

PANAMA CITY BEACH CITY COUNCIL AGENDA

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

MEETING DATE: MARCH 23, 2017
MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- VIET NAM VETERANS BRUCE TORTORINO, CARY DEETER, AND RON DRUENER
- III. PLEDGE OF ALLEGIANCE- VIET NAM VETERANS BRUCE TORTORINO, CARY DEETER, AND RON DRUENER
- IV. APPROVAL OF REGULAR MINUTES OF FEBRUARY 23 AND MARCH 9, 2017
- V. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- V. PRESENTATIONS – (COUNCILMAN REICHARD)
 - 1 "VIETNAM VETERANS DAY" PROCLAMATION & PRESENTATION
 - 2 "NATIONAL BOYS & GIRLS CLUB WEEK" PROCLAMATION AND BOYS & GIRLS CLUB ANNUAL REPORT
 - 3 CAPITAL IMPROVEMENT PLAN-RICK MELLIN JR, ZHA INC
- VII. PUBLIC COMMENTS-REGULAR & CONSENT ITEMS ONLY (Limited to Three Minutes)
- VIII. CONSENT AGENDA
 - 1 **RESOLUTION 17-56, NUISANCE ABATEMENT LIEN, 139 NORTH WELLS STREET.** "A Resolution of the City of Panama City Beach, Florida, approving an amount of \$5,094.11 to be liened on property located at 139 North Wells 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 approving an immediately effective date."
 - 2 **RESOLUTION 17-71, NUISANCE ABATEMENT LIEN, 110 PEARL AVENUE.** "A Resolution of the City of Panama City Beach, Florida, approving an amount of \$6,630.70 to be liened on property located at 110 Pearl Avenue 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 approving an immediately effective date."
 - 3 **RESOLUTION 17-72, NUISANCE ABATEMENT LIEN, 115 NORTH VESTAVIA STREET.** "A Resolution of the City of Panama City Beach, Florida, approving an amount of \$1,793.86 to be liened on property located at 115 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 approving an immediately effective date."
 - 4 **RESOLUTION 17-73, NUISANCE ABATEMENT LIEN, 133 MANISTEE DRIVE.** "A Resolution of the City of Panama City Beach, Florida, approving an amount of \$863.46 to be liened on property located at 133 Manistee Drive 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 approving an immediately effective date."

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

E-mailed and/or Faxed to following interested parties on: 3/20/17, Noon.

<u>NEWS MEDIA</u>	<u>CONTACT</u>
News Herald	John Henderson
Bullet	Editor
Channel 4	Ryan Rodig
Channel 7	Rex Ogburn
Channel 13	Ken McVay
Comcast	Stefanie Bowden
WOW	Cil Schnitker
WKGC	Emily Balazz
WLTG	A. D. Whitehurst
Clear Channel	Crystal Presley
Powell Broadcasting	Jeff Storey, GM

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

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

PRESENTATION

1



~Proclamation~

A PROCLAMATION DESIGNATING
MARCH 29, 2017
AS
"VIETNAM VETERANS DAY"
IN PANAMA CITY BEACH, FLORIDA

WHEREAS, it was forty-four years ago, on March 29, 1973, that America withdrew its last young men and women from the battlefields of Vietnam, and since the end of that bitter conflict faraway in Southeast Asia, a generation of Americans has come of age and understand the significance of the war; and

WHEREAS, instead of receiving a welcome fitting for the sacrifices they made for this country, the majority of the returning troops were met with criticism and hostility. These men and women fought a losing war on a foreign shore, returned to find that their country did not want them back; and

WHEREAS, in our shame, this country took out its anger on the brave men and women who gave so much for their country, who sacrificed so much. Let this be the reminder and promise that "never again will a generation of citizens and veterans abandon those who served or are serving their country or their respective families"; and

WHEREAS, serving with pride and allegiance to the ideals that define our great country, the sacrifices of Vietnam Veterans have been integral to preserving our cherished way of life, and they continue to inspire us with their own lives of personal, professional, and military accomplishment, and it is fitting that all citizens extend their admiration and heartfelt gratitude for such meaningful contributions to our Nation, this State, and their home communities;

NOW, THEREFORE, I, Mike Thomas, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, call upon all citizens of Panama City Beach to observe March 29, 2017 as

"Vietnam Veterans Day"

and encourage all Americans to thank our Vietnam Veterans now for their service in defense of global freedom and democracy.

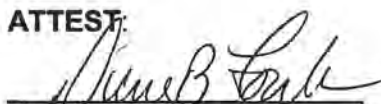
IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Twenty-Third of March, in the Year of Our Lord Two Thousand Seventeen.

City of Panama City Beach


Mike Thomas, Mayor



ATTEST:


Diane Fowler, City Clerk

①

PRESENTATION

2



~Proclamation~

**A PROCLAMATION DECLARING
MARCH 27 THROUGH MARCH 31, 2017 AS
“NATIONAL BOYS AND GIRLS CLUB WEEK”
IN PANAMA CITY BEACH**

WHEREAS, in 1906, the Boys and Girls Clubs of America were created and ultimately gave birth to a national movement whose Clubs in all 50 states have served millions of young people; and

WHEREAS, the City of Panama City Beach is proud to support the vital work of the Boys and Girls Club for the youth of our community; and

WHEREAS, Boys and Girls Clubs provide young people the connections they need to succeed, as well as professional youth services to help them cope with a wide range of social and financial hardships; and

WHEREAS, Boys and Girls Clubs also ensure that our young people keep off the streets by offering them a safe and supportive place to go and providing them with quality programs; and

WHEREAS, Boys and Girls Clubs are dedicated to developing within our young people a sense of belonging, leadership, self-esteem and responsibility through its programs including citizenship, leadership, physical education; and

WHEREAS, Boys and Girls Clubs are a vital force in the development of our youth through its many programs and these boys and girls will go on to become responsible citizens and leaders in their homes and communities;

NOW, THEREFORE, I, Mike Thomas, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, do hereby proclaim March 27 through March 31, 2017 as

“NATIONAL BOYS AND GIRLS CLUB WEEK”

in Panama City Beach and call upon all citizens to commend the Boys and Girls Club for providing comprehensive, effective services to the young people of our community.

IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Official Seal of Our Great City to be affixed this Twenty-Third of March, in the Year of Our Lord Two Thousand Seventeen.



City of Panama City Beach

Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk



**BOYS & GIRLS CLUBS
OF BAY COUNTY**

Frank Brown Park

2016 PROGRAM REPORT





BOYS & GIRLS CLUBS
OF BAY COUNTY

Our Mission

To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

2016

IMPACT REPORT



“The Club is like a second home to me. I know the staff really care!”

Jaden Fennel
Hilton Teen

Jaden Fennel is a twelve year old member of the Hilton Teen Center. He started his Boys & Girls Club journey at the early age of six. The Boys & Girls Club has provided him, and his two-brothers, a safe place to have fun while his mother is at work. His mom doesn't have to worry about them after-school because the club takes good care of them. Jaden is currently an active Torch Club member, playing on the Boys & Girls Club's basketball team, and is a helping hand to any Club staff in need. He can often be seen helping around the club volunteering in many capacities. "The Boys & Girls Club is like a second home to me. The staff really cares about who I am. I've made friends at the club that I know I will have for the rest of my life!"

The Club Experience

Boys & Girls Clubs fill the gap between school and home. We provide welcoming, positive environments in which kids and teens have fun, participate in life-changing programs, and build supportive relationships with peers and caring adults.



The Need in Our State

Every day 500,000 kids in Florida leave school with nowhere to go. They risk being unsupervised, unguided and unsafe.

Our Reach



4
Boys & Girls Club Sites
in Bay County



3266 = **1382** Registered Members + **1884** Youth Served Through Community Outreach
Youth Served

Member Demographics

80%

Ages 12 and Younger

20%

Teens

60%

Minority Races or Ethnicities

83%

Qualify for Free or Reduced-Price School Lunch

69%

Live in Single-Parent Households



Demonstrating Our Positive Impact



The Need

30% of young people in Bay County fall to graduate from high school on time.²

What We Do

Power Hour provides the Club with a strategy & resources to create an engaging homework help & tutoring program. In 2016, 93% of our club members were on grade level for their age.

Our Impact

Among our teen-aged Club members, **95%** expect to graduate from high school, and **89%** expect to complete some kind of post-secondary education.

The Need

10% of high-school youth in Bay District Schools were involved in a physical fight in the past year.³

What We Do

Torch Clubs are small-group leadership and service clubs for ages 11-13- staff can help meet the special character development needs of younger adolescents at a critical state in their life

Our Impact

89% of Club teen members volunteer in their community at least once per year, while **61%** volunteer in their community at least once per month.



The Need

13% of young people ages 6-12 in Bay County are overweight or obese.⁴

What We Do

Healthy Habits is designed to incorporate healthy living & active learning in every part of the Club. It emphasizes good nutrition, regular physical activity & improving overall well-being.

Our Impact

78% of Club members ages 9 and older report getting at least an hour of physical activity on five or more days per week.

How You Can Help



With your generous support, Boys & Girls Clubs of Bay County will create opportunities to help more kids and teens achieve great futures. To make a donation or to learn about other ways you can help, contact Hank Hill, Chief Executive Officer, Boys & Girls Clubs of Bay County, 850.763.2076. Please visit www.bgcbayfl.org to donate safely and securely online

GREAT FUTURES START HERE.



PO Box 914
Panama City, FL 32402
850.763.2076
www.bgcbayfl.org

¹ America After 3PM, Afterschool Alliance, <http://afterschoolalliance.org/AA3PM/>

² <http://www.floridacharts.com/charts/OtherIndicators/NonVitalRateOnlyData/ewer.aspx?cid=0552>

³ Bay District Schools & Department of Education website 2013-2014 school year data

⁴ www.floridahealth.gov



**BOYS & GIRLS CLUBS
OF BAY COUNTY**

Frank Brown Park

STAFF

Administrative

Chief Executive Officer
Area Director
Administrative Assistant
Bookkeeper

Hank Hill
JC Schwab
Kellie Mitchum
Daniel Griffin CPA

2016 Summer Program Staff

Unit Director
Education Director
Gym Supervisor
Game room Supervisor
Outside Supervisor
Program Staff
Program Staff
Program Staff

Stacey Schubert
Laurie McCarter
Charles Taylor
Krystle Manley-Reed
Montoya McCall
Monica Mendez
Amber Brown
Jamee Goodman

School Term Staff

Unit Director
Education Director
Gym Supervisor
Game room Supervisor
Outside Supervisor

Latina Reed
Laurie McCarter
Chris Beard
Ann Marie Crutchfield
Krystle Manley-Reed

**Membership Report
Frank Brown Beach Unit**

<u>SCHOOLS</u>	<u>MEMBERS</u>
Hutchinson Beach Elementary School	93
West Bay Elementary School	19
Patronis Elementary School	38
Breakfast Point Elementary School	77
St. Andrews Elementary School	1
Breakfast Point Middle School	40
Surfside Middle School	31
Arnold High School	27
Other	
Total:	326

MEMBERSHIP BY AGE:

6 YEAR OLDS:	13
7 YEAR OLDS:	35
8 YEAR OLDS:	49
9 YEAR OLDS:	46
10 YEAR OLDS:	38
11 YEAR OLDS:	51
12 YEAR OLDS:	42
13 YEAR OLDS:	18
14 YEAR OLDS:	18
15 YEAR OLDS:	6
16 YEAR OLDS:	7
17 YEAR OLDS:	3
18 YEAR OLDS:	0
TOTAL:	326

Racial Breakdown

Caucasian	242
African-American	26
Asian	6
Hispanic	20
Bi-Racial	21
Other	11
Total:	326

Members on Free/Reduced Lunch **216**

Single Parent Household **145**

2016 Hours Spent By Members at the Club **133,007 HOURS & 22 MINUTES**

Boys & Girls Clubs of Bay County, Inc.

January through December 2016 Financial Expenditure Report
Frank Brown Park Unit

Expenses

5000- Travel & Fuel	\$1,452.97
5020-Conferences	\$2,515.36
5030- Dues	\$4,692.28
5140- Payroll	\$86,210.60
5150- Employee Benefits	\$10,905.64
Payroll Taxes	
5180- Audit & Professional Fees	\$8,250.44
5260- Supplies	\$10,182.87
5270- Program Expenses	\$10,595.30
5320- Occupancy	\$1,287.78
Telephone/Internet	
<hr/>	
Total Expenditures:	\$136,093.24

Every year, the Boys & Girls Clubs of Bay County conducts a third party audit, complete with filing an organizational 990 with the IRS. In addition, the Club also contracts our bookkeeping services out to Daniel Griffin, CPA, PA. Upon request, the club will provide our complete audited financials from the previous year.



**BOYS & GIRLS CLUBS
OF BAY COUNTY**

Administration Office
P.O. Box 914
Panama City, FL 32402
Tel 850-763-2076
Fax 850-763-8445
www.bgcbayfl.org

Chief Executive Officer
Hank Hill

Officers
2016 President
Patrick Ryan

Past President
Debbie Sasser
Vice Presidents
Arthur Cullen – Resource Dev.
Les McFatter – Operations
Vickie Gainer – Marketing/Comm.
Treasurer
Michael Lovchuk
Secretary
Jasmine Allen

Board of Directors

Will Cramer
Todd Brister
Paul Casto
Tim Cobb
Conssandra Ford
Greg May
Ryan Neves
Sherri Reitmeyer
Steven Crowe
Jay Trumbull
Russell Voyles
Nathan Lawrence
Ben McCloy
Lee J Kinner
Suzy Nadler
Marcia Croom
Mason Faggert
Jimmy Barr
Jon Smiley

Lifetime Board Members

Bill Black
Olivia Cooley
Gary Nellis



United Way
of Northwest Florida

GREAT FUTURES START HERE.



Frank Brown Park

Torch Club

Torch Clubs are chartered small group leadership programs. Youth 11 to 13 participate in various community service projects. The Torch Clubs help members meet the special character development needs of younger adolescents at a critical stage in their life.



Junior Staff

Junior Staff is a small group program that is both practical and user friendly. It is primarily for members 13 to 18 years of age. Junior Staff gives teens the opportunity to explore a career in youth development and human services. Particularly Boys & Girls Club work. This year Junior Staff members learned how to fill out a job application and held various exciting positions at the Boys & Girls Club. Members also were an instrumental part in serving breakfast and lunch to all youth members during the nine week summer program. This year we had over 35,000 meals served to Boys & Girls Club members. Junior Staff who completed the nine week program we treated to an end of the year trip. This year the Junior Staff went white water rafting on the Ocoee River and spent a day at Six Flags Over Georgia. The trip was fully paid by the fundraising efforts by the Junior Staff during the Summer Program.



Summer Brain Gain

Summer Brain Gain is comprised of one-week modules with fun, themed activities for elementary school, middle school and high school students. Supported by Disney, each module takes a project-based learning approach: youth engage in a process of learning through discovery, creative expression, group work and a final project or production. As a result, kids develop higher-order thinking skills through the Summer Brain Gain modules while staying on track for the coming school year.



NFL Flag Football

NFL Flag, powered by USA Football, provides opportunities for children, ages 7-14, to enjoy America's favorite sport. Players benefit by being physically active through non-contact, continues action while learning the fundamentals of football, lessons in teamwork and sportsmanship. All leagues are co-ed. This past season the Beach Unit Cowboys won the League Championship!



Summer Food Service Program

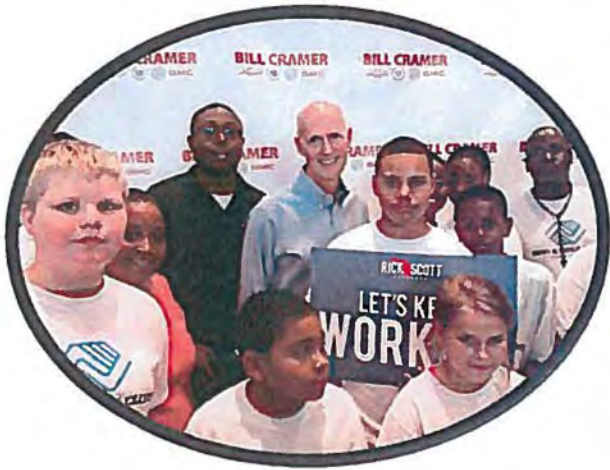
The program was established to ensure that low-income children continue to receive nutritious meals when school is not in session. Free meals that meet federal nutrition guidelines are provided to children up to 18 years of age. The Frank Brown Park Boys & Girls Club is a feeding site. Not only are members served meals, but children who come during specific feeding times are served a healthy meal as well. This year we provided over 17,000 meals to youth in Panama City Beach.



