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: JULY 12, 2018
MEETING TIME: 6:00 P.M.

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION- COUNCILMAN CHESTER

III. PLEDGE OF ALLEGIANCE- COUNCILMAN CHESTER

IV. COMMUNITY ANNOUNCEMENTS

V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JUNE 28, 2018

VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

VII. PRESENTATIONS
1. BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.

VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)

IX. CONSENT AGENDA
NONE

X. REGULAR AGENDA - DISCUSSION/ACTION

OFFICIAL ITEM
1. KJ RESOLUTION 18-115, MOONRAKER PLAT HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT (HICA).

2. KJ MOONRAKER PLAT APPROVAL, PUBLIC HEARING, CONTINUED.

3. ML EXAMINING BOARD MEMBER APPOINTMENTS.

4. ML BUILDING AND PLANNING DEPARTMENT JOB DESCRIPTION APPROVAL.

XI. DELEGATE AND STAFF REPORTS

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

2. ATTORNEY REPORT.

3. CITY MANAGER REPORT.

4. COUNCIL COMMENTS.
5 ADJOURN.

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

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

City Clerk 7/10/18

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

E-mailed to following interested parties on: 7/10/18, 2 P.M.

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<thead>
<tr>
<th>NEWS MEDIA</th>
<th>CONTACT</th>
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<tr>
<td>News Herald</td>
<td>Tyra Jackson</td>
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<td>Bullet</td>
<td>Linda Lucas</td>
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<td>Stefanie Bowden</td>
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<td>WKGC</td>
<td>Tori Shay</td>
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<td>WLTG</td>
<td>A. D. Whitehurst</td>
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<td>Clear Channel</td>
<td>Production Director</td>
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<td>Powell Broadcast</td>
<td>Jeff Storey, GM</td>
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<td>Burnie Thompson</td>
<td>Burnie Thompson</td>
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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
CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT

AWARD

Be It Known That

Lucas Smith

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

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

Presented this 12th of July, 2018

MAYOR MIKE THOMAS
MINUTES
Mayor Thomas called the Regular Meeting to order at 9 A.M. with Council Members, City Manager, City Clerk and City Attorney present.

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

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting of June 14, 2018 were read. Councilman Chester made the motion to approve the Minutes as prepared. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. Mr. Gisbert asked to add one item concerning TDC funds for Frank Brown Park improvements, one item for road closures within Pier Park for softball tournament opening ceremonies, and an Ordinance concerning signage on the white sandy beach. Councilman Solis asked to add a discussion about enforcement for the double-red flag system. Councilman Casto said he would agree as long as the discussion encompassed the entire Beach & Surf program. There were no objections. Councilman McConnell made the motion to approve the Agenda as amended. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

PRESENTATIONS

1 INTRODUCTION OF CAIR ORGANIZATION. Ms. Hiba Rahim introduced herself and Ms. Azka Mahmood, and explained about the CAIR (Council on American-Islamic Relations) organization. She spoke of their legal work and vision. Ms. Mahmood spoke of their mission and training opportunities.

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

Mayor Thomas opened the Public Comments section of the meeting at 9:10 A.M. and invited comments. There were none.

CONSENT AGENDA

1 RESOLUTION 18-106, JULY 4TH "STAR SPANGLED SPECTACULAR" ROAD CLOSURE. "A Resolution of the City of Panama City Beach, Florida, authorizing temporary closures of portions of Pier Park Drive from LC Hilton Drive to Front Beach Road on July 4, 2018, for the "Star Spangled Spectacular" event."
Councilman Chester made the motion to approve the Consent Agenda. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

**REGULAR AGENDA**

**ITEM 1 MOONRAKER PLAT APPROVAL, PUBLIC HEARING.** Ms. Myers asked that the Public Hearing be opened and continued until the next meeting because the Plat was not complete. The Mayor opened the Public Hearing at 9:11 A.M. and invited comments from the audience. There were none. He announced that the Public Hearing would be continued until July 12, 2018 at 6 P.M.

**ITEM 2 RESOLUTION 18-105, AMENDING SICK LEAVE POOL POLICY RELATED TO VOLUNTARY EARLY PAYOUT AND BUDGET AMENDMENT #35.** Ms. Myers read Resolution 18-105 by title. The Mayor asked if there were any questions and there were none. Councilman Solis made the motion to approve Resolution 18-105. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

**ITEM 3 RESOLUTION 18-107, BUDGET AMENDMENT #34 RELATED TO ACCRUED LEAVE PAYOUT.** Ms. Myers read Resolution 18-107 by title. The Mayor asked if there were any questions or comments; there were none. Councilman McConnell made the motion to approve Resolution 18-107. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

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

**ITEM 4 RESOLUTION 18-108, SALE OF SURPLUS CITY PROPERTY, 100 ARGONAUT STREET.** Ms. Myers read Resolution 18-108 by title and explained this offer was above appraised value and only for a portion of Argonaut Street. Mr. Gisbert said Bids were not received for all lots and he proposed that "for sale" signs be placed on the remaining residential lots and bids taken with the same caveat. For the commercial lots available on Thomas Drive, he proposed issuing an RFQ for a commercial broker to handle the sales. There were no objections. Councilman Solis made the motion to approve Resolution 18-108. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

