



City of
Panama City Beach

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PCB, FL. 32413
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F: (850) 233-5108
www.pcbgov.com

CITY COUNCIL
Regular Meeting Agenda
January 28, 2021
9:00 AM

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.

A. CALL TO ORDER

1. **ROLL CALL.**
2. **INVOCATION BY PASTOR WAYNE FROM DESTINY WORSHIP CENTER.**
3. **PLEDGE OF ALLEGIANCE LED BY COUNCILMAN MICHAEL JARMAN.**
4. **COMMUNITY ANNOUNCEMENTS.**
5. **APPROVAL OF THE OCTOBER 22, 2020 REGULAR MEETING MINUTES.**
6. **APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.**
7. **PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS. (LIMITED TO 3 MINUTES)**

B. PRESENTATIONS

- **Employee Anniversaries / Plaque Presentations.**

C. CONSENT AGENDA

1. **RESOLUTION 21-80, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HMX PRODUCTIONS, LLC FOR AUDIO AND VISUAL SERVICES FOR SUMMER CONCERT SERIES AUDIO/VISUAL PRODUCTION IN THE TOTAL AMOUNT OF \$25,000.**
2. **RESOLUTION 21-81, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF 6 FLEET VEHICLES FOR THE WATER AND WASTEWATER UTILITIES DEPARTMENT IN THE TOTAL AMOUNT OF \$219,110.**
3. **RESOLUTION 21-82, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A FEE IN THE AMOUNT OF \$1.99 FOR BUSINESS TAX PAYMENTS MADE BY ACH OR E-CHECK.**
4. **POLICE DEPARTMENT RECLASSIFICATION OF RANK.**
5. **APPROVAL OF ALL JOB DESCRIPTIONS.**

D. REGULAR AGENDA – DISCUSSION / ACTION

1. TO RESOLUTION 21-71, RENAMING BAY PARKWAY IN MAYOR PHILIP GRIFFITTS HONOR.
 - 2.* ML ORDINANCE 1543, CAPITAL IMPROVEMENT NOTICE – SECOND READING AND ADOPTION.
 3. LP RESOLUTION 21-83, OMNIBUS UPDATE TO PERSONNEL POLICIES, EFFECTIVE JANUARY 1, 2021.
 4. MS RESOLUTION 21-84, REVENUE CERTIFICATE ACCEPTING CERTAIN SEWER FACILITIES.
 5. MS RESOLUTION 21-85, A&E PROFESSIONAL SERVICES AGREEMENT.
 6. MS RESOLUTION 21-86, PURCHASE OF REPLACEMENT FILTER PANELS AND AUTHORIZING A BUDGET AMENDMENT.
 7. MS DISCUSSION ITEM - UTILITIES PRESENTATION.
 8. DISCUSSION ITEM – COUNCIL APPOINTMENT TO THE ESTUARY PROGRAM POLICY BOARD FOR ST. ANDREW AND ST. JOSEPH BAYS.
- E. CITY MANAGER REPORT.
- F. CITY ATTORNEY REPORT.
- G. COUNCIL COMMENTS.
- H. 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
MICHAEL JARMAN	X
MARK SHELDON	X

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

Lynne Fasoce 01/22/21
City Clerk Date

PAUL CASTO	X
PHIL CHESTER	X
GEOFF MCCONNELL	X
MICHAEL JARMAN	X
MARK SHELDON	X

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

Lynne Fasoce 01/22/21
City Clerk Date

E-mailed to interested parties and posted on the website by close of business on 01/22/2021.

COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBFL.GOV/.

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

NOTE: ONE OF MORE MEMBERS OF OTHER CITY BOARDS MAY APPEAR AND SPEAK AT THIS MEETING.

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).

COMMUNITY ANNOUNCEMENTS

Community Announcements

for January 28, 2021 Council Meeting

<u>Date/Time</u>	<u>Event</u>	<u>Location</u>
February 3	Civil Service Meeting	City Hall
February 6-8	AUU Gulf Coast Baseball Tournament	Frank Brown Park
February 10	Planning Board Meeting	City Hall
February 11	City Council Meeting	City Hall

APPROVAL OF MINUTES

MINUTES of 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 October 22, 2020.

Mayor Sheldon called the meeting to order at 9:00 AM.

ROLL CALL

MAYOR MARK SHELDON
VICE MAYOR GEOFF MCCONNELL
PAUL CASTO
PHIL CHESTER
MICHAEL JARMAN

Others present were City Manager Tony O'Rourke, City Attorneys Amy Myers and Cole Davis, City Clerk Lynne Fasone, Directors and members of the public and press.

Reverend Mary Alice Mathison from Grace Episcopal Church gave the invocation. Vice Mayor McConnell led the Pledge of Allegiance.

Mayor Sheldon provided community announcements. Mayor Sheldon called for approval of the August 28, 2020 special meeting minutes. Councilman Jarman so moved. Councilman Chester seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

Mayor Sheldon called for additions and/or deletions to the agenda. Vice Mayor McConnell recommended that **Item 3** be removed from the agenda and placed on Council's next meeting agenda. Vice Mayor McConnell moved to approve the agenda, as amended. Councilman Jarman seconded the motion. Hearing and seeing no further discussion, all were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

Mayor Sheldon opened the floor for non-agenda public comments.

Burnie Thompson – Mr. Thompson commented on masks. Mr. Thompson made a spoken records requests for documents pertaining to the FBI subpoena that had been received by the City. Mr. Thompson inquired if Doug Moore was Vice Mayor McConnell’s attorney.

Capitan Gary Beck – Mr. Beck expressed concern with the County government taking property after Hurricane Michael. Mr. Beck expressed concern with human trafficking.

Frank Sewell – Mr. Sewell asked Council to light the underneath of the skyways on Front Beach Road. Mr. Sewell commented on wearing masks.

Mayor Sheldon closed public comments at 9:13 AM.

PRESENTATIONS

Mayor Sheldon invited the following Veterans to step forward and receive a Proclamation in honor of their service.

Mary Lemburg, Post Commander
Anna Miner, Post Quartermaster
Robert Lemburg, Post Chaplain
Ken Waringa, House Committee Chair
Don Adsit, Trustee

Vice Mayor McConnell, Councilman Casto and Director Philput presented the following employees with service recognition awards:

5 Years of Service

Lori Davis - PD
Robert Zagula – Parks & Rec
Mark Shaeffer - Utilities
Derrick Schull - Utilities
Jose Salcido - PD
JJ Roberts - PD

20 Years of Service

Suzanne Canady - Parks & Rec

CONSENT AGENDA

RESOLUTION 21-12 A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PROLOGIC ITS, LLC AND GETAC VIDEO SOLUTIONS, LLC FOR THE PURCHASE OF FOUR BODY CAMERAS AND ASSOCIATED SOFTWARE SERVICES IN THE AMOUNT OF \$16,125.70.

RESOLUTION 21-14, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ARCHIVE SOCIAL, INC. FOR ARCHIVING OF THE CITY’S SOCIAL MEDIA RECORDS IN THE BASIC ANNUAL AMOUNT OF \$2,338.

RESOLUTION 21-15, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH AVIXUM, INC., D/B/A VTECH IO, INC., FOR THE PURCHASE OF 3 RACK MOUNTABLE IU-2U SERVERS WITH STORAGE EQUIPMENT, AND LICENSES IN THE TOTAL AMOUNT OF \$56,108.33.

RESOLUTION 21-16, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., FOR THE PURCHASE OF GIS DATABASE AND SOFTWARE MAINTENANCE SUPPORT IN THE TOTAL AMOUNT OF \$82,500.

RESOLUTION 21-17, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$1,695.20 TO BE LIENED ON PROPERTY LOCATED AT 120 NORTH VESTAVIA STREET, FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

Mayor Sheldon asked the Clerk to read the consent agenda. Mayor Sheldon announced the consent agenda was available. Councilman Chester moved to approve the consent agenda. Councilman Casto seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

REGULAR AGENDA- DISCUSSION/ACTION

ITEM 1. ORDINANCE 1540, DOUBLE RED FLAG REVISION, 2nd READING/PUBLIC HEARING AND ADOPTION.

Mayor Sheldon announced that this was the second reading and public hearing of Ordinance 1540. Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Ordinance 1540 by title only. Mayor Sheldon opened the public hearing and called for comments. Hearing and seeing none, Mayor Sheldon closed the public hearing. Mayor Sheldon noted this item was available for discussion. Councilman Chester moved to approve Ordinance 1540. Councilman Jarman seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye

Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 2. ORDINANCE 1541, FALSE ALARMS, 1st READING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Ordinance 1541 by title only. Mayor Sheldon opened Item 2 up for public comment. Hearing and seeing none, Mayor Sheldon closed the public comment. City Manager O'Rourke introduced City Attorney Cole Davis. Mr. Davis reported the City had been working on this item for some time, shortly after Councilman Jarman became elected. Mr. Davis reported on the number of police and fire alarms. Mr. Davis added they researched best practices and came up with three different categories. Mr. Davis described the basic structure of the ordinance and noted that the fines would be set by Resolution and brought to Council. Mayor Sheldon thanked Councilman Jarman and noted he was in favor of stiffer fines because false alarms put City employees in harm's way. Councilman Chester concurred. Mayor Sheldon called for further comments. Hearing and seeing none, Councilman Jarman moved to approve Ordinance 1541. Councilman Chester seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 3. RESOLUTION 21-18, BUDGET AMENDMENT - SALARY AND CLASSIFICATION STUDY.
REMOVED FROM THE AGENDA.

ITEM 4. RESOLUTION 21-19, BUDGET AMENDMENT – GRANT AWARD FOR PD UTV's.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-19 by title only. Mayor Sheldon opened Item 4 up for public comment. Hearing and seeing none, Mayor Sheldon closed the public comment. Mayor Sheldon noted this item was available for discussion. Hearing and seeing none, Councilman Casto moved to approve Resolution 21-19. Councilman Chester seconded the motion. Councilman Jarman thanked the Police Department for seeking grant funding. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 5. RESOLUTION 21-20, BUDGET AMENDMENT - GRANT AWARD FOR PD CORONAVIRUS SUPPLEMENTAL FUNDING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-20 by title only. Mayor Sheldon opened Item 5 up for public comment. Hearing and seeing none, Mayor Sheldon closed the public comment. Mayor Sheldon noted this item was available. Vice Mayor McConnell moved to approve Resolution 21-20. Councilman Jarman seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 6. RESOLUTION 21-21, BUDGET AMENDMENT - GRANT AWARD FOR PD BICYCLE PEDESTRIAN FOCUSED INITIATIVE.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-21 by title only. Mayor Sheldon opened Item 6 up for public comment. Hearing and seeing none, Mayor Sheldon closed the public comment. Mayor Sheldon noted this item was available. Vice Mayor McConnell called on everyone in a vehicle to be polite, take care when driving, and asked pedestrians and bicyclists be aware. Councilman Jarman asked Chief Whitman to talk about the grant. Chief Whitman thanked his staff, especially Captain McClanahan for seeking and writing the grants. Chief explained this was a FDOT grant that would be used on bicycle and pedestrian safety. Chief explained officers would attend a training classes and then after that the program would be implemented on Saturday nights. Chief reported the hot spots were Richard Jackson all the way up to Hills Road. Chief added the initiative was education and enforcement and would run from now until May 14, 2021. Council thanked Chief. Vice Mayor McConnell moved to approve Resolution 21-21. Councilman Jarman seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 7. RESOLUTION 21-22, REVISING AARON BESSANT PARK BLACKOUT DATES.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-22 by title only. Mayor Sheldon opened Item 7 up for public comment.

Michael Frankert, 132 Lakeside Circle, PCB - Mr. Frankert stated he lived at the back end of Aaron Bessant Park. Mr. Frankert reported he and some of his neighbors encouraged the entire Council to approve this.

Hearing and seeing no further public comments, Mayor Sheldon closed the public comment. Portion. Mayor Sheldon called for comments from City Manager O'Rourke.

Manager O'Rourke provided a brief history on the Park, the management agreement, and grant. Manager O'Rourke further reviewed his attached memo. Manager O'Rourke recommended that the blackout periods be eliminated, and the capacity of the facility be increased from 7,500 10,000 to people. Mayor Sheldon noted this item was available for discussion.

Councilman Chester inquired about parking and collaborating with Simon. Manager O'Rourke reported he had talked with Chris at Simon and they see it as complimentary to the Mall. Councilman Casto noted that some of the parking at Pier Park was private and would that cause a problem. Mrs. Myers reported that it was required by the PIPA that a certain number of parking spaces be designated free and open to the public.

Vice Mayor McConnell moved to approve Resolution 21-22. Councilman Jarman seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 8. RESOLUTION 21-23, LONG BEACH LAGOON STORMWATER CONSTRUCTION AGREEMENT.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-23 by title only. Mayor Sheldon opened Item 8 up for public comment. Hearing and seeing none, Mayor Sheldon closed the public comment. Mayor Sheldon noted this item was available for discussion. Director Campbell noted he was available to answer questions. Councilman Jarman inquired if the current CRA pond was being moved. Director Campbell reported yes, as it was in an awkward location for the property to be developed. Councilman Jarman inquired if they would be required to create a new stormwater pond. Director Campbell stated yes. Discussion regarding the agreement ensuring that the pond works properly took place. Councilman Casto inquired about the drainage problem being fixed on the adjacent property. Director Campbell reported that yes, to his knowledge they realize that property needs to be addressed. Mayor Sheldon reported this item was available. Councilman Jarman moved to approve Resolution 21-23. Vice Mayor McConnell seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 9. RESOLUTION 21-25, AT&T INTERFERENCE.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-25 by title only. Mayor Sheldon opened Item 9 up for public comment.

Michael Frankert, 132 Lakeside Circle, PCB - Mr. Frankert inquired if this would impact the public.

Mayor Sheldon closed the public comment. Mayor Sheldon asked Mrs. Myers if she could answer Mr. Frankert's question. Mrs. Myers reported that it was her understanding that other service providers would be immediately available to those customers. Director Campbell agreed and reported that the City sees no evidence where AT&T had pulled their underground cables. Director Campbell reported that he had reached out to the area manager and he said he would get to the bottom of this. Discussion regarding not being able to finish the project because of AT&T took place. All of Council agreed that this was unacceptable. Mayor Sheldon noted this item was available for discussion. Councilman Casto moved to approve Resolution 21-25. Councilman Jarman seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 10. DISCUSSION REGARDING UTILITY / BAY PARKWAY CAPITAL PLAN UPDATE.

Mayor Sheldon opened Item 10 up for public comment. Hearing and seeing none, Mayor Sheldon closed the public comment.

Director Al Shortt presented the **attached** PowerPoint presentation. Director Shortt reported this was a quick rundown of some of the capital projects for the utilities system. Director Kelly Jenkins presented the **attached** presentation.

Mayor Sheldon noted this item was available for discussion. Mayor Sheldon thanked Kelly's team and the contractor. Vice Mayor McConnell echoed the Mayor's comments and thanked Congressman Dunn's office, especially Nicole Smith from the Congressman's office, for assisting the City with obtaining a permit. Councilman Jarman inquired if the stormwater was being addressed and if it would affect the residents in Colony Club. Director Jenkins reported, yes, Colony Club was taken into consideration and that area should not be affected. Councilman Jarman inquired about access to Gayle's Trails at Colony Club. Director Jenkins reported it would be similar to crossing at Pier Park North. Councilman Casto thanked Director Jenkins and noted he was impressed with the progress that had been made.

ITEM 11. DISCUSSION REGARDING CITIZEN/COMMUNITY SURVEY RESULTS.

Mayor Sheldon opened Item 11 up for public comment. Hearing and seeing none, Mayor Sheldon closed the public comment. Manager O'Rourke presented the **attached** presentation on the citizen survey. Manager O'Rourke reported the survey results were posted on the City's website. Mayor Sheldon thanked Manager O'Rourke and noted that hearing from folks is a great thing for the City. Manager O'Rourke agreed and reported that the Business Plan would be coming back to Council. Mayor Sheldon noted this item was available for discussion. Hearing and seeing none.

CITY MANAGER REPORT

Mr. O'Rourke reported on COVID fatigue and resent spikes. Manager O'Rourke spoke to the issue of masks with respect to the Governor's order. Manager O'Rourke reported that event promoters would be held responsible, not the individual, and would be required to have their vendors and attendees wear masks. Mr. O'Rourke reported the City received one submission to the RFP for Frank Brown Park 8 acre parcel, and that group and the St. Joe Company would be getting together. Manager O'Rourke added that Staff was working on a comprehensive emergency preparedness plan and he would have it ready for the November 12th meeting. Mr. O'Rourke reported Council would be able to interview federal lobbyist firms soon. And lastly, Manager O'Rourke reported 10 applications had been received for the SeeLife project.

CITY ATTORNEY REPORT

No report.

COUNCIL COMMENTS

Councilman Casto encouraged Manager O'Rourke to work with the City's pay study consultant prior to bringing back the salary study at the November 12th meeting. Councilman Casto reported that the Safety Committee would be meeting prior to the November 12th meeting and he would report at that time.

Councilman Chester asked Manager O'Rourke to make sure the pay study was fair across the board.

Councilman Jarman asked Manager O'Rourke to post the street resurfacing schedule in a place for the public to review. Vice Mayor McConnell concurred and asked Manager O'Rourke to get an educational piece out to the public about the resurfacing program.

Mayor Sheldon asked to see a schedule of ditch clearing so residents know when and where to expect the clearing. Mayor Sheldon recommended that Council look at the discretionary funds sooner rather than later. Manager O'Rourke reported he had planned to present that to Council at the November 12th meeting. Vice Mayor McConnell asked that Council receive that information prior to the November 12th meeting. Mayor Sheldon inquired if Staff was preparing the banking RFP. Manager O'Rourke reported yes, and it should be brought back to Council in January.

With nothing further, the meeting was adjourned at 10:54 AM.

READ AND APPROVED this 28th day of January, 2021.

Mark Sheldon, Mayor
City of Panama City Beach, Florida

ATTEST:

Lynne Fasone, MMC
City Clerk

* ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY.

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

PRESENTATIONS



City of
Panama City Beach

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City Council Meeting
January 28, 2021

Employee Anniversaries / Plaque Presentations

Police Department

Wayne Maddox 25 years

Wendy Aubry 15 years

(unable to attend meeting, works night shift)

Savannah Gorman 5 years

Fire Department

Seth Ward 5 years

Mayor
Mark Sheldon

Vice Mayor
Geoff McConnell

Ward 1
Paul Casto

Ward 2
Phil Chester

Ward 4
Michael Jarman

City Manager
Tony O'Rourke

Home of the world's most beautiful beaches.

CONSENT AGENDA
ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation/Jim Ponek

2. MEETING DATE:

January 28, 2021

3. REQUESTED MOTION/ACTION:

To Approve to enter into an agreement with HMX Productions for \$25,000 for Audio and Visual services for 10 Summer Concert Series shows.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- Public Safety
- Transportation
- Attractive Community
- N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff is recommending to City Council to approve to enter into an agreement with HMX Productions for \$2,500.00 per show for a total of \$25,000.00

A second bid of \$2,995.00 for a total of \$29,950.00 was submitted by Emerald Coast Audio Visual Solutions.

There will be 10 Summer Concerts for 2021 on Wednesday nights from 7:30pm-9:30pm.
Summer Concert days are set for July 7,14, 21, 28, Aug 4,11,18, 25, September 1, and 8.

We also requested bids for the entire operations of the Summer Concert Series and no bids were received. For 2021 the Parks and Recreation Department will manage all operations of the Summer Concert Series.

Staff recommends approval.

RESOLUTION 21-80

**CITY OF PANAMA CITY BEACH
BID TABULATION**

Bidder	Address	Information	Price
Emerald Coast Audio Visual Solutions	1505 Estes Place B105 Panama City Beach, FL	Lump sum for 10 weeks	\$29,995.00
HMX Productions	18100 PCB Parkway Panama City beach, FL	Lump sum for 10 weeks	\$25,000.00

RESOLUTION 21-80

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HMX PRODUCTIONS, LLC FOR AUDIO AND VISUAL SERVICES FOR SUMMER CONCERT SERIES AUDIO/VISUAL PRODUCTION IN THE TOTAL AMOUNT OF \$25,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and HMX Productions, LLC, relating to Summer Concert Series Audio/Visual Production, in the total amount of Twenty Five Thousand Dollars (\$25,000), in substantially the form attached as Exhibit A and presented to the Council today, draft dated January 19, 2021, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2021.

CITY OF PANAMA CITY BEACH

By:

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXHIBIT A

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 1-19, 2021.

PCB Summer Concert Series Audio - Visual Services

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions **pertaining to the services required.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, to plan, produce, promote, coordinate, and execute the entire operation for the bid specifications in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed.

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

SUMMARY OF MATERIAL TO ACCOMPANY THIS BID FORM:

Per concert price for all costs associated with
Summer Concert Series Operation:
\$ 2500.

Lump Sum (10 concerts) price for all costs associated with
Summer Concert Series Operation:
\$ 25,000.

Name of COMPANY: HMX Productions
ADDRESS: 19100 Panama City Beach Hwy CITY: Panama City Beach STATE: FL ZIP: 32413
EMAIL ADDRESS: zydelowrench212@gmail.com PHONE: (850) 814-3544

References: Please list 3 businesses that your company has provided similar concert operation services for:

Name	Location	Address or Email	Phone Number
<u>City of Panama City Beach</u>	<u>Panama City Beach</u>	<u>jin.parker@pcbfl.gov</u>	<u>(850) 233-5045</u>
<u>Bay County TDL</u>	<u>Panama City Beach</u>	<u>info@visitpanamacitybeach.com</u>	<u>(850) 283-5000</u>
<u>Rosemary Beach Merchant Association</u>	<u>Rosemary Beach</u>	<u>ecushman@rosemarybeach.com</u>	<u>(850) 687-0568</u>

Print Name: Michael Frimet and Title Owner/Operator

CONSENT AGENDA

ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Utilities/ Mark Shaeffer - Utilities Director

2. MEETING DATE:
January 28, 2021

3. REQUESTED MOTION/ACTION:

Approve the purchase of six (6) fleet vehicles for the Utilities Department in the amount of \$219,110.00.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

Financial Health Economic Development Quality of Life N/A
 Public Safety Transportation Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff allocated funds in the FY21 water and wastewater utilities budget to replace several existing fleet vehicles that are at the end of their service life. Staff were able to utilize the current Florida Sheriffs Association (FSA) purchasing Contract FSA 20 VEL28.0 to secure quotes from Bozard Ford as follows:

- One (1) 2022 Ford Transit Connect SB at \$22,589.00
- Two (2) 2021 Ford F-150 4x4 at \$31,397.00 ea for a total of \$62,794.00.
- Two (2) 2021 Ford F-250 4x4 at \$40,566.00 ea. for a total of \$81,132.00.
- One (1) 2021 Ford F-450 4x4 at \$52,595.00.

Staff recommends approval for authorization to purchase these replacement vehicles under the current FSA Contract in a total amount of \$219,110.00.