Weekly Art Class

Members at the Frank Brown Beach Unit have the opportunity to participate in an hour long class that not only teaches them strategies and techniques, but they also learn history behind their specific art focus.







**BOYS & GIRLS CLUBS
OF BAY COUNTY**

Frank Brown Park

Youth of the Year:

Youth of the Year is Boys & Girls Clubs of America's premier youth recognition program. It is a national program designed to help young people recognize the need for community and civic involvement. The program encourages involvement at school, church, community and their Boys & Girls Club. This year Jordyn Woolsey a member of the Frank Brown Boys & Girls Club will represent our entire organization as the Bay County Youth of the Year!



Youth of the Month:



This monthly program allows a club youth to be recognized for their hard work within the Club as well as in school. The winning member attends a Panama City Beach City Council Meeting and is recognized by Mayor Mike Thomas and council.

CONSENT AGENDA

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

03/23/2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve of the attached Resolution approving an amount of \$5,094.11 to be liened on property located at 139 North Wells Street for costs incurred by the City to abate nuisances on the property.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City incurred costs related to nuisance abatement at 139 North Wells Street. The work included towing of an RV, demolition and removal of an unsafe structure and general property clean-up.

The total lien includes the costs incurred for the title search report, towing, labor for clean-up, postage and attorney fees.

CONSENT
AGENDA ITEM # 1

RESOLUTION 17-56

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$5,094.11 TO BE LIENED ON PROPERTY LOCATED AT 139 NORTH WELLS 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.

WHEREAS, pursuant to Section 15-25 of the City's Code of Ordinances, the City has undertaken the abatement of public nuisances defined by Section 15-17 of the City Code, following notice and non-action by the Owners to come into compliance with the City Code section; and

WHEREAS, pursuant to 15-26 of the City's Code, the City Council shall assess the entire cost of the abatement of the nuisance against the property, inclusive of all administrative, legal, postal and publication expenses, and any other direct or indirect costs associated therewith.

NOW THEREFORE, BE IT RESOLVED by the City Council that a lien be assessed against the following property in the amount set forth below:

PROPERTY ID NO.	APPARENT OWNERS	ADDRESS	AMOUNT OF LIEN
38200-017-000	Betty Ann Rosa	139 North Wells Street Panama City Beach, FL 32413	\$5,094.11

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are hereby authorized and directed to record such lien and notify the Tax Collector and all interested parties of such lien.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 23 day of March, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

CONSENT
AGENDA ITEM # 1
Resolution 17-56

**PANAMA CITY BEACH
BUILDING AND PLANNING DEPARTMENT**

110 S. Arnold Road, Panama City Beach, FL 32413
850-233-5100 Fax: 850-233-5049

February 20, 2017

CITY OF PANAMA CITY BEACH, FLORIDA

**NOTICE OF LIEN
CODE ENFORCEMENT**

RE: Betty Ann Rosa
AND ALL INTERESTED PARTIES:
139 North Wells Street
Panama City Beach, FL 32413

VIA CERTIFIED AND REGULAR MAIL TO:

Betty Ann Rosa
139 North Wells Street
Panama City Beach, FL 32413
38200-017-000
Chuck Perdue
Bay County Tax Collectors office
850 W. 11th Street
Panama City, FL 32401

PREPARED BY: Heidi Murray for Code Enforcement. Officer, James Tindle

Pursuant to Section 15-25 of the City of Panama City Beach Code Of Ordinances, the City has undertaken certain actions to abate the nuisance located at 139 North Wells Street, Panama City Beach, Florida 32413

2. The amount of the City's abatement lien is as follows:

Labor \$ 3,900(Clean-up and Labor)
Title search report: \$150.00
Postage: \$ 14.36
Attorney Fee's: \$ 927.75
Recording Fee's: \$27.00
Towing Fee: \$ 75.00

TOTAL: \$ 5094.11


25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

Parcel identification number 38200-017-000, Lot 32, Block 2, according to the plat of Miramar Heights as recorded in Plat Book 8, Page 3, in the Office of the Clerk of Bay Co., Florida ("The Property")

Civil penalties and costs of an administrative hearing, if applicable, including a reasonable attorney=s fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this 20th day of February, 2017.

By: 
~~Diane Fowler, City Clerk~~
To Smith, Deputy City Clerk

Owner: Betty Rosa
139 North Wells Street

3-15-17
Date

CONSENT AGENDA

ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

03/23/2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve of the attached Resolution approving an amount of \$6,630.70 to be liened on property located at 110 Pearl Avenue for costs incurred by the City to abate nuisances on the property.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City incurred costs related to nuisance abatement at 110 Pearl Avenue. The work included demolition of a destroyed residential structure, removal of debris, clearing, and securing the property.

The total lien includes the costs incurred for the title search report, postage and attorney fees.

CONSENT
AGENDA ITEM #

2

RESOLUTION 17-71

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$6,630.70 TO BE LIENED ON PROPERTY LOCATED AT 110 PEARL AVENUE 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.

WHEREAS, pursuant to Section 15-25 of the City's Code of Ordinances, the City has undertaken the abatement of public nuisances defined by Section 15-17 of the City Code, following notice and non-action by the Owners to come into compliance with the City Code section; and

WHEREAS, pursuant to 15-26 of the City's Code, the City Council shall assess the entire cost of the abatement of the nuisance against the property, inclusive of all administrative, legal, postal and publication expenses, and any other direct or indirect costs associated therewith.

NOW THEREFORE, BE IT RESOLVED by the City Council that a lien be assessed against the following property in the amount set forth below:

PROPERTY ID NO.	APPARENT OWNERS	ADDRESS	AMOUNT OF LIEN
32883-000-000	Linda Allen Rinaldo	110 Pearl Avenue Panama City Beach, FL 32413	\$6,630.70
32883-000-000	Linda Allen Rinaldo	21906 High Ridge Drive Panama City Beach, FL 32413	\$6,630.70
32883-000-000	Regions Bank d/b/a Regions Mortgage	2050 Parkway Office Circle Birmingham, AL 35244	\$6,630.70

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are hereby authorized and directed to record such lien and notify the Tax Collector and all interested parties of such lien.

THIS RESOLUTION shall be effective immediately upon passage.
PASSED in regular session this 23 day of March, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 17-71

CONSENT
AGENDA ITEM # _____





PANAMA CITY BEACH

Home of the World's Most Beautiful Beach

CITY OF PANAMA CITY BEACH, FLORIDA

NOTICE OF LIEN CODE ENFORCEMENT

February 1, 2017

RE: Linda Allen Rinaldo
AND ALL INTERESTED PARTIES:
110 Pearl Ave
Panama City Beach, Fl 32413

VIA CERTIFIED AND REGULAR MAIL TO:
Linda Allen Rinaldo
110 Pearl Ave.
Panama City Beach, FL 32413

Linda Allen Rinaldo
21906 High Ridge Drive
Panama City Beach, FL 32413

Regions Bank d/b/a Regions Mortgage
2050 Parkway Office Circle
Birmingham, AL 35244

ID # 32883-000-000
Chuck Perdue
Bay County Tax Collectors office
850 W. 11th Street
Panama City, FL 32401

PREPARED BY: James Tindle DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Beach Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 110 Pearl Ave, Panama City Beach, FL, 32413.
2. The amount of the City's abatement lien is as follows:

Mayor
Mike Thomas

Vice-Mayor
Josie B. Strange

Council
John Reichard Hector Solis
Phil Chester

City Attorney
Amy E. Myers

City Manager
Mara Gisbert

City Clerk
Diana Fowler

Labor \$5,300.00: (Clean-up and Labor)

Title search report: \$150.00

Postage: \$20.70

Attorney Fees: \$1,133.00

Recording Fees: \$27.00

TOTAL: \$6,630.70

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

LOT THIRTEEN (13), BLOCK "C" GULF HIGHLANDS,
ACCORDING TO THE RECORDED PLAT THEREOF NOW ON
FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT
OF BAY COUNTY, FLORIDA

Civil penalties and costs of an administrative hearing, if applicable, including a reasonable attorneys fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this 1 day of Feb, 2017.

By: 
Diane Fowler, City Clerk

CONSENT AGENDA

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

03/23/2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve of the attached Resolution approving an amount of \$1,793.86 to be liened on property located at 115 North Vestavia Street for costs incurred by the City to abate nuisances on the property.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

The City incurred costs related to nuisance abatement at 115 North Vestavia Street. The work included removal of debris, dead trees, cutting the grass, trimming hedges, removal of fence panels and gate, and removal of a broken concrete driveway.

The total lien includes the costs incurred for the title search report, postage and attorney fees.

RESOLUTION 17-72

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$1,793.86 TO BE LIENED ON PROPERTY LOCATED AT 115 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.

WHEREAS, pursuant to Section 15-25 of the City's Code of Ordinances, the City has undertaken the abatement of public nuisances defined by Section 15-17 of the City Code, following notice and non-action by the Owners to come into compliance with the City Code section; and

WHEREAS, pursuant to 15-26 of the City's Code, the City Council shall assess the entire cost of the abatement of the nuisance against the property, inclusive of all administrative, legal, postal and publication expenses, and any other direct or indirect costs associated therewith.

NOW THEREFORE, BE IT RESOLVED by the City Council that a lien be assessed against the following property in the amount set forth below:

PROPERTY ID NO.	APPARENT OWNERS	ADDRESS	AMOUNT OF LIEN
38209-000-000	Lisa Pinto	115 North Vestavia Street Panama City Beach, FL 32413	\$1,793.86
38209-000-000	Nelson J. Pinto	115 North Vestavia Street Panama City Beach, FL 32413	\$1,793.86

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are hereby authorized and directed to record such lien and notify the Tax Collector and all interested parties of such lien.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 23 day of March, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 17-72
CONSENT
AGENDA ITEM # 3



PANAMA CITY BEACH

Home of the World's Most Beautiful Beach

CITY OF PANAMA CITY BEACH, FLORIDA

NOTICE OF LIEN CODE ENFORCEMENT

RE: Lisa Pinto and Nelson J. Pinto
AND ALL INTERESTED PARTIES:
115 North Vestavia Street
Panama City Beach, FL 32413

February 2, 2017

VIA CERTIFIED AND REGULAR MAIL TO:

Lisa Pinto and Nelson J. Pinto
115 North Vestavia Street
Panama City Beach, FL 32413

ID # 38209-000-000
Chuck Perdue
Bay County Tax Collectors office
850 W. 11th Street
Panama City, FL 32401

PREPARED BY: James Tindle DEPARTMENT: Building and Planning.

1. Pursuant to Section 15-25 of the City of Panama City Beach Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 115 N. Vestavia Street, Panama City Beach, FL 32413.

2. The amount of the City's abatement lien is as follows:

Labor: \$1,602.50 (Clean-up and Labor)

Title search report: \$150.00

Postage: \$14.36

Recording Fees: \$27.00

TOTAL: \$1,793.86

Mayor
Mike Thomas

Vice-Mayor
Josie B. Strange

Council
John Reichard Hector Sols
Phil Chester

City Attorney
Amy E. Myers

City Manager
Mario Gilbert

City Clerk
Diane Fowler

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

Lot, Block 3, Miramar Heights, according to the plat thereof, recorded in Plat Book 8, Page 3, of the Public Records of Bay County, Florida.

Civil penalties and costs of an administrative hearing, if applicable, including a reasonable attorneys fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this 2 day of Feb, 20 17.

By: 
Diane Fowler, City Clerk

CONSENT AGENDA

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

03/23/2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve of the attached Resolution approving an amount of \$863.46 to be liened on property located at 133 Manistee Drive for costs incurred by the City to abate nuisances on the property.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City incurred costs related to nuisance abatement at 133 Manistee Drive. The work included removal of debris, cutting the grass, removal of weeds from rock beds, removal of vines from the house and trimming the shrubs.

The total lien includes the costs incurred for the title search report, postage and attorney fees.

CONSENT
AGENDA ITEM #

4

RESOLUTION 17-73

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$863.46 TO BE LIENED ON PROPERTY LOCATED AT 133 MANISTEE DRIVE 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.

WHEREAS, pursuant to Section 15-25 of the City's Code of Ordinances, the City has undertaken the abatement of public nuisances defined by Section 15-17 of the City Code, following notice and non-action by the Owners to come into compliance with the City Code section; and

WHEREAS, pursuant to 15-26 of the City's Code, the City Council shall assess the entire cost of the abatement of the nuisance against the property, inclusive of all administrative, legal, postal and publication expenses, and any other direct or indirect costs associated therewith.

NOW THEREFORE, BE IT RESOLVED by the City Council that a lien be assessed against the following property in the amount set forth below:

PROPERTY ID NO.	APPARENT OWNERS	ADDRESS	AMOUNT OF LIEN
33137-010-000	Charles J. Dugan	133 Manistee Drive Panama City Beach, FL 32413	\$863.46
33137-010-000	Barbara A. Dugan	133 Manistee Drive Panama City Beach, FL 32413	\$863.46

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are hereby authorized and directed to record such lien and notify the Tax Collector and all interested parties of such lien.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 23 day of March, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

4



PANAMA CITY BEACH

Home of the World's Most Beautiful Beach

CITY OF PANAMA CITY BEACH NOTICE OF LIEN CODE ENFORCEMENT

February 2, 2017

RE: Charles J. Dugan and Barbara A. Dugan
AND ALL INTERESTED PARTIES:
133 Manistee Drive
Panama City Beach, FL 32413

VIA CERTIFIED AND REGULAR MAIL TO:
Charles J. Dugan and Barbara Dugan
133 Manistee Drive
Panama City Beach, FL 32413

ID# 33137-010-000
Chuck Perdue
Bay County Tax Collectors office
850 W. 11th Street
Panama City, FL 32401

PREPARED BY: James Tindle DEPARTMENT: Building and Planning.

1. Pursuant to Section 15-25 of the City of Panama City Beach Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 133 Manistee Drive, Panama City Beach, FL 32413.

2. The amount of the City's abatement lien is as follows:

Labor \$459.60 (Clean-up and Labor)

Title search report: \$150.00

Postage: \$14.36

Attorney Fees: \$212.50

Recording Fees: \$27.00

TOTAL: \$863.46

Mayor
Mike Thomas

Vice-Mayor
Josie B. Strange

Council
John Reichard Hector Solis
Phil Chester

City Attorney
Amy E. Myers

City Manager
Meno Gisbert

City Clerk
Diana Fowler

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

Lot 17, block 6, Gulf Highlands, Unit 2, according to the plat thereof, recorded in Plat Book 8, Page 3, of the Public Records of Bay County, Florida.

Civil penalties and costs of an administrative hearing, if applicable, including a reasonable attorneys fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this 2 day of Feb, 2017.

By: Diane B. Fowler
Diane Fowler, City Clerk

CONSENT AGENDA

ITEM 5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

March 23, 2017

3. REQUESTED MOTION/ACTION:

Approve the agreement with Synovia Solutions, LLC to provide equipment and web based software for full time monitoring of City fleet vehicles, excluding the Fire Dept, in the annual amount of \$23,479.92.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Staff desires to incorporate a GPS enabled fleet vehicle monitoring system to improve fleet efficiency and safety, while reducing operational and maintenance costs. Each vehicle in the City fleet, except the Fire Dept which has existing capabilities, would have a GPS module that is capable of reporting the vehicle location and speed, along with certain vehicle diagnostic data. Data will be accessible to management in real-time via the service providers web based software.

Staff prepared the bid documents and a solicitation for service bids was publicly advertised. Six responsive service providers responded before the published deadline. Staff has reviewed the bids, and recommends awarding the work to the low bidder, Synovia Solutions, LLC for providing the service at the bid monthly unit costs of \$13.95 for off-road vehicles, \$14.12 for light vehicles and \$26.82 for heavy equipment. Based on the 135 vehicles in the fleet, excluding the Fire Dept, costs are estimated to be \$23,479.92 annually during the two year term of the proposed agreement. Copies of four draft documents - Agreement, Exhibit A (Scope of Work), Exhibit B (General Conditions) and Exhibit D (Bid Schedule of Values) are attached. Estimated annual costs are approximately \$9,500 for Police Dept, \$8,200 for Utilities Dept (Water and Wastewater), \$3,800 for Public Works Dept (Street, Stormwater & CRA), \$1,500 for Parks & Recreation and \$500 for Planning & Building Dept. Costs will vary as vehicles are added or removed from the plan during the term of the agreement at the specified unit rates. This expenditure is not currently budgeted, but the individual departments have funds available to carry costs for the six months of service needed to complete this fiscal year.

