwalk Beach Resort.			
THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING			
LICENSED PYROTECHNICS OPERATOR _____		LICENSE NO. _____	
APPROVAL OF LOCAL FIRE DEPARTMENT _____			
LIABILITY INSURANCE CARRIER _____		POLICY EFFECTIVE DATE _____	
COVERAGE AMOUNT _____ (\$1,000,000 MINIMUM)			
LENGTH OF COVERAGE _____ DAYS			
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____			
ADDITIONAL LIABILITY INSURANCE AMOUNT _____ (\$5,000,000 MINIMUM)			
TYPED NAME AND TITLE (INCLUDE BADGE NO. IF APPROPRIATE)	SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY		DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL	SIGNATURE OF CITY/COUNTY OFFICIAL		DATE SIGNED

AUTHORITIES: CHAPTER 14-65, FLORIDA ADMINISTRATIVE CODE: RULES OF THE DEPARTMENT OF TRANSPORTATION - TEMPORARY CLOSING AND SPECIAL USE OF STATE ROADS, SECTIONS 337.408(1), 496.08 AND 316.008, FLORIDA STATUTES.

CONSENT
 AGENDA ITEM # 1

The Permittee, shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agents, employees, or subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Permittee nor any of its subcontractors will be liable under this Article for damages arising out of the injury or damage to persons or property directly caused or resulting from the SOLE negligence of the Department or any of its officers, agents or employees.

Contractor's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Contractor. Contractor's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Department SOLELY negligent shall excuse performance of this provision by Contractor. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Contractor of a claim shall not release Contractor of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend and save harmless the State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.

During the event, all safety regulations of the Department shall be observed and the holder must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices (MUTCD), as amended, and the Department's latest Roadway and Traffic Design Standards.

In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the RAW at no cost to the Department.

Submitted by: * Kristopher McLane
Permittee

Place Corporate Seal

* Kristopher McLane President/CEO
Signature and Title

Huan Idami
Attested

Department of Transportation Approval: This Request is Hereby Approved

Recommended for approval _____ Title _____ Date _____

Approved by: _____ Date _____
District Secretary or Designee

DISTRIBUTION: Original - Permittee
1st copy - District Maintenance Office
2nd copy - Local Maintenance Engineer

CONSENT
AGENDA ITEM # 1

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
AUGUST 23, 2018

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 18-130 to close portions of roads in Pier Park on October 5 to 6, 2018 for the parade.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Pirates of the High Seas Festival will be held on Friday, October 5 and Saturday, October 6, 2018 with the main parade being held on October 6, 2018.

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

Staff recommends approval.

RESOLUTION NO. 18-130

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO THE "PIRATES OF THE HIGH SEAS FESTIVAL"; AUTHORIZING CLOSURE OF PORTIONS OF LC HILTON, JR. DRIVE, SEA MONKEY WAY, LONGBOARD WAY AND PIER PARK DRIVE ON OCTOBER 5 AND 6, 2018 FOR THE EVENT; AND AUTHORIZING CLOSURE OF A PORTION OF POWELL ADAMS ROAD AND THE TEMPORARY USAGE OF A PORTION OF FRONT BEACH ROAD ON OCTOBER 6 TO PERMIT THE EVENT'S PARADE.

WHEREAS, the "Pirates of the High Seas Festival" (the "Event") is being held on Friday, October 5, 2018 and on Saturday, October 6, 2018 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of Front Beach Road and other city roads within and around Pier Park.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that:

1. During the hours of 12:00 A.M. on Thursday, October 4, 2018, until 12:00 A.M. on Sunday, October 7, 2018, portions of L.C. Hilton, Jr. Drive, Sea Monkey Way, and Pier Park Drive beginning at the Grand Theatre roundabout to Long Board Way shall be closed and all vehicular traffic shall be rerouted or otherwise controlled in accordance with the attached map which accompanies this Resolution to accommodate the Event.
2. During the hours of 4:30 P.M. to 7:30 P.M. on Saturday, October 6, 2018, portions of Pier Park Drive and Powell Adams Road shall be closed and all vehicular traffic on Powell Adams Road and on Front Beach Road from Powell Adams to Pier Park Drive shall be rerouted in accordance with the attached map which accompanies this Resolution to accommodate the Event's Parade.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION this ____ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-130

CONSENT
AGENDA ITEM # 2

August 10, 2018

To: Mayor and Council Members
Cc: Jo Smith

From: Visit Panama City Beach
Sports/Events Department

Re: Barricade Plan for the Panama City Beach Mardi Gras and Music Festival

October 5th-6th – Pirates of the High Seas Fest

Per the direction of the City Manager, we are providing the barricade plan for the 2018 Panama City Beach Pirates of the High Seas Fest. Since 2015 we have continued to add 100 barricades to the route each year, bringing our current inventory to 700. This action was taken after our post-event meeting for Mardi Gras in 2015. With coordination between the Panama City Beach Police Department, Fire, the Krewe of Dominique Youx and Pier Park, we took action in defining the areas that needed the most attention.

The additional barricades are used from the roundabout on LC Hilton and they continue down to the intersection of South Pier Park Drive and Longboard way. In our post event meetings since 2016, reports from every organization indicated that there has been a noticeable difference in crowd management. The most significant being the area of South Pier Park Drive leading up to roundabout on LC Hilton.