**ITEM 5 RESOLUTION 18-109, BUDGET AMENDMENT #38 RELATED TO ADDITIONAL BUILDING INSPECTIONS & PLAN REVIEW SERVICES WITH GORDON & ASSOCIATES.** Ms. Myers read Resolution 18-109 by title. The Mayor asked if there were any questions and there were none. Councilman Chester made the motion to approve Resolution 18-109. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:
ITEM 6  RESOLUTION 18-110, INITIAL ASSESSMENT RESOLUTION FOR 2018 NUISANCE ABATEMENT ROLL. Ms. Myers read Resolution 18-110 by title and explained the County had requested that the City give them the preliminary roll in July for seven properties. She said a final Assessment Resolution would be presented in September. The Mayor asked if there were any questions and there were none. Councilman Chester made the motion to approve Resolution 18-110. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 7* RESOLUTION 18-111, MASTER SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC., RELATED TO CRA MAJOR TRANSPORTATION ENGINEERING & DESIGN SERVICES AND TASK ORDER 2018-01. This item was one in which the City Council acted as the Panama City Beach Community Redevelopment Agency jointly and concurrently. Ms. Myers read Resolution 18-111 by title. The Mayor asked if there were any comments; there were none. Councilman Casto made the motion to approve Resolution 18-111. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 8  RESOLUTION 18-112, SALE OF SURPLUS CITY PROPERTY, 224 16TH STREET. Ms. Myers read Resolution 18-112 by title and said this was the sale of three lots that collectively made up that address plus above the reserve amount for all three lots. The Mayor asked if there were any questions and there were none. Councilman Chester made the motion to approve Resolution 18-112. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 9  ORDINANCE 1463, PROHIBITING LOITERING AND OTHER CERTAIN ACTIVITIES AT PUBLIC TRANSIT SHELTERS, 1ST READING. Ms. Myers read Ordinance 1463 by title and said this came with the recommendation of Chief Whitman to prevent the shelters being used as an accommodation. The Mayor asked if there were any questions and there were none. Councilman Solis made the motion to approve Ordinance 1463. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 10  RESOLUTION 18-113, BUDGET AMENDMENT #39 TO APPROPRIATE AND RECEIVE FUNDS FOR FRANK BROWN PARK FESTIVAL SITE IMPROVEMENTS. Ms. Myers read Resolution 18-113 by title. Mayor Thomas explained that the concert promoters had asked if the area around the stage could be
hardened by gravel to prevent the heavy buses and equipment trucks being bogged down after rain. The TDC had originally been preparing to do the work, and the Mayor said the City would do the labor and the TDC furnish the materials and reimburse the City for the labor. Mayor Thomas added that some additional electrical work would also be done at TDC expense. Mr. Gisbert explained the electrical work, an upgrade, and that the City had been doing upgrades for the last six years. Councilman Chester said this would also benefit Thunderbeach and Cops N' Kids. Councilman McConnell said this upgrade would also alleviate some of the noise created by generators that disturbed Palmetto Trace. Councilman Casto made the motion to approve Resolution 18-113. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 11 RESOLUTION 18-114, USFA SOFTBALL TOURNAMENTS OPENING CEREMONY PARADES ROAD CLOSURES. Ms. Myers read Resolution 18-114 by title. The Mayor asked if there were any comments and there were none. Councilman Solis made the motion to approve Resolution 18-114. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 12 ORDINANCE, BEACH SIGNS. Ms. Myers read the proposed Ordinance by title. She clarified that legal had been directed to prepare the Ordinance as an Emergency Ordinance and had been drafted in response to some of the concerns arising from recent legislation and some activities in Walton County. Currently, the City’s Sign Code exempted “no trespassing” signs from permitting and no location had been specified in the Code. Given the concerns about misunderstanding of use the sandy beach and Walton County, and some residents excited to place signs and fences on the sandy beach, legal had been directed to prepare this Ordinance. While it would not prohibit fences or obstructions, it would prohibit the “no trespassing” signs on the sandy beach.

Councilman Solis said he opposed the State’s recent legislation but also was concerned that this Emergency Ordinance would not allow for citizen feedback and was the first time the Council members had seen the draft. He felt the public should be able to discuss the Ordinance. He added that he would like the public to be able to have a “no trespassing” sign at the toe of the dune to prevent people from coming onto their property. Ms. Myers clarified that the definition of sandy beach stopped at the toe of the dune. Councilman Solis said then his only opposition was it being potentially adopted as an Emergency Ordinance. Ms. Myers said it could be adopted as a normal Ordinance with a First Reading today at the Council’s direction. Councilman Casto agreed with that change. The Mayor asked if there were any further questions and there were none. Councilman Casto made the motion to approve the Ordinance at First Reading. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 13 DOUBLE-RED FLAG SYSTEM AND ENFORCEMENT- DISCUSSION. Councilman Solis said he had discussed with the City Manager that the City had no enforcement capabilities with the double-red flags. He said our officers could go down the beach advising the public that the beach was closed but the public would go back into the water as soon as the officer left. He said the County had adopted regulations in 2008 which he felt was reasonable. However, his bigger concern was placing our first responders at risk when someone was irresponsible. He continued that unfortunately most drownings were those who went into the water to save someone else. He explained
the County regulations allowed the surfers as long as they had the tethered flotation device. Councilman Solis suggested either a ticket or arrest for those stubborn individuals who would not leave the water. He said he would like this to move forward with research first to start the process.