RESOLUTION 17-74

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SYNOVIA SOLUTIONS, LLC RELATING TO FLEET VEHICLE MONITORING SYSTEM IN THE AMOUNT OF \$23,479.92; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Synovia Solutions, LLC relating to fleet vehicle monitoring system in the amount of the monthly unit costs of \$13.95 for off-road vehicles, \$14.12 for light vehicles and \$26.82 for heavy equipment for the total base amount of Twenty Three Thousand Four Hundred Seventy Nine Dollars and Ninety Two Cents (\$23,479.92), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

SECTION 00050

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the **City of Panama City Beach** hereinafter called "OWNER", and Synovia Solutions, LLC doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. **TERM AND SCHEDULE.** This contract shall be valid upon issuance of the Notice to Proceed and shall continue for a period of two (2) years. Thereafter, the City shall have the option to renew this Agreement upon the same terms and conditions for two consecutive, one year periods. Upon any failure to so renew, this Agreement shall terminate. The CONTRACTOR will commence the Work required by the CONTRACT DOCUMENTS within 10 calendar days after the Notice to Proceed.
2. **SCOPE.** The CONTRACTOR will provide necessary hardware and web based software to allow real-time and historical monitoring of included fleet vehicles to allow the City to better manage fleet assets, improve risk management, improve operational efficiency and reduce costs. Detailed requirements are more particularly prescribed in EXHIBIT A – SCOPE OF WORK.
3. **COMPENSATION.** The CONTRACTOR agrees to perform all of the work for the unit costs set forth in EXHIBIT D – BID SCHEDULE OF VALUES. Payments for services provided will be on a monthly basis in accordance with EXHIBIT B – GENERAL TERMS AND CONDITIONS.
4. **DOCUMENTATION.** The CONTRACTOR agrees to submit, within the sealed bid package, all pertinent catalogs, descriptions, specifications, etc. necessary to clearly describe the physical aspects, installation requirements and normal operating characteristics and available data for each monitoring device type for each of the three contemplated fleet vehicle types: 1) Light duty vehicle, 2) Heavy duty vehicle and 3) Off road vehicle.
5. **INDEMNIFICATION:** The Contractor hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the

AGREEMENT

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CONSENT
AGENDA ITEM # 5

Contractor or any person employed or utilized by the Contractor in the performance of professional services hereunder. The specific consideration given for the promises of the Contractor set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Contractor, receipt whereof is hereby acknowledged and the adequacy of which the Contractor accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

6. LOSS CONTROL/SAFETY:

- a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.
- c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on City property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

- 7. DRUG FREE WORK PLACE REQUIREMENTS:** All contracts with individuals or organizations that wish to do business with the City of Panama City Beach City Council, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City of Panama City Beach City Council. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultant's employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City's Substance Abuse Policy shall be borne by the contractor,

AGREEMENT

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CONSENT
AGENDA ITEM # 5

subcontractor, vendor, or consultant.

8. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** The Contractor shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
9. **ASSIGNABILITY:** The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
10. **INDEPENDENT CONTRACTOR:** The Contractor is and shall remain an independent contractor and not an employee of the City.
11. **CONTROLLING LAW AND VENUE:** All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.
12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.
13. **ATTORNEY'S FEES:** If either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.
14. **NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision

AGREEMENT

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CONSENT
AGENDA ITEM #

5

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

- 15. MEDIATION:** City and Contractor agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.
- 16. PUBLIC RECORDS:** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, Contractor agrees to also comply with that law, specifically including to:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if [Contractor/Contractor/Engineer] does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of [Contractor/Contractor/Engineer] or keep and maintain public records required by the public agency to perform the service. If [Contractor/Contractor/Engineer] transfers all public records to the public agency upon completion of the contract, [Contractor/Contractor/Engineer] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If [Contractor/Contractor/Engineer] keeps and maintains public records upon completion of the contract, [Contractor/Contractor/Engineer] shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT DIANE FOWLER, CUSTODIAN OF PUBLIC RECORDS AT (850) 234-5100, DFOWLER@PCBGOV.COM or 110 SOUTH ARNOLD ROAD, PANAMA CITY BEACH, FLORIDA 32413.

AGREEMENT

00050-5
CONSENT
AGENDA ITEM # 5

PANAMA CITY BEACH – FLEET VEHICLE MONITORING SYSTEM

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

CITY OF PANAMA CITY BEACH

BY _____
MARIO GISBERT, CITY MANAGER

(SEAL)
ATTEST

DIANE FOWLER, CITY CLERK

CONTRACTOR: SYNOVIA SOLUTIONS, LLC

BY _____

NAME _____

(SEAL)
ATTEST:

(Please type)

TITLE _____

NAME _____
(Please type)

TITLE _____

END OF SECTION

AGREEMENT

00050-6
CONSENT
AGENDA ITEM # 5

**EXHIBIT A
SCOPE OF WORK**

1. GENERAL:

Contractor shall provide and install, for purchase or lease by the City, hardware and software to equip approximately 135 vehicles with a Fleet Monitoring System. The City intends to establish a two (2)-year service agreement with an option to extend annually up to two additional years with the vendor who offers the most effective option. Proposals shall include detailed information describing the manufacturer and model of the equipment.

Contractor shall supply and furnish all labor, materials, equipment, tools and supervision, and bear all items of expense, necessary for the installation of the required systems and satisfactory performance of the Contract, except such items as Owner specifically agrees in the Contract to supply or furnish to or for the use of Contractor. Any equipment, materials or services not specifically described in the Contract Documents, which may be fairly implied as required thereby or necessary to complete the Work for the use intended shall be within the scope of the Contractor's Work hereunder. All Work shall be performed by trained personnel in accordance with the equipment manufacturer's instructions and recommendations.

System functionality, reporting capabilities, monitoring fees and services will be major factors in determining award.

2. SYSTEM GOALS:

- A. Increase Savings
 - 1. Reduce Fuel due to:
 - a. Excessive engine idle time
 - b. Speeding
 - c. Harsh braking, acceleration and turning
 - d. Unnecessary or unauthorized travel e.g. taking the long way back from a job
- B. Improve Safety
 - 1. The system protects:
 - a. Drivers
 - b. Vehicle history report.
 - c. City (Legal defense)
 - d. GPS documentation to reconstruct an accident, etc.
 - e. Vehicles

PANAMA CITY BEACH – FLEET VEHICLE MONITORING SYSTEM

- C. Ensure routine maintenance is performed consistently; get alerts of engine fault codes, etc.
- D. Enhance Service
 - 1. Provide real-time information about a vehicle to gauge arrival times
 - 2. Provide historical information about vehicle location to answer complaints about speeding, reckless driving, etc.
 - 3. Find a vehicle near-by a selected vehicle or location to provide assistance

3. DESCRIPTION OF SYSTEMS:

- A. Systems shall be capable of tracking city vehicles as well as other traveling assets including but not limited to heavy equipment and off road vehicles. Devices for city vehicles shall be easily installed by connecting to a power supply and portable. If necessary, devices for off road vehicles and heavy equipment can be permanently mounted.

4. REQUIREMENTS:

- A. Equipment Requirements:
 - 1. Capability to track multiple vehicles (real-time and logged tracking)
 - 2. Transmit, for recording and storage in the proposed software solution, the location of each vehicle at intervals of two (2) minutes or less.
 - 3. Simultaneous real-time mapping of multiple vehicles
 - 4. Ability to track each vehicle after scheduled hours.
 - 5. Ability to track each vehicle's speed and number of starts and stops.
 - 6. Ability to detect if any vehicle's engine is running.
 - 7. Web access for tracking, reporting and viewing in maps with vehicle locations.
 - 8. Ability to view account information on-line.
 - 9. Printable built-in reports and individual vehicle reports.
 - 10. Schedulable electronic reporting and delivery.
 - 11. Easy hardware installation that does not require extensive modification of vehicles.
 - 12. Durable, low-maintenance equipment.
 - 13. Cellular and GPS antennas shall be internal to the unit with an option for an external antenna.

PANAMA CITY BEACH – FLEET VEHICLE MONITORING SYSTEM

14. Vendor shall offer a full product line of mobile device options for various input and functional needs (3G/LTE minimum)
15. Vendor shall offer optional alternative mobile devices that support 4G/LTE and WiFi hotspot capabilities.
16. Vendor must offer devices and data plans from multiple wireless network carriers including at a minimum, AT&T and Verizon with no data overage charges.

B. Software Requirements

1. Accessible in an industry standard Web browser such as Microsoft Internet Explorer.
2. Must support unlimited simultaneous users.
3. Able to show vehicle location information including ID, location, heading, address, latitude/longitude, time of fix, status, speed, etc. All parameters shall be customizable to the client's preference.
4. Filtering capabilities to limit viewing vehicles to specific groups or subgroups.
5. Vehicle table or list that shows a preview of vehicle information. The vehicle list shall allow easy pan/zoom to a selected vehicle.
6. Capable of creating "geofences" using a radius and polygon selection, as well as distance from a configurable line (routes).

C. Reporting Requirements

1. Detailed Summary: This report provides an overview of all events that happened for the vehicle(s) during a given date/time range.
2. Duration Detailed: This report should compute the elapsed time between two statuses such as time spent at site or on the road.
3. Event Summary: This report should list all violations of established Exception Condition parameters and its details.
4. Exception Conditions: This report must list all Exception Conditions that have been recorded.
5. Landmarks: This report should show the locations that have been recorded.
6. Location Event: This report should show the locations for the selected vehicle(s) for a given date and time.
7. Off/Out of Service Summary: This report should list the times and duration a vehicle is off/out of the service area.
8. Routing Detail: This report should provide the route statistics such as total stops, total drive time and total break/lunch time for the entire route.
9. Stationary Summary: This report should list all of the vehicle(s) that went past a pre-set stationary vehicle time parameter and the location where the vehicle was stationary.

10. Vehicle List: This report should provide any vehicle information entered in the database.
11. Reports shall be exportable to Microsoft Word, Excel, PDF and other formats.

5. EQUIPMENT:

- A. All of the equipment specified herein shall be furnished by a single MANUFACTURER who regularly engages in the production of this type of equipment who is fully experienced, reputable and qualified in the manufacture of the equipment to be furnished. Each component and auxiliary equipment item furnished under this specification shall be new and unused, of the type, size, design, and efficiency installed on previous projects and the product of a MANUFACTURER having a successful record of operation, manufacturing and servicing the equipment for a minimum of five (5) years prior to bid date. MANUFACTURER shall have at least one hundred (100) units installed, supply OWNER with previous installation details.
- B. The equipment MANUFACTURER who does not have the experience, shall provide unconditional extended warranty on the equipment. The MANUFACTURER's warranty period shall be for three (3) years after the final acceptance of the equipment by the OWNER. The equipment MANUFACTURER shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects of design, material and workmanship. In the event the equipment fails to perform as specified, the equipment MANUFACTURER shall promptly repair or replace the defective equipment without any cost to the OWNER (including handling and shipment costs).

6. SUBMITTALS:

- A. Copies of all material required to establish compliance with the Specifications shall be submitted in accordance with the provisions of the General Conditions. Submittals shall include at least the following:
 1. Descriptive literature, bulletins, and/or catalogs of the equipment.
 2. A complete total bill of materials of all equipment.
 3. Operation instructions.

7. WARRANTY:

- A. All equipment supplied under this section shall be warranted for a period of three (3) years from the date of acceptance by OWNER.

8. PATENTS AND LICENSES:

- A. The MANUFACTURER shall be responsible for all patents or licenses that exist on the equipment that may be provided.
- B. The MANUFACTURER shall assume all costs of patent fees or licenses for the equipment or process; and shall safeguard and save harmless the OWNER/OWNER from all damages, judgments, claims and expenses arising from license fees, or claimed infringement of any letters, patent or patent rights, or fees for the use of any equipment or process structural feature or arrangement of any of the component parts of the installation; and the price bid shall be deemed to include payment of all such patent fees, licenses or other costs pertaining thereto.

9. VEHICLE MONITORING UNITS:

- A. Heavy Equipment Monitoring Unit

The heavy equipment (heavy trucks, etc.) monitoring unit shall be provided with a wiring harness adapter/connector for installation. Unit shall be Model LMU-4200 GPRS/CDMA/HSPA series as manufactured by CalAmp, 805.97.9000 or www.calamp.com or approved equal.

- B. Light Vehicle Monitoring Unit

The light unit (light trucks and cars) monitoring unit shall be provided with an integral OBD-II interface connection for installation. Unit shall be Model LMU-303X GPRS/CDMA/HSPA series as manufactured by CalAmp 805.97.9000 or www.calamp.com or approved equal.

- C. Off-Road Vehicle Monitoring Unit

The off-road (four wheelers, construction equipment, etc.) monitoring unit shall be rechargeable trailer type fitted with a wiring harness for connection into the vehicles power system. Unit shall have a user selected polling rate with a minimum frequency of one minute. Unit shall be Model TTU-2830 series as manufactured by CalAmp 805.97.9000 or www.calamp.com or approved equal.

10. INSTALLATION:

- A. Installation of the monitoring equipment shall be in strict accordance with the MANUFACTURER'S instructions and recommendations.

END OF SECTION

**EXHIBIT B
GENERAL TERMS & CONDITIONS**

1. **Contractual Relationship:** In the performance of this Contract, Contractor shall operate as an independent contractor and not as agent of Owner. No personnel furnished by Contractor shall be deemed under any circumstances as agents, servants or employees of Owner.
2. **Work To Be Performed:** Contractor shall supply and furnish all labor, materials, equipment, tools and supervision, and bear all items of expense, necessary for the complete and satisfactory performance of the Contract, except such items as Owner specifically agrees in the Contract to supply or furnish to or for the use of Contractor. Any equipment, materials or services not specifically described in the Contract Documents, which may be fairly implied as required thereby or necessary to complete the Work for the use intended shall be within the scope of the Contractor's Work hereunder. All Work shall be performed by trained personnel in accordance with the equipment manufacturer's instructions and recommendations.
3. **Submittals:** Contractor agrees to furnish such proposals, information and other submittals (collectively, "Submittals") as Owner may require. To the extent Owner requests Submittals, Owner will review and comment on such Submittals to the extent necessary, within a reasonable time so as not to delay the progress of the Work. The parties stipulate and agree that a reasonable time shall not be less than five business days from Owner's receipt of each Submittal. Unless otherwise expressly directed by Owner in writing to the contrary, Contractor shall not begin and continue performance of any portion of the Work under this Contract without first receiving Owner's approval or comments on those Submittals. Any Submittal review or comment by Owner, or any failure to review or comment, unless expressly agreed in writing to the contrary, shall not alter any of the terms or conditions of this Contract or relieve Contractor of any responsibility or liability for the accuracy and completeness of its Submittal or be interpreted so as to imply approval of any Submittals. Irrespective of whether or not Owner has reviewed and provided comments upon any Submittal made by Contractor, any deviations from the requirements of the Contract Documents reflected in any such submittal shall not be deemed approved or accepted by Owner, unless Contractor expressly brings such deviation to Owner's attention and Owner has given Contractor express written approval of such deviation.

- 4. Changes in Quantities:** To the extent authorized in writing by Owner, Contractor shall furnish and install additional GPS hardware modules for any fleet vehicles the Owner elects to add to the program, at the unit prices set forth in EXHIBIT D – BID SCHEDULE OF VALUES. Conversely, Contractor shall accept returns and credit the Owner for any GPS hardware modules removed from the program at the same unit prices. Owner will not be responsible for the costs of Additional Work commenced without its express prior written approval. Failure to obtain prior written approval for Additional Work waives Contractor's claim that it performed Additional Work and instead such work will be deemed to be part of the Work required of Contractor hereunder.
- 5. Contractor's Responsibilities:** The Contractor shall comply with the following provisions:

 - 5.1** All of the Contractor's employees engaged in the Work, as well as Contractor's representatives, suppliers, subcontractors, and visitors, shall be subject to any rules and regulations established by Owner for the conduct of Contractor's operations upon the site.
 - 5.2** Contractor agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida and in Bay County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies, if any, responsible for regulating and licensing the Work to be provided and performed by Contractor pursuant to the Contract Documents.
 - 5.3** Contractor agrees that, when the Work to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such Work, it shall employ and/or retain only qualified and properly licensed personnel to provide such Work.
 - 5.4** Contractor represents to Owner that it has expertise in the type of Work that will be required for the Project. Contractor agrees that all Work to be provided by Contractor pursuant to the Contract Documents shall be subject to Owner's reasonable review and approval.
 - 5.5** The Contractor will include the provisions of this Article in every subcontract issued by it so that such provisions will be binding upon each of its sub-contractors and will require its sub-contractors to do likewise in their sub-agreements.
- 6. Scheduling Work:** Within ten (10) days of the execution of this Contract, and receipt of Notice to Proceed, the Contractor shall submit to Owner for its review

and approval the Contractor's initial time schedule for the completion of the initial equipment installation and software training. To the extent required by Owner, the sequence of commencement and completion of separable portions of the Work shall be as Owner directs. Contractor shall make available for Owner's use during the progress of the Work any portion of Work completed as Owner may direct.