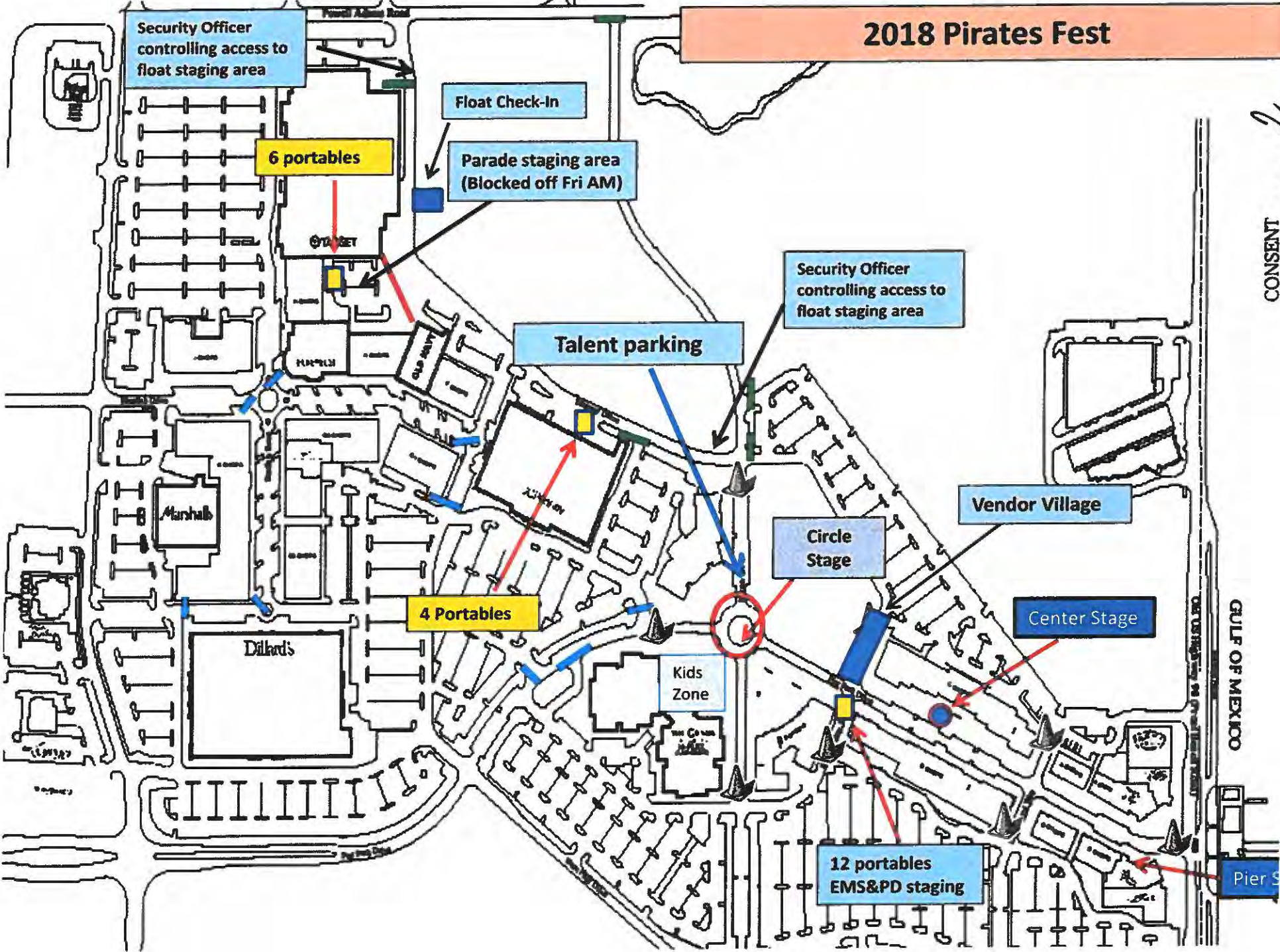
This year's additional barricades will be placed north of the Celebration Stage at critical areas where the crowd tends to push in on the floats and further down Pier Park Drive towards Front Beach Road. Additional barricades will be placed on the various turns that the parade makes in order to help ensure crowd safety. In addition, security guards will be placed in those areas to ensure people do not push past those barricades.

Through the coordination of Police, Fire, the Krewe of Dominique Youx, Pier Park and the Convention and Visitors Bureau, the Pirates Festival and Mardi Gras Parades continue to improve in both visitor experience and most importantly crowd safety.