Councilman Casto asked Chief Whitman if this was a tool that he needed or wanted. Chief Whitman replied that he had no additional manpower for enforcement. He said this issue had also been discussed in 1995 and 2008, and in 1995 it had been enacted but repealed one month later because Chief Sullivan said he did not have the manpower. He said they had the tool of child endangerment if parents let their children swim in double-red flags, and the adults had been arrested. However, he was concerned with dealing with seventeen million visitors topside and then adding more on the sandy beach. He said he planned to increase Beach and Surf this year but his fear was being called down to the sand constantly to get people out of the water and the swimmers argue with the officer about others still in the water. He said he would like more bodies on the sand to educate people but he only had three full-time and two seasonal Beach and Surf officers. When the double-red flags were flying, he put officers on the beach if he had the manpower available. He also mentioned USLA lifeguard certification and some of his officers volunteering to take the course and work on their off-days, and some of Chief Couch’s Fire personnel had volunteered also. This would be something for the future. He said the flag system worked. Councilman Sólís asked the percentage of people who argued with the officer after being told to get out of the water and Chief Whitman replied over 50%. Councilman Solis said he felt the City had the responsibility for the visitors and thought the City could do a better job in informing the public about the flag system.

Mayor Thomas asked that staff reach out to other coastal communities and their law enforcement agencies to get their comments and see if it has helped their enforcement. Councilman Chester mentioned the BCSO helicopter flying up and down the beach, and hovering over people telling them to get out of the water. Councilman Solis mentioned social media with discussion about no enforcement. He mentioned issuing warnings for most people and the arrest power for the obnoxious person who would not listen to the officer. Councilman McConnell stated he could support fines but not arrests. Chief Whitman mentioned the tier system with warnings and then arrests.

Councilman Casto said he had met with Chief Couch and Chief Whitman to discuss this issue and all seemed to agree a solution would be expanding Beach & Surf. He said with all the flyers and signs, it was almost impossible for someone not to be informed about the undertow. He said he felt the City needed to hire more mobile Beach & Surf personnel, traveling on 4-wheelers, who could respond quicker than emergency personnel. He said he hoped in the budget process that the City would be able to give the Department more personnel. Councilman Casto continued that he hoped the new Firefighters for the new Fire Station could be trained for open water rescue and would not oppose incentive pay for that extra certification. He said that was the next step before going to a costly full-blown lifeguard program. He said the County had estimated that their ten miles of sandy beach would cost approximately $9,000,000 annually and he did not know how the City would pay that expense or if the public would support that cost. Councilman Casto said he thought the next step would be training the extra officers and adding more Beach & Surf officers.

Mayor Thomas said it was impossible to be on the beach without seeing the flag warning system information. He said between the BCSO, the radio stations, the TDC, and the City, there was excellent education done. He added that the beach vendors had lifeguards on duty while the business was open. In other places, their roles were strengthened which took the burden off the community and government. He said he would not support hiring many people part-time to put on the beach. He supported hiring the Police or Fire off-duty as a second job as most of those officers worked two jobs. The Mayor also spoke of the dangers of the water. Councilman Solis said the beach vendors were told not to go into the water due to liability issues, and possibly that could be part of the discussion. He continued that most of the visitors did not understand rip currents, not merely the red flags. Mayor Thomas directed the City Manager to also research what other communities required for their beach vendors and to work with the County so that all the sandy beach would be uniform.

**DELEGATIONS**

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 9:57 A.M.

1 Mr. Burnie Thompson, 1792 Front Beach Road. Mr. Thompson questioned the parking situation at Mike’s Diner and why Mayor Thomas and Mr. Gisbert were not scanned for weapons like the other citizens. He urged the Mayor to follow the same rules
as others.

2 Ms. Genese Hatcher, 203 S Wells. Ms. Hatcher related a story about a fire truck, police car and City personnel responding to one man, and in future, someone in charge release the not needed employees to move along.

3 Mr. Stan McCain, 14104 Pelican St. Mr. McCain asked for solid research on the lifeguard issue in order to discuss intelligently.

4 Mr. Matthew Bush, 170 Crane St. Mr. Bush presented a handout with the deposits charged by Harley that were not permitted by City Ordinance. He said they should follow the same rules as his business.

5 Mr. Todd Ingram, 12202 Hutchison Blvd. Mr. Ingram said several of his members were asking for clarification concerning the Harley deposits and that it was not fair that they were able to charge more than the Ordinance allowed. He mentioned the new expensive vehicles available for rent, costing in the thousands as opposed to the $700-$800 scooter.

With no further comments, the Delegations period was closed at 10:05 A.M. Mayor Thomas addressed Mr. Thompson and said he had been scanned for weapons at the previous meeting. For this meeting, he exited his office straight into the Council Chambers and did not go into the hallway. For parking, he did not park his customers when they came into his restaurant. He was at his job inside serving them.

Ms. Myers had no attorney report.

Mr. Gisbert announced the jobs and bids posted on the website.