7. **Laws and Regular:** Contractor shall comply strictly with all local, state, and federal laws, orders, and regulations applicable to its operation in the performance of the Work hereunder.
8. **Performance Time:** Time is of the essence of this Contract and all actions taken by the parties hereto shall be taken to the end that the performance of this Contract shall be fully expedited. Contractor shall begin performance of this Contract at the agreed time and shall diligently and continuously prosecute the Work thereafter. If Contractor shall stop performance and shall fail to resume timely performance within two (2) days after written notice from Owner, Contractor shall be in default and Owner may elect to terminate this Contract under the terms set forth below. Contractor shall indemnify, defend and hold Owner harmless from and against any penalty or liability incurred by Owner because of Contractor's failure to perform the Work as required hereunder.
9. **Delays and Extension of Time:** If Contractor is delayed in the progress of the Work, written notice thereof and of the anticipated results shall be given to Owner by Contractor within twenty-four (24) hours after the first commencement of the delay event. Failure to give such notice shall be deemed a waiver of any claim Contractor may otherwise have had for such delay. Delays caused by Owner or circumstances beyond the reasonable control and fault of Contractor and otherwise not reasonably foreseeable by Contractor in time to be prevented, shall, upon approval of the Owner, be the basis for an extension of time. Labor disputes shall not be a basis for an extension of time. Unless Contractor provides prompt written notice within 24 hours of the commencement of any event or occurrence hindering or delaying its progress, Contractor shall not be entitled to and hereby waives any and all damages which it may suffer and otherwise be entitled to by reason of such hindrance or delay.
10. **No Damages for Delay:** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner and the Project will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the

aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

- 11. Royalties and Patents:** Contractor hereby warrants the use or sale of materials and equipment manufactured or delivered hereunder will not infringe upon any patent claims (to the extent the design for such materials and equipment is not furnished by Owner); and Contractor agrees to indemnify and hold Owner harmless from, and to defend at its sole expense, all suits and proceedings against Owner based on any such alleged patent infringement, and to pay all costs, expenses, judgments and damages which Owner may have to pay or incur by reason of any such suit or proceedings.
- 12. Compliance with Safety Standards:** All equipment, machinery, electrical appliances, cords and apparatus shall comply with all applicable state and federal safety standards. Contractor shall utilize at its own risk materials, tools, equipment or facilities furnished by Owner for use by the Contractor and not to be incorporated in the Work and Contractor shall defend, indemnify and save Owner and Owner harmless from all claims for injuries to, or death of, any and all persons, and for loss of and damage to property resulting from or by reason of the Contractor's utilization thereof.
- 13. Guarantees:** Contractor guarantees all services and equipment shall be of the best quality of their respective kinds (unless otherwise authorized in writing by Owner), workmanship, and materials. Contractor further guarantees to use its best skill and judgment at all times in the performance of the Work and that it will perform the work as expeditiously and with the utmost expertise, care and skill. Contractor agrees that it will correct all services and equipment which fail to conform to the aforesaid guarantees in any respect and is discovered and communicated to Contractor during the progress of the Work; provided, however, that if Contractor's field forces required for such replacement are not available as required by Owner, Owner may, at its option, make the necessary repairs and charge the cost thereof to Contractor. The terms of this guarantee shall inure to the benefit of Owner and shall be in addition to any other rights, remedies or warranties whether express or implied, available to Owner under law or equity.
- 14. Compensation and Payment:** Contractor agrees to accept the Unit Contract Prices as its total compensation for doing all work, furnishing all materials, and performing all provisions embraced in this Contract; for all loss or damage arising out of the nature of the Work as from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance; and for all risk of every description connected with the work.

- 14.1 At the end of each calendar month or as soon thereafter as practicable, Contractor shall produce an itemized invoice by City department (Utilities, Police, Public Works, Building & Planning and Parks & Recreation) based on vehicle types and quantities of each with applicable unit rates. Contractor shall submit to the Owner, for Owner's review and approval, an application for payment reflecting such Contractor's itemization of services provided together with such supporting documentation as may be required by the Owner. Owner shall pay Contractor the value of the services provided so stated by the Contractor and approved by the Owner, less any disputed amounts or such other amounts Owner is entitled to withhold pursuant to the Contract Documents.
- 14.2 Any payment otherwise due hereunder may be withheld by Owner because of incomplete or defective Work or material not remedied, claims filed, or reasonable evidence indicating the probability of the filing of claims, failure of Contractor to make payments properly to its subcontractor or suppliers or for any other loss or expense Owner may incur as a result of any material breach of this Contract by Contractor. If the foregoing causes are removed to Owner's satisfaction, the withheld payments shall be promptly made.
- 14.3 The receipt of final payment by Contractor shall be deemed a waiver of any and all claims Contractor may have arising out of or relating to this Contract.
- 15. Taxes and Assessment:** Except to the extent otherwise indicated in this Contract, Contractor accepts full and exclusive liability for the payment of any and all taxes and assessments which may now or hereafter be imposed by local, state or federal government, including without limitation, all sales, use, power, gross receipts or other taxes levied with respect to the Work, or payments made to Contractor and assessments for unemployment insurance, old age benefits, annuities, disability benefits, or other purposes which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by Contractor on Work under this Contract.
- 16. Termination of Contract:** Owner may at any time terminate this Contract and/or Contractor's right to proceed with the Work under the following conditions:
- 16.1 **Termination for Cause:** If the Contractor fails or refuses at any time to comply with its duties and if the Contractor defaults in the performance of any of its other obligations hereunder, the Owner

may give Contractor written notice of default. If Contractor fails to remedy, or take appropriate measures to remedy the matter within two (2) days after receipt of such written notice, or if the Contractor becomes insolvent or makes an assignment for the benefit of creditors or files a petition in bankruptcy, or if bankruptcy or receivership proceedings are instituted against Contractor, the Owner may by immediate written notice cancel and terminate the Contractor's right to continue performance of the Work under this Contract regardless of the stage of completion of the Work and take possession of all equipment, tools, materials and supplies of Contractor necessary to complete the Work, and may at its option employ any other party to complete the Work, without prejudice and in addition to any other rights and remedies available to Owner at law or equity. If, after Owner has terminated the Contract, or otherwise exercised its rights under this paragraph, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided therein, then such termination shall be deemed a termination for convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor under Paragraph 16.2.

16.2 Termination for Convenience: After the first 12 months, and upon thirty (30) days written notice from Owner, Owner may terminate this Contract, in whole or in part, for its convenience and without Contractor's default, whereupon Owner shall pay to Contractor that portion of the Contract Price corresponding to the Work completed to the Owner's satisfaction prior to the termination date, together with costs necessarily incurred by the Contractor in winding up and demobilization. In no event shall Owner be liable for any loss of profit or business opportunity by Contractor with respect to the terminated portion of the Work.

16.3 Termination by Contractor for Cause: In the event Owner is in default of its obligations as defined below, Contractor may give written notice to Owner of such default. For purposes of this Paragraph 16.3, the parties acknowledge and agree that Contractor may terminate this Contract due to an Owner default only for the following: (i) Owner refuses to pay undisputed amounts within thirty days of such amounts becoming due hereunder; or (ii) the Work is stopped for period of time greater than ninety (90) days due to a governmental action, not attributable in any way to the fault or neglect of the Contractor. If the Owner fails to cure such default within seven (7) days written notice to Owner from Contractor, the Contractor may, upon seven (7) additional days written notice to Owner, terminate the Contract, whereupon the Contractor's

remedies against Owner shall be the same as and limited to those afforded Contractor under Paragraph 16.2.

- 17. Non-Assignment:** Contractor agrees not to assign or sublet the Work, or any part thereof, nor any money to become due hereunder, without first obtaining the written consent of Owner.
- 18. Notices:** Any notices required or permitted under the Contract Documents shall be deemed to be fully given if placed in a pre-paid addressed envelope and sent by certified U.S. mail with return receipt requested or by Federal Express or other similar national express mail service, or by acknowledged telex or telecopy, or by delivering the same in person. Notice shall be effective upon three (3) days after said notice is sent or upon receipt whichever is earliest. All notices to be given to the parties shall be sent to or made at the addresses as set forth below; but by giving the other parties at least ten (10) days prior written notice thereof, any party hereto shall have the right to change his respective address or the individual to whom notices are to be sent.

Notices to Owner: City of Panama City Beach
 Attn: Mario Gisbert, City Manager
 110 South Arnold Road
 Panama City Beach, FL 32413

Notices to Contractor: Synovia Solutions, LLC
 Attn:
 Contractor Address

The Contractor shall be responsible for conveying any change in their address to the City of Panama City Beach Finance Department during the term of this contract and any extensions thereof. The Finance Department will disperse the address change to all applicable departments and agencies. The Contractor's notification of address change shall be in writing; Email or Fax is acceptable.

Additionally, the parties hereto acknowledge that they have carefully reviewed this Contract and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

END OF SECTION

EXHIBIT D – BID SCHEDULE OF VALUES

A. INITIAL COSTS

<u>Item No.</u>	<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Vehicle Monitoring Device</u>	<u>Unit Cost Monitoring Device Installation</u>	<u>Activation Fees</u>	<u>Extension</u>
1.	a. Heavy Equipment	4	Each	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>
	b. Light Vehicle	129	Each	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>
	c. Off-Road Vehicle	2	Each	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>	\$ <u>Included Below</u>
Subtotal							\$ <u>Included Below</u>

B. SERVICE COSTS

<u>Item No.</u>	<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Monthly Monitoring</u>	<u>Unit Cost Number of Months in Initial Contract</u>	<u>Extension</u>
1.	a. Heavy Equipment	4	Each	\$ <u>26.82</u>	12	\$ <u>1,287.36</u>
	b. Light Vehicle	129	Each	\$ <u>14.12</u>	12	\$ <u>21,857.76</u>
	c. Off-Road Vehicle	2	Each	\$ <u>13.95</u>	12	\$ <u>334.80</u>
Total Annual Costs for Monthly Service						\$ <u>23,479.92</u>
TOTAL BASE BID (sum of Total Initial & Total Annual Service Costs for Year 1 of Contract)						\$ <u>23,479.92</u>

CONSENT
 AGENDA ITEM # _____

5

CONSENT AGENDA

ITEM 6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

March 23, 2017

3. REQUESTED MOTION/ACTION:

Approve the annual task order with Tetra Tech, Inc. for biological monitoring at Conservation Park in the amount of \$98,040.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City Wastewater Treatment Plant (WWTP) on Gulf Boulevard ceased all discharges of treated effluent to West Bay on May 28, 2011 when the new 2,900 acre receiving wetland project (Conservation Park) became operational. The City's wastewater treatment facility permit with the Florida Department of Environmental Protection (FDEP) requires extensive quarterly hydrologic and environmental monitoring of the wetland site in addition to the routine water quality sampling performed by City staff. This monitoring effort provides the City, and FDEP, information needed to evaluate any long term changes that may occur to the wetland ecosystem.

In addition, both the FDEP and the US Army Corps of Engineers (USACoE) require biological monitoring of several areas within the park identified to be mitigation areas. The City is required to restore native habitat in order to address wetland impacts that occurred during construction of the effluent discharge project. Approximately 60% of this task order is related to routine WWTP operating permit monitoring and the balance is for the wetland mitigation monitoring.

Staff requested and has received a proposed task order Number 6 for work under the existing Master Services Agreement (MSA) with the City's wetland engineering consultant, Tetra Tech, Inc., to perform certain monitoring and reporting tasks required for next year that are outside of staff's capabilities. A copy is attached for your review as Attachment A to the MSA. Fees in the Task Order total \$98,040 to complete activities required during the next twelve months. Monitoring quarter number two requires the most man-hours as it includes preparation of the required "Annual Wetlands Monitoring Summary Report" for submission to FDEP.

This is a planned expenditure and funds are available in the Utility Wastewater budget.

RESOLUTION 17-75

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING APPROVAL OF AN AGREEMENT WITH TETRA TECH, INC. FOR SAMPLING AND ANALYSIS OF EFFLUENT DISCHARGED BY THE CITY'S WASTEWATER TREATMENT PLANT, IN THE AMOUNT OF \$98,040; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order #6 to the Master Services Agreement between the City and Tetra Tech, Inc. for major wastewater engineering services dated December 29, 2013, relating to Conservation Park biological monitoring, in the basic amount of Ninety Eight Thousand Forty Dollars (\$98,040), in substantially the terms set forth in the Scope of Services attached and presented to the Council today, draft dated March 2, 2017, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 17-75

CONSENT
AGENDA ITEM # 6

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 6

DATE: March ____, 2017

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND TETRA TECH, INC. RELATING TO MAJOR WASTEWATER ENGINEERING SERVICES dated December 29, 2013, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to **Conservation Park Biological Monitoring – 2017**.

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

- a stipulated sum of **\$98,040**; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
 a fee determined on a time-involved basis with a maximum cost of \$ _____;

Work shall begin on March 24, 2017, and shall be completed within one calendar year. The date of completion of all work is therefore March 23, 2018. Liquidated delay damages, if any, are set at the rate of \$0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:

TETRA TECH, INC.

By: _____ Date: _____
Its:

CITY OF PANAMA CITY BEACH, FL.

ATTEST:

By: _____ Date: _____
City Manager

City Clerk



**ATTACHMENT A – SCOPE OF SERVICES
UNDER
MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND TETRA TECH, INC.,
RELATING TO MAJOR WASTEWATER ENGINEERING SERVICES DATED DECEMBER 29, 2013**

	CONSULTANT	CLIENT
Name	<u>Tetra Tech, Inc.</u>	<u>City of Panama City Beach, Florida</u>
Street Address	<u>61 St. Joseph Street, Suite 550</u>	<u>110 South Arnold Road</u>
City, State, Zip	<u>Mobile, Alabama 36602</u>	<u>Panama City Beach, Florida 32413</u>
Contact Person	<u>Michael B. Bomar, P.E.</u>	<u>Al Shortt, P.E.</u>
Telephone	<u>850.240.0436</u>	<u>850.233.5054</u>
Fax	<u></u>	<u>850.233.5116</u>
E-Mail	<u>michael.bomar@tetrattech.com</u>	<u>ashortt@pcbqov.com</u>

Date Work Order Prepared: March 2, 2017

Project Identification: Name: Conservation Park Biological Monitoring – FY 17

Tt Project No: **Location:** Panama City Beach, Florida

SCOPE OF WORK

Consultant shall provide biological monitoring and reporting services as required by the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) for the Client's 3,000 acre Conservation Park (Park) for fiscal year 2017. The Park is the permitted receiving wetland for the Client's reclaimed water. The intent of this scope of work is to assist the Client in meeting the conditions of FDEP and USACE permits for the receiving wetland use of the Park. This scope is intended to address specific conditions in FDEP Wetland Permit 03-231981-003-DF, FDEP Wastewater Permit FL0021512, and USACE Permit SAJ-2006-1857 (IP-DEB). The work shall cover four sampling events – Quarters 1-4 in 2017, Semi-Annual Monitoring, Annual Reporting, and site inspections with regulatory staff.

Conduct 2017 Wetland Quarterly Monitoring, Sampling, and Reporting:

Task I. Conduct Quarterly USACE Monitoring and Reporting, as well as Quarterly FDEP Monitoring:

Consultant shall conduct the quarterly monitoring field activities and subsequent preparation of reports based on such field activities required by the USACE and the FDEP. This will include the belt transects for herbaceous vegetation, belt transects for woody vegetation, threatened and endangered (T&E) species transects, and fish sampling stations. The required monitoring and reporting at the fourteen Discharge Distribution Sites will also be performed by the Consultant.