CONSENT
AGENDA ITEM #

2

2018 Pirates Fest

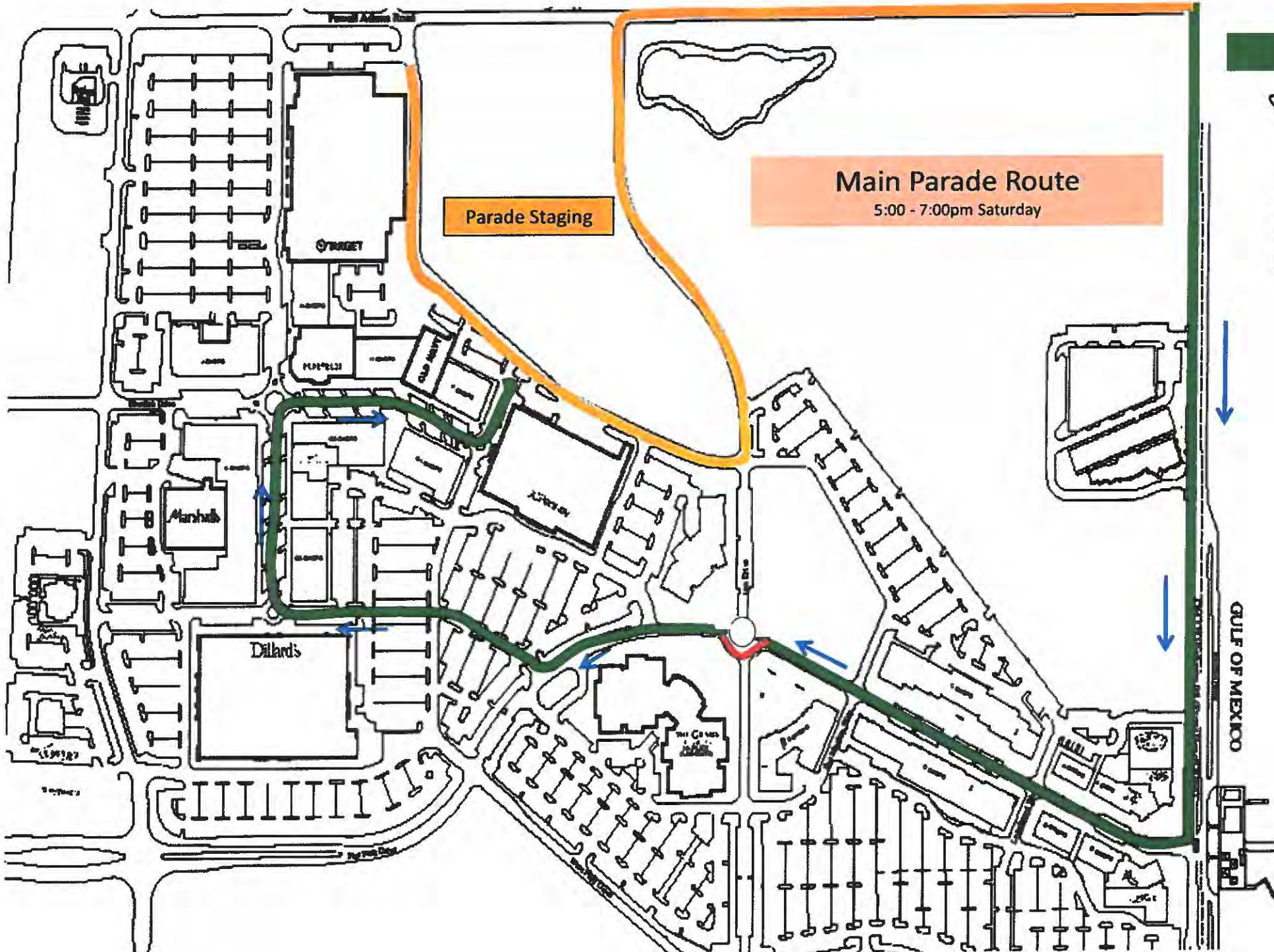


CONSENT
AGENDA ITEM # 2

GULF OF MEXICO

Pier S





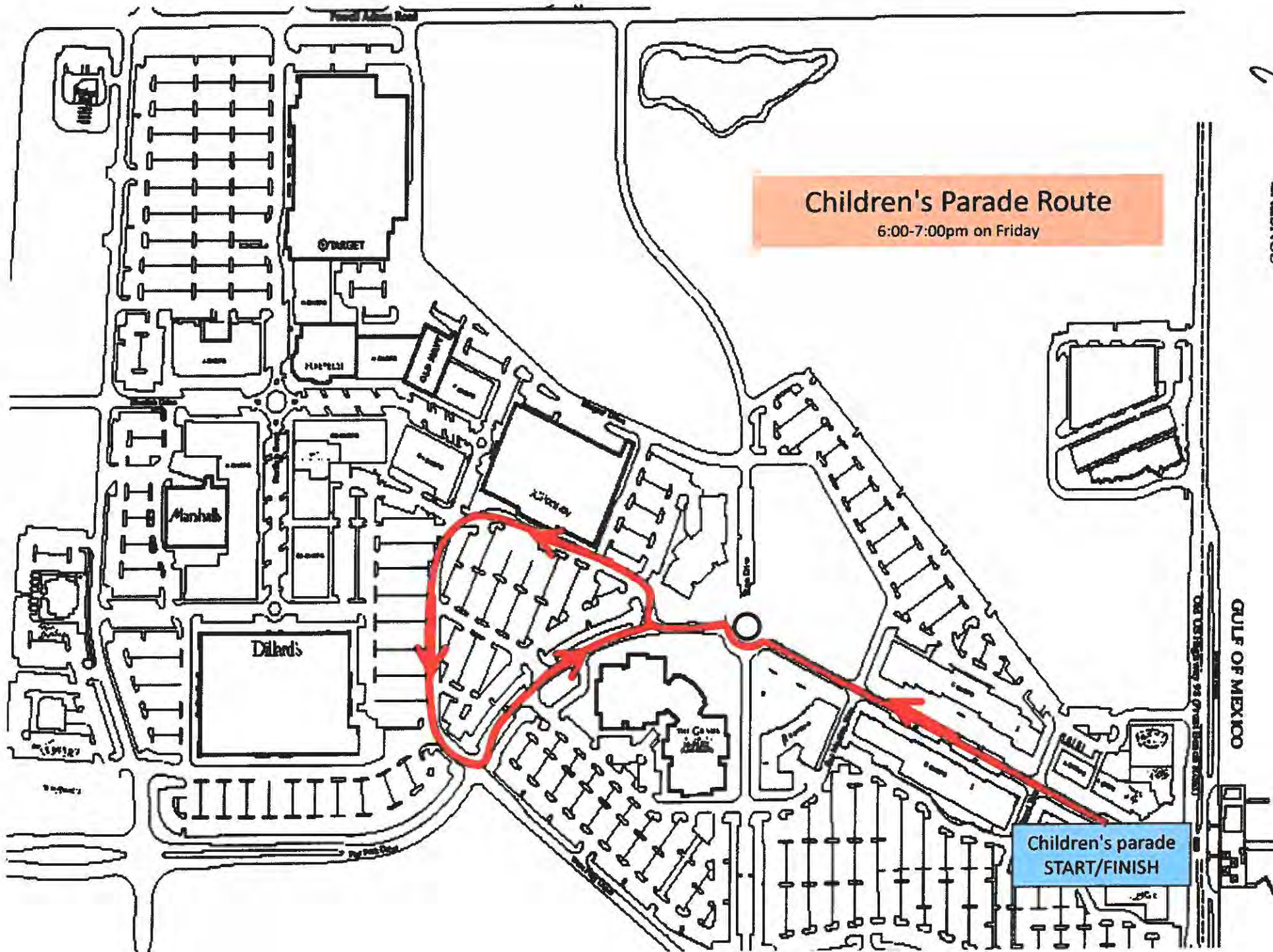
Main Parade Route
5:00 - 7:00pm Saturday

Parade Staging

GULF OF MEXICO



CONSENT
AGENDA ITEM # 2



Children's Parade Route
6:00-7:00pm on Friday

Children's parade
START/FINISH

2

CONSENT
AGENDA ITEM #

GULF OF MEXICO

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Mark Shaeffer, Utilities Engineer

2. MEETING DATE:

August 23, 2018

3. REQUESTED MOTION/ACTION:

Approve a Master Services Agreement related to Professional Utility Engineering Services (General Water, Sewer and Reclaimed Utility Facilities) with Mott MacDonald Florida, LLC

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)

Through Resolution 18-119, Council authorized Staff to negotiate a professional services agreement for continuing engineering services for general water, sewer and reclaimed water utilities with the selected firm of Mott MacDonald Florida, LLC. The format for this Agreement is the City standard Master Services Agreement (MSA) defining overall terms including specific rates and form for future Task Orders. Services provided under this MSA would be negotiated on an as-needed basis in the form of individual Task Orders. This MSA has also been reviewed and approved by the City Attorney regarding form.

Staff recommends that the City Council approve the proposed MSA with Mott MacDonald Florida, LLC and authorize the City Manager to execute on the City's behalf. Note that this MSA does not authorize any particular engineering task. Future task orders requested by Staff under the MSA will require City Manager or City Council approval, depending on the cost of services.

CONSENT
AGENDA ITEM #

2

RESOLUTION 18-132

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH MOTT MACDONALD FLORIDA, LLC, FOR PROFESSIONAL UTILITY ENGINEERING SERVICES RELATED TO THE CITY'S GENERAL WATER, SEWER, AND RECLAIMED UTILITY FACILITIES.

BE IT RESOLVED that the appropriate Officers of the City are authorized to execute and deliver on behalf of the City that certain Master Services Agreement between the City and Mott MacDonald Florida, LLC, for the utility engineering services relating to the City's general water, sewer, and reclaimed utility facilities, at the rates set forth in the attached Agreement, in substantially the form attached and presented to the Council, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

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

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND MOTT MACDONALD FLORIDA, LLC
RELATING TO
PROFESSIONAL UTILITY ENGINEERING SERVICES
(General Water, Sewer and Reclaimed Utility Facilities)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **MOTT MACDONALD FLORIDA, LLC** ("Engineer").

PREMISES

WHEREAS, the City desires to have Engineer assist the City with general potable water, wastewater, and reclaimed water engineering services, together with any related matters, excluding:

- 1) Major potable water and reclaimed distribution, transmission, storage, and pumping facilities;
- 2) Major wastewater pumping and transmission facilities; and
- 3) All wastewater treatment and disposal facilities.

Work will consist of professional engineering planning, design, permitting and construction administration services on a wide variety of general water, wastewater, and reclaimed water utilities projects where at least 80% of the estimated utility scope is below the thresholds described in one or more of the Master Services Agreements between the City and Infrastructure Solutions Services, LLC, relating to Major Wastewater Projects dated May 10, 2018; between the City and Tetra Tech, Inc., relating to Wetlands Projects dated December 29, 2013; and between the City and Dewberry Engineering f/k/a Preble-Rish, Inc., relating to Major Potable Water Projects dated December 29, 2013. Work under this agreement will primarily be for limited scope residential and light commercial infrastructure projects; including new construction, renewal and replacement of existing similar sized utilities, and provision of services in developed areas lacking potable water, wastewater or reclaimed water systems.