Councilman Casto asked if any dates had been discussed for the upcoming Budget Workshops. Mr. Gisbert replied that the first Workshop would be towards the end of July. He said the audit for this year was complete and once sent out to the various agencies, Ms. White would be able concentrate on the budget process. As in the past, plans were for the first meeting to include the smaller budgets, with discussions about the number of additional employees for the various Departments as well as pay increases. He thought the General Fund would be presented at the 2nd meeting in August with the Utility Fund last. He asked the Council members if they wished the Workshops to be after the 9 A.M. Council meetings or the weeks in between meetings. Councilman Chester said the same day as the meetings, and Councilman Casto concurred. Councilman Solis agreed.

Councilman Solis said the Harley deposits should be investigated. He said he would like an answer next week in order to be able to give intelligent explanations. He also questioned the street number given by Mr. Thompson as it was not within City limits. Mr. Thompson corrected the number to 17292, a new business within City limits. Councilman McConnell asked for the other pages on the handout. Mr. Bush said he only printed that one page. Councilman McConnell said this morning had been the groundbreaking for the new City Hall and suggested that the building be named after Mayor Philip Griffitts. He thought it was more appropriate than the building at Frank Brown Park. Mayor Thomas said it would be discussed at the next meeting.

The meeting was adjourned at 10:13 A.M.

READ AND APPROVED this 12th of July, 2018.

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

ATTEST:

Mayor

City Clerk
REGULAR

ITEM 1
RESOLUTION 18-115

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT WITH 68V MOONRAKER (FL) 2017 LLC, IN THE AMOUNT OF $50,000 TO SECURE THE COMPLETION OF PUBLIC IMPROVEMENTS WITH THE MOONRAKER SUBDIVISION.

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 Horizontal Infrastructure Completion Agreement between the City and the 68V Moonraker (FL) 2017 LLC, relating to the completion of construction of utility and transportation improvements in Moonraker Subdivision, which improvements shall be secured by a letter of credit in the amount of Fifty Thousand Dollars ($50,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2018.

CITY OF PANAMA CITY BEACH

By: ________________________________
   Mike Thomas, Mayor

ATTEST:

______________________________
Jo Smith, City Clerk
HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT

THIS HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT ("HICA") made and entered into this ____ day of July, 2018, by and between 68V Moonraker (FL) 2017, LLC, a Florida limited liability company (the "Developer"), and THE CITY OF PANAMA CITY BEACH (the "City");

WITNESSETH:

WHEREAS, the Developer is requesting final approval from the City Council of Panama City Beach, Florida for a plat of Moonraker, (the "Plat") a proposed subdivision located northeast of the intersection of Hutchison Boulevard and Alf Coleman Road (the "Subdivision"), and

WHEREAS, the City intends to provide water and utility service within the Subdivision, and

WHEREAS, the City intends to maintain the roadways, sidewalks, lighting and those portions of the water, sewer, and stormwater utility systems located within the right of ways and public easements, and

WHEREAS, the Developer intends to complete construction of roadway and sidewalk improvements within road right-of-ways (the “Transportation Facilities”), and water and sewer utilities and stormwater collection system (the “Horizontal Infrastructure,” which definition does not include landscaping or the Subdivision’s stormwater pond) as specified in the plans and specifications titled “Moonraker” prepared and sealed by McNeil Carroll Engineering, Project No. 1249.018, submitted on behalf of the Developer and approved by the City on August 18, 2017 (the “Plans”);

WHEREAS, the City requires the Developer’s dedication and the City’s acceptance of the Transportation Facilities and Horizontal Infrastructure within the Subdivision before providing service, and

WHEREAS, the City has reviewed the Plans for construction and design of the Transportation Facilities and Horizontal Infrastructure, but the City is unwilling to accept the
Transportation Facilities and Horizontal Infrastructure pending the completed construction, inspection and approval of the Transportation Facilities and Horizontal Infrastructure, and

WHEREAS, the Developer desires immediate Plat approval prior to the Developer's construction and City's acceptance of the Transportation Facilities and Horizontal Infrastructure, and

WHEREAS, the City is unwilling to approve the Plat unless the Developer covenants to construct the Transportation Facilities and Horizontal Infrastructure to City standards, maintain and repair the Transportation Facilities and Horizontal Infrastructure until City acceptance, and post an unconditional Letter of Credit to secure performance of these covenants; and

WHEREAS, the Developer and the City wish to document the obligations and conveyances contemplated by each party, and the order and procedure by which these obligations shall be discharged;

NOW THEREFORE, in consideration of the mutual covenants hereinafter expressed, and the City's reliance upon those presents, the parties agree and commit themselves as follows:

1. The foregoing recitals are true, correct and complete.
2. **Term and Termination.** This Agreement shall commence immediately upon execution by both parties and thereafter shall terminate upon the acceptance of both the Transportation Facilities and Horizontal Infrastructure, at which time the Letter of Credit shall be released.
3. **The Plat.** Concurrent with execution of this agreement, the City will approve the Plat, in the form reviewed and approved by City staff and presented to the Council for consideration simultaneous with this Agreement. The promise of Developer's timely and proper completion of construction of the Transportation Facilities and Horizontal Infrastructure and its maintenance and repair until acceptance by the City is a material covenant upon which reliance is placed by the City in making this Agreement and approving the Plat.
4. **Security.** Prior to the recording of the Plat, the Developer shall provide an irrevocable and unconditional letter of credit in the amount of Fifty Thousand Dollars ($50,000) in favor of the City issued by an issuer reasonably acceptable to
the City to secure the full and timely performance of Developer's covenants set forth in this Agreement (the "Letter of Credit").