Information collected and prepared by the Consultant will be provided in tabular format to the Client for the Client's submission to the FDEP with other quarterly monitoring information prepared by others. The Consultant shall provide this information to the Client on or before the agreed upon dates identified by the Client.

Consultant shall also prepare a Draft "2017 Annual Wetlands Monitoring Summary Report" for the Client's review that satisfies the permit conditions in the referenced permit. The Consultant will provide a Draft Report in electronic format to the Client for review and comment. Upon receiving the Client's comments and reviewing the comments with the Client, the Consultant shall prepare the required number of copies of a Final "2017 Annual Wetlands Monitoring Summary Report" and submit on the Client's behalf to the FDEP by the required date.

The Consultant shall process the quarterly transect monitoring data for incorporation into the USACE 2017 Annual Monitoring Report to include wetland mitigation area semi-annual monitoring data/reporting as outlined in Task II below.



The following itemized breakdown summarizes the Consultant's work for the USACE and FDEP quarterly monitoring and reporting:

- A. Per conditions of FDEP Wastewater Permit (FL0021512, as revised on December 5, 2013)
 - 1. Monitoring of 4 previously established belt transects for herbaceous vegetation (quarterly)
 - 2. Monitoring of 4 previously established belt transects for woody vegetation (annually in Quarter 3)
 - 3. Monitoring of 4 1000-foot T&E transects (annually in Quarter 3)
 - 4. Monitoring of 4 fish sampling stations (annually in Quarter 2 or 3, depending upon conditions)
 - 5. Draft and submit Quarterly "DMR" data tables to the Client (per schedule provided by Kevin Aclin)
 - 6. Draft the "2017 Annual Wetlands Monitoring Summary Report", per permit conditions I.E.1-9, for submittal to Client by June 1, 2017, for review and comment. The final report is due to the FDEP by June 28, 2017.

- B. Per conditions of USACE Permit SJA 2006-1857 (IP-DEB)
 - 1. Monitoring of all 9 previously established 50m transects at Discharge Distributions Sites. (semi-annually)
 - 2. Process (quarterly) the 50m transect monitoring data for incorporation into USACE Annual Monitoring Report to include wetland mitigation area semi-annual monitoring data/reporting as outlined in Task II below;

Task II. Conduct Semi-Annual Monitoring and Annual Reporting for the Wetland Mitigation Area (269 acres, four 50m transects and Walk Paths):

Consultant will perform semi-annual monitoring and annual reporting services related to the Client's wetland mitigation area as required to satisfy the first two quarterly sampling events and to close out the monitoring of the wetland mitigation area. The wetland mitigation area includes 269 acres within the Park which the Client is required to perform mitigation services that include slash pine tree thinning and prescribed burning. There are four 50 meter long transects where specific monitoring is required on a quarterly basis and walking paths that require monitoring on an annual basis. The four 50 meter transects were previously permitted and accepted by the FDEP and USACE that the Consultant will monitor and the walking paths are constructed walking paths.

Consultant shall also prepare a Draft 2017 Annual Monitoring Report covering the conditions required by the USACE and a Draft 2017 Annual Monitoring Report covering the FDEP's permit conditions. Both Draft 2017 Annual Monitoring Reports will be provided to the Client for review and comment prior to submitting to either regulatory agency.

The following itemized breakdown summarizes the Consultant's work for the monitoring and reporting related to the 269 acre wetland mitigation area per conditions of FDEP Wetland Resource Permit (03-231981-003-DF) and USACE Permit SJA 2006-1857 (IP-DEB):

- A. Monitoring (semi-annual) of 4 previously established 50m transects
- B. Monitoring (annual) of Walk Paths within the wetland mitigation area
- C. Draft 2017 Annual Monitoring Report for submittal to the USACE (due within 60 days of completion of second semi-annual monitoring event)
- D. Draft 2017 Annual Monitoring Report for submittal to the FDEP (due August 31 of each year)

There is a chance that the third and fourth quarter sampling event's scopes of work may be modified, but this will be unknown until completion of Task III.

Task III. Conduct Site Inspections with FDEP and USACE:

Consultant shall prepare for and participate in two different site inspections (one with FDEP and one with USACE) of the Client's 269 acres mitigation area to determine the status of achieving mitigation requirements. Each inspection will include a Senior Wetland Scientist for the Consultant providing tours and on the ground inspections over two consecutive inspection days (4 days total of field time). Consultant shall provide a summary to the Client of the day's events after the inspections are completed.

Deliverables

- Four FDEP Wetland Quarterly Monitoring Data Tables (to be submitted to the Client, per quarterly submittal schedule provided by Kevin Aclin via email to M. Bomar and P. Johnson on January 17, 2015)



- One FDEP Annual Wetlands Monitoring Summary Report (due June 28, 2017, to FDEP)
- One USACE Annual Monitoring Report
- One FDEP Annual Monitoring Report (due to FDEP by October 31 each year)

Period of Performance – January 1, 2017 to December 31, 2017

Quarterly Breakdown (Tasks by Quarter):

Quarter 1 (January-March):

- Task I.A.1
- Task I.A.5
- Task I.B.1
- Task I.B.2
- Task II.A

Quarter 2 (April-June):

- Task I.A.1
- Task I.A.4
- Task I.A.5
- Task I.A.6
- Task I.B.1
- Task I.B.2
- Task III

Quarter 3 (July-September):

- Task I.A.1
- Task I.A.2
- Task I.A.3
- Task I.A.5
- Task I.B.1*
- Task I.B.2*
- Task II.A*
- Task II.B*
- Task II.D*

Quarter 4 (October-December):

- Task I.A.1
- Task I.A.5
- Task I.B.1*
- Task I.B.2*
- Task II.C*

*If required based on the outcome of Task III.

EXCLUSIONS

If Client wishes Consultant to perform any of the following Additional Services, Client shall instruct Consultant in writing and Consultant shall perform or obtain from others such services for additional fees.

- Groundwater, surface water, soil or vegetative sampling, and laboratory analysis.
- Sampling and reporting for other quarters or semi-annual events outside the noted Period of Performance or other parameters or conditions not included in this scope of work.

SCHEDULE OF WORK (attach sheet if necessary to describe)

Services described under Scope of Work above will begin upon receipt of signed Work Order.



FEE

The described scope of services will be performed for the following lump sum fees by task:

TASK ACTIVITIES	Amount
Quarter 1 Tasks	\$14,890
Quarter 2 Tasks	\$37,770
Quarter 3 Tasks	\$25,580*
Quarter 4 Tasks	\$19,800*
TOTAL	\$98,040

*The fees for Quarter 3 and 4 may be less depending on the results of Task III.



**City of Panama City Beach
Conservation Park Monitoring & Reporting Matrix**
Tetra Tech, Inc.
March 2017

	Task ID#	Description	Required Task			
			2017			
			Quarter			
			1	2	3	4
FDEP Wastewater Permit	I.A.1	Monitor belt transects for herbaceous vegetation	✓	✓	✓	✓
	I.A.2	Monitor belt transects for woody vegetation			✓	
	I.A.3	Monitor T&C transects			✓	
	I.A.4	Monitor fish sampling stations		✓		
	I.A.5	Draft and submit Quarterly Monitoring data tables to City	✓	✓	✓	✓
	I.A.6	Draft the "2017 Annual Wetlands Monitoring Summary Report" per permit conditions I.E.1-9, for submittal to City for review and comment		✓		
USACE Permit	I.B.1	Monitor 50m transects at Discharge Distribution Sites	✓	✓	✓*	✓*
	I.B.2	Process 50m transect monitoring data for incorporation into USACE Annual Monitoring Report	✓	✓	✓*	✓*
FDEP & USACE Wetland Permits	II.A	Monitor 50m transects	✓		✓*	
	II.B	Monitor Walk Paths within the wetland mitigation area			✓*	
	II.C	Draft 2017 Annual Monitoring Report for submittal to the USACE				✓*
	II.D	Draft 2017 Annual Monitoring Report for submittal to the FDEP			✓*	

*If required based on the outcome of Task III.

REGULAR AGENDA

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

03/23/2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council consider the proposed changes to the Land Development Code regarding non-conforming developments and make any needed changes.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

Sections 9.02.02 and 9.02.03 of the Land Development Code (LDC) regulate the expansion, enlargement, or modification of non-conforming development and uses. Nothing in this section prohibits the ordinary and routine maintenance and repair of non-conforming structures. Section 9.02.03 applies when a development has lost its protection as a non-conforming development and must comply with the requirements of the LDC except for setbacks and stormwater management. Such applications are a staff review and most applications received are of this type.

Section 9.02.02 applies when a non-conforming development has not lost its protection as non-conforming development and is proposing an expansion, enlargement, or modification. Such application can be approved if the extent and burden of the non-conformity is reduced or if the proposed improvements are determined to be insignificant changes. Many of the proposed changes to these sections of the LDC are to help clarify meaning and create consistency. One of the more important proposed changes is to require the Planning Board to consider applications regarding Section 9.02.02 rather than staff review and approval. The Planning Board would consider those applications regarding the expansion, enlargement, or modification of a lawful, non-conforming development. The Board would consider the unique characteristics of a particular site, how the site is deficient in meeting the requirements of the LDC, the type and amount of improvements proposed and compare all to the requirements of Section 9.02.02 (whether the proposed improvements are de minimis, and if not, will the extent and burden of the non-conformities be reduced). The criteria of this section is similar to that of conditional uses and variances which are types of applications already considered by the Planning Board. The notice will not require mailing of notice but will require posting and publication. The proposed ordinance also prohibits occupancy of a vacant portion of a building (tenant space in a shopping center) unless Sections 9.02.02 or 9.02.03 are satisfied. The proposed changes improve the sections regulating non-conforming development/uses and gives the Planning Board the authority to make decisions where judgment and discernment are needed.

ORDINANCE NO. 1410

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATING TO THE ALLOWED EXPANSION, ENLARGEMENT OR MODIFICATION OF EXISTING NON-CONFORMING DEVELOPMENT AND EXISTING NON-CONFORMING USES; AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATING TO THE LOSS OF THE PRIVILEGE OF CONTINUING NON-CONFORMING DEVELOPMENT AND USES; PROHIBITING THE OCCUPANCY OF A PORTION OF A NON-CONFORMING STRUCTURE WHEN THAT PORTION LOSES THE PRIVILEGE OF CONTINUING; REQUIRING PLANNING BOARD APPROVAL OF EXPANSION, ENLARGEMENT, OR MODIFICATION OF NON-CONFORMING DEVELOPMENT AND USES; AMENDING PLANNING BOARD PROCEEDINGS TO REQUIRE NOTICE OF A HEARING ON AN APPLICATION TO EXPAND, ENLARGE OR MODIFY A NON-CONFORMING DEVELOPMENT OR USE TO BE BY POSTING AND PUBLICATION BUT NOT BY NEIGHBORHOOD NOTICE; INCREASING THE DOLLAR VALUE OF *DE MINIMIS* IMPROVEMENTS PERMITTED FOR NON-CONFORMING DEVELOPMENT AND USES; AMENDING AFFECTED CROSS-REFERENCES; CLARIFYING THE DEFINITION OF NON-CONFORMING DEVELOPMENT TO EXPRESSLY INCLUDE SITES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 9.02.02 of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

9.02.02 Expansion, Enlargement or Modification of *Non-Conforming Development or Uses*

Non-conforming Development or the use thereof shall not be expanded, enlarged or modified, unless:

- A. The expansion, enlargement or modification reduces the extent (including by way of example and not limitation reduction in spatial characteristics such as area, height, volume or proximity to property lines) and burden (including by way of example and not limitation reduction in noise, impairment of light and air, vibration, dust or odors perceived from adjacent or neighboring properties) of the nonconformity; or
- B. The modification is a conversion of a flat roof to a new pitched roof (gable or hip with at least a 4:12 pitch) so long as that new roof otherwise complies with the roof requirements of this code; or
- C. The expansion, enlargement or modification meets each of the following criteria and is, therefore, deemed to be *de minimis*:
 - 1. The expansion, enlargement or modification does not increase the economic value by more than twenty (20)~~ten (10)~~ percent of the full *Assessed Value* of the site on which the *Non-Conforming Development* is located ("Subject Site");
 - 2. The expansion, enlargement or modification would not so increase the extent and burden (as exemplified in sub-section A of this section) of the nonconformity that adversely affect the properties adjacent to or neighboring surrounding the Subject Site would be materially and adversely affected;
 - 3. The expansion, enlargement or modification would not degrade any level of service below the level established for the Subject Site by the Comprehensive Plan;
 - 4. The expansion, enlargement or modification would not materially increase pedestrian or vehicular traffic to or from the Subject Site; and
 - 5. ~~A Local Development Order has been issued finding that the expansion, enlargement or modification complies with the criteria in this section and that the~~**The Non-Conforming Development** status of the property or *Use* has not been lostTerminated under any of the provisions of Section 9.02.03; and
- ~~D.6.~~ Enforcement of the prohibition against expansion, enlargement or modification would imposeeither:
 - (a) ~~impose~~an undue hardship upon the owner of the Subject Site and the undue hardship is not shared generally by others similarly situated;~~or~~

~~(b) Fail to serve the useful purpose of ultimately eliminating, or at least not increasing, the burden imposed upon the policies and priorities of this LDC by the subject non-conformance.~~

SECTION 2. From and after the effective date of this ordinance, Section 9.02.03 of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

9.02.03 Termination of the Privilege of Continuing Non-Conforming Development and Uses

Non-conforming Development and Uses shall be brought into full compliance with the *Use* regulations and the **Site Design and Development** design and improvement standards in **Chapters 2, 4, 5, and 7 of this LDC (except set-back and stormwater management standards)** in conjunction with **as a result of any of any one or more of** the following:

- A. The discontinuance of occupancy and/or use ~~Use~~ of a *Non-Conforming Development* or *Use* for a period of more than 180 days in any 365-day period. **Where the occupancy of a portion of a Non-Conforming Development has been discontinued for a period of more than 180 days in any 365-day period, that portion of the Development may not be occupied for any purpose until the entire Development is brought into full compliance with the Site Design and Development standards in Chapters 2, 4, 5, and 7 of this Code (except set-back and stormwater management standards).**
- ~~B. Expansion, enlargement or modification of the *Non-Conforming Development* other than that set forth in section 0 and other than the conversion of a flat roof to a new pitched roof (gable or hip with at least a 4:12 pitch) which roof otherwise complies with the roof requirements of this code;~~
- ~~C. The amount of land devoted, in whole or in part, to the *Non-Conforming Development* is increased; or~~
- ~~B.D. Reconstruction of the *Principal Structure* after the structure has been substantially destroyed by any means, whether voluntarily or involuntarily. A structure is "substantially destroyed" if the cost of reconstruction exceeds sixty (60) percent of the structure's *Assessed Value*. If there are multiple *Principal Structures* on a site, the cost of reconstruction shall be compared to the combined *Assessed Value* of all *Principal*~~

Structures. A *Non-Conforming Single Family Residence* may be rebuilt provided the new building footprint is contained within the previously existing building footprint.

SECTION 3. From and after the effective date of this ordinance, Section 10.04.06 of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

10.04.00 CLASSIFICATION OF APPLICATIONS

10.04.01 Generally

There are six (6) different categories of applications: Type I, Type II, Type III, Type IV, Type V or Type VI. An application will be reviewed based upon the category to which it is assigned by the Building and Planning Department in accordance with sections 10.04.02-07.

...

10.04.06 Applications Subject to Type V Review – Planning Board Proceedings

The following applications shall be processed pursuant to the Type V procedures:

- A. Planned unit development Master Plan;
- B. Traditional Neighborhood Overlay Development Master Plan (*TNOD*);
- C. Large site development (see section 7.02.03P);
- D. Variances to the FBO district requirements;
- E. Conditional *Uses* involving any *Parcel* or combination of contiguous *Parcels* encompassing three (3) or less acres of land (small conditional *Uses*).
- F. Application to expand, enlarge or modify Non-Conforming Development or Uses pursuant to Section 9.02.02.