The projects shall meet the following criteria:

- a) Related to City construction projects for which construction costs do not exceed \$2,000,000, or
- b) For specific engineering projects or study activities when the fee for such professional engineering service does not exceed \$200,000, or
- c) Related to City wastewater and reclaimed water facilities and improvements which are included in the Utility Department's then current Five (5) Year Capital Plan

(collectively the "Professional Services"); and

WHEREAS, the City intends this Agreement to be a cost-effective device for in-house engineering projects, and to augment City Staff in areas where specific expertise is not available, or in some cases where timely accomplishment of budgeted projects requires additional staff support; and

WHEREAS, the City desires to employ the Engineer for those purposes upon the terms and conditions in this Agreement, and the Engineer is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions; and

WHEREAS, the Florida Consultant's Competitive Negotiation Act (FS 287.055) permits the City to enter a Continuing Contract, as there defined and provided, for work of a specified nature as outlined in the contract required by the City where there is no time limitation provided that the contract may be terminated by the City for convenience.

NOW, THEREFORE, in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. The City retains the Engineer to diligently, competently and timely perform the "Professional Services" on an as-needed basis. Upon request, Engineer will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement and in the request for statements of qualification which led to this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his designee or (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit A which shall include a maximum cost.

B. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Engineer. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

C. Engineer acknowledges that the City may, in its sole and unfettered discretion enter agreements with one or more engineering firms to assist the City with general wastewater engineering projects and that any of those tasks will be outside the scope of this Agreement.



2. COMPENSATION AND PAYMENT:

A. Engineer's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition, with prior, written authorization by City, the Engineer shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Engineer shall invoice the City at actual costs times a factor of 1.10 for all out-of-pocket costs including sub-consultants (if required). Records of costs incurred under the terms of this Agreement shall be maintained by the Engineer and made available to the City during the period of this Agreement, and for one (1) year after the final payment is made. Copies of these documents and records shall be furnished to the City without cost.

C. Upon written instruction by the City, the Engineer shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Engineer shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Engineer. The additional compensation shall be computed by the Engineer on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Engineer's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Engineer in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Engineer shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Engineer and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with wastewater engineering and construction. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Engineer an amount equal to or less than the amount that the City has unilaterally determined, Engineer shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Engineer shall pay the City's reasonable attorney's fees.

D. In the event that additional outside services are required due to unforeseen conditions, the Engineer shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Engineer shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Engineer in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Engineer except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which a Task Order shall be outstanding, the Engineer shall submit a separate invoice for services rendered during that month with respect to each Task Order, as follows:

1) Where a stipulated sum is specified, the City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-involved basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. The acceptance by the Engineer, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Engineer, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. **SCHEDULE:** The estimated schedule for the services required shall be included in each Task Order and related scope of services.

4. **CITY'S RESPONSIBILITY:** The City shall furnish the Engineer with all existing data, plans, profiles, and other engineering information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Engineer, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Engineer and the originals returned to the City.

5. **CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that the City designates the City Engineer or his or her other designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by the Engineer, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Engineer.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6. **CHANGES IN SCOPE:** The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Engineer's compensation, shall not be binding unless mutually agreed upon by and between the City and the Engineer, and incorporated in written amendments to this Agreement.

7. **TERMINATION:**

A. The City may terminate this Agreement for cause upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Engineer may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this

Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Engineer solely for the reasonable value of the work performed by the Engineer prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Engineer be entitled to overhead and profit on work not performed.

B. This is a continuing Agreement with a public agency. Accordingly, City may terminate this Agreement at any time without cause upon written notice to Engineer. Should the City terminate this Agreement without cause, City shall pay Engineer for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Engineer.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written for an initial term of four (4) years, and the City shall have the unilateral option to extend the initial term for two, consecutive extended terms of two (2) years each by written notice delivered to the other party at any time before or within thirty (30) days after expiration of the prior term.

9. INDEMNIFICATION: The Engineer hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Engineer or any person employed or utilized by the Engineer in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes* (2017). The specific consideration given for the promises of the Engineer set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Engineer, receipt whereof is hereby acknowledged and the adequacy of which the Engineer accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

10. INSURANCE:

A. The Engineer shall procure and maintain during the life of this Agreement insurance of the following types:

1) **Worker's Compensation:** For all of his employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Engineer shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation - Statutory

Coverage B – Employer’s Liability - \$1,000,000.00

- 2) Liability: Comprehensive General Liability insurance including, but not limited to:
- a) Independent Contractor’s Liability;
 - b) Contractual Liability;
 - c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

4) Professional Liability: Project specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

B. Certificates of Insurance: The Engineer shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: “SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.” In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted “SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.” If the insurance

policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. NEGOTIATION DATA:

A. The Engineer hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Engineer shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the Agreement.

The original contract price and additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual amount costs. The City shall exercise its rights under this "Certificate" within 1 year following final payment.

C. Contingency Fees: The Engineer warrants that he has no employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12. OWNERSHIP OF DOCUMENTS: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Engineer in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Engineer shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Engineer. The City shall not use the Engineer's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Engineer of its intended use, provides insurance protection for the Engineer for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Engineer.

When transferring data in electronic media format, Engineer makes no representation as

to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Engineer shall retain sole ownership to its pre-existing computer programs and software.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Engineer shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager of his designee.

B. The Engineer agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Engineer, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Engineer of liability for delays or other damages as provided by law.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Engineer which delay the project schedule completion date, the City shall grant to the Engineer in writing an extension of time equal to such delays.

D. The Engineer shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Engineer, however, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City.

14. STANDARDS OF CONDUCT:

A. The Engineer covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Engineer agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Engineer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: The Engineer shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

16. ASSIGNABILITY: The Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Engineer from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. INDEPENDENT CONTRACTOR: The Engineer is and shall remain an independent contractor and not an employee of the City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Except as provided in section 2.C. of this Agreement, exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

20. ATTORNEY'S FEES: If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any

provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Engineer acknowledges that the process of engineering and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, engineers, and counsel assisting and advising the city, as well as direction from the City Manager and City Engineer, and agrees in all things to cooperate with the City and all its consultants as needed.

23. MEDIATION: City and Engineer agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the contract term and following completion of the contract if the Engineer does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.