RESOLUTION 21-81

RESOLUTION 21-81

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF 6 FLEET VEHICLES FOR THE WATER AND WASTEWATER UTILITIES DEPARTMENT IN THE TOTAL AMOUNT OF \$219,110.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Bozard Ford, relating to the purchase of one(1) 2022 Ford Transit Connect SB, in the basic amount of Twenty Two Thousand, Five Hundred Eighty Nine Dollars (\$22,589), in substantially the form of the quote attached as Exhibit A and presented to the Council today, draft dated January 19, 2021, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Bozard Ford, relating to the purchase of two (2) 2021 Ford F-150s, in the total amount of Sixty Two Thousand, Seven Hundred Ninety Four Dollars (\$62,794), in substantially the form of the quote attached as Exhibit B and presented to the Council today, draft dated January 19, 2021, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
3. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Bozard Ford, relating to the purchase of two (2) Ford F-250s, in the total amount of Eighty One Thousand, One Hundred Thirty Two Dollars (\$81,132.00), in substantially the form of the quote attached as Exhibit C and presented to the Council today, draft dated January 19, 2021, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

4. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Bozard Ford, relating to the purchase of one(1) 2021 Ford F-450, in the basic amount of Fifty Two Thousand, Five Hundred Ninety Five Dollars (\$52,595.00), in substantially the form of the quote attached as Exhibit D and presented to the Council today, draft dated January 19, 2021, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day January, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

BOZARD
GOVERNMENT SALES

January 19, 2021

LEAH BAILEY
UTILITIES ADMINISTRATIVE & ENGINEERING
CITY PANAMA BEACH
850-233-5054 EXT 2420
lbailey@pcb.gov

Greeting,

Bozard Ford is pleased to submit the following quote based on FSA CONTRACT FSA 20 VEL28.0

	Color		
Exterior Color	Z2	FROZEN WHITE	
Interior Vehicle Color	SB	EBONY	
		Description	Price
SPEC #70	S6E	2022 FORD TRANSIT CONNECT 105" W/BASE	21,268.00
	992	2.0L V-4 ENG	INC
	448	8-SPEED AUTO	INC
		POWER WINDOW & DOOR LOCKS	INC
		BACKUP CAMERA	INC
	51G	H/DUTY ALTERNATOR(220AMP)	\$124.00
	55A	FIXED REAR GLASS DOORS	\$294.00
	76D	LED CARGO LIGHTS	\$69.00
	76R	REVERSE SENSING SYSTEM	\$294.00
	942	DAYTIME RUNNING LIGHTS	\$44.00
		UNDERCOATING	\$496.00
			\$22,589.00

All Vehicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM

BOZARD
GOVERNMENT SALES

January 18, 2021

LEAH BAILEY
 UTILITIES ADMINISTRATIVE & ENGINEERING
 CITY PANAMA BEACH
 850-233-5054 EXT 2420
lbailey@pcb.gov

Greeting,

Bozard Ford is pleased to submit the following quote based on FSA CONTRACT FSA 20 VEL28.0

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	AG	MEDIUM EARTH GRAY	
		Description	Price
SPEC #206	F1E	2021 FORD F-150 REG CAB 4 X 4 PICKUP 122" W/BASE	24,578.00
		6.5" BED	
		101A EQUIPMENT PKG	\$ 1,210.00
	99P	2.7L V-6 ENG	\$ 1,194.00
	44G	10-SPEED AUTO	INC
	XL9	3.55 LIMITED SLIP	INC
		POWER WINDOW & DOOR LOCKS	INC
		BACKUP CAMERA	INC
	53A	TRAILER TOW PKG	\$1,294.00
	67T	INTEGATED TRAILER BRAKE CONTROLLER	INC
	413	SKID PLATES	\$159.00
	50S	CRUISE CONTROL	INC
	524	SYNC 4 W/ENHANCED VOICE	\$324.00
	76R	REVERSE SENSING SYSTEM	INC
	T7C	LT265/70R17C BSW A/T	\$294.00
	18B	RUNNING BOARDS	\$249.00
	942	DAYTIME RUNNING LIGHTS	\$44.00
	96W	SPRAY IN BED LINER	\$594.00
	85H	BACKUP ALARM SYSTEM	\$144.00
	55B	BOXLINK (4)(PREMIUM LOCKING CLEATS)	\$79.00
	94W	AMBER/WHITE STROBES (LED) WARNING BEACONS	\$599.00
	595	FOG LAMPS	\$139.00
		UNDERCOATING	\$496.00
			\$31,397.00

All Vehicles will be ordered WHITE unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windsor

BOZARD

1/19/2021



LEAH BAILEY
 UTILITIES ADMINISTRATION & ENGINEERING
 CITY OF PANAMA BEACH
 850-233-5054 EXT 2420
lbailey@pcb.gov

Greeting

Bozard Ford is pleased to submit the following quote base on FSA CONTRACT FSA 20-VEL28.0

Exterior	Emergency Lights		Passenger Side	Driver Side
WHITE	Color		Lights	
Interior color	Color		Lens	
Description				Price
SPEC #212	2021 FORD F-250 REG CAB 4 X 4 142"			\$25,424.00
996	6.2L V-8 ENG			INC
44G	10 SPEED AUTO			INC
XL3	3.73 LIMITED SLIP			INC
TBM	LT245/75R17E BSW A/T			\$164.00
512	SPARE TIRE & WHEEL			\$294.00
90L	POWER WINDOW & DOOR LOCKS			INC
67E	240 AMP ALTERATOR			\$84.00
52B	TRAILER BRAKE CONTROLLER			\$269.00
18B	RUNNING BOARDS			\$319.00
872	REAR VIEW CAMERA & PREP KIT			\$414.00
61L	FT WHEEL WELL LINERS			\$179.00
525	CRUISE CONTROL			\$234.00
942	DAYTIME RUNNING LIGHTS			\$44.00
66S	UPFITTER SWITCHES			\$164.00
63R	REAR STABILIZER BAR			\$124.00
86M	DUAL 78 AH BATTERY			\$209.00
41P	SKID PLATES			\$99.00
913	SYNC 3			\$449.00
43C	110V/400W OUTLET			\$174.00
TOWPKGSD	H/DUTY TRAILER TOW PKG			\$1,399.00
LINER	SPRAY IN BED LINER			\$999.00
8UTILITY	SERVICE BODY			\$7,950.00
	PENTA HOOK COMBO			\$279.00
	UNDERCOATING			\$496.00
4CST	(4) CORNER STROBES (LED)			\$799.00
				\$40,566.00

All Vehicles will be ordered **WHITE** unless agency choose a different color

Approved _____

BOZARD

1/19/2021



LINCOLN

LEAH BAILEY
 UTILITIES ADMINISTRATION & ENGINEERING
 CITY OF PANAMA BEACH
 850-233-5054 EXT 2420
 lbailey@pcb.gov.com

Greeting

Bozard Ford is pleased to submit the following quote base on FSA CONTRACT FSA 20-VEL28.0

Exterior	Emergency Lights		Passenger Side	Driver Side
WHITE	Color		Lights	
Interior color	Color		Lens	
Description				Price
SPEC #28	2021 FORD F-450 REG CAB 4 X 4 145" W/BASE 60" C/A			\$39,094.00
99T	6.7L V-8 DIESEL ENG			INC
99N	7.3L V-8 ENG			-\$5,000.00
44G	10 SPEED AUTO			INC
X8L	4.88 LIMITED SLIP			INC
TGM	LT225/70R19.5 BSW TRACTION			\$164.00
512	SPARE TIRE & WHEEL			\$294.00
90L	POWER WINDOW & DOOR LOCKS			INC
67X	EXTRA H/DUTY FT SUSPENSION			\$284.00
67B	397 AMP ALTERATOR			\$84.00
52B	TRAILER BRAKE CONTROLLER			\$269.00
18B	RUNNING BOARDS			\$319.00
872	REAR VIEW CAMERA & PREP KIT			\$414.00
525	CRUISE CONTROL			\$234.00
942	DAYTIME RUNNING LIGHTS			\$44.00
66S	UPFITTER SWITCHES			\$164.00
86M	DUAL 78 AH BATTERY			\$209.00
41P	SKID PLATES			\$99.00
61L	FT WHEEL WELL LINER			\$179.00
43C	110V/400W OUTLET			\$174.00
TOWPKGSD	H/DUTY TRAILER TOW PKG			\$1,399.00
LINER	SPRAY IN BED LINER			\$999.00
9UTILITY	9FT UTILITY BODY 60" C/A			\$10,400.00
	FLIP TOPS			\$999.00
	MASTER LOCKS			\$599.00
	COMPARTMENT LIGHTS(LED)			\$599.00
	PENTA HOOK COMBO			\$279.00
	UNDERCOATING			\$496.00
4CST	(4) CORNER STROBES (LED)			\$799.00

[]

\$52,595.00

All Vehicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Joe Windrow

Fleet Sales

850-776-5294 Cell

540 Outlet Mall Blvd* St. Augustine, FL 32084* Telephone (904)824-1641* www.BOZARDFORD.com

CONSENT AGENDA

ITEM #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning / Business Licensing Division

2. MEETING DATE:

January 28, 2021

3. REQUESTED MOTION/ACTION:

It is requested that the City Council consider the proposed convenience fee (\$1.99) for electronic check payments of business tax receipts and make any needed revisions.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- Public Safety
- Transportation
- Attractive Community
- N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The proposed fee (\$1.99) for each e-check transaction conducted to pay an on-line business tax receipt will offset the cost of such a transaction that the City must pay to its third party provider. The Business Licensing Division anticipates a total cost of e-checks this year of approximately \$35,000 - \$40,000. Passing through the fee to only those customers utilizing this service allows for substantial savings to the City.

Staff recommends approval.

RESOLUTION 21-82

RESOLUTION 21-82

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A FEE IN THE AMOUNT OF \$1.99 FOR BUSINESS TAX PAYMENTS MADE BY ACH OR E-CHECK.

BE IT RESOLVED that the appropriate officers of the City are authorized to pass through a fee in the amount not to exceed ONE DOLLAR AND NINETY-NINE CENTS (\$1.99) per transaction for business tax payments made via Automated Clearing House (ACH) or E-Check.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2021.

CITY OF PANAMA CITY BEACH

By:

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

CONSENT AGENDA

ITEM #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Panama City Beach Police Department

2. MEETING DATE:
January 28, 2021

3. REQUESTED MOTION/ACTION:
Reclassification of Rank

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- Public Safety
- Transportation
- Attractive Community
- N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

We respectfully request the Council's approval to reclassify a position within the Police Department. The position is currently being filled by a Lieutenant and I request reclassification as a Captain to enhance the Department's succession plan by making the position a member of the Command Staff. This is only a request for reclassification of rank and not a new position. The Intelligence Officer's position is currently being held by someone with the rank of Lieutenant. I would like this position to be more involved in day-to-day operations of the Command Staff, with greater exposure to policy and decision making. Over the past few years, we have sent younger staff members to command level courses including the FBI National Academy in Quantico, Va., and the Southern Police Institute in Louisville, Ky. Two officers are currently scheduled to attend the Northwestern Police Institute of Training in Chicago, Il. These are all prestigious programs which bring a lifetime of knowledge, networking, and resources which are invaluable to the Department and the City. I must plan for the future of the Department, as the majority of the current Command Staff will retire in the next five to seven years. This position will allow us to train our future leaders to gain the necessary skills to become successful leaders. Approval of the reclassification allows for the future creation of a separate division expanding our impact on cyber-criminal activity, vice crimes and crime analysis to better identify crime trends and suppression strategies. This position is designated in our 2020 - 2021 budget at a cost of \$6,200. This expense will be covered by salary savings.

Drew R. Whitman
Chief of Police



Chad Lindsey
Deputy Chief of Police



"Dedicated To Excellence"

17115 Panama City Beach Parkway, Panama City Beach, Florida 32413

Phone: (850) 233-5000

www.beachpolice.org

Drew R. Whitman
Chief of Police
Panama City Beach Police Department
Panama City Beach, Florida 32413

January 7, 2021

RE: Rank Justification

Chief Whitman,

Please allow this letter to serve as correspondence concerning the justification of a Police Captain within the department. Currently there is an Intelligence Officer position that is being held by someone with the rank of Lieutenant. That Lieutenant position falls directly under my command allowing for direct contact, up or down the chain of command, with the Office of the Chief of Police. That reasoning is backed up by the use of information that is sometimes needed instantaneous and more often than not, is of a sensitive nature.

Reclassifying the Lieutenant to a Captain would allow the department to have another Command Staff member further cementing a structure for the future. This position could possibly command a separate division of the department expanding our proactivity and making an immediate and continued impact on criminal activity.

Thank you for your time and if you have any questions, please feel free to contact me at any time.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Chad Lindsey".

Chad Lindsey
Deputy Chief of Police

Captain Wayne Maddox
Field Services

Captain Jason Jones
Criminal Investigations

Captain Richard McClanahan
Administration Division

CONSENT AGENDA

ITEM #5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration /Lori Philput

2. MEETING DATE:

January 28, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends Council approve updated job descriptions.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- Public Safety
- Transportation
- Attractive Community
- N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

With the completion of the Compensation and Salary survey, Condrey and Associates have reformatted our current job descriptions. A major update of the job descriptions was completed in June 2020 and the changes reflected herein are primarily formatting. There are minor changes (i.e. titles) which came as a result of the approved salary study.

Generally, the changes are limited to the following:

- Title changes as a result of the recommendations from the Salary Survey
- Review and clarification of current duties to ensure current processes are documented based on the interviews conducted during the salary survey.

Individual job descriptions are available to review upon request. Staff recommends approval.

REGULAR AGENDA

ITEM #1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

MAYOR SHELDON

2. MEETING DATE:

January 28, 2021

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION 21-71 HONORING THE LIFE OF MAYOR PHILIP GRIFFITTS,SR AND RENAMING BAY PARKWAY IN HIS HONOR.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
 - Economic Development
 - Quality of Life
 - Public Safety
 - Transportation
 - Attractive Community
- N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

MAYOR PHILIP WAYNE GRIFFITTS,SR., SERVED AS THE MAYOR OF THE CITY OF PANAMA CITY BEACH FROM 1982-2000. THROUGHOUT HIS SERVICE, THE CITY WAS TRANSFORMED FROM A SLEEPY BEACH TOWN INTO THE GROWING CITY THAT WE ENJOY TODAY.

AFTER A LIFETIME OF SERVICE, MAYOR GRIFFITTS PASSED AWAY ON DECEMBER 3, 2020. AT THE REQUEST OF MAYOR SHELDON, RESOLUTION 21-71 HONORS THE LIFE, ACCOMPLISHMENTS, AND LEGACY OF MAYOR GRIFFITTS AND FOREVER RENAMES BAY PARKWAY TO "PHILIP GRIFFITTS,SR. PARKWAY."

RESOLUTION 21-71

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH HONORING THE LIFE, ACCOMPLISHMENTS AND LEGACY OF MAYOR PHILIP WAYNE GRIFFITTS, SR; RENAMING BAY PARKWAY AS PHILIP GRIFFITTS, SR. PARKWAY.

WHEREAS, on August 21, 1945, Philip Wayne Griffitts, Sr., was born at Tyndall Air Force Base forming a lifelong bond and commitment to the people and places of Bay County, Florida; and

WHEREAS, upon graduating Bay High School and earning his college degree at Troy University, Mayor Griffitts returned home with the love of his life, Jerrilyn, and first born son, Philip Jr., and began a long career as a businessman on Panama City Beach; and

WHEREAS, Mayor Griffitts built some of the earliest and most successful hotels and other businesses throughout Panama City Beach including the landmark Sugar Sands Motel, the Islander Motel and the La Quinta Inn; and

WHEREAS, in 1982 the people of the City of Panama City Beach elected Philip Wayne Griffitts, Sr, as the City's third mayor; and

WHEREAS, Mayor Griffitts' dedication and effectiveness as a leader of the City is best evidenced by the citizens of the City of Panama City Beach reelection of Mayor Griffitts for a unprecedented five times; and

WHEREAS, throughout his 18 years of service to the City, Mayor Griffitts became known for his infectious laugh and his ability to work through even the toughest challenges with a sense of humor; and

WHEREAS, among his many accomplishments Mayor Griffitts' tenure in service to the City is marked by the development of Frank Brown Park, J. R. Arnold High School, laying the foundations for the development of Pier Park, and overseeing the transformation of the City of Panama City Beach from a seasonal resort town into a bustling community and tourist destination.

WHEREAS, Mayor Griffitts imprint can be felt in nearly every corner of life and government of the City of Panama City Beach; and

WHEREAS, following his retirement from politics Mayor Griffitts remained an active leader in the community and instilled his sense of community to his children and grandchildren; and

WHEREAS, Philip Wayne Griffitts, Sr., died on December 3, 2020; and

WHEREAS, Philip Wayne Griffitts, Sr., was a champion of the City of Panama City Beach and Bay County who exemplified strength, sacrifice, and service to his community:

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

1. The City of Panama City Beach honors the life, accomplishments, and legacy of Mayor Philip Wayne Griffitts, Sr.
2. From this day forth, Bay Parkway shall be renamed and thereafter forever known as "Philip Griffitts, Sr. Parkway."

This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 28th day of January, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

REGULAR AGENDA

ITEM #2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning / Mel Leonard

2. MEETING DATE:

January 28, 2021

3. REQUESTED MOTION/ACTION:

Hold public hearing and consider second reading of Ordinance 1543, the annual update to the Capital Improvements Schedule of the Comprehensive Plan.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- N/A
- Public Safety
- Transportation
- Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Attached is the draft annual update to the City's Capital Improvements Schedule as required by the State. The Capital Improvements Schedule is required to show only those projects necessary to maintain the adopted levels of service established in the City's Comprehensive Plan. The Capital Improvements Schedule is no longer sent to the State Department of Economic Opportunity for review but is adopted by approval of a local ordinance.

The Planning Board considered the update on January 13, 2021, and recommended approval. The ordinance was considered and approved by Council after first reading at their January 28, 2021 meeting. Notice of a public hearing and second reading was properly published on January 15, 2021.

Ordinance 1543

ORDINANCE NO. 1543

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE 2009 AMENDED AND RESTATED CITY OF PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN; AMENDING THE CAPITAL IMPROVEMENT ELEMENT TO UPDATE THE SCHEDULE OF CAPITAL IMPROVEMENTS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the Panama City Beach Council adopted the 2009 Amended and Restated City of Panama City Beach Comprehensive Growth and Development Plan (the Comprehensive Plan) on December 10, 2009, by Ordinance No. 1143; and

WHEREAS, the City has prepared the annual update to the Capital Improvement schedule, and desires to amend the Capital Improvement Element of said Comprehensive Plan by ordinance to comply with the provisions of Section 163.3177(3)(b), Florida Statutes; and

WHEREAS, the Panama City Beach Planning Board reviewed the amendment request on January 13, 2021, and recommended approval; and

WHEREAS, on January 28, 2021, the City Council conducted a properly noticed hearing to consider the updates to the schedule of Capital Improvements, and adopted this Ordinance during that hearing.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE

CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The attached Capital Improvements Schedule for planning improvements within the years 2021 through 2026 is hereby adopted.

SEE ATTACHED COMPOSITE EXHIBIT A
SETTING FORTH THE UPDATED CAPITAL
IMPROVEMENTS SCHEDULE

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

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ of _____, 2021.

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____, 2021.

MAYOR

PUBLISHED in the Panama City News Herald on the 15th day of January,
2021.

POSTED AT www.pcbfl.gov on _____

Lynne Fasone, City Clerk

CAPITAL IMPROVEMENTS SCHEDULE

City of Panama City Beach FY 20/21

Traffic Circulation	Funding Source	Current Status	FY 20-21	21-22	22-23	23-24	Beyond 24-25
1. Clarence Av. Road Widening with sidewalks. Improve various street surfaces and shoulders	Gas Tax	on-going					
2. AH Coleman Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$26,000,000 total cost \$7,400,000 spent to date	\$847,400				\$16,982,600
3. N. Thomas Drive -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$990,000 spent to date \$31,000,000 total cost					\$30,010,000
4. Hill Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$180,000 spent to date \$16,500,000 total cost					\$16,338,100
5. Powell Adams Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA Prop. Share	Seg. I Completed \$3,000,000 \$6,000,000 total cost for Seg. II	\$2,100,000	\$2,750,309			

EXHIBIT A

Traffic Circulation	Funding Source	Current Status	FY 20-21	21-22	22-23	23-24	Beyond 24-25
6. S. Thomas Drive -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Construction completed in '13 \$14,230,000 total cost					
7. Clara Avenue -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$124,000 spent to date \$22,000,000 total cost					\$21,876,000.00
8. Front Beach Road Segment 1 (S. Thomas to N. Thomas Drive) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA Part of South Thomas Dr. project. See project #6.	Construction completed in '13 \$11,130,000 total cost					
9. Front Beach Road Segment 2 (Jackson Blvd. to S. Thomas) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Spent to date \$14,500,000					

Traffic Circulation		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
10.	Front Beach Road Segment 3 (State Road 79 to Lullwater Dr) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA FDOT Prop. Share	Design Const. and Util. CE&I and Post Design \$630,000 Spent to date \$24,000,000 total cost.	\$8,700,000	\$8,100,000	\$1,029,181		
11	S. Arnold Road (SR 79) -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA TRIP funding FDOT FDOT 5-Year Work Program	TRIP funding granted for PDE \$1,185,013 spent to date \$15,000,000 total cost					
12.	Front Beach Road Segment 4.1 (Lullwater Dr. to Hill Rd.) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way, construct \$650,000 Spent to date	\$3,513,289	\$7,000,000	\$7,300,000		
13.	Front Beach Road Segment 4.2 (Hill Rd. to Hutchison Blvd.) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way, construct	\$3,000,000	\$8,000,000	\$10,000,000	\$1,500,000	

Traffic Circulation	Funding Source	Current Status	FY 25-26	21-22	22-23	Beyond 23-24	Beyond 24-25
14. Front Beach Road Segment 4.3 (Hutchison Blvd. to R Jackson) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way construction	\$500,000	\$1,500,000	\$1,800,000	\$10,000,000	\$10,000,000
15. Cobb Road -ped/bic. improvements -landscaping -streetscaping	FBR-CRA	No activity to date \$13,000,000 total cost					\$13,000,000
16. Nautilus Street -landscaping -streetscaping	FBR-CRA	\$15,000,000 total cost					\$15,000,000
17. North Thomas Drive Parking Lot	FBR-CRA Prop. Share	\$5,250,000 spent Parking lot stabilized					
18. Multimodal Center West	FBR-CRA	No Activity to date					
19. Bay Parkway Phase 1 -Colony Club Connector Road -Bay Parkway Phase 2		Construction Complete Construction Complete \$14,200,000	\$921,855 FDOT				
20. PCB Parkway(Neubius to Jackson)	FDOT 5-Year Work Program	Add Lanes & Reconstruct	\$130,772				Ongoing
21. PCB Parkway (Mandy Lane to Thomas Dr.)	FDOT 5-Year Work Program	Preliminary Design PD&E Study	\$322				Ongoing
22. ITS Improvements	FDOT 5-Year Work Program		\$900,000	\$500,000	\$500,000	\$500,000	Ongoing
23. PCB Parkway Walton Co. Line to SR 79	FDOT 5-Year Work Program	Preliminary Design PD&E Study	\$2,100,000				

Traffic Circumvention		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
24.	West Bay Parkway from Walton County to SR 79 (needed to meet future demand)	FDOT 5-Year Work Program	Preliminary Design <i>PO&E Study</i>	\$2,545				Ongoing

Recreation & Open Space		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
25.	Multi Use Path/Trail From East Side of Trieste Subdivision to Breakfast Point Subdivision	City Matching Funds & Sun Trail Grant	Design Complete	\$108,464 City 904,715 State				
26.	Multi Use Path from Walton Co. to Heather Drive along PCB PKWY Part of Resurfacing and Intersection Improvements	FDOT 5-Year Work Program	\$20,862,566					

Schools		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
27.	See Note #2 at end of report.	School Board						

Potable Water, Wastewater, and Reuse		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
Potable Water								
28.	Bid-A-Wee Water Main Replacements	Utility	\$1,322,515 <i>Balance to Finish</i>					
29.	System Extensions & Loops	Utility	\$2,185,000 <i>Balance to Finish</i>		\$550,000	\$550,000	\$1,085,000	
30.	Bay Parkway to Nausikus Water Main	Utility	\$280,000 <i>Balance to Finish</i>					

Potable Water Wastewater and Reuse		Funding Source	Current Status	FY 2021	FY 21-22	FY 22-23	Beyond 23-24	Beyond 24-25
Wastewater and Reuse								
31.	New Wastewater Treatment Plant 4 MGD Phase 1	Utility	\$49,015,000 <i>Balance to Finish</i>		\$468,000	\$780,000	\$11,080,000	
32.	Utilities Admin & Support Building			\$4,405,676	\$2,935,507			
33.	West End Storage Tank and Pump Station			\$200,000	\$3,500,000			
34.	Bid a Wee S/D Water System Replacement			\$1,271,912				
35.	Bay Parkway to Nauribus Foremain and Reclaimed Mains	Utility	\$4,401,675 <i>Balance to Finish</i>	\$1,901,675				
36.	Lift Station #73 Cobb Rd. Replacement	Utility	\$2,687,500 <i>Balance to Finish</i>	\$2,187,500				
37.	SR 79 to West End Storage and Pump Station				\$100,000	\$450,000	\$460,000	
38.	SR 79 Reclaimed Transmission Main	Utility	\$2,886,000 <i>Balance to Finish</i>		\$800,000	\$2,086,000		
39.	Lift Station # 4 Driftwood Replacement	Utility	\$5,010,000 <i>Balance to Finish</i>	\$2,994,300	\$1,365,700			
40.	Lift Station #73 Replacement			\$750,000	\$1,837,500			
41.	Waste / Reclaimed System extensions / loops	Utility	\$1,380,000 <i>Balance to Finish</i>		\$350,000	\$350,000	\$680,000	

Stormwater Improvements								
42	Stormwater Improvements	Stormwater Utility Assessments		\$1,248,000	\$782,000	\$845,000	\$480,000	\$790,000
Prop. Share Projects		Funding Source	Current Status					
1.	US 98 Int. w/ Hill Rd. and US 98 Int. w/ Clara Avenue (needed to meet future demand)	Seahaven Prop. Share	\$300,000 based on trip triggers					
2.	US 98-Hill Rd. 6-laning (needed to meet future demand)	Seahaven Prop. Share	\$1,350,000 (trip triggers)					
3.	US 98-Clara Ave. 6-laning (needed to meet future demand)	Seahaven Prop. Share	\$1,350,000 (trip triggers)					
4.	PD&E for US 98 from SR 79 to Thomas Drive flyover (needed to meet future demand)	Seahaven Prop. Share	\$2,000,000 (trip triggers)					

Prop. Share Projects		Funding Source	Current Status					
5.	ITS for US 98 from Phillips Inlet to Thomas Dr. flyover (needed to meet future demand)	Seahaven Prop. Share	\$1,000,000 (trip triggers)					
6.	Hill Rd. Improvements (needed to meet future demand)	Seahaven Prop. Share	\$838,768 (trip triggers)					

Notes

1. The City of Panama City Beach hereby adopts by reference the most current 5-year Schedule of Improvements as adopted by the FDOT, District 3 and the Bay County TPO.
2. The City of Panama City Beach hereby adopts by reference the Bay County School District's 2020-2021 Work Plan.
3. The FBR-CRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 2021 is approximately \$11,000,000.
4. The City of Panama City Beach will coordinate with the most current Water Supply Plan as formally adopted by the Northwest Florida Water Management District.