5. **Transportation Facilities.** Within twelve (12) months of the City's execution of this Agreement, and prior to requesting any Certificate of Occupancy for any structure within the Plat boundary, the Developer will complete construction of the Subdivision's Transportation Facilities as specified in the Plans. All construction shall be performed in accordance with sound engineering practices and according to the Plans, all as determined and interpreted by the City using its reasonable discretion.

6. **The Horizontal Infrastructure.** Within twelve (12) months of the City's execution of this Agreement, the Developer will complete construction of the Subdivision's Horizontal Infrastructure as specified in the Plans. City agrees that the construction may proceed, and Developer understands that no Certificate of Occupancy will be issued by the City for structure until all Horizontal Infrastructure is accepted by the City. All construction shall be performed in accordance with sound engineering practices and according to the Plans, all as determined and interpreted by the City using its reasonable discretion. Developer shall timely and properly secure all applicable local, county, state and federal permits to construct the Horizontal Infrastructure and shall pay any fees or costs associated therewith. Developer, his agents, subcontractors and the employees of any one of them, shall comply with all applicable laws, regulations and permit conditions related to the construction of the Horizontal Infrastructure. The Developer agrees to dedicate to the City, by Plat dedication, the Horizontal Infrastructure constructed and installed on Developer's property, at no cost to the City. Developer shall ensure that no potable water service shall be provided through the Horizontal Infrastructure to any third-party user or occupant of the Subdivision until all bacteriological and pressure testing has been completed and the Horizontal Infrastructure have been approved for such use by the Department of Environmental Protection. Developer agrees to dedicate the stormwater management facilities and any necessary drainage easements to the Moonraker
Owners Association, Inc. for the maintenance of the drainage ponds, on the face of that plat or concurrent with the recording of that plat.

7. **City Acceptance of Improvements.** Upon completion of the Transportation Facilities and Horizontal Infrastructure in accordance with the Plans, and inspection by the City, the City will accept and maintain the Transportation Facilities and Horizontal Infrastructure, together with all easements necessary for the City’s use, access and maintenance thereof, in a manner consistent with the maintenance of other City streets and City infrastructure similarly situated. The Developer or its assignee shall be responsible for maintenance and repair of the Horizontal Infrastructure until acceptance of Horizontal Infrastructure by the City. The City shall not accept stormwater treatment or attenuation facilities within the Subdivision, even if the City constructs these improvements, unless such stormwater facilities are located within right of ways or easements dedicated to the City.

8. **City Performance.** If for any reason the Developer fails to timely and substantially complete the installation and construction of any element of the Transportation Facilities or Horizontal Infrastructure and the City undertakes to complete such installation and construction: (i) Developer hereby grants the City a construction license to use, access, construct and install the Transportation Facilities and/or Horizontal Infrastructure, and (ii) Developer hereby agrees to reimburse the City for any cost differential between the amount of the Letter of Credit and the actual cost reasonably incurred by the City upon demand.

9. **Fees and Costs.** The Developer will pay the fees and costs reasonably incurred to effect the design, engineering and construction of the Transportation Facilities and Horizontal Infrastructure, including but not limited to, any fees and costs imposed by City ordinance or resolution with respect to the review of the Plans, the inspection of the Transportation Facilities and Horizontal Infrastructure or the preparation of the necessary instruments contemplated herein.

10. **Developer’s Warranty of Improvements.** Developer warranties the workmanship and material of the Transportation Facilities and Horizontal Infrastructure for a period of one year after the City’s acceptance of the Transportation Facilities and
Horizontal Infrastructure. The Developer further warrants that said improvements are fit for use as part of the City's utility system, and the Developer agrees to defend, indemnify and hold harmless the City from any and all liability claims by a third party due to faulty workmanship and materials within the aforementioned one-year warranty period.

11. Notice of Changes. Each party shall have the obligation of notifying the other party of any events or circumstances that will affect either party's ability to carry out their duties under this Agreement.

12. Indemnification and Hold Harmless.

A. For a period of one year after City's acceptance of the Transportation Facilities and Horizontal Infrastructure, Developer shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the construction, installation, maintenance or repair of the Transportation Facilities and Horizontal Infrastructure by Developer; or (ii) the breach of any of Developer's representations, warranties, covenants or agreements hereunder. The covenants contained in this sub-paragraph shall survive the termination of this Agreement, but shall expire one year from the City's acceptance of the Transportation Facilities and Horizontal Infrastructure.

B. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Developer under subsection A above, the City shall promptly cause notice of the claim to be delivered to the Developer and shall afford the Developer and its counsel, at the Developer's sole expense, the opportunity to join in defending or compromising the claim. The obligation to provide notice contained in this sub-paragraph shall survive the termination of this Agreement, but shall expire one year from the City's acceptance of the Transportation Facilities and Horizontal Infrastructure.

13. Time. Time is of the essence in this Agreement.
14. **Remedies.** In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner’s property in addition to any other remedies available to it. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

15. **Attorney’s Fees.** In the event of any litigation hereunder, each party shall be responsible for its own attorney’s fees and court costs at all trial and appellate levels and at any mediation or arbitration.

16. **Assignment.** This Agreement is not assignable, except to the extent that the assignee assumes the obligation to complete the Agreement and posts the appropriate Letter of Credit to insure the Agreement’s completion.

17. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. **Modification.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Owner.

19. **Waiver.** Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are not representations, warranties, covenants or other agreements among them.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed in the presence of:

Print Name:

68V MOONRAKER (FL) 2017, LLC,
A Florida limited liability company

By: Nathan L. Cox
Its
MANAGER

Print Name:

CITY OF PANAMA CITY BEACH
a municipal corporation

By Mario Gisbert, City Manager

ATTEST:

City Clerk
REGULAR

ITEM 2
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. **DEPARTMENT MAKING REQUEST/NAME:**
   Public Works/Kelly Jenkins

2. **MEETING DATE:**
   07/12/2018

3. **REQUESTED MOTION/ACTION:**
   Approve the Plat for the Moonraker subdivision.

4. **AGENDA**
   - [ ] PRESENTATION
   - [x] PUBLIC HEARING
   - [x] CONSENT
   - [x] REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - [ ] Yes
   - [ ] No
   - [x] N/A

6. **BACKGROUND:** *(WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)*
   The City's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The Moonraker development is located on the northeast corner of Middle Beach Road and Alf Coleman Road. The site and engineering plans have been approved for this subdivision. The majority of the infrastructure has been constructed for the proposed 85 residential lot subdivision. This plat has been publicly advertised and was continued from the 6/28/18 City Council meeting. At the time of this memo, there are still some outstanding items that need to be corrected in the field along with corrections to the as-builts. The utilities and public works departments are holding a bond in the amount of $50,000 to ensure that these items are completed.

   Staff has reviewed the subject plat and determined that, if outstanding items are addressed, it meets applicable requirements.
MONORAKER
A SUBDIVISION OF A PORTION OF SECTION 2B, TOWNSHIP 3 SOUTH, RANGE 16 WEST,
CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA
JUNE 2018

SYMBOLS & ABBREVIATIONS:
- =oodles
- = WEST OF STREET
- = MINIMUM REQUIRED CLEARANCE
- = NO MINIMUM REQUIRED CLEARANCE
- = NO OCCUPANCY USE (LAND USE)
- = NON-RESIDENTIAL USE
- = RESIDENTIAL USE

Dewberry
Survey, Planning, Design, Engineering, Construction, Management

AGENDA ITEM #
REGULAR

ITEM 3
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. **DEPARTMENT MAKING REQUEST/NAME:** Building and Planning Department

2. **MEETING DATE:** July 12, 2018

3. **REQUESTED MOTION/ACTION:**
Four Examining Board members will have their term expire 7/22/18. Staff advertised for the seats as directed by the City Council. Attached are the applications received.

<table>
<thead>
<tr>
<th>AGENDA</th>
<th>IS THIS ITEM BUDGETED (IF APPLICABLE)?</th>
</tr>
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<tbody>
<tr>
<td>Presents</td>
<td>Yes</td>
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<tr>
<td>Public Hearing</td>
<td></td>
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<tr>
<td>Consent</td>
<td>Yes</td>
</tr>
<tr>
<td>Regular</td>
<td>✓</td>
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</tbody>
</table>

4. **BACKGROUND:** (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The Examining Board consists of seven members, with four having a Master certificate in their field. These four have their terms ending July 22nd. The members were asked if they would serve again and all four have submitted applications. However, Mr. Joe Free does not currently have a valid certificate in the City which is a requirement for membership on the Board. The City did receive one additional application from Mr. Keith Walker of Quincy's who wishes to be considered for the Heating and Air Master position which is currently held by Mr. Free.

Current members:
- Joe Free (Htg & Air Master) Expires 7/22/18
- Robert Stumpf (Plumbing Master) Expires 7/22/18
- Frank Woodford (Gas Master) Expires 7/22/18
- James Ryerson (Electrical Master) Expires 7/22/18
- Darrell Rizzuto (Building) Expires 7/22/19
- Larry Couch, Sr (Civilian) Expires 7/22/19
- Robert Klemen (Building) Expires 7/22/19

Staff recommends the City Council consider the applications and fill the positions.
COMMITTEE VOLUNTEER
EXAMINING BOARD APPLICATION
PLEASE PRINT

NAME: James W Ryerson

HOME ADDRESS: 1100 Circle Dr

MAILING ADDRESS: PCB, FL 32413

Home Phone: 233-9745 Business Phone: 233-2788 Cell: 258-5911

How is it best to contact you during the day? Cell

E-mail Address: ryersonselectrical@gmail.com Fax Number: 249-2780

Are you a registered voter in Bay County? Yes / No

Do you currently hold an elected or appointed public office? Yes / No

If yes, which one(s)?

What Master Certificate in the City do you hold? Certified electrical

Do you have any relatives employed or contracted by the City of Panama City Beach or Bay County? If yes, please explain: No

Examining Board meets the 3rd Monday of each month at 3PM in the City Council Chambers, City Hall.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Examining Board in a voluntary capacity.

Signature of Applicant

Date

Please return the completed form to Jo Smith, at the City Manager’s office in person, via email to jsmith@pcbgov.com or via fax at (850) 233-5108. Closing Date for applications is Noon, June 29, 2018. Council will make their choices at their July 12, 2018 6PM meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcbgov.com.