SIGNATURES ON FOLLOWING PAGE

PCB / HMM
General Utilities Engineering MSA
Page 12 of 13

CONSENT
AGENDA ITEM #

3

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**THE CITY OF PANAMA CITY BEACH,
FLORIDA,**
a municipal corporation

By: _____
Mario Gisbert, City Manager

ATTEST:

Jo Smith, City Clerk

MOTT MACDONALD FLORIDA, LLC

By: _____
Billy Perry
Its: Senior Vice President

WITNESS
PRINT NAME: _____

WITNESS
PRINT NAME: _____



EXHIBIT A

Hourly Rate Schedule

CONSENT

AGENDA ITEM #

2

MOTT MACDONALD
2018 HOURLY RATE SCHEDULE

<u>Billing Title</u>	<u>Per Hour*</u>
Principal	\$ 250.00
Principal Project Manager/Principal Architect/Principal Engineer/Principal Landscape Architect	\$ 225.00
Senior Project Manager	\$ 185.00
Senior Project Engineer	\$ 175.00
Senior Project Architect	\$ 175.00
Project Manager	\$ 135.00
Project Engineer	\$ 130.00
Project Architect	\$ 130.00
Engineer IV/ Architect IV	\$ 125.00
Engineer III/ Architect III	\$ 105.00
Engineer II/ Architect II	\$ 95.00
Engineer I/ Architect I	\$ 90.00
Senior Specialist	\$ 140.00
Specialist V	\$ 115.00
Specialist IV	\$ 95.00
Specialist III	\$ 90.00
Specialist II	\$ 65.00
Specialist I	\$ 60.00
Planner I	\$ 80.00
Senior Designer	\$ 145.00
Designer V	\$ 120.00
Designer IV	\$ 110.00
Designer III	\$ 85.00
Senior Inspector	\$ 90.00
Inspector IV	\$ 85.00
Inspector III	\$ 70.00
Inspector II	\$ 65.00
Inspector I	\$ 55.00
Technician II	\$ 60.00
Technician I	\$ 50.00
Clerk I	\$ 30.00
Senior Surveyor	\$ 145.00
Surveyor V	\$ 110.00
Surveyor IV	\$ 100.00
Surveyor III	\$ 70.00
Surveyor II	\$ 50.00
Surveyor I	\$ 45.00
Administrative Assistant IV	\$ 75.00
Administrative Assistant III	\$ 65.00
Administrative Assistant I & II	\$ 55.00
1-Person with robotic equipment	\$ 95.00
2-Person Survey Crew	\$ 130.00
3-Person Survey Crew	\$ 170.00
4-Person Survey Crew	\$ 215.00

Notes

- * Hourly rates for special consultations and services in conjunction with litigation are available upon request.
- * Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel (those paid hourly not salaried) and overtime shall only apply if specifically authorized in a task order.
- * Rates for additional personnel can be provided upon request.

EXPENSES

Mileage @ IRS Rate
 All other Direct Cost (as indicated in the Master Services Agreement)

CONSENT
 AGENDA ITEM # 3

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND MOTT MACDONALD FLORIDA, LLC RELATING TO GENERAL UTILITY ENGINEERING SERVICES dated _____, 2018, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

Engineer's total compensation shall be (check one):

- _____ a stipulated sum of \$ _____; or
- _____ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
 - Allowance of \$ _____ for _____, and
 - Allowance of \$ _____ for _____; or
- _____ a fee determined on a time-involved basis with a maximum cost of \$ _____;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 20____, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 20____. Liquidated delay damages, if any, are set at the rate of \$ _____ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

MOTT MACDONALD FLORIDA, LLC

By: _____ Date: _____
Its:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

City Clerk

By: _____ Date: _____
City Manager

CONSENT

AGENDA ITEM # _____

3

CONSENT ITEM

4



~Proclamation~

A PROCLAMATION DESIGNATING SEPTEMBER 7-9, 2018
AS
"NATIONAL DAYS OF PRAYER AND REMEMBRANCE"
AND SEPTEMBER 11, 2018
AS
"PATRIOT DAY"
IN PANAMA CITY BEACH

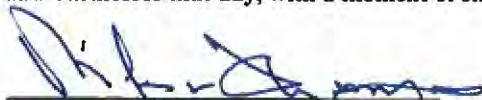
WHEREAS, Americans will always remember the terrible events and violent cruelty of September 11, 2001. We will always honor the many innocent lives that were lost and never forget the heroism of the passengers, first responders, and others on that day. During this year's National Days of Prayer and Remembrance,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

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


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

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


NOW, THEREFORE, the City Council of the City of Panama City Beach calls upon all citizens of Panama City Beach to observe September 7-9, 2018 as "National Days of Prayer and Remembrance" and September 11, 2018 as "Patriot Day" and asks that the citizens and places of worship mark these days with memorial services and other appropriate ceremonies. The Council calls upon all citizens to observe Patriot Day by displaying the flag at half-staff from their homes and businesses that day, with a moment of silence at 7:46 A.M.



Mayor Mike Thomas




Councilman Paul Casto
Ward 1




Councilman Geoff
McConnell
Ward 3





Vice-Mayor Phil Chester
Ward 2



Councilman Hector Solis
Ward 4

CONSENT
AGENDA ITEM # 4

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION/MARIO GISBERT

2. MEETING DATE:

AUGUST 23, 2018

3. REQUESTED MOTION/ACTION:

OPEN A PUBLIC HEARING AND CONSIDER SECOND 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)

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.

THE CITY APPROVED FIRST READING OF THIS ORDINANCE ON AUGUST 9, 2018 DURING A PUBLIC HEARING. NOTICE OF THE AUGUST 23 PUBLIC HEARING WAS PROPERLY AND TIMELY ADVERTISED.

STAFF RECOMMENDS APPROVAL. IF COUNCIL APPROVES SECOND READING THIS ORDINANCE WILL BE ADOPTED AND HAVE AN IMMEDIATE EFFECTIVE DATE.

ORDINANCE 1470

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE ACCEPTANCE 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 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.

Ord. 1470
Page 3 of 4

AGENDA ITEM # _____

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

REGULAR ITEM

2

September 2018

September 2018

Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018

Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6
14	8	9	10	11	12	13
21	15	16	17	18	19	20
28	22	23	24	25	26	27
	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 26	27	28	29	30	31	Sep 1
2	3	4	5 12:00pm 12PM-4PM- Civil Svc Board	6	7 3:00pm Parks & Rec Board (Council Chambers)	8
9	10 2:00pm - Planning Board Meeting	11 9:00am - TDC Meeting	12 11:00am Employee Meeting - Council Room	13 6:00pm Council Meeting	14	15
16	17 3:00pm 3PM- Examining Board	18	19	20	21	22
23	24	25 12:00pm 12PM Noon - 1PM CSB Workshop	26	27 9:00am City Council Meeting (Council Chambers) - Council Room	28	29
30	Oct 1	2	3	4	5	6

AGENDA ITEM #

October 2018

October 2018							November 2018						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	8	9	10
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 30	Oct 1	2	3 12PM-4PM- Civil Svc Board Meeting (Council Chambers)	4	5 3:00pm Parks & Rec Board Meeting (Council Chambers)	6
7	8 2:00pm - Planning Board Meeting (Council Chambers) - Council Room	9 9:00am 9AM- TDC Meeting	10	11 6:00pm Council Meeting	12	13
14	15 3:00pm 3PM- Examining Board	16	17	18	19	20
21	22	23 12:00pm 12PM Noon - 1PM CSB Workshop	24	25 9:00am City Council Meeting (Council Chambers) - Council Room	26	27
28	29	30	31	Nov 1	2	3

AGENDA ITEM #

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration

2. MEETING DATE:

August 23, 2018

3. REQUESTED MOTION/ACTION:

Consider first reading of Ordinance 1471 amending the City's Parks and Recreation Board

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 August 9, 2018, meeting the City Council discussed requiring one member of the City's Parks and Recreation Board consist of an employee of the Panama City Beach Convention and Visitors Bureau ("the CVB") based upon the CVB's close connection with and expertise in the use of the City's parks and recreational facilities.