CAPITAL IMPROVEMENTS SCHEDULE

City of Panama City Beach FY 20/21

Traffic: Circulation	Funding Source	Current Status	FY 20-21	21-22	22-23	23-24	Beyond 24-25
1. Clarence Av. Road Widening with sidewalks. Improve various street surfaces and shoulders	Gas Tax	on-going					
2. All Coleman Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$26,000,000 total cost \$7,400,000 spent to date	\$847,400				\$16,982,600
3. N. Thomas Drive -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$990,000 spent to date \$31,000,000 total cost					\$30,010,000
4. Hill Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$160,900 spent to date \$16,600,000 total cost					\$16,339,100
5. Powell Adams Road -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA Prop. Share	Seg. I Completed \$3,000,000 \$6,000,000 total cost for Seg. II	\$2,100,000	\$2,750,309			

Traffic Circulation	Funding Source	Current Status	FY 20-21	21-22	22-23	23-24	Beyond 24-25
6. S. Thomas Drive -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Construction completed in '13 \$14,230,000 total cost					
7. Clara Avenue -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	\$124,000 spent to date \$22,000,000 total cost					\$21,876,000.00
8. Front Beach Road Segment 1 (S. Thomas to N. Thomas Drive) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA Part of South Thomas Dr. project. See project #6.	Construction completed in '13 \$11,130,000 total cost					
9. Front Beach Road Segment 2 (Jackson Blvd. to S. Thomas) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Spent to date \$14,600,000					

Traffic Circulation	Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
10. Front Beach Road Segment 3 (State Road 79 to Lullwater Dr) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA FDOT Prop. Share	Design Const. and Util CE&I and Post Design \$630,000 Spent to date \$24,000,000 total cost	\$8,700,000	\$8,100,000	\$1,029,181		
11. S. Arnold Road (SR 79) -4 lane widening -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA TRIP funding FDOT FDOT 5-Year Work Program	TRIP funding granted for PDE \$1,185,013 spent to date \$15,000,000 total cost					
12. Front Beach Road Segment 4.1 (Lullwater Dr. to Hill Rd.) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way construct \$650,000 Spent to date	\$3,513,289	\$7,000,000	\$7,300,000		
13. Front Beach Road Segment 4.2 (Hill Rd. to Hutchison Blvd.) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way, construct	\$3,000,000	\$8,000,000	\$10,000,000	\$1,500,000	

Traffic Circulation	Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
14. Front Beach Road Segment 4.3 (Hutchison Blvd. to R Jackson) -public transit system -ped/bic. improvements -landscaping -streetscaping (needed to meet future demand)	FBR-CRA	Design Right of Way, construction	\$500,000	\$1,500,000	\$1,800,000	\$10,000,000	\$10,000,000
15. Cobb Road -ped/bic. improvements -landscaping -streetscaping	FBR-CRA	No activity to date \$13,000,000 total cost					\$13,000,000
16. Nautilus Street -landscaping -streetscaping	FBR-CRA	\$15,000,000 total cost					\$15,000,000
17. North Thomas Drive Parking Lot	FBR-CRA Prop. Share	\$5,250,000 spent Parking lot stabilized					
18. Multimodal Center West	FBR-CRA	No Activity to date					
19. Bay Parkway Phase 1 -Colony Club Connector Road -Bay Parkway Phase 2		Construction Complete Construction Complete \$14,200,000	\$921,855 FDOT				
20. PCB Parkway(Nautilus to Jackson)	FDOT 5-Year Work Program	Add Lanes & Reconstruct	\$130,772				Ongoing
21. PCB Parkway (Mandy Lane to Thomas Dr.)	FDOT 5-Year Work Program	Preliminary Design PD&E Study	\$322				Ongoing
22. ITS Improvements	FDOT 5-Year Work Program		\$900,000	\$500,000	\$500,000	\$500,000	Ongoing
23. PCB Parkway Walton Co. Line to SR 79	FDOT 5-Year Work Program	Preliminary Design PD&E Study	\$3,100,000				

Traffic Circulation		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
24.	West Bay Parkway from Walton County to SR 79 (needed to meet future demand)	FDOT 5-Year Work Program	Preliminary Design PD&E Study	\$2,545				Ongoing

Recreation & Open Space		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
25.	Multi Use Path/Trail From East Side of Trieste Subdivision to Breakfast Point Subdivision	City Matching Funds & Sun Trail Grant	Design Complete	\$108,484 City 904,716 State				
26.	Multi Use Path from Walton Co. to Heather Drive along PCB PKWY Part of Resurfacing and Intersection Improvements	FDOT 5-Year Work Program		\$20,862,588				

Schools		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
27.	See Note #2 at end of report.	School Board						

Potable Water, Wastewater, and Reuse		Funding Source	Current Status	FY 20-21	21-22	22-23	Beyond 23-24	Beyond 24-25
Potable Water								
28.	Bid-A-Wee Water Main Replacements	Utility	\$1,322,515 Balance to Finish					
29.	System Extensions & Loops	Utility	\$2,185,000 Balance to Finish		\$550,000	\$550,000	\$1,085,000	
30.	Bay Parkway to Neurlus Water Main	Utility	\$280,000 Balance to Finish					

Potable Water, Wastewater, and Reuse		Funding Source	Current Status	FY 20-21	FY 21-22	FY 22-23	Beyond 23-24	Beyond 24-25
Wastewater and Reuse								
31.	New Wastewater Treatment Plant 4 MGD Phase 1	Utility	\$49,015,000 <i>Balance to Finish</i>		\$468,000	\$780,000	\$11,080,000	
32.	Utilities Admin & Support Building			\$4,405,676	\$2,935,507			
33.	West End Storage Tank and Pump Station			\$200,000	\$3,500,000			
34.	Bid a Wee S/D Water System Replacement			\$1,271,912				
35.	Bay Parkway to Nautilus Forcemain and Reclaimed Mains	Utility	\$4,401,675 <i>Balance to Finish</i>	\$1,901,675				
36.	Lift Station #73 Cobb Rd. Replacement	Utility	\$2,687,500 <i>Balance to Finish</i>	\$2,187,500				
37.	SR 79 to West End Storage and Pump Station				\$100,000	\$450,000	\$480,000	
38.	SR 79 Reclaimed Transmission Main	Utility	\$2,886,000 <i>Balance to Finish</i>		\$800,000	\$2,086,000		
39.	Lift Station #4 Driftwood. Replacement	Utility	\$5,010,000 <i>Balance to Finish</i>	\$2,894,300	\$1,385,700			
40.	Lift Station #73 Replacement			\$750,000	\$1,837,500			
41.	Waste / Reclaimed System extensions / loops	Utility	\$1,380,000 <i>Balance to Finish</i>		\$350,000	\$350,000	\$680,000	

Stormwater Improvements								
42.	Stormwater Improvements	Stormwater Utility Assessments		\$1,246,000	\$782,000	\$645,000	\$480,000	\$700,000
Prop. Share Projects		Funding Source	Current Status					
1.	US 98 Int. w/ Hill Rd. and US 98 Int. w/ Clara Avenue <i>(needed to meet future demand)</i>	Seahaven Prop. Share	\$300,000 based on trip triggers					
2.	US 98-Hill Rd. 6-laning <i>(needed to meet future demand)</i>	Seahaven Prop. Share	\$1,350,000 <i>(trip triggers)</i>					
3.	US 98-Clara Ave. 6-laning <i>(needed to meet future demand)</i>	Seahaven Prop. Share	\$1,350,000 <i>(trip triggers)</i>					
4.	PD&E for US 98 from SR 79 to Thomas Drive flyover <i>(needed to meet future demand)</i>	Seahaven Prop. Share	\$2,000,000 <i>(trip triggers)</i>					

Prop. Share Projects		Funding Source	Current Status					
5.	ITS for US 98 from Phillips Inlet to Thomas Dr. flyover <i>(needed to meet future demand)</i>	Seahaven Prop. Share	\$1,000,000 <i>(trip triggers)</i>					
6.	Hill Rd. Improvements <i>(needed to meet future demand)</i>	Seahaven Prop. Share	\$938,766 <i>(trip triggers)</i>					

Notes

1. The City of Panama City Beach hereby adopts by reference the most current 5-year Schedule of Improvements as adopted by the FDOT, District 3 and the Bay County TPO.
2. The City of Panama City Beach hereby adopts by reference the Bay County School District's 2020-2021 Work Plan.
3. The FBR-CRA is funded with tax increment payments from Bay County. The amount of tax increment expected for FY 20/21 is approximately \$11,000,000.
4. The City of Panama City Beach will coordinate with the most current Water Supply Plan as formally adopted by the Northwest Florida Water Management District.

REGULAR AGENDA
ITEM #3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration

2. MEETING DATE:

January 28, 2021

3. REQUESTED MOTION/ACTION:

Request Council to approve Updated Personnel Policies

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?

YES

NO

N/A

DETAILED BUDGET AMENDMENT ATTACHED

YES

NO

N/A

6. IDENTIFY STRATEGIC PRIORITY

Financial Health

Economic Development

Quality of Life

N/A

Public Safety

Transportation

Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff has completed a complete update and organization of the Personnel Policies for Council to approve. The updated includes policies which have been adopted over the last 24 months, clarity on policies, and updates to remain compliant with Federal and State Laws.

If approved, these policies would be effective 1/29/2021.

Staff recommends approval.

RESOLUTION 21-83

RESOLUTION 21-83

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AMENDING THE CITY'S PERSONNEL POLICIES; REPEALING ALL POLICIES OR RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the updated Personnel Policies attached and incorporated herein as Exhibit A to this Resolution, are hereby adopted.

AND BE IT FURTHER RESOLVED that all policies or resolution or parts of resolutions or policies in conflict herewith are repealed to the extent of such conflict.

This Resolution shall take effect on January 29, 2021.

PASSED, APPROVED and ADOPTED in regular session this ____ day of January, 2021.

CITY OF PANAMA CITY BEACH

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



City of

Panama City Beach

PCB City Hall

17007 PCB Parkway
 PCB, FL. 32413
 P: (850) 233-5100
 F: (850) 233-5108
 www.pcbgov.com

January 20, 2021

To: Tony O'Rourke

From: Lori Philput

RE: Personnel Policy Changes

Tony,

The Personnel Policies have been updated to reflect many changes in our employment environment. I have identified the policies with major changes below in three categories.

1. A new policy is one we did not have before written or unwritten. These policies would reflect general provisions seen in an employment environment.
2. Clarification on policies would be taking the existing policy and adding language to explain the intent or purpose and provide further detail in perhaps an ambiguous policy.
3. A policy now written refers to a policy that was in practice but not in writing. There were minor changes to almost all policies. I have highlighted the major changes in this memo.

New Policy	Policies that were updated to provided clarification	Standard practices that were in place prior to this update (unwritten policies) that have now been codified
Dishonesty and Fraud	Gifts Policy/Conflicts of Interest	Modification for Physical and Mental limitation or Disability
Email and Internet Access	Political Activity	Timekeeping/Biometric/Hours/Safe Harbor
Equipment and Property Assigned to You	Social Media Policy	Method of Payment
Our Logo and Branding	Section II- Discipline	Administration of Leaves
Dating and Fraternization	Absences/ Tardiness	FMLA
Personal Hygiene	Civil Leave	Break Time for Nursing Mothers
Section 3- Employee Discipline (Clarification and New Material)	Disability	Leave to Take Examinations
Section 4- Employee Disputes and Parental Leave	Safety/Workers Compensation/ Lost Time	Domestic and Sexual Violence Leave
	Position Classification Plan	Pension Plans
	Compensation Plan	Social Security
		Deferred Comp Plans

Mayor
Mark Sheldon

Vice Mayor
Geoff McConnell

Ward 1
Paul Casto

Ward 2
Phil Chester

Ward 4
Michael Jarman

City Manager
Tony O'Rourke



THE CITY OF PANAMA CITY BEACH
PERSONNEL POLICIES
HANDBOOK

Application and Revision of Policies

This policy manual is an overview and summary of the City's personnel policies and procedures approved on January 28, 2021 with an effective date of January 29, 2021. The City reserves the right to direct and control the operations of its business, including but not limited to the right to modify, alter or delete policies. As policies and benefits are revised, changes will be communicated to you through standard communications channels.

The policies and procedures contained in this manual do not constitute part of an employment contract, nor are they intended to make a commitment to any employee concerning how individual employment action can, should, or will be handled.

The nature of operations in individual departments may require those departments to have additional policies, procedures and guidelines that are not covered in this manual. While individual department policies and procedures may be more stringent than the policies in this manual, they shall otherwise be consistent with the policies in this manual.

Some policies in this manual require the use of a form or forms. Because the City's forms will be updated periodically, before completing any form you should confirm with your Department Head, Supervisor or the Human Resource Director that you are using the most current form available.

If you have any questions or would like additional information about any particular guideline in this manual, please contact the Human Resource Director.

This policy manual supersedes all previous manuals, letters, memoranda and understandings.

Disclaimer

The City of Panama City Beach, based on economic and budgetary conditions, reserves the right to add, delete, or amend, in whole or in part, the terms and conditions of employment, which, for example, include compensation, benefits, policies, and any other working conditions, at any time, at the sole discretion of the City Council, or as delegated by the City Manager, except where provided otherwise by contract or law. The City Charter allows the City Manager to promulgate personnel rules and regulations for City employees. He/she may authorize any subordinate officer or employee to exercise such powers with respect to subordinates in turn; provided, that the City Manager shall, in all cases, retain the right to alter or deny any determination made by such subordinates. Neither the City Council nor any of its members, either individually or collectively, shall exercise any authority over any officer or employee of the City subordinate to the City Manager. Except as provided in this Charter, neither the City Council nor any of its members, either individually or collectively, shall direct or request or participate in the appointment, discipline, demotion, promotion, suspension or removal of any administrative officer or employee under the City Manager or his/her subordinates. The City of Panama City Beach reserves the right to modify any of the policies and procedures, including those covered in this Handbook, at any time.

This Handbook is not an official document and is not an employment contract, expressed or implied. This Handbook should be considered as an overview or a guide. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to the Human Resources Department.

Overview

The policy of the City of Panama City Beach City Council has been and will continue to be one of an open-door policy, under which all employees have the right, and are encouraged to deal directly with their supervisors and other members of management on matters pertaining to working conditions. Employees of the City are important individuals, and we will always strive to ensure equitable treatment.

Our philosophy includes goals of maintaining a climate of excellent employee relations by showing respect for the rights and dignity of employees, as well as striving for employee satisfaction through compensation, comprehensive benefits and job security. We continually work to treat all employees fairly and as individuals.

Customer Relations

Every employee represents the City to our customers and the public. The way we do our jobs presents an image of our entire City. The public judges all of us by how they are treated with each employee contact. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to the public.

Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of the City.

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SECTION I OBJECTIVES DEFINITIONS AND ADMINISTRATION

1.1 OBJECTIVES

It is the intent of the City to provide for:

- A) Recruitment, selection and advancement of employees on the basis of merit, knowledge, skill, and ability;
- B) Just and equitable incentives and conditions of employment to promote service to the public and efficiency in the operation of City government;
- C) A clean, safe, and pleasant working condition;
- D) Equal treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws, and with proper regard for their privacy and constitutional rights as citizens;
- E) Protection of employees against coercion for partisan political purposes and prohibiting them from using their official authority for the purpose of interfering with, or affecting the result of, an election or a nomination for office; and,
- F) Training of employees, as needed, to assure high-quality performance and encourage careers with the City.

1.2 DEFINITIONS

CONTINUOUS SERVICE

This is service credit which determines eligibility for employee benefits such as PTO, health coverage, etc

EXEMPT

Exempt positions are paid on a salaried basis and are not eligible to receive overtime pay.

HOURS OF WORK

Hours of Work refers to the number of hours an employee is scheduled to work in any 24-hour period.

IMMEDIATE FAMILY

Immediate Family means husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, grandfather, grandmother, grandchildren, stepmother, stepfather, stepbrothers, stepsisters and stepchildren of both the employee and his or her legal spouse.

MAY

The word "May" shall be interpreted as permissive.

NONEXEMPT

Nonexempt positions are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

OVERTIME PAY

Overtime Pay means the compensation paid for the work performed in excess of the standard specified for the work week or work period.

For full time employees other than police and fire, overtime pay is compensation paid for work performed in excess of 40 hours in a work week.

For Fire, overtime pay is compensation paid for work performed in excess of 212 hours in a month.

For Police, overtime pay is compensation paid for work performed in excess of 86 hours in a pay period.

PAY PERIOD

Pay Period refers to the frequency in which City employees are paid resulting in 26 paychecks in a normal year.

PERMANENT POSITION

A Permanent Position is a budgeted position created and authorized for an indefinite period, which is expected to be filled for more than twelve consecutive months. Employees in permanent positions may be referred to throughout this manual as Permanent Employees.

PROBATIONARY EMPLOYEE STATUS

This status applies to an employee who does not have regular status, has less than 12 months continuous service with the City of Panama City Beach or has been promoted and is serving a 12-month probationary period in the new position.

REGULAR EMPLOYEE STATUS

This status applies to an employee who is assigned to a permanent full-time budgeted position (that is usually consisting of 160 or more work hours per month), has satisfactorily completed his or her period of probation, and is eligible for all benefits and pay increases in accordance with policies and procedures of the City of Panama City Beach.

RETIREE

The City is required by Florida Statue 112.0801(1) to allow all former personnel and their dependents who have retired, the option of continuing to participate in the group insurance plan or self-insurance plan. Retirees and their eligible dependents shall be offered the same health and hospitalization insurance coverage as is offered to active employees at a premium cost of no more than the premium cost applicable to active employees. The following defines who shall be considered a "retiree" for the purpose of the above-mentioned insurance requirement:

- A) "Retiree" means any employee who retires under a City Sponsored Pension Plan, and who begins receiving retirement benefits immediately after retirement from employment.
- B) In addition, any employee who has attained age 55 and has completed 10 years of creditable service shall be considered a "retiree."
- C) In addition, any employee who has attained age 50 and has completed 20 years of service shall be considered a "retiree."
- D) In addition, any police or fire employee who has elected a '25 and out' plan and has completed 25 years of service shall be considered a "retiree."
- E) In addition, any employee who is placed on disability through a City-sponsored pension plan or the Social Security Administration shall be considered a "retiree."

SEASONAL POSITION

A Seasonal Position is a temporary position to supplement the workforce or to assist in the completion of a specific project and is scheduled for a limited duration not to exceed six months or 1040 hours. Employment beyond any initially stated period does not in any way imply a change in employment status.

SHALL

The word "Shall" shall be interpreted as mandatory.

WORKDAY/SHIFT

Workday/Shift refers to the number of hours regularly scheduled to be worked in one 24-hour period.

WORK WEEK

Work Week refers to the number of hours regularly scheduled to be worked during any seven (7) consecutive days.

WORKING DAYS

The term "Working Days" generally refers to a 5-day period, generally Monday through Friday, except where 7-day or around-the-clock coverage is required.

1.3 ADMINISTRATION

1.3.1 HUMAN RESOURCES RECORDS

It is important that Human Resources records be correct and up to date. Employees must notify the Human Resources Department of any changes in personal information such as address, name, dependent status or telephone number.

Employee personnel records are the property of the City and access is restricted. All employees shall be permitted access to their individual, official Human Resources files. All items contained in such files shall be available for review, except such matters as may be exempt from public disclosure under Florida's Public Record Laws. Such review shall be available to the employee at reasonable times, under the supervision of the designated record's custodian. Employees are not permitted to remove, change, delete or otherwise alter any of the information in the file. Chapter 119 of the Florida Statutes requires

public agencies (this includes the City of Panama City Beach) to permit public access to the personnel records of their employees. However, all medical records, if any, will be kept in a separate confidential file. The City maintains this information in the strictest confidence and may not use or disclose medical information about an employee without the employee first having signed an authorization form permitting such use or disclosure.

1.3.2 ADMINISTRATION OF PERSONNEL POLICIES

The City Manager, Department Heads and Supervisory personnel have an affirmative duty to fairly and fairly administer these rules and policies in order to ensure the proper organizational control and function of each department.

1.3.3 AUTHORITY FOR VARIANCE FROM POLICY

Department Heads and other responsible Supervisors shall have the right to request, in writing, a variance from these policies when individual circumstances so justify. This request shall be submitted to the City Manager.

1.3.4 ACCOUNTING RESPONSIBILITIES

Department Heads and other Supervisory personnel are responsible for maintaining complete and accurate attendance records for employees within their respective operations. Such records constitute the basis for preparation of Departmental payrolls and will be preserved for future auditing purposes as needed or required.

The Human Resource Department is responsible for monitoring the compliance of Departments with the requirements and policies established by the official job classification and pay plan, as well as Departmental conformity with the established policies and rules governing wages, hours of work, and working conditions.

1.3.5 GIFTS

It is the policy of the City that all employees, regardless of position or rank, adhere to the Code of Ethics for Public Officers and Employees as stated in Chapter 112, Page III, Florida Statutes as that Code applies to employees of a local government agency.

Employees with the City of Panama City Beach, or any person acting on his or her behalf, shall not accept, directly or indirectly, gifts, gratuities, or loans under the following circumstances:

- A. Gifts of any value based on the understanding that the gift would influence that employee's judgment or official actions.
- B. Gifts with a value of more than \$100 from any vendor doing business with the City, any lobbyist, or political action committee.

These limitations are not intended to prohibit the acceptance of gifts on behalf of the City, articles of negligible value which are distributed generally, nor to prohibit employees from obtaining loans from lending institutions at rates offered to the general public. It is particularly important that procurement individuals, inspectors, police and/or Code Enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion. No person seeking appointment to or promotion within the City shall either directly or indirectly give, render or pay any

money or other thing of value to any person in connection with an appointment, promotion or proposed appointment or promotion. This prohibition is not intended to prevent payment to a legitimate employment agency.

1.3.6 CONFLICT OF INTEREST

No City employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the City, nor shall an employee of the City have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1.3.7 DISHONESTY AND FRAUD

Any employee who has knowledge or a reasonable suspicion that a fraudulent or other dishonest act has occurred, shall immediately report all known or suspected information through their chain of command. Failure to report such knowledge or suspicion shall constitute an independent violation of this policy.

Employees are expected to serve the public and to conduct themselves in a manner that will bring credit to City government, public officials, fellow employees, and themselves.

The term fraud refers to, but is not limited to, any dishonest or fraudulent act to include:

- Forgery or alteration of any documents;
- Misappropriation of funds, supplies, etc.;
- Improper handling or reporting of money or financial transactions;
- Misrepresentation of information on documents;
- Theft, destruction or intentional disappearance of records, property or any asset;
- Accepting or seeking anything of material value from vendors or persons providing services or materials to the City for personal benefit;
- Authorizing or receiving payments for goods not received or services not performed for the City;
- Any claim for reimbursement of expenses that were not made for the benefit of the City;
- Any computer-related activity involving the alteration, destruction, forgery or manipulation of data for fraudulent purposes, or misuse or misappropriation of City-owned software or hardware;
- Unauthorized time away from work or use of City time for personal business.

1.3.8 EQUAL EMPLOYMENT OPPORTUNITY

The City of Panama City Beach is an equal opportunity employer. There shall be no discrimination exercised on account of race, national origin, color, religion, creed, age, marital status, sexual orientation, gender, political affiliation, or the presence of any sensory, mental, or physical disability unless such disability effectively prevents the performance of the essential duties required of the position and which are bona fide occupational qualifications which cannot be accommodated without undue hardship, with respect to the recruitment, examination or appointment of applicants, or in any personnel actions affecting employees, including compensation, training, promotions, educational opportunities, transfers, demotions, layoffs and disciplinary transactions. Any employee who feels

he/she or a fellow employee has been discriminated against should contact the Human Resources Department.

1.3.9 AMERICANS WITH DISABILITIES ACT AND THE AMERICANS WITH DISABILITIES AMENDMENTS ACT (ADAAA) POLICY

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the City of Panama City Beach to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). A qualified individual with a disability will be afforded the same opportunity to compete in the workplace based upon the same performance standards and requirements expected of persons who are not disabled.

The City has designated the Human Resources Director as the ADA Coordinator. Contact the Human Resources Director with any questions or requests for accommodation. Determining whether a reasonable accommodation is appropriate is an individualized process. Decisions will be made on a case-by-case basis, depending upon the individual involved and the essential functions of the job in question. No specific form of accommodation is guaranteed.

1.3.10 MODIFICATION FOR THE PHYSICAL AND MENTAL LIMITATIONS OR DISABILITIES OF EMPLOYEES AND APPLICANTS

The City of Panama City Beach will reasonably accommodate a qualified employee's or applicant's handicap/disability so he/she may be successfully employed, or continue to be employed, by the City in a reasonable manner in accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) Subpart B-8.11. Such reasonable accommodations shall be based upon an interactive process between the employees and the City and may be narrowly tailored to unique circumstances. They may include (1) making a facility used by employees accessible to, and useable by, individuals with handicaps/disabilities; (2) job restructuring; and (3) modification of equipment or services. Prior to undertaking such accommodation, the City will consider if such would impose an undue hardship in the conduct of the City's business. Factors to be considered shall include, but not be limited to, operational necessity, financial concerns, health and safety to others, and administrative burden.

1.3.11 POLITICAL ACTIVITY

Employees may participate in all aspects of political activities, as long as such participation does not interfere with their job performance and is conducted during off duty hours (§104.31, Florida Statutes). Police may vote in accordance with (§102.101, Florida Statutes. Employees may not participate in any political activities while at work, including the display of campaign materials in the workplace. Employees are precluded from wearing campaign buttons or campaigning while wearing any clothing with the City's logo or seal.

An employee may be a candidate for or hold public office only insofar as the candidacy or position does not conflict or interfere with the employee's regular employment with the City. No such political

activities will be undertaken by any person who disadvantages the functioning of City government. A City employee is prohibited from using City resources to aid or boost the political campaign of any elected public officer. This policy shall not be interpreted to violate the protected constitutional rights of the First Amendment or the impairment of any public officer or employee's civil rights to vote and to take part in political campaigns.

1.3.12 HARASSMENT POLICY

The City of Panama City Beach is committed to maintaining a work environment that is free from unlawful discrimination and harassment. Unlawful harassment, either intentional or unintentional, has no place in the work environment. Accordingly, it is and shall continue to be the policy of the City that its employees and their work environment shall be free from all forms of unlawful harassment and intimidation. The City prohibits unlawful discriminatory practices and harassment on the basis of race, color, religion, sexual orientation, gender, national origin, age, disability, marital status, veteran status, or any other reason prohibited by law, whether the harassment is caused by another employee, a supervisor, a visitor or any person. Conduct prohibited by this policy can include, but is not limited to, slurs, epithets, threats, derogatory comments, and unwelcome jokes which would make a reasonable person experiencing such harassment uncomfortable in the work environment or which would interfere with the person's job performance.

All employees have a responsibility for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it in writing to their immediate supervisor, Department Head or the City Manager. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee, subordinate, visitor or any other person will be subject to disciplinary action up to and including termination. Complaints concerning the City Manager, City Attorney or City Clerk may be presented to the City Council.

Retaliation against an individual who reports harassment or discrimination or participates in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported in writing immediately and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

1.3.13 SEXUAL & OTHER ILLEGAL HARASSMENT POLICY AND COMPLAINT PROCEDURE

Harassment is a form of predatory behavior in which a person targets another employee(s) relating to an individual's age, race, color, sex (including same-sex sexual harassment), religion, national origin, gender identity or expression, or sexual orientation, or disability. It constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, "sexual harassment" is defined, as in the Equal Employment Opportunity Council Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of

unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

This policy applies to all employees of the City working at all locations. All employees have an obligation to report sexual harassment—even if he or she is not the victim.

All workers, including supervisors and managers, will be subject to discipline, up to and including discharge, for any act of sexual harassment they commit.

Examples of Prohibited Conduct

Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body.
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.
- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.
- Sexual or discriminatory displays or publications anywhere in our workplace by our employees.
- Retaliation against an individual who reports harassment or discrimination or participates in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported in writing immediately to their department head and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

Responding to Violations of this Policy

If an employee believes that he or she has been subject to sexual harassment or any unwelcome sexual attention, he or she may address the situation directly and immediately to the harasser, if possible. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the alleged harasser directly, he or she should report the incident to his or her own supervisor or manager. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the situation with the supervisor or manager, he or she should report the incident to the Human Resources (HR) Director. If the Human Resources Director is not available or the employee is uncomfortable addressing the situation with the Human Resources Director, the employee may report the incident to the City Manager. Complaints concerning the City Manager, City Attorney or City Clerk may be presented to the City Council.

It is important to report any and all concerns of sexual harassment or inappropriate sexual conduct to the HR Director or a supervisor/manager as soon as possible. Management must be made aware of the situation so that it can conduct an immediate and impartial investigation and take appropriate action to remediate or prevent the prohibited conduct from continuing.

Employees who violate this policy are subject to appropriate discipline. If an investigation results in a finding that this policy has been violated, the mandatory minimum discipline is a written reprimand. The discipline for very serious or repeat violations is termination of employment. Persons who violate this policy may also be subject to civil damages or criminal penalties.

All inquiries, complaints and investigations are treated discreetly. Information is revealed strictly on a need-to-know basis. Information contained in a formal complaint is closely contained. All information pertaining to a sexual harassment complaint or investigation is maintained by the HR Director in secure files. The HR Director can answer any questions relating to the procedures for handling information related to sexual harassment complaints and investigations to complainants and respondents.