SECTION 4. From and after the effective date of this ordinance, Section 9.02.02 of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

10.10.00 TYPE V PROCEDURES – PLANNING BOARD PROCEEDINGS

10.10.01 Generally

- A. The procedures set forth in this section are applicable to all applications subject to Type V review, which are listed in section 10.04.06.
- B. Notice of the Planning Board quasi-judicial hearings shall be provided by ***Neighborhood Notice (300 feet), Posting and Publication (300 feet)***, ~~except that Neighborhood Notice shall not be required for applications to expand, enlarge or modify Non-Conforming Development or Uses pursuant to Section 9.02.02.~~
- C. All quasi-judicial hearings shall be conducted pursuant to the requirements of section 10.13.00.
- D. A property owner has no legal right for approval of a Master Plan. Rather, the *City* shall approve a *PUD* Master Plan only when it has determined that the applicant has demonstrated, to the satisfaction of the *City*, that the *PUD* Master Plan provides a sufficient public benefit to justify allowing the property owner to deviate from otherwise applicable minimum requirements of the *LDC*.
- E. For approval of a *TNOD* Master Plan, the Planning Board shall follow the requirements of Section 7.02.02.

SECTION 5. From and after the effective date of this ordinance, Section 7.02.03(B) of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~) to conform section numbers:

7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS

7.02.03 Front Beach Road Overlay Districts

A. Purpose

...

B. Applicability:

1. All of the standards in this section apply to *New Development* or *Redevelopment*.
2. The standards of this section do not apply to:
 - (a) Continuation of a permitted *Use* within an existing structure;
 - (b) Changes of *Use* within existing structures that do not require increased parking;
 - (c) Normal repair and maintenance of existing structures that do not increase its size or parking demand; and
 - (d) Continuation of a *Non-Conforming* situation in accordance with section 9.02.00 of this *LDC*.
3. Modifications to existing *Non-Conforming* structures or *Uses* may be authorized in accordance with section 9.02.02, provided that expansions increase conformance by reducing excess front *Building Setbacks* and front *Yard* parking. In lieu of the standard established in section ~~9.02.02C.4~~~~9.02.02B.4~~, an expansion, enlargement or modification that otherwise meets the standards in section ~~9.02.02C~~~~9.02.02B~~ is considered *de minimis* even if it materially increases pedestrian traffic to or from the Subject Site.

SECTION 6. From and after the effective date of this ordinance, Section 1.07.02 of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

1.07.02 Definitions

As used in the *LDC*, the following terms shall have the meanings assigned to them. When one or more defined terms are used together, their meanings shall also be combined as the context shall require or permit. All terms not specifically defined shall carry their usual and customary meanings. Undefined terms indigenous to a trade, industry or profession shall be defined when used in such

context in accordance with their usual and customary understanding in the trade, industry or profession to which they apply.

• • •

Non-conforming Development – A Use, site or structure which was lawfully established under the laws and rules of the *City* at the time of establishment of the Use, site or structure, but which does not conform to the requirements of the *LDC*.

• • •

SECTION 7. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 8. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 9. This Ordinance shall take effect immediately upon passage.

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

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____,
2017.

MAYOR

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

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

REGULAR AGENDA

ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
MARCH 23, 2017

3. REQUESTED MOTION/ACTION:
CONSIDER FIRST READING OF ORDINANCE 1411 REGULATING FIRES ON THE SANDY BEACH OF THE CITY

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
City staff finds that residents and visitors desire to have fires on the sandy gulf beach as an amusement. The City finds that allowing fires on the sandy beach under certain conditions will allow the safe conduct of fires that do not create waste on the beach. The City also desires to create a form of penalty for unpermitted beach fires.

This proposed ordinance amends Chapter 7 of the Code of Ordinance creating section 7-11 regulating fires on the sandy gulf beach within the City. The ordinance allows propane fires in elevated fire pits under certain conditions upon an approved application to the City Fire Department. Council may approve the ordinance as written or direct further revisions following the public hearing. Whether or not such revisions will require a re-start to the enactment process will depend on whether the revisions change the purpose of the Ordinance.

Staff recommends approval. If Council approves a first reading of this ordinance, a public hearing and second reading will be scheduled for April 13, 2017

ORDINANCE NO. 1411

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, CREATING SECTION 11 OF CHAPTER 7 OF THE CITY CODE OF ORDINANCES ALLOWING FIRES ON THE SANDY BEACH WITH A PROPER PERMIT FROM THE CITY FIRE DEPARTMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the City Council finds that the safety, health, and welfare of the citizens of, and visitors to, Panama City Beach would be best protected by the regulation of recreational fires on the sandy gulf beach; and

WHEREAS, the Council finds that it is in the public's best interest to regulate fires on the sandy gulf beach.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH,

SECTION 1. From and after the effective date of this ordinance, ARTICLES I of Chapter 7, BEACHES, BOATS, AND WATER SAFETY, of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

ARTICLE I. - IN GENERAL

Sec. 7-11. Fires.

(a) It shall be unlawful for any person to ignite or maintain, or participate in the maintenance of, a fire, bonfire or campfire on the sandy gulf beach, without a permit issued by the City Fire Department as provided herein and in accordance with rules set by the City Fire Department;

(1) No fires will be allowed between 12:00 a.m., CST, May 1 and 12:00 a.m., CST, November 1 due to turtle nesting season.

(2) No fires will be allowed within 100 feet of a marked turtle nest or within 50 feet of vegetation line or within 100 feet of any habitable structure.

(3) No fire permit shall be issued if wind conditions are greater than ten (10) miles per hour.

(4) No fire permit shall be issued if the National Weather Service, Florida Forest Service, or county has issued a red flag fire warning, a no burn order, or when the City Fire Department determines that the proposed fire will endanger the public health, safety, welfare, or other people or property.

(5) All permitted fires must occur between the hours of 5:00 p.m. and 12:00 a.m. The site shall be cleaned of all debris and restored to its natural condition by 12:00 a.m. It shall be unlawful and a violation of this section for a person to fail to clean up after the fire has been extinguished.

(6) All permitted fires must be enclosed by fencing material with a minimum height of three (3) feet and have two appropriate access/egress points. The area to be fenced will depend on the number of guests, must conform to the site capacity standard required by section 4-16(a) of this Code.

(7) All permitted fires must be fueled solely by propane gas via an elevated propane-supplied fire pit not to exceed three (3) feet in diameter. Burning of any material other than propane shall be a violation of this Code.

(8) The permit holder shall be present at all times on the site and shall have the signed permit available for inspection.

(9) A maximum of ten (10) permits per day shall be issued on a first come first served basis.

(b) All persons desiring to obtain a one-time permit for a fire on public or private land within the area described herein above shall apply for a fire permit from the City Fire Department. All applications for fire permits shall set forth in detail the following

(1) Full name and address of the applicant;

(2) The date and time the fire is to be set;

(3) The fire pit or container to be used;

(4) The specific location of the fire;

(5) Written consent of any upland private property owners;

(6) The safeguards to be taken to protect the public and other property from injury including fire control equipment to be used on site; and

(7) Such other information as may be prescribed by the City Fire Department.

(8) A site plan of the fire space to include the location of the burn equipment and type, the area to be fenced, access and egress points, and any other onsite chairs, tables, garbage cans or other obstructions.

(c) The fee for the issuance of the fire permit shall be fifty dollars (\$50).

(d) Issuance of a permit by the City shall not excuse or relieve the applicant from any liability or responsibility for damages which may result from carelessness or neglect in setting, starting, looking after, or guarding a fire.

(e) Any violation of this section shall constitute a Class 2 infraction pursuant to section 7-502 of this chapter and be otherwise punishable under this Chapter and section 1-12 of this Code.

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

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official

record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon passage.

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

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2017.

MAYOR

Published in the _____ on the ____ day of _____,
2016 and on the ____ day of _____, 2017.

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

REGULAR AGENDA

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

03/23/2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve of the attached job description changes and organizational flow chart.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

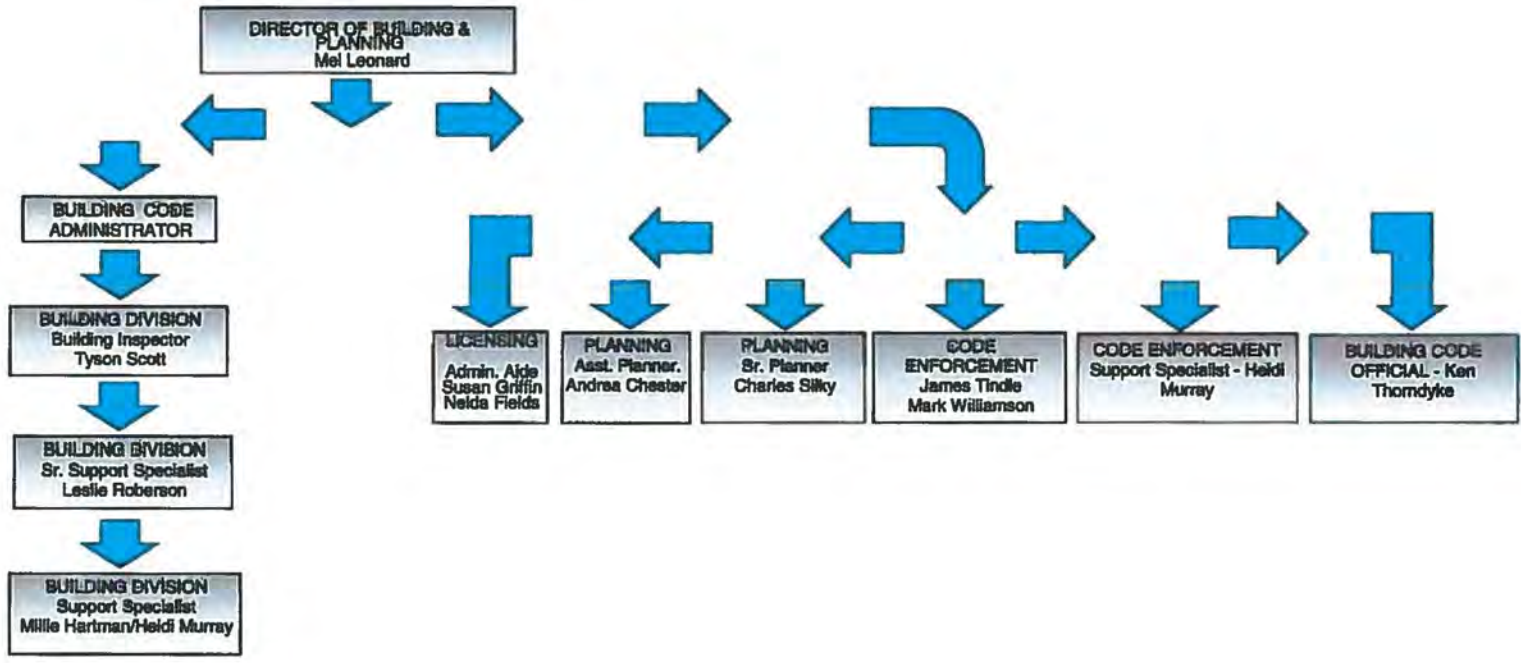
DETAILED BUDGET AMENDMENT ATTACHED Yes No

N/A

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

The job description for the "Building Official" has been modified to "Building Code Administrator" to reflect the industry-standard title for such position. A new position has been created (Building Code Official) to specifically focus on all phases of rehabilitation and demolition of substandard structures. The current Building Official will move to this position. The Building Inspector position has been modified to include some supervisory responsibilities over Building Division administrative staff. To fill the vacancy at the Building Code Administrator position, Mr. Mike Gordon (Gordon & Associates) has agreed to serve as interim Building Code Administrator until such time the City pursues filling the position permanently. A flow chart is attached showing the revised organization of the Building and Planning Department.

If approved by the City Council, staff will take the changes to the next available Civil Service meeting for their information.



AGENDA ITEM # 2

**CITY OF PANAMA CITY BEACH
Job Description**

JOB TITLE: Building Code Official

SALARY RANGE: \$28.26 - \$48.04/hr

SHIFT: Days

LOCATION: 110 S Arnold Road

REPORTS TO: Building & Planning Director

PREPARED BY:

APPROVED BY: City Council

PAY GRADE: 42

DIVISION: Building & Planning

DEPT: Admin

FSLA STATUS: Exempt

POSITION: Permanent Full-time

DATE:

SUMMARY:

This highly professional position is responsible for enforcing the Florida Building Code and laws of the City of Panama City Beach in accordance with the constitution, law and the City ordinances. The Building Code Official enforces laws related to building abatement activities. Duties require contact with the public, property owners, other City departments and State and Federal Agencies. Work is performed under the primary supervision of the Building & Planning Director and secondary supervision by the City Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

The essential duties and responsibilities shall consist of, but not be limited, to the following:

Surveys the City for buildings/structures not meeting requirements of the building code, laws of the City and any other applicable laws or requirements and inspects such buildings to determine if remodeling or demolition is required; writes reports and maintains records summarizing findings and coordinates with Code Enforcement and the City Attorney with implementing such findings; writes bid documents and is responsible for all requirements of the bidding process to abate substandard buildings; is responsible for project management for all building abatement projects conducted by the Building and Planning Department; and, reviews applications for demolition and sends findings to the Planning Department.

Answers questions regarding possible abatement projects and the status of current abatement projects.

Works with contractors, other City departments, utility providers and nearby residents/businesses impacted by an active abatement project.

Updates the City website with active abatement projects and photos of past projects.

Under the supervision of the Building and Planning Director, may review plans and coordinate with zoning requirements.

Performs duties of the Floodplain Manager.

Processes applications for Special Events.

Assigns Street Addresses.

Performs Pre-license inspections.

Performs related work as required.

SUPERVISORY RESPONSIBILITIES:

None.

COMPETANCIES:

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

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

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

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

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

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

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

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

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilize others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self-available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

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

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

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

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

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

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

Planning/Organizing - Prioritize and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

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

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

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

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

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

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

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

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

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

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and EXPERIENCE:

High school diploma or general education degree (GED), or any equivalent vocational program and a minimum of ten (10) years experience in any one of the following: architecture, engineering, or construction inspection. Must have a valid Florida Driver's License - driving record must be acceptable to the City insurance program.

LANGUAGE SKILLS:

Ability to read and interpret plans, specifications, and blueprints accurately and to compare them with the construction in process. Ability to write routine correspondence. Ability to maintain effective working relationships with building owners and contractors.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

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

OTHER REQUIREMENTS:

Proficient knowledge of building construction materials, practices and methods of design; ability to detect structural and other faults and to recommend their correction;

working knowledge of Building Codes; good judgement; good physical condition; and must pass Civil Service exams and typing test.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; toxic or caustic chemicals; risk of electrical shock; explosives and risk of radiation. The noise level in the work environment is usually loud to very.

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

Signature

Date

**CITY OF PANAMA CITY BEACH
Job Description**

JOB TITLE: Building Code Administrator Official

SALARY RANGE: \$28.26 - \$48.04/hr

SHIFT: Days

LOCATION: 110 S Arnold Road

REPORTS TO: Building & Planning Director

PREPARED BY: City Clerk

APPROVED BY: City Council

PAY GRADE: 42

DIVISION: Building & Planning

DEPT: Admin

FSLA STATUS: Exempt

POSITION: Permanent Full-time

DATE:

SUMMARY:

This highly professional position is responsible for the safeguarding of people, buildings and their contents from the hazards arising from faulty construction. Work is performed under the primary supervision of the Building & Planning Director and secondary supervision by the City Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

Reviews construction plans, or causes such plans to be lawfully reviewed, inspects construction, alteration, demolition, and the like, or causes such things to be lawfully inspected, as required by City ordinance and State law including Section 468-604, F.S.

Supervises and serves as head of the Building Inspection Department Division; performs duties of Building Official Code Administrator as required by local and State Building Codes and law, enforces, NFPA, Fire Code and the Florida Building Code, and any applicable local technical amendment to the Florida Building Code; authorizes issuance of permits for building construction, erection, repair, addition, remodeling, demolition, or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by state law or municipal ordinance; suggests revisions to plans that do not confirm to codes; acts as interpreter to contractors and the public with respect to matters concerning construction codes; makes final decision with Fire Inspector concerning status of a building in regards to its release for occupant; supervises maintenance of necessary office records of daily inspections; meets daily with other department personnel; with the assistance of construction inspectors (Building, Plumbing, Mechanical, Gas and Electrical) studies and evaluates construction code changes and makes recommendations to City Council; studies new products and techniques as well as changes in Federal and State regulations in the construction industry.

Trains and supervises plans examiners, inspectors and support staff; recognizing that each plans examiner and each inspector shall perform their responsibilities under the supervision and authority of the Chief Building official Code Administrator without interference from any unlicensed person.

Answers field questions to ensure proper service is provided to construction professionals and the general public.

Makes technical inspections of all phases of construction, electrical, plumbing, building, mechanical, including new construction or modifications of commercial buildings, residential buildings and mobile homes to insure compliance with City, State, and Federal Building Codes.