PLEASE ATTACH RESUME TO APPLICATION.
NOTE: APPLICANT MUST HOLD A MASTER CERTIFICATE IN HIS FIELD TO BE QUALIFIED FOR THIS BOARD.
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC13006944
ISSUED: 08/14/2016

CERTIFIED ELECTRICAL CONTRACTOR
RYERSON, JAMÉS W
RYERSON'S ELECTRICAL SERVICE, INC.

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date AUG 31 2018 L1608140004632
COMMITTEE VOLUNTEER
EXAMINING BOARD APPLICATION
PLEASE PRINT

NAME: Robert P. Stumpf

HOME ADDRESS: 326 Memory Ln

MAILING ADDRESS: Panama City Bch, FL 32413

Home Phone: Business Phone: 850-233-8315 Cell: 850-258-6717
How is it best to contact you during the day? 258-6717

E-mail Address: WEPCinc@knology.net
Fix Number: 850-234-3906

Are you a registered voter in Bay County? Yes K No
Do you currently hold an elected or appointed public office? Yes K No
If yes, which one(s)?

What Master Certificate in the City do you hold? Plumber

Do you have any relatives employed or contracted by the City of Panama City Beach or Bay County? No
If yes, please explain:

Examiner Board meets the 3rd Monday of each month at 3PM in the City Council Chambers, City Hall.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Examining Board in a voluntary capacity.

Signature of Applicant Date

6/26/2018

* * * * * * * * * * * ************************************************ * * * * * * * * *
Please return the completed form to Jo Smith, at the City Manager’s office in person, via email to jsmith@pcbgov.com or via fax at (850) 233-5108. Closing Date for applications is Noon, June 29, 2018. Council will make their choices at their July 12, 2018 6PM meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcbgov.com.

PLEASE ATTACH RESUME TO APPLICATION.
NOTE: APPLICANT MUST HOLD A MASTER CERTIFICATE IN HIS FIELD TO BE QUALIFIED FOR THIS BOARD.

RECEIVED JUN 28 2018
IN OFFICE OF MAYOR & CITY MANAGER
AGENDA ITEM # 3
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STUMPF, ROBERT P
WEST END PLUMBING CONTRACTORS INC
326 MEMORY LN
PANAMA CITY BEACH FL 32413

REGISTERED PLUMBING CONTRACTOR
STUMPF, ROBERT P
WEST END PLUMBING CONTRACTORS INC
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

Issued: 06/21/2017
Expires: AUG 31, 2019

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

The PLUMBING CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2019
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

STUMPF, ROBERT P
WEST END PLUMBING CONTRACTORS INC
326 MEMORY LN
PANAMA CITY BEACH FL 32413

Issued: 06/21/2017
Display as required by law

AGENDA ITEM #
NAME: Frank Woodford

HOME ADDRESS: 4825 Hwy 388 Youngstown, Florida 32466

MAILING ADDRESS: P.O. Box 1363 Lynn Haven, Florida

Home Phone: Business Phone: 850-769-5676 Cell: 850-895-4637

How is it best to contact you during the day? ______

E-mail Address: fwoodford63@gmail.com ______ Fax Number: ______

Are you a registered voter in Bay County? Yes x No ______

Do you currently hold an elected or appointed public office? Yes ______ No ______

If yes, which one(s)? ____________________________________________

What Master Certificate in the City do you hold? Master gas fitting ______

Do you have any relatives employed or contracted by the City of Panama City Beach or Bay County? No ______

If yes, please explain ____________________________________________

Examining Board meets the 1st Monday of each month at 3PM in the City Council Chambers, City Hall.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Examining Board in a voluntary capacity.

Frank Woodford ______

Signature of Applicant Date: 6/28/18

Please return the completed form to Jo Smith, at the City Manager’s office in person, via email to jsmith@pcb.gov or via fax at (850) 233-5108. Closing date for applications is Noon.

June 29, 2018, Council will make their choices at their July 12, 2018 6PM meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcb.gov.

PLEASE ATTACH RESUME TO APPLICATION.

NOTE: APPLICANT MUST HOLD A MASTER CERTIFICATE IN HIS FIELD TO BE QUALIFIED FOR THIS BOARD.
COMMITTEE VOLUNTEER
EXAMINING BOARD APPLICATION
PLEASE PRINT

NAME: Keith Allen Walker

HOME ADDRESS: 7917 Hwy 2311, Panama City, 32404

MAILING ADDRESS: 128 N Hwy 79, Panama City Beach, 32413

Home Phone: 850 630 1159 Business Phone: 850 235 8834 Cell: 850 630 1159

How is it best to contact you during the day? Anytime

E-mail Address: KAW@quincysair.com
Fax Number: 850 233 8309

Are you a registered voter in Bay County? Yes ☑ No

Do you currently hold an elected or appointed public office? Yes ☑ No

If yes, which one(s)?

What Master Certificate in the City do you hold? CAC 1818239

Do you have any relatives employed or contracted by the City of Panama City Beach or Bay County? None/N/A

Exterminating Board meets the 3rd Monday of each month at 3PM in the City Council Chambers, City Hall.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Examining Board in a voluntary capacity.

Signature of Applicant

Date

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

Please return the completed form to Jo Smith, at the City Manager's office in person, via email to jsmith@pcb.gov or via fax at (850) 233-5108. Closing Date for applications is Noon, June 29, 2018. Council will make their choices at their June 12, 2018 6PM meeting.