The City will not tolerate any retaliation against an employee for making a good faith harassment complaint or for cooperating in a harassment investigation.

Supervisors and employees will be subject to disciplinary action, up to and including discharge, for violation of this policy including, but not limited to, harassing or retaliating conduct, failure or refusal to cooperate in an investigation, or other actions contrary to this policy.

1.3.14 ELECTRONIC MAIL AND INTERNET ACCESS

Employees are provided access to the computer network to assist them in the performance of their jobs. Additionally, employees have a responsibility to use the City's computer resources and the Internet in a professional, lawful, and ethical manner. Abuse of the computer network or the Internet may result in disciplinary action, including possible termination, and civil and/or criminal liability. Employees expressly waive any right to privacy in anything they create, store, send or receive using the City's computer equipment. The computer network is the property of the City of Panama City Beach and may be used only for City purposes. Use of City computers, network, and email are subject to Florida's Public Record Laws.

1.3.15 EQUIPMENT AND PROPERTY ASSIGNED TO YOU

We have made a tremendous investment in our facilities and equipment in order to better serve our citizens and to make your job easier. Equipment such as a laptop, cell phone, projectors, MIFI, etc., may be assigned to you to facilitate our service to our citizens.

Except for the property/equipment specifically assigned to you for such purposes, no other property or equipment may be removed from the premises without the express permission of the City Manager or Department Head.

Your computer may be the most valuable item assigned to you. As well as being expensive to replace physically, your computer may contain valuable and sensitive data.

Equipment assigned to you is subject to monitoring. You should have no expectation of privacy with respect to the use of such equipment. Additionally, you may be asked to surrender the equipment with no notice for a variety of reasons including routine maintenance.

Requirements for safeguarding the equipment assigned to you include protecting it from theft. Always remove equipment from a vehicle when the vehicle is parked in a public location such as a restaurant or hotel. Never leave equipment in a vehicle overnight. Police vehicles must remove all weapons and laptop computers overnight.

Do not remove any inventory or property marking tags. Do not remove or disable any protective software.

Do not conduct personal business on a City owned device (cell phone, computer, etc.). A separate device must be maintained for personal use.

Additional safeguards include:

- Use strong passwords to protect the information stored on your computer.
- Use an uninterruptible power supply, when possible, so that blackouts, brown-outs and electricity spikes don't harm your equipment.
- Do not place liquids, magnets or hot items near your equipment.

Unless specifically authorized by the City manager or Department Head, assigned City property must be returned to its proper storage area at the end of each workday.

If equipment assigned to you is damaged, lost or stolen, report it to your supervisor immediately. You are responsible for the safekeeping of any City-owned equipment or property that is in your possession including the reasonable care to preserve the life of the equipment and to observe all safety precautions. Negligent care and safekeeping may subject you to disciplinary action.

1.3.16 MEDIA/SOCIAL MEDIA

Employees should not speak to the media on the City's behalf without authorization from the City Manager, Communications Director, or Department Head. All media inquiries should be directed to the Communications Director at City Hall.

At the City of Panama City Beach, we understand that social media can be a fun and rewarding way to share thoughts, photos and experiences with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City of Panama City Beach, as well as any other forms of electronic communication.

You are responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects the reputation and image of the City or your job performance, the performance of fellow associates or employees, citizens, customers, suppliers, people who work on behalf of the City of Panama City Beach or the City of Panama City Beach's legitimate business interests, may result in disciplinary actions, up to and including termination.

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Protect Confidential, Proprietary, and Sensitive Information at all times. Employees should not disclose or post information that is protected by law or that is confidential or proprietary to the City or its employees.

The City operates several social media accounts through City Hall, the Police Department, the Fire Department and Parks and Recreation. Sharing City content to your personal page as a means of promoting a City event or educating the public is perfectly fine but do not create a link from your blog, website or other social media platform to a City website without identifying yourself as a City employee. Express only your personal opinions. Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of the City, fellow associates, members, customers, suppliers or people working on behalf of the City. If you do publish a blog or post online related to the work you do or subjects associated with the City, make it clear that you are not speaking on behalf of the City. It is best to include a disclaimer such as "The postings on this site are my own and do not reflect the views of the City." Reporting false and misleading information to the Communications Director is also encouraged.

BEST PRACTICES FOR EMPLOYEES USING SOCIAL MEDIA

Employees have the First Amendment right to free speech, and thus, are not restricted in using personal social networking sites. It is recommended that these sites remain personal in nature to help ensure a distinction between sharing personal and organizational views. Employees may list their City position in their personal social media accounts, but they are not authorized to speak or comment on behalf of the City.

COMMUNICATION WITH THE PUBLIC

If a City employee is contacted by a resident or elected official on their personal social media account asking for the employee to respond regarding City business or in connection with the employee's position with the City, the employee should first forward the inquiry to the City Manager and Communication Director. There is no expectation that the employee should respond since this contact did not come through official channels. If an employee chooses to acknowledge an inquiry, he or she may state the following response:

Facebook: "Tagging @City of Panama City Beach, Government on your inquiry so the City Administration may respond to you directly."

Other platforms, such as Nextdoor: "Contact the City of Panama City Beach directly so the City administration may respond to you. You may submit your inquiry to the City at 850-233-5100 or visit www.pcbfl.gov.

IMPORTANT ITEMS TO KEEP IN MIND

It is recommended that employees keep their privacy and security in mind when engaging in personal social media use. Even with good security measures, the comments made (and how those comments may be interpreted) could be forwarded and accessible to others for a long time.

If an employee shares/retweets posts from official City social media platforms, they should be mindful that any statements made to accompany the shared post could be construed as being made on behalf of the organization.

If an employee chooses to post photos/live tweet/live stream information about an internal City meeting, staff training, or an employee-only event or activity, the employee must receive permission from the City Manager or Communications Director and all attendees.

Any employee who chooses to respond or conduct official City business or communication from a personal account is advised that City business and/or communications are public record and the employee, thus, bears the responsibility of complying with the Florida's Public Records Law, as well as applicable portions of the records retention schedule.

1.3.17 OUR LOGO AND BRANDING

This policy governs the use of the City's logo for any purpose and applies to all employees. Consistency in the use of our brand strengthens our value and our ability to be instantly recognized by our citizens and other stakeholders. Our logo may only be used in strict accordance with this policy and the graphics requirements of the approved brand. Our logo may not be altered or combined with any other mark or element. Our logo must appear prominently on all official communication and marketing materials such as brochures, letterhead and business cards. Please address questions to the Communications Director.

Any use of our logo, or brand in print and electronic materials including email and social media must conform to our brand requirements. Our logo may not be reproduced for personal or commercial purposes and may only be used for the conduct of official City business.

Our logo may not be used in any way that states or implies endorsement of a commercial product or service, gives a false impression, is misleading, or could cause confusion regarding the City's relationship with any person or entity.

Neither our name nor our logo may be used in any manner that could adversely affect our image or standing in the community. Such proscribed uses include, but are not limited to, the use of our logo in connection with alcoholic beverages, cigarettes or other tobacco products, sexually oriented products or services, religious products, political parties or organizations, gaming or games of chance, and firearms.

1.3.18 CELLULAR PHONE POLICY

The City provides cellular telephones to some employees as a business tool. They are provided to assist employees in communicating with management and other employees, their clients, associates, and others with whom they may conduct business. Cell phone use is intended for business-related calls. Personal business is prohibited on a city issued cell phone. Cell phone invoices may be regularly monitored.

City provided cell phones are subject to Florida's Public Records Law. All texts, voicemails, photos, emails, or other such recordings whether sent or received must be maintained on the cellphone or saved to the City's server. Do not use cell phones to record personal confidential information.

Excessive personal calls (including text messages) during the workday can interfere with employee productivity and be distracting to others. During paid work time, employees are expected to exercise discretion in using personal cellular phones. Limit personal calls during work time to no more than three calls of short duration per day as needed. Employees are expected to make personal calls on non-work time when possible. Texting should be kept to a minimum. Flexibility will be provided in circumstances demanding immediate personal phone use, but this immediate need should be communicated to the employee's supervisor. The City will not be liable for the loss or damage of personal cellular phones brought to the workplace. The City discourages employees utilizing their personal cell phones for conducting City business, as such use may subject such phone and any records related to such use to public inspection under Florida's Public Records Law, Section 286.011, Florida Statutes.

City-issued cellular phones shall remain the sole property of the City, and such phones and related records shall be subject to inspection or monitoring at any time. Employees in possession of City-issued cellular phones or accessories are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Except for good cause shown, employees unable to present the phone in good working condition within the time period requested shall bear the costs of replacement.

Employees have a duty to keep City issued phones charged and in good working order during work and on-call hours.

As a representative of the City, cell phone users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a cell phone.

1.3.19 USE OF CELLULAR PHONES IN VEHICLES

Employees are prohibited from reading or writing text messages or emails while driving. Employees are prohibited from placing or accepting phone calls while driving unless using a hands-free device. Police and Line Fire personnel are exempt when performing official duties are exempt by state statute. Employees are strongly encouraged to pull off to a reasonably safe location and safely stop the vehicle before accepting or placing a call, even in slow or stopped traffic. Never use a cell phone while operating equipment.

Employees who have been issued a City cell phone and whose job responsibilities routinely include driving and accepting of business calls in the field, will be provided hands-free equipment to facilitate the provisions of this policy.

Under no circumstances shall employees place themselves at risk in order to accept or place a phone call associated with City business.

Employees who are charged with traffic violations resulting from the use of a cellular phone while driving on City business may be subject to disciplinary action and personal liability resulting from such traffic violations.

1.3.20 WORKPLACE VIOLENCE POLICY

Violence, or the threat of violence, by or against any employee of the City of Panama City Beach is unacceptable and contrary to City Policy and will subject the perpetrator to serious disciplinary action and possible criminal charges. The City will work with law enforcement to aid in the prosecution of anyone outside of the organization who commits violent acts against the employees.

Unauthorized possession, use, or threat of use, of weapons or firearms is not permitted while on duty, or on City property, including in a City vehicle. This policy does not prohibit any employee from possessing a legally permitted firearm that is locked inside the employee's private motor vehicle on City property. The City will not ask if any employee has a firearm or undertake a search of any private vehicle to ascertain the presence of a firearm.

Any employee disregarding this policy will be subject to immediate termination.

Employees' conduct toward co-workers, supervisors or the public must be courteous, positive and appropriate for the work situation.

The following behavior is prohibited; however, this is not intended to be an all-inclusive listing of prohibited behavior:

- Fighting or malicious behavior while on or in City property.
- Fighting or assaulting a fellow employee or citizen.
- Threatening or intimidating management, supervisors, or fellow workers.
- Engaging in any form of racial, sexual, ethnic, or religious harassment.
- Engaging in horseplay, fighting, violence or any other action interfering with the work of other employees or service to the public.

- Using threats or profane or abusive language in dealing with the public, co-workers, supervisors or other persons contacted in business relationships, or otherwise provoking or abusing others in any way.
- The unauthorized use or threatened use of weapons or firearms while on duty.
- Harassing, terrorizing, threatening with physical violence or punishment, or otherwise forcing an employee to suffer embarrassing or degrading experiences.

Employees engaging in prohibited behavior are subject to disciplinary action up to and including termination from employment.

No employee acting in good faith, who reports actual or threatened violent behavior, shall be subjected to retaliation or harassment because of their report.

The Department Head is the Workplace Critical Incident Coordinator

1.3.21 SOCIAL SECURITY NUMBER COLLECTION POLICY

The City of Panama City Beach acknowledges that the Social Security number was not initially intended to be used for business purposes, but for the administration of the federal Social Security system. As a practical matter, Social Security numbers are now used extensively for identity verification purposes and other related purposes. Recognizing that Social Security numbers can be used as a tool to perpetuate fraud, the City will take the following precautions with Social Security numbers:

- We will periodically review our Social Security number collection policy to ensure it is in compliance with Section 119.071(5), Florida Statutes; and
- We will not use an individual's Social Security number for any purpose other than the purpose provided in the written statement;
- We will provide a copy of the written statement to any individual whose Social Security number is collected;
- We will not collect an individual's Social Security number unless we have stated in writing the purpose for its collection;
- We will not release an individual's Social Security number to anyone unless authorized by law.

Any City Department that obtains Social Security numbers for any purpose shall provide a copy of the following written statement to the individual whose Social Security number is collected. The written statement may be inserted into the condition of admission, a form, an invoice, or any other notice to the individual that would be appropriate.

The City of Panama City Beach collects your Social Security number for the following purposes: eligibility for employment; classification of accounts; customer identification and verification; credit worthiness; customer billing and payments; benefit processing; tax reporting, and any other lawful purpose necessary to conduct City business.

Social Security numbers are NOT public records but may be released to other governmental or commercial entities as required by law in Section 119.071(5), Florida Statutes.

SECTION II THE EMPLOYMENT RELATIONSHIP

2.1 EMPLOYMENT RELATIONSHIP AND CLASSIFICATION

In order to determine eligibility for benefits and overtime status, as well as to ensure compliance with federal and state laws and regulations, the City of Panama City Beach classifies its employees as shown below. The City may review or change employee classifications at any time.

2.2 DEFINITIONS

PERMANENT, FULL-TIME EMPLOYEE

Employees who are not in a temporary status, work a minimum of 30 hours weekly in a budgeted position and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package, are subject to the terms, conditions, and limitations of each benefits program, and may be classified as either exempt or non-exempt as applicable under the Fair Labor Standards Act.

PERMANENT, PART-TIME EMPLOYEE

Employees who are not in a temporary status, who work fewer than 30 hours a week in a budgeted position and maintain continuous employment status. Part-time employees are not eligible for benefits offered by the City except to the extent required by provision of state and federal laws.

SEASONAL EMPLOYEE

Employees who are hired to temporarily supplement the workforce or to assist in the completion of a specific project and are scheduled to work a full or part-time schedule for a limited duration not to exceed six (6) months or 1040 hours. Employment beyond any initially stated period does not in any way imply a change in employment status. Seasonal employees are not eligible for City benefits or pay increases.

EXECUTIVE EMPLOYEE

An executive employee is one elected or appointed to the position of Mayor or Councilor, and who performs duties prescribed by the Charter for such position, and whose time commitments vary from month to month. Executive Employees shall be eligible for salary and insurance benefits as more particularly set forth in the Charter or in accordance with City policies and to the extent required by provision of state laws. Executive employees are not subject to these personnel policies except where expressly stated.

2.3 ORIENTATION

Reporting to any new job can be a stressful experience. In order to help new employees become more familiar with their new surroundings, supervisors will work with them in getting acquainted with the more formal aspects of their job. As part of the orientation process, a representative of the Human Resources Department will explain the City's compensation program, payroll timing, benefit package, and Personnel Policies.

2.4 PROBATIONARY PERIOD

A probationary period of one year must be successfully completed by an employee to be tenured with the City. This allows time for new employees to adjust to their new job and provides the supervisor an opportunity to evaluate job performance. A probationary employee can apply for a transfer to another position or a promotion only after the completion of three months of continuous employment. An employee may be released from employment any time during the probationary period. Upon successful completion of the probationary period, all non-exempt employees gain regular status and are deemed a member of Civil Service. These employees are encouraged to become familiar with the Civil Service Rules, a copy of which may be obtained from the Human Resources Department or your Department Head.

2.5 TRAINING

It shall be the responsibility of the City Manager to provide and promote programs of training for employees for the purpose of improving the quality of service rendered to the public and aiding employees to equip themselves for advancement within the City.

2.6 SUGGESTIONS

The City Manager may establish a system for the receipt, acknowledgment, recording, and action on suggestions from employees for improving the City.

2.7 OUTSIDE EMPLOYMENT

Chapter II of the City's Code of Ordinances govern secondary or off-duty employment. A copy of the City's Code of Ordinances can be obtained at municode.com,

2.8 NEPOTISM POLICY

The City of Panama City Beach is committed to hiring and retaining highly qualified persons. At the same time, the City recognizes that, despite their qualifications, hiring and retaining close relatives of current personnel might raise serious questions regarding the objectivity – or appearance of objectivity – of work assignments, performance appraisals, and employee treatment. Therefore, immediate relatives shall be ineligible for employment with the City if there is a supervisory relationship. No application for employment, promotion, or transfer for persons who are related to another person in the same department will be considered by the City if there is a supervisory relationship. The term "related" as used in this rule means persons with the following familial relationships: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

No Civil Service Board Member shall participate in any review of a personnel action or the recommendation for hiring, promotion, or transfer concerning an applicant or employee to whom the Board Member is related.

2.9 DATING AND FRATERNIZATION

Non-supervisory employees are permitted to date, develop friendships, and form other consensual personal relationships with one another as long as such relationships do not impact their ability to perform their duties at a satisfactory level while at work. However, any such relationship that adversely affects the City's spirit of teamwork, productivity, or overall cohesion will be addressed through corrective or disciplinary action. Moreover, any unprofessional workplace behavior such as personal displays of affection (holding hands, kissing, etc.) that occurs because of personal relationships will not be tolerated and will be addressed accordingly. In contrast, supervisors will not be permitted to engage in dating, sexual, or other intimate personal relationships with employees over whom they have authority. Actual or perceived favoritism, misuse of authority, and unprofessional behavior may result from such relationships. Any such relationships should be promptly reported to the Human Resources Director for appropriate management.

2.10 WORK SHIFT ASSIGNMENTS

When employed, each employee is assigned a work shift in accordance with the particular operational requirements of his/her Department. Any changes to those shifts, except where specially noted otherwise, shall be at the sole discretion of management. A minimum 24- hour notice will normally be given in order to allow the employee to make the necessary personal arrangements

2.11 EXIT INTERVIEWS

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by the organization.
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

The City will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as reason for leaving, employee benefits, conversion privileges, repayment of outstanding debts to the City, or return of the City- owned property. Suggestions, complaints, and questions can also be voiced.

Employees will receive their final pay in accordance with applicable state law. Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

2.12 USE OF CITY VEHICLES

Some employees may be assigned a City-owned vehicle because of the nature of their jobs and are permitted to take them home after normal working hours in order to respond to emergency callouts. Employees assigned a City-owned vehicle or any equipment for work, are responsible for its proper use and maintenance. Any defects noted should be reported to the mechanic for repairs.

All City-owned vehicles must be operated according to the traffic laws of the City of Panama City Beach. Employees involved in an accident while driving a City-owned vehicle must do the following:

1. Assist any injured person;
2. Take the name and address of the other person (or persons) involved in the accident;
3. Notify the police - do not leave the scene until police arrive;
4. Do not admit fault;
5. Take the names and addresses of all witnesses present; and,
6. Notify your supervisor.

The primary use for a City –owned vehicle is for the purpose of City business. No unauthorized persons are allowed to ride in City-owned vehicles. Seat belts must be worn at all times by anyone driving or riding in a City vehicle, as well as by anyone conducting City business in their personal vehicle. No alcohol is permitted inside a City vehicle at any time unless being transported for evidence or use during an undercover operation. Employees are prohibited from using a mobile device, including a cell phone while driving, except when placing or accepting phone calls while driving unless using a hands-free device. Police and Line Fire personnel are exempt when performing official duties are exempt by state statute. Employees must maintain a valid Florida license and it will be checked throughout the year for validity. Employees must maintain weekly mileage reports.

The use of a City-owned vehicle which is not a qualified non-personal use vehicle, while On-Call is defined as a taxable fringe benefit (see IRS Publication 15-B for further details). The taxable value of this benefit will be included in the employee’s taxable income and reflected (for information purposes only) in Box 14 on the annual W-2.

2.13 UNIFORMS

Employees in certain jobs where uniforms are required may be furnished uniforms at no cost to the employee. Employees must return all uniforms when they terminate employment before the final paycheck will be processed. Uniforms not returned will be paid for by the employees.

2.14 PERSONAL APPEARANCE

It shall be the responsibility of all employees to represent the City of Panama City Beach to the public in a manner which shall be courteous, efficient, and helpful. City employees should always be well-groomed and dressed in a manner suitable for the public service environment and to reflect favorably the City's image. The employee's Supervisor will discuss the subject of personal appearance with the employee if it is felt it does not positively reflect the image of the City of Panama City Beach.

2.15 PERSONAL HYGIENE

Employees are expected to adhere to established hygiene requirements which ensure that employees are presenting themselves to the public appropriately, that the City is being properly represented as an organization, and that employees are being considerate of the coworkers. The following hygiene requirements are applicable to all employees.

- Maintain personal cleanliness by bathing regularly.
- Oral hygiene (brushing of teeth) is required.
- Use deodorant/antiperspirant to minimize body odors.

- No heavily scented perfumes, colognes and lotions. These can cause allergic reactions, migraines, and respiratory difficulty for other employees and guests.
- Trimmed fingernails.

Employees will not be compensated for any work time missed because of failure to comply with designated workplace grooming standards.

If an employee's poor hygiene or use of too much perfume/cologne is an issue, the supervisor should discuss the problem with the staff member in private and should point out the specific area to be corrected.

SECTION III DISCIPLINARY ACTION

3.1 INTENT

It is the intent of the personnel system that effective supervision and employee relations will avoid most matters which necessitate disciplinary action. The intent of the disciplinary process is to correct behavior, not to administer punishment. The purpose of the rules, and disciplinary action for violation of such rules, is not intended to restrict the rights of anyone but to ensure the rights of all and secure cooperation and orderliness throughout the City service.

3.2 DEFINITIONS

COUNSELING

Private discussion between the employee and supervisor, with or without the Department Head for the purpose of advising, reprimanding, or instructing the employee in a proper course of conduct.

WARNING

A statement to an employee that repetition of an act, specifically declared as a violation of City rules and regulations, may lead to further disciplinary action.

REPRIMAND

A disciplinary action consisting of a written statement of a discipline breach, an official action following lesser breach(es) of rules.

DISCIPLINARY SUSPENSION

Removal from active duty without pay for a specific period.

DISCHARGE OR DISMISSAL

Permanent removal from the payroll for cause, usually following a course of intermediate disciplinary steps, but, in certain instances, the result of a serious breach of conduct.

ADVERSE ACTION

An adverse action is a disciplinary action which results in dismissal, demotion, suspension or reduction in pay. Adverse actions may be appealed utilizing the Civil Service Board Procedures.

3.3 SUPERVISORY RESPONSIBILITIES

Whenever employee performance, attitude, work habits, or personal conduct fall below a desirable level, the employee's supervisor shall inform the employee promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. The severity of disciplinary action will be related to the gravity of the offense and specific mitigating factors related to a particular instance, and the employee's record of past performance,

Supervisors who know of or reasonably suspect a subordinate's violation shall take proper and reasonable action promptly. In some instances, employees may be guilty of minor rule infractions due to lack of understanding or unawareness of these rules. For this reason, departmental and City regulations are to be periodically reviewed in employee meetings and when infractions occur, the supervisor should promptly institute private discussion with the employee.

Supervisors, by virtue of their position are charged with knowing and enforcing the policies of the City. Supervisors shall diligently investigate complaints and shall actively monitor subordinate employees for compliance.

3.4 PROCEDURE

- A) The immediate supervisor shall have authority to warn employees of violations or discrepancies in their work performance, and to counsel with them to prevent repetition.
- B) In all cases other than initial warnings, full details of the action, including facts, counseling and penalty, shall be recorded on an Employee Discipline Record Form (Police officers and firefighters will follow the provisions set forth in Florida Statue 112 when applicable.). Copies of this form will be prepared for Human Resources, the employee and the department. In all such instances, forms will be signed by the preparing supervisor, the Department Head, and the employee will be given an opportunity to sign the form as indication that he/she has seen and read it, but not necessarily agreeing with it.
- C) In cases involving adverse action up to and including suspension, the supervisor or Department Head shall consult with the City Manager and Human Resources to review all relevant information and determine the appropriate disciplinary action. The Department Head or City Manager shall then prepare all relevant materials and present to Human Resources
- D) In cases involving termination, the Department Head's recommendation shall be presented to the City Manager following the completion of Step 1 herein.
- E) The City Manager shall consider the Department Head's recommendation and all relevant material in making a final determination. The City Manager may affirm, reduce or dismiss the recommendation of termination.

3.5 AUTHORITY

- A) Any employee of the City who is guilty of employee misconduct may be subject to disciplinary action.
- B) The City Manager or Department Head may bring charges of employee misconduct against any subordinate employee. An employee has the right to have a co-worker present during a disciplinary interview.
- C) No employee shall be fined a sum in excess of one month's compensation.
- D) No employee shall be suspended for a period in excess of thirty days.
- E) Procedures under this section do not apply to terminations resulting from Reductions in Force.
- F) The City Manager has the authority to discipline, demote, suspend and terminate an employee.
- G) The Civil Service Board shall be the sole authority vested with the power to review an adverse action within the provisions of these rules, against any employee within the Classified Service.

3.6 REASONS DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE

Causes for disciplinary action follow, but disciplinary action is not limited to the offenses listed.

- A) Incompetency, inefficiency, carelessness or negligence in the performance of duty;
- B) Does not meet job qualification standards;
- C) On or off duty misconduct that leads to arrest and conviction;
- D) Insubordination (refusal to obey an order or accept an assignment);
- E) Failure to report to work and being absent 3 successive days without proper notification;
- F) Excessive absenteeism or tardiness;
- G) Abuse, damage or theft of property;
- H) Negligent use or misuse of a City vehicle or equipment;
- I) Intentionally giving false statements in connection with the City;
- J) Violation of Civil Service Rules, City ordinances, administrative regulations or department rules;
- K) Use of illegal drugs, drinking alcoholic beverages or being intoxicated on the job (Exception for undercover Police Vice Operations);
- L) Unethical conduct on or off -the-job which reflects unfavorably on the City;
- M) Acceptance of gifts, gratuities, or loans as specifically forbidden in these rules;
- N) Loss of job requirements, i.e., loss of necessary license, that prevents an employee from doing the assigned job;
- O) Dishonesty, including falsification/omission of information on employment application or work record(s);
- P) Leaving work without permission;
- Q) Failure to use personal protective equipment or follow safety precautions/procedures;
- R) Endangering the safety of oneself or others through horseplay;
- S) Sleeping, loafing or loitering on the job;
- T) Harassment;
- U) Abusive/threatening language to a supervisor, coworker or member of the public;
- V) Fighting with, and/or displaying other abusive behavior towards, or threatening coworkers;
- W) Violation of Drug Free Workplace policy;

- X) Computer fraud/security violations;
- Y) Using City time/resources for personal gain;
- Z) Any behavior or conduct which negatively reflects on the City's image while driving a City vehicle or wearing a City uniform;
- AA) Unauthorized possession of a weapon while actively on duty. The only exception is law enforcement personnel; and
- BB) Possession of illegal drugs/alcohol in a City vehicle or on City property unless gathered for evidence or used for undercover Police Vice Operations.