Prepares reports, and monitors correspondence related to division activities such as codes interpretation, fire-safety inspections, base flood determinations, and contractor licensure.

Assists and advises contractors, building owners and associates, officials and the general public; explains and interprets building codes and standards.

Investigates complaints regarding building construction codes, ordinances, or hazard. Issues Stop Work Orders as required to achieve compliance.

Under the supervision of the Building and Planning Director, may review plans and coordinate with zoning requirements.

Directs all City administrative and procedural regulations applicable to contractor licensing and competency examinations in the City.

Performs related work as required.

SUPERVISORY RESPONSIBILITIES:

Supervises administrative support staff and Building Inspectors.

COMPETANCIES:

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

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

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

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

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

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

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

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

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilize others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self-available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

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

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

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

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

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

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

Planning/Organizing - Prioritize and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

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

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

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

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

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

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

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

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

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

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and EXPERIENCE:

High school diploma or general education degree (GED), or any equivalent vocational program and a minimum of ten (10) years experience in any one of the following: architecture, engineering, or construction inspection. Must have a valid Florida Driver's License - driving record must be acceptable to the City insurance program.

Must be State certified pursuant to F.S. 468 as a Building Code Administrator. The ability to obtain provisional licensure may be considered upon determination by the City that the applicant possesses the qualifications for the provisional certificate as stated in Section 468.609(3), F.S. No more than thirty (30) days from the date of hire, the

applicant must file the appropriate application to obtain provisional certification from the Florida State Department of Business and Professional Regulation. Such certification must be obtained within one (1) year of the date of hire.

At least two (2) standard certifications as issued by the Department of Business and Professional Regulation within the discipline areas listed in F.S. 468 (Building Code Inspector, Plans Examiner, Building Code Enforcement Official, or Building Code Administrator) or F.S. 633 (Fire Safety Inspector) at time of employment.

No person may be employed by the City to perform the duties of a building code administrator, plans examiner, or building code inspector after October 1, 1993, without possessing the proper valid certificate issued in accordance with the provisions of F.S. 468.601 – 468.633. Any person who acts as an inspector and plans examiner under F.S. 235.26 while conducting activities authorized by certification under that section is certified to continue to conduct inspections for the City until the person's UBCI certification expires, after which time such person must possess the proper valid certification issued in accordance with F.S. 468-601 – 468.633.

LANGUAGE SKILLS:

Ability to read and interpret plans, specifications, and blueprints accurately and to compare them with the construction in process. Ability to write routine correspondence. Ability to maintain effective working relationships with building owners and contractors.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

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

OTHER REQUIREMENTS:

Proficient knowledge of building construction materials, practices and methods of design; ability to detect structural and other faults and to recommend their correction; working knowledge of City Building Codes; good judgement; good physical condition; and must pass Civil Service exam and typing test.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; toxic or caustic chemicals; risk of electrical shock; explosives and risk of radiation. The noise level in the work environment is usually loud to very.

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

Signature

Date

**CITY OF PANAMA CITY BEACH
Job Description**

JOB TITLE: Building Inspector

SALARY RANGE: \$20.09 - \$33.14/hr
SHIFT: Days
LOCATION: 110 S Arnold Road
REPORTS TO: Building Official
PREPARED BY:
APPROVED BY:

PAY GRADE: 35
DIVISION: Building & Planning
DEPT: Admin
FSLA STATUS: Non-Exempt
POSITION: Permanent Full-Time
DATE:

SUMMARY:

This position is responsible for the safeguarding of people, buildings and their contents from the hazards arising from faulty construction. Work is performed under the primary supervision of the Building **Official Code Administrator** and secondary supervision by the Building and Planning Director.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

Responsible for conducting inspections of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems, when permitting is required, to ensure compliance with the Florida Building Code and any applicable local technical amendment to the Florida Building Code. Each building code inspector must be licensed in the appropriate category as defined in s. 468.603.

Responsible for reviewing construction plans submitted in the permit application to assure compliance with the Florida Building Code and any applicable local technical amendment to the Florida Building Code. The review of construction plans must be done by the Building **Official Code Administrator** or by a person licensed in the appropriate plans examiner category as defined in s. 468.603.

Ensures that any construction complies with local ordinances, the Comprehensive Plan, and the Land Development Regulations.

Ensures that any construction complies with local ordinances, the Comprehensive Plan, and the Land Development Regulations.

Assists the Building **Official Code Administrator** in his/her essential duties and responsibilities.

Keeps precise records of daily activities.

The responsibilities of the building code inspector are performed under the direction of the Building **Official Code Administrator** without interference from any unlicensed person.

SUPERVISORY RESPONSIBILITIES:

None Assists the Building Code Administrator in supervising the Senior Administrative Support Specialist and the Administrative Support Specialists.

COMPETENCIES:

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

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

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

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

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

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

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

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

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilize others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self-available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

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

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

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

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

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

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

Planning/Organizing - Prioritize and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

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

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

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

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

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

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

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

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

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

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and EXPERIENCE:

High school diploma or general education degree (GED), or any equivalent vocational program and a minimum of five (5) years experience in any one of the following: architecture, engineering, or construction inspection.

Must be State certified pursuant to F.S. 468 as a Building Code Inspector. The ability to obtain certification may be considered upon determination by the City that the applicant possesses the qualifications for examination as stated in Section 468.609(2), F.S. No more than thirty (30) days from the date of hire, the applicant must file the appropriate application to take the certification examination. Such certification must be obtained within six (6) months of the date of hire.

No person may be employed by the City to perform the duties of a building code inspector after October 1, 1993, without possessing the proper valid certificate issued in accordance with the provisions of F.S. 468.601 – 468.633. Any person who acts as an inspector under F.S. 235.26 while conducting activities authorized by certification under that section is certified to continue to conduct inspections for the City until the person's UBCI certification expires, after which time such person must possess the proper valid certification issued in accordance with F.S. 468-601 – 468.633.

LANGUAGE SKILLS:

Ability to read and interpret plans, specifications, and blueprints accurately and to compare them with the construction in process. Ability to write routine correspondence. Ability to maintain effective working relationships with building owners and contractors.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

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

OTHER REQUIREMENTS:

Proficient knowledge of building construction materials, practices and methods of design; ability to detect structural and other faults and to recommend their correction; working knowledge of applicable Building Codes; good judgement; good physical condition.

Must possess a valid Florida driver's license - driving record must be acceptable to the City insurance program. Applicants will be administered the general competency Civil Service examination.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; toxic or caustic chemicals; risk of electrical shock; explosives and risk of radiation. The noise level in the work environment is usually loud to very loud.

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

Signature

Date

**CITY OF PANAMA CITY BEACH
Job Description**

JOB TITLE: Senior Administrative Support Specialist – Building Department

SALARY RANGE: \$14.99 - \$24.73/hr

SHIFT: Days

LOCATION: 110 S Arnold Road

REPORTS TO: Building Official Code Administrator

PREPARED BY: City Clerk

APPROVED BY: City Council

PAY GRADE: 29

DIVISION: Building & Planning

DEPT: Admin

FSLA STATUS: Non-Exempt

POSITION: Permanent Full-Time

DATE:

SUMMARY:

This position is responsible for clerical work and some supervisory responsibilities in the operation of Panama City Beach's Building and Planning Department. Work is performed under the primary supervision of the Building Official Code Administrator, and secondary supervision and direction under the Building Inspector and the Director of Building and Planning.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

Accepts applications for building permits;

Verifies zoning and City limits in the area to be served;

Calculates and prepares building impact fees from building plans;

Processes and prepares permits and inspection requests;

Notifies building and code enforcement officers of field requests;

Processes Contractor Competency Card applications, files and renewals;

Receives payments, verifies amount, processes receipts, and checks for discrepancies;

Completes daily cash and balance sheets, reconciles receipts/cash drawers;

Keep records and make reports;

Posts monies to appropriate General Fund accounts;

Accepts complaints, obtains address and pertinent information for issues, and route to proper department;

Prepares forms and licenses for mailing;

Maintains permit files, inspection files, and contractor files;

Works in all facets of Special Event and Temporary Use permitting;

Data Entry;

Assists the Building ~~Official~~ **Code Administrator, the Building Inspector** and the Building & Planning Director with the activities of the Examining Board and other tasks as needed.

SUPERVISORY RESPONSIBILITIES:

Supervise the activities of the Building **and Planning** Department Support Specialists.

COMPETENCIES:

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

Analytical - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

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

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

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

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

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

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

Visionary Leadership - Displays passion and optimism; Inspires respect and trust; Mobilize others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self-available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

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

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

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

Strategic Thinking - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

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

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

Planning/Organizing - Prioritize and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

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

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

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

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

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

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

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

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

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

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and EXPERIENCE:

High school diploma or general education degree (GED), or any equivalent combination of experience and training which provides the required knowledge, skills and abilities; must have some experience in public contact work; must have clerical and typing ability.

LANGUAGE SKILLS:

Ability to understand and follow oral and/or written instructions; must be able to keep records and make reports.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.

OTHER REQUIREMENTS:

Must have good knowledge of the City government; knowledge of the principles and practices of accounting and auditing, particularly as they relate to billing and collections; clerical aptitude; good knowledge of building terminology and procedures; computer literacy; calculator proficiency and typing skills; ability to deal courteously, tactfully, and firmly with the public; ability to work amiably with fellow workers; ability to read maps and building plans; ability to work under pressure internally and with the public.

Must possess valid Florida Driver's License - driving record must be acceptable to the City insurance program. Applicants will be administered the clerical Civil Service examination and typing test.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

The employee must frequently lift and move up to 10 pounds. Specific vision abilities required by this job is close and distance vision.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee is not subjected to any special or extraordinary environmental conditions, other than those normally found in an office environment. The noise level in the work environment is usually quiet to moderate.

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

Signature

Date

**CITY OF PANAMA CITY BEACH
Job Description**

JOB TITLE: Administrative Support Specialist – Building & Planning Department

SALARY RANGE: \$12.34 - \$19.74/hr
SHIFT: Days
LOCATION: 110 S Arnold Road
REPORTS TO: Building Official
PREPARED BY:
APPROVED BY: City Council

PAY GRADE: 25
DIVISION: Building & Planning
DEPT: Admin
FSLA STATUS: Non-Exempt
POSITION: Permanent Full-Time
DATE:

SUMMARY:

This position is responsible for clerical work in the operation of the City of Panama City Beach Building and Planning Department. Work is performed under the **primary** supervision of the Director of Building and Planning **and secondary supervision under the Building Official Code Administrator and the Building Inspector.** It is expected that the time associated with the duties of this position will be divided between the Code Enforcement Division and the Building Division.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

CODE ENFORCEMENT DIVISION

Coordinates the tasks of the Code Enforcement Officers;

Receives and responds to complaints over the phone, email, and in-person;

Maintains records of the Code Enforcement Division;

Writes memorandums and violation letters as needed;

Researches legal and property records as needed;

Works with the City Attorney's office on the legal aspects of the City Codes;

Coordinates as needed with various City departments and divisions;

Assists Code Enforcement with enforcing the sign ordinance, temporary use permits, tent permits, special event permits, sandy beach special event permits, and regulation of beach amusements and activities;

Assists with action against derelict properties, scooter rental violations, illegal dumping and derelict boats and vehicles;

Assists Code Enforcement in preparing documentation for civil/criminal action such as reports and affidavits;

Coordinates with Bay County Animal Control, Bay County Code Enforcement and the Mosquito Control District as necessary;

Conducts research and assists in enforcing regulations prohibiting short-term rentals in single family zoning districts;

Coordinates the posting of public information signs;

Learns the Comprehensive Plan, the Land Development Code and City Code of Ordinances;

Verifies zoning and City limits in the area to be served;

Coordinates with other departments in enforcing City codes and requirements as needed; and,

Performs related work as required.

BUILDING DIVISION

Accepts applications for building permits;

Calculates and prepares building impact fees from building plans;

Processes and prepares permits and inspection requests;

Notifies building inspectors of field requests;

Processes Contractor Competency Card applications, files, and renewals; receives payments, verifies amount, processes receipts, and checks for discrepancies;

Totals receipts and balance with monies;

Completes daily cash and balance sheets and balances cash drawers;

Update contractor records, file permits, plans and correspondence;

Posts monies to appropriate General Fund accounts;

Accepts complaints, obtains address and pertinent information for problems;

Prepares forms and licenses for mailing;

Maintains permit files, inspection files, and contractor files;

Works in all facets of Special Event and Temporary Use permitting; and,

Inputs daily work into computer.

SUPERVISORY RESPONSIBILITIES:

None

COMPETENCIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

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

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

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

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

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and EXPERIENCE:

Must possess high school diploma or general education degree (GED), or have equivalent combination of experience and training which provides the required knowledge, skills, and abilities; must have some experience in public contact work; must have clerical and typing ability.

LANGUAGE SKILLS:

Ability to understand and follow oral and/or written instructions; must be able to keep records and make reports.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to calculate accurately.

REASONING ABILITY:

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

OTHER REQUIREMENTS:

Must have good knowledge of the City government; clerical aptitude; good knowledge of zoning terminology and procedures; computer literacy; calculator proficiency and typing skills; ability to deal courteously, tactfully, and firmly with the public; ability to work amiably with fellow workers; ability to read maps and site plans; ability to work under pressure internally and with the public. Applicants will be administered an Office Grammar & Spelling test, an Office Math Skills test and typing test.

Must possess valid Florida Driver's License - driving record must be acceptable to the City insurance program.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job is ability to adjust focus, close vision and peripheral vision

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee is not subjected to any special or extraordinary environmental conditions, other than those normally found in an office environment; the employee occasionally works near moving mechanical parts and is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually quiet to moderate.

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

Signature

Date

REGULAR AGENDA

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
03/23/2017

3. REQUESTED MOTION/ACTION:

Staff recommends approval of the Ramundsen Public Sector, LLC (Sungard) Application Service Provider (ASP) renewal contract for three (3) years as written.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The ASP renewal is due 1 May 2017. Two major changes in the renewal contract are:
Addition of Executime Time and Attendance Software/hardware/support services.
Deletion of Occupational Licenses module use allowing access for reports and data only at no charge.

There is a one time fee of \$52,250.00 for time clock hardware, development and management fees, and required operational software. Addition of the time keeping modules adds \$2,024.00 per month to the current monthly access fees.

Staff is asking Council to approve the additions and deletions adding in the Executime Time and Attendance modules and hardware. If approved, a budget amendment for the additions will follow at the 04/13/2017 Council meeting. If not approved, Staff will redo the contract without the Executime addition, which will not require a budget amendment.