Ordinance 1471 requires that one member of the Parks and Recreation Board be a current employee of the CVB. The Ordinance also sets the effective date of all membership terms and renewals for August 9.

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

ORDINANCE NO. 1471

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES RELATED TO MEMBERS OF THE CITY'S PARKS AND RECREATION BOARD; REQUIRING THAT ONE MEMBER OF THE BOARD BE AN EMPLOYEE OF THE PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU AND SETTING AN EFFECTIVE DATE FOR ALL MEMBERSHIP TERMS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 2 of the Code of Ordinances of the City of Panama City Beach, related to the Parks and Recreation Board is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 2-216. - Members.

(a) The City of Panama City Beach Parks and Recreation Board (the "Board") shall consist of five (5) volunteer members who are interested in providing good artistic, cultural, and recreational services and represent all levels of society;

(b) Members of the Board shall be appointed by the City Council for a term of two years, except that in the appointment of the first Parks and Recreation Board pursuant to this Ordinance, the first three (3) members appointed and approved by the City Council shall be appointed for terms of three (3) years each, the second two (2) members shall be appointed for terms of two (2) years each. **Terms shall expire and new appointments shall be effective on August 9, provided that all members shall serve until their successors are duly qualified and appointed.**

- (c) Members shall serve until their successors are duly qualified and appointed.
- (d) Members of the Board shall be residents and qualified electors of the City.

(e) Members of the Board may be reappointed without limitation.

(f) An appointment to fill a vacancy for a non-expired term on the Board shall be for the remainder of the unexpired term of office.

(g) One member of the Board shall be an employee of the Panama City Beach Convention and Visitors Bureau.

(Ord. No. 500, § 3, 7-25-96)

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. 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.

2

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Administration- Mario Gisbert

2. MEETING DATE:

August 23, 2018

3. REQUESTED MOTION/ACTION:

Approve the new job descriptions for a Boom Truck Operators I and II.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

This request is to approve new job descriptions for Boom Truck Operators I and II.

Currently City staff operating boom trucks for yard debris removal within the Street Department are classified as Street Maintenance Workers or Trainee. This is a more specialized job with specific job requirements related to it. Staff would like to reflect the actual work and requirements for these positions and therefore created two new positions and corresponding job descriptions.

Staff requests approval of Boom Truck Operator I and II job descriptions. (Please see attached descriptions)

**CITY OF PANAMA CITY BEACH
Job Description**

JOB TITLE: Boom Truck Operator I

SALARY RANGE: \$12.69- \$20.31/hr
SHIFT: Days
LOCATION: 200 N Gulf Blvd
REPORTS TO: Street Superintendent
PREPARED BY: City Engineer
APPROVED BY: City Council

PAY GRADE: 25
DIVISION: Street
DEPT: Public Works
FSLA STATUS: Non-Exempt
POSITION: Permanent Full-Time
DATE:

SUMMARY:

This position is responsible for skilled manual work in the upkeep and maintenance of the streets in the City of Panama City Beach. Work is performed under the primary supervision and direction of the Street Department Superintendent, with secondary supervision and direction being under the Director of Public Works.

This is an essential position that requires performance of emergency duties and action to prepare, repair, and recover the City before, during, and after any adverse storm events (hurricane, tornado, ice storm, etc.) or other conditions (natural or man-made).

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Primary:

Operate City yard debris Boom Truck.

Picks up and removes yard debris from residential lots within community on designated route.

Removes various roadside garbage from route and other areas as directed.

Adheres to safety guidelines for safe yard debris pickup.

Makes routine stops to unload Boom Truck at Landfill.

Removes debris to help assist other departments within the City as directed.

Must have Class B CDL with air brakes issued by the State of Florida – driving record must be acceptable to the City insurance program.

Operates commercial vehicles (Non-combination Class B vehicles up to 64,500).

Knowledge of both traffic and safety rules. Knowledge of the practices and techniques applied to the safe operation of heavy equipment.

Ability to establish and maintain effective working relationships with employees and the public.

Secondary:

In addition to the essential duties and responsibilities, other tasks may be assigned:

Clears, cuts, edges grass, and weeds with hand tools and power operated machines (bush-hogging) within City right-of-ways; gives general care to lawns and grounds; removes dirt, rubbish, weeds, leaves, and other refuse from grounds.

Picks up trash and garbage spills on roadways, public parks, etc.

Performs asphalt and concrete patch work on roadways.

Perform skilled tasks of one or more of the skilled trades; or on a regular basis, may assist higher level maintenance workers.

Perform the general care to lawns and grounds; removes dirt, rubbish, weeds, leaves and other refuse from grounds.

Clears ditches with bush cutter, digs ditches and shovels, builds retaining walls, places sandbags, and performs related work in trenches.

Performs services, lubricates, and makes minor inspections and corrections on vehicles – in a shop or in the field.

Unloads City vehicles.

Must be skilled in the operation of heavy equipment.

Clears ditches with bush cutter, digs ditches and shovels, builds retaining walls, places sandbags, and performs related task.

Plants trees, shrubs and flowers.

Performs general maintenance along streets, street-sides and roads.

Operates light construction equipment; sets up and operates pumps, compressors and generators.

May be required to operate various automotive vehicles, trucks or tractors.

Performs related work as required.

SUPERVISORY RESPONSIBILITIES:

None

COMPETENCIES:

To perform the job successfully, an individual should demonstrate the following competencies:

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; educate others on the value of diversity; promotes a harassment-free environment; Builds a diverse work force.

Ethics - Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals. Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily; must have a working knowledge of tools, methods, and materials in general maintenance work; ability to recognize safety hazards in the work involved and

take precautionary methods to protect self and others; must be dependable; must be able to complete task with assigned equipment with minimal supervision. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and EXPERIENCE: Must have a standard high school diploma/GED; must have at least two (2) years of experience in Streets/Roads Department environment, or have any equivalent combination of experience and training which provides the required knowledge, skills and abilities; must have at least one (1) year experience in the operation of heavy equipment; must have experience in performing heavy manual labor, must have completed Heavy Equipment training courses as well as a Road Safety Training (MOT) Course or approved equivalent courses. Have a valid Class B CDL License (with air brakes).