3.7 MISDEMEANORS AND/OR FELONIES

Employees must immediately notify their supervisor and/or Department Head within twenty-four (24) hours if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead nolo contendere to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations. In most instances, the City will conduct its own investigations and take appropriate action. An employee arrested, charged, or indicted for a felony or misdemeanor, or accused by information of official misconduct or other serious criminal violation, may be placed on administrative leave (with or without pay) until the charge, indictment or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are completed, and all related administrative matters are concluded. Such a determination will be made by the City Manager in consultation with the Department Head and Human Resources. An employee on administrative leave may, at the City's sole discretion, be reinstated to the position held before being placed on administrative leave (if available), if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

3.8 COMPLAINT ADJUSTMENT

The disciplinary process is intended to provide employees with due process, information, feedback, and if necessary, an avenue of appeal through the Board of Civil Service Commissioners. Police officers and firefighters will also follow the provisions set forth in Florida Statue 112 when applicable. During the disciplinary process, the employee will receive copies of all reports and information relating to the alleged offense. All such information will become part of his/her personnel file. All information will be discussed with the employee by their Supervisor.

If an employee feels he has been judged unfairly, the employee is entitled to appeal, through the established chain of command, any disciplinary action. (Refer to the Civil Service Charter Section 6-12 page 6 for details.)

It shall be the policy of the City to attempt to resolve disputes which may arise between employees and their Supervisors, provide clarification or interpretation of the City's policies and procedures or resolve matters of perceived discrimination or harassment in an amicable, professional and systematic manner. The complaints of employees shall be addressed without fear of reprisal or retribution through the complaint adjustment process.

3.9 RESPONSIBILITY

- A. The immediate supervisor shall have authority to warn employees of violations or discrepancies in their work performance, and to counsel with them to prevent repetition.

- B. In all cases other than initial warnings, full details of the action, including facts, counseling and penalty, shall be recorded on an Employee Discipline Record Form. Copies of this form will be prepared for Human Resources, the employee and the department. In all such instances, forms will be signed by the preparing supervisor, the Department Head, and the employee will be given an opportunity to sign the form as indication that he/she has seen and read it, but not necessarily agreeing with it.
- C. In cases involving loss of time due to adverse action, the immediate supervisor shall counsel with the Department head to determine the proper action. The City Manager is to be consulted prior to final action to assure consistency in application of disciplinary action. The City Manager retains the right to alter or deny and proposed discipline.
- D. In serious cases which may take place at hours where the Department Head is unavailable and where immediate action is deemed necessary, the immediate supervisor is authorized to send the employee home for the balance of the workday, pending final action and a decision by the Department Head.
- E. In cases where time is lost or where dismissal is recommended, the supervisor, in conjunction with the Department Head and Human Resources, shall prepare materials for presentation to the Civil Service Board for a possible hearing.
- F. When an employee has committed an illegal act of major importance, the problem of discipline may pass from the hands of management to the law. Absences caused by legal entanglements extraneous of City employment may be granted as leave without pay.
- G. The City Manager is the only one who has the authority to terminate an employee.

SECTION IV EMPLOYEE DISPUTES AND COMPLAINTS

4.1 PURPOSE

- A) The primary purpose of a dispute resolution procedure shall be to determine what is right rather than who is right. Free discussion between employees and supervisors will lead to a better understanding by both of practices, policies and procedures which affect employees. This will tend to identify and eliminate conditions which may cause misunderstandings. The intended purpose is defeated if a spirit of conflict enters into the consideration of a dispute or complaint. Supervisors and employees alike shall recognize the true purpose of a dispute resolution procedure if it is to be of value in promoting the well-being of the City.
- B) Vital to the success of this policy is an alertness of all supervisory personnel to the importance of their being completely helpful to employees by objectively reviewing any job-related employee problems. Supervisors shall do everything possible to clearly and precisely understand the basis and nature of the problem, including cause and effect.
- C) It is important that these matters be resolved at the earliest opportunity and at the lowest level possible, in an expeditious fashion. The gathering of information, resolving problems and transmitting information shall be accomplished at the lowest possible supervisory levels.

4.2 DEFINITION OF A DISPUTE

A dispute is a cause of distress, such as an unsatisfactory working condition or relationship, between employees and/or supervisors. A dispute may involve a violation of the City's policies and may result in Adverse Action. Adverse actions (dismissals, demotions, suspensions and reduction in pay) are not subject to review as a dispute or complaint as there is separate procedure provided.

4.3 PROCEDURE FOR HANDLING DISPUTES

It is the intent of the City to be fair and reasonable with all employees at all times. However, in the relationship of employee to employee, or employee to employer, problems may develop. Fair handling of a problem or complaint cannot be given if an employee does not let appropriate management know about the problem. The City encourages the resolution of problems on an informal basis whenever possible. However, when a problem cannot be resolved informally, we will follow the following procedure.

- A) To provide a harmonious working relationship between the City and its employees, all disputes or complaints shall be presented in the manner hereinafter set forth. Police officers and firefighters will follow the provisions set forth in Florida Statute 112 when applicable.

Step 1: A complaint shall be presented in writing on forms provided by the City to the employee's immediate supervisor, within five (5) working days after an incident giving rise to a dispute takes place. The supervisor shall answer the complaint in writing within five (5) working days. If the employee, the supervisor and any other employees directly involved in the dispute are unable to resolve the complaint, the employee shall have the right to present the complaint to the head of the department for which he/she works in accordance with Step 2.

Step 2: If an employee is unable to resolve his/her complaint at Step 1, the employee may present his/her written complaint on the form provided by the City, to the head of the department or designee for which he/she works. The written complaint shall be presented within five (5) working days following receipt of Step 1 response with an explanation as to why the dispute could not be resolved at the preceding step. Within five (5) working days after receiving the written complaint, or at another mutually agreeable time, the Department Head shall meet with the employee to discuss the complaint and the Department Head shall issue a written decision within five (5) working days following the conclusion of such meeting. At any time during this process, the Department Head can take the complaint directly to the City Manager if necessary. If the employee is dissatisfied with the decision of the Department Head, he/she may then present the complaint to the City Manager in accordance with Step 3.

Step 3: If an employee is unable to resolve his/her complaint at Step 2, the employee may present his/her written complaint on the form provided by the City to the Human Resources Director. The written complaint shall be presented within five (5) working days following receipt of the Step 2 response with an explanation as to why the dispute could not be resolved at the preceding step. Upon receipt, the Human Resources Director shall initiate an investigation into the dispute and may request documents, interview witnesses, and enlist the assistance of the City Attorney. Upon completion of the interview, the Human Resources Director shall review the findings with the City Manager and the Department Head. Based on the investigation findings, the City Manager shall issue a written decision within five (5) working days.

which shall be binding upon the parties. Complaints concerning the City Manager, City Attorney or City Clerk may be presented to the City Council.

4.4 COMPLAINT INVESTIGATIVE PROCEDURES

1. An employee may be accompanied by another employee during all discussions of a complaint or dispute.
2. All employees of the City have an affirmative duty to cooperate with complaint investigations including, but not limited to, the following duties:
 - A. Upon request from the Human Resources Director, Employees shall submit for an in-person interview.
 - B. Employees shall provide honest and candid testimony and shall not withhold information relevant to the investigation.
 - C. Employees shall keep all information regarding the City's investigation confidential and shall not discuss the City's investigation with co-workers until the conclusion of the City's investigation.
3. Any employee who fails to cooperate with an investigation, withholds information, or otherwise takes actions which impede or obstruct an investigation shall be subject to disciplinary action up to and including termination.

4.5 WHISTLEBLOWER AND RETALIATION

The objective of this policy is to ensure that the City of Panama City Beach maintains an effective, easy-to-use process for employees to raise concerns regarding potentially unlawful or unethical behavior within the organization and that ensures protection against retaliation for the whistleblower.

Employees who know or suspect that the City has engaged in a violation of any law or policy of the City or of any gross mismanagement or other neglect of duty must provide such information regarding the known or suspected violation in writing to the City Manager, City Attorney, Human Resources Director or Mayor.

Employees who make a protected disclosure as described above will not be penalized in any employment action for engaging in any protected activity including: making a complaint, making a discrimination claim, participating in an investigation, taking protected leave, asking for an accommodation for a disability, and/or making a claim for Workers' Compensation.

It is the responsibility of all directors, officers and employees to comply with this policy and report concerns in accordance with this policy.

SECTION V HOURS OF WORK AND ATTENDANCE

5.1 HOURS OF WORK

The City Manager shall establish the hours of work in accordance with the needs of the City. Taken into account are the reasonable needs of the public who may be required to do business with various City departments. Generally, administrative offices observe an 7:30 a.m. – 4 p.m., Monday through Friday work schedule with a one hour break each day staggered to allow citizen access to departments throughout the day.

5.2 ATTENDANCE

In order to provide City taxpayers with proper services, it is necessary that employees come to work as scheduled and on time. Scheduled working hours are established for all City employees. Employees are expected to be at their assigned work area at the beginning of the work period. Reasonable allowances may be made when late arrivals cannot be helped, provided proper notice is given and late arrivals are infrequent and not abusive.

5.3 AUTHORITY FOR ABSENCE

No employee shall be absent from his/her regularly scheduled duties except by authority of his/her immediate Supervisor. Employees absent due to reasons beyond their control will be responsible for explaining their absence to their immediate Supervisor prior to the beginning of their shift. In cases where an extended absence or illness is expected, the immediate Supervisor shall have the authority to modify the above daily reporting requirements. Except in cases of leave incident to occupational disability, illness, FMLA, jury duty, military training, maternity or academic leave, all absences in excess of fourteen days must be approved by the City Manager.

5.4 SAFE HARBOR POLICY

It is the City of Panama City Beach's policy and practice to accurately compensate employees and to do so in compliance with all applicable State and Federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must correctly record all work time and review your paychecks promptly to identify and to report all errors. You also must not engage in off-the-clock or unrecorded work.

- A) It is a violation of the City of Panama City Beach's policy for any employee to falsify a time record, or to alter another employee's time record. It is also a serious violation for any City of Panama City Beach employee or supervisor to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time record to under- or over-report hours worked. Any violation should be reported to the Human Resources Department immediately.
- B) You should not work any hours outside of your scheduled workday unless your supervisor has authorized the unscheduled work in advance.

5.5 METHOD OF PAYMENT

The City of Panama City Beach utilizes direct deposit to pay all employees. If an error is discovered with a paycheck (whether overpayment or underpayment) the following procedure will be followed to correct the error:

- A) The incorrect paycheck will be voided and reissued as a paper check.
- B) The incorrect check will be debited from the employee's bank account.

5.6 TIMEKEEPING PROCEDURES

The City uses a time and attendance system that collects actual time entered by the employee using a time clock, smart phone application or computer. The time and attendance system and associated work records will become the official basis for recording hours worked for all employees of the City of Panama City Beach. Absence records (e.g., PTO) will also be recorded using the time and attendance system.

Unless otherwise notified, each employee is required by federal law and by The City to keep an accurate record of his or her hours worked each day. You will generally use the timekeeping system to record your beginning work time, the time you break for lunch, the time you return from lunch and the time you end the workday. Any other break from work for more than fifteen minutes must also be accounted for by using the timekeeping system to record the beginning and ending times of the break. We expect you to accurately record all of the time that you work for the City.

You are expected to begin work immediately following "clocking in." Additionally, if you perform any work when you are not "clocked in," you must immediately report that time to your supervisor.

If you forget to record your "in" or "out," notify your supervisor immediately so that the time can be accurately recorded in our system for payroll purposes. Any changes or corrections to your time record must be acknowledged, in writing, by you and your supervisor. You must still clock in/out and your time will be corrected by your supervisor or Department Head.

Under no circumstances may any employee clock in/out or otherwise record time for another employee.

It is the policy of our Organization that non-exempt employees will work only their assigned schedule unless they are provided with specific, prior approval for a schedule change or overtime. Reading, sending, or otherwise working on emails off work hours constitutes work and is strictly prohibited without such prior approval. Employees are responsible for monitoring the number of hours they are working each day/week. There will be disciplinary action taken if an employee works unapproved overtime.

No employee may "volunteer" their time or otherwise work "off-the-clock" and no supervisor or manager has the authority to require, permit or ask any staff to work hours without reporting them.

Employees violating any provision of this policy are subject to discipline, up to and including termination.

5.7 BIOMETRIC INFORMATION

The City may use biometric information (retina or iris scan, fingerprint, voiceprint, or scan of hand) for building access, office access, work time data collection or attendance data collection.

The City does not store your biometric information and collects it solely for legitimate work-related purposes. Once the need for the biometric data has been satisfied, such as when employment ends, the data is permanently destroyed.

By executing the handbook acknowledgement and using the biometric scanners in place at the City, you are providing your consent and authorization for the organization to use your biometric data for the specific purposes stated above.

5.8 REPORTING ABSENCES

To report an absence, an immediate supervisor or Department Head, must be notified prior to time set for beginning the daily duties. Employees in a department operating on a 24-hour basis must notify their department within the time limit established by the appropriate Department Head. An unauthorized absence of three consecutive days without proper notification may subject an employee to a voluntary termination for job abandonment. This provision may be waived by the City Manager if evidence is submitted that it was impossible to give such notification.

5.9 TARDINESS

- A) It is recognized that from time-to-time unforeseen emergencies may occur which may make it impossible for an employee to promptly report for work. In such emergencies, a Department Head, through his respective supervisors, may excuse the tardiness.
- B) Employees who are late without justifiable reasons, or who have a record of repeated tardiness, regardless of reason, may be subject to disciplinary action.

5.10 TERMINATION OR LEAVE OF ABSENCE DATES

When completing the Payroll/Change Request Form, the effective date of a termination (voluntary, involuntary, compulsory, or failure to return from an approved leave of absence) shall be the last day worked or the last day for which pay was received (e.g., time off with pay for personal illness). The start date of a leave of absence shall be the date following the last day worked or the last day for which pay was received, as in the preceding example. The leave ending date shall be the last day of the authorized leave period. Refer to Section VI, for types of leaves of absence.

5.11 ON-CALL/STANDBY

The Fire Department has On-Call/Standby guidelines and their employees will be paid according to those guidelines. Employees other than the Fire Department will receive "on-call" pay under the following guidelines:

- A) A non-exempt employee, who is assigned to be on-call for hours beyond the normal workday, shall be paid \$25.00 for each day assigned "on-call."
- B) If a non-exempt employee is "on-call" and is called into work, he or she must record all actual hours worked but will receive a minimum of two hours pay at the regular rate of pay or time and one-half for every hour actually worked over 40 hours in a work week as a result of being called into work. Multiple calls that run together are counted as one call for this provision.
- C) On a designated holiday, the employee will receive a minimum of two hours at the time and one-half rate of the employee's regular rate of pay.
- D) Employees "on-call" shall not engage in any personal behavior that would prevent them from performing their assigned or emergency duties.
- E) Employees that are assigned call shall either answer the call or return the call within 15 minutes of the time of the initial call to confirm receipt of the request and they are responding. Secondly, they shall be en route to location within 15 minutes of being called to the site of the issue without detour or stopping for personal purposes. Failure to respond within these timeframes shall render the employee ineligible for on-call pay for that day.

F) Employees must keep detailed and accurate records of work performed and are subject to verification.

G) If a non-exempt employee is "on-call" and is called into work and has not been issued a City vehicle to use, he/she will receive a minimum four hours pay. He or she must record all actual hours worked.

Additionally: All City employees are essential to the organization and are the most important part of the City service delivery system.

UTILITIES DEPARTMENT PERSONNEL ON-CALL

The following positions are eligible for On-Call/Standby Pay:

- Utilities Service Workers – 1st & 2nd On-Call
- Lift Station Mechanics - 1st & 2nd On-Call
- Electricians - 1st On-Call
- Instrumentation and Control Technicians - 1st On-Call
- Wastewater Facility Maintenance Workers - 1st On-Call
- Water Storage & Pump Station Operators - 1st On-Call

* Additional positions may be included in the policy as operational needs dictate, subject to the Utilities Director and City Manager approvals.

POLICE DEPARTMENT PERSONNEL ON-CALL/STANDBY PAY

The following positions are eligible for On-Call/Standby Pay:

1. Investigations
 - a. Non-exempt employees (Investigators) that are assigned to be on call for hours beyond the normal workday, shall be paid \$25.00 for each day assigned "on-call". Normal call out procedures shall still apply, e.g. two hour minimum, and all actual hours are still to be recorded in the City's timekeeping system.
2. K9
 - a. Non-exempt employees (K9 Officers) shall be paid \$25.00 for each day ONLY if it is that Officer's day off and no other K9 is assigned to the work schedule. Normal call out procedures shall still apply, e.g. two hour minimum, and all actual hours are still to be recorded in the City's timekeeping system.
3. Traffic Homicide Investigators (THI)
 - a. Non-exempt employees (Traffic Homicide Investigators) shall be paid \$25.00 for each day ONLY if it is that Officer's day off and no other THI is assigned to the work schedule. Normal call out procedures shall still apply, e.g. two hour minimum, and all actual hours are still to be recorded in the City's timekeeping system.

*** On-call Officers/employees shall not engage in any behavior that would prevent them from being able to respond and perform their assigned and/or emergency duties ***

ADMIN PERSONNEL ON-CALL/STANDBY PAY

The following positions are eligible for On-Call/Standby Pay:

One admin IT staff member shall be paid \$25.00 for On-Call/Standby Pay per day each weekend. This employee will be required to carry the IT support phone, answer, and provide support for any issues that arise on Saturday or Sunday. They will be paid for actual time worked if support can be provided remotely and subject to the two-hour minimum if required to drive into the office.

5.12 OVERTIME

- A) In any department, overtime may be authorized or directed only when it is in the interest of the City and is the most practicable and economical way of meeting unusual workloads or deadlines. Overtime may be directed and authorized by Department Heads for specific eligible classes of positions in accordance with guidelines approved by the City Manager. In the absence of approved guidelines, a Department Head shall authorize or direct overtime for a particular class of employees only after the approval of the City Manager has been obtained.
- B) Employees who incur overtime without prior approval shall immediately report such overtime to his or her Department Head. The Department Head may retroactively ratify any overtime incurred when he or she determines that the overtime was otherwise justifiable under this policy. Employees who incur overtime without such ratification may be subject to Disciplinary Action.
- C) The Fair Labor Standards Act requires that overtime at the rate of time and one-half the regular rate be paid for Hours Worked as follows:
- For regular employees, hours over 40 in a work week;
 - For fire protection employees, hours over 212 in a 28-day work period;
 - For law enforcement officers, hours over 86 in a 14-day work period.
- D) The Classification Plan shall prescribe groups of classes or types of positions which are exempt from overtime provisions.

5.13 SHIFT DIFFERENTIAL PAY

OBJECTIVE

It is the policy of the City of Panama City Beach to provide additional compensation for identified shifts within the Pier and Wastewater operations. This policy applies to any nonexempt employee working during the defined shift.

DEFINITIONS

Authorized Differential Position – Position/shift designated by the Department Head.

Shift Differential Pay – Payment of \$1.00 per hour for hours worked by an employee assigned to an authorized differential position.

Differential Hours –

Wastewater – 6:00PM – 6:00AM (Two shifts: 6 p.m. – 6 a.m. & 12 a.m. – 6 a.m.)

Pier – 11:45 p.m. – 9:45 a.m.

POLICY

The policy/procedure applies only to positions designated and approved as differential positions.

Shift differential shall apply to physical hours worked during evening and night shifts as defined for the department. If the work week consists of a combination of day and evening shifts, the differential will be paid only for the days of the scheduled defined shift. Shift differential pay will not apply to time off, such as holidays, personal time off, etc.

An employee temporarily assigned to work in an authorized differential position/shift (to which another employee is normally assigned) may receive shift differential pay for the shift worked. For example – coverage of an employee absence.

PROCEDURE

Employees assigned to a defined differential position/shift must clock in utilizing the Shift Differential Code. Employees clock in under this code as follows:

1. Log in to the clock via fingerprint
2. BEFORE CLOCKING IN – choose Edit Job Details
3. Touch the blue “Select” bar for a drop down of codes
4. Select SR (Regular-Shift 1)
5. Employee is now clocked in and can exit the system.
6. Clock out at the end of the shift.

Supervisors must identify employees assigned to qualified shifts by notifying the payroll department. Notification must be made during temporary assignments – this includes the date the assignment begins and ends. Failure to properly notify payroll could result in an incorrect payment of wages to the employee. The SR hours type code is a regular pay code which will calculate at the employee’s standard rate of pay.

The payroll department will attach the Shift Differential code to the eligible employee’s profile. This code will add \$1.00 per hour for each eligible hour clocked under the SR code. The employee will be able to see the total hours worked under the SR hours type code will match the dollars paid under the SR - add pay code.

SECTION VI LEAVES

6.1 ADMINISTRATION

- A) All leave must be recorded on the City’s timekeeping system and shall be recorded in 15-minute increments.

- B) Supervisory personnel shall be responsible for monitoring and confirming all time away from the job by employees under their jurisdiction, whatever the reason, so that the proper leave account may be charged or the employee paid only for the time actually worked. Any deliberate omission or falsification, by any employee or supervisor, of the information required by this section shall be adequate grounds for disciplinary action.
- C) Each paycheck earnings statement reflects the balance of employee leave. Employees are responsible for ensuring the accuracy of balances as shown on their paycheck statement. Any error in balances must be reported to Payroll within 14 calendar days after receiving the report; otherwise reported balances are assumed to be correct and shall stand.

6.2 PTO LEAVE

PURPOSE

The purpose of Paid Time Off, hereinafter known as PTO, is to establish a leave program that allows eligible employees flexibility in planning for and taking time off. PTO combines personal business or recreation, doctor appointments and unexpected absences such as personal illness or family illness, into a single system that simplifies accountability and tracking.

Accrual of PTO begins on the date of employment for all regular employees, and in most cases, ends with the date of separation. Regular employees for the purpose of PTO are all employees except part-time and temporary/seasonal status employees. PTO accrual for fractions of a month shall be prorated based on hours credited in a pay period. For the purpose of computing PTO taken, only normal working days/schedules are to be counted as leave.

PTO shall be earned based on the following schedule for regular employees who work 2,080 hours per year:

Less than 5 years of service	152 hours per year
5 – 9 years of service	176 hours per year
10 – 14 years of service	200 hours per year
15 – 19 years of service	224 hours per year
20 years or more of service	248 hours per year

PTO shall be earned based on the following schedule for Fire Rescue employees who work 2,756 hours per year:

Less than 5 years of service	204 hours per year
5 – 9 years of service	235.2 hours per year
10 – 14 years of service	268.8 hours per year
15 – 19 years of service	298.8 hours per year
20 years or more of service	331.2 hours per year

ELIGIBILITY

- A) All full-time employees are eligible to earn PTO.

B) Temporary or part-time employees shall not be eligible for annual leave.

USE OF PTO LEAVE

Employees shall begin accruing PTO on the beginning date of employment but shall not be permitted to use PTO until completion of three (3) months of employment. In some cases, a new employee may need to use time prior to completion of the 90-day waiting period, and this exception may be approved by the Department Head.

The employee shall charge absences from work to PTO according to the number of leave hours rounded to fifteen (15) minute minimum increments. The timeclock will read (0.25, 0.5, 0.75 or 1.0)

Human Resources will be responsible for the implementation and compliance of this policy. Any amendments made after the effective date will be made available to all employees of the City.

EXHAUSTION OF PTO LEAVE

When an employee qualifies for FMLA and the employee's PTO has been exhausted, any absences from work due to a medically certified illness or injury will be taken as leave without pay (LWOP) during which time no further PTO accrues.

If an employee has exhausted all FMLA and PTO and requests additional time off, the employee's supervisor may deny approval for the request. If the supervisor would like to grant the requested leave time, it must be approved by the City Manager.

APPROVAL OF PTO LEAVE REQUESTS

An employee must request PTO in advance in accordance with current timekeeping Policies and Procedures so conflicts may be avoided, and coverage assured. Approval of PTO is based on the needs of the department and is not guaranteed. Leave requests in excess of two consecutive weeks must be approved by the City Manager.

A maximum of 380 hours may be maintained into a PTO bank (440 for Line Firefighters). Upon completion of 6 months of service, employees in regular positions will be eligible for payment of accumulated PTO leave not to exceed 380 (440 for Line Firefighters) hours and any unused annual PTO leave in cases of separation from employment with the City. An employee with less than six months service is NOT eligible for PTO leave pay upon separation. If an employee has not completed one year of service, they are only eligible for 50% of accumulated PTO leave in cases of separation from employment with the City.

Excessive unscheduled absences, especially those occurring on the first or last day of the employee's work week/schedule, may result in disciplinary action up to and including termination.

If an emergency prevents prior approval of leave, the employee must contact his/her immediate supervisor by his/her scheduled start time to report the absence. If the immediate supervisor cannot be reached, the employee should contact and secure the approval of the designated supervisor next in line of authority or the employee's Department Head.

PTO ADVANCES PROHIBITED

No employee shall be allowed to use PTO that has not already been earned.

PTO RECORDS

PTO accumulation and usage records for all employees shall be maintained by the timeclock and Payroll. No PTO shall be granted except on the basis of such PTO records.

ANNUAL CASH OUT OPTION

Each December there will be an optional cash out of PTO. You must keep at least 40 hours of PTO in your PTO bank, but the City may purchase back at your current rate of pay between 40-80 hours annually, depending on your years of service. General Employees with 1-4 years of service can sell up to 40 hrs.; 5-9 years: up to 50 hrs.; 10-14 years: up to 60 hrs.; 15-19 yrs.: up to 70 hours; 20+ yrs.: up to 80 hrs. Fire Employees (2,756) with 1-4 years of service can sell up to 53 hrs.; 5-10 years: up to 66 hrs.; 11-14 years: up to 79 hrs.; 15-19 yrs.: up to 92 hours; 20+ yrs.: up to 106 hrs.

Requests for Cash-out must be received no later than December 1st and will be paid on the first available payday in December (Should the first pay date in December be scheduled for December 1st, the Cash-out will be paid by the following pay date).

6.3 SICK LEAVE BANK (SK1)

This section applies only to those employees who have banked sick leave hours remaining prior to the conversion of the sick leave program on June 1, 2017.

When using these hours, they shall be charged in fifteen (15) minute minimum increments. Should holidays occur during the sick leave period, the holidays shall not be chargeable to banked sick leave.

To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or Department Head prior to his/her scheduled start time to report the absence. An employee operating on a 24-hour basis must notify the department within the time limit established by the department. This provision may be waived if the employee submits evidence that it was impossible to give such notification. The Department Head may request a physician's statement to verify the illness of an employee or member of an employees' family.