RESOLUTION 17-76

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH RAMUNDSEN PUBLIC SECTOR, LLC AS SUCCESSORS IN INTEREST TO SUNGARD PUBLIC SECTOR, LLC FOR APPLICATION SERVICE PROVIDER MONTHLY SERVICES IN THE AMOUNT OF \$319,470.87, AND ONE TIME FEES FOR TIME CLOCK HARDWARE, DEVELOPMENT AND MANAGEMENT PROFESSIONAL SERVICES, AND EXECUTIME TIME AND ATTENDANCE START UP FEE IN THE AMOUNT OF \$52,000; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement renewing the City's contract dated December 10, 2003, with Ramundsen Public Sector, LLC as successors in interest to SunGard Public Sector, LLC, for application service provider (ASP) monthly services for three years beginning May 1, 2017, in the total amount of Three Hundred Nineteen Thousand Four Hundred Seventy Dollars and Eighty Seven Cents (\$319,470.87) and one time fees for time clock hardware, development and management professional services, and ExecuTime time and attendance start up fee in the amount of \$52,500, in substantially the form attached and presented to the Council today, draft dated March 13, 2017, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

SUNGARD PUBLIC SECTOR

Supplement to the Ramundsen Public Sector, LLC. Application Service Provider Agreement Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the Ramundsen Public Sector, LLC as successors in interest to SunGard Public Sector LLC Application Service Provider Agreement dated December 10, 2003 (Agreement), between **Ramundsen Public Sector, LLC. (SunGard)** and **City of Panama City Beach, FL (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name:	<u>City of Panama City Beach, FL</u>	<u>Yes</u>	<u>No</u>
Agreement Number:	<u>PANA-2080LG-170025-1</u>		
		Initial Order Form	X
		Replacement Order Form	X
		Replaces Order Dated	

- Term:** Begins May 1, 2017 and shall continue for a period of thirty-six (36) months.
- Application Groups:** Hardware, Professional Services, Start Up Fee and Monthly Access Fees

	Applications and/or Services	Hardware	Professional Services	Start Up Fee	Monthly Access Fee
Renewal Services	PANA-2080LG-141287-1, -2, -3, -4				
Existing NavilLine Products (Currently Licensed)	GMBA w/Extended Reporting (GMER), Customer Information Systems (CX) CIS Handheld Base Integration (CU), Cash Receipts (CR), Document Management Services (DX), Click2Gov Core Module (K1), Click2Gov Customer Information System (K2), Payroll/Personnel (PR), Land Management (LX), One Point POS (KM), QREP Catalogs (CX, GM, CR, PR, LX) -CJ, Edge User	N/A	N/A	N/A	\$ 6,875.05
Existing Third Party Products (Currently Licensed)	Cognos Admin (1) -CG, Cognos End User (5) -CG, Rec Trac I/F to GMBA (VG), RecTrac for Cash Receipts (VI), ASP ACOM EZPayManager Laser Checks Module, Documents Design for Payroll, Direct Deposit & Accounts Payable (ACOM-ASP-CHECKS), NavilLine Edge (UL)	N/A	N/A	N/A	Included in Monthly Fee
New NavilLine Products	Time & Attendance Interface - Executime (TC)	N/A	N/A	N/A	111.00
NavilLine Products Inquiry Only	Occupational Licenses - OL, NavilLine Click2Gov Business License - K6, Qrep Catalog OL - CJ	N/A	N/A	N/A	N/A
New Third Party Products	ExecuTime Time & Attendance up to 500 (EXEC-TIM-ATT) ExecuTime Time & Attendance Mobile (EXEC-MOBL-ACC)	N/A	N/A	\$ 1,500.00	1,913.00
New Third Party Hardware	Time Clocks - 18 TouchTime II Biometric Clocks (Part Number: 3007-A0007) (EXEC-MISC-HW)	\$48,510.00	N/A	N/A	N/A
Professional Services	Development \$1,600 Management \$640	N/A	\$ 2,240.00	N/A	N/A
Retrofit Maintenance	Retrofit Modification (13)	N/A	N/A	N/A	Included in Monthly Fee
Hardware Allocation	VPN Concentrator Option to include management and configuration VPN tunnel, Click2Gov Hardware and software will be hosted and managed by Ramundsen Public Sector.	N/A	N/A	N/A	Included in Monthly Fee
Services	Setup, Implementation, ASP Helpcard, Disaster Recovery Plan for Ramundsen Public Sector applications	N/A	N/A	N/A	Included in Monthly Fee
Total Proposed System:		\$48,510.00	\$ 2,240.00	\$ 1,500.00	\$ 8,699.05

- Payment Terms:**
 - Hardware Fees: Due upon Execution.
 - Professional Services Fees: Due upon Execution.
 - Startup Fees: Due upon Execution.
 - Monthly Access Fee: The initial Monthly Access Fee will be due May 1, 2017. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of thirty-six (36) months at the rates listed below.
 - May 1, 2017 through April 30, 2018 \$8,699.05 per month or \$104,388.60 per year;
 - May 1, 2018 through April 30, 2019 \$8,873.03 per month or \$106,476.37 per year;
 - May 1, 2019 through April 30, 2020 \$9,050.49 per month or \$108,605.90 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard is seeking reimbursement, shall be invoiced monthly.

Notes:

Following the execution of this Schedule A-Order Form, any new Modification Retrofits provided by SunGard will be added to the next annual renewal period, pursuant to Section 4 below.

Monthly Access Fees listed above are for the Applications and Services listed in this Schedule A-Order Form only.

- 4. **Modification Retrofits:** For each non-standard Application in library HTEMOD that was written by SunGard or any Application that has had custom modifications performed by SunGard at the Customer's request, SunGard will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by SunGard. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.
- 5. **Hardware:** The Click2Gov Server shall reside at SunGard's Lake Mary office. The Click2Gov Server is owned by SunGard and are not the property of the Customer. The VPN Concentrator Option includes a router, which will be provided by SunGard to Customer. The router is, and shall remain, the property of SunGard.
- 6. **Third Party Software and Hardware:** Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard does not make any warranties nor provide any source code for any non-SunGard products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

CITY OF PANAMA CITY BEACH, FL

RAMUNDSEN PUBLIC SECTOR, LLC.

Authorized Signature

Lisa Neumann

Authorized Signature

Print Name & Title

Lisa Neumann, Controller

Print Name & Title

Date

March 13, 2017

Date

COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Software Modules" means any of the software provided to SunGard by International Business Machines Corporation ("IBM") and identified under the name "Cognos" in the Third Party Products schedule of this Order.

2. Ownership. IBM owns the Cognos Software Modules.

3. Restrictions on Use of Cognos Software Modules. Customer's use of the Cognos Software Modules is subject to the terms and conditions of the IBM Licensing Information Document and all licensing files, including Notices files, which accompany or are included in the Cognos Software Module. Additionally, Customer's use of the Cognos Software Modules is subject to the following terms and conditions:

- (a) Customer has the right to use the Cognos Software Modules only in Object Code form only;
- (b) Customer acknowledges that the Cognos Software Modules are proprietary to IBM and are supplied by SunGard under license from IBM. Title to the Cognos Software Modules shall at all times remain vested in IBM or its designated successor. Except for the right of use that is expressly provided to Customer under this Order no right, title or interest in or to the Cognos Software Modules is granted to Customer; and
- (c) Customer acknowledges and understands that it is licensing the Cognos Software Modules on a "restricted use" basis. "Restricted use" means the use of the Cognos Software Modules only with the following Solution/Component Systems, to the extent licensed as set forth in this Order: SunGard ONESolution, NaviLine TRAKIT and PLUS software applications. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the ONESolution, NaviLine, TRAKIT and PLUS software applications system(s) set forth in this Order.

EXECUTIME SUPPLEMENT

1. Additional Definitions.

"ExecuTime Products" means the products provided to Customer by ExecuTime Software, LLC. "ExecuTime") which is identified in the Third Party Products schedule of this Order as the "ExecuTime" products.

"ExecuTime Terms and Conditions" means the terms and conditions relating to the provision of the ExecuTime products as provided by ExecuTime to Customer.

2. Ownership. ExecuTime Software, LLC owns the ExecuTime Products.

3. Condition on Use of ExecuTime Products. Delivery and Customer's use of the ExecuTime Products is subject to terms of the ExecuTime Terms and Conditions. ExecuTime is solely responsible for delivering the ExecuTime Products to Customer. Delivery and Use of the ExecuTime Products shall be governed by the ExecuTime Terms and Conditions.

REGULAR AGENDA

ITEM 5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
March 23, 2017

3. REQUESTED MOTION/ACTION:
Approve the purchase of a 2017 Ford Police Interceptor and the related lighting and equipment package for a total cost of \$29,938.00.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
WHY: A vehicle in the police department's fleet was involved in an accident and our insurance carrier has indicated that the vehicle is not repairable and is being totaled. Insurance proceeds in the amount of \$6,403.00 will be utilized towards the purchase of a replacement vehicle.

The cost of the new vehicle is \$27,745.00 and the related lighting and equipment package is \$8,596.00 for a total cost of \$36,341.00 - \$6,403.00 will be offset with insurance proceeds and the remaining balance of \$29,938.00 will be funded from cash reserves.

WHAT: The replacement of the vehicle totaled in the accident will allow the department to maintain its scheduled fleet rotation protocol and keep the fleet at optimal operational levels.

RESOLUTION 17-77

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF ONE 2017 FORD POLICE INTERCEPTOR AND THE RELATED LIGHTING AND EQUIPMENT PACKAGE FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$29,938; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Duval Ford relating to the purchase of one 2017 Ford Police Interceptor and the related lighting and equipment package to be used by the Police Department, in the total amount of Twenty Nine Thousand Nine Hundred Thirty Eight Dollars (\$29,938), on substantially the terms and conditions set forth in the quote attached hereto as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment (# 24) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated herein.
3. 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 23 day of March, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 17-77 5
AGENDA ITEM # _____



PANAMA CITY BEACH FIRE DEPARTMENT.

Prepared for:		Contract Holder:	DATE:
PANAMA CITY BEACH FIRE DEPARTMENT. CAPTAIN WAYNE MADDOX P.O. BOX 1000 www.pcbfd.com		Duval Ford Fleet Sales Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816	9/28/16
		1616 Cassal Ave. Jax, FL 32210	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
Labor	Code	Equipment	Price
0			\$ -
0		2017 FORD POLICE INTERCEPTOR UTILITY AWD, KBA	\$ 27,745.00
0		3.7L V-6 ENGINE T1VGT	\$ -
0		6 SPEED AUTO TRANSMISSION	\$ -
0		500A EQUIPMENT GROUP	\$ -
0		AUX. CLIMATE CONTROL	\$ -
0		LEFT HAND DRIVER SIDE SPOTLIGHT	\$ -
0		KEY LESS ENTRY (INCLUDES 2 FACTORY KEY FOBs)	\$ -
0		REAR VIEW MIRROR CAMERA	\$ -
0		TEMPORARY TAG	\$ -
0		INCLUDES DELIVERY	\$ -
0		*CHECK WITH DEALER FOR COMPETITIVE LIGHTING PRICES	\$ -
0			\$ -
0		EXT COLOR: OXFORD WHITE	\$ -
0		INTERIOR COLOR: EBONY BLACK FRONT BUCKET SEATS/REAR VINYL SEATING	\$ -
Vendor Comments:		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO BILL YOUR VEHICLE. HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED	
UNIT COST			\$ 27,745.00
TOTAL QUANTITY		6	TOTAL PURCHASE \$ 138,726.00



State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at COST using State Employee Contract Pricing.

CALL: (800) 646-0584 or go to www.duvalford.com

Exhibit A



Marked Patrol Units Ford Interceptor SUV

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Light Bar	Whelen 48" Liberty 2W/Can Lightbar Blun/Blue with Alerts and Takedown	1W88B-BB	\$ 1,800.00
Light Controller	Whelen Light & Siren Controller	295SL5A6	\$ -
Speaker	Whelen 100 Watt Speaker	SA315P	\$ -
Side Runners	HG2 Emergency Lighting 69" Blue/Blue Side Runner Lights	HG22PC68BB	\$ 699.00
Rear Window Lights	HG2 Emergency Lighting Rear Visor with Back Ring Lights	HG2RWINTSUV-BB	\$ 699.00
Rear Cargo Window Lights	HG2 Emergency Lighting Rear Side Cargo Window Lights	HG2QTRPNL-BB	\$ 499.00
Rear License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Rear	HG2CROSSFIRE-BB	\$ 359.00
Front License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Front	HG2CROSSFIRE-FB	\$ 359.00
Fog Lights	HG2 Emergency Lighting Blue/Blue Fog Lights	HG2FGLTINTSUV-BB	\$ 489.00
Stroke Lights	Whelen Vertex in Head Lights & Tail Lights Blue Qty:4	VTX609B	\$ 260.00
Rear Transport Seat	Rear Transport Seat (Setina)	QK04941TU12	\$ 649.00
Prisoner Partition	Prisoner Partition (Setina) 10XL with Chicago Grill	PK11301TU12SCA	\$ 699.00
Rear Cargo Divider	Rear Cargo Divider(Setina) 12VS	PK01231TU122HD	\$ 499.00
Thor Power Inverter	Thor Power Inverter (750 W)	T11750	\$ 55.00
Stinger Flashlight Charger	Stinger Flashlight Charger	SL75100.3L2650	\$ 25.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GK11191B1SSSCA	\$ 409.00
Center Console/Laptop Motion	Center Console with Cupholder, Arm Rest and Monopose Motion Device (Gamber)	7170-0166	\$ 450.00
Laptop Docking Station	Gamber Johnson Notepad V	7160-0250	\$ 250.00
Window tint	Window Tint 2 Front Windows & Front Strip	WINDTINT	\$ 99.00
	Lifetime Warranty on Window Tint and Workmanship		
Graphics	Vehicle Graphics	VEH-DCL	\$ 499.00
	Labor		\$ 1,098.00
	Total Package Price		\$ 9,895.00
	Discount		\$ (1,300.00)
	Total Price		\$ 8,595.00

Marked AWD Pick Up Truck

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Front Windshield	HG2 Emergency Lighting 1 Piece Front Visor Light Blue/Blue w/U/ Takedown	HG2WVSLV-BBW	\$ 759.00
Side Runners	HG2 Emergency Lighting 72" Blue/Blue Side Runner Lights	HG22FC72BB	\$ 699.00
Rear Window Lights	HG2 Emergency Lighting Rear Window Light	HG2RWVSLV-BB	\$ 699.00
Rear Tailgate Lights	HG2 Emergency Lighting Rear Tailgate Lights	HG21TK62-BB	\$ 399.00
Rear License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Rear	HG2CROSSFIRE-BB	\$ 359.00
Front License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Front	HG2CROSSFIRE-FB	\$ 359.00
Grill Lights	HG2 Emergency Lighting Blue/Blue Grill Lights	HG2SILVD-BB	\$ 419.00
Stroke Lights	Whelen Vertex in Tail Lights Blue Qty:2 and LED Spotlight Bulb	VTX609B/LEDBLB	\$ 260.00
Light Controller	Whelen 295SL5A6 Handheld Siren	HS52200	\$ 320.00
Speaker	Whelen 100 Watt Speaker	SA315P	\$ 150.00
Graphics	Vehicle Graphics	VEH-DCL	\$ 499.00
Console	Gamber Johnson Console with Wiring Case and Motion Device, Armrest	7170-0237-04	\$ 425.00
Laptop Docking Station	Gamber Johnson Notepad V	7160-0250	\$ 250.00
Inverter	Thor Power Inverter	T11750	\$ 55.00
Window Tint	Window Tint Full Truck Plus Front Strip	WINDTINT	\$ 189.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GK11191B1SSSCA	\$ 409.00
	Labor		\$ 750.00
	Total Package Price		\$ 7,050.00
	Discount		\$ (1,342.00)
	Total Price		\$ 5,708.00

Unmarked Units Dodge Charger

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Front Windshield	HG2 Emergency Lighting 1 Piece Front Visor Light Blue/Blue with Takedown	HG2WVINTSUV-BBW	\$ 759.00
Side Runners	HG2 Emergency Lighting 68" Blue/Blue Side Runner Lights	HG22PC68BB	\$ 699.00
Rear Window Lights	HG2 Emergency Lighting Rear Visor	HG2RWINTSUV-BB	\$ 699.00
Rear Cargo Window Lights	HG2 Emergency Lighting Rear Side Cargo Window Lights	HG2QTRPNL-BB	\$ 499.00
Rear License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Rear	HG2CROSSFIRE-BB	\$ 359.00
Front License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Front	HG2CROSSFIRE-FB	\$ 359.00
Fog Lights	HG2 Emergency Lighting Blue/Blue Fog Lights	HG2FGLTINTSUV-BB	\$ 489.00
Wig-Wag	Wig-Wag Headlights, Tail Lights, Corner Markers and Reverse Lights	HG2WGWG CHR	\$ 260.00
Light Controller	Whelen IIIIS2200 Handheld Siren	IIIIS2200	\$ 320.00
Window Tint	Window Tint Full Vehicle with Front Strip	WINDTINT	\$ 189.00
Speaker	Whelen 100 Watt Speaker	SA315P	\$ 150.00
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GK11191B1SSSCA	\$ 409.00
	Labor		\$ 250.00
	Total Package Price		\$ 5,941.00
	Discount		\$ (1,342.00)
	Total Price		\$ 4,599.00



HG2 Emergency Lighting
477 N. Semoran Blvd
Orlando, FL 32807
800 468 4569

Quote issued by: Ail Bhojani

	\$ 62,485.00
	\$ 4,165.67

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

No. BA # 24

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.64-20	Machinery and Equipment	255,439.00	33,371.00	288,810.00
TO	001-2101-521.60-10	Capital Outlay < \$5,000	186,258.00	2,890.00	189,148.00
TO	001-2101-521.52-10	Operating Supplies	110,000.00	80.00	110,080.00
FROM	001-0000-369.30-10	Insurance Proceeds	0.00	(6,403.00)	(6,403.00)
FROM	001-8100-999.96-00	Reserves Available for Expenditures	12,257,058.00	(29,938.00)	12,227,120.00
		Check Adjustment Totals:	12,808,755.00	0.00	12,808,755.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reflect receipt of insurance proceeds and expenditure of such proceeds along with cash reserves

to replace a police vehicle totalled in an accident

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE

_____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

Exhibit B

AGENDA ITEM #

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