LANGUAGE SKILLS:

Ability to learn the materials, methods and practices used in maintenance operations; ability to learn the operation and care of all equipment used in the performance of this job; ability to understand and follow oral and/or written instructions; ability to understand and willingness to learn new and more modern maintenance procedures; ability to work harmoniously with fellow workers and others.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY:

Ability to solve practical problems and deal with variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER REQUIREMENTS:

Must be in excellent physical condition and have an ability to perform routine manual labor, including the lifting of heavy articles, for long periods of time; must be able to keep records and make reports; must be able to work 10 hour shifts, on call 24 hours and seven days a week when required; must have technical skills in all areas of labor; must have the ability to train others; must have experience in performing heavy manual labor. Applicants will be administered the general competency Civil Service examination.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by

an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stoop, kneel, crouch or crawl, climb or balance. The employee frequently is required to sit, reach with hands and arms, and talk or hear, walk and stand, and use hands to finger, handle, or feel objects, tools, or controls.

The employee must frequently lift and move up to 10 pounds and occasionally lift and move up to 100 pounds. Specific vision abilities required by this job include close vision, color vision, peripheral vision, and depth perception, ability to adjust focus, and distance vision.

Some specific job duties that require one or more of the physical demands mentioned above are driving tractors, dump trucks, knuckle boom truck, ATV's, using weed-eaters, bush-hogging, chainsaws, tree trimmers, unloading trucks, etc.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works near moving mechanical parts, works in high, precarious places, sometimes in inclement weather and is exposed to fumes and airborne particles and vibration. The noise level in the work environment is usually loud.

I hereby acknowledge receipt of the job description and certify that I meet the qualification requirements stated herein and I am able to perform the essential duties and responsibilities of this position. I acknowledge that in addition to the duties outlined above I may be required to perform additional duties.

Signature

Date

**CITY OF PANAMA CITY BEACH
Job Description**

JOB TITLE: Boom Truck Operator II

SALARY RANGE: \$13.99-\$23.09
SHIFT: Days
LOCATION: 200 N Gulf Blvd
REPORTS TO: Street Superintendent
PREPARED BY: City Engineer
APPROVED BY: City Council

PAY GRADE: 27
DIVISION: Street
DEPT: Public Works
FSLA STATUS: Non-Exempt
POSITION: Permanent Full-Time
DATE:

SUMMARY:

This position is responsible for skilled manual work in the upkeep and maintenance of the streets in the City of Panama City Beach. Work is performed under the primary supervision and direction of the Street Department Superintendent, with secondary supervision and direction being under the Director of Public Works.

This is an essential position that requires performance of emergency duties and action to prepare, repair, and recover the City before, during, and after any adverse storm events (hurricane, tornado, ice storm, etc.) or other conditions (natural or man-made).

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Primary:

Operate City yard debris Boom Truck.

Picks up and removes yard debris from residential lots within community on designated route.

Removes various roadside garbage from route and other areas as directed.

Adheres to safety guidelines for safe yard debris pickup.

Makes routine stops to unload Boom Truck at Landfill.

Removes debris to help assist other departments within the City as directed.

Must have Class B CDL with air brakes issued by the State of Florida – driving record must be acceptable to the City insurance program.

Operates commercial vehicles (Non-combination Class B vehicles up to 64,500).

Knowledge of both traffic and safety rules. Knowledge of the practices and techniques applied to the safe operation of heavy equipment.

Ability to establish and maintain effective working relationships with employees and the public.

Secondary:

In addition to the essential duties and responsibilities, other tasks may be assigned:

Clears, cuts, edges grass, and weeds with hand tools and power operated machines (bush-hogging) within City right-of-ways; gives general care to lawns and grounds; removes dirt, rubbish, weeds, leaves, and other refuse from grounds.

Picks up trash and garbage spills on roadways, public parks, etc.

Performs asphalt and concrete patch work on roadways.

Perform skilled tasks of one or more of the skilled trades; or on a regular basis, may assist higher level maintenance workers.

Perform the general care to lawns and grounds; removes dirt, rubbish, weeds, leaves and other refuse from grounds.

Clears ditches with bush cutter, digs ditches and shovels, builds retaining walls, places sandbags, and performs related work in trenches.

Performs services, lubricates, and makes minor inspections and corrections on vehicles – in a shop or in the field.

Unloads City vehicles.

Must be skilled in the operation of heavy equipment.

Clears ditches with bush cutter, digs ditches and shovels, builds retaining walls, places sandbags, and performs related task.

Plants trees, shrubs and flowers.

Performs general maintenance along streets, street-sides and roads.

Operates light construction equipment; sets up and operates pumps, compressors and generators.

May be required to operate various automotive vehicles, trucks or tractors.

Performs related work as required.

SUPERVISORY RESPONSIBILITIES:

May supervise lower ranking staff of the Street Department with approval of the Street Department Superintendent.

COMPETENCIES:

To perform the job successfully, an individual should demonstrate the following competencies:

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; educate others on the value of diversity; promotes a harassment-free environment; Builds a diverse work force.

Ethics - Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures; Completes administrative tasks correctly and on time; supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals. Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily; must have a working knowledge of tools, methods, and materials in general maintenance work; ability to recognize safety hazards in the work involved and

take precautionary methods to protect self and others; must be dependable; must be able to complete task with assigned equipment with minimal supervision. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and EXPERIENCE:

Must have completed high school/GED, .Must have at least four (4) years of experience in Streets/Roads Department environment and experience and training which provides the required knowledge, skills and abilities; must have at least three (3) years of experience in the operation of heavy equipment and Knuckle Boom Trucks, and completed Roadside MOT training and Heavy equipment FDOT training or approved equivalent. Have a valid Class B CDL License (with air brakes).

LANGUAGE SKILLS:

Ability to learn the materials, methods and practices used in maintenance operations; ability to learn the operation and care of all equipment used in the performance of this job; ability to understand and follow oral and/or written instructions; ability to understand and willingness to learn new and more modern maintenance procedures; ability to work harmoniously with fellow workers and others.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY:

Ability to solve practical problems and deal with variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER REQUIREMENTS:

Must be in excellent physical condition and have an ability to perform routine manual labor, including the lifting of heavy articles, for long periods of time; must be able to keep records and make reports; must be able to work 10 hour shifts, on call 24 hours and seven days a week when required; must have technical skills in all areas of labor; must have the ability to train others; must have experience in performing heavy manual labor. Applicants will be administered the general competency Civil Service examination.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by

an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stoop, kneel, crouch or crawl, climb or balance. The employee frequently is required to sit, reach with hands and arms, and talk or hear, walk and stand, and use hands to finger, handle, or feel objects, tools, or controls.

The employee must frequently lift and move up to 10 pounds and occasionally lift and move up to 100 pounds. Specific vision abilities required by this job include close vision, color vision, peripheral vision, and depth perception, ability to adjust focus, and distance vision.

Some specific job duties that require one or more of the physical demands mentioned above are driving tractors, dump trucks, knuckle boom truck, ATV's, using weed-eaters, bush-hogging, chainsaws, tree trimmers, unloading trucks, etc.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works near moving mechanical parts, works in high, precarious places, sometimes in inclement weather and is exposed to fumes and airborne particles and vibration. The noise level in the work environment is usually loud.