Sick Bank hours may be used when all PTO has been exhausted and the employee is still out for the reasons listed below:

Personal injury, pregnancy, illness, or disability not connected with work and also for workers' compensation and reasons granted under FMLA.

Medical, dental, optical or chiropractic examination or treatment.

Exposure to a contagious disease which would endanger others as recommended by a physician.

Illness of a member of the employee's immediate family which requires the personal care and attention of the employee. The employee's immediate family shall include the following for either the employee or spouse: parent, sibling, spouse, children, nieces, nephews, stepparent, stepchildren, stepsibling, half-

sibling, father and mother-in-law, brother and sister-in-law, daughter-in-law, son-in-law, aunts, uncles, grandchildren and grandparents.

Banked sick leave shall not be paid if an employee submits a resignation and then prior to the last day of work requests sick leave bank hours, unless a medical certificate is provided certifying that such absence was occasioned by illness that prevented the employee from working. Likewise, employees who have officially provided a future retirement date shall be allowed to use no more than ten (10) days of banked sick leave per calendar year in order to maintain workforce integrity. Additional time may be granted with proper medical certification.

6.4 SICK LEAVE POOL

The City sick leave pool allows participating full-time employees to pool leave for use on the depletion of their personally accrued PTO promulgated by the City. You may become a participant in the Pool if you meet the following criteria.

- Completed 12 months of continuous service with the City as a full-time employee
- Have a minimum of 120 hours of PTO accumulated at the time of application
- Be actively at work (not currently on sick leave) and verify that they do not have any knowledge of an existing health condition that would result in their being unable to work in the future.

Open Enrollment takes place in January of each year.

Please see the Human Resources department for more information.

6.5 FAMILY AND MEDICAL LEAVE

In accordance with the federal Family and Medical Leave Act of 1993 (FMLA), The City of Panama City Beach has adopted a Family and Medical Leave Policy. An employee who has exhausted FMLA leave may still be eligible for other types of leave provided in this Handbook.

The City of Panama City Beach may allow eligible employees (as defined in the full policy available in the Human Resources Department) to take up to 12 weeks of leave in a consecutive 12-month period in certain family and medical situations. For example, an employee taking six (6) weeks FMLA leave on January 5, and an additional six (6) weeks FMLA leave on March 1st, is not entitled to additional Family and Medical Leave until January 5 of the following year.

6.5.1 FAMILY AND MEDICAL SITUATIONS FOR WHICH LEAVE MAY BE GRANTED

The FMLA allows eligible employees to take up to 12 weeks of unpaid leave per year. In order to be eligible for FMLA, the employee must have been employed by the City of Panama City Beach for at least 12 months and actively worked 1,250 or more hours for the City during the 12-month period immediately preceding the date the FMLA leave would begin.

A) Leave meeting the following conditions shall constitute FMLA leave:

- 1) The birth of a child of an employee and leave is to care for the child.
- 2) The placement of a child with the employee through adoption or foster care.

- 3) To care for an employee's spouse, child or parent who has a serious health condition. A child, for purposes of this paragraph, includes a child who is a biological, adopted, or foster child, step-child, legal ward, or child for whom the employee acts as a parent, who is under eighteen (18) years of age or eighteen (18) years of age, or older and is incapable of self-care because of a mental or physical disability.
 - 4) A serious health condition of an employee, which renders him/her unable to perform the essential functions of his/her position.
 - 5) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.
 - 6) A qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) as a member of the National Guard or Reserves in support of a contingency operation as defined under 29 C.F.R. § 825.126.
- B) To take FMLA leave, you must provide the City with appropriate notice. If you know in advance that you will need FMLA leave, you must notify your supervisor or the Human Resources Department at least 30 days in advance. If you learn of your need for leave less than 30 days in advance, you must give notice as soon as you can (generally either the day you learn of the need or the next workday). When you need FMLA leave unexpectedly (for example, if a family member is injured in an accident), you must inform your supervisor or the Human Resources Department as soon as you can.
- C) Qualifying FMLA leave shall run concurrent with any other paid or unpaid leave for which an employee qualifies. An employee out on FMLA leave must concurrently use any accrued PTO.
- D) The Human Resources Department will guide you in completing the appropriate forms for the leave.

6.6 BREAK TIME FOR NURSING MOTHERS

The Federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The City will provide a place for the employee to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged, or in any other manner discriminated against, in exercising their rights under this policy.

6.7 HOLIDAY LEAVE

A) All City employees shall have the following holidays with pay each year:

- | | |
|-----------------------------------|------------------------------------|
| 1) New Year's Day | January 1 st |
| 2) Martin Luther King Jr Birthday | January (3 rd Monday) |
| 3) Presidents Day | February (3 rd Monday) |
| 4) Memorial Day | Last Monday of May |
| 5) Independence Day | July 4 th |
| 6) Labor Day | September (1 st Monday) |

7) Veteran's Day	November 11 th
8) Thanksgiving Day	November (4 th Thursday)
9) Friday following Thanksgiving	
10) Christmas Eve	December 24 th
11) Christmas Day	December 25 th
12) New Year's Eve	December 31st
13) The Employee's Birthday	Floating

B) Applicable rules for holiday leave are as follows:

- 1) Employees not required for emergency, health, or security reasons who work on the days designated for the above-listed holidays will be given time off and paid the daily equivalent of their regular pay.
- 2) Should a holiday fall on an employee's unscheduled workday, the employee will be compensated by payment eight (8) hours in lieu of the time off.
- 3) Employees who, by the nature of their assignments are required to work during holiday observance, will be paid eight (8) hours for the holiday in addition to pay for the time actually worked.
- 4) To be eligible for holiday pay, the employee must work his/her last full scheduled day prior to the holiday and his/her first full scheduled day immediately following the holiday except when the employee is on approved leave.
- 5) Employees on approved leave, during periods when recognized holidays occur, will not have the day of the holiday charged against their other leave account but will be paid eight (8) hours pay for the holiday instead.
- 6) For those not required to work on the holiday, the equivalent of eight (8) hours pay will be used for the purpose of this holiday policy.

For Example: Wastewater Department employees who work a ten (10) hour, four-day, forty (40) hour basic work week, the equivalent of one day's pay shall be eight (8) hours pay for employees who do not work on the holiday. Wastewater Department employees who do work on the holiday will be paid eight (8) hours in addition to being paid for hours actually worked.

- 7) Should a holiday fall on a Saturday, then the Friday preceding such holiday shall be the day declared off for such purpose, and, if such holiday shall be on a Sunday, then the following Monday shall be the day declared off for such purpose. In the event the dual holidays of Christmas Eve and Christmas Day should fall on Friday and Saturday, Saturday and Sunday, or Sunday and Monday, then Friday and the following Monday shall be the days declared off for such purpose.

6.8 BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family, all regular full-time employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. The City may require verification, in the form of a death certificate or copy of a published obituary, of the need for the bereavement leave.

Immediate Family Defined for Bereavement Leave:

Immediate family members are defined as an employee's spouse, domestic partner*, parents, stepparents, sisters, brothers, children, stepchildren, child's birthparent, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

* Domestic partner means an employee's partner in a committed, intimate relationship evidenced by at least one (1) year of cohabitation.

6.9 MILITARY LEAVE

Military leave of absence occurs when an employee leaves his/her job to enter military service. Such employees are guaranteed re-employment rights and other pay and job protections under federal law. Upon completion of military service, employees are entitled to be restored to their former jobs with full seniority, or to a position offering the same pay, rank and seniority. Along with protecting the employee's pre-service rate of pay, federal law mandates that returning service personnel be given any general increases, length-of-service, or cost-of-living pay hikes they would have received had their employment not been interrupted by military duty.

Military leave may be granted upon the following conditions:

- A) The employee has received notification from proper authority or voluntarily enlists in military service.
- B) A verified copy of the official notification of induction, or recall, to military service is presented to the City prior to the taking of such leave. A record of this notice will be placed in the employee's Human Resources file.
- C) In accordance with Section 115.07, Florida Statutes, an employee who is a member of the National Guard, or in an organized military reserve of the United States, will be granted a leave of absence with pay not to exceed a maximum of two-hundred and forty (240) working hours during each calendar year when they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. Leaves in excess of the above shall be charged as annual leave or leave without pay.
- D) In accordance with Section 115.14, Florida Statutes, reservists who are called to active military service will receive full pay for the first 30 days on active duty. The City shall continue to provide all health insurance and other existing benefits to such employees as required by law.
- E) Upon resumption of active employment with the City, the employee will be given credit for acceptable service performed prior to entering the military for length of service purposes, and

for pension purposes when the pension law is complied with. Employees shall be given benefit of any range increases granted for the position vacated during military absence.

6.10 CIVIL LEAVE

- A) An employee shall be given time off without loss of pay when performing jury duty, when subpoenaed to appear before a court, public body or Council, or when performing emergency civilian duty in connection with national defense.
- B) Supplementary pay received by jurors or witnesses for such duties will become the property of the employee rendering the service.
- C) Witness fees received for services performed in-the-line-of-duty while the employee is on full pay status shall be turned over to the City.
- D) Leave for court attendance when the employee is engaged in personal litigation shall be charged to the employee's PTO Bank.
- E) Employees are expected to report back to their supervisor for active work on any such days when the employee is excused by the court in time to work as much as fifty percent (50%) of the remaining workday.
- F) Documentation (a copy of your summons) should be provided to your supervisor.

6.11 PARENTAL LEAVE

PURPOSE

The purpose of Paid Parental Leave (PPL) is to enable employees to care for and bond with a newborn, newly adopted, newly placed foster child, or with a child newly placed in the employee's guardianship, or in loco parentis without depleting all of the employees PTO. New parents often return to work with little to no PTO which can lead to hardships when parents need time off in the future.

ELIGIBILITY

Regular full time and regular part time employees, regardless of gender, who meet the hours and service eligibility requirements under the FMLA, are eligible for Paid Parental Leave. An employee must have worked for the City for at least 12 months and worked at least 1,250 hours during the 12-month period preceding the leave comparable with current FMLA laws.

An eligible employee includes a mother, father, legal guardian or individual who is in loco parentis at the time of the birth or date of the adoption. An eligible employee will be required to furnish proof of status of in loco parentis or legal guardianship.

Surrogate mothers are excluded from coverage under this policy as well as parents who elect to place their newborn child/children for adoption or whose newborn child/children is involuntarily placed in foster care.

PAID PARENTAL LEAVE BENEFIT

Paid Parental Leave may be up to 1 weeklong and must be utilized on a continuous, consecutive basis within the first 3 months following the birth, adoption or placement of the child. Any unused PPL shall be forfeited at the end of the allowed period.

Parental leave will not be counted as time worked for purposes of calculating overtime pay and will not be eligible for any shift differential.

If a holiday occurs during paid parental leave, the employee will receive Holiday Pay instead of PPL, but a holiday does not extend the duration of the leave.

PAID PARENTAL LEAVE AND THE FMLA

PPL runs concurrently with leave under the FMLA. The leave will be counted toward the 12 weeks of FMLA leave in a 12-month rolling period. All other requirements and provisions under the FMLA will apply. Please refer to the Family and Medical Leave Policy for the guidelines.

After the PPL benefit is exhausted, the balance of FMLA leave will be compensated through the employee's accrued PTO, if available. If an employee exhausts all PTO hours and chooses to remain on qualified FMLA leave, the remainder of the FMLA leave will be unpaid and there will be no further accrual of PTO hours as per the policy manual.

LENGTH AND USE OF PAID PARENTAL LEAVE

Employees are only eligible for one week of PPL in a rolling 12-month period, regardless of whether more than one birth, adoption or placement occurs within that rolling 12-month time frame.

If both employees work for the City, under FMLA, there is a combined 12-week limit. Each employee is also entitled to a one-week PPL period which will run concurrently with FMLA. The two one-week parental leave periods can be shared or staggered, but in no case will the combined parental leave extend beyond the 3-month period following the birth, adoption or placement of the child.

Employees are not authorized to work at any other employment during paid parental leave. Upon separation of employment, employees will not be paid for any unused paid parental leave.

CONDITIONS OF REPAYMENT OF PAID PARENTAL LEAVE

If it is determined that an employee has abused or falsified information, or was otherwise not eligible for leave, the employee will be required to repay any leave previously approved and will be subject to disciplinary action up to and including termination.

If the employee does not return to work after the expiration of the PPL and FMLA leave, the employee will be required to reimburse the City in an amount equivalent to the value of the PPL taken. Reimbursement will be from the employee's personal funds or through deduction from the employee's final paycheck if the balance is sufficient to cover the amount owed, or through a combination thereof.

Exceptions for repayment must be approved by the City Manager or his/her designee.

APPROVAL TO USE PAID PARENTAL LEAVE

Employees should give their supervisors at least 30 days advance notice, or as much advance notice possible as circumstances permit of the need to use PPL. Upon notifying their supervisors, employees must submit a completed "Request for Paid Parental Leave" form to the Human Resources Department.

Upon receipt of the completed Request for Paid Parental Leave form, the Human Resources Department will provide the employee with an FMLA packet.

The FMLA Certification by Health Care Provider for Employee's Serious Health Condition (WH-380E) or Family Member's Serious Health Condition (WH-380F) form must be completed and submitted to Human Resources for review and approval.

An employee will be required to furnish applicable documentation for a newly adopted child, a foster child, or a guardianship, including in loco parentis from the respective agency. Some examples of required documentation would be a letter from an adoption agency or attorney handling the adoption, Petition of Adoption, Adoption Decree, a letter from the State agency handling foster care placement, etc.

Once approved, the employee will receive written notification from the Human Resources Department or their department.

6.12 LEAVE TO TAKE EXAMINATIONS

An employee may be granted leave with pay while taking examinations before a Federal, State or other governmental agency, provided such examinations are pertinent to City employment.

6.13 DOMESTIC AND SEXUAL VIOLENCE LEAVE

The City of Panama City Beach may grant Domestic or Sexual Violence Leave to eligible employees as provided by law. An eligible employee may, upon presentation of appropriate documentation, be granted up to three (3) workdays of domestic or sexual violence leave for the purposes specified in Florida Statue 741.313 if the employee or a household member of the employee is a victim of domestic or sexual violence.

- A) Eligible employee means an employee who has worked for the City for at least three calendar months before the date of the requested leave and who can establish the need for leave as outlined under the law.
- B) Domestic or Sexual Violence Leave means up to three workdays of leave available for an eligible employee's use for the purposes outlined in Florida Statue 741.313 in any one 12-month period. Unless an employee has paid leave available, Domestic or Sexual Violence leave shall be unpaid.
- C) Leave is requested in the timekeeping system as Leave Without Pay with an email to payroll requesting Domestic and Sexual Violence Leave. This is for confidentiality purposes. Except in cases of imminent danger to the health or safety of the employee or the employee's family or household member, advanced notice of the need for leave is required.
- D) The documentation of requests for domestic or sexual violence leave, and other documents that contain personally identifying information regarding this leave are exempt and confidential and not subject to disclosure under Florida Statutes Chapter 119 (Florida Public Records Law).

All questions regarding Domestic or Sexual Violence Leave should be asked of the Director of Human Resources.

6.14 LEAVE OF ABSENCE WITHOUT PAY

- A) The City Manager may grant a full-time regular employee a leave of absence without pay up to six (6) months in length, under circumstances warranting such action.

- B) Failure of an employee to return to duty upon the expiration of leave without pay shall be interpreted as a resignation. Leave without pay shall be granted only when it will not result in harm to the interests of the City service.
- C) An employee shall return from leave without pay to the same salary position in the pay grade as at the time of commencement of leave.
- D) Retirement credit may be maintained, if permissible in the plan in operation, provided the employee pays both his/her and the City's share of the retirement plan premiums.
- E) Health, dental, and life insurance group membership may be continued. If the various group insurances are available to the employee, he/she will pay the total cost of the group insurance premium.
- F) An employee returning from a leave of absence without pay shall be entitled to employment in the same department, in the same or equivalent class where he/she was employed, when leave began.
- G) Employees on unpaid leave are not entitled to continue accruing paid leave benefits. This includes employees who are receiving income replacement benefits such as short-term disability, long-term disability or workers' compensation. However, employees on eligible military leave or family medical leave may use earned PTO time while on the approved leave of absence.
- H) When an employee is out on leave without pay that is protected by the Family and Medical Leave Act (FMLA) or Uniformed Services Employment and Reemployment Rights Act (USERRA), that employee will continue accruing paid leave as long as the employee is using earned annual leave. If an employee on FMLA or military leave uses all paid annual leave in accordance with the City's Leave Policy and remains unable to return to work, then the remainder of the FMLA or military leave will be unpaid. During the period of unpaid FMLA or military leave, the employee will not continue to accrue paid leave, consistent with the City's policy for all types of unpaid leave.
- I) A leave without pay of less than 30 days will not constitute a break in service with the exception of employees on approved military leave as protected under USERRA.

Employees returning from a leave without pay must:

- No later than two weeks prior to their scheduled date of return, confirm to their supervisor their date of intended return to active employment. Any request to change their scheduled date of return or intention to resign should be reported as soon as known.
- Those employees returning from a medical leave of absence shall furnish a signed letter from their personal or treating physician, indicating the employee can resume his/her employment. Arrangements may be made with the Civil Service Office, through their Department Head, to have them examined by a designated City chosen physician before returning to work.

Employees on leave without pay will be terminated if they have:

- Failed to furnish a true statement of the reason for leave or required official documentation.

- Accepted other employment while on leave unless a specific request has been applied for and approved in writing.
- Failed to return to work at the expiration of leave or by falsifying actual date of return.

6.15 DISABILITY

Short-Term disability is provided to all permanent full-time City employees after 90 days of service at 66.67% of pay and Long-Term Disability at 60% of pay. Short-term disability coverage is effective on the 8th calendar day after an illness or injury until the 90th day; Long-term disability coverage is effective on the 91st calendar day after an illness or injury until the Employees Social Security Normal Retirement Age.

An employee who is temporarily disabled because of a non- work injury may choose to supplement their check using accrued PTO for each day he/she is disabled. The total cannot exceed 100% of pay. This option shall include the seven days following the date of injury, as well as the remaining period of disability for the injury. PTO leave will not accrue during the period of disability is none is being used.

6.16 VOLUNTEER TIME OFF (VTO)

Per City Resolution 20-133, effective January 1, 2021, the City will allow permanent full-time employees up to 24 hours of paid leave each calendar year, and permanent part time employees up to 12 hours of paid leave each calendar year, to participate in volunteer service to Bay District Schools or other political subdivisions, or 501(c)(3) organizations (i.e., nursing homes, boy scout/girl scout activities, parks, healthcare, arts, food pantries or other community-oriented activities). Employees will be paid at their normal pay rate for the volunteer hours. VTO cannot be accrued or carried over into the following year.

All permanent full time and part time employees are eligible to participate in this program after 90 days from date of hire. VTO must be requested at least 7 days prior to the requested time off and approved by the employee's Supervisor. The City may request documentation confirming the organization being served, and the time and work being volunteered. City work demands shall take priority over the Volunteer Service Leave, and Volunteer Service Leave may be denied for this reason.

Employees shall not be eligible to participate in the Volunteer Service program if the employee is on a Performance Improvement Plan (PIP), the employee misuses the Volunteer Service Leave, or the Volunteer Service Leave Policy is discontinued or suspended by Resolution of the City Council.

SECTION VII SAFETY

7.1 RESPONSIBILITY FOR SAFETY

The City of Panama City Beach has a sincere concern for the safety and welfare of its employees and the public it serves. The City has an obligation as an employer, to provide safe working conditions for employees and, as a government service organization, to provide a safe environment for the public that uses its services.

Employees are charged with the responsibility of cooperation with, and supporting, safety program objectives. As a condition of employment, employees are expected to adopt the policy that the safe way of performing a task is the most efficient, and the only acceptable way of performing it.

Employees who continue to perform unsafe acts may be disciplined.

7.2 REPORTING OF ACCIDENTS

- A) Each incident involving bodily injury, sustained on-the-job by a City employee, shall be reported to the employee's supervisor during the course of the shift in which the accident occurred. In cases of severe injury or extreme emergencies, the injured employee should be taken to the nearest hospital emergency room. An injured employee who requires medical care that is not considered an emergency should be taken to a facility approved by the City.
- B) Upon notification by the employee or his supervisor, each department will initiate the proper State Compensation forms as required (these are mandatory in all cases where medical expense has been incurred, regardless of lost time) and notify the Human Resources Department.

7.3 WORKERS' COMPENSATION BENEFITS

Workers' Compensation laws provide that payments may be provided for employees who suffer a job-related injury to cover any medical expenses, loss of income, or permanent disability resulting from the injury.

7.3.1 LOST TIME INJURIES

- A) If a work injury results in an inability to work, the employee will be responsible for the employee's salary or wages for scheduled work time during the first seven calendar days after the employee is seen and taken off work by the approved provider or the emergency room and begins to lose time. The date of the injury will be paid by the City. In the event time is only missed intermittently because an employee must attend a doctor's appointment, have tests, or attend treatment, such as physical therapy, the City will continue to pay the employee's salary or wages up to a maximum of 40 hours of scheduled work time, provided that treatment is from an approved provider. Shift personnel in the fire department may receive up to a maximum of 56 hours. No personal leave account will be charged for this time lost.
- B) Subsequent to the first seven calendar days of time lost, an employee will be compensated according to law, with payments to be made by the insurance company underwriting the City's Workers' Compensation program.
- C) Subsequent to the first seven calendar days of time lost, the City will pay elective benefit deductions from available PTO accruals as authorized by the employee. Failure to maintain elective benefit deductions will result in a loss of coverage.
- D) An employee who is totally or partially disabled because of a compensable work injury may choose to supplement his or her income up to 100% of their normal rate of pay through the use of accrued PTO.

7.4 DRUG FREE WORKPLACE

It is the objective of the City of Panama City Beach to provide safe and effective public service. To meet this objective, the problem of drug and alcohol abuse must be identified, confronted, and defeated. The City participates in the Drug Free Workplace Program under Chapter 440 of the Florida Statutes in order to provide a safe place for its employees to work and to promote a drug-free community. Thus, any evidence of possession of, or being under the influence of, alcoholic beverages or drugs while on City property, or any work site at any time, is a serious violation of this policy and may subject the employee

to corrective action, up to and including immediate discharge. Police officers transporting evidence or working on undercover Vice Operations or major callouts are exempt.

For the purposes of this policy, "drug" shall mean alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph; or any drug which (a) is not legally obtainable; (b) may be legally obtainable but which has not been legally obtained; or c) is being used in a manner or for purposes other than as prescribed or intended.

Illegal drug use, whether on or off the job, may adversely affect an employee's job performance, jeopardize the safety of other employees, the public and the reliability of the City's operations and/or equipment.

An employee will be required by his or her Supervisor to submit to a blood/urine or other test for alcohol or illegal drugs if reasonable suspicion exists to believe the employee is under the influence of alcohol or drugs. Other testing maybe required as set forth in the City's Drug and Alcohol Policy and any separate drug testing policy or program implemented and approved by the City Council. Employees who are directed to submit to tests for alcohol or illegal drugs under these circumstances and who refuse or fail to submit to these tests when and as directed, will be subject to immediate termination. Employees who test positive, as determined by the City and in accordance with Chapter 440 of the Florida Statutes, may be subject to immediate termination.

Employees who are convicted or sentenced for on or off the job illegal drug activity will be considered in violation of this policy and may be subject to termination of employment. Employees in safety sensitive or special risk positions shall be subject to modified rules as provided by Florida Statutes.

Employees must notify their Supervisor when under medically prescribed treatment with a controlled substance that may limit their ability to perform their job. Verification of required medication under these circumstances will be submitted by providing a prescription copy or physician's statement showing medication required and dates of use. Failure to do so will result in appropriate disciplinary action.

7.5 SMOKE-FREE WORKPLACE

The City of Panama City Beach prohibits smoking (including e-cigarettes) in all locations in order to provide and maintain a safe and healthy work environment for all employees. This policy applies to:

- A) All City buildings, including lobbies, restrooms, hallways, stairwells, employee eating areas, conference rooms, all open-air balconies, and entrances and exits adjacent to building (exception is police dispatch designated smoking area); and
- B) All City owned or leased vehicles;

SECTION VIII POSITION CLASSIFICATION PLAN

8.1 PURPOSE

The Position Classification Plan provides a complete inventory of all classified positions and is a systematic and standardized grouping of positions into classes of work. The Classification Plan

establishes guidelines for qualifications for employment. By describing and relating the various types and levels of work throughout the personnel system, the Classification Plan provides guidelines for establishing pay relationships.

8.2 COMPOSITION

The Classification Plan comprises written Class Specifications for each class of work included in the Personnel system. Class specifications are used as a guide in recruiting and examining candidates for employment, in determining the lines of promotion and developing training programs, as guidelines in determining salary relationships, and in providing uniform job terminology to convey the same meaning to all concerned.

8.3 ADMINISTRATION AND MAINTENANCE

- A) The City Manager is charged with the maintenance and the administration of the Classification Plan so that the classes of work will reflect the duties included in each of the positions, and to ensure that each position is properly allocated to one of the classes.
- B) The City Manager shall periodically have the entire Classification Plan reviewed, as well as the allocation of all positions to classes within the plan, and recommend additions or revisions deemed necessary to the City Council for appropriate action.
- C) The City Manager shall have authority to transfer personnel and applicable personal service funds from one department to another department.
- D) The City Manager shall have the authority to propose new or revised classes of work, as well as the abolition of existing or obsolete classes, to the City Council for appropriate study as to their need and budget impact.

8.4 POSITION AUDITS

- A) The City Manager is charged with the responsibility of having position audits conducted of any, or all, positions at any time. Other position audits may be initiated by written request to the City Manager from:
 - 1) The head of the department in which the specific position is located.
 - 2) The incumbent of the position to be audited.
- B) Position information will be gained through completion of a Position Classification Questionnaire by the incumbent, or by the supervisor of the position, if the position is vacant, and through study of the position, which may include a personal visit with the position incumbent by the staff of the City Manager. The concerned Department Head should review and make recommendations to the City Manager on all proposed new positions, changes and position descriptions.
- C) The employee in the position to be audited will be notified that the audit is to be conducted.

8.5 ALLOCATION AND RE-ALLOCATION OF POSITIONS

- A) The City Manager, after having determined the content of the positions, shall allocate newly created positions to an existing class in the Position Classification Plan or to a new classification, depending on the type of position and the availability of an appropriate existing class.
- B) Allocations or re-allocations of positions, based on reorganization or the assumption of new functions, shall be reserved to the actions of the City Manager.