Any questions, please phone 233-5100 and ask for Jo; or email jsmith@pcb.gov.

PLEASE ATTACH RESUME TO APPLICATION.

NOTE: APPLICANT MUST HOLD A MASTER CERTIFICATE IN HIS FIELD TO BE QUALIFIED FOR THIS BOARD.
WALKER, KEITH ALLEN
QUINCY'S HEATING AND AIR CONDITIONING, INC.
128 N. HWY 79
PANAMA CITY BEACH FL 32413

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!
REGULAR

ITEM 4
1. DEPARTMENT MAKING REQUEST/NAME: Administration/Mario Gisbert
2. MEETING DATE: 7/12/2018
3. REQUESTED MOTION/ACTION: Approve New Code Enforcement Manager Position in Building and Planning Department

4. AGENDA
   | PRESENTATION | PUBLIC HEARING | CONSENT | REGULAR |
   | □            | □              | □       | ✔       |

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

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The request is to approve a new Code Enforcement Manager position.

The Code Enforcement Manager position is brand new to the City. He/She would lead the Code
Enforcement division and would help answer escalated calls and complaints on violations. He/She
would also help manage workload and routes along with special enforcement projects.

Please see attached job description.

Staff requests approval of new Code Enforcement Manager position.
CITY OF PANAMA CITY BEACH
Job Description

JOB TITLE: Code Enforcement Manager

SALARY RANGE: $20.67 - $34.11/hr
SHIFT: Days
LOCATION: 116 S Arnold Road
REPORTS TO: Building & Planning Director
PREPARED BY: Building & Planning Director
APPROVED BY: City Council
PAY GRADE: 35
DIVISION: Building & Planning
DEPT: Admin
FSLA STATUS: Non-Exempt
POSITION: Permanent Full-Time
DATE:

SUMMARY:
This position is highly visible and responsible for enforcing the Ordinances, codes and laws of the City of Panama City Beach in accordance with the constitution, law and the City ordinances. The Code Enforcement Manager enforces laws related land use, engineering, stormwater, litter, weeds/grass, abandoned or inoperable vehicles, temporary vending, unsafe buildings, signs, keeping animals in the City, animals at-large and on the beaches/parks, presence in food establishments, keeping live-stock or fowl, animal waste, the bird sanctuary designation, nuisances and supervises all activities and employees of the Division. 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:

Enforces the sign ordinance, temporary use permits, tent permits, special event permits, sandy beach special event permits, and regulations of beach amusements and activities.

Initiates action against derelict properties, scooter rental violations, illegal dumping and derelict boats and vehicles.

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

Enforces regulations prohibiting short-term rentals in single family zoning districts.

Assists with the posting of public information signs.

Assists the Business Tax and Licensing Division with collections.
Enforces turtle lighting requirements.

Assists other departments as needed to enforce codes and ordinances.

 Screens complaints and establishes priorities for each day's operations.

 Advises citizens on responsibilities of animal ownership.

 Assists citizens in borrowing animal traps to temporarily contain domesticated animals at-large.

 Prepares documentation for civil/criminal action such as reports and affidavits.

 Initiates court action on ordinance violations.

 Conducts inspections and enforces all aspects of the City's Doggie Dining Ordinance.

 Performs daily checks of trucks and equipment to ensure equipment/vehicle serviceability and accountability.

 Patrols the City to detect possible Ordinance violations.

 Issues warnings, Notices to Appear, and citations.

 Maintains records on all complaints and violations.

 Researches legal and property records.

 Works with the City Attorney on the legal aspects of the City codes.

 Assists with the posting of public information signs.

 Assists with various duties as assigned.

 Performs related work as required.

 **SUPERVISORY RESPONSIBILITIES:**
 Supervises all positions within the Code Enforcement Division.

 **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:
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 a minimum of five (5) years’ experience in code enforcement or related field; must have some experience in public contact work.

Must be able to obtain and maintain certifications as a Code Enforcement Officer.

Must complete Code Enforcement Officer Certification Level I training within 18 months of hire.

LANGUAGE SKILLS:
Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to citizens and other employees of the organization. Ability to establish and maintain a good working relationship with City officials, department heads, other City employees and the general public.

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. Ability to deal with problems involving several concrete variables in standardized situations.

OTHER REQUIREMENTS:
Must have knowledge of modern methods and practices of code enforcement investigation and identification; good knowledge of the City’s codes, Ordinances, and laws; good observation ability and the ability to remember names, faces, and details; thorough knowledge of the geography of the City; ability to drive an automobile; ability to understand and execute difficult oral and written instructions and to prepare clear and comprehensive reports; ability to deal firmly but courteously with the public; excellent physical condition. Knowledge of the use of two-way radio and standard office equipment. Must be willing to work 8 hour shifts.

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.

Must be able to perform illustrative duties and essential eligibility tasks in a manner which is not a direct threat or significant risk to the health or safety of others that cannot
be eliminated by a modification of policies, practices, or procedures of the City Clerk's Office, or by the provision of auxiliary aids. "Direct threat" shall be determined pursuant to 28 CFR, Section 36.208.

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 and taste or smell.

The employee must regularly 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 occasionally works in outdoor weather conditions. The employee is frequently exposed to fumes or airborne particles and vibration. 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 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