I hereby acknowledge receipt of the job description and certify that I meet the qualification requirements stated herein and I am able to perform the essential duties and responsibilities of this position. I acknowledge that in addition to the duties outlined above I may be required to perform additional duties.

Signature

Date

REGULAR ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA/LEGAL

2. MEETING DATE:

AUGUST 23, 2018

3. REQUESTED MOTION/ACTION:

APPROVE OFFER AMOUNTS OF TWO PROPERTIES TO BE ACQUIRED FOR RIGHT OF WAYS FOR FRONT BEACH ROAD SEGMENT 3/HWY 79 PROJECT.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Staff has identified two properties that the City will need to acquire to implement the design and construction of Front Beach Segment 3. Staff has acquired appraisals of the property, and would like to make offers to the property owners to acquire the land.

Staff recommends approval of the following offers, which are based on an appraisal performed for the City by Chandler & Associates, which appraisal has been reviewed and confirmed by a second appraiser, Mike Rogers. The offer has been calculated pursuant to the City approved incentive schedule based on the appraised value, except as otherwise noted.

Parcel 33321-000-000, located at 16726 Front Beach Road:

Sherry Shockley, fee owner: \$609,500. This offer includes an additional \$4,000 to reimburse the owner for an appraisal he obtained.

Pizza Hut Store #2050, tenant: \$106,958.25.

Lamar Advertising Signs owns a billboard on this parcel, for which an offer will be brought back to you at a later time for approval.

Parcel 32779-000-000, located at 17140 Front Beach Road (formerly the site of Panama Pizzeria):

Tote Holdings, LLC, fee owner: \$440,000.

RESOLUTION 18-133

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AMOUNTS TO BE OFFERED TO CERTAIN PROPERTY OWNERS ALONG FRONT BEACH ROAD FOR THE PURCHASE OF LAND NEEDED FOR THE FRONT BEACH ROAD SEGMENT 3 RIGHT-OF-WAY PROJECT.

WHEREAS, the City has undertaken efforts to enhance the Front Beach Road Segment 3 corridor in furtherance of the Front Beach Road Community Redevelopment Project (the "Project") and has authorized the acquisition of land to support improvements to that corridor, and has accordingly encumbered funds necessary to undertake such acquisition, as part of the City's Near Term Work Plan adopted in Resolution 18-128; and

WHEREAS, the City identified 2 tracts of land, located at 16726 and 17140 Front Beach Road, comprised of Parcels 33321-000-000 and 32779-000-000, respectively, as necessary and appropriate for the redesign of the road and placement of drainage facilities required to support the proposed enhancement of that Front Beach Road corridor and its intersection with Highway 79; and

WHEREAS, City desires to engage the property owners to willingly sell its land to the City for these drainage and right-of-way purposes, to avoid if possible the necessity of exercising the City's eminent domain authority to accomplish the contemplated land acquisition; and

WHEREAS, the City has obtained an appraisal for the property; and

WHEREAS, the City has approved a standard incentive schedule for calculating appropriate offers to landowners whose land the City seeks to acquire for right-of-way purposes in Resolution 06-02.

NOW THEREFORE BE IT RESOLVED by the City Council that:

1. For the purposes aforesaid, it is necessary, practical, and in the best interest of the public and the CITY that the property required for the enhancement of Front Beach Road that Parcels 33321-000-000

and 32779-000-000, be acquired in fee simple in the name of the CITY.

2. The appropriate officers of the City are hereby authorized and directed to deliver an offer to purchase Parcel 33321-000-000, for Six Hundred Nine Thousand Five Hundred Dollars (\$609,500) pursuant to the City's approved incentive schedule, to Sherry Shockley as apparent owner of record of that property.
3. The appropriate officers of the City are hereby authorized and directed to deliver an offer to purchase the remaining leasehold interest held by Pizza Hut Store #2050 on Parcel 33321-000-000, for One Hundred Six Thousand Nine Hundred Fifty Eight Dollars and Twenty-Five Cents (\$106,958.25) pursuant to the City's approved incentive schedule, to Pizza Hut Store #2050, as apparent holder of that leasehold interest.
4. The appropriate officers of the City are hereby authorized and directed to deliver an offer to purchase Parcel 32779-000-000, for Four Hundred Forty Thousand Dollars (\$440,000) pursuant to the City's approved incentive schedule, to TOTE Holdings, LLC, as apparent owner of record of that property.
5. The appropriate officers of the City are hereby authorized to take such actions as are necessary to effect the conveyance and execution of these offers.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON PASSAGE.

PASSED THIS _____ DAY OF _____, 2018.

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

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RESOLUTION 06-02

A RESOLUTION OF THE CITY COUNCIL FOR PANAMA CITY BEACH, FLORIDA, ADOPTING AN INCENTIVE SCHEDULE FOR LAND ACQUISITIONS SOUGHT IN ASSOCIATION WITH EXPANSION AND ENHANCEMENT OF RIGHT-OF-WAYS IN FURTHERANCE OF THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PROJECT.

WHEREAS, the City has undertaken the acquisition of land to effect improvements which will support and enhance various transportation corridors within the City in furtherance of the Front Beach Road Community Redevelopment Project (the "Project"); and

WHEREAS, the City would like to engage property owners to willingly sell their land to the City for these purposes, and avoid the necessity of exercising the City's eminent domain authority to accomplish the contemplated land acquisition; and

WHEREAS, the City finds and determines that to achieve this goal it is appropriate to create an incentive for property owners to sell their property to the City, by adding a monetary incentive to the fair market value of land it seeks to acquire; and

WHEREAS, the City anticipates that such incentive will ultimately result in time and costs savings for the City in each instance especially when the incentivized offer is accepted by the property owner; and

WHEREAS, the City desires to standardize its incentive program to be applied to acquisition of those lands that may be identified as necessary to support the right of way enhancement goals of the Project.

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

The City may offer monetary incentives to encourage property owners to sell desired land to the City, pursuant to the following guidelines:

Appraisal is		Incentive	Of Amount Over
Over	But Not Over		
\$0	\$1,000	\$1,000	
\$1,000	\$2,500	\$1,000 + 83.3%	\$1,000
\$2,500	\$5,000	\$2,250 + 70%	\$2,500
\$5,000	\$7,500	\$4,000 + 50%	\$5,000
\$7,500	\$10,000	\$5,250 + 45%	\$7,500
\$10,000	\$20,000	\$6,375 + 40%	\$10,000
\$20,000	\$30,000	\$10,375 + 35%	\$20,000
\$30,000	\$100,000	\$13,875 + 32.5%	\$30,000
\$100,000	\$311,250	\$36,625 + 30%	\$100,000
\$311,250		\$100,000	

PROVIDED, however, that the City Manager shall be authorized to modify or withhold the application of this incentive where necessary to preserve and protect the best interests of the City.


THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON PASSAGE.

PASSED IN REGULAR SESSION THIS 9TH DAY OF FEBRUARY, 2006.

CITY OF PANAMA CITY BEACH

By 
LEE SULLIVAN, MAYOR

ATTEST:


HOLLY J WHITE, CITY CLERK