- C) The City Manager shall have the authority to abolish a vacant position or to reduce a vacant position to a lower class, change it to an equal class, or increase it to a higher class subject to any Civil Service rules.

8.6 STATUS OF INCUMBENT IN RE-ALLOCATED POSITION

- A) When the incumbent of a position, through diligent application of the work, is officially assigned more difficult and significant additional responsibilities and duties so that it appears as if the position warrants re-allocation to a higher class, the City Manager shall have made a field study of the present duties and responsibilities of the position.
- B) If it is determined that the position should be re-allocated to such higher-level class, the City Manager may require that the incumbent undergo a prescribed test of fitness, depending on the conditions of the re-allocation and the nature of the position to be re-allocated. Tests may include written or oral examination, interview or performance test, depending on the position involved.

8.7 POSITION CONTROL

All positions are established and maintained through a personnel budget each fiscal year in accordance with established budget and accounting procedures. The establishment of new or additional positions can only be authorized by the City Manager, subject to approval from the City Council, based on adequate justification of need and the availability of funds.

SECTION IX COMPENSATION PLAN

9.1 PURPOSE

The compensation Plan is intended to provide all employees with equitable pay relative not only to pay received by other employees performing similar work in the City government, but also rates paid by other employers in the labor market from which employees are recruited.

9.2 COMPENSATION

The Compensation Plan consists of a Salary Schedule showing pay grades and salary ranges for each pay grade and a schedule listing the assignment of each class in the Classification Plan to a pay grade in the Salary Schedule.

9.3 ADMINISTRATION AND MAINTENANCE

- A) The City Manager shall recommend, and the City Council shall approve, a Classified Pay Plan establishing salary ranges for all exempt and non-exempt employees. The salary ranges shall be fixed so that they shall be uniform for like service in each class.
- B) The City Manager shall prepare and present to the City Council for appropriate action, a proposed or amended Salary Schedule. The City Council shall adopt a Salary Schedule by resolution.
 - 1) Approval of any Salary Schedule by the City Council will not be applied so as to affect adversely the current pay rate of any employee of the City.
 - 2) The rates of pay are quoted on an annual basis and are intended to be gross compensation for full-time services in the several classes.

- C) The City Manager shall submit to the City Council for appropriate action a recommended assignment of each class in the Classification Plan to one of the salary ranges in the Salary Schedule.
- D) At the direction of the City Council, the City Manager shall make, or cause to have made, comparative studies of salaries paid, and related pay practices of a valid sampling of employers in the labor market, who are competing for employees in the City. The City Manager shall utilize the information in the evaluation of the assignments of classes to pay grades.

9.4 APPOINTMENTS AND STARTING RATES

- A) The minimum rate of each range shall be the normal entering rate. Deviations from this may be permitted, if necessary, to fill a vacancy or for the recognition of unusual qualifications.
- B) Appointments above the minimum salary may be authorized by the City Manager if the applicant's training, experience or other qualifications are substantially above those required for the position, the City Manager may approve employment at a rate above the minimum established for the position.

9.5 MERIT INCREASES

- A) Pay increases within a salary range allow a means of rewarding an employee for outstanding performance, encouraging careers with the City, providing employee incentive and recognizing individual differences in performance.
- B) Such increases will be granted as close to the beginning of the Calendar year as possible upon approval by the City Manager.
- C) Employees may be evaluated on his/her overall performance annually or as set forth in the evaluation policy. Salary increases will be computed on the basis of a percentage determined annually and in accordance with the pay plan adopted by the City Council. However, upon reaching the maximum of his/her pay range, employees are eligible only for cost-of-living increases.

9.6 PROMOTIONS

- A) A promotion occurs when an employee is moved from a position in one class to another position in a different class which has a higher maximum salary.
- B) Except for Director positions, the promoted employee shall receive a salary increase to the entry rate in the new pay grade or a minimum increase of ten (10%) percent, whichever is greater, at the time of promotion.
- C) To be eligible for promotion, the employee must be in his/her current position for at least three (3) months. No employee will be considered for promotion until the requirement hereof has been achieved and an appropriate application has been submitted before the closing date. Application forms for promotions may be obtained from the City Website or from the Civil Service Office.

9.7 PAY GRADE ADJUSTMENTS

- A) When a pay grade is adjusted, employees shall normally retain their salary relationships which existed in the old pay grade.
- B) In instances where the total pay plan is being revised, adjustments and implementation will be at the discretion of the City Council upon recommendations submitted by the City Manager.

9.8 RECLASSIFICATION AND TRANSFERS

- A) When a position is reclassified to a higher pay grade, adjustments to salary shall be either be the entry rate of the new grade of 10%, whichever is greater.
- B) When reclassification results in a lower pay grade, there will be no change in the employee's pay, unless so determined by the City Manager. If the employee's salary is above the maximum rate established for the new pay grade, the employee's salary will be frozen until such time as there may be a general pay adjustment exceeding the maximum amount of the employee's salary or the employee is promoted to a higher classification.

9.9 PAY RATES AFTER LEAVE OF ABSENCE, RECALL OR REINSTATEMENT

When an employee returns to duty in the same or comparable position after a leave of absence or recall, he/she shall receive the rate in the grade schedule corresponding to the rate received at the time of departure, or a higher rate if the range for the position has been upgraded due to a cost-of-living increase, general increase or position re-evaluation. Pay rates for reinstated employees shall be treated in the same manner as a new hire. Consideration for a higher grade or rate shall be given if the qualifications of the employee have been increased.

9.10 TEMPORARY WORK IN A HIGHER CLASSIFICATION

- A) An employee may be required to work in a higher classification on a temporary, incidental or emergency basis and shall do so at no increase in pay.
- B) If the employee is required to assume the full and complete duties and responsibilities for more than 31 calendar days, the City Manager shall authorize a temporary transfer to the higher classification and the employee shall be paid the appropriate rate for the higher classification if approved.
- C) At the conclusion of the assignment, the employee's pay shall revert back to the previous authorized rate for the individual, and any such temporary increase granted shall not affect the employee's eligibility for normal merit pay consideration.
- D) This provision is not intended for those cases where employees are assigned duties on a training basis.
- E) Complete records of such temporary work shall be submitted to the City Manager or designee within two weeks of the employee having performed such duty, on forms furnished for this purpose.

9.11 CRITICAL STAFFING SHORTAGE INCENTIVE

A "Critical Staffing Shortage" shall exist when the percentage of budgeted positions of any individual department's nonsupervisory positions reaches below 75%. The City Manager shall, by Executive Order, certify the existence of a Critical Staffing Shortage. The Executive Order shall identify the department and positions affected and request that the Civil Service Board take all actions reasonably necessary to fill the vacant positions from the Executive Order.

From the effective date of the Executive Order certifying that more than 25% of the non-supervisory full-time positions are vacant all non-supervisory full-time employees in the affected department(s) shall receive Critical Staffing Shortage Pay in the amount of \$80.00 per pay period. If the percentage of budgeted positions of any individual department's nonsupervisory positions reaches below 50% then

the Critical Staffing Shortage Pay shall be \$160.00 per pay period. Critical Staffing Shortage Pay shall cease sixty (60) days from the physical start date of any non-supervisory full-time employee whose hire or transfer renders the department staffed at 75% or above. The aforementioned employee shall not be eligible for Critical Staffing Shortage Pay within sixty (60) days of his or her start date.

9.12 AUTHORIZED EMERGENCY PAY

All city employees are essential to the organization and are the most important part of the City's service delivery system. During times of emergency, critical services provided by the City must continue to be provided during emergencies to insure to the best of our ability that the public is protected. City employees who are designated by their respective department heads to perform their assigned duties to ensure that critical services are continuously offered during and immediately after disasters are issued a city employee identification card with an essential worker designation printed on the back side.

During a "Declared Local State of Emergency" the City Manager shall have the authority to excuse certain personnel from responding to work and shall have the authority to authorize non-exempt personnel to work their regularly scheduled work hours and in excess of their regularly scheduled work hours.

"Declared Local State of Emergency" means any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property existing within the City, which has been declared by executive order of the Mayor.

State of Emergency Compensation

During a Declared Local State of Emergency, the City Manager shall designate which departments and employees are tasked with performance of emergency-related work eligible for compensation under this section.

-Exempt employees that are required to perform emergency-related will receive compensation at a rate of time and one-half the employee's rate of pay for actual hours worked during the "declared state of emergency" at such time as the exempt employee has logged 50 hours of actual work related to the declared emergency in that workweek. To be eligible, exempt employees must utilize a timecard/time clock during a Declared Local State of Emergency.

-Non-exempt employees who are eligible for overtime and are required to perform emergency-related work will receive time and one-half for actual hours worked during the

"declared state of emergency" irrespective of whether or not the employee's overtime threshold has been met. Once an employee's overtime threshold has been met during a "declared state of local emergency", compensation will be paid for actual hours worked at time and one-half the employee's rate of pay (equivalent to 1.50 times the normal non-overtime wage).

-Exempt or non-exempt employees excused by the City Manager from responding to work will receive their normal pay.

-Employees on leave will remain on leave until their return and they will be charged leave time accordingly.

During a Declared Local State of Emergency, overtime reports must state how many overtime hours are associated with the declared emergency. Additionally, information should be included in the overtime reports that identify whether it was pre-emergency or post-emergency work. You may have additional hours that will be reported that are not associated with the Declared Local State of Emergency. Each department should retain copies of payroll records and overtime reports generated during a declared emergency until such time as you will be requested to provide these records to the appropriate office.

9.13 ANNUAL INCENTIVE

Regular Full-time employees in permanent positions receive once a year an annual incentive in the middle of November based on length of service. Employees with one year or less receive \$100.00, Employees of two to five years receive \$250.00, Employees of five to ten years receive \$350.00, Employees of ten years or more receive \$500.00. Part-time employees in permanent positions who work at least 500 hours by the middle of November receive once a year an annual incentive in the middle of November in the amount of \$100.

SECTION X GENERAL PROVISIONS

10.1 PENSION PLANS

- A) City employees, except fire and police sworn personnel, are members of the General Pension Fund. The fund is contributory on the part of the employees, as well as on the part of the City.
- B) All sworn police personnel are members of the Police Pension Fund. This fund is contributory on the part of both the employee and the City. Other funding comes from State insurance premium taxes.
- C) All sworn fire personnel belong to the Firemen Pension Fund. The fund is contributory on the part of the employees, as well as on the part of the City. Additional funds are provided by State insurance premium taxes.
- D) Eligibility requirements and pension benefits vary from one fund to another.
- E) Consult your specific Plan documents for more details.

10.2 EMPLOYEE GROUP INSURANCE

- A) City-sponsored insurance programs include Comprehensive Health Insurance, Dental Insurance, Term Life Insurance, Accidental Death and Dismemberment Insurance, and Short- and Long-Term Disability. Coverage for eligible employees is effective on the first day of the month coinciding with 60 days from the date of hire. Sworn police and fire employees are also provided with In-Line-of-Duty death benefits.
- B) The premium for employee coverage is paid for by the City. Optional coverage for family members will be paid for by the employee.

10.3 SOCIAL SECURITY

All City employees have social security coverage in addition to other pension benefits. The required contribution under federal law is deducted from the employee's salary and matched by the City to provide this coverage.

10.4 DEFERRED COMPENSATION PLANS

The City offers deferred compensation section 457 plans which are payroll deductible. The plans are tax sheltered savings plans. These plans enable City employees to save money for the future while reducing taxes today. Either plan provides City employees with the opportunity to defer a portion of their current salary to a future date, while paying no withholding taxes on either their contributions or interest earnings. Social Security and pension contributions are not affected by deferred compensation savings programs.

SECTION XI TRAVEL

11.1 POLICY

It is the policy of The City of Panama City Beach to encourage continuing education of employees and to encourage employees to be active in professional associations and programs. Further, it is the policy to pay for expenses incurred in educational and professional trips if such travel has been budgeted and approved.

The City of Panama City Beach expects employees to act responsibly and professionally when incurring and submitting costs. The City will reimburse City officers and employees for reasonable expenses on pre-approved business. In general, the City will pay for attendance at meetings, trainings and conferences within the State of Florida. City Manager approval will be required for business travel out of state. In no event shall reimbursement be made in excess of expenses actually incurred and receipt or proof of payment must be furnished for reimbursement. The City does not pay for local travel to and from the employee's home and daily point of work.

11.2 PROCEDURE

Travel Outside Bay County:

a. The City of Panama City Beach will pay for registration, materials, travel, meals, and lodging for employees to attend budgeted and approved professional functions, meetings, and training. Requests to travel will be individually reviewed by the Department Head, or by the City Manager if the request is for travel by a Department Head, based upon the merit of the particular conference and budget restraints. A conference/training agenda (detailing course outline, meals included, and any other specifics related to the trip) must be included in the travel request in order to be considered.

b. Each employee who travels outside Bay County must complete a TRAVEL RELATED EXPENSES Request Form in detail. Travel arrangements shall be made by the appropriate department assistant and paid via the department P-Card or reimbursed on the expense report.

c. Two or more employees traveling to the same destination on the same date, shall Ride Share, except when other arrangements are requested and approved in advance.

11.3 TRAVEL ADVANCES

a. The employee may request a travel advance. The amount of the advance shall not, however, exceed total estimated out-of-pocket expenses for lodging and travel estimated on the Travel Request Form. The travel advance must be requested at least two weeks prior to travel.

b. Advances for meals will be provided; no receipts are required. Per Diem rates for meals will be provided based on the GSA Per Diem Rates published at www.gsa.gov/travel/plan-book/per-diem-rates, minus \$5. If the City and County of the traveler's destination are not listed, the default rate will apply. On the first and last travel day, employees are only eligible for 75% of the total rate for their travel day.

c. The following list includes examples of non-reimbursable expenses:

- Personal travel insurance
- Personal reading materials
- Childcare
- Toiletries, cosmetics, or grooming products
- Expenses occurred by spouses, children, or relatives
- In-room movies or video games
- Sporting activities, shows, etc.
- Traffic or Parking violations

d. A traveler shall not have more than one advance at a time.

11.4 EXPENSE REPORTING

a. Within ten (10) working days after returning from an out-of-town trip, the employee must complete an Expense Report in order to have incidentals reimbursed. Original receipts must accompany the request for additional reimbursement. Incidentals include: Taxi Fares, Parking Fees, Car Rental, Communication expenses, Tolls, and Conference Fees.

Mileage is reimbursed at the IRS rate at the time the expense was incurred. A detailed driving map (Google Maps) is proof of mileage driven.

b. If the Expense Report is not settled within 30 workdays following the travel for which an employee received a travel advance, the City will garnish the traveler's wages through Payroll. If the travel advance results in a payroll garnishment, then the traveler will not qualify for future travel advances.

c. The Department Head and City Manager will review and approve the Expense Report and route it to Accounts Payable for reimbursement. The City will reimburse the employee for any authorized expenses in excess of the travel advance. In the event that the advance exceeds reimbursable expenses, the employee will reimburse the unused advance to Accounts Payable.

d. In summary, reimbursable travel expenses are as follows:

1. Travel:

- Round-trip air fare (coach or cabin class)
- Taxi fares/or Rideshare services such as Uber/Lyft
- Highway tolls paid by the employee
- Rental car and gas (if approved in advance)
- (note: no personal mileage reimbursement for rental cars)
- Personal Auto mileage to and from employee's primary place of employment (for example – From Police Station, Fire Station, City Hall, Public Works

- Building, Wastewater Treatment plant, or Frank Brown Park, etc. to conference location and back)
2. Lodging: Single room accommodations
 - Requests for reimbursement at rates that exceed \$150 per night must include justification for the additional expense.
 3. Meals: Paid based on per diem rates (see above)
 4. Seminar Registration fees
 5. Miscellaneous: Tips (excluding meals) and business-related expenses approved by the Manager or designee. Miscellaneous items must be itemized and explained on the Expense Report.

11.5 LOCAL TRAVEL

- a. The City will reimburse employees for the use of personal autos at the approved mileage rate for in-town or local area travel to attend various functions, meetings or to run errands on City business, when a City vehicle is not available. The Expense Report must be completed and submitted for approval to the Department Head or City Manager.
- b. The cost of lodging within 50 miles of the traveler's headquarters will not be reimbursed without justification.
- c. Transportation shall be by automobile wherever practicable and by City vehicle whenever possible.

11.6 CITY COUNCIL ACTIONS

- a. Whenever the actual expenses incurred or to be incurred may exceed the maximum amounts specified herein, the City Council may specifically approve the payment of such expense.
- b. Any travel by the City Manager must be authorized by the City Council.

11.7 OTHER PROGRAMS

From time-to-time additional programs, workshops, training, etc., with the employee's welfare in mind may be added, provided funds are available.

EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF ADMINISTRATIVE PERSONNEL POLICIES

My signature is an acknowledgment that I have received a copy of The City of Panama City Beach Administrative Personnel Policies, ("Handbook") of the City of Panama City Beach.

I understand that the official version of the Handbook will be maintained in electronic form by Human Resources.

I have read, and agree to abide by, all rules and regulations stated in the Handbook.

I understand that this Handbook does not constitute an employment contract or any guarantee of the continuation of a particular policy or practice.

Print Full Name: _____

Signature: _____

Date: _____

This is a copy of the form you signed when you received this Handbook. The original has been placed in your personnel file.

REGULAR AGENDA

ITEM #4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department/Mark Shaeffer - Utilities Director

2. MEETING DATE:

January 28, 2021

3. REQUESTED MOTION/ACTION:

Approve a revenue certificate for sewer system extension along North Lakeshore Drive.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- Public Safety
- Transportation
- Attractive Community
- N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

An extension of a City sewer force main was funded and constructed by David B. and Terri J. Bearden in order to serve property located at 567 N. Lakeshore Dr. This extension includes approximately 647 linear feet of 3-inch sewer forcemain, valves and accessories installed in accordance with Utilities Department criteria that would be available for connections by the public. Mr. and Mrs. Bearden have requested a revenue certificate for potential reimbursement of sewer impact fees allowed under the provisions of Resolution 08-67. Staff and the applicants have agreed to a value of the utility improvements of \$19,585.00. If approved, Mr. and Mrs. Bearden would receive 75% of any sewer impact fees collected by the City for connections that utilize the improvements. Staff recommends council approval of the certificate. This certificate will sunset upon reimbursements reaching the face value or five (5) years time, whichever occurs first.

RESOLUTION 21-84

RESOLUTION NO. 21-84

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING CERTAIN SEWER FACILITIES FROM DAVID AND TERRI BEARDEN, AND IN CONSIDERATION THEREFOR AUTHORIZING EXECUTION AND DELIVERY OF A REVENUE CERTIFICATE IN AN AMOUNT NOT TO EXCEED \$19,585.00 PAYABLE SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF IMPACT FEES COLLECTED BY THE CITY OF PANAMA CITY BEACH FOR SEWER UTILITY CONNECTIONS MADE TO THOSE SAME, CERTAIN FACILITIES, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE RESOLUTION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

That in consideration of the transfer of the following described facilities to the City by David B. Bearden and Terri J. Bearden, whose address is 114 Lake Circle, Panama City Beach, FL 32413, receipt whereof is hereby acknowledged, to wit,

All sewer improvement commencing at the northeast corner of Panama City Beach Parkway and N. Lakeshore Drive intersection and proceeding northward along the right of way of N. Lakeshore Drive to 567 N. Lakeshore Drive including approximately 647 feet of 3-inch diameter force main pipe with all appurtenances necessary to make the force main a complete and operational extension of the City sewer system.

The City does hereby issue and the appropriate officers and staff thereof are authorized to execute and deliver to David B. Bearden and Terri J. Bearden, that certain sewer revenue certificate of even date in an amount not to exceed Nineteen Thousand, Five Hundred Eighty Five Dollars and No Cents (\$19,585.00) with no interest thereon, payable solely from seventy-five percent (75%) of Impact Fees collected by the City of Panama City Beach under Article III, Chapter 23, Panama City Beach Code of Ordinances (2008), or similar ordinance superseding same, for connections made to those certain sewer facilities described above.

Nothing herein shall be construed as a conveyance or mortgage of the City's facilities or property or any part thereof or any interest therein, nor is the obligation authorized hereby a general obligation or indebtedness of the City or bonds within the meaning of Section 12, Article VII, of the Constitution of Florida, but shall be payable

solely from and secured by a lien upon or a pledge of the special funds as herein provided. The lien and pledge securing said Certificate shall be inferior and subordinate to the lien and pledge, if any, of all currently outstanding water and sewer revenue bonds of the City of Panama City Beach, Florida. In addition, the holder of the Certificate authorized hereby shall agree to subordinate, at any time requested by the City, the lien and pledge hereof to any future water or sewer, or both, revenue bond which may be issued by the City, provided that any such future revenue bond shall not prohibit payment of any sum due under the Certificate whenever said bond shall not be in default and every debt reserve fund, renewal or replacement fund, or other fund of any nature required thereby shall be fully funded. The certificate authorized hereby shall be payable solely from seventy-five percent (75%) of collected Impact Fees described herein; in the event insufficient connections are made or the City is unable through reasonable diligence to collect sufficient Impact Fees to satisfy the certificate on or before five (5) years from date, these certificates shall be void and of no further force and effect.

PASSED, APPROVED, AND ADOPTED this _____ day of _____,
2021.

CITY OF PANAMA CITY BEACH,
FLORIDA

BY: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

REGULAR AGENDA

ITEM #5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department/Mark Shaeffer, Utilities Director

2. MEETING DATE:

January 28, 2021

3. REQUESTED MOTION/ACTION:

Council approval of a resolution to negotiate a fee proposal with DAG Architects for continuing architectural and engineering services for Utilities Department facilities.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- Public Safety
- Transportation
- Attractive Community
- N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff subsequently prepared and publicly advertised a Request for Qualifications (RFQ) in accordance with Florida Statute 287.055, related to Continuing Architectural and Engineering Services - Utilities Department Facilities. The scope of services in the RFQ is for provision of continuing architectural and engineering design services related to the ongoing development and rehabilitation of Utilities Department facilities.

On January 6, 2021, one (1) Statement of Qualifications (SOQ) package was submitted in response to the advertisement. After review, it is determined that the submitted SOQ package is in accordance with the criteria established in the RFQ.

Staff recommends that the City Council accept the SOQ and direct staff to begin negotiations with DAG Architects on a continuing Master Services Agreement (MSA). The MSA will be presented to Council for approval. Note that the agreement will not authorize any particular engineering task. Future task orders requested by Staff under the agreement will require City Manager or City Council approval, depending on the cost of services.

RESOLUTION 21-85

RESOLUTION 21-85

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO UTILITIES DEPARTMENT FACILITIES.

WHEREAS, the City has solicited statements of qualifications from firms or individuals for architectural and engineering services for Utilities Department Facilities; and

WHEREAS, only one firm responded to the RFQ; and

WHEREAS, based on the evaluations of the statements of qualifications, the committee has determined that the responding firm meets the criteria establish in the City's solicitation.

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate a continuing Master Services Agreement Architectural and Engineering services related to Utilities Department Facilities with DAG Architects, and to return the negotiated Agreement to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2021.

CITY OF PANAMA CITY BEACH

By: _____
MARK SHELDON, Mayor

ATTEST:

LYNNE FASONE, City Clerk

REGULAR AGENDA

ITEM #6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department/Mark Shaeffer - Utilities Director

2. MEETING DATE:

January 28, 2021

3. REQUESTED MOTION/ACTION:

Approve sole source purchase of replacement filter panels and strainer basket units for one of the effluent filters at the City's Wastewater Treatment Facility No.1.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

- 5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** Yes No N/A
 DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. IDENTIFY STRATEGIC PRIORITY

- Financial Health
- Economic Development
- Quality of Life
- N/A
- Public Safety
- Transportation
- Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Effluent Filter No. 4 at the City's Wastewater Treatment Facility No. 1 utilizes 1232 cloth filter panels for high capacity filtration. These panels have been experiencing regular failure to the point that they all require replacement. The filter manufacturer produces a metal screen-based alternative that is promoted as providing comparable performance and longer service than the cloth panels. Wastewater treatment facility staff have contacted other wastewater facilities in the state that have had these type units in service for some time and they indicate good performance and better service life than the cloth-based units. There are also four strainer basket units with elements that although still serviceable will require replacement in the near future.

As these panels and the strainer and basket units are unique to the filter manufacturer a request for sole source purchase of the replacement units in the metal screen configuration is requested under the provisions of Section 5-7(k) of the City Charter. This should be the complete cost as all labor for installation shall be provided by City forces.

Staff recommends council approval of this sole source vendor purchase of the replacement filter panels in the metal screen configuration and the four strainer basket units with elements.

RESOLUTION 21-86

RESOLUTION 21-86

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH EVOQUA WATER TECHNOLOGIES FOR THE PURCHASE OF REPLACEMENT FILTER PANELS AND 4 STRAINER BASKET UNITS IN THE AMOUNT OF \$138,948.48 FOR THE UTILITIES DEPARTMENT; AND AUTHORIZING A BUDGET AMENDMENT.

WHEREAS, the City needs to replace filter panels and strainer basket units for high capacity filtration at the City's Wastewater Treatment Facility No. 1; and

WHEREAS, the strainer and basket units are unique to the filter manufacturer and therefore only available from this sole source of supply; and

WHEREAS, the City Council finds that the goods are to be used exclusively for the operation or maintenance of the City's Wastewater Utility, the goods are to replace a specialized component of the utility; and that the goods are only available from a sole source of supply, such that the purchase of these goods may be procured without competitive bids.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Evoqua Water Technologies, relating to the purchase of replacement filter panels and 4 strainer basket units for the City's Wastewater Treatment Facility No. 1, in the total amount of One Hundred Thirty Eight Thousand, Nine Hundred Forty Eight Dollars and Forty-Eight Cents (\$138,948.48), in substantially the form attached and incorporated as Exhibit A and presented to the Council today, as shown with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The following budget amendment #23 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020 and ending September 30, 2021, as shown in and in accordance with the attached and incorporated Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of January, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



Proposal For: CITY OF PANAMA CITY BEACH
Albert Bock
206 N GULF BLVD
PANAMA CITY BEACH, FL 32413
Phone: 850-628-1664

Eric Johnson
Evoqua Water Technologies
1828 Metcalf Avenue
Thomasville, GA 31792
Phone: 229-227-8748
eric.johnson@evoqua.com

Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	W2T833153 STRAINER,BASKET 200 MIC AISI 316 3"FLGD;	4	\$2,986.60	\$11,946.40
2	W2T833154 BASKET,ELEMENT ONLY 200 MIC AISI 316;	4	\$575.52	\$2,302.08
3	W3T314853 SS SCREEN FILTER PANEL OTM2	1232	\$100.00	\$123,200.00

Currency: USD

Item(s) Subtotal: **\$137,448.48**
Shipping and Handling Charges: **\$1,500.00**
Total Net Price: \$138,948.48

Proposal Notes

NOTE: *Future unit price will be \$110 ea.*

Due to extreme volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 216.3 for Jul 2020.
If the MMPI exceeds 220.6 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 220.6.
Our Manufacturer Rep in your area is:

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 02-20-2021
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
 - Fax to:
 - or Email to: eric.johnson@evoqua.com
- You may also mail this to:
 - Evoqua Water Technologies
 - 1828 Metcalf Avenue
 - Thomasville, GA 31792

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.*
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____

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

No. BA # 23

FUND	Utility	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	401-3500-535.46-50	Repairs and Maintenance Other	1,500,000.00	140,000.00	1,640,000.00
FROM	401-8100-999.96-00	Reserves Available for Expenditures	37,691,518.00	(140,000.00)	37,551,518.00
					0.00
		Check Adjustment Totals:	39,191,518.00	0.00	39,191,518.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from Utility Fund reserves for the purchase of replacement filter panels and strainer basket units for one of the effluent filters at the City's Wastewater Treatment Facility No.1.

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE
 _____ FINANCE DIRECTOR _____ DATE

REGULAR AGENDA

ITEM #7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Mark Shaeffer

2. MEETING DATE:

January 28, 2021

3. REQUESTED MOTION/ACTION:

Progress update for Utilities Department capital improvement projects.

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED

YES NO

N/A

6. IDENTIFY STRATEGIC PRIORITY

Financial Health

Economic Development

Quality of Life

N/A

Public Safety

Transportation

Attractive Community

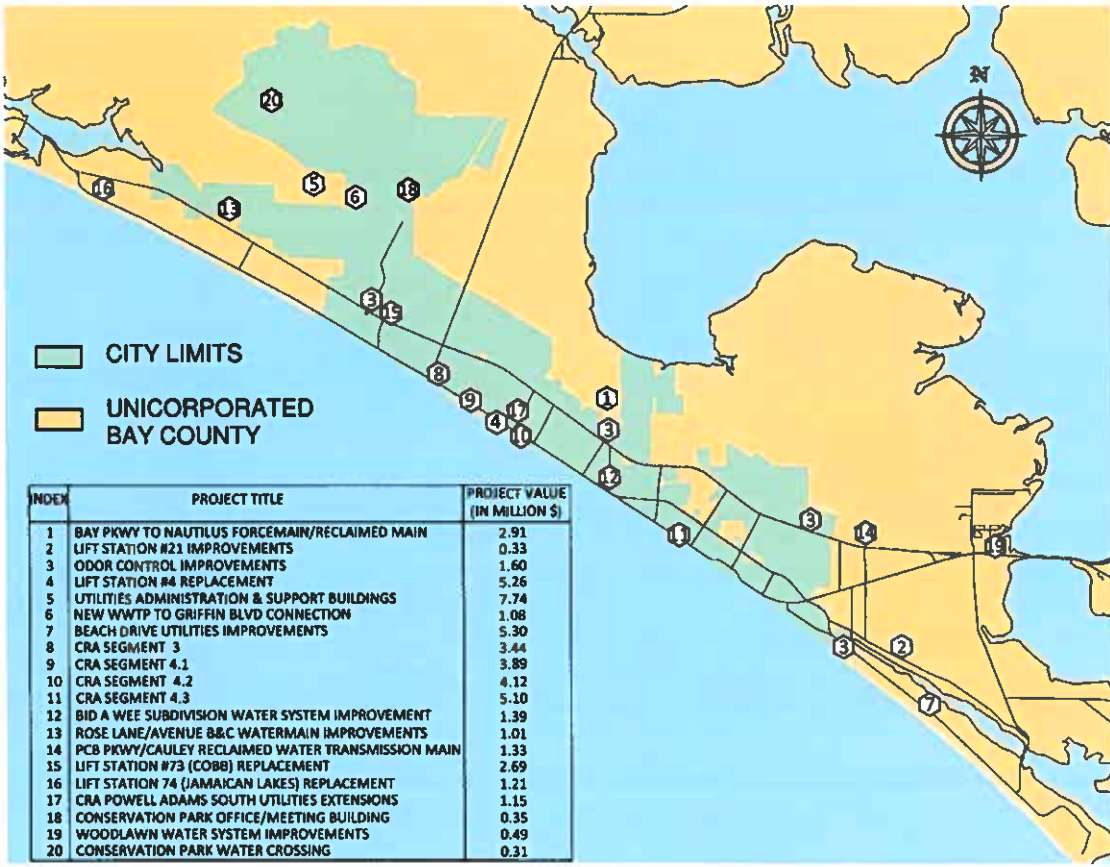
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Council requested regular progress reports from the Public Works and Utilities Departments for selected capital improvement projects. Enclosed is a copy of the planned presentation slides.



UTILITIES CAPITAL IMPROVEMENT PROJECTS

Fiscal Year: 2020-2021



INDEX	PROJECT TITLE	PROJECT VALUE (IN MILLION \$)
1	BAY PKWY TO NAUTILUS FORCEMAIN/RECLAIMED MAIN	2.91
2	LIFT STATION #21 IMPROVEMENTS	0.33
3	ODOR CONTROL IMPROVEMENTS	1.60
4	LIFT STATION #4 REPLACEMENT	5.26
5	UTILITIES ADMINISTRATION & SUPPORT BUILDINGS	7.74
6	NEW WWTP TO GRIFFIN BLVD CONNECTION	1.08
7	BEACH DRIVE UTILITIES IMPROVEMENTS	5.30
8	CRA SEGMENT 3	3.44
9	CRA SEGMENT 4.1	3.89
10	CRA SEGMENT 4.2	4.12
11	CRA SEGMENT 4.3	5.10
12	BID A WEE SUBDIVISION WATER SYSTEM IMPROVEMENT	1.39
13	ROSE LANE/AVENUE B&C WATERMAIN IMPROVEMENTS	1.01
14	PCB PKWY/CAULEY RECLAIMED WATER TRANSMISSION MAIN	1.33
15	LIFT STATION #73 (COBB) REPLACEMENT	2.69
16	LIFT STATION 74 (JAMARCAN LAKES) REPLACEMENT	1.21
17	CRA POWELL ADAMS SOUTH UTILITIES EXTENSIONS	1.15
18	CONSERVATION PARK OFFICE/MEETING BUILDING	0.35
19	WOODLAWN WATER SYSTEM IMPROVEMENTS	0.49
20	CONSERVATION PARK WATER CROSSING	0.31

1. BAY PARKWAY
TO NAUTILUS
FORCEMAIN &
RECLAIMED
MAINS

PROJECT VALUE:
\$2,700,000

CURRENT STATUS:
CONSTRUCTION, 70%

PROJECTED COMPLETION:
MAY 2021



2. LIFT STATION 21 IMPROVEMENTS

PROJECT BUDGET:

\$330,000

CONSTRUCTION CONTRACT:

\$289,410

FINAL VALUE:

\$287,596

CURRENT STATUS:

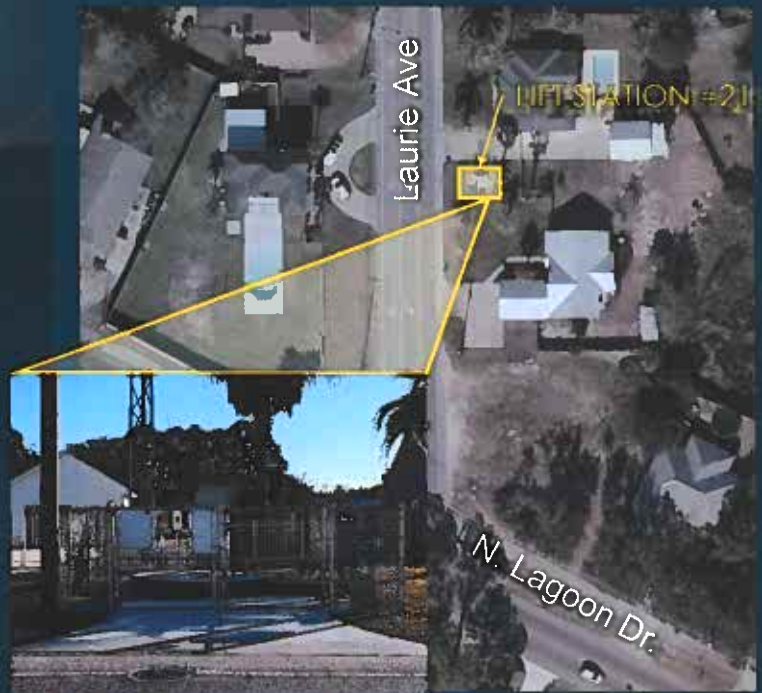
**CONSTRUCTION COMPLETE
& IN-SERVICE**

PROJECTED COMPLETION:

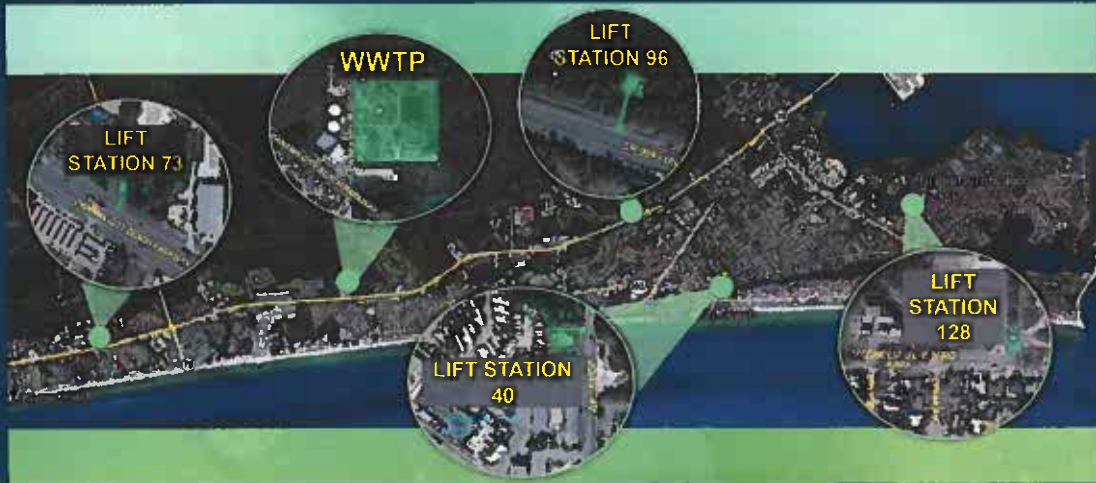
JANUARY 2021

ACTUAL COMPLETION:

DECEMBER 2020



3. ODOR CONTROL IMPROVEMENTS



- PROJECT VALUE: \$1,600,000
- CURRENT STATUS: DESIGN, 90%
BID AWARD FEBRUARY 2021
- PROJECTED COMPLETION: AUGUST 2021

4. LIFT STATION 4 REPLACEMENT

PROJECT VALUE:
\$5,260,000

CURRENT STATUS:
DESIGN, 60%
BID AWARD FEBRUARY 2021

PROJECTED COMPLETION:
FEBRUARY 2022



5. UTILITIES ADMINISTRATION AND SUPPORT BUILDINGS

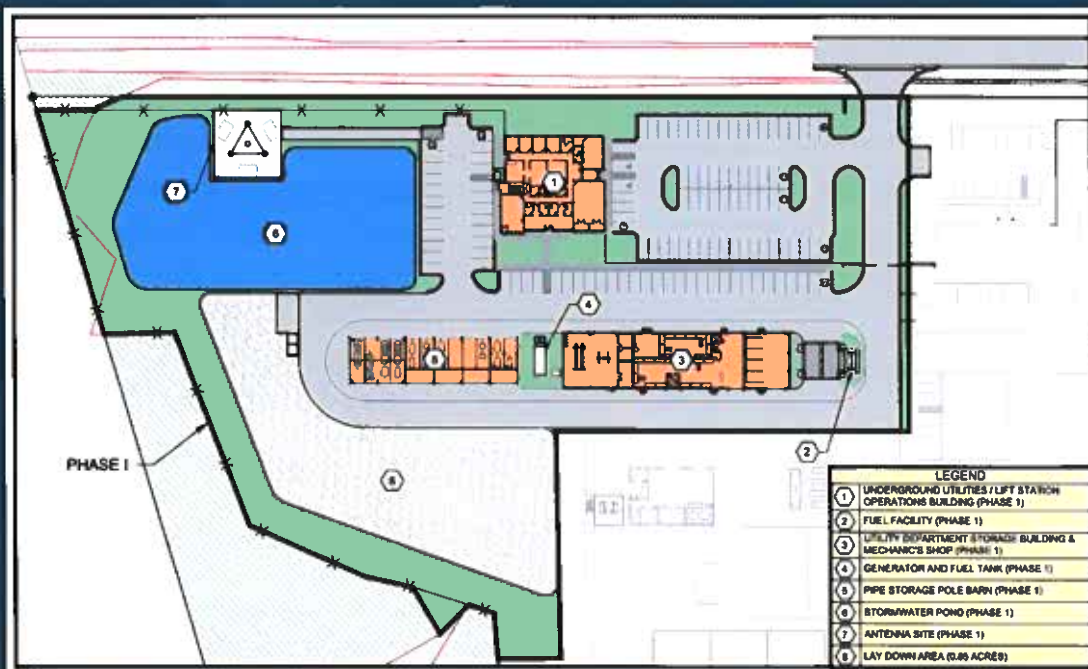
PROJECT VALUE:
\$7,740,000

CURRENT STATUS:
DESIGN, 50%
BID AWARD APRIL 2021

PROJECTED COMPLETION:
QTR 3 - 2022



5. UTILITIES ADMINISTRATION AND SUPPORT BUILDINGS



6. NEW WWTP TO GRIFFIN BLVD CONNECTION

PROJECT VALUE:

\$1,080,000

CURRENT STATUS:

DESIGN, 50%

BID AWARD FEBRUARY 2021

PROJECTED COMPLETION:

JULY 2021



7. BEACH DRIVE UTILITIES IMPROVEMENTS

PROJECT BUDGET:

\$5,300,000

CONTRACT AWARD:

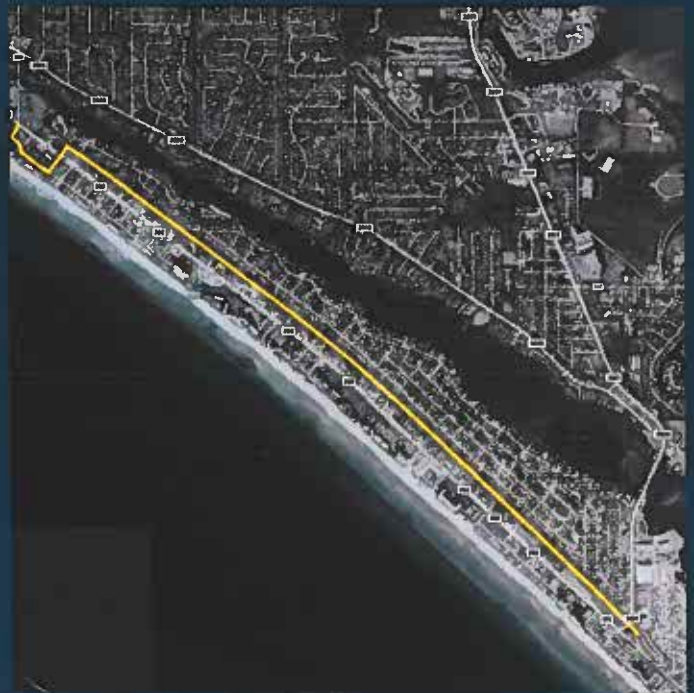
\$4,344,793

CURRENT STATUS:

**BID AWARDED DEC 10, 2020
NOTICE TO PROCEED JAN 14,
2021**

PROJECTED COMPLETION:

DECEMBER 2021



8. CRA SEGMENT 3 UTILITIES RELOCATION

PROJECT VALUE:
\$3,440,000

CURRENT STATUS:
DESIGN, 90%
BID AWARD WITH ROADWAY

PROJECTED COMPLETION:
AUGUST 2022



9. CRA SEGMENT 4.1 UTILITIES RELOCATION



PROJECT VALUE: **\$3,890,000**

CURRENT STATUS: **DESIGN, 30%**

BID AWARD WITH ROADWAY

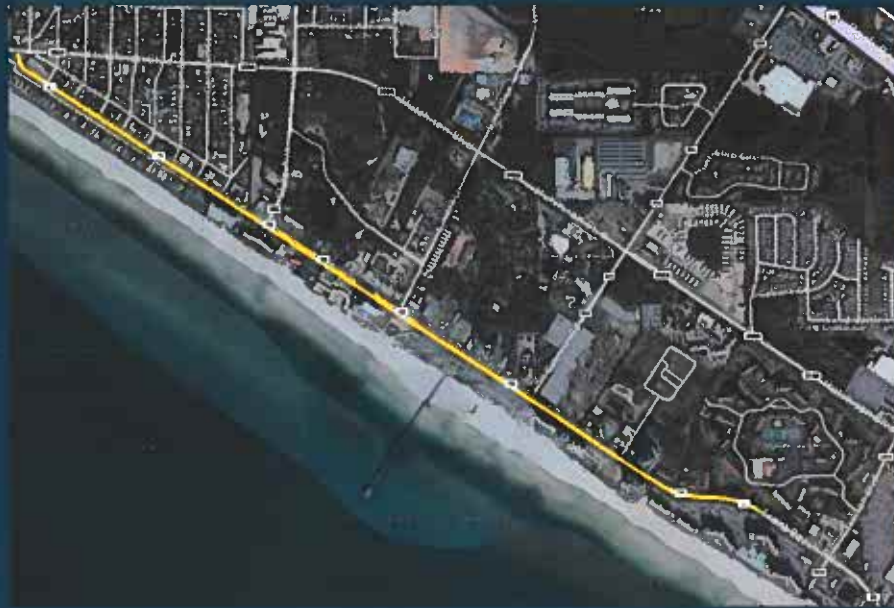
PROJECTED COMPLETION: **AUGUST 2023**

10. CRA SEGMENT 4.2 UTILITIES RELOCATION



PROJECT VALUE: \$4,120,000
CURRENT STATUS: Design, 10%
BID AWARD WITH ROADWAY
PROJECTED COMPLETION: February 2024

11. CRA SEGMENT 4.3 UTILITIES RELOCATION



PROJECT VALUE: \$5,100,000
CURRENT STATUS: CONCEPTUAL
BID AWARD WITH ROADWAY
PROJECTED COMPLETION: JUNE 2025

12. BID A WEE SUBDIVISION WATER SYSTEM IMPROVEMENTS

PROJECT VALUE:
\$1,390,000

CURRENT STATUS: **DESIGN, 50%**
BID AWARD MARCH 2021

PROJECTED COMPLETION:
DECEMBER 2021

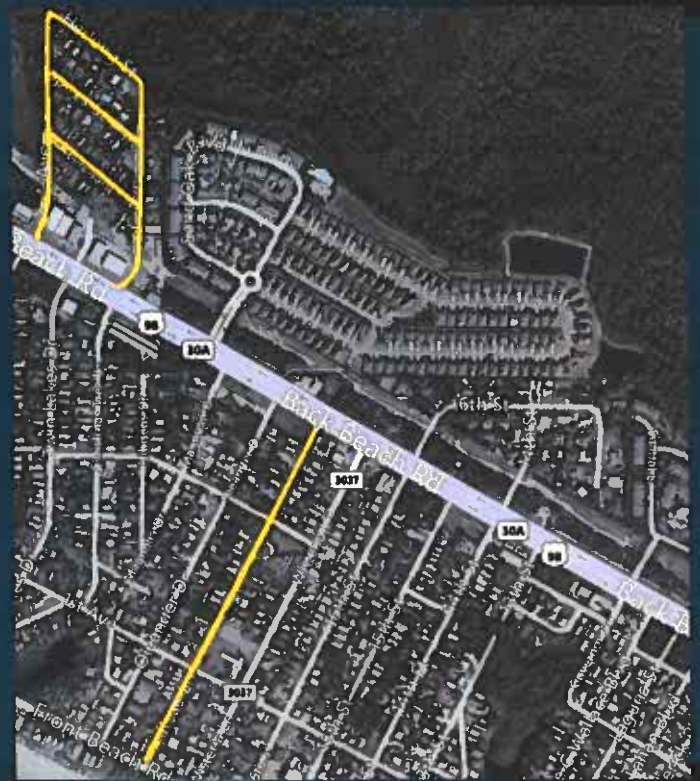


13. ROSE LANE/AVENUE B&C WATERMAIN IMPROVEMENTS

PROJECT VALUE:
\$1,010,000

CURRENT STATUS:
DESIGN, 80%
BID AWARD JANUARY 2021

PROJECTED COMPLETION:
AUGUST 2021



14. PCB PKWY/ CAULEY RECLAIMED WATER TRANSMISSION MAIN



PROJECT VALUE: **\$1,330,000**

CURRENT STATUS: **DESIGN, 100%**

AWAITING 50% GRANT APPROVAL FROM NFWMD

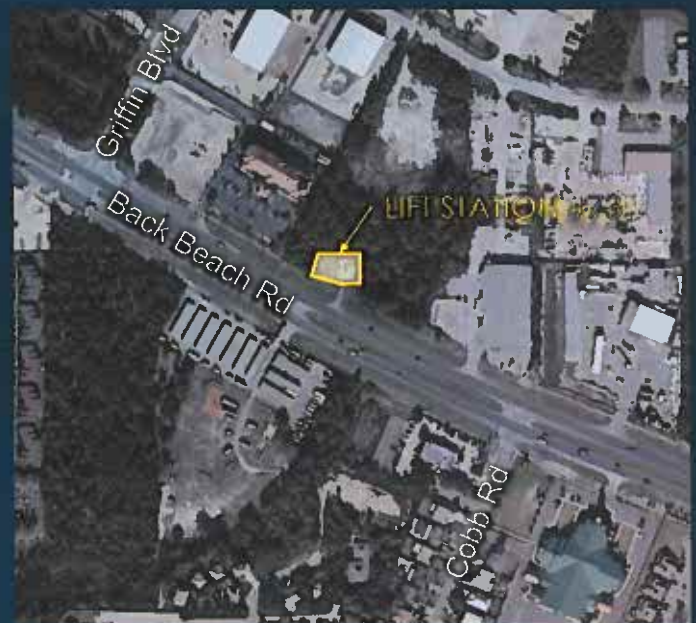
PROJECTED COMPLETION: **SEPTEMBER 2021**

15. LIFT STATION 73 (COBB) REPLACEMENT

PROJECT VALUE:
\$2,690,000

CURRENT STATUS:
LAND ACQUISITION

PROJECTED COMPLETION:
QTR 2 - 2022



16. LIFT STATION 74 (JAMAICAN LAKES) REPLACEMENT

PROJECT VALUE:
\$1,210,000

CURRENT STATUS: **CONCEPTUAL**

PROJECTED COMPLETION:
QTR 2 - 2022

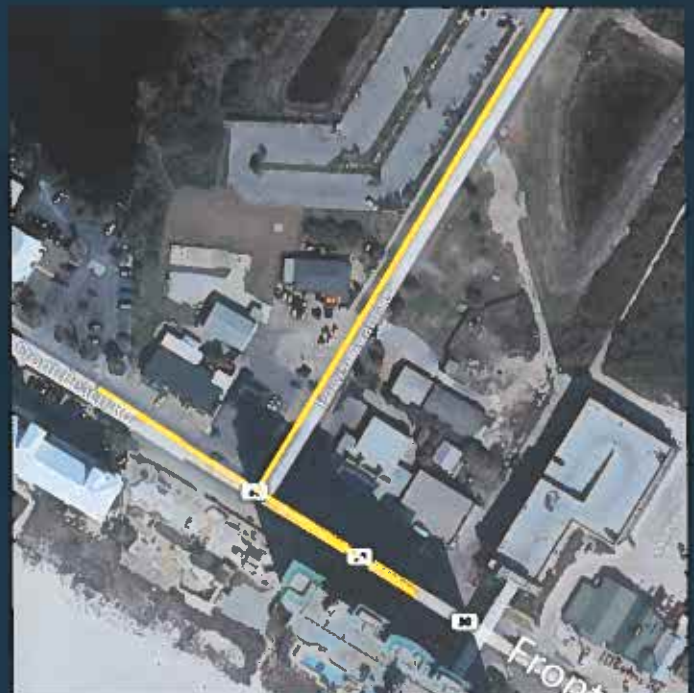


17. CRA POWELL ADAMS SOUTH UTILITIES EXTENSIONS

PROJECT VALUE:
\$1,150,000

CURRENT STATUS:
DESIGN, 90%
BID AWARD WITH ROADWAY

PROJECTED COMPLETION:
FEBRUARY 2022



18. CONSERVATION PARK OFFICE/ MEETING BUILDING

PROJECT VALUE:
\$350,000

CURRENT STATUS:
CONCEPTUAL
RFQ RECEIVED: JANUARY 6, 2020
RECOMMENDATION TO COUNCIL:
JANUARY 28, 2020

PROJECTED COMPLETION:
2022



19. WOODLAWN WATER SYSTEM IMPROVEMENTS

PROJECT VALUE:
\$490,000

CURRENT STATUS:
DESIGN, 60%
BID AWARD MARCH 2021

PROJECTED COMPLETION:
OCTOBER 2021



20. CONSERVATION PARK WATER CROSSING

PROJECT VALUE:
\$310,000

CURRENT STATUS:
CONCEPTUAL

PROJECTED COMPLETION:
JULY 2021



REGULAR AGENDA

ITEM #8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
January 28, 2021

3. REQUESTED MOTION/ACTION:
APPOINT ELECTED CITY OFFICIAL TO SERVE ON THE POLICY BOARD FOR THE ST. ANDREWS ST. JOSEPH BAY ESTUARY PROGRAM

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

6. IDENTIFY STRATEGIC PRIORITY
 Financial Health Economic Development Quality of Life N/A
 Public Safety Transportation Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Bay County, the Nature Conservancy Florida Office, Florida Legislature, and Florida State University Panama City are supporting the launch of an estuary program focused on the watershed including St. Andrews and St. Joseph Bays. This estuary provides significant social, economic, recreational and ecological benefits to those living, working and playing in the region.

The Policy Board will meet in mid-February via zoom for an organizational meeting, and will be composed of local elected officials in Bay and Gulf Counties, along with non-voting participants from regional, state and federal agencies. The Board's purpose is to develop a Conservation and Management Plan that will seek to align and balance environmental and economic priorities within the watershed, implement projects to improve the bay system and watershed, and monitor outcomes and adapt strategies through consensus building. The Plan will be presented to local governments for adoption in 2023.